#### NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT

Made with effect as of this 18th day of January, 2024

#### **AMONG**

The Government of Canada as represented by the Minister of Northern Affairs (hereinafter referred to as the "GC")

and

The Government of Nunavut as represented by the Premier (hereinafter referred to as the "GN")

and

Nunavut Tunngavik Incorporated as represented by the President (hereinafter referred to as "NTI")

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#### **RECITALS:**

**WHEREAS** the Parties believe that the GN should have responsibility for, and jurisdiction over, the management of Public Lands and rights in respect of Waters in Nunavut;

**AND WHEREAS** the GC wishes to devolve the administration and control of Public Lands and rights in respect of Waters in Nunavut to the Commissioner of Nunavut and for the Legislature of Nunavut to acquire law-making powers governing such administration and control;

**AND WHEREAS** the GN has expressed its desire for the Commissioner of Nunavut to assume the administration and control of Public Lands and rights in respect of Waters;

**AND WHEREAS** such devolution shall be effected in a manner that respects the rights of:

- a) Inuit under the Nunavut Agreement, including rights in relation to Inuit employment with government set out in Article 23 of the Nunavut Agreement; and
- b) All other Indigenous Peoples;

AND WHEREAS such devolution shall be effected in a manner consistent with the conclusion and implementation of Land Claims Agreements with Ghotelnene K'odtineh Dene and the Athabasca Denesyliné that will provide for certainty and clarity of rights to the ownership and use of certain lands and resources in Nunavut, and the right to participate in decision-making concerning the use, management and conservation of certain lands, Water and resources in Nunavut;

**AND WHEREAS** such devolution shall be effected in a manner that respects existing rights in respect of Public Lands and Waters.

**NOW THEREFORE** the Parties hereby agree as follows:

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# CHAPTER 1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise provided in, this Agreement, the Recitals to this Agreement and the Appendices that form part of this Agreement:
- "**Abandoned Site**" means a site at which one or more Alteration has occurred and in respect of which there is no Operator.
- "Abandoned Expired Site" has the meaning as set out in section 6.25.
- "Abandoned Operating Site" has the meaning as set out in section 6.24.
- "Affected Federal Employee" means a full-time or part-time indeterminate employee of the GC who has been issued a Notice of Alternative Delivery Initiative pursuant to Part VII of the National Joint Council Work Force Adjustment Directive (Canada) or equivalent provisions of any collective agreement applicable to that employee.
- "Affected Federal Employees Work Plan" has the meaning as set out in section 8.4.
- "Affected Federal Employees Working Group" has the meaning as set out in section 8.3.
- "Agreement" means this Nunavut Lands and Resources Devolution Agreement.
- "Alteration" means any component of a site, including any construction, work or substance added to or deposited on a site and any alteration of the natural condition of a site, resulting from authorized or unauthorized human activities.
- "Alteration Requiring Remediation" means an Alteration which has been determined to require Remediation based on the Standards.
- "AMSRP" means the Abandoned Military Site Remediation Protocol, a set of objectives and standards developed and applied by CIRNAC to address environmental and contaminant conditions specific to the Canadian Arctic in the assessment and remediation of certain Impacted Sites in Nunavut and the Northwest Territories.
- "Appointed Employee" means an Affected Federal Employee who accepts, in accordance with section 8.22, the GN written offer of employment referred to in section 8.25.
- "Appraisal Expert" means a person with expertise in determining the value of improvements to land on a basis similar to the determination of the Improvement Value.
- "Areas of Equal Use and Occupancy" has the meaning as set out in section 40.2.2 of the Nunavut Agreement.
- "Athabasca Denesuliné" means:

- (a) prior to the date a Land Claims Agreement with the Athabasca Denesųłiné is brought into effect, Fond du Lac First Nation, Black Lake First Nation and Hatchet Lake Denesųliné First Nation, as represented by their Chiefs and Councils; and
- (b) after the date a Land Claims Agreement with the Athabasca Denesųłiné is brought into effect, the Athabasca Denesųłiné as represented by Níh hoghedi Kóe Inc.;
- "Authorization" means a lease, licence, permit or other right or interest issued pursuant to federal Legislation that results in a person being legally responsible, other than as set out in this Agreement, for the care, maintenance or Remediation of a site.
- "Business Day" means a day that is not a Saturday, a Sunday or a statutory holiday in Quebec, Ontario or Nunavut.
- "CCME Guidelines" means the Canadian Environmental Quality Guidelines, developed and approved from time to time by the Canadian Council of Ministers of the Environment.
- "CER" means the Canadian Energy Regulator established pursuant to the Canadian Energy Regulator Act (Canada).
- "CIRNAC" means the Department of Crown-Indigenous Relations and Northern Affairs Canada.
- "CNGO" means the Canada-Nunavut Geoscience Office established and co-funded, and co-managed by the GC and the GN for purposes specified in section 2 of the Canada-Nunavut Geoscience Office [CNGO]: [2018-2023] Renewal Agreement, as amended or renewed.
- "Commissioner" means the Commissioner of Nunavut appointed pursuant to the *Nunavut Act* (Canada).
- "Commissioner's Lands" means lands belonging to His Majesty the King in right of Canada that are under the administration and control of the Commissioner immediately prior to the Transfer Date.

#### "Consult":

- (a) where NTI is one of the Parties being consulted, means with respect to NTI:
  - (i) to provide NTI with written notice of a matter to be decided, as early as possible in the decision making process, in sufficient form and detail to allow NTI to understand the potential decision and its potential impacts, and to fully prepare and present its views on the matter;
  - (ii) the provision of a reasonable period of time, having regard to any timeframes for the decision established by this Agreement, in which NTI may prepare its views on the matter, and the provision of a reasonable opportunity for NTI to present such views to, and discuss such views with,

- the Party obliged to consult, including, by way of: telephone communications, written communications, and/or in-person meetings;
- (iii) full and fair consideration of any views presented by NTI, including reasonable efforts by the consulting Party and NTI to reconcile their respective interests and seek to reach consensus on how to address any concerns of NTI, in advance of a decision on the matter; and
- (iv) the provision of written reasons for the decision by the consulting Party to NTI, where the decision varies from or rejects the views of NTI;
- (b) and in any other case, means:
  - to provide to the Party to be consulted notice of a matter to be decided in sufficient form and detail to allow that Party to present its views on the matter;
  - (ii) the provision of a reasonable period of time in which the Party to be consulted may prepare its views on the matter, and provision of an opportunity to present such views to the Party obliged to consult; and
  - (iii) full and fair consideration of any views presented by the Party consulted in advance of a decision on the matter.

"Contingent Settlement Lands" means lands described in subsection 19.4.1(a) of the Nunavut Agreement, section 8.8.7 of the Nunavik Inuit Land Claims Agreement, and section 5.8.7 of the Eeyou Marine Region Land Claims Agreement.

"Designated Inuit Organization" has the same meaning as set out in the Nunavut Agreement.

"DND-NTI DEW Line Environmental Agreement" means the "Agreement Between Nunavut Tunngavik Incorporated and Her Majesty in the right of Canada as Represented by the Minister of National Defence for the Clean-Up and Restoration of Distant Early Warning Sites within the Nunavut Settlement Area (Environmental Provisions)" entered into on September 1, 1998.

"DND-DEW Line Sites" means the "DEW Line Sites" as defined in the DND-NTI DEW Line Environmental Agreement.

"Eeyou Marine Region Land Claims Agreement" means the land claims agreement between the Crees of Eeyou Istchee and Her Majesty the Queen in right of Canada that is approved, given effect and declared valid by the *Eeyou Marine Region Land Claims Agreement Act* (Canada), which came into force on February 15, 2012, and includes any amendments to that agreement.

"Effective Date" means the date this Agreement is signed by all the Parties.

"Encumbering Right" means a right in respect of Inuit Owned Lands referred to in Part 7 of Article 21 of the Nunavut Agreement or any similar right administered by the GC or the GN pursuant to similar terms of any other Land Claims Agreement or a Settlement Agreement.

## "Existing Interest" means:

- (a) any right or interest that exists immediately prior to the Transfer Date under a provision of federal Legislation which is repealed or rendered inapplicable to such right or interest by an Act of Parliament implementing this Agreement;
- (b) any right or interest that exists immediately prior to the Transfer Date under an access order, permit, licence or other authorization, lease or agreement for lease or sale issued, granted or otherwise secured under a provision of federal Legislation which is repealed or rendered inapplicable to such right or interest by an Act of Parliament implementing this Agreement; or
- (c) any right or interest which is a renewal, replacement or successor of a right or interest referred to in paragraph (a) or (b) above, where a right to such renewal, replacement or successor right or interest exists immediately prior to the Transfer Date.

and for greater certainty, includes any right or interest referred to in paragraph (a), (b) or (c) above, that is an Encumbering Right.

**"Expired Site"** means any site listed in Part E of the Inventory of Sites and any site where, six months prior to the Transfer Date, an Authorization has expired and the site has not received final closure.

**"FDDIPI**" means the Final Domestic Demand Implicit Price Index for Canada published by Statistics Canada.

"Federal Agent Corporation" means an "agent corporation" as defined in subsection 83(1) of the Financial Administration Act (Canada).

"Federal Area" means any lands under the administration and control of the GC and any land on which is situated an Impacted Site for which the Management is the responsibility of the GC.

"Federal Building" means a non-residential building in Nunavut under the administration and control of either Public Works Canada or CIRNAC including the parcel of land upon which the building is situated.

"Federal Compensation" means the sum of the dollar value of an Affected Federal Employee's Federal Salary, Federal Employer Pension Contribution, Federal Vacation Leave Value, and the Federal Isolated Post Benefits.

#### "Federal Department" means:

- (a) a department named in Schedule I to the *Financial Administration Act* (Canada);
- (b) a division or branch of the federal public administration named in Schedule I.1 to the *Financial Administration Act* (Canada); or

(c) a "departmental corporation" as defined in section 2 of the *Financial Administration Act* (Canada).

"Federal Employer Pension Contribution" means the projected annual employer contribution to the Public Service Pension Plan that would have been made by the GC in respect of an Affected Federal Employee for the year beginning on the Transfer Date if that Affected Federal Employee would have remained a federal employee.

"Federal Isolated Post Benefits" means the dollar value of the environmental allowance, cost of living differential allowance, shelter cost differential allowance, fuel and utilities differential allowance and vacation travel assistance allowance components of the National Joint Council Isolated Post and Government Housing Directive (Canada) in effect at the date the job offer from the GN referred to in section 8.25 is made and calculated on the basis of that employee's entitlement to receive those allowances on that date.

"Federal Salary" means the salary, including any salary equalization adjustments, paid by the GC to an Affected Federal Employee at that employee's substantive level of appointment, as defined in the Policy on Terms and Conditions of Employment (Canada), and as set out in collective agreements between the Treasury Board of Canada and federal public service sector unions, or, for an unrepresented, excluded or executive Affected Federal Employee, means the salary paid by the GC on the day prior to Transfer Date to that employee at that employee's substantive level of appointment, as defined in the Policy on Terms and Conditions of Employment (Canada), and as determined by the Treasury Board of Canada.

"Federal Service" means the period of service with the GC which is recognized by the GC for the purposes of calculating an entitlement to a particular benefit immediately prior to the Transfer Date.

"Federal Term Employee" means a full-time or part-time employee of the GC who is appointed for a specified period of time and whose employment ceases at the expiration of that specified period.

"Federal Vacation Leave Value" means the dollar value of the number of hours of vacation leave an Affected Federal Employee would have been entitled to as a federal employee for the fiscal year beginning on the Transfer Date based on that employee's Federal Salary.

"Final Inventory of Sites" means the final inventory of sites referred to in section 6.9.

"Gas" means natural gas including coal-bed methane and all substances produced in association with natural gas.

"GC Staff Housing Rental Rate" means the amount payable by a GC employee residing in federal staff housing, billed directly against their bi-weekly pay, that covers the cost of rent, furniture, electricity, heating fuel, garbage removal, water, and sewage.

"Ghotelnene K'odtineh Dene" means:

- (a) prior to the date a Land Claims Agreement with Ghotelnene K'odtineh Dene is brought into effect, Northlands Denesuline First Nation and Sayisi Dene First Nation, as represented by their respective Chiefs and Councils; and
- (b) after the date a Land Claims Agreement with Ghotelnene K'odtįneh Dene is brought into effect, Ghotelnene K'odtįneh Dene as represented by Dene Nene Inc.
- "GN Annual Leave Value" means the dollar value of the number of hours of annual leave an Appointed Employee is entitled to for the fiscal year for which that employee's GN Compensation is being calculated, based on that employee's GN Salary.
- "GN Collective Agreement" means the Collective Agreement between the Nunavut Employees Union and the Minister responsible for the *Public Service Act* (Nunavut) in effect at the Transfer Date.
- "GN Compensation" means the sum of the dollar value of the applicable GN Salary, Nunavut Northern Allowance, Nunavut Household Allowance, GN Annual Leave Value, and GN Employer Pension Contribution.
- "GN Employer Pension Contribution" means the projected annual employer contribution to the Public Service Pension Plan that will be made by the GN in respect of an Appointed Employee for each year beginning on the Transfer Date.
- "GN Salary" means the salary level derived from the applicable step or percentage of the applicable pay range or pay band determined by the evaluation of the employee's position under the GN Terms of Employment and taking into account the years of relevant experience of that employee.
- **"GN Staff Housing Rental Rate**" means the amount payable to the GN by an Appointed Employee residing in a Transferred Staff Housing Unit, billed directly against their bi-weekly pay, that covers the cost of rent, furniture, heating fuel, garbage removal, water, and sewer. For the first five years following the Transfer Date this amount will also include electricity.
- "GN Staff Housing Rental Rate Adjustment" means an adjustment to the GN Staff Housing Rental Rate to ensure that the amount payable to the GN by the Appointed Employee for the Transferred Staff Housing Unit does not exceed the GC Staff Housing Rental Rate payable for an equivalent federal staff housing unit.
- "GN Terms of Employment" means the terms of employment applicable to GN employees including, as the case may be, the terms of employment set out in the GN Collective Agreement, the *Public Service Act* (Nunavut), and any other applicable collective agreement, excluded or senior management handbook or equivalent, GN human resource policies, or territorial Legislation, as any of the foregoing may exist from time to time.
- **"GN Transition Allowance**" means a non-pensionable, taxable payment of money to an Appointed Employee in an amount necessary to ensure that the sum of GN Compensation and the amount of such allowance is equal to the Federal Compensation of that Appointed Employee.

"Gross Expenditure Base" means a "Gross Expenditure Base" as defined in Part I.1 of the Federal-Provincial Fiscal Arrangements Act (Canada).

"Impacted Site" means an Abandoned Site where an Alteration Requiring Remediation exists.

"Implementation Plan" means the Implementation Plan referred to in section 12.2.

"Implementation Planning Committee" means the Implementation Planning Committee referred to in section 12.1.

"Implementation Planning Committee Terms of Reference" means the Implementation Planning Committee Terms of Reference referred to in section 12.1.

"Implementation Representatives Table" means the Implementation Representatives Table referred to in section 12.3.

"Improvement Value" means a determination of the fair actual value of the improvement, at the time the GC takes, or has relinquished to it, administration and control of the land, calculated in accordance with the method for calculating the fair actual value of improvements to land set out in territorial Legislation of general application relating to the assessment of taxes on real property in Nunavut.

"Indigenous Peoples" has the meaning assigned by the definition "aboriginal peoples of Canada" in subsection 35(2) of the *Constitution Act, 1982*.

"Initial Ten Year Period" has the meaning set out in section 7.3.

"Insolvency Event" means the occurrence of any of the following events:

- (a) an Operator:
  - (i) files a voluntary application for a bankruptcy order or files any proposal or notice of intent to file a proposal, or files any application or otherwise commences any action or proceeding seeking reorganization, arrangement, consolidation or readjustment of its debts or securities or which seeks to stay or has the effect of staying, any creditors, or for any other relief under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada) or under any other bankruptcy, insolvency, liquidation, winding-up, corporate or similar statute or law, provincial, territorial, state or federal, now or hereafter existing, or consents to, approves of or acquiesces in, any such application, proposal, action or proceeding;
  - (ii) applies for or acquiesces in the appointment of a receiver, assignee, monitor, liquidator, sequestrator, custodian or trustee or similar official (whether or not on an interim or permanent basis) for it or for all or any part of its assets;
  - (iii) makes an assignment for the benefit of creditors; or

- (iv) is unable generally to pay its debts as they become due;
- (b) an involuntary application for a bankruptcy order or proposal is filed or an action or proceeding is otherwise commenced seeking reorganization, arrangement, consolidation or readjustment of the Operator's debts or securities or for any other relief under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada) or under any other bankruptcy, insolvency, liquidation, winding-up, corporate or similar statute or law, provincial, territorial, state or federal, now or hereafter existing; or
- (c) a receiver, assignee, liquidator, administrator, sequestrator, custodian, trustee, monitor or similar official (whether or not on an interim or permanent basis) is appointed for the Operator or for all or any part of the Operator's assets.

"Interim Inventory of Sites" means the Interim Inventory of Sites referred to in section 6.1.

"Inuit" has the same meaning as set out in the Nunavut Agreement.

"Inuit Firm" has the same meaning as set out in section 24.1.1 of the Nunavut Agreement.

"Inuit Owned Lands" has the same meaning as set out in the Nunavut Agreement.

"Inventory of Sites" means the Interim Inventory of Sites or the Final Inventory of Sites once it replaces the Interim Inventory of Sites as contemplated by section 6.9.

"ISMC" means the Impacted Sites Management Committee referred to in section 6.77.

"IT Assets" means all telecommunication related and computing related assets, including computer hardware, computer software and supporting network infrastructure such as cabling, hubs and switches, owned by the GC, immediately prior to the Transfer Date, dedicated to or used by NAO or CNGO for those functions related to the administration and control of Public Lands and rights in respect of Waters which will no longer be performed by the GC following the Transfer Date.

"Land Claims Agreement" means a land claims agreement within the meaning of section 35 of the Constitution Act, 1982 (Canada).

"Leased Staff Housing Units" means a residential accommodation unit leased by the GC and provided by the GC to an Affected Federal Employee.

"Legislation" means legislation of Parliament or the Legislature in force from time to time and all regulations and subordinate legislation of such Parliament or Legislature in force from time to time.

"Legislative Assembly" means the Legislative Assembly of Nunavut established by the Nunavut Act (Canada).

"Legislature" means the Legislature for Nunavut established pursuant to section 12 of the *Nunavut Act* (Canada).

"Listed Federal Building and Properties" means a Federal Building or property on the list appended to and forming part of this Agreement pursuant to section 9.1.

"Makivik" has the meaning set out in the Nunavik Inuit Land Claims Agreement Act (Canada).

**"Management"** means, in respect of an Impacted Site, the process of the identification, assessment and Remediation of that Impacted Site.

"Minerals" means precious or base metals or other non-living naturally occurring substances that are, or were before production, part of land, whether solid, liquid or gaseous, including coal but not including Oil, Gas or water.

"Mineral Revenues" means revenues derived by the GN from:

- (a) a specific tax imposed by the GN on the exploration, production and development of Minerals which, for greater certainty, does not include corporate income tax; and
- (b) royalties, licences, rentals or other fees related to the exploration, production and development of Minerals.

"Moveable Assets" means the tangible personal property located in Nunavut and owned by the GC immediately prior to the Transfer Date and used solely in relation to those NAO or CNGO functions related to the administration and control of Public Lands and rights in respect of Waters which will no longer be performed by the GC following the Transfer Date, including chattels, equipment (including laboratory equipment and water monitoring stations), furniture, motor vehicles and IT Assets and any documents of title in the possession of the GC related to such tangible personal property but, for greater certainty, not including any chattel paper, money or securities, accounts, instruments or other intangible personal property that are not documents of title.

"NAO" means the Northern Affairs Organization of CIRNAC as it relates to Nunavut.

"**Net Fiscal Benefit**" means the amount of Resource Revenues that is not offset against the Territorial Formula Financing Payment pursuant to sections 11.2 and 11.3.

"New Site Requiring Remediation" means an Abandoned Operating Site, Abandoned Expired Site, Unlisted Site or Remediated Site which is determined to be a New Site Requiring Remediation pursuant to section 6.45, 6.50 or 6.69.

"Notice of Alternative Delivery Initiative" means a notice issued by the GC to an employee of the GC of an alternative delivery initiative pursuant to Part VII of the National Joint Council Workforce Adjustment Directive (Canada) or equivalent provisions of any collective agreement applicable to such employee.

"Nunavik Inuit Land Claims Agreement" means the land claims agreement between the Nunavik Inuit and Her Majesty the Queen in right of Canada that is approved, given effect and declared valid by the *Nunavik Inuit Land Claims Agreement Act* (Canada), which came into force on July 10, 2008, and includes any amendments to that agreement.

"Nunavut" means the territory of Nunavut as established by the Nunavut Act (Canada).

"Nunavut Agreement" means the Agreement Between the Inuit of the Nunavut Settlement Area as represented by the Tungavik Federation of Nunavut and Her Majesty the Queen in right of Canada, executed on May 25, 1993 and ratified, given effect and declared valid by the Nunavut Land Claims Agreement Act (Canada) and entered into force on July 9, 1993, and includes any amendments to that agreement.

"Nunavut Household Allowance" means the allowance paid by the GN to eligible employees designed to offset some of the costs of owning or renting a home in Nunavut.

"Nunavut Northern Allowance" means the northern allowance paid by the GN to its employees to offset community differences in the cost of living and travel.

"Nunavut Settlement Area" has the meaning as set out in section 3.1.1 of the Nunavut Agreement.

"NuPPAA" means the Nunavut Planning and Project Assessment Act (Canada).

"Offshore" means the seabed and the subsoil below the seabed that are not in the Onshore.

"Oil" means crude petroleum, regardless of gravity, produced at a well-head in liquid form and any other hydrocarbons, except Gas. It includes hydrocarbons that may be extracted or recovered from surface or subsurface deposit of oil sand, bitumen, bituminous sand or oil shale or from other types of deposits, but does not include coal.

"Oil and Gas Revenues" means all revenues derived by the GN, for the Onshore, from the issuance and administration of Oil and Gas exploration, production and development rights, including royalties, licence fees, well-head taxes, levies, forfeited work expenditure deposits and non-refundable or forfeited rentals and cash bonus bids, but does not include:

- (a) any other revenues accruing to the GN through taxes or similar levies, even if those levels of revenues are influenced by resource development activity; and
- (b) taxation revenue associated with Oil and Gas operations which, in a province, would normally accrue to the GC.

#### "Onshore" means:

- (a) lands, including lands under water, that lie landward of the low water line (ordinary high water mark in respect of Settlement Lands) of the sea coast of the mainland or any naturally occurring permanent island in that part of Canada lying north of the sixtieth parallel of north latitude and east of the boundary described in Schedule I of the *Nunavut Act* (Canada) and not within any province;
- (b) lands, including lands under water, that lie landward of the low water line (ordinary high water mark in respect of Settlement Lands) of the sea coast of the islands in Hudson Bay, James Bay or Ungava Bay that are not within any province; and

(c) lands under water within Small Enclosed Bays along the sea coast of the mainland or any naturally occurring permanent island in that part of Canada referred to in (a) and (b), above.

"**Operating Site**" means a site listed in Part A of the Inventory of Sites and any site which is not an Abandoned Site as at the Transfer Date.

"**Operator**" means a person legally responsible, other than as set out in this Agreement, for the care, maintenance or Remediation of a site.

"Owned Staff Housing Units" means a residential accommodation unit under the administration and control of either Public Works Canada or CIRNAC and includes the parcel of land upon which the building is situated.

"Parliament" means the Parliament of Canada established pursuant to section 17 of the Constitution Act, 1867.

"Party" means a party to this Agreement and "Parties" means all of the parties to this Agreement unless otherwise specified.

"Petroleum" means Oil or Gas.

"Post-Devolution Strategy" means the Post-Devolution Human Resources Development Strategy referred to in section 7.3 of this Agreement.

"**Public Lands**" means any land in the Onshore, or any interest in such land, that belongs to His Majesty the King in right of Canada and includes beds of bodies of waters, Minerals, Oil, Gas and buildings, structures, improvements and other fixtures, on, above or below the surface of the land, except for:

- (a) Commissioner's Lands; and
- (b) such other lands, or any interest therein, specifically excluded from transfer pursuant to the terms of this Agreement.

"Public Works Canada" means the Department of Public Works and Government Services Canada.

"Qualification Standards" means the qualification standards established by the Treasury Board Secretariat of Canada for the federal core public administration by occupational group or classification.

"Record" means a record of information, regardless of physical form or medium, including: correspondence, memoranda, electronic mail, books, plans, maps, drawings, diagrams, pictorial or graphic works, photographs, films, microfilms, sound recordings, videotapes, machine readable records, facsimiles, facsimile transmittal records, and facsimile activity reports.

"Released Site" means any site listed in Part D of the Inventory of Sites and any site in respect of which the GC will be released from responsibility to Remediate pursuant to this Agreement in accordance with section 6.23, 6.38, 6.56, 6.60 or 6.61 or any other provision of this Agreement.

"Remediate" or "Remediation" means the prevention, minimization or mitigation of damage to human health or the environment by an Alteration through the development and application of a planned approach to remove, destroy, contain or otherwise reduce availability of contaminants to receptors of concern, and to remove, destroy or contain safety hazards and includes monitoring required by a licence, permit or other authorization.

#### "Remediated Site" means:

- (a) any site listed in Part C of the Inventory of Sites; and
- (b) any site which is determined to be a Remediated Site pursuant to section 6.35 or 6.39.

"Resource Revenues" means the sum of Mineral Revenues, Oil and Gas Revenues, and Water Revenues due to and received by the GN through this Agreement as a result of the Commissioner's administration and control of Public Lands and rights in respect of Waters but does not include amounts in respect of:

- (a) any Settlement and Land Claims Agreement Payments paid or payable in respect of such revenues;
- (b) any payment, whether in money or in kind, to the GN as owner or part owner of the produced resource;
- (c) any payment provided to the GN for the recovery of the administrative costs of an application or a service provided; or
- (d) any such revenues in respect of an Encumbering Right to be accounted for and paid by the GN, or by the GN on behalf of the GC, to an Indigenous group pursuant to the terms of a Land Claims Agreement or a Settlement Agreement.

"Resource Revenue Subject to Offset" means in any particular fiscal year the amount determined pursuant to section 11.3.

"Self-Government Agreement" means a self-government agreement concluded between the Crown and an Indigenous People with Aboriginal or treaty rights under section 35 of the Constitution Act, 1982 in Nunavut.

#### "Settlement Agreement" means:

- (a) the Nunavut Agreement;
- (b) the Eeyou Marine Region Land Claims Agreement;

- (c) the Nunavik Inuit Land Claims Agreement;
- (d) a Land Claims Agreement with the Athabasca Denesųliné, from the date such agreement is brought into effect;
- (e) a Land Claims Agreement with Ghotelnene K'odtineh Dene, from the date such agreement is brought into effect; or
- (f) any Land Claims Agreement pursuant to which the title to lands in Nunavut is vested in an Indigenous party to such an agreement, from the date such agreement is brought into effect.

"Settlement and Land Claims Agreement Payments" means payments to an Indigenous group of any amount equivalent to a percentage of resource royalties received by GN in a year pursuant to the terms of a Land Claims Agreement or a Settlement Agreement, including the payments referred to in section 25.1.1 of the Nunavut Agreement, section 15.1.1 of the Nunavik Inuit Land Claims Agreement and section 23.1 of the Eeyou Marine Region Land Claims Agreement.

"Settlement Lands" means lands in Nunavut the title to which is vested in an Indigenous party to a Settlement Agreement pursuant to the terms of that Settlement Agreement and includes Inuit Owned Lands.

"Site Requiring Remediation" means any site listed in Part B of the Inventory of Sites.

"Small Enclosed Bays" means any coastal indentation where both:

- (a) the distance of a straight line across the entrance of the indentation at the lowwater line (ordinary high-water mark in respect of Settlement Lands) measures 4 kilometres or less; and
- (b) the area of the indentation, including any islands or parts of islands lying within the indentation, is greater than that of a semicircle whose diameter is the distance of the straight line across the entrance of the indentation at the low-water line (ordinary high-water mark in respect of Settlement Lands).

"**Standards**" means the standards applicable to the Remediation of an Alteration as determined pursuant to sections 6.16 to 6.19.

"Straddling Resources" means a "pool" or "field" as those terms are defined in section 2 of the Canada Oil and Gas Operations Act (Canada) which straddles the Offshore and the Onshore.

"Territorial Formula Financing Payment" means the payment payable to the GN from the GC for a fiscal year as determined under Part I.1 of the Federal-Provincial Fiscal Arrangements Act (Canada), or any successor Legislation or program governing the financial arrangements between the GC and the GN.

"Transfer Date" means the date upon which the federal Legislation amending or repealing and replacing the *Nunavut Act* (Canada) in accordance with subsection 3.7(a) comes into effect and shall be April 1st of the year being at least three full years from the Effective Date.

"Transferred Staff Housing Unit" means a residential accommodation unit provided by the GC to an Affected Federal Employee that is the subject of a transfer of administration and control to the GN or of an assignment of the GC's leasehold interest to the GN pursuant this Agreement.

"**Transitional Strategy**" means the Transitional Human Resources Development Strategy referred to in section 7.1 of this Agreement.

"**Unlisted Site**" means any site that is an Abandoned Site, as at the Transfer Date, located on Public Lands and is not listed in the Inventory of Sites.

"Waters" means any inland waters on or below the surface of land Onshore, whether in a liquid or frozen state, except for waters or rights in respect of waters that are excluded from transfer pursuant to this Agreement.

"Water Revenues" means revenues derived by the GN from the sale or disposition of rights in respect of Waters, which, for greater certainty, does not include corporate income tax.

## **Headings and Internal References**

1.2 The headings used in this Agreement and its division into chapters, sections, subsections, paragraphs, subparagraphs and other subdivisions do not affect its interpretation. Unless the context otherwise requires, references in this Agreement to chapters, sections, subsections, paragraphs, subparagraphs and other subdivisions are to those parts of this Agreement.

#### Reference to Statute

- 1.3 Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate Legislation made under that statute.
- 1.4 Unless otherwise specified, references to Legislation are to be construed as a reference to that Legislation as amended, modified, restated, supplemented, extended, renacted, replaced or superseded at any time.

#### Number

1.5 Unless the context requires otherwise, words importing the singular number include the plural and vice versa.

## Use of Term "Including"

1.6 Unless otherwise specified, use of the word "including" means "including without limitation," and use of the word "includes" means "includes without limitation."

#### Reference to a Party

1.7 A reference to one Party or two Parties in a provision of this Agreement shall not be interpreted as implying or inferring any obligation on or acknowledgment by any Party not mentioned in that provision.

#### **Calculation of Time**

1.8 Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made or action is to be taken, shall be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period shall end on the next Business Day.

# **Appendices**

1.9 The following appendices are attached hereto and form part of this Agreement:

Appendix 1 – Contacts for Notices

Appendix 2 – List of Government Obligations

Appendix 3 – Inventory of Exclusions

Appendix 4 – Inventory of Sites (Interim Inventory of Sites then the Final Inventory of Sites once the Interim Inventory of Sites is replaced as contemplated in section 6.9)

Appendix 5 – Terms of Reference for ISMC

Appendix 6 – Post-Devolution Strategy

Appendix 7 – Listed Federal Buildings and Properties and Owned Staff Housing Units

Appendix 8 – Preliminary List of Office Leases and Leased Staff Housing Units

Appendix 9 - Expected GN Implementation Activities Between the Effective Date and the Transfer Date and Infrastructure Projects

Appendix 10 - Expected NTI Implementation Activities Between the Effective Date and the Transfer Date

1.10 The following appendices attached hereto do not form part of this Agreement and are for information purposes only:

Appendix 11 – Protocol for Review of Devolution Legislation and Nunavut Agreement Amendment

Appendix 12 – Nunavut Agreement for Coordination and Cooperation with respect to Onshore and Offshore Petroleum Resources

Appendix 13 – Agreement for Coordination and Cooperation with respect to Lands Management in Nunavut

Appendix 14 – Implementation Planning Committee Terms of Reference

## **Conflict of Provisions**

1.11 If there is an inconsistency or conflict between a provision of this Agreement and a provision of an appendix, the provision of this Agreement shall prevail.

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# CHAPTER 2 GENERAL PROVISIONS

#### **Constitution of Canada**

- 2.1 Nothing in this Agreement shall be construed so as to give the Legislature greater powers than are given to legislatures of the provinces under sections 92, 92A and 95 of the *Constitution Act*, 1867, with respect to similar classes of subjects described in those sections.
- 2.2 The Legislature will not have the authority to make laws in relation to matters within class 24 of section 91 of the *Constitution Act, 1867*, except to the extent that such authority is:
  - (a) provided to the Legislature by federal Legislation for the purposes of implementing Land Claims Agreements or Self-Government Agreements; or
  - (b) already given to the Legislature on the date this Agreement is signed.

## **Paramountcy**

2.3 Nothing in this Agreement shall be construed so as to prevent an Act of Parliament from prevailing over territorial Legislation to the extent of any conflict between them.

#### **Indemnities**

- 2.4 The GN shall indemnify the GC, or any of its employees or agents, against all costs, charges and expenses, including amounts paid to settle an action or to satisfy a judgment, that may be reasonably incurred in respect of any claim, action or other proceeding brought against the GC, or any of its employees or agents, arising out of any acts or omissions of the GN, its employees or agents, occurring:
  - (a) following the Transfer Date, in respect of land under the administration and control of the Commissioner, except Commissioner's Lands;
  - (b) following the Transfer Date, in respect of Existing Interests;
  - (c) following the Transfer Date, in respect of rights in respect of Waters;
  - (d) in respect of any security assigned to the GN pursuant to this Agreement;
  - (e) in respect of Records copied, loaned or transferred pursuant to this Agreement, unless such an act or omission is required pursuant to this Agreement; or
  - (f) in respect of Remediation performed pursuant to this Agreement.
- 2.5 The GN shall indemnify the GC against all costs, charges and expenses, including amounts paid to settle an action or to satisfy a judgment, that may be reasonably incurred in respect of any claim, action or other proceeding brought against the GC

- arising out of a failure by the GN to meet its obligations under this Agreement in respect of any Affected Federal Employee or Appointed Employee.
- 2.6 The GC shall indemnify the GN, or any of its employees or agents, against all costs, charges and expenses, including amounts paid to settle an action or to satisfy a judgment, that may be reasonably incurred in respect of any claim, action or other proceeding brought against the GN, or any of its employees or agents, arising out of any acts or omissions of the GC, its employees or agents, occurring:
  - (a) in respect of Public Lands or any land the administration and control of which is transferred by the GC to the Commissioner following the Transfer Date, where the act or omission occurred prior to the date the Commissioner received the administration and control of the land;
  - (b) prior to the Transfer Date, in respect of Existing Interests;
  - (c) prior to the Transfer Date, in respect of rights in respect of Waters;
  - (d) in respect of the taking of administration and control of land from the Commissioner pursuant to section 3.34 or the making of a prohibition order pursuant to section 3.36;
  - (e) in respect of any security required to be assigned to the GN pursuant to this Agreement;
  - (f) in respect of Records transferred to the GN pursuant to this Agreement; or
  - (g) in respect of Remediation performed pursuant to this Agreement.
- 2.7 The GC or the GN, or any of their employees or agents, shall not be entitled to be indemnified under section 2.4, 2.5 or 2.6 if the claim, action or proceeding was settled out of court without the written consent of the Party that is required to provide the indemnity referred to in each of these sections.

#### **Appropriation of Funds**

- 2.8 The GC's obligations to pay any amount of money pursuant to this Agreement, including any amount contemplated in Chapter 10 of this Agreement, shall be at all times subject to the appropriation of funds by Parliament.
- 2.9 The GN's obligations to pay any amount pursuant to this Agreement shall at all times be subject to the appropriation of funds by the Legislature and the requirement for a sufficient uncommitted balance of the appropriated item for the fiscal year in which the expenditure is required.

#### **Northwest Territories Oil and Gas Accord**

- 2.10 Consistent with and complementary to section 2.16 of the Northwest Territories Lands and Resources Devolution Agreement, to the extent that the provisions of this Agreement relate to Oil and Gas resources, such provisions:
  - (a) constitute a component of, but not the entirety of, the Northwest Territories Oil and Gas Accord referred to in Annex I-C-25 of the North American Free Trade Agreement, Reservation I-C-14 of the Canada-United States-Mexico Agreement, and any equivalent reservation under any of Canada's other free trade agreements or foreign investment promotion and protection agreements; and
  - (b) include measures implementing the Northwest Territories Oil and Gas Accord that apply to or are adopted by Nunavut as the successor territory to the Northwest Territories:

For greater certainty, the conclusion of this component of the Northwest Territories Oil and Gas Accord is without prejudice to the conclusion of other components relating to subject matters originally contemplated as being included in such Accord but not settled in this Agreement.

## **Nunavut Boundary**

2.11 The Parties acknowledge and agree that this Agreement is concluded without prejudice to any position of any Party with respect to the interpretation of the boundaries of Nunavut as described in section 3 of the *Nunavut Act* (Canada).

# Other Programs

- 2.12 Nothing in this Agreement shall preclude a person from being eligible to participate in any federal or territorial programs, inclusive of the financial benefits related to such programs, in accordance with applicable program criteria, as such programs may exist from time to time.
- 2.13 Nothing in this Agreement shall affect the eligibility of:
  - (a) Inuit, NTI and the Designated Inuit Organizations;
  - (b) other Indigenous Peoples or organizations; or
  - (c) the GN;

to receive or benefit from federal programs, federal grants or federal contributions related to land and resource management in accordance with applicable criteria, as such programs, grants and contributions may exist from time to time.

### **Effective Date of this Agreement**

2.14 This Agreement shall take effect on the Effective Date.

#### **Governing Law**

2.15 This Agreement shall be governed and construed in accordance with the laws of Nunavut and the laws of Canada as applicable.

#### **Jurisdiction of Nunavut Court of Justice**

- 2.16 The Nunavut Court of Justice shall have jurisdiction in respect of any action or proceeding arising out of this Agreement.
- 2.17 Nothing in section 2.16 shall be construed so as to limit the jurisdiction of any other court, including the Federal Court of Canada, as such jurisdiction may be set forth from time to time in Legislation establishing such a court.

#### **Conflict with Land Claims Agreements**

2.18 In the event of an inconsistency or conflict between this Agreement and the Nunavut Agreement, any other Settlement Agreement, Self-Government Agreement or any other Land Claims Agreement, the Nunavut Agreement, the Settlement Agreement, the Self-Government Agreement or the other Land Claims Agreement, as the case may be, shall prevail to the extent of the inconsistency or conflict.

#### **Further Assurances**

2.19 The Parties shall with reasonable diligence do all things and provide such further documents or instruments as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

# Severability

- 2.20 Unless otherwise determined by a court of competent jurisdiction, if any provision of this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be considered by any of the Parties to be affected or impaired.
- 2.21 If a court of competent jurisdiction finally determines that any provision of this Agreement is invalid, illegal or unenforceable, the Parties shall make their best efforts to amend this Agreement to remedy or replace the provision having regard to the intent expressed in the provision.

#### Waiver

2.22 No waiver of satisfaction of a condition or non-performance of an obligation under this Agreement is effective unless it is in writing and signed by the party granting the waiver. No waiver under this section affects the exercise of any other rights or obligations under this Agreement.

#### Amendment

2.23 Except where otherwise provided in this Agreement, the provisions of this Agreement may be amended but only if such amendment is made by the Parties and reflected in a written agreement between them.

# Counterparts

2.24 This Agreement may be signed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute one single document. Counterparts may be transmitted in electronic scanned form and each such transmitted counterpart shall be deemed to be an original. Parties transmitting electronically shall also deliver an original counterpart to the other Parties, but failure to do so shall have no effect on the validity this Agreement.

#### **Notices and Communications**

- 2.25 Any notice to be given or communication made to a Party pursuant to this Agreement shall be in writing and shall be effectively given or made if delivered:
  - (a) personally, either to the individual designated for such Party in a schedule in this Agreement, or to an individual having apparent authority to accept deliveries on behalf of such individual at its address set out in a schedule to this Agreement; or
  - (b) by electronic mail, at or to the applicable addresses or electronic mail addresses, set out opposite the Party's name set out in Appendix 1 to this Agreement or at or to such other address or electronic mail address for a Party as such Party from time to time designates to the other Parties in the same manner.
- 2.26 A notice or communication will be considered to have been effectively given or made:
  - (a) if delivered by hand during business hours on a Business Day, upon receipt by the individual designated for that Party in Appendix 1 to this Agreement, or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out in Appendix 1 to this Agreement, and if not delivered during business hours, upon the commencement of business on the next Business Day; or
  - (b) if sent by electronic mail, on the day the sender receives delivery notification by return electronic mail, if that day is a Business Day and if the confirmation was received prior to 5:00 p.m. local time in the place of delivery or receipt, and otherwise, on the next Business Day.

## **Interpretation and Aboriginal Rights and Interests**

2.27 This Agreement shall be interpreted in a manner consistent with the recognition and affirmation of Aboriginal and treaty rights in section 35 of the *Constitution Act, 1982* and for greater certainty, nothing in this Agreement or its implementing Legislation, shall be construed so as to abrogate or derogate from, or to limit or restrict in any manner:

- (a) the Constitution of Canada;
- (b) any Aboriginal or treaty right recognized and affirmed under section 35 of the *Constitution Act*, 1982;
- (c) any fiduciary duty or obligation of the Crown to Indigenous Peoples, including any obligation arising from the Constitution of Canada; or
- (d) any executive, prerogative or statutory powers or any legislative authority of the GC, Parliament, the GN or the Legislature, as the case may be, to affect rights referred to in subsection 2.27(b) or 2.27(c) in a manner consistent with the *Constitution Act*, 1982.
- 2.28 This Agreement shall not delay, impair or impede any treaty, land claims or self-government negotiation processes with Indigenous Peoples having or asserting rights in Nunavut in progress at the Effective Date of this Agreement, and the settlement of such negotiation processes, within the policies and mandates given to their respective officials to negotiate such agreements from time to time, shall remain a matter of high priority of the GC and the GN.
- 2.29 Nothing in this Agreement shall be construed so as to preclude any person from advocating before the courts any position on the existence, nature or scope of any Aboriginal or treaty right of Indigenous Peoples, or of any fiduciary obligation, or any other constitutional obligation, to Indigenous Peoples.
- 2.30 This Agreement is an agreement for the devolution or transfer of jurisdiction from GC to GN within the meaning of section 2.10.2 of the Nunavut Agreement.

#### **Settlement Agreements**

- 2.31 As soon as practicable following the Effective Date but no later than six months following the Effective Date, the GC and the GN shall jointly enter into discussions with each Indigenous party to a Settlement Agreement for purpose of:
  - (a) identifying government obligations under such Settlement Agreement affected by the transfer of administration and control of Public Lands and rights in respect of Waters to the Commissioner pursuant to this Agreement; and
  - (b) developing a schedule allocating responsibility for those government obligations identified in subsection 2.31(a) to the GN, the GC or both the GN and the GC.
- 2.32 As soon as practicable after the signing of this Agreement but no later than 6 months after the signing of this Agreement, the GC and the GN shall jointly enter into discussions with Ghotelnene K'odtįneh Dene for purpose of:
  - (a) identifying government obligations under the draft Land Claims Agreement with Ghotelnene K'odtįneh Dene affected by the transfer of administration and control of Public Lands and rights in respect of Waters to the Commissioner pursuant to this Agreement; and

- (b) developing a schedule allocating responsibility for those government obligations identified in subsection 2.32(a) to the GN, the GC or both the GN and the GC.
- 2.33 As soon as practicable after the signing of this Agreement but no later than 6 months after the signing of this Agreement, the GC and the GN shall jointly enter into discussions with the Athabasca Denesyliné for purpose of:
  - (a) identifying government obligations under the draft Land Claims Agreement with the Athabasca Denesųlinė affected by the transfer of administration and control of Public Lands and rights in respect of Waters to the Commissioner pursuant to this Agreement; and
  - (b) developing a schedule allocating responsibility for those government obligations identified in subsection 2.33(a) to the GN, the GC or both the GN and the GC.
- 2.34 The schedules referred to in subsection 2.31(b), 2.32(b) and 2.33(b) shall be appended as Appendix 2 and shall form part of this Agreement.
- 2.35 As of the Transfer Date the GN and the GC shall be responsible for fulfilling government obligations in accordance with the allocation of such obligations set out in Appendix 2.

## **Languages of this Agreement**

2.36 There shall be Inuktut, English and French versions of this Agreement. The English and French versions shall be the authoritative versions and shall each be equally authoritative.

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# CHAPTER 3 TRANSFER OF RESPONSIBILITIES

# Administration and Control of Public Lands and Rights in Respect of Waters

- 3.1 As of the Transfer Date the Commissioner shall have administration and control of Public Lands and rights in respect of Waters.
- 3.2 Notwithstanding the transfer under section 3.1, Public Lands and rights in respect of Waters belonging to His Majesty the King in right of Canada at the Transfer Date shall continue to belong to His Majesty the King in right of Canada.
- 3.3 For greater certainty, the Public Lands and rights in respect of Waters referred to in section 3.2 are, as of the Effective Date, subject to outstanding claims related to Aboriginal rights, including Aboriginal title, and treaty rights.

## **Existing Rights**

- 3.4 The transfer of the administration and control of Public Lands and rights in respect of Waters to the Commissioner referred to in section 3.1 shall not affect:
  - (a) any existing right or interest or trust, including any Existing Interest, in respect of Public Lands; or
  - (b) any existing right, including any Existing Interest, in respect of Waters.

#### **Exercise of Administration and Control**

- 3.5 The administration of Public Lands and rights in respect of Waters by the Commissioner shall be exercised in a manner consistent with the terms and conditions of this Agreement.
- 3.6 Without limiting the generality of section 3.1, as of the Transfer Date, the Commissioner may, subject to the terms and conditions of this Agreement, use, sell or otherwise dispose of the entire or any lesser interest in Public Lands and retain the proceeds of their use, sale or disposition, and may exercise rights in respect of Waters, or sell or otherwise dispose of them and retain the proceeds of their exercise, sale or disposition.

# **Legislation and Legislative Authorities**

- 3.7 As soon as practicable, the GC shall introduce into Parliament and support as a government measure Legislation necessary to:
  - (a) repeal and replace or amend the *Nunavut Act* (Canada) in order to provide that:
    - (i) the Commissioner has the administration and control of Public Lands and of rights in respect of Waters;

- (ii) the Legislature has the authority to make laws in relation to Public Lands, Waters, and the disposition of any right or interest in Public Lands or of any right in respect of Waters;
- (iii) the Legislature may make laws in relation to:
  - (A) the exploration for non-renewable natural resources in the Onshore;
  - (B) the development, conservation and management of non-renewable natural resources in the Onshore, including laws in relation to the rate of primary production from those resources;
  - the development, conservation and management of sites and facilities in the Onshore for the generation and production of electrical energy;
  - (D) oil and gas pipelines located entirely in the Onshore;
  - (E) the export, from Nunavut to another part of Canada, of the primary production from non-renewable natural resources in the Onshore, and of electrical energy generated or produced from facilities in the Onshore; and
  - (F) the raising of money by any mode of taxation in respect of nonrenewable natural resources in the Onshore and the primary production from those resources and in respect of sites and facilities referred to in subparagraph 3.7(a)(iii)(C) and the production of electrical energy from them;
- (iv) laws made in relation to the matters referred to in subparagraph 3.7(a)(iii)(E) may not authorize or provide for discrimination in prices or in supplies exported;
- (v) laws made in relation to the matters referred to in subparagraph 3.7(a)(iii)(F) may not authorize or provide for taxation that differentiates between production that is not exported and production that is exported to another part of Canada; and
- (vi) the implementation of territorial Legislation and any restrictions on such Legislation or powers of a federal Minister under such Legislation referred to in sections 3.8 to 3.12 is enabled:
- (b) make the *Nunavut Archaeological and Palaeontological Sites Regulations* made under the *Nunavut Act* (Canada) inapplicable in respect of the Onshore except lands under the administration and control of the GC;
- (c) repeal the *Nunavut Waters and Nunavut Surface Rights Tribunal Act* (Canada) and any regulations made under that Act;

- (d) subject to subsection 3.7(e), amend the NuPPAA to provide to a territorial Minister, with effect as of the Transfer Date, the following functions of the federal Minister under the NuPPAA as they exist immediately prior to the Transfer Date:
  - (i) in respect of a project wholly in the Onshore and not, wholly or partly, in a Federal Area:
    - (A) the functions of the federal Minister under paragraph 73(1)(b) of the NuPPAA to act as a responsible Minister when no other federal or territorial Minister is a responsible Minister;
    - (B) the functions of the federal Minister under subsection 149(3) of the NuPPAA to receive and distribute documents to responsible Ministers; and
    - (C) the functions of the federal Minister under subsection 149(4) of the NuPPAA to perform the duties of the responsible Minister under subsection 200(4) of the NuPPAA;
  - (ii) in respect of an emergency situation wholly in the Onshore and not, wholly or partly, in a Federal Area:
    - (A) the functions of the federal Minister under paragraph 152(1)(c) of the NuPPAA in respect of certifying that an emergency exists;
    - (B) the functions of the federal Minister under subsection 152(2) of the NuPPAA in respect of the receipt of reports of works or activities to address an emergency or required after the end of the emergency;
    - (C) the functions of the federal Minister under subsection 152(3) of the NuPPAA in respect of the receipt of reports from the Nunavut Planning Commission;
    - (D) the functions of the federal Minister under subsection 152(4) of the NuPPAA in respect of the receipt of reports from the Nunavut Impact Review Board; and
    - (E) the functions of the federal Minister under subsection 152(6) of the NuPPAA in respect of imposing terms and conditions on the carrying out of works or activities required after the end of the emergency;
  - (iii) in respect of a project partly in the "designated area" (as defined in the NuPPAA) where the part of the project in the "designated area" is wholly in the Onshore and not, wholly or partly, in a Federal Area, the functions of the federal Minister under subsection 159(1) of the NuPPAA to approve an agreement in respect of the coordination of the review of such part of the project; and

- (iv) the functions of the federal Minister under section 209 of the NuPPAA to designate persons to verify compliance or prevent non-compliance with the NuPPAA in respect of areas wholly in the Onshore and not in a Federal Area, and the function of the federal Minister under subsection 210(3) of the NuPPAA to provide such designated persons with a certificate.
- (e) provide that the functions referred to in subsection 3.7(d) shall not include functions of the federal Minister in respect of a project which is referred for review to a federal environmental assessment panel pursuant to subparagraph 94(1)(a)(i) of the NuPPAA.
- (f) amend the NuPPAA to provide, with effect as of the Transfer Date, that the members and Chairperson of the Nunavut Impact Review Board shall be appointed in the following manner:
  - (i) two members shall be appointed by a federal Minister;
  - (ii) two members shall be appointed by a territorial Minister;
  - (iii) four members shall be appointed by a territorial Minister on the nomination of the Designated Inuit Organization;
  - (iv) the Chairperson shall be appointed by a federal Minister, following consultation with a territorial Minister, from nominations agreed to and provided by the 8 other members; and
  - (v) any members in respect of Areas of Equal Use and Occupancy shall be appointed by a territorial Minister on the nomination of Makivik;
- (g) amend the NuPPAA to provide, with effect as of the Transfer Date, that the members and Chairperson of the Nunavut Planning Commission shall be appointed in the following manner:
  - (i) at least one member shall be appointed by a federal Minister;
  - (ii) an equal number of members to those appointed pursuant to paragraph 3.7(g)(i) shall be appointed by a territorial Minister;
  - (iii) at least one-half of the members, other than the Chairperson, shall be appointed by a territorial Minister on the nomination of the Designated Inuit Organization;
  - (iv) the Chairperson shall be appointed by a territorial Minister, following Consultation with a federal Minister, from nominations agreed to and provided by the other members; and
  - (v) any members in respect of Areas of Equal Use and Occupancy shall be appointed by a territorial Minister on the nomination of Makivik;

- (h) make the *Territorial Lands Act* (Canada), and any regulations made under that Act, inapplicable in respect of Public Lands;
- (i) make the Canada Oil and Gas Operations Act (Canada), and any regulations made under that Act, inapplicable in respect of the Onshore except lands under the administration and control of the GC and except to the extent that application of such Legislation to the Onshore may be necessary pursuant to subsection 3.7(k);
- (j) make the *Canada Petroleum Resources Act* (Canada), and any regulations made under that Act, inapplicable in respect of Public Lands except to the extent that application of such Legislation to Public Lands may be necessary pursuant to subsection 3.7(k);
- (k) ensure that the Canada Oil and Gas Operations Act (Canada), the Canada Petroleum Resources Act (Canada) and any necessary provisions of the Canadian Energy Regulator Act (Canada), or other federal Legislation, provide for:
  - (i) the unitization of Straddling Resources in the manner set out in the agreement referred to in section 4.4;
  - (ii) the protection of confidential information provided by the GC or third parties pursuant to, or in furtherance of, the agreement referred to in section 4.4; and
  - (iii) the role of the CER under territorial Legislation as described in sections 3.9 and 4.5;
- (I) provide that the consent of the GC is required for any amendment to territorial Legislation that would affect the unitization of Straddling Resources referred to in the agreement referred to in section 4.4 or limit the application to, or implementation by, the GN of such agreement;
- (m) provide that, during the initial period of five years from the Transfer Date, and any further period of time pursuant to section 4.6, the consent of the GC is required for any amendment to territorial Legislation that would affect the regulatory functions of the CER in the Onshore;
- (n) provide for transitional matters and to give legislative effect to aspects of this Agreement; and
- (o) make consequential amendments to federal Legislation as required.
- 3.8 As soon as practicable, the GN shall introduce into the Legislative Assembly and support as a government measure Legislation that comes into force on the Transfer Date and that, as at the Transfer Date, shall:

- (a) substantially mirror the Legislation repealed or made inapplicable to the Onshore or Public Lands pursuant to section 3.7 including, for certainty, any provisions of the *Canadian Energy Regulator Act* (Canada) necessary for the CER to act as regulator within the Onshore;
- (b) substantially mirror the *Nunavut Waters and Nunavut Surface Rights Tribunal Act* (Canada) and any regulations made under that Act;
- (c) provide that the territorial mirror Legislation referred to in subsection 3.8(b) shall provide that only a federal Minister may, in relation to a Federal Area, exercise the following powers and functions under a law of the Legislature:
  - (i) approve the issuance, renewal or amendment of a licence permitting the use of waters or the deposit of waste in waters;
  - (ii) consent to a declaration by, or opinion of, a water board that an amendment to, or cancellation of, such a licence is required on an emergency basis;
  - (iii) approve the form of any security posted in respect of such a licence and to hold and apply such security;
  - (iv) exercise powers and functions that are substantially the same as those set out in subsections 87(3) and 89(1) of the *Nunavut Waters and Nunavut Surface Rights Tribunal Act* (Canada), as it read immediately before the Transfer Date; and
  - (v) designate inspectors and grant them powers and functions that are substantially the same as those set out in subsections 87(1), 87(2), 87(4) and section 94.02 of the *Nunavut Waters and Nunavut Surface Rights Tribunal Act* (Canada), as they read immediately before the Transfer Date;
- (d) provide that in respect of undertakings that are both on and outside of a Federal Area:
  - (i) a federal Minister may delegate any of the powers and functions referred to in subsection 3.8(c) to a territorial Minister with the consent of that territorial Minister; and
  - (ii) a territorial Minister may delegate any of the powers and functions of that Minister outside of a Federal Area, corresponding to the powers and functions referred to in subsection 3.8(c), to a federal Minister with the consent of that federal Minister;
- (e) provide that the debts that are referred to in sections 87(5) and 89(2) of the *Nunavut Waters and Surface Rights Tribunal Act* (Canada) that are in respect of a Federal Area shall be debts due to His Majesty the King in right of Canada.

- (f) provide that any amendment to the Legislation referred to in subsection 3.8(b) shall not change any of the powers or functions of the federal Minister under paragraphs 3.8(c)(i) to (v) without the consent of the GC.
- (g) provide that the members and Chairperson of the Nunavut Water Board shall be appointed in the following manner:
  - (i) two members shall be appointed by a territorial Minister;
  - (ii) two members shall be appointed by a federal Minister;
  - (iii) four members shall be appointed by a territorial Minister on the nomination of the Designated Inuit Organization;
  - (iv) the Chairperson shall be appointed by a territorial Minister, following consultation with the 8 other members; and
  - (v) any members in respect of Areas of Equal Use and Occupancy shall be appointed by a territorial Minister on the nomination of Makivik;
- (h) provide for transitional matters, including the continuity of the Nunavut Water Board and the Nunavut Surface Rights Tribunal, and give legislative effect to aspects of such agreement; and
- (i) make consequential amendments to other territorial Legislation as required.

# Territorial Oil and Gas Legislation

- 3.9 The territorial Legislation referred to in subsection 3.8(a) which substantially mirrors the Canada Oil and Gas Operations Act (Canada), the Canada Petroleum Resources Act (Canada) and any necessary provisions of the Canadian Energy Regulator Act (Canada), shall provide that the CER shall, with respect to the Onshore, continue to carry out the same regulatory functions in respect of Oil and Gas under such mirroring territorial Legislation as the CER carried out under the Canada Oil and Gas Operations Act (Canada) and the Canada Petroleum Resources Act (Canada) and any necessary provisions of the Canadian Energy Regulator Act (Canada), immediately prior to the Transfer Date.
- 3.10 For greater certainty, the territorial Legislation referred to in subsection 3.8(a) shall mirror the benefits plans provisions of the *Canada Oil and Gas Operations Act* (Canada) and the *Canada Petroleum Resources Act* (Canada).
- 3.11 If, while the agreement referred to in section 4.4 is in force and effect, the GC amends the Canada Oil and Gas Operations Act (Canada), the Canada Petroleum Resources Act (Canada), any necessary provisions of the Canadian Energy Regulator Act (Canada) mirrored in territorial Legislation pursuant to section 3.9 or any regulations made under those Acts or in respect of those provisions, the GN shall introduce into the Legislature and support as a government measure Legislation that substantially mirrors such amendment.

3.12 Section 3.11 does not apply with respect to matters in respect of which the consent of the GC is not required pursuant to subsection 3.7(I) or 3.7(m).

## **Amendments to the Nunavut Agreement**

- 3.13 The Parties acknowledge that in order to give effect to some of the provisions of this chapter, amendments to the Nunavut Agreement will be necessary in accordance with the procedure set out in section 2.13.1 of the Nunavut Agreement. Proposed amendments will concern the following:
  - (a) 12.2.6 Membership and Mode of Appointment of NIRB ("Nunavut Impact Review Board");
  - (b) 13.3.1 Membership and Mode of Appointment of NWB ("Nunavut Water Board");
  - (c) 11.4.5 to 11.4.13 Composition and Appointment of NPC ("Nunavut Planning Commission").

# Protocol for Review of Devolution Legislation and Nunavut Agreement Amendment

- 3.14 Attached as Appendix 11 is the Protocol for Review of Devolution Legislation and Nunavut Agreement Amendment that addresses the review of:
  - (a) the Legislation referred to in sections 3.7 and 3.8 prior to its introduction into Parliament or the Legislature; and
  - (b) the amendments to the Nunavut Agreement referred to in section 3.13.

## Services in Official Languages

3.15 As of the Transfer Date, in respect of programs and services provided by the GN as a result of this Agreement, any member of the public will have the right to communicate with, and receive available services from, the GN in an official language of Nunavut in accordance with the *Official Languages Act* (Nunavut).

## **Existing Interests**

- 3.16 The GC shall make best efforts to provide the GN and NTI with lists of Existing Interests one year following the Effective Date and then once annually thereafter up to the Transfer Date.
- 3.17 Subject to sections 3.18 to 3.21, each Existing Interest shall be administered and governed as of the Transfer Date in accordance with territorial Legislation.
- 3.18 As of the Transfer Date, territorial Legislation may only provide for additional conditions in respect of the exercise of an Existing Interest if the law applies to the same extent to Existing Interests as to similar rights and interests issued, granted or secured under territorial Legislation.

- 3.19 Subject to section 3.20 and as of the Transfer Date, territorial Legislation may only provide for the cancellation, suspension or limitation of an Existing Interest where:
  - (a) immediately prior to the Transfer Date, the Existing Interest could have been cancelled, suspended or limited in identical circumstances; or
  - (b) the cancellation, suspension or limitation is for a failure to comply with a condition in respect of the exercise of the Existing Interest and the territorial Legislation applies in a materially similar manner to the Existing Interest as to similar rights and interests which may be issued, granted or secured under territorial Legislation, whether or not similar rights and interests actually then exist.
- 3.20 Territorial Legislation may not provide for the cancellation, suspension or limitation of an Existing Interest pursuant to subsection 3.19(b), where the Existing Interest is a right or interest which arose from:
  - (a) a recorded claim, a lease of a recorded claim or a prospecting permit granted pursuant to the *Nunavut Mining Regulations* (Canada); or
  - (b) an "interest" within the meaning of section 2 of the *Canada Petroleum Resources Act* (Canada).
- 3.21 Each Existing Interest shall continue in full force and effect:
  - (a) until the Existing Interest expires or is surrendered;
  - (b) unless the holder of the Existing Interest and the GN agree that the Existing Interest is to be cancelled and replaced by a right or interest provided by the GN;
  - (c) unless the Existing Interest is an Encumbering Right, and the holder of the Existing Interest and an Indigenous group agree that that Existing Interest is to be cancelled pursuant to the terms of a Settlement Agreement;
  - (d) unless the Existing Interest or any right under it is limited, suspended or cancelled pursuant to territorial Legislation in accordance with section 3.19; or
  - (e) unless the Existing Interest is expropriated and the right holder is compensated pursuant to territorial Legislation.

#### Access to Land

3.22 The GN shall grant the GC access to Public Lands and Waters to allow the GC to fulfil its commitments under this Agreement and to fulfil any of the GC's other responsibilities in Nunavut. The access referred to in this section shall be at no charge to the GC and shall not require any expenditure of moneys or incurrence of expense by the GN.

### **Inventory of Exclusions**

- 3.23 Appendix 3 sets out an inventory and description of lands and rights in respect of Waters, or interests therein (including beds of bodies of water, Minerals, Oil and Gas, buildings other than Listed Federal Buildings, structures, improvements and other fixtures, on, above or below the surface of the lands), that shall be excluded from the transfer of administration and control to the Commissioner referred to in section 3.1.
- 3.24 For greater certainty, mines and minerals shall not be excluded from the transfer of administration and control to the Commissioner referred to in section 3.1 unless they are expressly excluded in Appendix 3.
- 3.25 Any leasehold estate or mortgage or other security acquired for the purposes of a Federal Department or Federal Agent Corporation shall be excluded from the transfer of administration and control to the Commissioner referred to in section 3.1.
- 3.26 Appendix 3 may be amended by the GC at any time prior to the Transfer Date for the purpose of:
  - (a) replacing the description of any lands or rights in respect of Waters with a more accurate description;
  - (b) modifying the description of any lands or rights in respect of Waters to more accurately correspond to the lands or rights in respect of Waters which are required for the purposes of a Federal Department or are under the administration of a Federal Agent Corporation;
  - (c) adding any lands or rights in respect of Waters which are required for the purposes of a Federal Department or are under the administration of a Federal Agent Corporation; or
  - (d) deleting any lands or rights in respect of Waters not required for the purposes of a Federal Department or which are not under the administration of a Federal Agent Corporation.
- 3.27 The GC shall Consult the other Parties with regard to any proposed amendment to Appendix 3, referred to in section 3.26.
- 3.28 To facilitate the Consultations pursuant to section 3.27 the Parties shall:
  - (a) establish a working group, which shall include a knowledgeable person designated by each Party to establish protocols to govern and to work as a group to review and comment on amendments to Appendix 3 proposed to be made by the GC pursuant to section 3.26; and
  - (b) make available to the other Parties through such working group, in accordance with its established protocols, any relevant information in its possession or control related to amendments to Appendix 3 proposed to be made by the GC pursuant to section 3.26, including the purpose of the amendment.

- 3.29 If, within three years following the Transfer Date, it is determined by the GC that any Public Lands or rights in respect of Waters not excluded from transfer were, on the Transfer Date, required for the purposes of a Federal Department or a Federal Agent Corporation, the GC shall, following Consultation with the GN, provide notice to the GN setting out:
  - (a) the purpose for which the Public Lands or rights in respect of Waters are required by the Federal Department or a Federal Agent Corporation and an explanation as to why the Public Lands or rights in respect of Waters were so required, on the Transfer Date;
  - (b) an explanation as to why the Public Lands or rights in respect of Waters were not excluded on the Transfer Date; and
  - (c) the boundaries and quantum of Public Lands or the location of the rights in respect of Waters required.
- 3.30 As soon as practicable following receipt of the notice referred to in section 3.29 the Commissioner shall relinquish to the GC the administration and control of those Public Lands or rights in respect of Waters to the GC for the benefit of that Federal Department or Federal Agent Corporation.

#### **Contingent Settlement Lands**

3.31 The Parties agree that Contingent Settlement Lands shall be excluded from the transfer of administration and control referred to in section 3.1 and are not otherwise subject to this Agreement.

#### **Arqvilliit (Ottawa Islands)**

3.32 Within 90 days following the signing of this Agreement, the GC and the GN shall engage with Makivik to explore conservation options for Arqvilliit (Ottawa Islands).

#### Reservation by Notation or Provided for by Lease

3.33 Notwithstanding any Public Lands being reserved for the use of a Federal Department or Federal Agent Corporation in the GC's property records prior to the Transfer Date, following the Transfer Date the GN shall not be required to make any corresponding reservation by notation in the GN property records. For greater certainty, any such reservation by notation in the GC's property records prior to the Transfer Date shall terminate on the Transfer Date.

#### Taking of Administration and Control by the GC

- 3.34 The GC may take from the Commissioner the administration and control of any lands or rights in respect of Waters where the GC determines it is necessary to do so for:
  - (a) the national interest, including:

- (i) national defence or security;
- (ii) the establishment, or changes to the boundaries, of a national park, national park reserve, national historic site or other area protected under federal Legislation; or
- (iii) the creation of the infrastructure required for initiatives in respect of transportation or energy;
- (b) the fulfillment of an obligation in respect of an Aboriginal or treaty right recognized and affirmed under section 35 of the *Constitution Act, 1982* (Canada); or
- (c) the settlement of an Indigenous land claim or the implementation of a Land Claims Agreement, the Nunavut Agreement or other Settlement Agreement, treaty or Self-Government Agreement.
- 3.35 Prior to the taking of administration and control of lands or rights in respect of Waters from the Commissioner pursuant to section 3.34, the GC shall:
  - (a) identify, by providing notice in writing to the GN and NTI:
    - (i) the purpose for which the lands are being taken and the location and quantum of land being taken; and
    - (ii) the purpose for which the rights in respect of waters are being taken and the location of the Waters subject to the taking; and
  - (b) except in cases involving national defence or security, Consult with the GN and NTI on the boundaries of lands and the location of the Waters subject to the taking.
- 3.36 The GC may prohibit the issuance of interests or the authorization of activities, under territorial Legislation, in or on lands under the administration and control of the Commissioner or the use of Waters or the deposit of waste into Waters, if the GC considers that such prohibition is required:
  - (a) because such use of Waters, or such deposit of waste into Waters, would be incompatible with or would interfere with a particular undertaking which is in the national interest;
  - (b) before the administration and control of land or rights in respect of Waters is taken by the GC pursuant to subsection 3.34(a), 3.34(b) or 3.34(c); or
  - (c) for the settlement of an Indigenous land claim, including for the purposes of an interim measure pending the settlement of an Indigenous land claim, or the implementation of a Land Claims Agreement, the Nunavut Agreement or other Settlement Agreement, treaty or Self-Government Agreement.

- 3.37 Prior to making a prohibition referred to in section 3.36 the GC shall:
  - (a) notify the GN and NTI of the proposed prohibition and Consult with the GN and NTI regarding:
    - (i) the boundaries and quantum of land to be subject to the proposed prohibition;
    - (ii) the location of Waters to be subject to the proposed prohibition; and
    - (iii) the interests or activities for which the issuance or authorization would be prohibited; and
  - (b) notify the public of the proposed prohibition and consider representations received within a reasonable time following such notice.
- 3.38 The relinquishment of the administration and control by the Commissioner, the taking of administration and control of lands and rights in respect of Waters by the GC, the prohibition of the issuance of interests in land or of the authorization of activities thereon, and the prohibition of any use of Waters or deposit of waste into Waters shall, subject to section 3.39, be without expenditures of moneys by, or compensation to, the GN.
- 3.39 Where the GC takes, or has relinquished to it, administration and control of lands pursuant to section 3.30, 3.34, or 6.38, the GC shall compensate the GN for any improvements made by the GN to such lands.
- 3.40 As soon as practicable following the taking or relinquishment referred to in section 3.39, the GC and the GN shall attempt to reach agreement on the amount of any compensation associated with such taking or relinquishment.
- 3.41 Where the GC and the GN are unable to reach agreement on the amount of compensation referred to in section 3.39, the GC and the GN shall refer the matter to an agreed upon Appraisal Expert.
- 3.42 Upon receipt of the referral referred to in section 3.41 the Appraisal Expert shall determine the Improvement Value and this amount shall be the compensation referred to in section 3.39.

# **Interests Created following the Transfer Date**

- 3.43 Public Lands and rights in respect of Waters:
  - (a) relinquished to the GC pursuant to section 3.30 or 6.38; or
  - (b) taken back by the GC pursuant to section 3.34;

shall be subject to Existing Interests and any third party interests created following the Transfer Date which shall be treated by the GC in the same manner as set out in sections 3.16, 3.18, 3.19, 3.20, and 3.21, *mutatis mutandis*.

#### **Future Transfers to the Commissioner**

3.44 Subject to the agreement of the GN, where the GC determines it no longer requires lands or rights in respect of Waters which are excluded from the transfer of administration and control to the Commissioner or subsequently relinquished pursuant to section 3.30 or 6.38 or taken back pursuant to section 3.34, the GC may propose to transfer administration and control of those lands or rights in respect of Waters to the Commissioner. For greater certainty, the GN shall have the right to provide terms acceptable to it in its sole discretion, upon which it would agree to accept the transfer of administration and control of such lands or rights in respect of Waters.

#### Security

- 3.45 The GC and the GN shall cause, through assignment of rights from the GC to the GN, or as otherwise may be agreed, every security held in relation to Existing Interests to be available to be administered by the GN as of the Transfer Date.
- 3.46 The Parties acknowledge that the GC has provided to the GN and NTI a list of every security held by the GC in relation to Existing Interests at the Effective Date and that such list includes:
  - (a) the form and quantum of such security; and
  - (b) where the GC has established the quantum of the security, the factual basis and rationale for establishing such quantum.
- 3.47 The GC shall provide to the GN and NTI each year following the Effective Date and also six months prior to the Transfer Date, updates to the list referred to in section 3.46. Such updated lists shall include every security held by the GC in relation to Existing Interests at the time of the update and the information in respect of such security referred to in subsections 3.46(a) and (b).

#### **Applications**

- 3.48 Any application made pursuant to federal Legislation in respect of a matter to which the territorial mirror Legislation referred to in section 3.8 applies, and which has not been disposed of under federal Legislation prior to the Transfer Date, shall be processed and disposed of by the GN, or another body as the case may be, in accordance with the territorial mirror Legislation referred to in section 3.8.
- 3.49 For the purposes of territorial Legislation, an application referred to in section 3.48 shall be deemed to have been made on the date it was made under federal Legislation.
- 3.50 On the Transfer Date, the GC shall transfer to the GN:
  - (a) any land use fee it holds with respect to any application referred to in section 3.48 made for a land use permit pursuant to federal Legislation; and

(b) any deposit it holds with respect to any application referred to in section 3.48 made for a water licence pursuant to federal Legislation.

## Receivables, Payables, Royalties, Rentals and Dues

#### 3.51 The GC shall:

- (a) be responsible for all NAO-related accounts payable which are in respect of a time frame prior to the Transfer Date, including accounts for goods and services purchased, leased or obtained by other arrangements; and
- (b) receive from the GN any NAO-related accounts receivable, royalty, rental, due, fee or other charge that is in respect of the time period prior to the Transfer Date.
- 3.52 The GC shall remit to the GN any royalty, rental, due, fee or other charge, excluding taxes, in relation to Public Lands and rights in respect of Waters that the GC may receive and is in respect of the time frame following the Transfer Date.
- 3.53 Unless otherwise agreed, the GN shall not be responsible for any accounts payable out of the ordinary course incurred by the GC, which may come due following the Transfer Date.

#### **Procedures for Collection and Reconciliation of Accounts**

- 3.54 As of the Transfer Date, any royalty, rental, dues, fee or other NAO-related charge, excluding taxes, payable to the GC by the holder of an Existing Interest is payable to the GN pursuant to territorial Legislation.
- 3.55 Where the GN collects any royalty, rental, dues, fee or other NAO-related charge, excluding taxes, from the holder of an Existing Interest and in relation to a period beginning prior to the Transfer Date and ending following the Transfer Date, the GN shall remit to the GC a portion of such royalty, rental, dues, fee, or charge in proportion to the length of that period extending prior to the Transfer Date.
- 3.56 Where the GC collects any royalty, rental, dues, fee or other NAO-related charge, excluding taxes, from the holder of an Existing Interest and in relation to a period beginning prior to the Transfer Date and ending following the Transfer Date, the GC shall remit to the GN a portion of such royalty, rental, dues, fee, or charge in proportion to the length of that period extending following the Transfer Date.

#### **Proceedings and Enforcement**

- 3.57 The GC shall remain responsible for all enforcement actions commenced by the GC prior to the Transfer Date under federal Legislation which is repealed, rendered inapplicable or replaced on the Transfer Date as a result of this Agreement which are before a court, but not yet resolved, at the Transfer Date.
- 3.58 As of the Transfer Date, the GN shall be responsible for determining whether to commence or continue enforcement actions under federal Legislation which is repealed,

rendered inapplicable or replaced on the Transfer Date as a result of this Agreement. To assist the GN in making such determination, subject to restrictions in any applicable Legislation, the GC shall provide the GN with all relevant information and records relating to such enforcement actions.

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# CHAPTER 4 ADMINISTRATION OF PETROLEUM RESOURCES

- 4.1 The Parties acknowledge that coordination and cooperation in respect of Petroleum resource management, administration and development, particularly where Petroleum resources straddle or potentially straddle the Onshore and the Offshore, are beneficial in order to:
  - (a) enable each Party to develop Petroleum resources in respect of which it has administration and control or ownership without adversely impacting development of Petroleum resources under the administration and control or ownership of the other Parties:
  - (b) facilitate the effective and efficient conservation, exploration, development, production, management and administration of Petroleum resources;
  - (c) enhance transparent decision making processes;
  - (d) provide clarity to industry through consistency in management and administration of Petroleum resource development activities;
  - (e) facilitate efficient and timely approval processes in respect of the exploration for and development of Petroleum resources;
  - (f) avoid duplicative regulatory requirements and regulatory uncertainty in respect of the exploration for and development of Petroleum resources;
  - (g) contribute to sound and efficient field practices, including minimizing impacts on the environment, through optimal planning, efficient management and sharing of facilities and infrastructures, to the extent economically feasible and practical; and
  - (h) advance sustainable development and protection of the environment and of the health and safety of those involved in, or affected by, Petroleum resource activities in the Onshore and the Offshore.
- 4.2 The Parties shall Consult with each other with regard to the development of, or changes to their respective Petroleum policies or Legislation including, with regard to:
  - (a) rights issuance processes;
  - (b) the regulation of operations relating to Petroleum exploration, development, production and transportation; and
  - (c) royalty regimes.
- 4.3 The Parties shall conduct such joint or coordinated public consultations as they may mutually consider appropriate from time to time, seeking input from industry, other stakeholders and other members of the public, with regard to the proposed development of, or changes to, their respective Petroleum policies, procedures or Legislation.

- 4.4 In addition to and in furtherance of the acknowledgments set out in section 4.1 and the obligations set out in sections 4.2 and 4.3, the Parties have executed and delivered at the time of the execution of this Agreement the Nunavut Agreement for Coordination and Cooperation with respect to Onshore and Offshore Petroleum Resources, an executed copy of which agreement is attached as Appendix 12.
- 4.5 The CER shall continue as the regulator with respect to Petroleum resources in the Onshore for an initial period of five years from the Transfer Date.
- 4.6 The period referred to in section 4.5 shall renew for further five year periods unless the GN determines to use a regulator other than the CER with respect to Petroleum resources in the Onshore. The GN shall give notice to the GC and NTI of such determination no less than one year prior to the expiry of the then current five year period.
- 4.7 Following the Effective Date, and upon the written request of the GN, the Parties shall commence negotiation of an agreement with respect to the:
  - (a) management;
  - (b) decision making; and
  - (c) sharing of resource revenues;

all in respect of Petroleum resources in the Offshore.

4.8 The Offshore Petroleum resources agreement referred to in section 4.7 shall provide equitable treatment to the GN as compared to the treatment given to other provinces and territories in their respective offshore management and revenue sharing arrangements with the GC.

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# CHAPTER 5 POST - DEVOLUTION COORDINATION BETWEEN GN AND NTI

- 5.1 This Agreement sets out at Appendix 13 an agreement between GN and NTI, establishing a relationship which provides for the coordination and cooperation with respect to the management of:
  - (a) lands and rights in respect of waters under the administration and control of the GN; and
  - (b) Inuit Owned Lands.

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# CHAPTER 6 IMPACTED SITES

#### **Identification and Categorization of Sites**

- 6.1 Attached to this Agreement as Appendix 4 is an Interim Inventory of Sites which lists, as at the Effective Date, sites in accordance with the following parts and categories of sites on Public Lands:
  - (a) Part A Operating Sites;
  - (b) Part B Sites Requiring Remediation;
  - (c) Part C Remediated Sites;
  - (d) Part D Released Sites, including each site which meets the criteria of subsections 6.15(a) to 6.15(d); and
  - (e) Part E Expired Sites.
- 6.2 The Inventory of Sites (including any additions pursuant to section 6.3) shall include the following information:
  - (a) in respect of each site listed on Part A Operating Sites:
    - (i) the location and dimensions, where available, of the site;
    - (ii) a summary of the information known to the GC about the nature of land use at the site: and
    - (iii) a summary of any known security held in deposit with respect to the site;
  - (b) in respect of each site listed on Part B Sites Requiring Remediation:
    - (i) the location and dimensions (provided through best efforts) of the site, provided that prior to the Transfer Date a legal description shall be included:
    - (ii) the federal site identifier in the Federal Contaminated Sites Inventory; and
    - (iii) the nature of any Alteration Requiring Remediation at the site;
  - (c) in respect of each site listed on Part C Remediated Sites:
    - (i) the location and dimensions (provided through best efforts) of the site, provided that the GC will make best efforts to include a legal description prior to the Transfer Date;
    - (ii) the nature of any Alteration Remediated at the site;

- (iii) the measures undertaken to Remediate such Alteration; and
- (iv) a summary of any ongoing Management of Remediation features at the site;
- (d) in respect of each site listed on Part D Released Sites:
  - (i) its location and dimensions, where available; and
  - (ii) the basis for the determination that the site is a Released Site; and
- (e) in respect of each site listed on Part E Expired Sites;
  - (i) the location and dimensions, where available, of the site;
  - (ii) a summary of the information known to the GC about the nature of land use at the site; and
  - (iii) the type of Authorization for the land use and the date such Authorization expired.
- 6.3 The Interim Inventory of Sites shall be varied in the following manner:
  - (a) the GC shall add a site to Part D Released Sites where that site:
    - (i) meets the criteria of subsections 6.15(a) to 6.15(d);
    - (ii) is a site comprised of Alterations which are the result of activities conducted by, or on behalf of, the GN; or
    - (iii) is an Operating Site where the Operator is the GN or a person acting on behalf of the GN;
  - (b) the GC shall remove a site from Part D Released Sites where that site does not meet the criteria of paragraph 6.3(a)(i), 6.3(a)(ii) or 6.3(a)(iii);
  - (c) the GC shall add to Part C Remediated Sites any Abandoned Site on Public Lands where the site has been Remediated prior to the Transfer Date;
  - (d) the GC shall add to Part B Sites Requiring Remediation any Abandoned Site on Public Lands where there is an Alteration Requiring Remediation on the site prior to the Transfer Date;
  - (e) the GC shall remove a site from Part B Sites Requiring Remediation where there is no Alteration Requiring Remediation on the site prior to the Transfer Date;
  - (f) the GC shall add a site to Part E Expired Sites where, at any time up to six months prior to the Transfer Date, there is both an expired Authorization in respect of the site and the site has not received final closure;

- (g) the GC shall remove a site from Part E Expired Sites where, following the inspection of the site, it is determined that there are no Alterations Requiring Remediation on the site, in which case such site will no longer be an Impacted Site and shall be removed from the Interim Inventory of Sites;
- the GC shall remove a site from Part E Expired Sites and add the site to Part B
   Sites Requiring Remediation where, following the inspection of the site, it is determined that the site is an Abandoned Site and that there are Alterations Requiring Remediation on the site;
- (i) the GC shall remove a site from Part E Expired Sites and add the site to Part A Operating Sites where it is determined that there is an Operator with the current Authorizations in respect of the site;
- the GC shall remove a site from Part E Expired Sites and add the site to Part D

   Released Sites where it is determined that there is an Operator with the current Authorizations in respect of the site and the sites meets the criteria of subsections 6.15(a) to 6.15(d);
- (k) the GC may add a site to or remove a site from Part A Operating Sites;
- (I) any other change to the Interim Inventory of Sites may be made by the GC with the consent of the GN; and
- (m) any Party may propose any change to the Interim Inventory of Sites and, if the other Parties consent, such change shall be made.
- 6.4 The GC shall Consult the other Parties with regard to any proposed variation to the Interim Inventory of Sites referred to in subsections 6.3(a) to 6.3(k).
- 6.5 To facilitate the Consultations pursuant to section 6.4 the Parties shall:
  - (a) establish a working group, which shall include a knowledgeable person designated by each Party, to establish protocols to govern and to work as a group to review and comment on variations to the Interim Inventory of Sites proposed to be made by the GC pursuant to section 6.3; and
  - (b) make available to the other Parties through such working group, in accordance with its established protocols, any information in its possession or control related to variations to the Interim Inventory of Sites proposed to be made by the GC pursuant to section 6.3, including traditional knowledge, community concerns, information related to Remediation or risk management plans and any other additional information known about the sites.
- 6.6 The working group referred to in subsection 6.5(a) shall meet with Indigenous groups, including Ghotelnene K'odtineh Dene and the Athabasca Denesuliné, in regard to variations to the Interim Inventory of Sites proposed to be made by the GC pursuant to section 6.3 involving sites that may affect the asserted or established rights of such Indigenous groups under section 35 of the *Constitution Act*, 1982.

- 6.7 Prior to meeting with an Indigenous group, including Ghotelnene K'odtįneh Dene and the Athabasca Denesųłiné, pursuant to section 6.6, the GC shall provide to that Indigenous group any information referred to in subsection 6.5(b) that is relevant to variations to the Interim Inventory of Sites proposed to be made by the GC pursuant to section 6.3 involving sites that may affect the asserted or established rights of that Indigenous group under section 35 of the *Constitution Act, 1982*. Such information shall be provided by the GC sufficiently in advance of a meeting so that the Indigenous group has a reasonable amount of time to review the information prior to the meeting.
- 6.8 In addition to the Consultations and related activities provided for in this Agreement related to the Interim Inventory of Sites, the GC shall provide an updated version of the Interim Inventory of Sites at least once every twelve months following the Effective Date until it provides the Final Inventory of Sites as described in section 6.9.
- 6.9 As soon as practicable following the Transfer Date, Canada shall provide to the other Parties a Final Inventory of Sites which shall include any changes made pursuant to section 6.3. Once provided by the GC, the Final Inventory of Sites shall be appended to this Agreement as Appendix 4 and shall replace the Interim Inventory of Sites.
- 6.10 As soon as practicable after providing the other Parties with a Final Inventory of Sites pursuant to section 6.9, the GC shall provide such Final Inventory of Sites to any Indigenous group, including Ghotelnene K'odtįneh Dene and the Athabasca Denesųłiné, that has asserted or established rights under section 35 of the *Constitution Act, 1982* in respect of the Onshore.

# **Responsibility for Impacted Sites**

- 6.11 Subject to any other provision of this Agreement, the allocation of responsibility for the Management of Impacted Sites among the Parties shall be based upon the following principles:
  - (a) the GC is responsible for the Management of Impacted Sites on Public Lands which were wholly created prior to the Transfer Date; and
  - (b) the GN is responsible for the Management of Impacted Sites on Public Lands which were wholly created following the Transfer Date.
- 6.12 Nothing in this Agreement shall affect any liability, obligation or responsibility of any person, other than the Parties, for the Management of any Impacted Site.
- 6.13 Notwithstanding any provision of this Agreement, the GC shall not be responsible for the Remediation of any Alteration on Public Lands which is the result of activities conducted by or on behalf of the GN; and the GN shall not be responsible for the Remediation of any Alteration on Public Lands which is the result of activities conducted by or on behalf of the GC.
- 6.14 Nothing in this Agreement shall affect any liability, obligation or responsibility of any of the Parties in respect of any site not on Public Lands.

- 6.15 Notwithstanding any provision of this Agreement, the GN shall be responsible for the Remediation of any Alteration on an Abandoned Site resulting from any development or project which had an Operator on the Transfer Date:
  - (a) where the original approval of the development or project has been subject to:
    - (i) an environmental assessment panel review under the *Environmental Assessment and Review Process Guideline Order, June 21, 1984*;
    - (ii) an assessment by a review panel or a joint review panel, or a comprehensive study pursuant to the *Canadian Environmental Assessment Act* (Canada);
    - (iii) an environmental assessment, an assessment by a review panel or a joint review panel, pursuant to the *Canadian Environmental Assessment Act* (2012) (Canada);
    - (iv) an impact assessment, or an impact assessment by a review panel, including a jointly established review panel, pursuant to the *Impact Assessment Act* (Canada);
    - (v) a screening pursuant to Part 4 of Article 12 of the Nunavut Agreement or a review pursuant to Part 5 or Part 6 of Article 12 of the Nunavut Agreement; or
    - (vi) a screening or a review pursuant to Part 3 of the *Nunavut Planning and Project Assessment Act* (Canada);
  - (b) which was approved pursuant to Part 1 of the *Nunavut Waters and Nunavut Surface Rights Tribunal Act* (Canada);
  - (c) in respect of which security, if required as a condition of an approval referred to in subsection 6.15(b), a land lease issued by the GC, or land use permit issued by the GC, has been posted in the amount so required; and
  - (d) which is in material compliance with applicable laws, regulations, permits and licences related to emissions, land use or water use on the Transfer Date.

#### **Remediation Standards**

- 6.16 Remediation for which the GC is responsible under this Agreement shall, on first instance, be based on those standards contained in applicable federal Legislation in respect of a hazard to the environment, human health or safety as such standards exist or existed at the time such Remediation is or was performed.
- 6.17 Where no applicable standards referred to in section 6.16 exist or existed at the time Remediation for which the GC is responsible is or was performed, such Remediation shall be or have been based on those standards contained in the:

- (a) CCME Guidelines in conjunction with the risk assessment framework set out in such guidelines; or
- (b) AMSRP.
- 6.18 In respect of Remediation carried out by the GC following the Transfer Date, where no applicable standards referred to in sections 6.16 and 6.17 exist or existed at the time Remediation for which the GC is responsible is or was performed, then standards contained in applicable territorial Legislation in respect of a hazard to the environment, human health or safety as such standards exist at the time such Remediation is or was performed shall apply.
- 6.19 Where no applicable standards referred to in sections 6.16, 6.17 and 6.18 exist the standards applied shall be those agreed to by the GC and the GN in Consultation with NTI and any other Indigenous group, including Ghotelnene K'odtineh Dene and the Athabasca Denesyliné, that has asserted or established rights under section 35 of the Constitution Act, 1982 in an area to which the standards are intended to be applied.
- 6.20 Remediation for which the GC is responsible at the DND-DEW Line Sites shall be, or have been, carried out in accordance with the DND-NTI DEW Line Environmental Agreement.
- 6.21 Prior to introducing Legislation or making regulations or subordinate legislation to adopt or vary standards for use in Remediation, the GC and the GN shall Consult each other, NTI and any other Indigenous group, including Ghotelnene K'odtineh Dene and the Athabasca Denesuliné, that has asserted or established rights under section 35 of the Constitution Act, 1982 in respect of the Onshore.
- 6.22 Paragraph (a) of the definition of "Consult" in section 1.1 shall apply *mutatis mutandis* to the Consultations with Indigenous groups pursuant to sections 6.19 and 6.21.

# **Operating Sites**

- 6.23 The GC shall be deemed to be immediately released from any obligation in respect of any Operating Site and such site shall be a Released Site as of the earlier of:
  - (a) the extension or renewal of any lease, licence, permit or other right or interest in respect of an Operating Site existing at the Transfer Date where the GN had the authority not to extend or renew such lease, licence, permit or other right or interest; or
  - (b) the seventh anniversary of the Transfer date.
- 6.24 Subject to section 6.23, where:
  - (a) an Operating Site on Public Lands becomes an Abandoned Site; or
  - (b) there is an Insolvency Event in respect of an Operating Site on Public Lands which results in that Operating Site becoming an Abandoned Site;

then, upon that site becoming an Abandoned Site it shall be considered an Abandoned Operating Site ("**Abandoned Operating Site**"), the GC's responsibility in respect of Remediation at such Abandoned Operating Site shall be determined pursuant to sections 6.41 to 6.54.

- 6.25 Subject to section 6.23, where:
  - (a) an Expired Site on Public Lands is determined to be or becomes an Abandoned Site; or
  - (b) there is an Insolvency Event in respect of an Expired Site on Public Lands which results in that Expired Site becoming an Abandoned Site;

then, upon that site becoming an Abandoned Site it shall be considered an Abandoned Expired Site ("**Abandoned Expired Site**"), the GC's responsibility in respect of Remediation at such Abandoned Expired Site shall be determined pursuant to sections 6.41 to 6.54.

- 6.26 The GN shall diligently pursue all reasonable means (including reasonable legal means) available to it to recover any debt owed to it or to realize any proceeds available to it in proceedings in the course of an Insolvency Event in respect of an Operating Site, Abandoned Operating Site, Expired Site or an Abandoned Expired Site.
- 6.27 Where the GC and GN determine it to be expedient or otherwise desirable, they may enter into a subrogation agreement to allow one or the other of them to pursue debts owed to the other of them or to proceeds of an Insolvency Event available to the other of them.
- 6.28 The Party in receipt of funds pursuant to sections 6.26 and 6.27 shall as soon as practicable pay to the other of the GC or GN an amount equal to any debts recovered or proceeds realized in respect of an Abandoned Operating Site or an Abandoned Expired Site which are attributable to an Alteration Requiring Remediation at that Abandoned Operating Site or Abandoned Expired Site for which the other of the GC or GN is responsible pursuant to this Agreement, less any direct costs incurred in recovering such debt or realizing on such proceeds.
- 6.29 The GN shall as soon as practicable pay to the GC an amount equal to any security assigned to the GN pursuant to this Agreement and relating to Remediation obligations in respect of an Abandoned Operating Site or Abandoned Expired Site which has been determined to be a New Site Requiring Remediation pursuant to section 6.45, 6.50 or 6.69.
- 6.30 Where amounts have been recovered as contemplated in sections 6.26, 6.27 and 6.28, the GC shall undertake or provide for care and maintenance or for the commencement of Remediation of the related Abandoned Operating Site, Abandoned Expired Site or New Site Requiring Remediation as the case may be:
  - (a) as soon as practicable;

- (b) in a manner that is protective of human health and safety and the environment; and
- (c) that results in the amounts recovered as described in this section being allocated to the care and maintenance or Remediation of the Abandoned Operating Site, Abandoned Expired Site or New Site Requiring Remediation related to the funds recovered, as the case may be.

# **Sites Requiring Remediation**

- 6.31 All Sites Requiring Remediation as at the Transfer Date shall be excluded from the transfer of administration and control referred to in section 3.1 and shall be included in the inventory of exclusions set out in Appendix 3.
- 6.32 Except as otherwise provided in this Agreement, the GC shall be responsible for the Remediation of any Alteration Requiring Remediation at each Site Requiring Remediation.

#### **New Sites Requiring Remediation**

- 6.33 Except as otherwise provided in this Agreement, at each New Site Requiring Remediation the GC shall be responsible for the Remediation of any Alteration Requiring Remediation which existed on Public Lands prior to the Transfer Date.
- 6.34 Notwithstanding section 6.33, the GC shall not be required to Remediate any Alteration at any New Site Requiring Remediation where, following the Transfer Date, the GN could reasonably have taken measures that would have prevented the Alteration from becoming an Alteration Requiring Remediation. Any dispute regarding issues arising from this section shall be determined pursuant to the process described in sections 6.49 to 6.53.
- 6.35 If it is determined that an Abandoned Operating Site, Abandoned Expired Site, Unlisted Site or a Remediated Site is a New Site Requiring Remediation, then the GC may request in writing to the GN that the Commissioner relinquish to the GC the administration and control of such New Site Requiring Remediation in order that the GC may Manage the New Site Requiring Remediation as contemplated by this Agreement. Where the Management by the GC results in the Remediation of the New Site Requiring Remediation, the site shall become a Remediated Site.
- 6.36 Each Party shall designate in Appendix 1 an individual for the purposes of the receipt of any notice to be given or communication made to a Party pursuant to this chapter.
- 6.37 The written request referred to in section 6.35 shall describe the boundary of the site the GC is requesting the Commissioner to relinquish, which boundary shall encompass the Alterations Requiring Remediation and where practicable be based on any existing mineral claims or other existing grants of right.
- 6.38 The Commissioner shall relinquish to the GC the administration and control of a New Site Requiring Remediation within 180 days from the date of the request referred to in

section 6.35 in respect of such site, failing which the GC shall be deemed to be released from any further obligation in respect of that site and the site shall be a Released Site.

#### **Remediated Sites**

- 6.39 A Site Requiring Remediation or a New Site Requiring Remediation, shall be a Remediated Site if, in respect of such site:
  - (a) no further Remediation is required based on the results of assessment work such as Phase I and II Environmental Site Assessments; and
  - (b) the completion of the Remediation of all of the Alterations Requiring Remediation has occurred including, for certainty, that:
    - (i) Remediation objectives have been confirmed to have been met; and
    - (ii) any required long-term Management and long term termination criteria have been met.
- 6.40 Upon completion of the Remediation of a Site Requiring Remediation or a New Site Requiring Remediation, the GC shall provide to the GN the following information:
  - (a) the location and dimensions of the site;
  - (b) the nature of any Alteration so Remediated;
  - (c) the measures undertaken to Remediate the Alterations referred to in subsection (b); and
  - (d) recommendations in respect of ongoing Management of Remediation features, if any.

#### **Rights to Assert Remediation Required**

- 6.41 Following the Transfer Date, the GN may assert by providing written notice in respect of any Abandoned Operating Site, Abandoned Expired Site or Unlisted Site on Public Lands that there is an Alteration Requiring Remediation at such site and the GN shall provide evidence to the GC in support of this assertion.
- 6.42 Subject to section 6.43, the evidence required from the GN pursuant to section 6.41 shall include either completed Phase I and II Environmental Site Assessments pursuant to the then current Canadian Standards Association standards for such assessments or information of a nature that is substantially similar in form and content to that contained in such Phase I and II Environmental Site Assessments.
- 6.43 Prior to making an assertion pursuant to section 6.41 in respect of an Abandoned Expired Site, the GN shall provide written notice to the GC that it intends to make such an assertion. Upon receipt of such notice the GC may within thirty days advise the GN in writing that it waives the requirements of section 6.42 with respect to such assertion

- by the GN, in which case the GN may make an assertion in respect of that site pursuant to section 6.41 without meeting the requirements of section 6.42.
- 6.44 The GC's responsibility to Remediate any Alteration Requiring Remediation at any Abandoned Operating Site or Abandoned Expired Site, as asserted by the GN pursuant to section 6.41, shall be subject at all times to demonstration by the GN that it has diligently pursued all reasonable means (including reasonable legal means) available to allocate responsibility for such Remediation to a person other than the GC including an Operator or a former Operator.
- 6.45 The GC shall review the assertion and the evidence provided by the GN pursuant to section 6.41 and Consult with the GN regarding such assertion and evidence, following which the GC shall determine that:
  - (a) further evidence is required to make a determination of the status of the site in question;
  - (b) the Abandoned Operating Site is a New Site Requiring Remediation where:
    - (i) the GC is of the opinion that there is an Alteration Requiring Remediation at the site which existed on Public Lands prior to the Transfer Date; and
    - (ii) the GC is satisfied that the GN has met the obligation in section 6.44 to diligently pursue all reasonable means (including reasonable legal means) available to allocate responsibility for Remediation of such Alteration Requiring Remediation to a person other than the GC, including an Operator or a former Operator;
  - (c) the Abandoned Expired Site is a New Site Requiring Remediation where:
    - (i) the GC is of the opinion that there is an Alteration Requiring Remediation at the site which existed on Public Lands prior to the Transfer Date; and
    - (ii) the GC is satisfied that the GN has met the obligation in section 6.44 to diligently pursue all reasonable means (including reasonable legal means) available to allocate responsibility for Remediation of such Alteration Requiring Remediation to a person other than the GC, including an Operator or a former Operator; or
  - (d) the Unlisted Site is a New Site Requiring Remediation where:
    - (i) the GC is of the opinion that there is an Alteration Requiring Remediation at the site which existed on Public Lands prior to the Transfer Date; and
    - (ii) the GC is satisfied that the site was an Abandoned Site as at the Transfer Date.

- 6.46 The GC shall notify the GN of its determination pursuant to section 6.45 that the Abandoned Operating Site, Abandoned Expired Site or Unlisted Site is or is not a New Site Requiring Remediation.
- 6.47 Where the GC determines pursuant to section 6.45 that an Abandoned Operating Site, Abandoned Expired Site or Unlisted Site is a New Site Requiring Remediation, such site shall as of the date of such determination be a New Site Requiring Remediation.

#### Disputes as to Whether Remediation Required

- 6.48 Where the GC determines pursuant to section 6.45 that an Abandoned Operating Site, Abandoned Expired Site or Unlisted site is not a New Site Requiring Remediation, and the GN does not agree with the GC's determination, the GN may refer the matter for resolution pursuant to the process set out in sections 6.49 to 6.54.
- 6.49 A dispute resolution panel shall be constituted of three members, selected as follows:
  - (a) one representative selected by the GN;
  - (b) one representative selected by the GC; and
  - (c) one independent expert, qualified by education and experience to review such determination, jointly selected by the GC and the GN.
- 6.50 In the case of a matter referred for resolution by the GN pursuant to section 6.48, the dispute resolution panel shall review relevant evidence and the submissions of the Parties to the dispute regarding the Abandoned Operating Site, Abandoned Expired Site, or Unlisted Site and shall determine that:
  - (a) the Abandoned Operating Site is a New Site Requiring Remediation where at least two of the members of the panel conclude that:
    - (i) there is an Alteration Requiring Remediation at the site which existed on Public Lands prior to the Transfer Date; and
    - (ii) the GN has met the obligation in section 6.44 to diligently pursue all reasonable means (including reasonable legal means) available to it to allocate responsibility for Remediation of such Alteration Requiring Remediation to a person other than the GC, including an Operator or a former Operator;
  - (b) the Abandoned Expired Site is a New Site Requiring Remediation where at least two of the members of the panel conclude that:
    - (i) there is an Alteration Requiring Remediation at the site which existed on Public Lands prior to the Transfer Date; and
    - (ii) the GN has met the obligation in section 6.44 to diligently pursue all reasonable means (including reasonable legal means) available to

allocate responsibility for Remediation of such Alteration Requiring Remediation to a person other than the GC, including an Operator or a former Operator; or

- (c) the Unlisted Site is a New Site Requiring Remediation where at least two of the members of the panel conclude that:
  - (i) there is an Alteration Requiring Remediation at the site which existed on Public Lands prior to the Transfer Date; and
  - (ii) the GN has established that the site was an Abandoned Site as at the Transfer Date.
- 6.51 Where the dispute resolution panel determines pursuant to section 6.50 that an Abandoned Operating Site, Abandoned Expired Site or Unlisted Site is a New Site Requiring Remediation, such site shall as of the date of such determination be a New Site Requiring Remediation.
- 6.52 The independent expert referred to in subsection 6.49(c) shall notify the GC and the GN of the determination of the dispute resolution panel pursuant to section 6.50.
- 6.53 Each party to the dispute shall pay for its own costs and the costs of the representative selected by such party pursuant to subsection 6.49(a) or 6.49(b) as the case may be, and shall share equally the costs associated with the independent expert selected pursuant to subsection 6.49(c).
- 6.54 Where an assertion by the GN pursuant to section 6.41 in respect of an Abandoned Expired Site results in a determination by the GC pursuant to section 6.45, or by a dispute resolution panel pursuant to section 6.50, that an Abandoned Expired Site is a New Site Requiring Remediation, then the GC shall reimburse the GN for the direct costs of completing the Phase I and II Environmental Site Assessments referred to in section 6.42, unless the GC has waived the requirements of section 6.42 pursuant to section 6.43.

#### **Transfer of Sites to Commissioner**

- 6.55 Subject to the agreement of the GN, where a Remediated Site is situated on lands under the administration and control of the GC, the GC may transfer the administration and control of such Remediated Site to the Commissioner and notwithstanding such transfer the site shall continue to be a Remediated Site.
- 6.56 At any time following the Transfer Date, the GN may request of the GC in writing that the GC transfer to the Commissioner the administration and control of any Site Requiring Remediation, any New Site Requiring Remediation or any Remediated Site. Upon receipt of such request the GC shall as soon as practicable initiate the process to transfer administration and control of the site to the Commissioner and such site shall as of the date of such transfer be a Released Site.

#### **Non-Issuance of Rights**

- 6.57 Upon request from the GC, the GN shall prohibit the issuance of any interests or the authorization of the conduct of any activity under territorial Legislation at any New Site Requiring Remediation where the GC determines that such prohibition is required:
  - (a) to carry out or to minimize any Remediation required at that site; or
  - (b) to prevent any aggravation of any Alteration Requiring Remediation at that site.
- 6.58 The prohibition referred to in section 6.57 shall remain in effect at least until the GC notifies the GN that all Alterations Requiring Remediation at the site have been Remediated or until such other time as may be agreed upon by the GC and the GN.

#### Releases

- 6.59 Following the Transfer Date, the GC shall be released of any responsibility for Remediation in respect of:
  - (a) Released Sites, subject to a determination pursuant to section 6.45 or 6.50 that a site is a New Site Requiring Remediation; and
  - (b) Remediated Sites, subject to the warranty referred to in section 6.63.
- 6.60 If the GN does not comply with a request by the GC for a prohibition pursuant to section 6.57 as soon as practicable, and in any event within 180 days, or the GN does not cause the prohibition to remain in effect until the GC notifies the GN that all Alterations Requiring Remediation at the site have been Remediated and such failure on the part of the GN to maintain the prohibition results in further Alterations at that site, the GC shall be deemed to be immediately released of any further obligation in respect of that New Site Requiring Remediation and such site shall be a Released Site.
- 6.61 Where the GN grants, issues, or renews any lease, licence, permit or other right or interest or authorizes or conducts any activity which results in a material interference with the current or future Remediation by the GC pursuant to this Agreement of any Alteration Requiring Remediation, the GC shall be deemed to be immediately released of any further Remediation obligation in relation to such Alteration Requiring Remediation.
- 6.62 Section 6.61 shall not apply in the circumstances that the GN had no authority to refuse to renew, grant or issue any lease, licence, permit or other right or interest, or to authorize or conduct any activity, in respect of a Remediated Site, or any part thereof.

#### Warranty

6.63 The GC warrants in respect of any Remediated Site on Public Lands that as at the date the administration and control of such site was transferred to the Commissioner, all Alterations Requiring Remediation which existed on Public Lands at such Remediated Site prior to the Transfer Date have been Remediated in accordance with the Standards

- and Remediation processes applicable to such Alterations at the time the Remediation was carried out.
- 6.64 The warranty referred to in section 6.63 shall no longer apply where and to the extent that the GN renews, grants or issues any lease, licence, permit or other right or interest, or authorizes or conducts any activity, in respect of a Remediated Site, or any part thereof, which result in a material adverse effect to the condition of a Remediated Site, or any part thereof.
- 6.65 Section 6.64 shall not apply in the circumstances that the GN had no authority to refuse to renew, grant or issue any lease, licence, permit or other right or interest, or to authorize or conduct any activity, in respect of a Remediated Site, or any part thereof.
- 6.66 Where unauthorized activities have occurred following the Transfer Date at or about a Remediated Site to which the warranty referred to in section 6.63 applies, the GC shall be presumed to have met the warranty on any area at such Remediated Site materially affected by such unauthorized activities and the onus shall be on the GN to rebut such presumption.
- 6.67 The GC shall not be required to Remediate any Alteration in respect of which the warranty in section 6.63 no longer applies, including pursuant to section 6.64.
- 6.68 Where the GN asserts that the GC has not met the warranty set out in section 6.63 the GN shall, prior to seeking any other redress, request that the GC determine that the site is a New Site Requiring Remediation.
- 6.69 Where the GC receives a request pursuant to section 6.68 the GC shall determine that the site is a New Site Requiring Remediation if the GC agrees that the GC has not met the warranty set out in section 6.63.

# Access by the GC

- 6.70 The GC shall have the right to access Public Lands and Waters and the right to use natural resources in or on Public Lands in order to fulfill its responsibilities in respect of the Management of Impacted Sites on Public Lands.
- 6.71 Except as may otherwise be agreed by the GC and the GN there shall be no rental, fee, charge or other compensation payable by the GC for the exercise of the right of access or the use of natural resources pursuant to section 6.70 or for any cost incurred by the GN in relation to such natural resources or access.
- 6.72 Subject to section 6.73, prior to the exercise of a right of access or a right to use natural resources pursuant to section 6.70 the GC shall, as soon as practicable, provide notice thereof to the GN.
- 6.73 The GC shall not be required to provide the notice referred to in section 6.72 where the exercise of a right of access or a right to use natural resources is required on an urgent basis in order to protect human health or safety, property or the environment.

6.74 The obligations of the GC under this Agreement in respect of the Remediation of Alterations Requiring Remediation on Public Lands will be subject to the right of access to such lands and the right to use natural resources in or on such lands set out in section 6.70.

#### **Economic Opportunities**

6.75 The GC and the GN shall provide reasonable support and assistance to Inuit firms to enable them to compete for contracts related to the Remediation of Impacted Sites, in accordance with Article 24 of the Nunavut Agreement and for the GN, the *Nunavuumi Nangminiqaqtunik Ikajuuti Regulations* (also known as the NNI regulations).

#### **Security Held on Deposit**

6.76 Notwithstanding any other provision of this Agreement, the GC shall retain any security held on deposit at the Transfer Date in respect of a Site Requiring Remediation.

#### **Impacted Sites Management Committee**

- 6.77 As soon as practicable following the Transfer Date, the Parties shall establish an Impacted Sites Management Committee ("ISMC"). The ISMC will review, discuss, consider, and provide advice and recommendations to the GC in respect of the Management of Impacted Sites for which the GC is legally responsible pursuant to this Agreement. The terms of reference for the ISMC are attached hereto as Appendix 5.
- 6.78 The GC shall consider any advice and recommendations of the ISMC, including any dissenting advice and recommendations, before making a decision in respect of the Management of Impacted Sites for which the GC is legally responsible pursuant to this Agreement.
- 6.79 Notwithstanding any other provision of this Agreement, all decisions with respect to the Management of Impacted Sites by the GC and the prioritization of the Management of Impacted Sites and Remediation actions pursuant to this Agreement, shall be solely the responsibility of the GC.

#### Ten Year Review and Report

- 6.80 The Parties acknowledge that climate change is having and will continue to have an impact on Nunavut and that environmental changes resulting from climate change could have implications for the Management of Impacted Sites.
- 6.81 Ten years from the Transfer Date the GC shall conduct a review and produce a comprehensive report related to the effects of climate change over the previous ten years on the Management of Impacted Sites under the management of GC in Nunavut which it shall share with the ISMC within one year.

- 6.82 The review and subsequent report will be informed by:
  - (a) the annual reports submitted by the GC to the ISMC referred to in the ISMC Terms of Reference;
  - (b) a sub-set of case sites with significant climate change concerns identified by the Parties prior to the Transfer Date. Conditions at this sub-set of sites will be monitored over the ten years prior to the review for potential effects of climate change, and may also be reported on through the annual reports. The status of these sites may broadly be extrapolated to similar Impacted Sites across Nunavut for the purposes of the ten year review and report; and
  - (c) any climate change assessments, studies or reports focusing on aspects of climate change that may have bearing on Impacted Sites in Nunavut and which may include reports produced by academia, research community, and other recognized tables assembled on climate change, such as the Intergovernmental Panel on Climate Change.
- 6.83 The ten year review and report will be science-based and seek to engage experts as relevant knowledge-holders across public administration, academia, Inuit organizations and communities and Indigenous knowledge where possible and practical.
- 6.84 The GC will maintain responsibility for the design, contracting, expenses and completion of the ten year review within the purview of its fiscal funding profile.
- 6.85 No recommendations made by the ISMC related to the ten year review that it makes to the GC resulting from its review of the report nor anything in the review or report shall be interpreted as creating any legally binding obligations on the GC.

# **Other Arrangements**

(/)

6.86 Nothing in this Agreement shall be construed to preclude the GC, GN and NTI, or any two of them, from reaching a separate agreement respecting the Remediation of any Impacted Site. Any such separate agreement shall not affect any right of or impose any obligation on any Party not a party to such separate agreement.

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# CHAPTER 7 HUMAN RESOURCES DEVELOPMENT, EMPLOYMENT AND ARTICLE 23

## **Transitional Strategy**

7.1 In September 2020 the Parties approved a Transitional Human Resources Development Strategy ("**Transitional Strategy**"). The Transitional Strategy concludes on the Transfer Date.

#### Joint Review

7.2 GN and NTI shall complete a joint review to assess the implementation of the Transitional Strategy by assessing goals accomplished and determining continuing requirements for human resources development, training and support. The results of this joint review shall inform the Post-Devolution Strategy. The joint review shall be completed no later than six months following the Transfer Date.

# **Post-Devolution Strategy**

- 7.3 GN and NTI shall agree on a Post-Devolution Human Resources Development Strategy ("Post-Devolution Strategy"). Upon its approval by GN and NTI, the Post-Devolution Strategy shall be provided to GC and attached to this Agreement as Appendix 6. The Post-Devolution Strategy shall be effective no later than twelve months from the Transfer Date and shall be implemented over an initial period of ten years from the effective date of the Post-Devolution Strategy ("Initial Ten Year Period").
- 7.4 The Post-Devolution Strategy shall include mechanisms, including benchmarks, to inform any reviews and evaluations pursuant to sections 7.10 and 7.11 below.

#### **Interim Period**

- 7.5 During the period between Transfer Date and the effective date of the Post-Devolution Strategy ("Interim Period"), the objectives and priorities identified in the Transitional Strategy shall continue to be implemented by agreement between GN and NTI.
- 7.6 The GN shall make available funding for the objectives and priorities of the Transitional Strategy undertaken during the Interim Period from the funds committed by the GN in section 10.15 of this Agreement.

#### **Principal Objective**

7.7 The principal objective of the Transitional Strategy and the Post-Devolution Strategy is to maximize Inuit employment at all levels within the complement of positions that will be created in the GN as a result of devolution while ensuring that the GN will have the necessary human resource capacity to discharge the responsibilities it receives from the GC.

#### **Article 23 of the Nunavut Agreement**

7.8 The Post-Devolution Strategy shall recognize and be consistent with Article 23 of the Nunavut Agreement. The objective of Article 23 is to increase Inuit participation in government employment in the Nunavut Settlement Area to a representative level.

#### **GN Organizational Design**

7.9 The Parties acknowledge that the design of the GN organizational structure in support of devolution is an important dimension of human resources planning for the Post-Devolution Strategy.

#### Review

- 7.10 The joint review committee considered in subsection 7.17(b) shall conduct an annual review of the Post-Devolution Strategy and support its implementation by assessing goals accomplished.
- 7.11 In years four and nine of the Initial Ten Year Period, GN and NTI shall contract an independent comprehensive evaluation of the Post-Devolution Strategy. The comprehensive evaluation shall produce a report that will assess the implementation of the Post-Devolution Strategy and make recommendations which shall inform how the Post-Devolution Strategy may best meet its principal objective.

#### **Annual Plan**

7.12 The joint review committee considered in subsection 7.17(b) shall approve an annual plan to guide implementation of the Post-Devolution Strategy.

#### **Extensions**

- 7.13 Not less than six months prior to the expiry of the Initial Ten Year Period and considering the annual review and comprehensive evaluation of the Post-Devolution Strategy conducted under sections 7.10 and 7.11, GN and NTI shall determine the continuing requirements for human resources development, training and support.
- 7.14 The Post-Devolution Strategy may be extended for five year periods, with such changes as GN and NTI agree to, until GN and NTI agree that a Post-Devolution Strategy is no longer needed.
- 7.15 Extensions of the Initial Ten Year Period shall provide for subsequent reviews as required by sections 7.10 and 7.11.

#### **Funding of the Post-Devolution Strategy**

- 7.16 The Post-Devolution Strategy shall be funded:
  - (a) beginning on the effective date of the Post-Devolution Strategy; and

(b) during any subsequent extensions to the Initial Ten Year Period;

from the funds committed by the GN in section 10.15 of this Agreement.

## Framework of the Post-Devolution Strategy

- 7.17 The Post-Devolution Strategy shall include, at a minimum, the following elements:
  - (a) **Program Elements**: programming details, including education and training, onthe-job training, wrap around learner supports, outreach and workforce integration initiatives;
  - (b) **Oversight and Review**: terms of reference for a joint review committee to monitor and review the implementation of the Post-Devolution Strategy, and provide guidance, advice and recommendations with respect to its delivery; and
  - (c) **Program Management, Administration and Delivery**: organizational structures for the management, administration, and delivery of the Post-Devolution Strategy which shall be based on the level of resources available.

# **Program Elements of the Post-Devolution Strategy**

- 7.18 The Post-Devolution Strategy shall include, at a minimum, the following program elements:
  - (a) **Education and Training**: providing options for Inuit to participate in education and training programs, within and outside of Nunavut, that lead to diplomas, degrees or other credentials required for devolution-related jobs;
  - (b) **On-the-Job Training**: a variety of types of on-the-job training initiatives, including those for Inuit participating in education and training programs, and those for Inuit GN employees to obtain skills, experience, and confidence needed to advance to other positions;
  - (c) **Learner Support**: a comprehensive suite of academic and personal wrap around supports, customized to meet the individual needs of Inuit participating in Post-Devolution Strategy programming;
  - (d) **Outreach**: proactively engaging and informing Inuit about the employment opportunities that arise from devolution, as well as the associated Post-Devolution Strategy initiatives that will provide Inuit with the required competencies to qualify for those jobs; and
  - (e) **Workforce Integration**: recruiting and integrating Inuit through Transitional Strategy and Post-Devolution Strategy programming into devolution-related jobs.

## **Inuit Societal Values of the Post-Devolution Strategy**

7.19 The Post-Devolution Strategy shall be guided by and integrate Inuit Societal Values as set out in the Transitional Strategy.

#### **Obligations of GC**

7.20 For greater certainty and subject to any agreed upon exception by the Parties, any and all obligations of the GC relating to the Transitional Strategy shall terminate on the Transfer Date and the GC shall have no obligations under the Post-Devolution Strategy.

#### Amendment to the Post-Devolution Strategy

7.21 The provisions of the Post-Devolution Strategy may be amended but only if such amendment is made by GN and NTI and reflected in a written agreement between them.

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# CHAPTER 8 AFFECTED FEDERAL EMPLOYEES

# **Objective**

8.1 The objective of this chapter is to maximize the acceptance of job offers from the GN by Affected Federal Employees.

#### Relationship to Chapter 7 Human Resource Development

8.2 Nothing in Chapter 7 shall be construed so as to abrogate or derogate from the rights or obligations of the Parties pursuant to this chapter.

## Cooperation

- 8.3 The GC and the GN agree to work cooperatively during the period between the Effective Date and the Transfer Date to ensure the orderly management of human resources matters referred to in this chapter, with such cooperation to include the establishment, as soon as practicable following the Effective Date, of a transitional working group ("Affected Federal Employees Working Group") comprised of representatives from each of the Parties.
- 8.4 The Affected Federal Employees Working Group shall develop a transitional work plan ("Affected Federal Employees Work Plan") to ensure the effective management of human resource matters referred to in this chapter. The Affected Federal Employees Work Plan shall set out the nature, timing and responsible government in respect of activities to be undertaken in the period between the Effective Date and the Transfer Date to effect the transition to the GN of Affected Federal Employees who accept the job offers from the GN referred to in section 8.25, including information sharing and communication with GC employees in devolvable positions in respect of prospective employment with the GN.
- 8.5 The Parties acknowledge that prior to the Effective Date the GC, subject to any privacy restrictions, provided the GN and NTI, for the purposes of human resource planning and organizational design, with the following information:
  - (a) the location, Qualification Standards, work description and associated group and level of NAO and CNGO positions related to the administration and control of Public Lands and rights in respect of Waters;
  - (b) a description of the benefits package and salary range allocated to each NAO and CNGO position related to the administration and control of Public Lands and rights in respect of Waters; and
  - (c) a breakdown of which NAO and CNGO positions related to the administration and control of Public Lands and rights in respect of Waters are currently occupied and which are vacant.

- 8.6 During the period between Effective Date and the date that the GC provides the information referred to in section 8.23, the GC shall, subject to any privacy restrictions, provide the GN and NTI with updates to the information referred to in section 8.5.
- 8.7 When providing the updates referred to in section 8.6 the GC shall, to the extent permitted by applicable privacy restrictions, seek to provide the GN and NTI with updates relating to the number, location, Qualification Standards, work description and associated group and level of NAO and CNGO positions related to the administration and control of Public Lands and rights in respect of Waters that are filled by Inuit.
- 8.8 No later than one year prior to the Transfer Date, the GC shall, subject to any privacy restrictions, provide the GN and NTI with the location, Qualification Standards, work description and associated group and level of NAO and CNGO positions in Nunavut related to the administration and control of Public Lands and rights in respect of Waters that are encumbered but are anticipated by the GC not to be effectively occupied on the Transfer Date due to some form of leave, accommodation, or assignment. The GC shall provide the GN and NTI with updates to such information until the Transfer Date. The Affected Federal Employees Work Plan shall address the treatment of Affected Federal Employees who are anticipated to be on some form of leave or accommodation on the Transfer Date.

#### **GN Organizational Design**

- 8.9 The Parties acknowledge that the design of the GN organizational structure is an important dimension of human resources planning in relation to Affected Federal Employees.
- 8.10 The Parties acknowledge that the GN has provided to the GC and NTI its plan for organizational design.
- 8.11 The GN will provide its preliminary organizational design to the GC and NTI no later than one year following the Effective Date and will provide its detailed organizational design to the GC and NTI no later than six months prior to the Transfer Date.
- 8.12 The GN shall provide any changes made to its detailed organizational design prior to the Transfer Date to GC and NTI.
- 8.13 Recognizing the structural and operational differences between the GN and the GC, the GN shall to the degree practicable create positions within the positions created as a result of devolution that are substantively similar to the functions and authorities of the positions of Affected Federal Employees immediately prior to the written offers of employment referred to in section 8.25.

# GC Organizational Design

8.14 The GC shall inform the GN and NTI of any organizational changes materially affecting the administration and control of Public Lands and rights in respect of Waters prior to the Transfer Date, including any of the following changes to NAO or CNGO positions related to the administration and control of Public Lands and rights in respect of Waters:

- (a) changes to the total number of positions;
- (b) changes to the location of a position;
- (c) changes to the reporting relationship of a position; or
- (d) changes to the Qualification Standards, work description and associated group and level of a position.
- 8.15 The Affected Federal Employees Work Plan shall address the frequency and format for the information to be provided pursuant to sections 8.6 and 8.12.

#### **GC Staffing Prior to Transfer Date**

- 8.16 Recognizing the objective of this chapter, the GC shall undertake measures to maximize the number of NAO and CNGO positions in Nunavut related to the administration and control of Public Lands and rights in respect of Waters that are filled at the date that the GC provides the information referred to in section 8.23.
- 8.17 The GC shall inform the GN and NTI of the measures referred to in section 8.16, including the status of staffing actions to fill vacant NAO and CNGO positions in Nunavut related to the administration and control of Public Lands and rights in respect of Water.
- 8.18 The Affected Federal Employees Work Plan shall address the frequency and format for the information to be provided pursuant to section 8.17.

## **GC Notice of Alternative Delivery Initiative**

- 8.19 The GC shall issue, in writing, a Notice of Alternative Delivery Initiative to each employee who receives a GN written offer of employment pursuant to section 8.25. Such notice shall be dated the same date as the offer of employment.
- 8.20 The written offers of employment referred to in section 8.25 shall meet or exceed the requirements of a Type 2 Alternative Delivery Initiative pursuant to Part VII of the National Joint Council Work Force Adjustment Directive (Canada) or equivalent provisions of any collective agreement applicable to the Affected Federal Employee receiving such offer.
- 8.21 The Notice of Alternative Delivery Initiative referred to in section 8.19 shall be delivered by hand or by registered mail to the mailing address of an employee provided to the GN pursuant to subsection 8.23(b).
- 8.22 Each Affected Federal Employee shall have sixty days from the date of receipt of the Notice of Alternative Delivery Initiative to accept, in writing, the written offer of employment referred to in section 8.25.

#### **GC Information for GN Offers of Employment**

- 8.23 In respect of each indeterminate full-time or indeterminate part-time employee of the GC to whom the GC will send a Notice of Alternative Delivery Initiative, the GC shall, subject to obtaining the written consent of that employee, provide to the GN the most current of the following information in respect of that employee and that employee's substantive position:
  - (a) full name;
  - (b) mailing address;
  - (c) GC email address;
  - (d) number of dependants;
  - (e) position title, work description (or equivalent) which includes a description of the duties or functions of that employee, classification and level to which that employee has been appointed, as defined in the Policy on Terms and Conditions of Employment (Canada);
  - (f) location of position;
  - (g) supervisor's position title;
  - (h) full-time or part-time status;
  - (i) where the employee is subject to a probationary period immediately prior to the Transfer Date, the date of termination of such probationary period;
  - (j) amount of annual Federal Salary and hourly rated Federal Salary;
  - (k) amount of Federal Employer Pension Contribution;
  - (I) Federal Service date;
  - (m) amount of Federal Vacation Leave Value;
  - (n) hours of work;
  - (o) amount of environmental allowance, cost of living differential allowance, shelter cost differential allowance, fuel and utilities differential allowance and vacation travel assistance allowance components of the National Joint Council Isolated Post and Government Housing Directive (Canada) calculated on the basis of that employee's location and number of dependants;
  - (p) compulsory and voluntary deductions; and

- (q) information in the possession of the GC regarding the work experience of the employee, including the most recent copy of that employee's *curriculum vitae* (résumé) in the possession of the GC.
- 8.24 The information referred to in section 8.23 shall be provided by the GC to the GN on a date agreed upon by the GC and the GN, which date shall provide sufficient time for the GN to comply with section 8.25.

#### **GN Offers of Employment**

- 8.25 The GN shall make a written offer of employment to each employee of the GC in respect of whom the GC has provided information pursuant to section 8.23. Such offer of employment shall be made at a date to be agreed to by the GC and the GN so that the date of the offer received by each Affected Federal Employee is no later than six months prior to the Transfer Date. Such written offer shall include an offer of the following terms of employment:
  - (a) a position, the functions and authorities of which represents the position, within the positions created by the GN as a result of devolution, with the closest alignment to the functions and authorities of the substantive position held by the employee immediately prior to the offer of employment as set out in the information provided pursuant to subsection 8.23(e);
  - (b) provide a position which is located in the community which matches the location, as set out in the information provided pursuant to subsection 8.23(f), of the substantive position held by the employee immediately prior to the offer of employment, where that substantive position is located within Nunavut;
  - (c) provide that the employee will not be relocated to a different community for a period of five years from the Transfer Date;
  - (d) where that employee's GN Compensation is equal to or greater than that employee's Federal Compensation, an offer of GN Compensation;
  - (e) where that employee's GN Compensation is less than that employee's Federal Compensation, an offer of GN Compensation and a GN Transition Allowance the sum of which is equal to or greater than that employee's Federal Compensation;
  - (f) where the employee has full-time indeterminate employment status with the GC, employment with the GN as a full-time indeterminate employee; and
  - (g) where the employee has part-time indeterminate employment status with the GC, employment with the GN as a part-time indeterminate employee at the same fulltime equivalency.
- 8.26 Subject to section 8.61, the effective date of the GN written offer of employment shall be the Transfer Date.

- 8.27 The written offers of employment referred to in section 8.25 shall be delivered by hand or-by registered mail to the mailing address of an employee provided to the GN pursuant to subsection 8.23(b) and by email to the employee's GC email address provided pursuant to subsection 8.23(c).
- 8.28 As soon as is practicable following the delivery pursuant to section 8.27 of the written offers of employment referred to in section 8.25 the GN shall provide the GC with confirmation of such delivery.

## **Information Sharing – Appointed Employees**

- 8.29 As soon as practicable following an Affected Federal Employee accepting the written offer of employment referred to in section 8.25 and not later than thirty days prior to the Transfer Date the GC shall, subject to obtaining the written consent of that employee, provide to the GN:
  - (a) a statement of the amount of earned and unused federal vacation leave to be considered for the purposes of section 8.54;
  - (b) the amount of sick leave to be credited to that employee pursuant to section 8.57; and
  - (c) a report of that employee's Federal Service as of immediately prior to the Transfer Date including continuous Federal Service, continuous federal employment and Federal Service relevant for the purpose of calculating vacation leave and vacation pay.
- 8.30 The GC shall advise the GN of all changes to the information provided by the GC pursuant to sections 8.23 and 8.29 that occur prior to the Transfer Date as soon as practicable following any such change occurring.
- 8.31 Personnel files for all Appointed Employees shall be included in the provision of Records to the GN pursuant to section 9.56.
- 8.32 As soon as practicable following the Transfer Date, the GC shall provide the GN with a record of pensionable service in respect of each Appointed Employee.
- 8.33 The GN shall be entitled to rely on information provided by the GC pursuant to sections 8.23, 8.29, 8.30, and 8.32 in meeting its obligations under this chapter in respect of Affected Federal Employees and Appointed Employees.
- 8.34 The GN shall treat the information provided by the GC pursuant to this chapter in accordance with the *Access to Information and Protection of Privacy Act* (Nunavut).
- 8.35 Prior to the Transfer Date, the GN shall use the information provided by the GC pursuant to sections 8.23, 8.29, 8.30, and 8.32 only for the purposes of making the written offers of employment referred to in section 8.25 or for the purposes of creating personnel files for Appointed Employees.

8.36 For greater certainty, if an Affected Federal Employee refuses the written offer of employment referred to in section 8.25, the GN shall protect the confidentiality of information provided by the GC under section 8.23 in respect of that employee by retaining and disposing of such information in accordance with territorial Legislation.

## Staff Housing

- 8.37 Where an Appointed Employee is, at the Transfer Date, residing in a Transferred Staff Housing Unit the GN shall, at the Transfer Date, make available such Transferred Staff Housing Unit to such Appointed Employee.
- 8.38 As soon as practicable following an Appointed Employee, who resides in a Transferred Staff Housing Unit, accepting the written offer of employment referred to in section 8.25, and not later than sixty days prior to the Transfer Date, the GC shall provide the GN with the following information regarding the Appointed Employee's Transferred Staff Housing Unit:
  - (a) the building and unit number of the Transferred Staff Housing Unit;
  - (b) the square footage of liveable space in the Transferred Staff Housing Unit;
  - (c) the total amount payable monthly by that employee to the GC for rental of the Transferred Staff Housing Unit at the date the job offer from the GN referred to in section 8.25 is made; and
  - (d) a copy of the rental agreement for that employee's Transferred Staff Housing Unit.
- 8.39 As soon as practicable following the GN receiving the information provided by the GC pursuant to section 8.38, and not later than thirty days prior to the Transfer Date, the GN shall provide the Appointed Employee with a copy of the GN lease agreement for that employee's Transferred Staff Housing Unit.
- 8.40 Subject to section 8.41, the GN shall ensure, to the degree practicable, that the terms of agreement for the rental of the Transferred Staff Housing Unit in place between the GC and the Appointed Employee immediately prior to the Transfer Date, are made available to such Appointed Employee by the GN immediately following the Transfer Date.
- 8.41 The rental amount for the Transferred Staff Housing Unit shall be determined in accordance with the staff housing policy and procedures of the GN.

# **GN Staff Housing Rental Rate Adjustment**

8.42 An Appointed Employee residing in a Transferred Staff Housing Unit shall be entitled to be paid a GN Staff Housing Rental Rate Adjustment in each of the first five years following the Transfer Date where in any such year the GN Staff Housing Rental Rate payable by that Appointed Employee to the GN for the Transferred Staff Housing Unit is more than the GC Staff Housing Rental Rate payable for a comparable federal staff housing unit.

- 8.43 The GN Staff Housing Rental Rate of the Transferred Staff Housing Unit and the GC Staff Housing Rental Rate for a comparable federal staff housing unit shall be calculated annually in each of the first five years following the Transfer Date. The GC shall provide the GN the GC Staff Housing Rental Rate no later than sixty days prior to the start of the year.
- 8.44 No later than thirty days prior to the start of the year for which an Appointed Employee is entitled to the GN Staff Housing Rental Rate Adjustment, the GN will provide the Appointed Employee a written notice that details the amount of the GN Staff Housing Rental Rate Adjustment for that year.

## **User-Pay Utility – Electricity**

- 8.45 At the fifth anniversary of the Transfer Date, an Appointed Employee residing in a Transferred Staff Housing Unit where electricity can be individually metered, will be responsible for all electricity costs incurred in the Transferred Staff Housing Unit. This utility will no longer be part of the GN Staff Housing Rental Rate.
- 8.46 No later than ninety days prior to the fifth anniversary of the Transfer Date, the GN will provide the Appointed Employee a written notice that details the adjusted amount of the GN Staff Housing Rental Rate and any user-pay procedures.

## **Probationary Period**

- 8.47 Subject to section 8.48, an Appointed Employee shall not be subject to a probationary period with respect to the position to which that employee is first appointed by the GN.
- 8.48 Where an Appointed Employee is subject to a probationary period immediately prior to the Transfer Date, that employee shall be subject to, with respect to the position to which that employee is first appointed by the GN, a probationary period not longer than the remainder of that probationary period as at the Transfer Date.

## **Anniversary Date and Performance Increments**

- 8.49 For the purposes of the GN Terms of Employment the anniversary date of an Appointed Employee shall be the Transfer Date.
- 8.50 As of the Transfer Date, the entitlement of an Appointed Employee to performance increments shall be determined pursuant to the GN Terms of Employment.

## **Annual Leave or Annual Leave Payout**

- 8.51 As of the Transfer Date, the entitlement of any Appointed Employee to annual leave or annual leave payout shall be determined pursuant to the GN Terms of Employment based on the aggregate of that employee's Federal Service and continuous employment with the GN following the Transfer Date.
- 8.52 Notwithstanding section 8.51, the annual leave or annual leave payout accrual rate for an Appointed Employee shall be equal to or greater than the accrual rate to which that

- employee would be entitled immediately prior to the Transfer Date if that accrual rate were based on the aggregate of that employee's Federal Service and continuous service with the GN following the Transfer Date.
- 8.53 On the Transfer Date the GN shall provide one year's entitlement of annual leave, calculated in accordance with sections 8.51 and 8.52, to an Appointed Employee.
- 8.54 On the Transfer Date, in addition to the annual leave provided pursuant to section 8.53, the GN shall credit an Appointed Employee with annual leave in an amount equal to the lesser of:
  - (a) that employee's earned and unused federal vacation leave credits immediately prior to the Transfer Date; and
  - (b) one year's entitlement of annual leave, calculated in accordance with sections 8.51 and 8.52.
- 8.55 Upon termination of the federal employment of an Appointed Employee, the GC shall pay to that employee any accrued but unused federal vacation leave credits in excess of those referred to in section 8.54.

#### **Pension Plan**

8.56 For the purposes of the *Public Service Superannuation Act* (Canada) the employment of an Appointed Employee shall be deemed not to be interrupted by reason of that employee's termination of employment with the GC as a result of this Agreement and, as of the Transfer Date, an Appointed Employee shall be entitled to the provisions of the Public Service Superannuation Plan or any successor plan available to GN employees in accordance with the GN Terms of Employment.

#### Sick Leave

8.57 On the Transfer Date, the GN shall credit an Appointed Employee with sick leave credits equal to the amount of earned and unused sick leave available to that employee immediately prior to the Transfer Date and that employee shall, as of the Transfer Date, begin to accrue sick leave in accordance with the GN Terms of Employment.

## Health Care, Dental, Disability, Life Insurance, and other Benefits

8.58 As of the Transfer Date, an Appointed Employee shall be entitled to participate in and receive the benefit of the health care plan, dental plan, long term and short term disability plans, life insurance plan, death benefits, and other GN benefits available to GN employees (including mandatory paid leave) subject to and in accordance with the GN Terms of Employment.

#### Maternity, Parental and Adoption Leave Allowances

8.59 As of the Transfer Date, the eligibility of an Appointed Employee for a maternity, parental or adoption leave allowance shall be determined pursuant to the GN Terms of

Employment based on the aggregate of that employee's Federal Service and continuous service with the GN following the Transfer Date.

### **Waiting Period**

8.60 An Appointed Employee's participation in the benefits referred to in sections 8.58 and 8.59 shall not be subject to a waiting period unless that employee was subject to a waiting period immediately prior to the Transfer Date, in which case the waiting period shall be no longer than the remainder of that waiting period as at the Transfer Date.

## **Arrangements for Continuation of Leave Without Pay and Other Assignments**

8.61 Where a GC employee in a devolvable position will be on approved leave without pay or other assignment on the Transfer Date, Part VII of the National Joint Council Workforce Adjustment Directive (Canada) will be followed to determine the date that the GC shall issue, in writing, a Notice of Alternative Delivery Initiative to such employee and the GN shall make a written offer of employment to such employee on the same date that the employee is issued a Notice of Alternative Delivery Initiative. The date of employment with the GN in the written offer of employment shall be no earlier than six months following the date of the written offer of employment. In interpreting the application of the provisions of this chapter to such employee, the date of employment of the employee shall replace the Transfer Date.

#### Other GN Leave

8.62 Except as otherwise provided in this chapter, an Appointed Employee will earn leave and will be granted leave in accordance with the GN Terms of Employment.

#### **Nunavut Northern Allowance**

8.63 As of the Transfer Date, an Appointed Employee shall be paid a Nunavut Northern Allowance determined in accordance with the GN Terms of Employment.

#### Compensation

- 8.64 On the Transfer Date, the sum of an Appointed Employee's GN Compensation and GN Transition Allowance shall be greater than or equal to that employee's Federal Compensation at the date of the written offer of employment referred to in section 8.25, as adjusted pursuant to section 8.65.
- 8.65 The Federal Compensation referred to in section 8.64 shall be adjusted to reflect any change in Federal Compensation that occurs prior to the Transfer Date.
- 8.66 If an increase to any element of the Federal Compensation which is applicable to an Appointed Employee occurs following the Transfer Date with retroactive effect prior to the Transfer Date, then:
  - (a) the Federal Compensation, as adjusted pursuant to section 8.65, of that employee shall be adjusted to reflect the increase and to determine what the

- Federal Compensation of that employee would have been immediately prior to the Transfer Date:
- (b) the GC will pay a lump-sum amount to that employee representing any increase in the Federal Compensation of that employee that corresponds to that employee's period of employment with the GC prior to the Transfer Date; and
- (c) where the Federal Compensation, as adjusted pursuant to subsection 8.66(a) is greater than the sum of the GN Compensation and GN Transition Allowance as at the Transfer Date, the GN shall:
  - (i) provide or increase, as the case may be, the GN Transition Allowance, with effect from the Transfer Date, so that the sum of the new or adjusted GN Transition Allowance and the GN Compensation shall be equal to or greater than the Federal Compensation as adjusted pursuant to subsection 8.66(a); and
  - (ii) pay a lump-sum amount to that employee representing the retroactive value of the increase calculated pursuant to paragraph 8.66(c)(i) that corresponds to that employee's period of employment with the GN following the Transfer Date and up to the date of such payment.
- 8.67 The lump sum payment to an Appointed Employee pursuant to subsection 8.66(b) shall not include any amount in respect of an increase in the Federal Employer Pension Contribution.

#### **GN Transition Allowance**

- 8.68 An Appointed Employee shall be entitled to be paid a GN Transition Allowance in each of the first five years following the Transfer Date where in any such year the GN Compensation is less than the Federal Compensation of such employee at the Transfer Date, as adjusted where necessary pursuant to section 8.65 or subsection 8.66(a). The amount of the GN Transition Allowance in any such year shall be equal to the amount such Federal Compensation is greater than the applicable GN Compensation in that year.
- 8.69 No later than thirty days prior to the start of the year for which an Appointed Employee is entitled to the GN Transition Allowance, the GN will provide the Appointed Employee a written notice that details the amount of the GN Transition Allowance payable for that year.
- 8.70 Where an Appointed Employee is entitled to be paid a GN Transition Allowance, the amount of such GN Transition Allowance for that year, as adjusted where necessary pursuant to paragraph 8.66(c)(i) and section 8.71, shall be paid to that Appointed Employee as a biweekly payment.
- 8.71 The amount of the GN Transition Allowance will be adjusted to reflect any change in GN Compensation that occurs during the year in which it is paid. The GN will notify the Appointed Employee in writing of any change.

#### **GN Salary Administration**

- 8.72 At the fifth anniversary of the Transfer Date, where an Appointed Employee's GN Compensation is less than that employee's Federal Compensation, as adjusted pursuant to section 8.65 or subsection 8.66(a), that employee's GN Salary shall be adjusted to equal the maximum amount of the GN pay range or pay band of the GN position of that employee and from the date of the adjustment that employee's GN Salary shall be determined in accordance with the GN Terms of Employment.
- 8.73 Subject to section 8.72, an Appointed Employee's GN Salary shall, as of the Transfer Date, progress through the GN pay range or pay band in accordance with the GN Terms of Employment.
- 8.74 For greater certainty and notwithstanding any provision of this Agreement, an Appointed Employee's pensionable GN Salary on the Transfer Date shall be no less than the pensionable Federal Salary of that employee immediately prior to the Transfer Date, as adjusted pursuant to section 8.65 or subsection 8.66(a).

#### **Term Employees**

8.75 Without obligations of any kind on the GC or the GN, the GN shall consider offering employment to each Federal Term Employee who will be terminated on the Transfer Date as a result of devolution.

## Job Description Review

8.76 As of the Transfer Date, an Appointed Employee shall have any rights to request a review of the evaluation of that employee's position that exist pursuant to and in accordance with GN Terms of Employment.

### **Federal Service Severance Pay and Relocation Benefits**

8.77 The GN shall have no obligation or liability in respect of any relocation benefits or severance payment entitlements of an Appointed Employee arising from that employee's Federal Service.

#### **GN Additional Measures**

8.78 During the period between the Effective Date and the Transfer Date the GN may establish additional measures aimed at maximizing the acceptance of job offers from the GN by Affected Federal Employees. No such measures shall affect the terms or conditions of employment with the GC of any Affected Federal Employee, unless otherwise agreed to in writing by the GC.

#### **GN Collective Agreement**

8.79 The GC and the GN acknowledge that the consent of the parties to the GN Collective Agreement is required in respect of any amendments to that agreement which may be required to implement the provisions of this Agreement corresponding to this chapter.

## CHAPTER 9 PROPERTIES, ASSETS, RECORDS AND CONTRACTS

### Federal Buildings

- 9.1 The GC shall transfer to the Commissioner, on the Transfer Date, administration and control of the Listed Federal Buildings and Properties attached hereto as Appendix 7.
- 9.2 Where NAO or CNGO is the occupant of premises in a Federal Building under the administration and control of CIRNAC and such Federal Building is not a Listed Federal Building, CIRNAC and the GN shall enter into an agreement for occupancy prior to the Transfer Date, which agreement unless otherwise agreed shall:
  - (a) be in place at least six months prior to Transfer Date and take effect at the Transfer Date:
  - (b) provide for the occupancy by the GN of the premises which were occupied by NAO or CNGO prior to the Transfer Date in respect of responsibilities transferred pursuant to this Agreement;
  - (c) provide for the term for which the agreement shall remain in effect; and
  - (d) provide for terms and conditions of the GN's occupancy based on commercial lease practices in respect of similar premises.
- 9.3 Where the GC continues to require premises within a Listed Federal Building for its functions following the Transfer Date, the GN shall upon request by the GC, enter into an agreement for occupancy with the GC prior to the Transfer Date which agreement unless otherwise agreed, shall:
  - (a) be in place at least six months prior to Transfer Date and take effect at the Transfer Date;
  - (b) provide for the occupancy of the premises which were occupied by the GC prior to the Transfer Date;
  - (c) provide for the term for which the agreement shall remain in effect; and
  - (d) provide for terms and conditions of the GC's occupancy based on commercial lease practices in respect of similar premises.
- 9.4 Notwithstanding section 9.3, the GC shall provide possession of the Qimugjuk Building to the GN on the Transfer Date and such building shall as of the Transfer Date be vacated of any GC occupants. For certainty this does not apply to Appointed Employees, or any assets transferred to the GN pursuant to this Agreement.
- 9.5 The GC shall provide the GN reasonable opportunity to conduct inspections of any Listed Federal Building and such inspections shall be scheduled and conducted in a manner that minimizes disruption to the GC's operations.

- 9.6 The GC will continue its regular scheduled maintenance of Listed Federal Buildings until the Transfer Date.
- 9.7 In respect of each Listed Federal Building the GC shall as soon as practicable but no later than six months following the Effective Date provide the GN with a current Phase I Environmental Site Assessment report.
- 9.8 Where any Phase I Environmental Site Assessment referred to in section 9.7 indicates a likelihood of contamination, a higher level Environmental Site Assessment shall be undertaken and completed by the GC and provided to the GN as soon as practicable following receipt of the Phase I Environmental Site Assessment and in any event no later than twelve months prior to the Transfer Date.
- 9.9 The GC shall be responsible for Remediation, in accordance with CCME Guidelines, of any deficiencies identified under an Environmental Site Assessment report referred to in section 9.7 or 9.8.
- 9.10 Each Listed Federal Building shall on the Transfer Date be in a condition adequate to:
  - (a) meet the functional requirements related to the functions for which such building is used by the GC immediately prior to the Transfer Date; and
  - (b) meet the minimum statutory and regulatory health and safety requirements such building will be subject to immediately prior to the Transfer Date.
- 9.11 At least one year prior to the Transfer Date and continuing until Transfer Date the GC will discuss with the GN any issues that the GN identifies with respect to a Listed Federal Building not meeting the functional requirements or minimum statutory and regulatory health and safety requirements the building will be subject to immediately following transfer.
- 9.12 The GC shall endeavour to complete the Remediation referred to in section 9.9, and remedy any deficiencies to meet the requirements of section 9.10 prior to the Transfer Date. Where such Remediation or remedying of deficiencies is not anticipated to be completed prior to the Transfer Date the GC shall work cooperatively with the GN to identify measures to ensure that disruption to the GN's operations following the Transfer Date are minimized and shall:
  - (a) complete the Remediation or remedying of any deficiencies as soon as practicable following the Transfer Date; or
  - (b) subject to agreement by the GN, pay to the GN funds in lieu of the GC completing the Remediation or completing the remedying of deficiencies.
- 9.13 Subject to any security or privacy concerns, the GC shall provide a floor plan for all Listed Federal Buildings on the Effective Date and advise the GN as of that date if it plans to make any changes to such floor plans. Such floor plans shall provide a level of detail reasonably required by the GN for planning purposes related to its occupancy of building on the Transfer Date. The GC shall also advise the GN every six months following the

Effective Date, up to and including the Transfer Date, whether any changes to any such floor plans have been, or are planned to be, made. Any such changes made by the GC during the twelve month period prior to the Transfer Date shall require the consent of the GN.

- 9.14 In respect of each Listed Federal Building that is under the administration and control of Public Works Canada, the GC shall provide the GN ongoing funding for:
  - (a) payment in lieu of taxes; and
  - (b) operations and maintenance;

in an amount equal to the amount Public Works Canada was funded for the Listed Federal Building immediately prior to the Transfer Date.

9.15 The GC and GN acknowledge that the funding referred to in section 9.14 is included in the ongoing funding referred to in section 10.16.

#### **Owned Staff Housing Units**

- 9.16 The GC and the GN acknowledge that the Owned Staff Housing Units set out in Appendix 7 is a preliminary list and subject to amendment prior to finalization as contemplated in section 9.17.
- 9.17 The GC shall Consult with the GN regarding any changes to the list of Owned Staff Housing Units set out in Appendix 7 following which the GC shall finalize the list and provide it to the GN no later than six months prior to the Transfer Date.
- 9.18 The GC shall transfer to the Commissioner, on the Transfer Date, administration and control of the Owned Staff Housing Units set out in the finalized list referred to in section 9.17.
- 9.19 Sections 9.7 to 9.12 shall apply to the Owned Staff Housing Units referred to in sections 9.16 and 9.17 in the same manner as they apply to Listed Federal Buildings.

#### **Public Works Canada Leaseholds**

- 9.20 Public Works Canada and the GN shall enter into an agreement no less than six months prior to the Transfer Date in respect of the GN occupancy of premises effective on the Transfer Date where:
  - (a) Public Works Canada is a lessee of the premises, the premises are occupied, in whole or in part, by NAO or CNGO in respect of responsibilities transferred pursuant to this Agreement and the retention of the leasehold interest of Public Works Canada is required following the Transfer Date for federal program purposes; or

- (b) a Federal Building under the administration and control of Public Works Canada, which is not a Listed Federal Building, is occupied by NAO or CNGO in respect of responsibilities transferred pursuant to this Agreement.
- 9.21 Unless otherwise agreed by the GN and Public Works Canada, an agreement for occupancy referred to in section 9.20 shall:
  - (a) take effect at the Transfer Date;
  - (b) provide for the occupancy by the GN of the premises which were occupied by NAO or CNGO prior to the Transfer Date, in respect of responsibilities transferred pursuant to this Agreement;
  - (c) provide for occupancy costs, terms and conditions equivalent to those of the NAO or CNGO occupancy immediately prior to the Transfer Date;
  - (d) provide for the term for which the agreement shall remain in effect; and
  - (e) subject to subsection 9.21(c), provide for other terms and conditions of the GN occupancy based on commercial lease practices in respect of similar premises.

#### Office Leases

- 9.22 The GC shall assign to the GN on, and with effect from, the Transfer Date, the Office Leases listed in Appendix 8. The GC and GN acknowledge that the list attached hereto as Appendix 8 is a preliminary list and is subject to amendment prior to finalization as referred to in section 9.23.
- 9.23 The GC shall Consult with the GN regarding any changes to the list of Office Leases set out in Appendix 8 following which the GC shall provide the GN with an updated preliminary list and a finalized list three months prior to the Transfer Date.

#### **Leased Staff Housing Units**

- 9.24 The GC and the GN acknowledge that the Leased Staff Housing Units set out in Appendix 8 is a preliminary list and subject to amendment prior to finalization as contemplated in section 9.25.
- 9.25 The GC shall Consult with the GN regarding any changes to the list of Leased Staff Housing Units set out in Appendix 8 following which the GC shall provide the GN with an updated preliminary list on the date the GC delivers the Notices of Alternative Delivery Initiative and a finalized list three months prior to the Transfer Date.
- 9.26 The GC shall make best efforts to assign to the GN, on the Transfer Date, the GC's leasehold interest in, including all rights and obligations of the GC under, each of the leases set out on the finalized list referred to in section 9.25.

- 9.27 The GN, having been advised of the particular Leased Staff Housing Units the GC proposes to transfer to the GN, may reject the transfer by the GC of any non-occupied Leased Staff Housing Unit.
- 9.28 Prior to the Transfer Date the GC shall provide the GN with a listing of the leases set out in the finalized list referred to in section 9.25 which are to be transferred.
- 9.29 Prior to the Transfer Date the GC shall provide the GN with a listing of leases set out in the finalized list referred to in section 9.25 which are not to be transferred and a summary of the efforts made to secure the assignment of the lease.
- 9.30 The GC and GN acknowledge that Leased Staff Housing Units occupied by Affected Federal Employees who do not accept the written offer of employment referred to in section 8.25 shall remain on the list of Leased Staff Housing Units set out in Appendix 8 and the transfer of the leasehold interest to the GN shall be on the Transfer Date or, if there is a requirement that the Affected Federal Employee remain in the Leased Staff Housing Unit until the end of the school year, then the earliest date such requirement has been fulfilled.
- 9.31 The GC shall provide the GN reasonable opportunity to conduct inspections of any Leased Staff Housing Unit referred to in the lists set out in sections 9.24 and 9.25.
- 9.32 The GC will continue any regular scheduled maintenance of the Leased Staff Housing Units referred to in the preliminary and finalized lists referred to in sections 9.24 and 9.25 until the Transfer Date.

#### **Moveable Assets**

- 9.33 As soon as practicable but no later than one year following the Effective Date, the GC shall provide to the GN a list of Moveable Assets dedicated to or used by NAO or CNGO in respect of responsibilities transferred pursuant to this Agreement. The list shall identify Moveable Assets individually except where the nature or value of Moveable Assets would make listing by category or class more practicable.
- 9.34 The GC shall update the list described in section 9.33 annually and the GC shall provide the GN with an updated preliminary list six months prior to the Transfer Date and a finalized list three months prior to the Transfer Date.
- 9.35 Upon request by the GN, the GC shall provide the GN reasonable opportunity to inspect any Moveable Asset identified or described on the list referred to in section 9.33, as updated pursuant to section 9.34. The GN and the GC agree to schedule and conduct such inspections in a manner that minimizes disruption to the GC's operations.
- 9.36 Each Moveable Asset on the list referred to in section 9.33, as updated pursuant to section 9.34, shall, on the Transfer Date, be in a state of repair adequate to meet the functional requirements related to the functions for which such asset is used by the GC immediately prior to the Transfer Date. Should the GN determine a Moveable Asset is not desired at the time of transfer, the GN may elect to decline the transfer in its sole discretion provided that the GN shall provide sufficient notice, as determined by GC, to

the GC to allow the GC to remove, relocate or properly dispose of such Movable Asset prior to the Transfer Date. If the GN fails to provide such sufficient notice, the Moveable Asset shall be transferred to the GN. GC will not be required to replace or support replacement of any declined Moveable Asset.

- 9.37 The GC will continue its regular scheduled maintenance of the Moveable Assets until the Transfer Date.
- 9.38 Subject to section 9.36, on the Transfer Date the GC shall transfer to the GN all Moveable Assets identified on the list described in section 9.33, as updated pursuant to section 9.34.

#### **IT Assets**

- 9.39 As soon as practicable but no later than six months following the Effective Date, the GC and the GN shall share information related to their respective IT Assets for the purpose of planning the integration of IT Assets into the GN infrastructure.
- 9.40 The GC and the GN shall work cooperatively between the Effective Date and the Transfer Date to ensure the orderly integration of IT Assets into the GN infrastructure, such cooperation shall include the establishment and implementation, where practicable, of an IT work plan and regular meetings of a formal IT working group comprised of representatives from the GC and the GN.
- 9.41 As soon as practicable but no later than six months following the Effective Date, the IT working group shall develop an IT Assets work plan for the period from the Effective Date to the Transfer Date to address:
  - (a) the identification and evaluation of IT Assets to be transferred;
  - (b) any compatibility concerns relating to IT Assets; and
  - (c) the orderly transfer and integration of IT Assets into the GN infrastructure.
- 9.42 Each of the GC and the GN shall, prior to the Transfer Date, Consult with the other in respect of any material investments in IT Assets.

#### **Copyright in Publications**

- 9.43 Prior to the Transfer Date, the GC shall assign copyright to, or licence the use by, the GN of those works used by NAO or CNGO in respect of responsibilities transferred to the GN pursuant to this Agreement.
- 9.44 Notwithstanding section 9.43, only the copyright that may subsist in legends, annotations, sketches and other additions to maps created by NAO or CNGO personnel are assigned pursuant to section 9.43, and any other copyright owned by the GC in maps, including topography information, is excluded from the assignment of copyright referred to in section 9.43.

- 9.45 Nothing in section 9.44 shall affect the validity of any licence provided by the GC to the GN for the use of any map or prevent the GN from obtaining such a licence from the GC in relation to any map.
- 9.46 If following the Transfer Date the GN needs, for the continued fulfilment of the responsibilities transferred to it pursuant to this Agreement, to use any work in which the GC owns copyright, the GC and the GN shall enter into arrangements to ensure that enough copies of the work will be made available to the GN including arrangements for the assignment or licensing of copyright in such work.

#### **Computer Programs Copyright and Licences**

- 9.47 Prior to the Transfer Date the GC shall provide for the assignment of copyright to, or licence the use by, the GN of those computer programs used by NAO or CNGO in relation to the administration and control of Public Lands and rights in respect of Waters.
- 9.48 Where a computer program used by NAO or CNGO in relation to the administration and control of Public Lands and rights in respect of Waters cannot, or the GN and the GC agree will not, be assigned or licenced to the GN pursuant to section 9.47, the GC shall ensure that the GN has use of such computer program as is reasonably necessary for the GN to fulfill the responsibilities transferred to it pursuant to this Agreement.

#### Contracts

- 9.49 As soon as practicable but no later than six months following the Effective Date, the GC shall provide the GN and NTI with a list of all contracts entered into by the GC which:
  - (a) are in respect of NAO or CNGO functions that will no longer be performed by the GC following the Transfer Date; and
  - (b) have terms which expire following the Transfer Date.
- 9.50 The GC shall indicate on the list referred to in section 9.49 the contracts in respect of which the GN will agree to assume from the GC all of the GC's rights and obligations as of the Transfer Date.
- 9.51 The GC shall Consult with the GN regarding the list referred to in section 9.49 following which the GC will finalize the list and provide it to the GN at least three months prior to the Transfer Date.
- 9.52 Where the list of contracts referred to in section 9.49 is amended the GC shall deliver notice to NTI within fifteen days of the date of such amendment.
- 9.53 The GN shall agree to assume from the GC all of the GC's rights and obligations, as of the Transfer Date, under each of the contracts set out on the finalized list referred to in section 9.51.
- 9.54 Where a contract on the list referred to in section 9.51 does not allow for the GN to assume the GC's rights and obligations as contemplated by section 9.53, or a party to

- the contract does not provide consent required under the contract for such assumption to occur, the GC shall, in the Legislation referred to in section 3.7, make provision for such assumption to occur and for compensation to any party to the contract, other than the GN, for costs or losses, if any, arising from such assumption.
- 9.55 In the unanticipated event that there is new procurement concerning properties, assets, records and services that are the subject of this chapter, the GC and GN will provide reasonable support and assistance to Inuit firms to enable them to compete for the new contracts, in accordance with Article 24 of the Nunavut Agreement and, for the GN, the Nunavummi Nangminiqaqtunik Ikajuuti Regulations (also known as the NNI regulations).

#### Records

- 9.56 The GC and the GN shall develop a list of all Records under the control of the GC which are necessary for the GN to fulfill the responsibilities transferred to it pursuant to this Agreement and shall complete a preliminary list following the first anniversary of the Effective Date and complete a finalized list no later than one year prior to the Transfer Date.
- 9.57 Subject to applicable Legislation, the GC shall provide to the GN on or before the Transfer Date originals or copies of all Records on the finalized list referred to in section 9.56. Such Records shall be provided, in accordance with Federal policies and procedures, to the GN in an organized state sufficient to allow the GN to use the Records, as of the Transfer Date, for functions for which such Record is used by the GC immediately prior to the Transfer Date. The GC will maintain all records until the Transfer Date.
- 9.58 Upon request of the GN made with reasonable notice, the GC shall provide the GN with the original or a copy of a Record that has not been provided to the GN pursuant to section 9.57, where that Record is under the control of the GC and relates to the responsibilities transferred to the GN pursuant to this Agreement.
- 9.59 Notwithstanding section 9.57 or 9.58, where for any reason the original Record cannot be transferred or copied, the Record will be loaned subject to such terms as may be agreed upon by the GC and the GN.
- 9.60 Prior to the provision of Records to the GN, CIRNAC's Records retention and disposition schedules shall be applied.
- 9.61 Records provided to the GN pursuant to section 9.59 shall be under the custody and control of the GN and the *Access to Information and Protection of Privacy Act* (Nunavut) and related territorial Legislation will apply, as the case may be, to such Records.
- 9.62 Notwithstanding section 9.57, 9.58 or 9.59, prior to the provision of any Record to the GN, the GC may remove any information subject to solicitor-client privilege.
- 9.63 Notwithstanding section 9.57, 9.58 or 9.59, prior to the provision of any Record to the GN, the GC shall:

- (a) remove information containing confidences of the King's Privy Council;
- (b) subject to section 9.65, remove personal information as defined by the *Privacy Act* (Canada); and
- (c) subject to section 9.67, remove information received from a third party as defined by the *Access to Information Act* (Canada).
- 9.64 Where the information referred to in section 9.63 has been removed from a Record, the GC shall make a notation in that Record indicating that information has been removed and the ground pursuant to section 9.63 on which that information has been removed.
- 9.65 Where a Record provided to the GN pursuant to section 9.57, 9.58 or 9.59 contains personal information referred to in subsection 9.63(b) but that information is required for the continued fulfillment by the GN of the responsibilities transferred to it pursuant to this Agreement, the information shall not be removed from that Record.
- 9.66 The use by GN of the personal information referred to in section 9.65 shall be subject to the *Access to Information and Protection of Privacy Act* (Nunavut) and any applicable provisions of other territorial Legislation relating to the access to information or the protection of privacy.
- 9.67 Where a Record provided to the GN pursuant to section 9.57, 9.58 or 9.59 contains third party information referred to in subsection 9.63(c) but that information is required for the continued fulfillment by the GN of the responsibilities transferred to it pursuant to this Agreement, the information shall not be removed from that Record.
- 9.68 Where third party information referred to in subsection 9.63(c) is included in a Record provided to the GN pursuant to section 9.57, 9.58 or 9.59, the GN shall maintain any confidentiality under which this information was provided to the GC.
- 9.69 The GN shall determine in Consultation with the GC whether any amendment to its Legislation is necessary in order to comply with the obligations of the GN in respect of the maintenance of the confidentiality or privacy of information contained in Records provided to the GN pursuant to this Agreement. If such Legislation is determined to be necessary, the GN shall introduce and support as a government measure such Legislation.
- 9.70 Federal Legislation shall provide that:
  - (a) any Record provided to the GN pursuant to section 9.57, 9.58 or 9.59 that is subject to solicitor-client privilege immediately prior to the Transfer Date shall remain subject to solicitor-client privilege notwithstanding that the Record has been provided to the GN; and
  - (b) solicitor-client privilege attaching to any Record referred to in subsection 9.70(a) shall not be waived by the GN without the written consent of the Minister of Northern Affairs and, without limiting the generality of the foregoing, the GN shall not, without the written consent of the Minister of Northern Affairs:

- (i) use any Record referred to in subsection 9.70(a) in any court proceedings; or
- (ii) disclose any Record referred to in subsection 9.70(a) to anyone other than its employees and agents, subject to applicable law.

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#### CHAPTER 10 FINANCIAL MATTERS

### **One-Time Funding for Transitional Activities**

- 10.1 The GC agreed to provide the GN a total amount not to exceed \$67,250,000 in one-time funds for all one-time transitional activities including those listed in Appendix 9.
- 10.2 GC and the GN acknowledge that GC has provided, and the GN has received, \$6,000,000 of the total amount described in section 10.1.
- 10.3 In addition to the amount referred to in section 10.2, the GC shall provide to the GN the amount of \$61,250,000 in one-time funds for all one-time transitional activities including those listed in Appendix 9.
- 10.4 The \$61,250,000 funding referred to in section 10.3 shall be provided by the GC to the GN in the following manner:
  - (a) the GC and the GN shall enter into a funding agreement, with effect from April 1, 2024, pursuant to which the GC shall provide funding to the GN in the amount of \$20,400,000;
  - (b) the GC and the GN shall enter into a funding agreement, with effect from April 1, 2025, pursuant to which the GC shall provide funding to the GN in the amount of \$20,400,000; and
  - (c) the GC and the GN shall enter into a funding agreement, with effect from April 1, 2026, pursuant to which the GC shall provide funding to the GN in the amount of \$20,450,000.

### **GN One-Time Funding for Vacation Leave Credits**

10.5 On the Transfer Date or shortly thereafter when amounts are finalized, GC shall provide to the GN an amount equal to the dollar value of the aggregate vacation leave credited to Appointed Employees pursuant to section 8.54 and such amount shall be based on the GN Salaries of such Appointed Employees as at the Transfer Date.

### **NTI One-Time Funding for Transitional Activities**

- 10.6 The GC agreed to provide NTI a total amount not to exceed \$1,750,000 in one-time funds for all one-time transitional activities including those listed in Appendix 10.
- 10.7 GC and NTI acknowledge that GC has provided, and NTI has received, \$650,000 of the total amount described in section 10.6.
- 10.8 In addition to the amount referred to in section 10.7, the GC shall provide to NTI the amount of \$1,100,000 in one-time funds for all one-time transitional activities including those listed in Appendix 10.

- 10.9 The \$1,100,000 funding referred to in section 10.8 shall be provided by the GC to NTI in the following manner:
  - (a) the GC and NTI shall enter into a funding agreement, with effect from April 1, 2024, pursuant to which the GC shall provide funding to NTI in the amount of \$350,000;
  - (b) the GC and NTI shall enter into a funding agreement, with effect from April 1, 2025, pursuant to which the GC shall provide funding to NTI in the amount of \$375,000; and
  - (c) the GC and NTI shall enter into a funding agreement, with effect from April 1, 2026, pursuant to which the GC shall provide funding to NTI in the amount of \$375,000.

## **One-Time Human Resource Development Funding**

- 10.10 The GC agreed to provide the GN a total amount of \$15,000,000 to fund the human resources development activities of the Transitional Strategy between the date of approval of the Transitional Strategy and the Transfer Date.
- 10.11 GC and the GN acknowledge that GC has provided, and the GN has received, \$6,000,000 of the total amount described in section 10.10.
- 10.12 In addition to the amount referred to in section 10.11, the GC shall provide to the GN the amount of \$9,000,000 to fund the human resources development activities of the Transitional Strategy during the period between the Effective Date and the Transfer Date. The GC shall not be obligated to provide additional funding for the activities referred to in Chapter 7.
- 10.13 The \$9,000,000 funding referred to in section 10.12 shall be provided by the GC to the GN in the following manner:
  - (a) the GC and the GN shall enter into a funding agreement, with effect from April 1, 2024, pursuant to which the GC shall provide funding to the GN in the amount of \$3,000,000;
  - (b) the GC and the GN shall enter into a funding agreement, with effect from April 1, 2025, pursuant to which the GC shall provide funding to the GN in the amount of \$3,000,000; and
  - (c) the GC and the GN shall enter into a funding agreement, with effect from April 1, 2026, pursuant to which the GC shall provide funding to the GN in the amount of \$3,000,000.

#### **Funding Mechanism for GC Funding**

10.14 The funding to be provided by the GC pursuant to in sections 10.3, 10.8, and 10.12 shall be provided through funding agreements which are consistent with the GC's Policy on Transfer Payments.

## **Ongoing Funding for Human Resources Development**

10.15 Following the Transfer Date the GN shall make available annual funding in the amount of \$5,000,000 for the implementation of the Post-Devolution Strategy.

#### Ongoing Funding to the GN

10.16 The GC shall provide to the GN annual funding in the amount of \$85,800,000 by making an adjustment, on the Transfer Date, to the Gross Expenditure Base as determined under the Federal-Provincial Fiscal Arrangements Act and Federal-Provincial Fiscal Arrangements Regulations, 2007 or any successor program governing the financial arrangements between the GC and the GN.

#### **Ongoing Funding to NTI**

- 10.17 The GC shall provide to NTI annual funding in the amount of \$3,000,000.
- 10.18 NTI acknowledges that the on-going funding amount of \$3,000,000 referred to in section 10.17 includes the total amount the GC will fund NTI in respect of all of the costs of NTI arising from this Agreement following the Transfer Date, including any costs of NTI arising from Chapter 5 of this Agreement and the cost of NTI's participation on the ISMC.
- 10.19 Commencing on the first anniversary of the Transfer Date and annually thereafter the payments pursuant to section 10.17 shall be adjusted to reflect the change between FDDIPI determined for the period of the most recent quarter preceding the anniversary of the Transfer Date ("FDDIPIy-1") and FDDIPI determined for the period of the most recent quarter preceding the most recent previous anniversary of the Transfer Date ("FDDIPIy-2") in accordance with the following formula:

$$P_{v} = P_{v-1} \times (FDDIPI_{v-1}/FDDIPI_{v-2}),$$

where: P<sub>y</sub> is the payment for the current fiscal year; and

P<sub>y-1</sub> is the actual payment for the fiscal year previous to the current fiscal year.

10.20 If the GC adopts an annual escalator formula based on a different price index than FDDIPI for on-going funds provided to other Indigenous groups, to which an annual escalator formula based on FDDIPI currently applies, then the GC and NTI shall review the use of the FDDIPI price index in the escalator formula set out in section 10.19.

10.21 The funding to be provided by the GC pursuant to section 10.17 shall be provided through funding agreements which are consistent with the GC's Policy on Transfer Payments.

### **Other Funding**

- 10.22 Notwithstanding that the Nunavut Surface Rights Tribunal and the Nunavut Water Board shall be continued under territorial Legislation referred to in subsection 3.8(b), the GC shall continue to be responsible for providing funding to support the administration of the Nunavut Surface Rights Tribunal and the Nunavut Water Board. Unless the Parties agree otherwise, the GC shall provide such its share of funding for these bodies directly to the Nunavut Surface Rights Tribunal and the Nunavut Water Board in amounts and on such terms and conditions as are determined by implementation processes pursuant to the Nunavut Agreement, including any contract regarding such implementation made pursuant to the Nunavut Agreement. The Parties acknowledge that the on-going funding from the GC to the GN provided pursuant to section 10.16 includes the funding for the costs to the GN related to the administration of the territorial Legislation referred to in subsection 3.8(b). For greater certainty, nothing in this Agreement prevents the GN from providing additional funding to support these bodies.
- 10.23 The Parties acknowledge that the on-going funding from the GC to the GN provided pursuant to section 10.16 includes funding for operational responsibilities related to the Nunavut General Monitoring Plan Secretariat and for funding projects related to the Nunavut General Monitoring Plan. Any further funding from the GC in the relation to the Nunavut General Monitoring Plan shall be in amounts and on such terms and conditions as determined by implementation processes pursuant to the Nunavut Agreement. This may include any contract regarding such implementation made pursuant to the Nunavut Agreement or other implementation authorities. For greater certainty, nothing in this Agreement prevents the GN from allocating additional funding to supplement the funding provided by the GC pursuant to this Agreement or, from time to time, as determined by implementation processes pursuant to the Nunavut Agreement.

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## CHAPTER 11 NET FISCAL BENEFIT

- 11.1 Other than as set out in the provisions of this chapter, Resource Revenues shall not be included in the calculation of the Territorial Formula Financing Payment.
- 11.2 In respect of Resource Revenues derived in each fiscal year beginning on the Transfer Date, an amount equal to 100 percent of the Resource Revenue Subject to Offset shall be deducted from the GN's Territorial Formula Financing Payment.
- 11.3 For the purpose of section 11.2, Resource Revenue Subject to Offset in a fiscal year shall be equal to:
  - (a) the greater of:
    - (i) total Resource Revenues less \$9,000,000; and
    - (ii) zero dollars; or
  - (b) upon the election of GN, total Resource Revenues less the lesser of:
    - (i) 50 percent of Resource Revenues; or
    - (ii) five percent of the GN's Gross Expenditure Base used in the determination of the GN's Territorial Formula Financing Payment for the fiscal year to which the Resource Revenues are attributable.
- 11.4 The Minister of Finance of the GN may make the election referred to in subsection 11.3(b) by communicating it in writing to the Minister of Finance of the GC prior to December 1 of the fiscal year following the year in which the Resource Revenues in respect of which the election is made have been derived.
- 11.5 Once made, the election referred to in section 11.4 cannot be revoked and the calculation of Resource Revenue Subject to Offset in all subsequent years shall be done pursuant to subsection 11.3(b).
- 11.6 The GN shall be responsible for making Settlement and Land Claims Agreement Payments.
- 11.7 The GN shall provide the Minister of Finance of the GC with an assessment of the amount of Resource Revenues derived in each fiscal year on or before December 1 of the following fiscal year.
- 11.8 Sections 11.2 and 11.3 may be amended with the written consent of the GC and the GN.
- 11.9 The GN shall Consult with NTI with respect to any proposed amendment of sections 11.2 and 11.3.
- 11.10 The GC and the GN shall conduct a review of sections 11.2 and 11.3:

- (a) in the fifth year following the Transfer Date and at five year intervals thereafter; or
- (b) at any other time as may be agreed by the GC and the GN.
- 11.11 The purpose of the review referred to in section 11.10 is to ensure that the Net Fiscal Benefit:
  - (a) remains consistent with the principles of Territorial Formula Financing Payments;
  - (b) corresponds to the benefits received by resource-producing provincial jurisdictions under the provincial equalization program; and
  - (c) continues to provide an additional incentive for the GN to develop natural resources.
- 11.12 The GC and the GN shall make best efforts to complete a review referred to in section 11.10 within six months from the beginning of the review.
- 11.13 Unless otherwise agreed by the GC and the GN, any adjustment arising from a review referred to in section 11.10 shall take effect on April 1 of the fiscal year immediately following the review.
- 11.14 Notwithstanding section 11.13, if, despite making best efforts, the GC and the GN are unable to complete the review within the six month period referred to in section 11.12, the GC and the GN shall as part of the review determine the implementation date of any adjustment arising from the review.

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## CHAPTER 12 IMPLEMENTATION MATTERS

- 12.1 The Implementation Planning Committee shall be established in accordance with the provisions of the Implementation Planning Committee Terms of Reference ("Implementation Planning Committee Terms of Reference") which is attached as Appendix 14.
- 12.2 The Implementation Planning Committee shall develop an Implementation Plan according to the requirements set out in the Implementation Planning Committee Terms of Reference.
- 12.3 Each Party shall appoint a representative who will collectively form an Implementation Representatives Table.
- 12.4 The Implementation Representatives Table shall be responsible for addressing matters arising from the Implementation Plan and from implementation of this Agreement.
- 12.5 The Implementation Planning Committee shall report to the Implementation Representatives Table.
- 12.6 Neither the Implementation Planning Committee Terms of Reference nor the Implementation Plan form part of this Agreement and neither creates legal obligations binding on the Parties.

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## CHAPTER 13 DISPUTE RESOLUTION

#### Identification of Issues

- 13.1 In this chapter:
  - (a) "**Dispute**" means a dispute among the Parties, or between any two of the Parties, in respect of the interpretation, application or implementation of:
    - (i) the body of this Agreement;
    - (ii) any Appendix listed under section 1.9 of this Agreement; or
    - (iii) a dispute referred for resolution by a Party pursuant to section 6.1 of the Implementation Planning Committee Terms of Reference;

but excludes any dispute already subject to a dispute resolution process set out in this Agreement.

- (b) "Party" means a party to a Dispute and "Parties" means all parties to a Dispute.
- 13.2 Unless the Parties otherwise agree, any Dispute under this Agreement to which Article 38 of the Nunavut Agreement applies shall be determined under the dispute resolution procedures set out in Article 38 of the Nunavut Agreement.
- 13.3 Before invoking a court process to resolve a Dispute, the Parties will attempt to resolve the Dispute through the process set out in sections 13.4 to 13.14.

#### **Notice and Discussion**

- 13.4 If a Dispute arises the Parties shall first attempt to resolve the Dispute through discussion.
- 13.5 A Party may within thirty days of the Dispute arising give written notice to Parties, and any party to this Agreement that is not a Party, describing the details of the Dispute and any requested or proposed remedy or resolution.
- 13.6 Within thirty days of the giving of notice under section 13.5, the Parties will meet to attempt in good faith to negotiate a resolution of the Dispute.
- 13.7 If the Dispute has not been resolved thirty days from the date of the first meeting between the Parties, or such other time as the Parties may determine, either Party may refer the matter to mediation to attempt resolution of the Dispute.

#### Mediation

13.8 The Parties will agree on the appointment of a mediator for the Dispute.

- 13.9 If the Parties are unable to agree to a mediator within fifteen days of the referral of the Dispute to mediation, the mediator will be selected by the ADR Institute of Canada or a similar body agreeable to the Parties from a list comprised of at most two candidates put forward by each Party.
- 13.10 The place of mediation will be Nunavut, or if Parties agree, may be held at an alternative location or through electronic forms of meeting, including conference calls and videoconferences.
- 13.11 Unless otherwise agreed by the Parties, the mediation will be concluded within thirty days from its commencement.
- 13.12 Any agreement reached through mediation will be recorded in writing and signed by each Party.
- 13.13 In the event that no agreement is reached or an agreement is reached on some matters only, the mediator will provide a report to the Parties stating that no agreement was reached on some or all of the disagreement.
- 13.14 Unless otherwise agreed the Parties will each bear their own costs and pay equally all other costs of the mediation.

#### General

- 13.15 The Parties may at any time resolve a Dispute by mutual agreement. Such agreement will be recorded in writing and signed by each Party. The signed agreement will terminate any dispute resolution process that is underway.
- 13.16 All information exchanged by the Parties under the Dispute resolution process provided for in this chapter which is not otherwise discoverable will be regarded as "without prejudice" communications for the purposes of dispute resolution negotiations and must be treated as confidential by the Parties unless otherwise required by law.
- 13.17 The Parties may be represented by legal counsel for the purposes of a Dispute.

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## NUNAVUT LANDS AND RESOURCES DEVOLUTION AGREEMENT

Agreement signed on January 18, 2024, In Iqaluit, Nunavut by

FOR THE GOVERNMENT OF CANADA	
Hon. Dan Vandal Minister of Northern Affairs	Witness
FOR THE GOVERNMENT OF NUNAVUT	
Hon. P.J. Akeeagok Premier	Witness
FOR NUNAVUT TUNNGAVIK INCORPORATED	
Aluki Kotierk President, Nunavut Tunngavik Incorporated	Witness

## APPENDIX 1 CONTACTS FOR NOTICES AND COMMUNICATIONS

## I. Contacts Designated Pursuant to Section 2.25:

For the GC:

Title: Director General

Northern Governance Branch Northern Affairs Organization Crown-Indigenous Relations and Northern Affairs Canada

Address for Delivery: 25 EDDY Street, Gatineau, Quebec K1A 0H4

**Email Address:** 

transfertdesresponsabilitesaununavut-nunavutdevolution@rcaanc-cirnac.gc.ca

For the GN: Erika Zell

Title: Assistant Deputy Minister

Intergovernmental Relations

Department of Executive and Intergovernmental Affairs

Government of Nunavut

Address for Delivery of Notice:

PO Box 1000 Station 200 Iqaluit, NU X0A 0H0

Email Address: ezell1@gov.nu.ca

For NTI: Kilikvak Karen Kabloona

Title: Chief Executive Officer

Nunavut Tunngavik Inc.

Address for Delivery of Notice:

PO Box 638 Iqaluit, NU X0A 0H0

Email Address: KKabloona@tunngavik.com



#### II. Contacts Designated Pursuant to Section 6.36:

For the GC:

Title: Senior Director

Northern Contaminates Sites Program

Northern Affairs Organization Crown-Indigenous Relations and Northern Affairs Canada

Address for Delivery: 25 EDDY Street, Gatineau, Quebec K1A 0H4

Email Address: ncsp@rcaanc-cirnac.gc.ca;

AND TO:

Title: Director

Contaminates Sites Program - Nunavut Region

Northern Affairs Organization Crown-Indigenous Relations and Northern Affairs Canada

Address for Delivery: P.O. Box 100

Iqaluit, NU X0A 0H0

Email Address: pscnu-cspnu@rcaanc-cirnac.gc.ca

For the GN: Naomi Pudluk

Title: Assistant Deputy Minister Environment

Department of Environment Government of Nunavut

Address for Delivery of Notice:

PO Box 1000 Station 200 Iqaluit, NU X0A 0H0

Email Address: npudluk@gov.nu.ca

For NTI: Kilikvak Karen Kabloona

Title: Chief Executive Officer

Nunavut Tunngavik Inc.

Address for Delivery of Notice:

PO Box 638

Iqaluit, NU X0A 0H0

Email Address: KKabloona@tunngavik.com

## APPENDIX 2 LIST OF GOVERNMENT OBLIGATIONS

(This placeholder will be replaced when the Appendix is developed pursuant to section 2.34 of the Devolution Agreement)



# Appendix 3 INVENTORY OF EXCLUSIONS FROM TRANSFER OF ADMINISTRATION AND CONTROL (Devolution Agreement Section 3.23)

#### CROWN INDIGENOUS RELATIONS AND NORTHERN AFFAIRS CANADA

	Name of Department	Community/ Area	Region	Latitude/Longitude	Residential Address	NTS	Lot#	CLSR	LTO#	Purpose/Use
1	CIRNAC	Akpatok Island	Baffin			25C				Remediation
2	CIRNAC	Iqaluit	Baffin		474 Paunna Road	025N	2	105815	4609	Staff house
3	CIRNAC	Iqaluit	Baffin		2100 Niaqungusiariaq	025N	3	105815	4609	Daycare
4	CIRNAC	Iqaluit 7 - Upper Base	Baffin			25N	6	58312	1221	Impacted Site
5	CIRNAC	BAF-5 Resolution Island	Baffin			25H				Impacted Site
6	CIRNAC	Cape Christian	Baffin			25N				Remediation- landfill
7	CIRNAC	Iqaluit	Baffin		424 Atungauyait	25N	712	69630	1707	Residence
8	CIRNAC	Iqaluit	Baffin		426 Atungauyait	25N	713	69630	1707	Residence
9	CIRNAC	Iqaluit	Baffin		918 Nunavut Drive	25N	531	58884	911	Office, Exclusion is for Building Only, Lot Owned by GN
10	CIRNAC	Ekalugad Fiord	Baffin		Y 7	27B				Remediation- landfill
11	CIRNAC	South Twin Island	Baffin			33E				Land Transfer
12	CIRNAC	Grey Goose Island	Baffin			33E				Land Transfer
13	CIRNAC	FOX-B Nadluardjuk	Baffin			37A				Impacted Site
14	CIRNAC	FOX-A Bray Island	Baffin			37C				Impacted Site
15	CIRNAC	Guy's Bight	Baffin			36B				Impacted Site
16	CIRNAC	Bear Island	Baffin			431				Land Transfer
17	CIRNAC	Coral Harbour (Salliq)	Kivalliq			460				Impacted Site
18	CIRNAC	Sarcpa Lake	Baffin			047A				Remediation- landfill
19	CIRNAC	Sarcpa Lake	Baffin			047A				Remediation- landfill
20	CIRNAC	Nanisivik 2	Baffin			48A				Impacted Site
21	CIRNAC	Romulus - Panarctic C-42 Well Site	Baffin			49G				Impacted Site

Name of	f Department	Community/ Area	Region	Latitude/Longitude	Residential Address	NTS	Lot#	CLSR	LTO#	Purpose/Use
2 CIRNAC		Gemini - Panarctic E-10 Well Site	Baffin			49G				Impacted Site
3 CIRNAC		Roche Bay	Baffin			047D				Remediation
4 CIRNAC		Hyde Lake	Kivalliq			055D				Outfitting and Hunting Camp
5 CIRNAC		Chantry Inlet	Kivalliq			056L				Land Transfer
6 CIRNAC		CAM-E Keith Bay	Baffin			57A				Impacted Site
7 CIRNAC		Simpson Lake	Kitikmeot			057A				Remediation- landfill
8 CIRNAC		Baralzon Lake	Kivalliq			65B				Outfitting and Hunting Camp
9 CIRNAC		Hearne Bay, Nueltin Lake	Kivalliq			65B				Commercial, Fishing Lodge
0 CIRNAC		Nueltin Lake	Kivalliq			65B				Commercial, Fishing Lodge
1 CIRNAC		Nueltin Lake	Kivalliq			65B				Commercial, Sportfishing Lodge
2 CIRNAC		Smith Bay, Nueltin Lake	Kivalliq			65B				Commercial, Fishing Lodge
3 CIRNAC		Thlewiaza River	Kivalliq			65B				Commercial, Outfitting Lodge
4 CIRNAC		Kiyuk Lake	Kivalliq			65C				Mineral Exploration
S5 CIRNAC		Ennadai Lake	Kivalliq			65C				Mineral Exploration
6 CIRNAC		Ennadai Lake	Kivalliq			65C				Commercial, Outfitting Lodge
7 CIRNAC		Ennadai Lake	Kivalliq			65C				Airstrip
8 CIRNAC		Ennadai Lake	Kivalliq			65C				Seasonal Recreational Camp
9 CIRNAC		Ennadai Lake	Kivalliq			65F				Impacted Site
10 CIRNAC		Pelly Lake	Kivalliq			66K				Impacted Site
I1 CIRNAC		CAM-B Hat Island	Kitikmeot			67B				Impacted Site
2 CIRNAC		Char Lake	Kitikmeot			067C				Land Transfer
CIRNAC		Bathurst Island - Playfair Point	Baffin			68G				Impacted Site
14 CIRNAC		Bathurst Island - N-12 Allison R	Baffin			68H				Impacted Site
5 CIRNAC		Bathurst Island - J-34 Bathurst Caledonia	Baffin			68H				Impacted Site
6 CIRNAC		Bathurst Island	Baffin			69A				Land Withdrawal

	Name of Department	Community/ Area	Region	Latitude/Longitude	Residential Address	NTS	Lot#	CLSR	LTO#	Purpose/Use
47	CIRNAC	Pioneer Island Devon Island	Baffin			69A				Impacted Site
48	CIRNAC	Thor Island	Kitikmeot			69F				Impacted Site
49	CIRNAC	Kristoffer Bay - Ringnes Island	Baffin			69F				Impacted Site
50	CIRNAC	Victoria Island Area #15	Kitikmeot			76E				Impacted Site
51	CIRNAC	Decca Site, Stephannson Island	Baffin			76E				Impacted Site
52	CIRNAC	Booth Camp	Kitikmeot			76K				Impacted Site
53	CIRNAC	South Somerset Is. (Fort Ross)	Kitikmeot			58B				Impacted Site
54	CIRNAC	Jericho Property	Kitikmeot			076L				Protected Area - Remediation – Exclusion: Including Mines and Minerals
55	CIRNAC	Coppermine Area	Kitikmeot			76L				Impacted Site
56	CIRNAC	Roberts Bay	Kitikmeot			077A				Remediation
57	CIRNAC	Sherwood mining	Kitikmeot			77A				Impacted Site
58	CIRNAC	Victoria Island Area #16	Kitikmeot			77D				Impacted Site
59	CIRNAC	Merkely Lake	Kitikmeot			077D				Land Transfer
60	CIRNAC	Rea Point (1)	Kitikmeot			78H				Impacted Site
61	CIRNAC	Little Point	Baffin			78H				Impacted Site
62	CIRNAC	Bathurst Island - Bent Horn (Cameron Island)	Baffin		) ′	79A				Impacted Site
63	CIRNAC	Ross Point	Kitikmeot			077B				Remediation- landfill
64	CIRNAC	Cambridge Bay	Kitikmeot			077D	1	102525	4452	CHARS
65	CIRNAC	Lougheed Island (L1)	Baffin			79D				Impacted Site
66	CIRNAC	Lougheed Island - Cape Ahnighito	Baffin			79D				Impacted Site
67	CIRNAC	Stupart Island	Baffin			79D				Impacted Site
68	CIRNAC	High Arctic - Dale Payne	Baffin			79D				Impacted Site
69	CIRNAC	Lougheed Island - Skybattle Bay	Baffin			79D				Impacted Site

	Name of Department	Community/ Area	Region	Latitude/Longitude	Residential Address	NTS	Lot#	CLSR	LTO#	Purpose/Use
70	CIRNAC	Cape Isachsen, Ellef Ringnes Island	Baffin			79H				Impacted Site
71	CIRNAC	Drake Point	Kitikmeot			86M				Impacted Site
72	CIRNAC	Coppermine/Kendall River	Kitikmeot			86N				Impacted Site
73	CIRNAC	Coppermine/Tahiapik River	Kitikmeot			86N				Impacted Site
74	CIRNAC	Coppermine/Impact Lake	Kitikmeot			86N				Impacted Site
75	CIRNAC	Angimayok	Kitikmeot			86N				Impacted Site
76	CIRNAC	Parry Bay	Kitikmeot			86N				Impacted Site
77	CIRNAC	Bathurst Inlet Area #01	Kitikmeot			86N				Impacted Site
78	CIRNAC	Asiak River	Kitikmeot			860				Impacted Site
79	CIRNAC	Coppermine Area	Kitikmeot			860				Impacted Site
80	CIRNAC	Speers Lake	Kitikmeot			87A				Impacted Site
81	CIRNAC	Cape Krusenstern	Kitikmeot			87A				Impacted Site
82	CIRNAC	PIN-C Bernard Harbour	Kitikmeot			87A				Impacted Site
83	CIRNAC	Low Lake	Kitikmeot			87C				Impacted Site
84	CIRNAC	Coast of Admudsen Gulf	Kitikmeot		V	087C				Remediation
85	CIRNAC	Read Island	Kitikmeot			087D	1000	88934		Land Transfer
86	CIRNAC	Hans Island	Baffin			120B				Land Withdrawal
87	CIRNAC	Lincoln Bay	Baffin			120E				Impacted Site
88	CIRNAC	Akimiski Island	Hudson Bay	53°02' N, 81°15' W		43A,H				Exclusion for the portion of Akimiski Island not covered by ECCC 4 associated with the Akimiski Island MBS. Exclusion: Including Mines and Minerals

#### PART 2: Land Claim Exclusions as per AIP 5.23

	Name of Department	Area/Instrument	Latitude/Longitude	Description
89	CIRNAC	Kivalliq Area - Order in Council	P.C. 2019-576	Pursuant to AIP s.5.23 (a): the lands described in Order in Council P.C. 2019-576 (Withdrawal of Land from Disposal of Certain Tracts of Territorial Lands in Nunavut (Kivalliq area) Order), relating to the negotiation of the settlement of Aboriginal land claims of the Ghotelnene K'odtįneh Dene and the Athabasca Denesuline.  Exclusion: Including Mines and Minerals
90	CIRNAC	Ghotelnene K'odtineh Denesul Atlas	line Benene Map	Pursuant to AIP s.5.23 (b)(i): land parcels identified for selection by the Ghotelnene K'odtįneh Dene and shown in the Ghotelnene K'odtįneh Denesuline Benene Map Atlas, relating to the negotiation of the settlement of Aboriginal land claims of the Ghotelnene K'odtįneh Dene and the Athabasca Denesuline.  Exclusion: Including Mines and Minerals
91	CIRNAC	Nuhetsíekwi Benéné Map Atlas		Pursuant to AIP s.5.23 (b)(ii): land parcels identified for selection by Athabasca Denesuline and shown in the Nuhetsíekwi Benéné Map Atlas, relating to the negotiation of the settlement of Aborigional land claims of the Ghotelnene K'odtįneh Dene and the Athabasca Denesuline.  Exclusion: Including Mines and Minerals
92	CIRNAC	Inuit Lands Map Atlas		Pursuant to AIP s.5.23 (b)(iii): land parcels identified for selection by NTI and shown in the Inuit Lands Map Atlas, relating to the negotiation of the settlement of Aboriginal land claims of the Ghotelnene K'odtineh Dene and the Athabasca Denesuline.  Exclusion: Including Mines and Minerals
93	CIRNAC	Nuna Néné Lands Map Atlas		Pursuant to AIP s.5.23 (b)(iv): land parcels identified for selection by Ghotelnene K'odtineh Dene and NTI and shown in the Nuna Néné Lands Map Atlas, relating to the negotiation of the settlement of Aboriginal land claims of the Ghotelnene K'odtineh Dene and the Athabasca Denesuline.  Exclusion: Including Mines and Minerals
94	CIRNAC	Nih Ahtla bedta ghodtih Map Atlas		Pursuant to AIP s.5.23 (b)(v): land parcels identified for selection by Athabasca Denesuline and Ghotelnene K'odtįneh Dene and shown in the Nih Ahtla bedta ghodtih Map Atlas, relating to the negotiation of the settlement of Aboriginal land claims of the Ghotelnene K'odtįneh Dene and the Athabasca Denesuline.  Exclusion: Including Mines and Minerals

CANADA POST											
Name of Department	Community/ Area	Region	Latitude/Longitude	Residential Address	NTS	Lot#	CLSR	LTO#	Purpose/Use		
1 Canada Post	Cambridge Bay	Kitikmeot				3	43427	208	Office		

CAN	ADIAN BROADCASTING CORPORATION													
	Name of Department	Community/ Area	Region	Latitude/Longitude	Residential Address	NTS	Lot #	CLSR	LTO#	Purpose/Use				
1	Canada Brodcasting Corporation	Baker Lake	Kivalliq				1000	65088	1269	Communications				
2	Canada Brodcasting Corporation	Igloolik	Baffin				216	69040	1633	Communications				
3	Canada Brodcasting Corporation	Gjoa Haven	Kitikmeot				299	67442	1419	Communications				

CAN	NADIAN SPACE AGENCY									
	Name of Department	Community/ Area	Region	Latitude/Longitude	Residential Address	NTS	Lot #	CLSR	LTO#	Purpose/Use
1	Canadian Space Agency	Rankin Inlet	Kivalliq			055K16	1002	68904	1600	Auroral Research Station
2	Canadian Space Agency	Arviat	Kivalliq				1001	68903	1599	Research and Technological Development

	DEPARTMENT OF NATIONAL DEFENCE											
	Name of Department	Community/ Area	Region	Latitude/Longitude	Site Abbreveation	NTS	Lot #	CLSR	LTO#	Purpose/Use		
1	Department of National Defence	Cape Mercy Parcel A	Baffin		NWS BAF-2	016D13	1000	108362	4736	Radar site		

	DEPARTMENT OF NATION	NAL DEFENCE								
	Name of Department	Community/ Area	Region I	_atitude/Longitude	Site Abbreveation	NTS	Lot #	CLSR	LTO#	Purpose/Use
2	Department of National Defence	Cape Mercy Parcel B	Baffin		NWS BAF-2	016D13	1001	108362	4736	Beachhead
3	Department of National Defence	Cape Mercy Parcel C	Baffin		NWS BAF-2	016D13	1002	18362	4736	Waterlot
4	Department of National Defence	Cape Mercy Parcel D	Baffin		NWS BAF-2	016D1	1003	108362	4736	Road
5	Department of National Defence	Cape Dyer Main	Baffin		NWS DYE-M	016K11	1000	95540	3930	Radar Station
5	Department of National Defence	Boughton Island	Baffin		NWS FOX-5	016M12				Military
7	Department of National Defence	Broughton Island	Baffin		NWS FOX 5	016M12				Environmental
8	Department of National Defence	Broughton Island Parcel A	Baffin	(	NWS FOX-5	016M12				Radar site
9	Department of National Defence	Resolution Island Parcel A	Baffin		NWS BAF-5	025H10	1000	96130	4121	Radar site
10	Department of National Defence	Resolution Island Parcel B	Baffin		NWS BAF-5	025H10	1004, 1005	96130	4121	Beachhead
l1	Department of National Defence	Resolution Island Parcel C	Baffin		NWS BAF-5	025H10	10006	96130	4121	Waterlot
12	Department of National Defence	Resolution Island, Parcel E & F	Baffin		NWS BAF-5	025H10	1001, 1003	96130	4121	Military, road
13	Department of National Defence	Resolution Island Parcel D	Baffin		NWS VAF-5	025H10	1002	96130	4121	Runway
14	Department of National Defence	Loks Land Parcel B	Baffin	1	NWS BAF-4A	025110	1001	99172	4176	Beachhead
15	Department of National Defence	Loks Land Parcel D	Baffin		NWS-BAF 4A	025107	1003	99172	4176	Military, road

	Name of Department	Community/ Area	Region	Latitude/Longitude	Site Abbreveation	NTS	Lot #	CLSR	LTO#	Purpose/Use
.6	Department of National Defence	Loks Land Parcel A	Baffin		NWS BAF-4A	025110	1000	99172	4176	Radar site
.7	Department of National Defence	Loks Land Parcel C	Baffin		NWS BAF-4A	025110	1002	99172	4176	Waterlot
18	Department of National Defence	Iqaluit	Baffin			025N	980	100479	4331	Communications
19	Department of National Defence	Iqaluit	Baffin		BLOS RX Site, Pinetree Site	025N				
20	Department of National Defence	Cape Hooper	Baffin		NWS FOX-4	025P06	1001	94177	3794	Road, Parcel E
21	Department of National Defence	Brevoort Island Parcel B	Baffin		NWS BAF-3	025P08	1001	95426	3911	Beachhead
22	Department of National Defence	Brevoort Island Parcel C	Baffin		NWS BAF-3	025P08	1002	95426	3911	Waterlot
23	Department of National Defence	Brevoort Island Parcel D	Baffin		NWS BAF-3	025P08	1003	95426	3911	Runway
24	Department of National Defence	Brevoort Island Parcel E & G	Baffin		NWS BAF-3	025P08	1004, 1006, 1007	95426	3911	Road; water transfer line
25	Department of National Defence	Brevoort Island Parcel F	Baffin		NWS BAF-3	025P08	1005	95426	3911	Fuel transfer line
26	Department of National Defence	Brevoort Island Parcel A	Baffin		NWS BAF-3	025P08	1000	95426	3911	Radar site
27	Department of National Defence	Cape Hooper Parcel A	Baffin		NWS FOX-4	027A06	1000	94177	3794	Radar site
:8	Department of National Defence	Cape Hooper Parcel B	Baffin	>	NWS FOX-4	027A06	1002	94177	3794	Runway
9	Department of National Defence	Cape Hooper Parcel C	Baffin		NWS FOX-4	027A06	1003, 1004, 1005	94177	3794	Beachhead

	DEPARTMENT OF NATION	NAL DEFENCE								
	Name of Department	Community/ Area	Region	Latitude/Longitude	Site Abbreveation	NTS	Lot #	CLSR	LTO#	Purpose/Use
30	Department of National Defence	Cape Hooper Parcel D	Baffin		NWS FOX-4	027A06	1006	94177	3794	Waterlot
31	Department of National Defence	Cape Hooper Parcel E	Baffin		NWS FOX-4	027A06	1001	94177	3794	Military, Road
2	Department of National Defence	Kangok Fiord Parcel B	Baffin		FOX-CA	027B09	1000	95169	3909	Beachhead
33	Department of National Defence	Kangok Fiord Parcel C	Baffin		FOX-CA	027B09	1001	95169	3909	Waterlot
34	Department of National Defence	Kangok Fiord Parcel A	Baffin		FOX-CA	027B10	1000	95169	3909	Radar site
35	Department of National Defence	Kangok Fiord Parcel D	Baffin		NWS FOX-CA	027B10				
36	Department of National Defence	Dewar Lakes Fox 3	Baffin		NWS FOX-3	027B10	1000	92790	3766	Military
37	Department of National Defence	Nadluardjuk Lake Parcel A	Baffin		NWS FOX-B	037A10	1000	93257	3745	Radar site
88	Department of National Defence	Nadluardjuk Lake Parcel B	Baffin		NWS FOX-B	037A10	1002	93257	3745	Runway
39	Department of National Defence	Nadluardjuk Lake	Baffin		NWS FOX-B	037A10	1003	94326	3787	
Ю	Department of National Defence	Longstaff Bluff Parcel A	Baffin		NWS FOX-2	037A10	1000	93258	3756	Radar site
<b>1</b> 1	Department of National Defence	Longstaff Bluff Parcel B	Baffin		NWS FOX-2	037A10	1002	93258	3756	Beachhead
12	Department of National Defence	Longstaff Bluff Parcel C	Baffin		NWS FOX-2	037A10	1003	93258	3756	Waterlot
13	Department of National Defence	Longstaff Bluff Parcel D	Baffin		NWS FOX-2	037A10	1003	93258	3756	Runway

	Name of Department	Community/ Area	Region Latitude/Longitude	Site Abbreveation	NTS	Lot #	CLSR	LTO#	Purpose/Use
14	Department of National Defence	Longstaff Bluff	Baffin	DEW FOX-2	037A13				Environmental
5	Department of National Defence	Longstaff Bluff Parcel E	Baffin	NWS FOX-2	037A13	1001	93258	3756	Road
6	Department of National Defence	Bray Island Parcel A	Baffin	NWS FOX-A	037C02	1000, 1001	94495	3798	Radar site
17	Department of National Defence	Bray Island Parcel B	Baffin	NWS FOX-A	037C02	1001	94495	3798	Beachhead
18	Department of National Defence	Bray Island Parcel C	Baffin	NWS FOX-A	037C02	1002	94495	3798	Waterlot
19	Department of National Defence	Bray Island Parcel D	Baffin	NWS FOX-A	037C02	1003	94495	3798	Runway
0	Department of National Defence	Bray Island Parcel E & F	Baffin	NWS FOX-A	037C02/07	1000, 1002	94495	3798	Road
1	Department of National Defence	Rowley Island Parcel A	Baffin	NWS FOX-1	037C04	1002, 1003	94496	3790	Radar site
2	Department of National Defence	Rowley Island Parcel B	Baffin	NWS FOX-1	037C04	1005	94496	3790	Beachhead
3	Department of National Defence	Rowley Island Parcel C	Baffin	NWS FOX-1	037C04	1004	94496	3790	Waterlot
4	Department of National Defence	Rowley Island Parcel D	Baffin	NWS FOX-1	037C04	1000	94496	3790	Runway
5	Department of National Defence	Rowley Island Parcel E	Baffin	NWS FOX-1	037C04	1001	94496	3790	Road
6	Department of National Defence	Rowley Island	Baffin	NWS FOX-1	037C04	1007	100490	4332	Beachhead
7	Department of National Defence	Rowley Island	Baffin	NWS FOX-1	037C04	1008	100490	4332	Waterlot

	DEPARTMENT OF NATION	NAL DEFENCE								
	Name of Department	Community/ Area	Region	Latitude/Longitude	Site Abbreveation	NTS	Lot#	CLSR	LTO#	Purpose/Use
58	Department of National Defence	Hall Beach Fox Main	Baffin		NWS FOX-M	047A15	1001	81112	3174	Radar station
59	Department of National Defence	Hall Beach	Baffin		NWS FOX-M	047A15	1002	81112	3174	Waterlot
50	Department of National Defence	Lailor River Parcel A	Baffin		NWS CAM-FA	047B04	1000	95605	3747	Radar site
51	Department of National Defence	Mackar Inlet CAM 5	Baffin		DEW CAM-5	047B07				Environmental
52	Department of National Defence	Cape Mcloughlin Parcel A	Baffin		NWS CAM-5	047B10	1000, 1001	95544	3934	Radar site
53	Department of National Defence	Cape Mcloughlin Parcel C	Baffin		NWS CAM-5A	047B10	1002, 1004	95544	3934	Road
64	Department of National Defence	Cape Mcloughlin Parcel B & G	Baffin		NWS CAM-5	047B10	1003	95544	3934	Runway
55	Department of National Defence	Cap Mcloughlin	Baffin		NWS CAM-5	047B10	1005	95544	3934	
56	Department of National Defence	Lailor River Parcel B	Baffin		NWS CAM-FA	047D04	1001	95605	3940	Road
67	Department of National Defence	Nanisivik	Baffin		NNF	048D	1004	106925	4656	
68	Department of National Defence	Nanisivik	Baffin		NNF	048D	1005	106925	4656	
69	Department of National Defence	Rankin Inlet	Kivalliq		NORAD FOL	055K16	1003	73854	2222	
70	Department of National Defence	Rankin Inlet	Kivalliq		NORAD FOL	055K16	1004	73854	2222	
71	Department of National Defence	Pelly Bay Parcel A	Baffin		NWS CAM-4	057A07	1000	93259	3747	Radar site

	DEPARTMENT OF NATION	NAL DEFENCE								
	Name of Department	Community/ Area	Region	Latitude/Longitude	Site Abbreveation	NTS	Lot #	CLSR	LTO#	Purpose/Use
72	Department of National Defence	Pelly Bay Parcel B	Baffin		NWS CAM-4	057A07	1002	93259	3747	Runway
73	Department of National Defence	Pelly Bay Parcel C	Kitikmeot		NWS CAM-4	057A07	1001	93259	3747	Road
4	Department of National Defence	Simpson Lake Parcel A	Baffin		NWS CAM-D	057A12	1000, 1003	95606	3941	Radar site
75	Department of National Defence	Simpson Lake Parcel B	Baffin		NWS CAM-D	057A12	1002	95606	3941	Runway
76	Department of National Defence	Simpson Lake Parcel C	Kitikmeot		NWS CAM-D	057A12	1001	95606	3941	Road
77	Department of National Defence	Gjoa Haven	Kitikmeot		NWS CAM-CB	057B12	1001	74377	2268	
78	Department of National Defence	Gjoa Haven	Kitikmeot	(	NWS CAM-CB	057B12	1000	69250	1662	
79	Department of National Defence	Shepherd Bay, CAM-3	Kitikmeot		NWS CAM-3	057B15	1000	95545	3935	Radar Station
30	Department of National Defence	Shepherd Bay, CAM-3	Kitikmeot		NWS CAM-3	057B15	1001	106754	4674	
31	Department of National Defence	Gascoyne Inlet	Kitikmeot		DRDC	057E12001	1000	107629	4700	Military
32	Department of National Defence	Resolute Bay	Baffin		CAFATC, Crystal City	058F14	1007	107599	4697	Military, residential
33	Department of National Defence	Gladman Point Parcel E	Kitikmeot		NWS CAM-2	067A10	1005	94824	3795	Fuel transfer line
34	Department of National Defence	Gladman Point Parcel A	Kitikmeot		NWS CAM-2	067A10	1000	94824	3795	Radar site
35	Department of National Defence	Gladman Point Parcel B	Kitikmeot		NWS CAM-2	067A10	1003	94824	3795	Beachhead

	Name of Department	Community/ Area	Region	Latitude/Longitude	Site Abbreveation	NTS	Lot #	CLSR	LTO#	Purpose/Use
5	Department of National Defence	Gladman Point Parcel C	Kitikmeot		NWS CAM-2	067A10	1004	94824	3795	Waterlot
7	Department of National Defence	Gladman Point Parcel D	Kitikmeot		NWS CAM-2	067A10	1001	94824	3795	Road
8	Department of National Defence	Gladman Point Parcel F	Kitikmeot		NWS CAM-2	067A10	1002	94824	3795	Runway
9	Department of National Defence	Gladman Point Parcel G	Kitikmeot		NWS CAM-2	067A10	1005	94824	3795	Apron
90	Department of National Defence	Hat Island Parcel B	Kitikmeot		NWS CAM-B	067B08	1003	94497	3797	Beachhead
91	Department of National Defence	Hat Island Parcel A	Kitikmeot		NWS CAM-B	067B08	1006	94497	3797	Radar site
92	Department of National Defence	Hat Island Parcel C	Kitikmeot		NWS CAM-B	067B08	1004	94497	3797	Waterlot
93	Department of National Defence	Hat Island Parcel D	Kitikmeot		NWS CAM-B	067B08	1001	94497	3797	Road
94	Department of National Defence	Hat Island Parcel E	Kitikmeot		NWS CAM-B	067B08	1005	94497	3797	Fuel transfer line
95	Department of National Defence	Hat Island Parcel F	Kitikmeot		NWS CAM-B	067B08	1002	94497	3797	Runway
96	Department of National Defence	Jenny Lind Island Cam 1	Kitikmeot		DEW CAM-1	067B10				Environmental
97	Department of National Defence	Jenny Lind Island Parcel A	Kitikmeot		NWS CAM-1A	067B10	1000	94498	3796	Radar site
8	Department of National Defence	Jenny Lind Island Parcel B	Kitikmeot		NWS CAM-1A	067B10	1003	94498	3796	Beachhead
9	Department of National Defence	Jenny Lind Island Parcel C	Kitikmeot		NWS CAM-1A	067B10	1004	94498	3796	Waterlot

	Name of Department	Community/ Area	Region	Latitude/Longitude	Site Abbreveation	NTS	Lot #	CLSR	LTO#	Purpose/Use
100	Department of National Defence	Jenny Lind Island Parcel D	Kitikmeot		NWS CAM-1A	067B10	1001	94498	3796	Road
101	Department of National Defence	Jenny Lind Island Parcel E	Kitikmeot		NWS CAM-1A	067B10	1002	94498	3796	Runway
102	Department of National Defence	Sturt Point Parcel A	Kitikmeot		NWS CAM-A3A	067B13	1000	96758	4144	
103	Department of National Defence	Sturt Point Parcel B	Kitikmeot		NWS CAM-A3A	067B13	1001	96758	4144	Road
104	Department of National Defence	Sturt Point Parcel B	Kitikmeot		NWS CAM-A3A	067B13	1002	96758	4144	
105	Department of National Defence	Cape Peel West Parcel D	Kitikmeot		NWS PIN-EB	077A13	1001	91198	3746	Road
106	Department of National Defence	Cape Peel West Parcel B	Kitikmeot		NWS PIN-EB	077A13	1002	91198	3746	Beachhead
107	Department of National Defence	Cape Peel West Parcel C	Kitikmeot		NWS PIN-EB	077A13	1003	91198	3746	Waterlot
108	Department of National Defence	Edinburgh Island Parcel A	Kitikmeot		NWS PIN-DA	077B06	1000	91199	3750	Radar site
109	Department of National Defence	Edinburgh Island Parcel B	Kitikmeot		NWS PIN-DA	077B06	1002	91199	3750	Beachhead
110	Department of National Defence	Edinburgh Island Parcel C	Kitikmeot		NWS PIN-DA	077B06	1003	91199	3750	Waterlot
111	Department of National Defence	Edinburgh Island Parvcel D	Kitikmeot		NWS PIN-DA	077B06	1001	91198	3750	Road
112	Department of National Defence	Byron Bay Pin 4	Kitikmeot		DEW PIN-4	077B09	1000	100634	4386	Environmental
113	Department of National Defence	Cambridge Bay	Kitikmeot		NWS CAM-M	077D02	1005	81022	3120	Water treatment

	Name of Department	Community/ Area	Region	Latitude/Longitude	Site Abbreveation	NTS	Lot #	CLSR	LTO#	Purpose/Use
14	Department of National Defence	Cambridge Bay	Kitikmeot		NWS CAM-M	077D02	1006	81022	3120	Water Reservoir
115	Department of National Defence	Cambridge Bay	Kitikmeot		NWS CAM-M	077D02	1007	81022	3120	Borrow
.16	Department of National Defence	Cape Peel West Parcel A	Kitikmeot		NWS PIN-EB	077D04	1000	91198	3746	Radar site
l <b>17</b>	Department of National Defence	Lady Franklin Point	Kitikmeot		NWS PIC-3	087A07	1000	94937	3804	Radar Station
118	Department of National Defence	Lady Franklin Point	Kitikmeot		NWS PIC-3	087A07	1001	107600	4698	
119	Department of National Defence	Bernard Harbour Parcel A	Kitikmeot		NWS PIN-CB	087A14	1000	95531	3929	Radar site
120	Department of National Defence	Bernard Harbour Parcel B	Kitikmeot		NWS PIN-CB	087A14	1002	95531	3929	Beachhead
121	Department of National Defence	Bernard Harbour Parcel C	Kitikmeot		NWS PIN-CB	087A14	1001	95531	3929	Waterlot
122	Department of National Defence	Bernard Harbour Parcel D	Kitikmeot		NWS PIN-3	087A14	1003	95531	3929	Road
123	Department of National Defence	Bernard Harbour Parcel E	Kitikmeot		NWS PIN-CB	087A14	1004	95531	3929	Runway
124	Department of National Defence	Cape Young Pin 2	Kitikmeot		DEW PIN-2	087B15				Survey
125	Department of National Defence	PIN 2 Cape Young	Kitikmeot		DEW PIN-2	087B16				Environmental
26	Department of National Defence	Harding River Parcel A	Kitikmeot		NWS PIN-2A	087B16	1000	91200	3749	Radar site
L <b>27</b>	Department of National Defence	Harding River Parcel B	Kitikmeot		NWS PIN-2A	087B16	1003	91200	3749	Beachhead

	Name of Department	Community/ Area	Region	Latitude/Longitude	Site Abbreveation	NTS	Lot #	CLSR	LTO#	Purpose/Use
.28	Department of National Defence	Harding River Parcel C	Kitikmeot		NWS PIN-2A	087B16	1004	91200	3749	Waterlot
129	Department of National Defence	Harding River Parcel D	Kitikmeot		NWS PIN-2A	087B16	1002	91200	3749	Runway
130	Department of National Defence	Harding River Parcel E	Kitikmeot		NWS PIN-2A	087B16	1001	91200	3749	Road
131	Department of National Defence	Croker River Parcel A	Kitikmeot		NWS PIN-1BG	087C05	1000	91201	3743	Radar site
132	Department of National Defence	Croker River Parcel B	Kitikmeot		NWS PIN-1BG	087C05	1002	91201	3743	Beachhead
133	Department of National Defence	Croker River Parcel C	Kitikmeot		NWS PIN-1BG	087C05	1003	91201	3743	Waterlot
134	Department of National Defence	Croker River Parcel D	Kitikmeot		NWS PIN-1BG	087C05	1001	91201	3743	Road
135	Department of National Defence	Wrangle Bay	Baffin			120D13				research/environmental
136	Department of National Defence	Lincoln Bay	Baffin							research/environmental
137	Department of National Defence	Alert	Baffin		CFS	120E07	1000	105718		Military station
138	Department of National Defence	Ellesmere Island	Baffin		Grant	120F08	1000	105966	4613	Microwave System
139	Department of National Defence	Ellesmere Island	Baffin		Blacktop Ridge	340B03	1000	105846	4604	Microwave System
140	Department of National Defence	Upper Paradise- Skull Point	Baffin		HADCS	340B04	1000	106011	4619	Communications
141	Department of National Defence	Ellesmere Island	Baffin		Yankee	340B09	1000	105968	4614	Microwave System

	DEPARTMENT OF NATION	IAL DEFENCE								
	Name of Department	Community/ Area	Region	Latitude/Longitude	Site Abbreveation	NTS	Lot#	CLSR	LTO#	Purpose/Use
142	Department of National Defence	Ellesmere Island	Baffin		Whiskey	340D03	1000	105951	4615	Microwave System
143	Department of National Defence	Nadluardjuk Lake Parcel C & D	Baffin		NWS FOX-B	037A10	1000, 1001	93257	3745	Radar Station
144	Department of National Defence	Hall Beach	Baffin		NWS FOX-M	047A15	1000	81112	3174	Beachhead
145	Department of National Defence	Cambridge Bay	Kitikmeot			077D02				Seismic Array

ENV	IRONMENT AND CLIMATE C	HANGE CANADA								
	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	Block #	CLSR	Purpose/Use
1	Environment and Climate Change Canada	Eureka- West Remis Creek	Baffin		79.942, -85.349	049G15				Quarry
2	Environment and Climate Change Canada	Eureka	Baffin			049G15				Research
3	Environment and Climate Change Canada	Eureka- PEARL	Baffin			049G15				Research
4	Environment and Climate Change Canada	Akimiski Island MBS	Hudson Bay		53°02' N, 81°15' W	43A,H				Migratory Birds Conservation  Exclusion is for Crown Land Only Exclusion: INCLUDING RIGHTS IN RESPECT OF WATERS in the area described. Exclusion: INCLUDING MINES AND MINERALS

	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	Block #	CLSR	Purpose/Use
5	Environment and Climate Change Canada	Dewey Soper (Isulijaqniq) MBS	Baffin		65°35' N, 71°30' W	36G,H,I,J				Site: Migratory Birds Conservation
										Exclusion is for Crown Land Only Exclusion: INCLUDING RIGHTS IN RESPECT OF WATERS in the area described. Exclusion: INCLUDING MINES AND MINERALS
6	Environment and Climate Change Canada	East Bay (Qaqsauqtuuq) MBS	Kivalliq		64°00' N, 82°00' W	45O,P 46A,B				Site: Migratory Birds Conservation
										Exclusion is for Crown Land Only Exclusion: INCLUDING RIGHTS IN RESPECT OF WATERS in the area described. Exclusion: INCLUDING MINES AND MINERALS
7	Environment and Climate Change Canada	Harry Gibbons (Ikkattuaq) MBS	Kivalliq		63°45' N, 85°40' W	45M,N				Site: Migratory Birds Conservation  Exclusion is for Crown Land Only Exclusion: INCLUDING RIGHTS IN RESPECT OF WATERS in the area described. Exclusion: INCLUDING MINES AND
8	Environment and Climate Change Canada	McConnell River (Kuugaarjuk) MBS	Kivalliq	0	60°50' N, 94°20' W	55D				MINERALS Site: Migratory Birds Conservation No Terrestrial Crown Land EXCLUSION IS FOR MINES AND MINERALS ONLY
9	Environment and Climate Change Canada	Prince Leopold Island MBS	Baffin		74°02' N, 90°00' W	58D,E				Site: Migratory Bird Sanctuary
										Exclusion is for Crown Land Only Exclusion: INCLUDING RIGHTS IN RESPECT OF WATERS in the area described. Exclusion: INCLUDING MINES AND MINERALS

ENV	RONMENT AND CLIMATE C	HANGE CANADA								
	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	Block #	CLSR	Purpose/Use
10	Environment and Climate Change Canada	Queen Maud Gulf (Ahiak) MBS	Kitikmeot		67°00' N, 100°30' W	661,J,K,L,M,N,O 77A	,P, 67B, 76I,P,			Site: Migratory Birds Conservation  Exclusion is for Crown Land Only Exclusion: INCLUDING RIGHTS IN RESPECT OF WATERS in the area described. Exclusion: INCLUDING MINES AND MINERALS
11	Environment and Climate Change Canada	Seymour Island (Nauyavaat) MBS	Baffin		67°00' N, 100°30' W	69B				Site: Migratory Birds conservation  Exclusion is for Crown Land Only Exclusion: INCLUDING RIGHTS IN RESPECT OF WATERS in the area described. Exclusion: INCLUDING MINES AND MINERALS
12	Environment and Climate Change Canada	Ninginganiq National Wildlife Area	Baffin		69.635114, -67.873535	27C,D				Site: Habitat and biodiversity conservation - National Wildlife Area (NWA)  Exclusion is for Crown Land Only Exclusion: INCLUDING RIGHTS IN RESPECT OF WATERS in the area described. Exclusion: INCLUDING MINES AND MINERALS
13	Environment and Climate Change Canada	Nirjutiqarvik National Wildlife Area	Baffin		75.833333, -79.416667	38G, 39B, 48H				Site: Habitat and biodiversity conservation - National Wildlife Area (NWA)  Exclusion is for Crown Land Only Exclusion: INCLUDING RIGHTS IN RESPECT OF WATERS in the area described. Exclusion: INCLUDING MINES AND MINERALS
14	Environment and Climate Change Canada	Nanuit Itillinga (formerly Polar Bear Pass) National Wildlife Area	Baffin		75.716667, -98.666667	68G,H				Site: Habitat and biodiversity conservation - National Wildlife Area (NWA)  Exclusion is for Crown Land Only Exclusion: INCLUDING RIGHTS IN RESPECT OF WATERS in the area described. Exclusion: INCLUDING MINES AND MINERALS

ENVI	RONMENT AND CLIMATE C	HANGE CANADA								
	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	Block #	CLSR	Purpose/Use
15	Environment and Climate Change Canada	Akpait NWA	Qikiqtaaluk		66°56' N, 61°46' W	16K,N				Site: Habitat and biodiversity conservation - National Wildlife Area (NWA) EXCLUSION IS FOR MINES AND MINERALS ONLY
16	Environment and Climate Change Canada	Tern Island Research Station	Baffin		75.825042, -96.313319	068H16				Data Collection (Research & Monitoring)
17	Environment and Climate Change Canada	Cape Vera/ St. Helena	Baffin		76.233333, -89.25	059A07				Data Collection (Research & Monitoring)
18	Environment and Climate Change Canada	Coats Island Shorebird	Kivalliq		62.85, -82.48333	045J15				Research site
19	Environment and Climate Change Canada	Digges Camp Cove	Baffin		62.53864, -77.75228	035K12				Research site
20	Environment and Climate Change Canada	Digges New Cabin	Baffin		62.55133, -77.74119	035K12				Research site
21	Environment and Climate Change Canada	Prince Charles Island	Baffin		68.185315, -76.709518	037B01				Research site
22	Environment and Climate Change Canada	Kazan River above Kazan Falls	Kivalliq		63.6525, -95.851944	055M12				Water monitoring and water quality monitoring
23	Environment and Climate Change Canada	Fort Ross	Kitikmeot		72.017977, -94.200479	058B03				Weather monitoring
24	Environment and Climate Change Canada	Thlewiaza River Above Outlet Sealhole Lake	Kivalliq		61.31555556, -99.30166667	065B15				Water monitoring
25	Environment and Climate Change Canada	Ennadai Lake	Kivalliq		61.131598, -100.883224	065F02				Weather monitoring
26	Environment and Climate Change Canada	Baker Lake	Kivalliq		64.31897, -96.00169 and 64.318888, -96.0016667	066A08	MOT-603			Weather monitoring and Atmospheric monitoring
27	Environment and Climate Change Canada	Thelon River below outlet of Shultz Lake	Kivalliq		64.773056, -97.067778	066A14				Water monitoring and water quality monitoring
28	Environment and Climate Change Canada	Marjorie Lake	Kivalliq		64.23288, -99.475603	066B03	1000		98287	Water monitoring

ENVI	RONMENT AND CLIMATE C	HANGE CANADA								
	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	Block #	CLSR	Purpose/Use
29	Environment and Climate Change Canada	Dubawnt River at Outlet of Marjorie Lake	Kivalliq		64.262412, -99.590867	066B05	1000		98287	Water monitoring and water quality monitoring
30	Environment and Climate Change Canada	Back River above Hermann River	Kivalliq		66.086111, -96.504167	066102	$\langle \lambda \rangle$			Water monitoring
31	Environment and Climate Change Canada	Gateshead Island	Kitikmeot		70.6327, -100.2673	057F09				Weather monitoring
32	Environment and Climate Change Canada	Isachsen	Baffin		78.789862, -103.559932 and 78.787175, - 103.515866 (UA)	069F13				Weather monitoring and Atmospheric monitoring
33	Environment and Climate Change Canada	Tree River near the mouth	Kitikmeot		67.633832, -111.91271	076M12	1000		99962	Water monitoring
34	Environment and Climate Change Canada	Stefansson Island	Baffin		73.7657, -105.2956	078D15				Weather monitoring
35	Environment and Climate Change Canada	Rea Point	Baffin		75.359571, -105.712337	078H07				Weather monitoring
36	Environment and Climate Change Canada	Coppermine River Above Copper Creek	Kitikmeot		67.228571, -115.886803	086D15				Water monitoring and water quality monitoring
37	Environment and Climate Change Canada	Cambridge Bay	Kitikmeot		69.128888, -105.056944	077D02	4	56	94039	Atmospheric monitoring
38	Environment and Climate Change Canada	Freshwater Creek near Cambridge Bay	Kitikmeot		69.131111, -104.990556	077D01				Water monitoring
39	Environment and Climate Change Canada	NE Axel Heiberg Island (Nansen Sound)	Baffin		81.161141, -91.816006	560D02				Weather monitoring
40	Environment and Climate Change Canada	YATHKYED LAKE NEAR KAZAN RIVER INLET	Kivalliq		62.70628, -98.288192	065J09				Water and Weather Monitoring
41	Environment and Climate Change Canada	HOOD RIVER NEAR THE MOUTH	Kitikmeot		67.35, -108.935	076N07				Water Monitoring
42	Environment and Climate Change Canada	DUBAWNT LAKE AT SNOW ISLAND	Kivalliq		63.229186, -101.76616	065N04				Water and Weather Monitoring

ENVI	RONMENT AND CLIMATE C	HANGE CANADA								
	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	Block #	CLSR	Purpose/Use
43	Environment and Climate Change Canada	Lot 494 Plan 419 - 1082 Elizabeth Road (formerly Airport Road), Iqaluit, NU.	Baffin		63.749077, -68.528663		494		58883	Ice Monitoring
44	Environment and Climate Change Canada	Baker Lake	Kitikmeot		64.319322, -96.030965	066A08	Lots 1 & 2	13	67623	Water monitoring
45	Environment and Climate Change Canada	Cambridge Bay	Kitikmeot		69.129426, -105.063094	077D02	7	1419	57185	vacant lot
46	Environment and Climate Change Canada	Cambridge Bay	Kitikmeot		69.130007, -105.060293	077D02	1	56	94039	possible structure on lot
47	Environment and Climate Change Canada	Cambridge Bay	Kitikmeot		69.130752, -105.058591	077D02	2	56	94039	vacant lot
48	Environment and Climate Change Canada	Cambridge Bay	Kitikmeot		69.12911, -105.058981	077D02	3	56	94039	vacant lot
49	Environment and Climate Change Canada	Tha-Anne River Below Henik Lake	Kivalliq		61.138326, -97.130814	065H03				Water monitoring
50	Environment and Climate Change Canada	West Bank Tha-Anne River Below Roseblade Lake	Kivalliq		61.003698, -97.028224	065H03				Water monitoring
51	Environment and Climate Change Canada	Near McConnell River Delta	Kivalliq		60.814685, -94.421439	055D16	1000		100644	Research Site
52	Environment and Climate Change Canada	Soper River	Baffin		62.995412, -69.701042	025N04				Stream Gauge
53	Environment and Climate Change Canada	Coats Island	Kivalliq		62.851822, -82.484928	045J10				Research Campsite
54	Environment and Climate Change Canada	Diana River	Kivalliq		62.858889, -92.408333	055K16				Stream Gauge
55	Environment and Climate Change Canada	Kugajuk River	Kitikmeot		68.589698, -89.465103	057A10				Stream Gauge
56	Environment and Climate Change Canada	South Camp Resolute Bay	Baffin		74.687414, -94.896504	058F11	PTN-4	20	80184	Research Site

ENVI	RONMENT AND CLIMATE C	HANGE CANADA								
	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	Block #	CLSR	Purpose/Use
57	Environment and Climate Change Canada	Allen River	Baffin		74.845557, -95.08667	058F13				Stream Gauge
58	Environment and Climate Change Canada	Kazan River	Kivalliq		61.254376, -100.966802	065F07	$\langle \; \; \; \; \; \; \; \; \; \; \; \; \; \; \; \; \; \; \;$			Stream Gauge
59	Environment and Climate Change Canada	Thelon River above Beverly Lake	Kivalliq		64.528911, -101.360947	066C11				Stream Gauge
60	Environment and Climate Change Canada	Walker River	Baffin		76.000093, -97.699099	069A02	7			Research Site
61	Environment and Climate Change Canada	Back River	Kitikmeot		65.187452, -106.086012	076G01				Stream Gauge
62	Environment and Climate Change Canada	Baillie River	Kitikmeot		65.012836, -104.492941	076H01				Stream Gauge
63	Environment and Climate Change Canada	Nauyuk Lake and Parry Bay	Kitikmeot		68.345551, -107.67947	077A05				Research Site
64	Environment and Climate Change Canada	Fairy Lake River	Kitikmeot		66.251643, -113.989506	086105				Stream Gauge
65	Environment and Climate Change Canada	Lougheed Island	Baffin		77.441529, -105.098476	077D07				Oil and Gas Exploration
66	Environment and Climate Change Canada	Kognak River	Kivalliq		61.250867, -98.481252	065G08				Stream Gauge

FISH	ERIES AND OCEANS CANAD	<u>A</u>								
	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	CLSR	LTO#	Purpose/Use
1	Fisheries and Oceans Canada	Clyde River	Baffin		70.467213, -68.595419	27F8	279	109812	4794	Small Craft Harbour
2	Fisheries and Oceans Canada	Clyde River	Baffin		70.468439, -68.596713	27F8	278	109812	4794	Small Craft Harbour
3	Fisheries and Oceans Canada	Arctic Bay	Baffin		73.03281, -85.159289	48C2	392	110895	4833	Small Craft Harbour
4	Fisheries and Oceans Canada	Arctic Bay	Baffin		73.033174, -85.162058	48C2	393	110895	4833	Small Craft Harbour

	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot#	CLSR	LTO#	Purpose/Use
_				Site Abbieviation						
5	Fisheries and Oceans Canada	Pangnirtung	Baffin		66.150474, -65.710708	2614	775	96495	4135	Small Craft Harbour
6	Fisheries and Oceans Canada	Pangnirtung	Baffin		66.14759, -65.704317	2614	776	96495	4135	Small Craft Harbour
7	Fisheries and Oceans Canada	Île Beacon	Baffin		58.90220793, -66.34181751	024J16				RACON (Category 5)
8	Fisheries and Oceans Canada	Ungava Bay - Île Nipper Nipper Island Northeast of Tiercel Island	Baffin		59.007357, -68.888334	024N02				RACON (Category 5)
9	Fisheries and Oceans Canada	Îlot Kitdliat	Baffin		59.97625829, -69.62515702	024N13				RACON (Category 5)
10	Fisheries and Oceans Canada	Killiniq Port Burwell	Baffin		60.424167, -64.841667	025A07	33 to 35 43 to 45	56581	655	Peripheral VHF Site (Category 4)
11	Fisheries and Oceans Canada	Killiniq Port Burwell	Baffin		60.424167, -64.841667	025A07	67 to 68	96810	4145	Peripheral VHF Site (Category 4)
12	Fisheries and Oceans Canada	Button Islands Hudson Strait	Baffin		60.693125, -64.624572	025A10				Minor Shore Light (Category 5)
13	Fisheries and Oceans Canada	Hudson Strait Wales Island	Baffin		61.86078, -71.96592	025E13				Minor Shore Light (Category 5)
14	Fisheries and Oceans Canada	Radio Island - Resolution Island	Baffin		61.311111, -64.869396	025H07				Peripheral VHF Site (Category 4)
15	Fisheries and Oceans Canada	Knife Edge Mountain	Baffin		62.902603, -67.312771	025J14				Field Camp/Cabin (Category 2)
16	Fisheries and Oceans Canada	Ashe Inlet Hudson Strait - Rabbit Island	Baffin		62.53333333, -70.56	025L10				Minor Shore Light (Category 5)
17	Fisheries and Oceans Canada	Frobisher Bay Lapointe Rock	Baffin		63.361953, -68.232497	025N08				Minor Shore Light (Category 5)
18	Fisheries and Oceans Canada	Frobisher Bay Quadrifid Island	Baffin		63.305769, -68.122423	025N08				Minor Shore Light (Category 5)
19	Fisheries and Oceans Canada	Frobisher Bay Pike Island Range Front 2	Baffin		63.253147, -68.022337	025N08				Range Site (Category 5)
20	Fisheries and Oceans Canada	Iqaluit Koojesse Inlet Range Front	Baffin		63.745533, -68.523414	025N10	539	62678	1147	Range Site (Category 5)
21	Fisheries and Oceans Canada	Iqaluit	Baffin		63.74694444, -68.52805556	025N10	2 Blk 47	74192	2253	MCTS Station (Category 2)
22	Fisheries and Oceans Canada	Frobisher Bay Iqaluit - Former Staff House	Baffin		63.74800833, -68.53048056	025N10	22 Grp 1087	58311	1216	Vacant Land (Category 3)
23	Fisheries and Oceans Canada	Iqaluit	Baffin		63.76926667, -68.53053333	025N15	9 Grp 1087	58312	1221	Peripheral VHF Site (Category 4)

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	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	CLSR	LTO#	Purpose/Use
24	Fisheries and Oceans Canada	Pike Resor Channel - Frobisher Bay Cape Poillon West Cut-Off Beacon Amer Cut-Off	Baffin		63.149131, -67.909554	025004				Minor Shore Light (Category 5)
25	Fisheries and Oceans Canada	Frobisher Bay Cape Poillon Range Front	Baffin		63.134161, -67.863448	025004				Range Site (Category 5)
26	Fisheries and Oceans Canada	Frobisher Bay Cape Poillon Range Rear	Baffin		63.107701, -67.828969	025004				Range Site (Category 5)
27	Fisheries and Oceans Canada	Frobisher Bay Pike Island	Baffin		63.214035, -67.955766	025004				Minor Shore Light (Category 5)
28	Fisheries and Oceans Canada	Frobisher Bay Pike Island Range Front 1	Baffin		63.231808, -67.991058	025004				Range Site (Category 5)
29	Fisheries and Oceans Canada	Frobisher Bay Pike Island Range Rear 1	Baffin		63.234767, -67.994954	025004				Range Site (Category 5)
30	Fisheries and Oceans Canada	Frobisher Bay Pike Island Range Rear 2	Baffin		63.234767, -67.994954	025004				Range Site (Category 5)
31	Fisheries and Oceans Canada	Baffin Island Winton Bay	Baffin		63.367, -65.3	025P07				Field Camp/Cabin (Category 2)
32	Fisheries and Oceans Canada	Cumberland Sound	Baffin		64.817738, -65.810295	026A13				Field Camp/Cabin (Category 2)
33	Fisheries and Oceans Canada	Pangnirtung East Breakwater Light	Baffin		66.150155, -65.706803	026104	775	96495	4135	Minor Shore Light (Category 5)
34	Fisheries and Oceans Canada	James Bay - Ile Anik RR	Baffin		53.82614, -79.295548	033E14				Radar Reflector (Category 5)
35	Fisheries and Oceans Canada	James Bay - Ile Turning RR	Baffin		53.85472222, -79.22194444	033E14				Radar Reflector (Category 5)
36	Fisheries and Oceans Canada	James Bay - Ile Boat AA	Baffin		53.86690917, -79.1455675	033E14				Daymark/Daybeacon (Category 5)
37	Fisheries and Oceans Canada	Stromness Island - James Bay Ile Boat AP	Baffin		53.87092694, -79.1459875	033E14				Daymark/Daybeacon (Category 5)
38	Fisheries and Oceans Canada	James Bay - Île Bare RR	Baffin		54.43361111, -79.94083333	033L05				Radar Reflector (Category 5)
39	Fisheries and Oceans Canada	James Bay - Long Island RR	Baffin		54.7491675, -79.78167722	033L12				Radar Reflector (Category 5)
40	Fisheries and Oceans Canada	Hudson Bay Bloomfield Island	Baffin		55.673336, -79.238335	033M11				Minor Shore Light (Category 5)
41	Fisheries and Oceans Canada	Ellesmere Island D'Iberville Fjord	Baffin		80.601576, -79.586545	340A12				Field Camp/Cabin (Category 2)

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	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	CLSR	LTO#	Purpose/Use
12	Fisheries and Oceans Canada	Hudson Bay - Ile Split	Baffin		56.94722222, -79.88027778	034D13				Radar Reflector (Category 5)
13	Fisheries and Oceans Canada	Hudson Bay Elsie 2 RR	Baffin		58.82639, -79.13639	034L14				Radar Reflector (Category 5)
4	Fisheries and Oceans Canada	Hudson Bay - Ile Kopak Sud	Baffin		59.99333333, -77.74611111	034N13	<b>/</b>			Radar Reflector (Category 5)
5	Fisheries and Oceans Canada	Povungnituk No 4 Ile Aipparusik	Baffin		60.008894, -77.368999	035C03				
6	Fisheries and Oceans Canada	Mansel Island - Hudson Bay Cape Acadia	Baffin		61.583344, -79.80834	035E12				Minor Shore Light (Category 5)
7	Fisheries and Oceans Canada	Charles Island East End Hudson Strait	Baffin		62.6084, -73.9354	035112				Minor Shore Light (Category 5)
8	Fisheries and Oceans Canada	Arctic Island	Baffin		62.241728, -74.761131	035J02				Minor Shore Light (Category 5)
9	Fisheries and Oceans Canada	Charles Island West End Hudson Strait	Baffin		62.7086, -74.66604	035J10				Minor Shore Light (Category 5)
0	Fisheries and Oceans Canada	Mansel Island Swanfield Island	Baffin		62.416674, -79.608336	035L05				RACON (Category 5)
1	Fisheries and Oceans Canada	Digges Islands - Hudson Strait	Baffin		62.5877, -78.110222	035L09				Minor Shore Light (Category 5)
2	Fisheries and Oceans Canada	Nottingham Island Hudson Strait	Baffin		63.086123, -77.950001	035N04				Minor Shore Light (Category 5)
3	Fisheries and Oceans Canada	North Spice Island - Foxe Basin Ocean Eagle Point RR	Baffin		68.648343, -78.8825	037B11				Radar Reflector (Category 5)
4	Fisheries and Oceans Canada	Rowley Island - Foxe Basin - Parry Bay Pointe Ewarat (Bartlett Point)	Baffin		69.093618, -79.212508	037C05				Radar Reflector (Category 5)
5	Fisheries and Oceans Canada	Rowley Island - Foxe Basin - Morrisey Point	Baffin		68.841089, -79.213586	037B13				Radar Reflector (Category 5)
6	Fisheries and Oceans Canada	Rowley Island	Baffin	13/	68.923128, -79.412778	037B13				Radar Reflector (Category 5)
7	Fisheries and Oceans Canada	Baird Peninsula Cape Burpee RR	Baffin		68.752505, -76.631669	037B16				Radar Reflector (Category 5)
3	Fisheries and Oceans Canada	Clay Point Manning Island RR	Baffin		68.782787, -80.051663	047A16				Radar Reflector (Category 5)
9	Fisheries and Oceans Canada	Hudson Bay - Ile Farmer RR	Baffin		58.41666667, -80.78805556	044107				Radar Reflector (Category 5)
)	Fisheries and Oceans Canada	Coats Island - Hudson Bay	Kivalliq		62-172227, -83.133337	045J03				Minor Shore Light (Category 5)

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61	Fisheries and Oceans Canada	Fisher Strait Walrus Island	Kivalliq		62.274515, -83.684696	045005	1000	81486	3234	Minor Shore Light (Category 5)
62	Fisheries and Oceans Canada	Coral Harbour - Southampton Island Bear Island	Kivalliq		64.0114167, -83.2166389	046B03				Minor Shore Light (Category 5)
63	Fisheries and Oceans Canada	Coral Harbour MCTS Rx (Salliq) South Hampton Island	Kivalliq		64.2145, -83.285425	046B03	1001	94175	3793	Peripheral VHF Site (Category 4)
64	Fisheries and Oceans Canada	Foxe Basin - Melville Peninsula Cape Penrhyn RR	Baffin		64.541122, -81.191669	046P06				Radar Reflector (Category 5)
65	Fisheries and Oceans Canada	Cape Wilson RR	Baffin		67.004794, -81.493026	046P03				Radar Reflector (Category 5)
66	Fisheries and Oceans Canada	Hall Beach Melville Peninsula	Baffin		68.70724, -81.23375	047A10				Radar Reflector (Category 5)
67	Fisheries and Oceans Canada	Foxe Basin Manning Island RR	Baffin		68.782787, -80.051663	047A16				Radar Reflector (Category 5)
68	Fisheries and Oceans Canada	Pond Inlet Near Bluff Head	Baffin		73.72045, -81.548654	048D10				Field Camp/Cabin (Category 2)
69	Fisheries and Oceans Canada	Adams Island - Brodeur Peninsula	Baffin		73.716612, -81.462917	048D10				Field Camp/Cabin (Category 2)
70	Fisheries and Oceans Canada	Arviat - Hudson Bay Sentry Island	Kivalliq		61.15989, -93.87073	055F04	1000	81487	3235	RACON (Category 5)
71	Fisheries and Oceans Canada	Mistake Bay Fisher Strait Walrus Island	Kivalliq		61.9665, -92.47808	055F16	1000	81488	3237	RACON (Category 5)
72	Fisheries and Oceans Canada	Hudson Bay Dunne Fox Island	Kivalliq		62.261765, -91.988745	055J05				Minor Shore Light (Category 5)
73	Fisheries and Oceans Canada	Chesterfield Inlet Schooner Cove Front Range	Kivalliq		63.988275, -94.263964	055M16				Range Site (Category 5)
74	Fisheries and Oceans Canada	Schooner Cove Rear Range	Kivalliq		63.987735, -94.260713	055M16				Range Site (Category 5)
75	Fisheries and Oceans Canada	Chesterfield Inlet Twist Point Front Range	Kivalliq		63.994304, -94.289988	055M16				Range Site (Category 5)
76	Fisheries and Oceans Canada	Twist Point Rear Range	Kivalliq		63.994742, -94.28478	055M16				Range Site (Category 5)
77	Fisheries and Oceans Canada	Chesterfield Inlet Big Bay Front Range	Kivalliq		63.923258, -92.95223	055N15				Range Site (Category 5)
78	Fisheries and Oceans Canada	Big Bay Rear Range	Kivalliq		63.924065, -92.94657	055N15				Range Site (Category 5)

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	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	CLSR	LTO#	Purpose/Use
79	Fisheries and Oceans Canada	Chesterfield Inlet Skua Reef Front Range	Kivalliq		63.890197, -92.805646	055N15				Range Site (Category 5)
<b>30</b>	Fisheries and Oceans Canada	Monark Reef Front Range	Kivalliq		63.890109, -92.805556	055N15				Range Site (Category 5)
31	Fisheries and Oceans Canada	Monark Reef Rear Range	Kivalliq		63.894466, -92.811277	055N15				Range Site (Category 5)
32	Fisheries and Oceans Canada	Skua Reef Rear Range	Kivalliq		63.892134, -92.794767	055N15				Range Site (Category 5)
83	Fisheries and Oceans Canada	Chesterfield Inlet Riot Rock Front Range	Kivalliq		63.884987, -92.935063	055N15				Range Site (Category 5)
34	Fisheries and Oceans Canada	Near Rankin Inlet	Kivalliq		63.167478, -91.599766	055004				Radiobeacon (Category 4)
35	Fisheries and Oceans Canada	Riot Rock Rear Range	Kivalliq		63.872562, -92.923915	055N15				Range Site (Category 5)
36	Fisheries and Oceans Canada	Chesterfield Inlet Deer Island Front Range	Kivalliq		63.645416, -91.399204	055011				Range Site (Category 5)
37	Fisheries and Oceans Canada	Deer Island Rear Range	Kivalliq		63.64949, -91.372298	055011				Range Site (Category 5)
38	Fisheries and Oceans Canada	Chesterfield Inlet Ranger Seal Front Range	Kivalliq		63.726564, -91.679875	055012				Range Site (Category 5)
39	Fisheries and Oceans Canada	Ranger Seal Rear Range	Kivalliq		63.766638, -91.660736	055012				Range Site (Category 5)
90	Fisheries and Oceans Canada	Chesterfield Inlet Fox Point Front Range	Kivalliq	(4)	63.733094, -91.77836	055012				Range Site (Category 5)
91	Fisheries and Oceans Canada	Fox Point Rear Range	Kivalliq		63.737514, -91.743008	055012				Range Site (Category 5)
92	Fisheries and Oceans Canada	Chesterfield Inlet Ekatuvik Front Range	Kivalliq		63.712709, -91.827127	055012				Range Site (Category 5)
93	Fisheries and Oceans Canada	Ekatuvik Rear Range	Kivalliq		63.711953, -91.825106	055012				Range Site (Category 5)
94	Fisheries and Oceans Canada	Chesterfield Inlet Big Island Range	Kivalliq		63.618512, -91.514556	055012	1000	100542	4385	Range Site (Category 5)
)5	Fisheries and Oceans Canada	Big Island Front Range	Kivalliq		63.90994, -91.50475	055012	1001	100542	4385	Range Site (Category 5)
6	Fisheries and Oceans Canada	Big Island Rear Range	Kivalliq		63.605831, -91.499588	055012	1000	100542	4385	Range Site (Category 5)

FISH	RIES AND OCEANS CANAD	<u>A</u>								
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97	Fisheries and Oceans Canada	Chesterfield Inlet Bittern Point Front Range	Kivalliq		63.735839, -91.83379	055012				Range Site (Category 5)
98	Fisheries and Oceans Canada	Bittern Point Rear Range	Kivalliq		63.737235, -91.827855	055012				Range Site (Category 5)
99	Fisheries and Oceans Canada	Baker Lake Bannerman Island Front Range	Kivalliq		64.037618, -94.30195	056D01				Range Site (Category 5)
100	Fisheries and Oceans Canada	Bannerman Island Rear Range	Kivalliq		64.039605, -94.299629	056D01				Range Site (Category 5)
101	Fisheries and Oceans Canada	Chesterfield Inlet Low Point Front Range	Kivalliq		64.053632, -94.373255	056D01				Range Site (Category 5)
102	Fisheries and Oceans Canada	Low Point Rear Range	Kivalliq		64.04161, -94.37043	056D01				Range Site (Category 5)
103	Fisheries and Oceans Canada	Chesterfield Inlet - Baker Lake Barbour Point Front Range	Kivalliq		64.071452, -94.366149	056D01				Range Site (Category 5)
104	Fisheries and Oceans Canada	Barbour Point Rear Range	Kivalliq		64.069068, -94.363722	056D01				Range Site (Category 5)
105	Fisheries and Oceans Canada	Chesterfield Inlet Bertrand Point Front Range	Kivalliq		64.033548, -94.325972	056D01				Range Site (Category 5)
106	Fisheries and Oceans Canada	Bertrand Point Rear Range	Kivalliq		64.036159, -94.326148	056D01				Range Site (Category 5)
107	Fisheries and Oceans Canada	Rae Strait Brenda Island	Kitikmeot		68.610044, -94.048351	057B11				Daymark/Daybeacon (Category 5)
108	Fisheries and Oceans Canada	Rasmussen Basin Astrup Island	Kitikmeot		68.66389, -95.3782081	057B12				Daymark/Daybeacon (Category 5)
109	Fisheries and Oceans Canada	Rae Strait Hovgaard Island	Kitikmeot		68.5139233, -95.5837319	057B12				Daymark/Daybeacon (Category 5)
110	Fisheries and Oceans Canada	Gjoa Haven Rear Range	Kitikmeot		68.630837, -95.884725	057B12				Range Site (Category 5)
111	Fisheries and Oceans Canada	Rae Strait Beads Island	Kitikmeot		68.905004, -94.855001	057B14				Daymark/Daybeacon (Category 5)
112	Fisheries and Oceans Canada	Boothia Peninsula Cape Porter	Kitikmeot		69.16667, -94.297226	057C03				Daymark/Daybeacon (Category 5)
113	Fisheries and Oceans Canada	Boothia Peninsula Dundas Island	Kitikmeot		69.33417, -94.29	057C06				Minor Shore Light (Category 5)
114	Fisheries and Oceans Canada	Rae Strait Unnamed Island 1 Cape Isabella	Kitikmeot		69.4262738, -93.892131	057C07				Daymark/Daybeacon (Category 5)

	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	CLSR	LTO#	Purpose/Use
15	Fisheries and Oceans Canada	Spence Bay (Taloyoak)	Kitikmeot		69.536895, -93.521843	057C10				Wharf (Category 6)
116	Fisheries and Oceans Canada	Spence Bay Taloyoak Front Range	Kitikmeot		69.5288389, -93.5172753	057C10				Range Site (Category 5)
117	Fisheries and Oceans Canada	Spence Bay Taloyoak Rear Range	Kitikmeot		69.5312336, -93.5101839	057C10				Range Site (Category 5)
118	Fisheries and Oceans Canada	James Ross Strait Blenky Island	Kitikmeot		69.555343, -93.320387	057C12				Daymark/Daybeacon (Category 5)
119	Fisheries and Oceans Canada	James Ross Strait Brunton Island	Kitikmeot		69.589151, -95.429401	057C12				Daymark/Daybeacon (Category 5)
120	Fisheries and Oceans Canada	Matty Island - James Ross Strait Taylor Point	Kitikmeot		69.619795, -95.589369	057C12				RACON (Category 5)
121	Fisheries and Oceans Canada	Jame Ross Strait Thomas Island	Kitikmeot		69.660003, -95.355832	057C12				Daymark/Daybeacon (Category 5)
122	Fisheries and Oceans Canada	Belliot Strait Pemmican Rock	Kitikmeot		71.971324, -95.228757	057G13				Radar Reflector (Category 5)
123	Fisheries and Oceans Canada	Bellot Strait Long Island Front Range	Kitikmeot		71.989877, -94.265959	057G14				Range Site (Category 5)
124	Fisheries and Oceans Canada	Long Island - Range Rear	Kitikmeot		71.988622, -94.243253	057G14				Range Site (Category 5)
125	Fisheries and Oceans Canada	Somerset Island Cunningham Inlet	Baffin		74.084947, -93.83591	058F02				Field Camp/Cabin (Category 2)
126	Fisheries and Oceans Canada	Resolute Bay Station South Camp (Quasuittuk)	Baffin		74.68759, -94.896612	058F11	4 Blk 20	80184	3020	Storage (Category 2)
127	Fisheries and Oceans Canada	Queen Maud Gulf Mulroak Island	Kitikmeot		67.955, -102.666	066M15				Daymark/Daybeacon (Category 5)
128	Fisheries and Oceans Canada	Queen Maud Gulf North Post Island	Kitikmeot		68.328384, -99.987496	067A05				Daymark/Daybeacon (Category 5)
129	Fisheries and Oceans Canada	Queen Maud Gulf Southpost Island Hat Island Front	Kitikmeot		68.31949, -99.98216	067A05				Range Site (Category 5)
130	Fisheries and Oceans Canada	Queen Maud Gulf Southpost Island Hat Island Rear	Kitikmeot	131	68.318192, -99.984597	067A05				Range Site (Category 5)
131	Fisheries and Oceans Canada	Queen Maud Gulf Unnamed Island #3 Near Smith Point	Kitikmeot		68.483078, -98.560636	067A06				Daymark/Daybeacon (Category 5)
132	Fisheries and Oceans Canada	Unnamed Island South of Tullock Point	Kitikmeot		68.483086, -97.164639	067A07				Daymark/Daybeacon (Category 5)

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133	Fisheries and Oceans Canada	Simpson Strait Todd Island	Kitikmeot		68.44167, -96.291669	067A08				Daymark/Daybeacon (Category 5)
134	Fisheries and Oceans Canada	Simpson Strait #4 Amittuq Point Range Rear	Kitikmeot		68.572009, -97.550875	067A10				Range Site (Category 5)
135	Fisheries and Oceans Canada	Simpson Strait #4 Front	Kitikmeot		68.572164, -97.555119	067A10				Range Site (Category 5)
136	Fisheries and Oceans Canada	Boulder Island Simpson Strait #3 Front	Kitikmeot		68.56263, -97.659693	067A10				Range Site (Category 5)
137	Fisheries and Oceans Canada	Simpson Strait Cape Seaforth	Kitikmeot		68.521033, -97.344114	067A10				Daymark/Daybeacon (Category 5)
138	Fisheries and Oceans Canada	Catherine Island Simpson Strait #9 Rear	Kitikmeot		68.514929, -97.333284	067A10				Range Site (Category 5)
139	Fisheries and Oceans Canada	Catherine Island Simpson Strait # 9 Front	Kitikmeot		68.514356, -97.327789	067A10				Range Site (Category 5)
140	Fisheries and Oceans Canada	Simpson Strait #3 Rear Dens Island	Kitikmeot		68.542241, -97.628789	067A10				Daymark/Daybeacon (Category 5)
141	Fisheries and Oceans Canada	Simpson Strait #8 Rear ETA Island	Kitikmeot		68.539936, -97.392092	067A10				Range Site (Category 5)
142	Fisheries and Oceans Canada	Simpson Strait #6 Rear ETA Island	Kitikmeot		68.537129, -97.38957	067A10				Range Site (Category 5)
143	Fisheries and Oceans Canada	Simpson Strait #6 Front ETA Island	Kitikmeot		68.537919, -97.395875	067A10				Range Site (Category 5)
144	Fisheries and Oceans Canada	Simpson Strait #8 Front ETA Island	Kitikmeot		68.536326, -97.378008	067A10				Range Site (Category 5)
145	Fisheries and Oceans Canada	ETA Island	Kitikmeot		68.534752, -97.389731	067A10				Range Site (Category 5)
146	Fisheries and Oceans Canada	Catherine Island Simpson Strait	Kitikmeot		68.520977, -97.357319	067A10				Range Site (Category 5)
147	Fisheries and Oceans Canada	Simpson Strait Hook Island	Kitikmeot		68.584272, -97.660666	067A10				Daymark/Daybeacon (Category 5)
148	Fisheries and Oceans Canada	M'Clintock Bay Range Rear	Kitikmeot		68.663522, -97.71411	067A10				Range Site (Category 5)
149	Fisheries and Oceans Canada	M'Clintock Bay Range Front	Kitikmeot		68.662322, -97.71507	067A10				Range Site (Category 5)
150	Fisheries and Oceans Canada	Simpson Strait Minor Island	Kitikmeot		68.566058, -97.607947	067A10				Minor Shore Light (Category 5)
151	Fisheries and Oceans Canada	Simpson Strait - King William Island Peglar Point	Kitikmeot		68.551199, -97.443265	067A10				Daymark/Daybeacon (Category 5)

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152	Fisheries and Oceans Canada	Simpson Strait Ristvedt Island	Kitikmeot		68.514366, -97.253835	067A10				RACON (Category 5)
153	Fisheries and Oceans Canada	Simpson Strait #7 Front	Kitikmeot		68.516346, -97.271218	067A10				Range Site (Category 5)
154	Fisheries and Oceans Canada	Simpson Strait #7 Rear	Kitikmeot		68.514366, -97.253835	067A10				Range Site (Category 5)
155	Fisheries and Oceans Canada	Saatuq Island Seatug Island Range Simpson Strait #5 Front	Kitikmeot		68.550019, -97.532583	067A10				Range Site (Category 5)
156	Fisheries and Oceans Canada	Simpson Strait #5 Rear	Kitikmeot		68.547651, -97.52365	067A10				Range Site (Category 5)
157	Fisheries and Oceans Canada	King William Island - Simpson Strait Tullock Point	Kitikmeot		68.51642, -97.124001	067A10				Daymark/Daybeacon (Category 5)
158	Fisheries and Oceans Canada	Simpson Strait Unnamed Range #1 Front	Kitikmeot		68.617657, -97.649509	067A10				Range Site (Category 5)
159	Fisheries and Oceans Canada	Simpson Strait #1 Rear	Kitikmeot		68.614234, -97.624999	067A10				Range Site (Category 5)
160	Fisheries and Oceans Canada	Simpson Strait #2 Rear	Kitikmeot		68.6607, -97.80250972	067A10				Range Site (Category 5)
161	Fisheries and Oceans Canada	Simpson Strait #2 Front	Kitikmeot		68.656143, -97.795609	067A10				Range Site (Category 5)
162	Fisheries and Oceans Canada	Salliq Island	Kitikmeot		68.625838, -98.005333	067A11				Daymark/Daybeacon (Category 5)
163	Fisheries and Oceans Canada	Queen Maud Gulf Kirkwall Island	Kitikmeot		68.501004, -99.117084	067A12				Daymark/Daybeacon (Category 5)
164	Fisheries and Oceans Canada	Unnamed Island No. 4	Kitikmeot		68.531, -99.333	067A12				Daymark/Daybeacon (Category 5)
165	Fisheries and Oceans Canada	Queen Maud Gulf Wiik Island	Kitikmeot		68.518655, -99.553346	067A12				RACON (Category 5)
166	Fisheries and Oceans Canada	Queen Maud Gulf Unnamed Island	Kitikmeot		68.526147, -99.334985	067A12				Daymark/Daybeacon (Category 5)
167	Fisheries and Oceans Canada	Queen Maud Gulf Unnamed Island 8' NE of Delta	Kitikmeot		68.689753, -99.786083	067A12				Daymark/Daybeacon (Category 5)
168	Fisheries and Oceans Canada	Queen Maud Gulf Finger Island	Kitikmeot		68.344997, -100.266994	067B08				Daymark/Daybeacon (Category 5)
169	Fisheries and Oceans Canada	Queen Maud Gulf Guard Island	Kitikmeot		68.482844, -100.328483	067B08				Daymark/Daybeacon (Category 5)
170	Fisheries and Oceans Canada	Queen Maud Gulf Leader Island	Kitikmeot		68.405196, -100.129002	067B08				Daymark/Daybeacon (Category 5)

FISH	RIES AND OCEANS CANAD	<u>DA</u>								
	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	CLSR	LTO#	Purpose/Use
171	Fisheries and Oceans Canada	Queen Maud Gulf Nordenskiold Islands	Kitikmeot		68.350421, -100.789464	067B08	1000	69733	1729	RACON (Category 5)
172	Fisheries and Oceans Canada	Queen Maud Gulf Unnamed Island #5	Kitikmeot		68.4219, -100.5569	067B08				RACON (Category 5)
173	Fisheries and Oceans Canada	Hat Island - Tiller Island Range Rear	Kitikmeot		68.311068, -100.016494	067B08				Range Site (Category 5)
174	Fisheries and Oceans Canada	Tiller Island Range Front	Kitikmeot		68.309577, -100.015878	067B08				Range Site (Category 5)
175	Fisheries and Oceans Canada	Queen Maud Gulf Nordenskiold East	Kitikmeot		68.419082, -100.561174	067B08				Daymark/Daybeacon (Category 5)
176	Fisheries and Oceans Canada	Queen Maud Gulf Bryde Island	Kitikmeot		68.680164, -100.890892	067B09				Daymark/Daybeacon (Category 5)
177	Fisheries and Oceans Canada	Queen Maud Gulf Delta Island	Kitikmeot		68.587579, -100.031092	067B09	1000	69732	1727	RACON (Category 5)
178	Fisheries and Oceans Canada	Queen Maud Gulf Borge Island	Kitikmeot		68.504237, -100.908119	067B09				Daymark/Daybeacon (Category 5)
179	Fisheries and Oceans Canada	Jenny Lind Island - Queen Maud Gulf Clestrain Point	Kitikmeot		68.563882, -101.817589	067B10				Daymark/Daybeacon (Category 5)
180	Fisheries and Oceans Canada	Victoria Strait Jenny Lind Island Northeast	Kitikmeot		68.790569, -101.707114	067B15				Daymark/Daybeacon (Category 5)
181	Fisheries and Oceans Canada	Victoria Strait Royal Geo. Soc. Island	Kitikmeot		69.003054, -100.651726	067C01				Daymark/Daybeacon (Category 5)
182	Fisheries and Oceans Canada	Victoria Strait Taylor Island	Kitikmeot		69.163698, -101.466362	067C02				Daymark/Daybeacon (Category 5)
183	Fisheries and Oceans Canada	Victoria Strait Driftwood Point	Kitikmeot		69.475, -100.9	067C08				Former Aid Site (Category 5)
184	Fisheries and Oceans Canada	Victoria Strait - Admiralty Island Driftwood Point	Kitikmeot		69.479348, -100.933106	067C08				Daymark/Daybeacon (Category 5)
185	Fisheries and Oceans Canada	Victoria Strait M'Clintock Point Island	Kitikmeot		69.309498, -99.896922	067D05	1000	69729	1728	RACON (Category 5)
186	Fisheries and Oceans Canada	King William Island Cape Felix	Kitikmeot	) /	69.91667, -98.08667	067D15				Daymark/Daybeacon (Category 5)
187	Fisheries and Oceans Canada	Bathurst Inlet Gull Island	Kitikmeot		67.343115, -107.796388	076005				Daymark/Daybeacon (Category 5)

	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	CLSR	LTO#	Purpose/Use
188	Fisheries and Oceans Canada	Nauyuk Research Camp - Nauyuk Lake	Kitikmeot		68.34635, -107.6833528	077A05				Field Camp/Cabin (Category 2)
189	Fisheries and Oceans Canada	Victoria Island Qikirtaarjuk	Kitikmeot		68.982735, -105.835174	077A15				Daymark/Daybeacon (Category 5)
190	Fisheries and Oceans Canada	Coronation Gulf 10M South Outpost Island	Kitikmeot		68.219309, -110.955196	077B03		. \ \		Daymark/Daybeacon (Category 5)
191	Fisheries and Oceans Canada	Amunsden Gulf Sisters Island	Kitikmeot		68.403586, -111.588391	077B05				Daymark/Daybeacon (Category 5)
192	Fisheries and Oceans Canada	Coronation Gulf Outpost Island	Kitikmeot		68.372448, -110.872166	077B06				Daymark/Daybeacon (Category 5)
193	Fisheries and Oceans Canada	Richardson Island	Kitikmeot		68.52, -110.425	077B11				Daymark/Daybeacon (Category 5)
194	Fisheries and Oceans Canada	Cambridge Bay Ranges Iqaluktuuttiaq #1 Range Front	Kitikmeot		69.039861, -104.9163611	077D01				Range Site (Category 5)
195	Fisheries and Oceans Canada	Cambridge Bay #3 Range Rear	Kitikmeot		69.038722, -104.883639	077D01				Range Site (Category 5)
196	Fisheries and Oceans Canada	Cambridge Bay #1 Range Rear	Kitikmeot		69.038722, -104.883639	077D01				Range Site (Category 5)
197	Fisheries and Oceans Canada	Cambridge Bay #3 Range Front	Kitikmeot		69.048833, -104.910111	077D01				Range Site (Category 5)
198	Fisheries and Oceans Canada	Queen Maud Gulf Jago Inlet	Kitikmeot		69.050921, -104.989614	077D01				Daymark/Daybeacon (Category 5)
199	Fisheries and Oceans Canada	Cambridge Bay Range #2 Front (Iqaluktuuttiaq)	Kitikmeot		69.08744, -104.95086	077D01	3 Blk 58	96978	4221	Range Site (Category 5)
200	Fisheries and Oceans Canada	Cambridge Bay Starvation Cove Sub Area Camp (Iqaluktuuttiaq)	Kitikmeot		69.160056, -105.98141	077D02				Field Camp/Cabin (Category 2)
201	Fisheries and Oceans Canada	Cambridge Bay #2 Range Rear	Kitikmeot		69.091583, -104.94764	077D02	2 Blk 58	96978	4221	Range Site (Category 5)
202	Fisheries and Oceans Canada	Coronation Gulf Simpson Rick	Kitikmeot		69.036708, -105.09388	077D02				Daymark/Daybeacon (Category 5)
203	Fisheries and Oceans Canada	Cambridge Bay Unnamed Daymark West Unnamed Island #7	Kitikmeot		69.059688, -105.184703	077D02				Daymark/Daybeacon (Category 5)
204	Fisheries and Oceans Canada	Queen Maud Gulf Unnamed Daymark East Unnamed Island #6	Kitikmeot		69.058946, -105.164752	077D02				Daymark/Daybeacon (Category 5)
205	Fisheries and Oceans Canada	Victoria Island Flagstaff Point	Kitikmeot		69.055559, -105.099726	077D02				Daymark/Daybeacon (Category 5)

FISHE	RIES AND OCEANS CANAD	<u>)A</u>								
	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	CLSR	LTO#	Purpose/Use
206	Fisheries and Oceans Canada	Cambridge Bay (Iqaluktuuttiaq)	Kitikmeot		69.11466, -105.058521	077D02	7-1 Blk 20	60126	1020	Wharf (Category 6)
207	Fisheries and Oceans Canada	Cambridge Bay (Iqaluktuuttiaq) Wharf	Kitikmeot		69.114013, -105.059705	077D02	1 Blk 25	60126	1020	Wharf (Category 6)
208	Fisheries and Oceans Canada	Bridport Inlet Melville Island	Baffin		75.017, -109.433	078G01	1			Field Camp/Cabin (Category 2)
209	Fisheries and Oceans Canada	Coronation Gulf Nichols Island	Kitikmeot		67.90242, -115.022723	086014				Daymark/Daybeacon (Category 5)
210	Fisheries and Oceans Canada	Kugluktuk (Coppermine) Wharf	Kitikmeot		67.82884, -115.0937	086014	399 to 400	71199	1921	Wharf (Category 6)
211	Fisheries and Oceans Canada	Coronation Gulf Locker Point	Kitikmeot		68.241586, -114.00003	087A02				Daymark/Daybeacon (Category 5)
212	Fisheries and Oceans Canada	Douglas Island	Kitikmeot		68.47166667, -113.47	087A07				Former Aid Site (Category 5)
213	Fisheries and Oceans Canada	Victoria Island Dickens Point	Kitikmeot		68.609168, -113.355002	087A10				Daymark/Daybeacon (Category 5)
214	Fisheries and Oceans Canada	Wollaston Peninsula Cache Point	Kitikmeot		68.657281, -113.419919	087A10	1000	70284	1789	RACON (Category 5)
215	Fisheries and Oceans Canada	Lambert Island	Kitikmeot		68.676364, -114.181668	087A11				Daymark/Daybeacon (Category 5)
216	Fisheries and Oceans Canada	Dolphin and Union Strait Waldren Islands	Kitikmeot		68.864477, -114.874309	087A14				Daymark/Daybeacon (Category 5)
217	Fisheries and Oceans Canada	Bernard Harbour Front Range	Kitikmeot		68.77583333, -114.7738889	087A14				Range Site (Category 5)
218	Fisheries and Oceans Canada	Tinney Point Dolphin and Union Strait	Kitikmeot	()-	69.348398, -119.824722	087C05				RACON (Category 5)
219	Fisheries and Oceans Canada	Dolphin and Union Strait Cape Bexley	Kitikmeot		69.013059, -115.923362	087D04	1000	70200	1785	RACON (Category 5)
220	Fisheries and Oceans Canada	Murry Island	Kitikmeot		68.459167, -111.075	077B05				
221	Fisheries and Oceans Canada	Resolute Bay	Baffin		74.686141, -94.900041	058F11	7 Blk 20	80184	3020	
222	Fisheries and Oceans Canada	Hudson Bay- Île Kidney	Baffin		57.461393, -79.82804	034E05		77992	2714	Radar Reflector (Category 5)
223	Fisheries and Oceans Canada	Resolute Bay 1 Front Range	Baffin		74.68406044, -94.89164672	058F11	15 Blk 20	80184	3020	Range Site (Category 5)
224	Fisheries and Oceans Canada	Resolute Bay 1 Rear Range	Baffin		74.68407478, -94.89333608	058F11	14 Blk 20	80184	3020	Range Site (Category 5)

NAT CAN	URAL RESOURCES ADA									
	Name of Department	Community/ Area	Region	Latitude / Longitude	Residential Address	NTS	Lot #	CLSR	LTO#	Purpose/Use
1	Natural Resources Canada	Johan Peninsula	Baffin			039E				Campsite
2	Natural Resources Canada	Resolute Bay	Baffin			058F11	1,2,5	80184	3020	Geomagnetic Observatory, Seismic Station & GNSS Station
3	Natural Resources Canada	Baker Lake	Kivalliq			066A08	442	61371	1099	Geomagnetic Observatory
4	Natural Resources Canada	Baker Lake	Kivalliq			066A08				Seismic/GNSS Station
5	Natural Resources Canada	Cambridge Bay	Kitikmeot			077D02	1013	106147		Geomagnetic Observatory

PAR	KS CANADA						
	Name of Department	Community/ Area	Region	Latitude / Longitude	National Park		Purpose/Use
1	Parks Canada	On and adjacent to Cumberland Peninsula of Baffin Island	Baffin		Auyuittuq National Park of Canada National Parks Act, Schedule 1, Part 13		National Park of Canada
			All that parcel Fiord, Ekalugar shown on sheet and 2405-64 rd Topographic State derived from the Commencing of Thence norther Thence wester Thence wester Thence souther Thence souther Thence souther Thence souther Thence souther Thence souther Thence norther Thence norther Thence norther Thence norther Thence norther Thence norther Thence souther Thence souther Thence souther Thence souther Thence norther Th	d Fiord, Home Bay, Okoa Bayets 83, 84, 88, 91, 90, 89, 65 espectively, copies of which ystem, produced at a scale of the above mentioned map should be set the summit of Overlord Pewsterly to a peak having an elevate the summit of Aegir Perly to the summit of Niord Perly to a peak having an elevate the summit of Morasterly to the summit of Morasterly to the summit of Fresh to a peak having an elevate the summit of Perly to a peak having an elevate the summit of Fresh to a peak having an elevate the summit of Fresh to a peak having an elevate the summit of Fresh to a peak having an elevate the summit of Perly to a peak having an elevate the summit of Perly to a peak having an elevate the summit of Perly to a peak having an elevaterly elevaterly elevaterly elevaterly elevaterly elevaterly elevaterl	a of Baffin Island; ribed as follows: all topographic features hereinafter referred to beir particles as follows: all topographic features hereinafter referred to beir particles as follows: all topographic features hereinafter referred to beir particles are recorded in the Canada Lands Surveys Records at Ottawa as 7728 for 1:250 000 by the Department of Energy, Mines and Resources (for neets and are referred to the 1927 North American Datum.  ak, located at the northeasterly end of Pangnirtung Fiord, at approximate elevation of about 1 372 metres, at approximate latitude 66°24′00″ as eak, at approximate latitude 66°24′50″ and approximate longitude 65 eak, at approximate latitude 66°26′20″ and approximate longitude 65 eak, at approximate latitude 66°32′40″ and approximate longitude elevation of about 1 219 metres, at approximate latitude 66°34′00″ at a particle approximate latitude 66°34′40″ and approximate longitude elevation of about 1 676 metres, at approximate latitude 66°34′40″ and approximate longitude elevation of about 1 981 metres, at approximate latitude 66°34′20″ and elevation of about 1 524 metres, at approximate latitude 66°35′30″ and elevation of about 549 metres, at approximate latitude 66°35′30″ and elevation of about 427 metres, at approximate latitude 66°38′20″ and elevation of about 427 metres, at approximate latitude 66°38′20″ and elevation of about 427 metres, at approximate latitude 66°44′30″ and approximate latitude 66°38′20″ and elevation of about 853 metres, at approximate latitude 66°44′30″ and approximate latitude 66°38′20″ and elevation of about 853 metres, at approximate latitude 66°44′30″ and approximate latitude 66°38′20″ and elevation of about 853 metres, at approximate latitude 66°38′20″ and elevation of about 853 metres, at approximate latitude 66°44′30″ and approximate latitude 66°38′20″ and elevation of about 853 metres, at approximate latitude 66°38′20″ and elevation of about 853 metres, at approximate latitude 66°344′30″ and approximate latitude 66°38′20″ and elevation of ab	at Yellowknife as 2405-83, 2405-84, 2408, as well as the first edition of Isurtuq Inerly Department of Mines and Technic mate latitude 66°22'40" and approximatind approximate longitude 65°33'20"; "33'40"; "33'40"; "33'4'0"; "33'4'0"; "34'00"; "34	ly of the National Topographic System, as 05-88, 2405-91, 2405-90, 2405-89, 2405-65 River map sheet 26N of the National al Surveys) at Ottawa. All co-ordinates are

Name of Department	Community/ Area	Region	Latitude / Longitude	National Park	Purpose/Use
		Thence north	nwesterly to a peak having an	elevation of about 1 158 metres, at approximate latitude 66°55′10″	and approximate longitude 66°34′30″;
				elevation of about 1 067 metres, at approximate latitude 67°02′00"	
		Thence weste	erly to a peak having an eleva	ition of about 1 067 metres, at approximate latitude 67°01'30" and a	approximate longitude 66°54′00″;
		Thence north	nwesterly to a peak having an	elevation of about 914 metres, at approximate latitude 67°08′50" a	nd approximate longitude 67°11′20″;
		Thence weste	erly to a peak having an eleva	tion of about 610 metres, at approximate latitude 67°09'10" and ap	proximate longitude 67°21′40″;
		Thence north	nwesterly to a peak having an	elevation of about 762 metres, at approximate latitude $67^{\circ}17'50''$ a	nd approximate longitude 67°30′20″;
				elevation of about 762 metres, at approximate latitude 67°25′30" a	
				elevation of about 792 metres, at approximate latitude 67°35′30″ a	,,
				elevation of about 732 metres, at approximate latitude 67°46′00″ a	,,
			, ,	ation of about 975 metres, at approximate latitude 67°57′00″ and ap	·
			, ,	ation of about 914 metres, at approximate latitude 68°05′00″ and approximate latitude 68°00°00″ and approximate latitude 68°00°00°00°00°00°00°00°00°00°00°00°00°00	•
		590 feet show	wn on said Home Bay map she	eet;	ast aforesaid peak being approximately at the position indicated by the spot eleva
			, ,	elevation of about 792 metres, at approximate latitude 68°14'00" ar	,
			,	elevation of about 1 036 metres, at approximate latitude 68°17′20″	•••
			, ,	elevation of about 792 metres, at approximate latitude 68°19'00" ar	• • • • • • • • • • • • • • • • • • • •
			erly to the ordinary low water 9'40" and approximate longit		ast of the entrance to Confederation Fiord, said extremity being at approximate
		Thence due s	south to a point on the ordina	ry low water mark along the southerly coast of the entrance to said	Confederation Fiord, the last aforesaid point being at approximate latitude 68°17
			nate longitude 67°01′00″;		
			• • • • • • • • • • • • • • • • • • • •	then southerly along the sinuosity of the ordinary low water mark of	the southwesterly coast of Home Bay to its intersection with latitude 68°09′30″,
			longitude 66°50′30″;		
					rly coast of the entrance to an unnamed fiord, said extremity being at approximat
			8'20" and approximate longitudes		
		longitude 66°		leasterly directions, along the last aroresald low water mark, to the e	easterly extremity of a point of land at approximate latitude 68°07′20″ and appro
		Thence south	neasterly to the intersection o	of longitude 66°17′00" with the ordinary low water mark along the so	outherly coast of the entrance to an unnamed fiord, at approximate latitude $68^\circ 0$
			neral easterly and southerly d 0'50" and approximate longit		xtremity of a point of land along the westerly coast of Nedlukseak Fiord, at appro
					emity of a point of land at approximate latitude 68°01′20" and approximate longit
		,	noral easterly northeasterly a	and southerly directions, along the last aforesaid low water mark, to	the easterly extremity of a point of land at approximate latitude 67°59'30" and
			longitude 65°58′40″;	and southerly directions, along the last aloresaid low water mark, to	the easterly extremity of a point of land at approximate latitude 07 39 30 and
				itude 67°56′30" with the ordinary low water mark of Okoa Bay, at a	nnroximate longitude 66°00′00″·
				titude 67°56'30" intersects the ordinary low water mark along the ea	• •
				,	ig the ordinary low water marks of Okoa Bay and Davis Strait, to the easterly extre
				67°58'30" and approximate longitude 65°27'00";	5 ,
				water mark at the westerly extremity of Nunatsiaq island, at approxi	imate latitude 67°57′50" and approximate longitude 65°26′00";
					e last aforesaid low water mark, to the easterly extremity of said island at approx
		latitude 67°5	9'30" and approximate longiti	rude 65°12′00″;	
		Thence easte	erly to the ordinary low water	mark at the southerly extremity of a point of land, at approximate la	atitude 67°59′20″ and approximate longitude 65°09′20″;
					isterly directions, along the last aforesaid low water mark, to the easterly extremi
		-		7°58'30" and approximate longitude 64°42'40";	
		Thence conti	nuing along the last aforesaid	llow water mark in general southwesterly and westerly directions to	o its intersection with longitude 64°55′00″, at approximate latitude 67°55′40″;

PAR	KKS CANADA  Name of Department	Community/ Area	Region	Latitude / Longitude	National Park	Purpose/Use
	Name of Department	Community/ Area	Thence southerly Thence in a general elevation of about Thence southeas Thence southeas Thence southeas Thence southeas Thence southeas Thence southeas Thence in a general elevation of about Thence southeas Thence southeas Thence southeas Thence southeas at approximate lathence southerly Thence southwested Thence southwested Thence southwested Thence southerly Thence southwested Thence southwested Thence southwested Thence southwested Thence southerly Thence southwested Thence sou	to the ordinary low water and southwesterly directive terly to the ordinary low tude 67°47′20″ and approsible asterly and southerly of the last aforesaid peasterly to a peak having an terly to a peak having an terly to a peak having an terly to a peak at approxion said Okoa Bay map she aral easterly direction alouterly to the ordinary low attitude 67°16′00″ and approxion said Okoa Bay map she aral easterly direction alouterly to the ordinary low attitude 67°16′00″ and approxion as the peak having and to a peak having an elevaterly to a peak having an esterly to a peak having an esterly to a peak having an esterly to a peak having and to a peak having a	ter mark at the easterly extremity of a point of land on along the last aforesaid low water mark to its in a water mark at the northerly extremity of a point of oximate longitude 64°55′00″; directions along the last aforesaid low water mark located at approximate latitude 67°44′30″ and appak; nelevation of about 1 372 metres, at approximate nelevation of about 1 219 metres, at approximate latimate latitude 67°22′00″ and approximate longitude eet and being on the height of land forming the noing the last aforesaid height of land to a peak having water mark at the easterly extremity of a point of approximate longitude 63°57′20″; ang Fiord, to a peak having an elevation of about 762 metres, at approximate latitude latitude 67°02′20″ and approximate longitude 63°sheet; vation of about 1 219 metres, at approximate latitude elevation of about 1 524 metres, at approximate nelevation of about 1 981 metres, at approximate nelevation of about 1 981 metres, at approximate nelevation of about 1 219 metres, at approximate nelevation of about 1 219 metres, at approximate nelevation of about 1 1981 metres, at approximate nelevation of about 1 219 metres, at approximate nelevation of about 1 829 metres.	d, at approximate latitude 67°55′10″ and approximate longitude 64°55′30″; ntersection with latitude 67°51′00″ at approximate longitude 65°03′00″; of land at the easterly coast of the entrance to Quajon Fiord, the last aforesaid extremity being at a to a point at approximate longitude 64°49′20″, the last aforesaid point being due east of a peak having an proximate longitude 64°51′30″; latitude 67°39′20″ and approximate longitude 65°01′00″; latitude 67°29′00″ and approximate longitude 64°42′30″; de 64°29′00″, the last aforesaid peak being approximately at the position indicated by the spot elevation 4 ortherly limit of the watershed area of Maktak Fiord; ng an elevation of about 762 metres, at approximate latitude 67°20′00″ and approximate longitude fland at the northerly coast of the entrance to North Pangnirtung Fiord, the last aforesaid extremity being 10 metres, at approximate latitude 67°11′00″ and approximate longitude 63°55′20″; titude 67°07′20″ and approximate longitude 63°48′40″; is 3°52′20″, the last aforesaid peak being approximately at the position indicated by the spot elevation 4,364 ude 66°55′00″ and approximate longitude 63°56′00″; elatitude 66°50′40″ and approximate longitude 64°35′00″; elatitude 66°50′40″ and approximate longitude 64°35′00″;
2	Parks Canada	Bathurst Island	Baffin	DING MINES AND MINE	Qausuittuq National Park of Canada	National Park of Canada

Name of Department	Community/ Area	Region	Latitude / Longitude	National Park	Purpose/Use
		and all offshores Resources, and 68G, Edition 168H, Edition 169A, Edition 179A, Edition 179A, Edition 179A, Edition 179A, Edition 179A, Edition 199A, Editio	are islands in the Berkeley Grond the Army Survey Establishman, 1981 (Graham Moore Bay) By 1994 (McDougall Sound) Property (McDou	orth American Datum (NAD83) and any references to straight line of the polar Bear Pass National Wildlife Area (SOR/86-985, 18 September dary of Polar Bear Pass National Wildlife Area to the intersection of the low water line of Grate latitude 75°45′07″ N and longitude 101°14′57″ W; collowing the indentations along the low water line of Grate latitude 75°45′07″ N and longitude 101°14′57″ W; collowing the indentations of the low water line of Erskine Inlet to cross May Inlet to the low water line of Sir William Parker Strait, not be softened to the low water line of Cracroft Sound, near Cap as of the low water line of Cracroft Sound, near Cap as of the low water line of Cracroft Sound to a point being at approximation of the low water line of Cracroft Sound to a point soft the low water line of Cracroft Sound to a point being at latitude 76°02′30″ N and longitude 98°30′00″ W; being at latitude 76°02′30″ N and longitude 98°30′00″ W; being at latitude 76°02′30″ N and longitude 99°00′00″ W; bersection of the northerly boundary of Polar Bear Pass National W ne point of commencement; at low water within Sir William Parker Strait and Cracroft Sound; e Berkeley Group including, for greater certainty, the Hosken Islar land, Ile Marc, Alexander Island and all islands at low water within skine Inlet; are kilometres.  If hydrocarbons, whether solid, liquid or gaseous, and rights to wo may be disposed of pursuant to the Territorial Quarrying Regulation of the MATERS in the area described	of said boundary with the low water line of Bracebridge Inlet; aham Moore Bay, Pell Inlet and Erskine Inlet (including islands at low water within three a point on Oliver Harbour being at 76°25′44″ N and approximate longitude 101°22′36″ Wear Francis Herbert Point, being at latitude 76°30′02″ N and approximate longitude er Strait to a point near Cape Mary being at latitude 76°37′25″ N and approximate les Sophia, being at latitude 76°36′35″ N and approximate longitude 98°59′58″ W; ximate latitude 76°36′52″ N and longitude 98°45′39″ W; the being at approximate latitude 76°36′55″ N and longitude 98°43′52″ W; ximate latitude 76°36′57″ N and longitude 98°36′56″ W; the being at approximate latitude 76°37′01″ N and longitude 98°35′40″ W; soint being at approximate latitude 76°37′57″ N and longitude 98°30′00″ W; individe Area being at approximate latitude 75°46′35″ N and longitude 99°00′00″ W; indis, Helena, Sherard Osborn, Harwood, Allard and Ricards Islands; three kilometres of the low water line of these islands;
Parks Canada	520 km North of Grise Fio	rd Baffin		Quttinirpaag National Park of Canada	National Park of Canada

Name of Department	Community/ Area	Region	Latitude / Longitude	National Park	Purpose/Use
		In Nunavut;			
		On Ellesmere	/		
		Robeson Cha		· · · · · · · · · · · · · · · · · · ·	n, Ottawa 1980 and to National Topographic Series Maps, (120 C&D Lady Franklin Bay) Fiord) produced at a scale of 1:250,000 by the Department of Energy, Mines and Reso
		•	of said Ellesmere Island, inclu hich may be more particular		Harbour, the inlets, the rivers, the lakes, the islands and all the streams that lie within
			, ,	ompson located at approximate latitude 81°15′ and approximat	te longitude 76°57';
		Thence south	neasterly to the summit of Mo	ount Koch at approximate latitude 81°11′ and approximate lon	gitude 75°20′;
		Thence easte	rly to the summit of Mount N	Neville at approximate latitude 81°10′ and approximate longitu	ide 70°33';
		Thence easte 70°12′;	rly to a point on the ordinary	/ low water mark of Beatrix Bay at the mouth of an unnamed st	tream that flows into Beatrix Bay at approximate latitude 81°11′ and approximate lon
		_		the ordinary low water mark along the north side of Beatrix Ba .°14' and approximate longitude 69°18';	y and Archer Fiord to the most easterly point of the promontory on the southwest sid
		Thence north 69°09';	leasterly across Simmonds Ba	ay to the most southerly point on the ordinary low water mark	on the north side of Archer Fiord at approximate latitude $81^{\circ}15'$ and approximate lon
			rally northeasterly following t longitude 66°37′;	the ordinary low water mark along the northern side of Archer	Fiord to its most northeasterly point at Keppel Head at approximate latitude 81°31' a
			•		ark at Distant Cape at approximate latitude 81°43′ and approximate longitude 64°27′; rthern side of Robeson Channel to its most easterly point at Cape Murchison at appro
		latitude 81°4	6' and approximate longitude	e 64°06';	
			•		near Cartmel Point at approximate latitude 81°47′ and approximate longitude 64°02′; on Channel to a point at the entrance of Wrangel Bay at approximate latitude 81°58′3
			longitude 62°32′; westerly to a point at latitude	le 82°03'00" and longitude 63°01'00" being approximately 990.	.5 metres on an approximate azimuth of 231°14′31″ from an unnamed peak having an
				mate latitude 82°03′ and approximate longitude 62°58′;	
		Thence north	westerly to an unnamed pea	k having an elevation of about 732 metres at approximate latit	tude 82°09' and approximate longitude 63°35';
		Thence north	westerly to the summit of M	lount Eugene at approximate latitude 82°25′ and approximate	longitude 66°47′;
				·	n Inlet at longitude 68°00'00" and approximate latitude 82°39';
				°00'00" and across Clements Markham Inlet to a point on the o	ordinary low water mark on the north side of Clements Markham Inlet at approximate
			rally northeasterly following t	the ordinary low water mark along the northern side of Clemer	nts Markham Inlet to its most northerly point at Cape Colan at approximate latitude 8
			nate longitude 66°20′;	to the interception of letitude 02°00/00" and length de 70°00/0	200//
				to the intersection of latitude 83°09′00″ and longitude 70°00′0 e intersection of latitude 83°09′00″ and longitude 74°20′00″;	JU ;
				to the intersection of latitude 83°05'00" and longitude 74°20'00',	nn"·
				<u> </u>	Clintock Inlet near Borup Point at approximate latitude 82°56′ and approximate longit
		77°47′;	in esterny to the most norther	my point on the ordinary low water mark at the entrance of m	controls much real policy round at approximate latitude of 55 and approximate longit
			nerly to the summit of Mount	t Ayles at approximate latitude 82°43′ and approximate longitu	de 77°18';
			•	ving an elevation of about 1,829 metres at approximate latitud	·
		Thence due s	outh to an unnamed peak ha	aving an elevation of about 1,676 metres at approximate latitude	de 81°49′ and approximate longitude 77°04′;
		Thence south	westerly to an unnamed pea	ak having an elevation of about 1,524 metres at approximate la	ititude 81°34′ and approximate longitude 79°03′;
				· · · · · · · · · · · · · · · · · · ·	on of the Earth Sciences Sector, Natural Resources Canada at Ottawa, the geographic
		coordinates of	of said station being at latitud	de 81°18'38.8738" and longitude 78°07'09.4867" according to t	the 1975 Arctic Islands Adjustment, North American Datum of 1927);

PAR	KS CANADA						
	Name of Department	Community/ Area	Region	Latitude / Longitude	National Park		Purpose/Use
			81°18' and app Thence easterl 77°37'00" and Thence southe Excluding there above. The above des Exclusion: INC	roximate longitude 78°07'; y across Tanquary Fiord to it approximate latitude 81°19' asterly to the point of comm	s intersection with a point of encement; le of Ward Hunt Island toge t 37 775 square kilometres. OF WATERS in the area des	the ordinary low water mark on the southeast side of the ordinary low water mark on the southeast side of the ordinary low water mark on the southeast side of the ordinary low water mark on the ordinary low water mark on the southeast side of the ordinary low water mark on the southeast side of the ordinary low water mark on the southeast side of the ordinary low water mark on the southeast side of the ordinary low water mark on the southeast side of the ordinary low water mark on the southeast side of the ordinary low water mark on the southeast side of the ordinary low water mark on the southeast side of the ordinary low water mark on the southeast side of the ordinary low water mark on the southeast side of the ordinary low water low	r mark on the northwest side of Tanquary Fiord at approximate latitude  f Tanquary Fiord near Fishhook Point at approximate longitude  e part of the Arctic Ocean included within the boundaries described
4	Parks Canada	North tip of Baffin Island and Bylot Island	Baffin		Sirmilik National Park of National Parks Act, Scho		National Park of Canada

Name of Department	Community/ Area	Region	Latitude / Longitude	National Park	Purpose/Use
		In Nunavut;			
		All those pare	cels described as Parts I to IV	as follows:	
		Part I			
		On Baffin Isla	•		
		and 37G of th	he National Topographic Syste	em, as shown on sheets 13 and 10 of 237 r	hereinafter referred to being according to the first edition of the Pond Inlet and Icebound Lakes map she espectively of maps recorded in the Land Titles Office at Yellowknife as 2405-13 and 2405-10 respectively co-ordinates are derived from the above mentioned map sheets and are referred to the 1927 North Ame
			•		ed in said records as 82874, a copy of which is filed in said office as 3405;
			•	ince of 27 201.56 metres to boundary mon	
				t approximate latitude 72°14′30″ and appr t approximate latitude 72°11′00″ and appr	
			, ,	at approximate latitude 72 1100 and approximate latitude 71°46'20" and approximate latitude 71°46'20" and appr	· · · · · · · · · · · · · · · · · · ·
					ded in said records as 82872, a copy of which is filed in said office as 3408;
		Thence on a	bearing of 9°49′13″, a distanc	e of 3 294.30 metres to boundary monum	ent 75PI as shown on said plan;
		Thence on a	bearing of 275°21′29", a dista	ince of 5 412.98 metres to boundary monu	ment 74PI as shown on said plan;
			,	ince of 7 679.00 metres to boundary monu	
				nce of 6 381.74 metres to boundary monur	
			•	ince of 4 199.38 metres to boundary monu	·
				ince of 12 526.34 metres to boundary mon ince of 6 127.41 metres to boundary monu	·
				·	Herit oper as shown on said plan, Bay and northerly along the sinuosity of the ordinary high water mark of the easterly coast of Tay Sound
			, , ,	, ,	s as 82873, a copy of which is filed in said office as 3409;
					nent 161PI being at the intersection of the ordinary high water mark of an unnamed lake and the ordinar
				d stream at the southerly extremity of said	
		Thence north	nerly along the ordinary high v	water mark of the western shore of said la	te to its intersection with the ordinary high water mark of the left bank of an unnamed stream, and conti
		which is reco	orded in said records as 77971	, said point being further described as the	220028LWM as shown on sheet 8 of 13 of a Descriptive Map Plan registered in said office as 2690, a cop intersection of the ordinary high water mark of the left bank of said stream with the ordinary high water
				55" and approximate longitude 78°43'50";	ad to the northerly outremity of the gromentary known as Oorbiggalyk Headland at approximate latitud
			id approximate longitude 78°3	, ,	nd to the northerly extremity of the promontory known as Oorbignaluk Headland at approximate latitud
				· · ·	pint of commencement as shown on said Plan of Parcel PI-24.
				ing about 3 144 square kilometres.	
		Part II			
		On Bylot Islai	nd;		
			el being more particularly des		
				5	of the Pond Inlet and Milne Inlet map sheets 38B and 48A and the second edition of the Navy Board Inlet
				-	237 respectively of maps recorded in the Land Titles Office at Yellowknife as 2405-13, 2405-27 and 2405
			·	•	ttawa as 77288, as well as the second edition of Bylot Island map sheet 38C of the National Topographic (formerly Department of Mines and Technical Surveys) at Ottawa. All co-ordinates are derived from the
				epartment of Energy, Mines and Resources o the 1927 North American Datum.	tronnerry Department or ivinies and Technical Surveys) at Ottawa. All co-ordinates are derived from the
					ed in said records as 82875, a copy of which is filed in said office as 3407;
			•		osity of the ordinary high water mark of Eclipse Sound, Navy Board Inlet and Baffin Bay to boundary mor
				orded in said records as 82871, a copy of w	

ARKS CANADA					
Name of Department	Community/ Area	Region	Latitude / Longitude	National Park	Purpose/Use
				ance of 8 786.12 metres to boundary monument 35P	
			_	ance of 7 882.77 metres to boundary monument 34P	
				ance of 3 248.81 metres to boundary monument 33P	
			, , , , , ,	•	clipse Sound to boundary monument 183PI as shown on said Plan of Parcel PI-28 recorded in said
			2875, a copy of which is filed in	· · · · · · · · · · · · · · · · · · ·	
				ce of 6 754.00 metres to boundary monument 182Pl	
				ance of 12 600.00 metres to boundary monument 18 ance of 7 475.51 metres to boundary monument 180	
					PI as shown on said plan, being the point of commencement.
				·	nity of Cape Walter Bathurst, in accordance with article 14.3.1 of An Inuit Impact and Benefit Agreem
			•	· · · · · · · · · · · · · · · · · · ·	ada, signed in Pond Inlet on the 12th day of August, 1999, said parcel being more particularly describ
		as follows:	mult of the Nunavut Settleme	lent Area and her Majesty the Queen in Right of Cana	ada, signed in Pond finet on the 12th day of August, 1999, said parter being more particularly describ
			g at the intersection of longitu	ude 76°48′00" and the ordinary high water mark of B	affin Ray at approximate latitude 73°10′30″·
			-	rsection of said longitude with latitude 73°18′00″;	anni bay at approximate latitude 73 15 30 ,
					mark of the right bank of an unnamed stream at approximate longitude 76°57′30″;
			•	. •	tream to its intersection with the ordinary high water mark of Bathurst Bay at approximate latitude
			nd approximate longitude 76°5		and the state of t
				e ordinary high water mark of Bathurst Bay and Baffin	Bay to the point of commencement.
			containing about 11 square kilo	, 9	7
		The remaind	ler of the parcel described unc	der Part II containing about 10 858 square kilometres	S.
		Part III	·		
		On Baffin Isla	and;		
		All that parce	el being more particularly desc	scribed as follows: All topographic features hereinafte	er referred to being according to the first edition of the Milne Inlet map sheet 48A and the second
		edition of th	e Navy Board Inlet map sheet	t 48D of the National Topographic System, as shown	on sheets 27 and 30 of 237 respectively of maps recorded in the Land Titles Office at Yellowknife as
		2405-27 and	2405-30 respectively, copies	of which are recorded in the Canada Lands Surveys I	Records at Ottawa as 77288. All co-ordinates are derived from the above mentioned map sheets and
		are referred	to the 1927 North American D	Datum.	
		Commencing	g at boundary monument 233	3PI as shown on Plan of Parcel PI-37 recorded in said	records as 82243, a copy of which is filed in said office as 3382;
		Thence on a	bearing of 190°09'21", a dista	ance of 15 449.93 metres to boundary monument 23	32PI as shown on said plan 82243;
		Thence on a	bearing of 132°49'06", a dista	ance of 6 249.07 metres to boundary monument 231	LPI as shown on said plan;
					Navy Board Inlet to its intersection with the ordinary high water mark of the right bank of an unnam
			•	and approximate longitude 80°30′25″;	
			, 9	proximate latitude 72°47′25" and approximate longitude	•
			, ,	at approximate latitude 72°44′50″ and approximate l	9
				oproximate latitude 72°37′35″ and approximate longit	·
				at approximate latitude 72°33′45″ and approximate l	
			·		d in said records as 82190, a copy of which is filed in said office as 3373;
			,	ance of 15 138.35 metres to boundary monument 23	•
				at approximate latitude 72°41′35″ and approximate l	· ·
				at approximate latitude 72°50′35″ and approximate l	9
			, , , , , , , , , , , , , , , , , , , ,	pproximate latitude 72°59′00″ and approximate longit	·
					ed in said records as 82170, a copy of which is filed in said office as 3369;
				ance of 3 944.92 metres to boundary monument 49A	• •
			•	ance of 10 583.47 metres to boundary monument 48	·
		rnence on a	bearing of 54 52 23 , a distan	nce of 6 908.85 metres to boundary monument 47AB	o as snown on said plan;

Name of Department Community/ Area	Desires Indicate Alexander de la contracta de		
	Region Latitude / Longitude National P	Park	Purpose/Use
	Thence on a bearing of 79°50′50″, a distance of 5 757.86 marked on a bearing of 340°19′51″, a distance of 6 498.32 marked on a bearing of 268°38′30″, a distance of 6 114.03 marked on a bearing of 224°25′02″, a distance of 5 093.84 marked on a bearing of 251°44′36″, a distance of 5 093.84 marked on bearing of 251°44′36″, a distance of 5 093.84 marked on the sinuosity of AB-08 between boundary monuments 54AB and 55AB as thence northeasterly along said production to boundary marked on a bearing of 49°54′41″, a distance of 17 629.52 marked on a bearing of 49°54′41″, a distance of 17 629.52 marked on a bearing of 112°53′16″, a distance of 8 947.05 marked on a bearing of 12°54′26″, a distance of 14 326.67 marked on a bearing of 22°54′26″, a distance of 14 326.67 marked on a bearing of 168°17′55″, a distance of 14 326.67 marked on a bearing of 168°17′55″, a distance of 11 388.3 marked on a bearing of 149°04′08″, a distance of 8 452.73 marked on a bearing of 149°04′08″, a distance of 8 452.73 marked on a bearing of 104°40′01″, a distance of 8 452.73 marked on a bearing of 104°40′01″, a distance of 1 381.24 marked on a bearing of 287°33′31″, a distance of 1 381.24 marked on a bearing of 250°07′54″, a distance of 2 882.61 marked on a bearing of 147°19′10″, a distance of 2 882.61 marked on a bearing of 166°48′38″, a distance of 2 882.61 marked on a bearing of 166°48′38″, a distance of 2 882.61 marked on a bearing of 153°38′52″, a distance of 2 027.07 marked on a bearing of 53°38′52″, a distance of 3 785.15 marked on a bearing of 105°46′59″, a distance of 2 882.61 marked on a bearing of 105°46′59″, a distance of 3 785.15 marked on a bearing of 105°46′59″, a distance of 2 882.61 marked on a bearing of 105°46′59″, a distance of 2 882.61 marked on a bearing of 105°46′59″, a distance of 2 882.61 marked on a bearing of 105°46′59″, a distance of 2 882.61 marked on a bearing of 105°46′59″, a distance of 2 882.61 marked on a bearing of 105°46′59″, a distance of 2 882.61 marked on a bearing of 105°46′59″, a distance of 2 882.61 mar	metres to boundary monument 46AB as shown on said plan; metres to boundary monument 45AB as shown on said plan; metres to boundary monument 44AB as shown on said plan; to boundary monument 42AB as shown on said plan; fethe ordinary high water mark of Elwin Inlet to its intersection with the southw shown on Plan of said parcel recorded in said records as 82171, a copy of which monument 55AB as shown on said plan; metres to boundary monument 54AB as shown on said plan; metres to boundary monument 54AB as shown on said plan; metres to boundary monument 55AB as shown on Plan of Parcel AB- metres to boundary monument 57AB as shown on said plan; metres to boundary monument 24API as shown on Plan of Parcel PI-40 r  Metres to boundary monument 24PI as shown on said plan; metres to boundary monument 245PI as shown on said plan; metres to boundary monument 245PI as shown on said plan; metres to boundary monument 24PI as shown on said plan; metres to boundary monument 24PI as shown on said plan; metres to boundary monument 24PI as shown on said plan; metres to boundary monument 24PI as shown on said plan; metres to boundary monument 24PI as shown on said plan; metres to boundary monument 24PI as shown on said plan; metres to boundary monument 24PI as shown on said plan; metres to boundary monument 23PI as shown on said plan; metres to boundary monument 23PI as shown on said plan; metres to boundary monument 23PI as shown on said plan; metres to boundary monument 23PI as shown on said plan; metres to boundary monument 23PI as shown on said plan; metres to boundary monument 23PI as shown on said plan; metres to boundary monument 23PI as shown on said plan; metres to boundary monument 23PI as shown on said plan; metres to boundary monument 23PI as shown on said plan; metres to boundary monument 23PI as shown on said plan; metres to boundary monument 23PI as shown on said plan; metres to boundary monument 23PI as shown on said plan; metres to boundary monument 23PI as shown on said plan; metres to boundary monument 23PI as sh	resterly production of the southeasterly boundary of Parcel n is filed in said office as 3377;  -09 recorded in said records as 82172, a copy of which is ecorded in said records as 82244, a copy of which is filed in recorded in said records as 82191, a copy of which is filed in recorded in said records as 82191, a copy of which is filed in of the Arctic Bay and Navy Board Inlet map sheets, Office at Yellowknife as 2405-29 and 2405-30 respectively, tioned map sheets and are referred to 1927 North American is recorded in said records as 77419, said point being f the right bank of an unnamed stream at approximate

PARKS CANADA  Name of Department	Community/ Area	Region Latitude / Longitud	de National Park	Purpose/Use
Name of Department		Baillarge Bay; Thence northerly, northeasterly and southwesterly coast of Elwin Inlet to Said parcel described under Part IV Said parcels described under Parts I,	assing through a height of land at approximate latitude 73°d southeasterly along the sinuosity of the ordinary high was the point of commencement.  containing about 167 square kilometres.  , II, III and IV containing together about 22 200 square kilometres.  ESPECT OF WATERS in the area described	23'25" and approximate longitude 84°33'00" to the ordinary high water mark of the northeast coast of ter mark of the easterly coast of Baillarge Bay, the southeasterly coast of Admiralty Inlet, and the metres.
5 Parks Canada	Lands surrounding Wager Bay	Kivalliq	Ukkusiksalik National Park of Canada National Parks Act, Schedule 1, Part 13	National Park of Canada

Name of Department	Community/ Area	Region	Latitude / Longitude	National Park	Purpose/Use					
		0 0 1		to the North American Datum of 1983;						
				,	Maps 46D, 46E, 46L, 56A, 56B, 56C, 56F, 56G, 56H, 56I, 56J and 56K;					
			•	•	pelow are shown on the Administrative Map Plan recorded in the Canada Lands Surveys Records at O					
			copy of which is filed in the L	Land Titles Office at Iqaluit as 4162, unless stated o	therwise;					
		In Nunavut;								
			Roes Welcome Sound in Huc	**						
				re particularly described as follows:						
		_	•	•	e of Roes Welcome Sound at latitude 65°10′53″ and approximate longitude 86°58′23″;					
			, ,	to deflection point 2 at latitude 65°10′21"and longit						
			, -	ection point 3 at latitude 65°09′50″ and longitude 8						
			, -	to deflection point 4 at latitude 65°07′05″ and longi						
			, -	to deflection point 5 at latitude 65°01'00" and longi						
			,	ection point 6 at latitude 65°01′37" and longitude 8						
			, -	ection point 7 at latitude 65°02′06″ and longitude 8						
			, -	ection point 8 at latitude 65°02′04″ and longitude 8	•					
			,	flection point 9 at latitude 65°08′12″ and longitude	·					
			, ,		ude 65°14′23″ and approximate longitude 88°42′19″;					
			, -		RE at approximate latitude 65°13′23″ and approximate longitude 88°35′28″;					
			, -		RE at approximate latitude 65°12′09″ and approximate longitude 88°26′57″;					
			, ,		RE at approximate latitude 65°13′21″ and approximate longitude 88°20′51″;					
			, ,		RE at approximate latitude 65°14'44" and approximate longitude 88°16'57";					
		_			ment 201RE at approximate latitude 65°30'02" and approximate longitude 89°21'12";					
					approximate latitude 65°22′57″ and approximate longitude 89°23′02″;					
			, ,	to deflection point 17 at latitude 65°18'47" and long	,					
			, -		by the Geodetic Survey Division of the Earth Sciences Sector, Natural Resources Canada at Ottawa,					
				titude 65°23′40″ and approximate longitude 89°54	· ·					
				flection point 19 at latitude 65°29′24" and longitud	·					
			. •	ection point 20 at latitude 65°32′24″ and longitude	·					
			, ,	o deflection point 21 at latitude 65°39′15″ and long	,					
				ection point 22 at latitude 65°37′57″ and longitude	·					
				o deflection point 23 at latitude 65°42′30″ and long						
				ection point 24 at latitude 65°45′12″ and longitude	·					
				o deflection point 25 at latitude 65°47′53″ and long						
				o deflection point 26 at latitude 65°51′40″ and long						
				o deflection point 27 at latitude 65°56′05″ and long						
			,	o deflection point 28 at latitude 66°00′44″ and long	,					
			,	flection point 29 at latitude 66°04′37" and longitud	·					
				o deflection point 30 at latitude 66°05′39″ and long	•					
				o deflection point 31 at latitude 66°11′39″ and long						
			, ,	o deflection point 32 at latitude 66°14′35″ and long	•					
		Thence northeasterly in a straight line to deflection point 33 at latitude 66°15′53″ and longitude 92°33′17″;  Thence northeasterly in a straight line to deflection point 34 at latitude 66°19′11″ and longitude 92°26′16″;								
				•	•					
			,	flection point 35 at latitude 66°22′07" and longitud	·					
		Thence north	heasterly in a straight line to	o deflection point 36 at latitude 66°22′30″ and long	ntude 92°23′47″;					

Name of Department	Community/ Area	Region	Latitude / Longitude	National Park	Purpose/Use
		Thence north	neasterly in a straight line to	o deflection point 37 at latitude 66°23'32" and longitude 92°21'31";	
			, -	o deflection point 38 at latitude 66°24′30" and longitude 92°18′41";	
			, -	o deflection point 39 at latitude 66°25′27" and longitude 92°15′59";	
			, -	flection point 40 at latitude 66°28′16″ and longitude 92°14′08″;	
			, ,	o deflection point 41 at latitude 66°28′51" and longitude 92°12′51";	
			, 0	o deflection point 42 at latitude 66°28′47″ and longitude 92°12′39″;	
			, ,	ection point 43 at latitude 66°29′10″ and longitude 91°48′48″;	
			, -	o deflection point 44 at latitude 66°26′06″ and longitude 91°42′40″;	
			, 0	effection point 45 at latitude 66°20′44″ and longitude 91°41′05″;	
			, -	o deflection point 46 at latitude 66°17′48″ and longitude 91°31′55″;	
			, -	ection point 47 at latitude 66°19′35″ and longitude 91°05′54″;	
			, -	o deflection point 48 at latitude 66°23′04″ and longitude 90°51′32″;	
			, -	o deflection point 49 at latitude 66°29′52″ and longitude 90°34′05″;	
			, ,	ection point 50 at latitude 66°30′39″ and longitude 90°27′51″;	
			, -	o boundary monument 4RE at approximate latitude 66°24′13" and approxim	nate longitude 90-10-33-;
			, ,	ection point 52 at latitude 66°23′14″ and longitude 89°56′45″;	
			, -	o deflection point 53 at latitude 66°15′34" and longitude 89°42′54"; o deflection point 54 at latitude 66°19′28" and longitude 89°16′01";	
			, -	o deflection point 54 at latitude 66°23'45" and longitude 88°58'50";	
			, -	o deflection point 55 at latitude 66°27′26″ and longitude 88°48′57″;	
			, -	ection point 57 at latitude 66°28′27" and longitude 88°40′44";	
			, ,	o deflection point 58 at latitude 66°25′05″ and longitude 88°34′16″;	
				effection point 59 at latitude 66°16′03″ and longitude 88°35′55″;	
			, -	o deflection point 60 at latitude 66°10'31" and longitude 88°26'43";	
			, 0	flection point 61 at latitude 65°59′45″ and longitude 88°20′17″;	
			, -	o deflection point 62 at latitude 65°50′51″ and longitude 88°07′36″;	
				o deflection point 63 at latitude 65°42′00″ and longitude 87°56′57″;	
				o triangulation station number 6490700 established by the Geodetic Survey	Division of the Earth Sciences Sector Natural Resources Canada at Ottawa
			,	atitude 65°31'30" and approximate longitude 87°44'07";	bivision of the Earth Sciences Sector, Nataran Nesources earland at Ottawa
				ection point 65 at latitude 65°30′34″ and longitude 87°30′38″;	
				ection point 66 at latitude 65°27'02" and longitude 87°11'11";	
				o triangulation station number 6490705 established by the Geodetic Survey	Division of the Earth Sciences Sector, Natural Resources Canada at Ottawa
			,	atitude 65°25′51" and approximate longitude 87°08′57";	, , , , , , , , , , , , , , , , , , , ,
		_		o deflection point 68 on the ordinary low water mark of the western shoreli	ne of Roes Welcome Sound at latitude 65°24'25" and longitude 87°02'59";
			nerly in a straight line to the	,	· ·
				H/14, as shown on a plan recorded in the Canada Lands Surveys Records at	Ottawa as Plan 96351, a copy of which is filed in the Land Titles Office at Ig
		Plan 4156;			
		Including all s	shoals, islands, sandbars and	nd spits that may be periodically exposed at low tide;	
				bons whether solid, liquid or gaseous, and rights to work the same; and	
				nat may be disposed of under the Territorial Quarrying Regulations.	
		Said Ukkusiks	salik National Park of Canada	da containing an area of approximately 20 880 km2.	
		Exclusion: IN	CLUDING RIGHTS IN RESPE	ECT OF WATERS in the area described	
		Exclusion: IN	CLUDING MINES AND MINE	IERALS	

PARI	(S CANADA								
	Name of Department	Community/ Area	Region	Latitude / Longitude	National Park				Purpose/Use
	Name of Department	Community/ Area	Region	Latitude / Longitude	NTS	Lot#	CLSR	LTO#	Purpose/Use
6	Parks Canada	Sila Lodge Parcel- Wager Bay	Kivalliq		056H14	1000	96351	4156	Ukkusiksalik National Park of Canada
7	Parks Canada	Sila Lodge Parcel- Wager Bay	Kivalliq		056H14	1001	96351	4156	Ukkusiksalik National Park of Canada
8	Parks Canada	Wilmot and Crampton Bay	Kitikmeot						Wreck of HMS Erebus National Historic Site of Canada
9	Parks Canada	Terror Bay	Kitikmeot						Wreck HMS Terror National Historic Site of Canada
10	Parks Canada	Pangnirtung	Baffin		026104	289	59510	1009	Program Lands - Maintenance Centre - Auyuittuq National Park of Canada
11	Parks Canada	Pangnirtung	Baffin		026104	623	80089	3013	Program Lands - Storage Area
12	Parks Canada	Pangnirtung	Baffin		026104	558	74641	2272	Program Lands - Employee Housing - Auyuittuq National Park of Canada
13	Parks Canada	Pangnirtung	Baffin		026104	108 & 109	53025	423	Program Lands - Visitor Reception Centre - Auyuittuq National Park of Canada
14	Parks Canada	Ward Hunt Island	Baffin		340H02	Whole Island			Program Lands - For addition to Quttinirpaaq National Park of Canada
15	Parks Canada	Resolute Bay	Baffin		058F12	6	66787	1381	Program Lands - Employee housing - Qausuittuq National Park of Canada
16	Parks Canada	Pond Inlet	Baffin		038B10	2	107070	4666	Program Lands - Operational Facility - Sirmilik National Park
17	Parks Canada	Pangnirtung	Baffin		026104	416	72252	2059	Progam Lands - Employee Housing - Auyuittuq National Park of Canada
18	Parks Canada	Pangnirtung	Baffin		026104	573 & 574	74641	2272	Progam Lands - Employee Housing - Auyuittuq National Park of Canada
19	Parks Canada	Mount Morin	Baffin		038B15				Program Lands - Radio Repeater Site - Sirmilik National Park of Canada
20	Parks Canada	Naujaat	Kivalliq		046L01				Program Lands - Radio Repeater Site - Ukkusiksalik National Park of Canada
21	Parks Canada	Naujaat	Kivalliq		056101				Program Lands - Radio Repeater Site - Ukkusiksalik National Park of Canada
22	Parks Canada	Lancaster Sound Area	Baffin						Tallurutiup Imanga National Marine Conservation Area - Terrestrial Components

PUBLIC SERVICES AND PROCUREMENT CANADA											
Name of Depart	ment Community/ A	Area Region	Latitude / Longitude	Residential Address	NTS	Lot #	CLSR	LTO#	Purpose/Use		
Public Services a Procurement Ca		Baffin		173 Nikku Lane		22	56039	674	Residential		

PUBI	LIC SERVICES AND PROCURI	EMENT CANADA								
	Name of Department	Community/ Area	Region	Latitude / Longitude	Residential Address	NTS	Lot #	CLSR	LTO#	Purpose/Use
2	Public Services and Procurement Canada	Iqaluit	Baffin		526 Niaqunngusiaq Rd.		550	63645	1196	Residential
3	Public Services and Procurement Canada	Iqaluit	Baffin		462 to 472 Paunna Rd.		573	66577	1357	Residential
4	Public Services and Procurement Canada	Iqaluit	Baffin		671 to 675 Palaugaa Drive		561	66576	1358	Residential
5	Public Services and Procurement Canada	Iqaluit	Baffin		677 to 683 Palaugaa Drive		561	66576	1358	Residential
6	Public Services and Procurement Canada	Iqaluit	Baffin		177 Nikku Lane		24	56039	674	Residential
7	Public Services and Procurement Canada	Iqaluit	Baffin		179 Nikku Lane		25	56039	674	Residential
8	Public Services and Procurement Canada	Iqaluit	Baffin		181 Nikku Lane		26	56039	674	Residential
9	Public Services and Procurement Canada	Iqaluit	Baffin		339 Ataani Lane		174	56039	674	Residential
10	Public Services and Procurement Canada	Iqaluit	Baffin		323 Ataani Lane		175	56039	674	Residential
11	Public Services and Procurement Canada	Iqaluit	Baffin		Parking lot across from building 969		543	62760	14114	Parking Lot

RO	YAL CANADIAN MOUNTED P	<u>OLICE</u>								
	Name of Department	Community/ Area	Region	Latitude / Longitude	Residential Address	NTS	Lot #	CLSR	LTO#	Purpose/Use
1	Royal Canadian Mounted Police	Alexandra Fiord	Baffin							Detachment
2	Royal Canadian Mounted Police	Arctic Bay	Baffin				222	76013	3179	Detachment
3	Royal Canadian Mounted Police	Arviat	Kivalliq				590	78715	2815	Detachment

ROYA	L CANADIAN MOUNTED PO	<u>OLICE</u>								
	Name of Department	Community/ Area	Region	Latitude / Longitude	Residential Address	NTS	Lot #	CLSR	LTO#	Purpose/Use
4	Royal Canadian Mounted Police	Baker Lake	Kivalliq				2 Blk 38	73179	2137	Detachment
5	Royal Canadian Mounted Police	Cambridge Bay	Kitikmeot				7	61295	1097	Detachment
6	Royal Canadian Mounted Police	Chesterfield Inlet	Baffin				68	56693	671	Detachment
7	Royal Canadian Mounted Police	Clyde River	Baffin				39-PTN	56060	604	Detachment
8	Royal Canadian Mounted Police	Coral Harbour	Kivalliq				41 & 42	58190	852	Detachment Residential
9	Royal Canadian Mounted Police	Gjoa Haven	Kitikmeot				108	61826	1141	Patrol Cabin Vacant Land
10	Royal Canadian Mounted Police	Gjoa Haven	Kitikmeot				349	76273	2383	Detachment
11	Royal Canadian Mounted Police	Baker Lake	Kivalliq				6	110325	4858	Garage/Gym
12	Royal Canadian Mounted Police	Grise Fiord	Baffin				152	99468	4235	Detachment
13	Royal Canadian Mounted Police	Igloolik	Baffin				51-1	56605	658	Detachment
14	Royal Canadian Mounted Police	Igloolik	Baffin		/		51-2	56605	658	Detachment
15	Royal Canadian Mounted Police	Igloolik	Baffin				51-3	56605	658	Detachment
16	Royal Canadian Mounted Police	Igloolik	Baffin				51-4	56605	658	Detachment
17	Royal Canadian Mounted Police	Igloolik	Baffin				51-5	56605	658	Detachment

ROYA	L CANADIAN MOUNTED P	<u>OLICE</u>								
	Name of Department	Community/ Area	Region	Latitude / Longitude	Residential Address	NTS	Lot #	CLSR	LTO#	Purpose/Use
18	Royal Canadian Mounted Police	Iqaluit	Baffin				5 Blk 71	94010	3774	Detachment
19	Royal Canadian Mounted Police	Kimmirut	Baffin				174	77203	2450	Detachment
20	Royal Canadian Mounted Police	Kinngait	Baffin				247	63587	1273	Detachment
21	Royal Canadian Mounted Police	Kugaaruk	Kitikmeot				8	65602	1305	Detachment
22	Royal Canadian Mounted Police	Kugluktuk	Kitikmeot				1-2	51848	0351	Detachment
23	Royal Canadian Mounted Police	Naujaat	Kivalliq				94 & 95	74056	2232	Detachment & Residence
24	Royal Canadian Mounted Police	Pangnirtung	Baffin		1		476	72253	2040	Detachment
25	Royal Canadian Mounted Police	Pond Inlet	Baffin				1	107070	4666	Detachment
26	Royal Canadian Mounted Police	Qikiqtarjuaq	Baffin				12	55807	0599	Detachment
27	Royal Canadian Mounted Police	Qikiqtarjuaq	Baffin				234	74810	2311	Detachment
28	Royal Canadian Mounted Police	Qikiqtarjuaq	Baffin				234	74810	2311	Detachment
29	Royal Canadian Mounted Police	Qikiqtarjuaq	Baffin				234	74810	2311	Detachment
30	Royal Canadian Mounted Police	Rankin Inlet	Kivalliq				103	61548	1108	Detachment
31	Royal Canadian Mounted Police	Resolute Bay	Baffin				6 Blk 6	78766	2881	Detachment

ROY	AL CANADIAN MOUNTED P	<u>OLICE</u>								
	Name of Department	Community/ Area	Region	Latitude / Longitude	Residential Address	NTS	Lot #	CLSR	LTO#	Purpose/Use
32	Royal Canadian Mounted Police	Resolute Bay	Baffin				Ptn 7 Blk 6	78766	2881	Vacant
33	Royal Canadian Mounted Police	Sanikiluaq	Baffin				70	56384	0626	Residential
34	Royal Canadian Mounted Police	Sanirajak	Baffin				151	72261	2041	Detachment
35	Royal Canadian Mounted Police	Taloyoak	Kitikmeot				27	53221	0428	Detachment
36	Royal Canadian Mounted Police	Taloyoak	Kitikmeot				28	53221	0428	Detachment
37	Royal Canadian Mounted Police	Taloyoak	Kitikmeot				30	53221	0428	Residential
38	Royal Canadian Mounted Police	Taloyoak	Kitikmeot		1		31	53221	0428	Residential
39	Royal Canadian Mounted Police	Taloyoak	Kitikmeot				32	53221	0428	Residential
40	Royal Canadian Mounted Police	Taloyoak	Kitikmeot				33	53221	0428	Residential
41	Royal Canadian Mounted Police	Taloyoak	Kitikmeot				34	53221	0428	Residential
42	Royal Canadian Mounted Police	Whale Cove	Kivalliq				17 Blk 14	68151	1539	Detachment
43	Royal Canadian Mounted Police	Whale Cove	Kivalliq				16 Blk 17	109952	4677	Detachment
44	Royal Canadian Mounted Police	Whale Cove	Kivalliq				2 Blk 17	68151	1539	Detachment

TRAI	NSPORT CANADA									
	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	Block #	CLSR	Purpose/Use
1	Transport Canada	Baker Lake	Kivalliq		64.314558, -96.066277	066A08	1003		72449	Aircraft Navigation Beacon
2	Transport Canada	Baker Lake	Kivalliq		64.321325, -96.104228	066A08	1001		72449	Aircraft Navigation Beacon
3	Transport Canada	Cambridge Bay	Kitikmeot		69.116191, -105.078813	077D02	2	55	82687	Airport Radio Station
4	Transport Canada	Cambridge Bay	Kitikmeot		69.114414, -105.025986	077D02	1008 1011		81280	Aircraft Navigation Beacon
5	Transport Canada	Cambridge Bay	Kitikmeot		69.116794, -105.178165	077D02	1010		81964	Aircraft Navigation Beacon
6	Transport Canada	Cambridge Bay	Kitikmeot		69.116794, -105.178165	077D02	1001		67506	Aircraft Navigation Beacon
7	Transport Canada	Cape Dorset	Baffin		64.228511, -76.528906	036C02	1001	RW	69143	Aircraft Navigation Beacon
8	Transport Canada	Chesterfield Inlet	Kivalliq		63.339283, -90.730896	055007	1001	1002	82399	Aircraft Navigation Beacon
9	Transport Canada	Kugluktuk	Kitikmeot		67.822583, -115.094010	086014	11	12	108540	Radio Facility
10	Transport Canada	Coral Harbour	Kivalliq		64.148669, -83.304882	046B	541		106457	Aircraft Navigation Beacon
11	Transport Canada	Gjoa Haven	Kitikmeot		68.625942, -95.858718	057B12	347		75772	Radio Facility
12	Transport Canada	Iqaluit	Baffin		63.750233, -68.527304	025N10	512		58883	Vacant Land - Proposed Employee Housing
13	Transport Canada	Iqaluit	Baffin		63.742102, -68.472967	025N10	955		93525	Airport Marker(s)
14	Transport Canada	Iqaluit	Baffin		63.734449, -68.542856	025N10	944		91942	Aircraft Navigation Beacon
15	Transport Canada	Iqaluit	Baffin		63.734449, -68.542856	025N10	670		69312	Aircraft Navigation Beacon
16	Transport Canada	Iqaluit	Baffin		63.734449, -68.542856	025N10	14	1087	58311	Aircraft Navigation Beacon
17	Transport Canada	Iqaluit	Baffin		63.773022, -68.535328	025N10	8	1087	58312	Radio Facility
18	Transport Canada	Iqaluit	Baffin			025N10	27		58312	
19	Transport Canada	Iqaluit	Baffin		63.744235, -68.483316	025N10	890		77876	Airport Marker(s)
20	Transport Canada	Kimmirut	Baffin	877	62.850675, -69.874899	025K13	1005 RW	1006	69956	Aircraft Navigation Beacon
21	Transport Canada	Pangnirtung	Baffin		66.143912, -65.707232	026104	545		73130	Aircraft Navigation Beacon
22	Transport Canada	Kugaaruk	Kitikmeot		68.534324, -89.790912	057A10	1001		81338	Aircraft Navigation Beacon
23	Transport Canada	Pond Inlet	Baffin		72.693110, -77.953009	038B10	1001	1002	69179	Aircraft Navigation Beacon

TRAI	NSPORT CANADA									
	Name of Department	Community/ Area	Region	Site Abbreviation	Latitude/Longitude	NTS	Lot #	Block #	CLSR	Purpose/Use
24	Transport Canada	Qikiqtarjuaq	Baffin		67.562185, -64.019215	026P09	1001		69671	Aircraft Navigation Beacon
25	Transport Canada	Naujaat	Kivalliq		66.528125, -86.241685	046L09	240		88052	Aircraft Navigation Beacon
26	Transport Canada	Resolute Bay	Baffin		74.678752, -94.926839	058F11	3	1687	56536	Aircraft Navigation Beacon
27	Transport Canada	Sanikiluaq	Baffin		56.541864, -79.216429	034D11	1001	1002	69672	Aircraft Navigation Beacon
28	Transport Canada	Taloyoak	Kitikmeot		69.540231, -93.524512	057A10	74		72262	Radio Facility
29	Transport Canada	Whale Cove	Kivalliq		62.236672, -92.602912	055K02	1001		70690	Aircraft Navigation Beacon

## LEASEHOLD INTERESTS

Any leasehold estate or mortgage or other security acquired for the purposes of a Federal Department or Federal Agent Corporation

#### Appendix 4

#### **INVENTORY OF SITES**

### (Devolution Agreement Section 6.1)

#### PART A – OPERATING SITES

#	CIRNAC File #	Proponent	Authorization Type	Commencement Date	Expiry Date	Project Name	Description of Land Use	Region	Name of Land Use Area	Latitude	Longitude	Summary of Security Held
1.	065G0001	Barrick Gold Inc.	Surface Lease	1-May-1999	30-Apr-2026	Cullaton Lake	Mine site	Kivalliq	Cullaton Lake	61.25	-98.5	No Security Held
2.	065G07002	Barrick Gold Inc.	Surface Lease	1-May-1999	30-Apr-2029	Cullaton Lake	Mine site	Kivalliq	Cullaton Lake	61.266667	-98.5	No Security Held
3.	065G08001	Barrick Gold Inc.	Surface Lease	1-May-1996	30-Apr-2026	Cullaton Lake	Airstrip and Roadway	Kivalliq	Cullaton Lake	61.315833	-98.4925	No Security Held
4.	065G08002	Barrick Gold Inc.	Surface Lease	1-May-1996	30-Apr-2026	Cullaton Lake	Mining, Mine site	Kivalliq	Cullaton Lake	61.25	-98.5	No Security Held
5.	048C01010	Canzinco Ltd.	Surface Lease	1-Jan-2000	31-Dec-2004	Nanisivik	Open Pit Mine and Access Road	Baffin	Nanisivik	73.04111	-84.379167	No Security Held
6.	068H08001	Cominco Mining Partnership	Surface Lease	01-Dec-86	30-Apr-11	Polaris	Commercial, Dock	Baffin	Little Cornwallis Island	75.4	-96.833333	No Security Held
7.	068H08002	Cominco Mining Partnership	Surface Lease	01-May-81	30-Apr-11	Polaris	Mining, Mine site	Baffin	Little Cornwallis Island	75.366667	-96.916667	No Security Held
8.	068H08003	Cominco Mining Partnership	Surface Lease	01-Dec-86	30-Apr-11	Polaris	Mining Airstrip	Baffin	Little Cornwallis Island	75.366667	-96.916667	No Security Held
9.	068H08005	Cominco Mining Partnership	Surface Lease	01-Dec-86	30-Apr-10	Polaris	Mining, Mine Site Maint	Baffin	Little Cornwallis Island	75.366667	-96.916667	No Security Held
10.	068Н08008	Cominco Mining Partnership	Surface Lease	01-May-81	30-Apr-11	Polaris	Mining, Tailings Disposal	Baffin	Southwesterly Shore of Little Cornwallis Island	75.4	-96.816667	No Security Held
11.	068Н08009	Cominco Mining Partnership	Surface Lease	01-May-81	30-Apr-11	Polaris	Mining, Tailings Disposal	Baffin	Garrow Lake	75.4	-96.816667	No Security Held
12.	076E11002	Lupin Mines Incorporated	Surface Lease	01-Apr-12	31-Mar-42	Lupin	Industrial, Quarry Pit	Kitikmeot	Fingers Lake	65.75	-111.166667	No Security Held
13.	076E11003	Lupin Mines Incorporated	Surface Lease	04-Jan-12	31-Mar-42	Lupin	Water Lot	Kitikmeot	Fingers Lake	65.716667	-111.15	No Security Held
14.	076E14001	Lupin Mines Incorporated	Surface Lease	01-Apr-12	31-Mar-42	Lupin	Mining, Mine Site	Kitikmeot	Contwoyto Lake	65.733333	-111.26667	No Security Held
15.	076E14002	Lupin Mines Incorporated	Surface Lease	01-Apr-12	31-Mar-42	Lupin	Airport	Kitikmeot	Contwoyto Lake	65.75	-111.25	No Security Held
16.	076E14010	Lupin Mines Incorporated	Surface Lease	01-Apr-12	31-Mar-42	Lupin	Navigational Aid Site	Kitikmeot	Contwoyto Lake	65.783333	-111.25	No Security Held
17.	N2017N0004	Arctic Research Foundation	Class B Land Use Permit	7-Jul-2017	6-Jul-2024	CAT-TRAIN: Canadian Arctic Tidal Transect Research and Infrastructure Network	Research Project	Kitikmeot	Dease Strait	68.982917	-105.834333	No Security Held
18.	N2017X0015	Dillon Outcome Joint Venture	Class B Land Use Permit	14-Jul-2017	13-Jul-2024	Isachsen former High /Artic Weather Station (HAWS), Ellef Ringnes Island - Phase II/III Environmental Site Assessment Qualitative	Miscellaneous	Baffin	Ellef Ringnes Island	78.789308	-103.5702	No Security Held
19.	N2018J0003	Department of National Defence	Class A Land Use Permit	11-Dec-2017	10-Dec-2022	NUNALIVUT 2018	Campsite	Baffin, Kitikmeot	Cambridge Bay & Resolute Bay	69.034644	-105.871117	No Security Held
20.	N2018N0008	Environment & Climate Change Canada	Class A Land Use Permit	20-Mar-2018	19-Mar-2023	Population Ecology of Arctic Breeding Waterfowl	Research Project	Kitikmeot	Karrak Lake	67.270278	-100.438889	No Security Held
21.	N2018J0013	Parks Canada Agency	Class B Land Use Permit	27-Jun-2018	26-Jun-2023	Wrecks of HMS Erebus and HMS Terror Underwater Archaeology Project 2018	Campsite	Baffin	Terror Bay	68.249056	-98.658994	No Security Held
22.	N2019J0003	Defence Construction Canada	Class A Land Use Permit	12-Dec-2018	11-Dec-2023	NOREX GN19	Campsite	Baffin	Resolute Bay	74.718931	-94.989192	No Security Held

PAR	T A – OPERAT	ING SITES										
#	CIRNAC File #	Proponent	Authorization Type	Commencement Date	Expiry Date	Project Name	Description of Land Use	Region	Name of Land Use Area	Latitude	Longitude	Summary of Security Held
23.	N2021N0007	Defence Research and Development Canada	Class A Land Use Permit	15-Jun-2021	14-Jun-2026	DRDC - Northern Watch Technology Demonstration	Research Project	Baffin	Gascoyne Inlet	74.661111	-91.272778	No Security Held
24.	N2022N0003	California Institute of Technology - Division of Geological and Planetary Sciences	Class B Land Use Permit	16-May-2022	15-May-2027	Restructuring Ancient Sea Level and Seafloor Conditions in the 1.9 Billion-Year-Old Rocknest Formation	Research Project	Baffin	Eokuk Lake	67.39	-113.02	No Security Held
25.	N2022N0004	Lynda Gullason	Class B Land Use Permit	8-Jul-2022	7-Jul-2027	Saving Morin Point Thule Site Phase I: Climate Change Risk Assessment and Archaeological Testing	Research Project	Baffin	Morin Point	74.526195	-82.459311	No Security Held
26.	025N08007	Tukisigiarvik Society	Surface Lease	1-Oct-2018	30-Sep-2028	N/A	Seasonal Recreational Camp	Baffin	Avaaqtaqvik	63.359972	-68.329917	No Security Held
27.	025N08008	James Noble	Surface Lease	30-Aug-2018	29-Aug-2028	N/A	Seasonal Recreational Camp	Baffin	Avaaqtaqvik	63.3625	-68.336667	No Security Held
28.	025N08009	David Lawson	Surface Lease	10-Jul-2019	9-Jul-2029	N/A	Seasonal Recreational Camp	Baffin	Iqaluit	63.319722	-68.238889	No Security Held
29.	025N09007	Royal Canadian Legion	Surface Lease	1-Dec-2004	30-Nov-2024	N/A	Emergency Shelter and Cadet Training Camp	Baffin	North Shore of Porter Inlet	63.610583	-68.175806	No Security Held
30.	025N09010	Rosemary Twerdin	Surface Lease	1-Nov-2015	31-Oct-2025	N/A	Outpost Camp	Baffin	Burton Bay	63.618467	-68.190783	No Security Held
31.	025N09016	Geneva Chislett	Surface Lease	15/03/2015	14-Mar-2025	N/A	Seasonal Recreational Camp	Baffin	Burton Bay	63.635556	-68.233333	No Security Held
32.	025N09030	Joel Fortier	Surface Lease	1-Oct-2020	30-Sep-2030	N/A	Seasonal Recreational Camp	Baffin	Burton Bay	63.629806	-68.241192	No Security Held
33.	025N09031	Christopher Spencer	Surface Lease	15-Sep-2018	14-Sep-2028	N/A	Seasonal Recreational Camp	Baffin	Burton Bay	63.630222	-68.241192	No Security Held
34.	025N09032	Rachel Hollingshead	Surface Lease	1-Sep-2019	31-Aug-2029	N/A	Seasonal Recreational Camp	Baffin	Burton Bay	63.650464	-68.351314	No Security Held
35.	025N09034	John Legate	Surface Lease	1-Nov-2020	31-Oct-2030	N/A	Seasonal Recreational Camp	Baffin	Iqaluit	63.630439	-68.251567	No Security Held
36.	025N09036	Daniel Martin	Surface Lease	16-Aug-2019	15-Aug-2029	N/A	Seasonal Recreational Camp	Baffin	Iqaluit	63.645556	-68.299444	No Security Held
37.	025N09037	Joshua Atagooyuk	Surface Lease	1-Jul-2020	30-Jun-2030	N/A	Seasonal Recreational Camp	Baffin	Burton Bay	63.583025	-68.185647	No Security Held
38.	025N09038	Cody Prusky	Surface Lease	1-Aug-2020	31-Jul-2030	N/A	Seasonal Recreational Camp	Baffin	Iqaluit	63.58105	-68.178583	No Security Held
39.	025N09039	Julia Landry	Surface Lease	1-Aug-2020	31-Jul-2030	N/A	Seasonal Recreational Camp	Baffin	Iqaluit	63.644722	-68.298333	No Security Held
40.	025N09040	Justin McDonell	Surface Lease	15-Aug-2020	14-Aug-2030	N/A	Seasonal Recreational Camp	Baffin	Lamb Point	63.649778	-68.337111	No Security Held
41.	025N09042	Matthew Hamp	Surface Lease	15-Aug-2020	14-Aug-2030	N/A	Seasonal Recreational Camp	Baffin	Iqaluit	63.669722	-68.362778	No Security Held
42.	025N09043	Andrew Card	Surface Lease	15-Aug-2020	14-Aug-2030	N/A	Seasonal Recreational Camp	Baffin	Iqaluit	63.664371	-68.378381	No Security Held
43.	025N09044	Jennifer Wilman	Surface Lease	1-Sep-2020	31-Aug-2030	N/A	Seasonal Recreational Camp	Baffin	Iqaluit	63.6519	-68.3453	No Security Held
44.	025N09045	David Monteith	Surface Lease	1-Sep-2020	31-Aug-2030	N/A	Seasonal Recreational Camp	Baffin	Iqaluit	63.591454	-68.180117	No Security Held

PAR	T A – OPERAT	ING SITES										
#	CIRNAC File #	Proponent	Authorization Type	Commencement Date	Expiry Date	Project Name	Description of Land Use	Region	Name of Land Use Area	Latitude	Longitude	Summary of Security Held
45.	025N10024	Levi Nowdlak	Surface Lease	1-Aug-2019	31-Jul-2029	N/A	Seasonal Recreational Camp	Baffin	Bishop Island	63.633917	-68.78075	No Security Held
46.	025012001	Amanda Tujatugak Kownirk & Andrew Cox	Surface Lease	1-Nov-2008	31-Oct-2038	N/A	Seasonal Recreational Camp	Baffin	Wayne Bay	63.541667	-67.972778	No Security Held
47.	026C03001	Trevor Taylor	Surface Lease	13-Jul-2020	12-Jul-2030	N/A	Seasonal Recreational Camp	Baffin	Sylvia Grinnell River	64.025278	-69.008611	No Security Held
48.	035J02001	Glencore Canada Corporation (Glencore)	Surface Lease	2-Jan-2000	31-Jan-2030	Raglan Mine	Industrial, Dock	Baffin	Deception Bay	62.140833	-74.699444	No Security Held
49.	055K01002	Jackson Lindell	Surface Lease	22-Aug-2019	21-Aug-2029	N/A	Seasonal Recreational Camp	Kivalliq	Rankin Inlet	62.770278	-92.38556	No Security Held
50.	055L12002	Pelagie Sharp	Surface Lease	8-Jan-2018	31-Jul-2028	N/A	Seasonal Recreational Camp	Kivalliq	Kaminuriak Lake	62.745583	-95.75975	No Security Held
51.	058F02001	Jess Judith - Canadian Arctic Holidays	Surface Lease	4-Jan-1992	31-Mar-2022	N/A	Commercial, Tourist Facility and Airstrip	Baffin	Somerset Island	74.079167	-93.808333	No Security Held
52.	065B04001	Nueltin Fly-In Lodges Ltd.	Surface Lease	1-May-2000	30-Apr-2020	N/A	Commercial, Fishing Lodge	Kivalliq	Nueltin Lake	60.184722	-99.739167	No Security Held
53.	065C12001	Kasba Lake Lodge Ltd.	Surface Lease	11-Jan-2012	31-Oct-2022	N/A	Commercial, Tourist Facility	Kivalliq	North-east Shore Tabane Lake	61.641667	-101.754167	No Security Held
54.	065C14001	Aziz Kheraj	Surface Lease	1-Nov-2012	31-Oct-2018	N/A	Seasonal Recreational Camp	Kivalliq	Ennadai Lake	60.800833	-101.36	No Security Held
55.	066G03003	Mianiqsijit	Surface Lease	1-Aug-2018	31-Jul-2048	N/A	Institutional, Healing Camp	Kivalliq	Sahara Lake	65.039444	-98.988889	No Security Held
56.	076F16002	Glencore Canada Corporation (Glencore)	Surface Lease	1-Apr-2017	31-Mar-2047	Hackett River	Mining, Exploration Camp	Kitikmeot	Hackett River	65.912222	-108.3635	No Security Held
57.	076M07001	MMG Resources Inc.	Surface Lease	1-Jan-2018	31-Dec-2047	High Lake	Mining, Exploration Camp	Kitikmeot	High Lake	67.379444	-110.860833	No Security Held
58.	077D02071	John & Rosie Kaiyogana	Surface Lease	16-Sep-2019	15-Sep-2029	N/A	Seasonal Recreational Camp	Kitikmeot	Cambridge Bay	69.106264	-105.385994	No Security Held
59.	086H10001	MMG Resources Inc.	Surface Lease	1-May-2018	30-Apr-2048	Izok and Hood	Mineral exploration campsite	Kitikmeot	Ham Lake	65.683003	-112.87984	No Security Held
60.	086H10002	MMG Resources Inc.	Surface Lease	1-May-2018	30-Apr-2048	Izok and Hood	Mineral exploration campsite	Kitikmeot	Izok Lake	65.641667	-112.824167	No Security Held
61.	086102001	MMG Resources Inc.	Surface Lease	1-May-2018	30-Apr-2048	Izok and Hood	Mineral exploration campsite	Kitikmeot	Amooga Booga Lake	66.082172	-112.720403	No Security Held

PAR	T B – SITES	REQUIRIN	G REMEDIATION						
#	FCSI #	Custodian	Site Name	Land Tenure	Region	Historical Site Activity	Latitude	Longitude	Type of Contamination
1.	230	CIRNAC	Thor Island/ Panarctic oil/h-28 well	Crown Land	Kitikmeot	Oil and gas exploration	78.123678	-103.177136	PHCs ground water, PHCs soil, BTEXs soil, Metal, metalloid, and organometallic water and soil
2.	231	CIRNAC	Rea Point (1) Melville Island	Crown Land	Kitikmeot	Oil and gas exploration	75.360989	-105.72743	PHCs, BTEXs, Metal, metalloid and organometallic water and soil
3.	244	CIRNAC	Drake Point- Sabine Peninsula/ Melville Island	Crown Land	Kitikmeot	Oil and gas exploration	67.205278	-118.591667	BTEXS Soil
4.	249	CIRNAC	Victoria Is. Area #16	Crown Land	Kitikmeot	Commercial/Industrial Operations	69.406003	-106.312316	Metal, metalloid, and organometallic and Other inorganics
5.	258	CIRNAC	Pioneer Is Devon Is.	Crown Land	Qikiqtani	Commercial/Industrial Operations	76.966521	-96.972585	BTEXs (benzene, toluene, ethylbenzene, and xylene) soil
6.	266	CIRNAC	Bathurst Island - Young Inlet	Crown Land	Qikiqtani	Oil and gas exploration	76.338411	-98.694458	Metal, metalloid, and organometallic surface water and soil and PHCs (petroleum hydrocarbons) in soil
7.	270	CIRNAC	Bathurst Island - Playfair Point	Crown Land	Qikiqtani	Oil and gas exploration	75.349722	-100.718333	PHCs (petroleum hydrocarbons) soil
8.	282	CIRNAC	Bathurst Island - Ile Vanier	Crown Land	Qikiqtani	Oil and gas exploration	76.133333	-104.033333	PHCs (petroleum hydrocarbons) soil
9.	286	CIRNAC	Lincoln Bay	Crown Land	Qikiqtani	Former Military Site	82.083333	-62	PHCs (petroleum hydrocarbons) soil
10.	288	CIRNAC	Lougheed Island (L1)	Crown Land	Qikiqtani	Oil and gas exploration	77.34953	-105.30697	PHCs (petroleum hydrocarbons) soil, Metal, metalloid, and organometallic surface water and soil
11.	289	CIRNAC	Lougheed Island - Cape Ahnighito	Crown Land	Qikiqtani	Oil and gas exploration	77.728759	-105.066644	PHCs (petroleum hydrocarbons), PAHs (polycyclic aromatic hydrocarbon), Metal, metalloid, and organometallic soil
12.	296	CIRNAC	South Somerset Is. (Fort Ross)	Crown Land	Kitikmeot	Commercial/Industrial Operations	72.009853	-94.236973	Metal, metalloid, and organometallic surface soil and soil
13.	298	CIRNAC	Stupart Island	Crown Land	Qikiqtani	Commercial/Industrial Operations	77.131858	-104.442311	PHCs (petroleum hydrocarbons), PAHs (polycyclic aromatic hydrocarbon), Metal, metalloid, and organometallic soil
14.	303	CIRNAC	Little Point	Crown Land	Qikiqtani	Commercial/Industrial Operations	75.021699	-106.370671	PAHs (polycyclic aromatic hydrocarbon) soil
15.	304	CIRNAC	Cape Isachsen, Ellef Ringnes Island	Crown Land	Qikiqtani	Oil and gas exploration	79.2779	-105.27716	PAHs (polycyclic aromatic hydrocarbon) soil
16.	341	CIRNAC	Asiak River	Crown Land	Kitikmeot	Former Mineral Exploration Site	67.617222	-114.465	PHCs (petroleum hydrocarbons) not available, Metal, metalloid, and organometallic soil
17.	343	CIRNAC	Coppermine/Kendall River	Crown Land	Kitikmeot	Commercial/Industrial Operations	67.116944	-116.123056	PHCs (petroleum hydrocarbons)
18.	346	CIRNAC	Coppermine/Tahiapik River	Crown Land	Kitikmeot	Former Mineral Exploration Site	67.281667	-116.925	PHCs (petroleum hydrocarbons)
19.	348	CIRNAC	Coppermine/Impact Lake	Crown Land	Kitikmeot	Former Mineral Exploration Site	67.572778	-117.077222	PHCs (petroleum hydrocarbons)
20.	354	CIRNAC	Coppermine Area	Crown Land	Kitikmeot	Commercial/Industrial Operations	67.403056	-115.165	PHCs (petroleum hydrocarbons) soil and surface soil
21.	358	CIRNAC	Speers Lake	Crown Land	Kitikmeot	Former Mineral Exploration Site	68.390278	-113.938889	PHCs (petroleum hydrocarbons), metal, metalloid, and organometallic soil
22.	380	CIRNAC	Otter & Montgomery Lakes	Crown Land	Kivalliq	Former Mineral Exploration Site	61.175	-97.897222	PHCs (petroleum hydrocarbons) soil, BTEXs (benzene, toluene, ethylbenzene, and xylene) soil, Metal, metalloid, and organometallic sediment and soil
23.	383	CIRNAC	Akpatok Island	Crown Land	Qikiqtani	Oil and gas exploration	60.426389	-68.133611	PHCs (petroleum hydrocarbons), PAHs (polycyclic aromatic hydrocarbon), Metal, metalloid, and organometallic soil
24.	395	CIRNAC	Cape Krusenstern	Crown Land	Kitikmeot	Commercial/Industrial Operations	68.385278	-113.956944	PHCs (petroleum hydrocarbons)
25.	400	CIRNAC	High Arctic - Dale Payne	Crown Land	Qikiqtani	Oil and gas exploration	77.436699	-105.444878	PHCs (petroleum hydrocarbons), BTEXs (benzene, toluene, ethylbenzene, and xylene), Metal, metalloid, and organometallic soil
26.	23604	CIRNAC	Coppermine Area	Crown Land	Kitikmeot	Former Mineral Exploration Site	66.383134	-111.857168	PHCs (petroleum hydrocarbons), metal, metalloid, and organometallic soil
27.	24109	CIRNAC	Pond Inlet (Guy's Bight)	Crown Land	Qikiqtani	Commercial/Industrial Operations	72.654685	-76.666407	PAHs (polycyclic aromatic hydrocarbon), Metal, metalloid, and organometallic soil
28.	24163	CIRNAC	Sherwood mining	Crown Land	Kitikmeot	Former Mineral Exploration Site	68.37985	-105.7651	PHCs (petroleum hydrocarbons) soil
29.	24164	CIRNAC	Booth Camp	Crown Land	Kitikmeot	Former Mineral Exploration Site	66.3111	-109.236212	PHCs (petroleum hydrocarbons) soil
30.	24167	CIRNAC	Bathurst Island - Bent Horn (Cameron Island)	Crown Land	Qikiqtani	Oil and gas exploration	76.32567	-104.08318	PHCs (petroleum hydrocarbons) ground water and soil, BTEXs (benzene, toluene, ethylbenzene, and xylene) soil, PAHs (polycyclic aromatic hydrocarbon) surface water, ground water and soil, Metal, metalloid, and organometallic surface water, ground

PAR	T B – SITES	REQUIRIN	G REMEDIATION						
#	FCSI#	Custodian	Site Name	Land Tenure	Region	Historical Site Activity	Latitude	Longitude	Type of Contamination
									water and soil, Halogenated Hydrocarbon soil, Other Physical/Chemical (pH, temperature, dissolved solids, turbidity, etc.) soil
31.	24258	CIRNAC	Romulus - Panarctic C-42 Well Site	Crown Land	Qikiqtani	Oil and gas exploration	79.852622	-84.376379	BTEXs (benzene, toluene, ethylbenzene, and xylene), PAHs (polycyclic aromatic hydrocarbon), Metal, metalloid, and organometallic soil
32.	24259	CIRNAC	Gemini - Panarctic E-10 Well Site	Crown Land	Qikiqtani	Oil and gas exploration	79.99016	-84.068984	PHCs (petroleum hydrocarbons),PAHs (polycyclic aromatic hydrocarbon),Metal, metalloid, and organometallic soil
33.	24260	CIRNAC	Lougheed Island - Skybattle Bay	Crown Land	Qikiqtani	Oil and gas exploration	77.244987	-105.131032	PHCs (petroleum hydrocarbons),PAHs (polycyclic aromatic hydrocarbon),Metal, metalloid, and organometallic soil
34.	24264	CIRNAC	Kristoffer Bay - Ringnes Island	Crown Land	Qikiqtani	Oil and gas exploration	78.251132	-102.543157	Metal, metalloid, and organometallic ground water
35.	24265	CIRNAC	Nanisivik 2	Crown Land	Qikiqtani	Former Mineral Exploration Site	72.977973	-83.986161	PHCs (petroleum hydrocarbons) soil
36.	25586	CIRNAC	Jericho Diamond Mine	Crown Land	Kitikmeot	Mine site	65.997778	-111.4825	PHCs (petroleum hydrocarbons) soil, metal, metalloid and organometallic soil
37.	25589	CIRNAC	Bathurst Island - N-12 Allison R	Crown Land	Qikiqtani	Oil and gas exploration	75.197778	-98.595	BTEXs (benzene, toluene, ethylbenzene, and xylene), Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-p-dioxin/dibenzofuran) in soil
38.	25590	CIRNAC	Bathurst Island - J-34 Bathurst Caledonia	Crown Land	Qikiqtani	Oil and gas exploration	75.558611	-98.716667	Metal, metalloid, and organometallic soil
39.	C1014001	CIRNAC	Iqaluit 7 - Upper Base	Municipal and Crown	Qikiqtani	Former Military Site	63.766667	-68.533333	Metal, metalloid, and organometallic soil, Other Organics other medium
40.	C1017001	CIRNAC	BAF-5 Resolution Island	Crown Land	Qikiqtani	Former Military Site	61.595833	-64.639722	PHCs (petroleum hydrocarbons), Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-p-dioxin/dibenzofuran) all in soil
41.	C1018001	CIRNAC	FOX-1 Rowley Island	Crown Land	Qikiqtani	Former Military Site	69.065278	-79.081944	Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-p-dioxin/dibenzofuran), Other organics all in soil
42.	C1019001	CIRNAC	FOX-A Bray Island	Crown Land	Qikiqtani	Former Military Site	69.216667	-77.233333	PHCs (petroleum hydrocarbons), Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-p-dioxin/dibenzofuran) in soil
43.	C1020001	CIRNAC	FOX-B Nadluardjuk	Crown Land	Qikiqtani	Former Military Site	68.616667	-73.2	PHCs (petroleum hydrocarbons), Metal, metalloid, and organometallic, and other organics in soil
44.	C1040001	CIRNAC	PIN-D Ross Point	Crown Land	Kitikmeot	Former Military Site	68.583333	-111.1	Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-p-dioxin/dibenzofuran), Pesticides, Other organics all in soil
45.	C1042001	CIRNAC	CAM-B Hat Island	Crown Land	Kitikmeot	Former Military Site	68.318056	-100.070278	PHCs (petroleum hydrocarbons), Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-p-dioxin/dibenzofuran) and other organics in soil
46.	C1044001	CIRNAC	PIN-C Bernard Harbour	Crown Land	Kitikmeot	Former Military Site	68.781925	-114.83388	Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-p-dioxin/dibenzofuran), Other organics in soil
47.	C1049001	CIRNAC	FOX-C Ekalugad Fiord	Crown Land	Qikiqtani	Former Military Site	68.7	-68.55	PHCs (petroleum hydrocarbons), PAHs (polycyclic aromatic hydrocarbon), Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-p-dioxin/dibenzofuran) in soil
48.	C1050001	CIRNAC	PIN-B Clifton Point	Crown Land	Kitikmeot	Former Military Site	69.2	-118.616667	Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-p-dioxin/dibenzofuran), Other organics soil
49.	381	CIRNAC	Pelly Lake	Crown Land	Kivalliq	Commercial/Industrial Operations	66.066667	-101.08333	Metal, metalloid, and organometallic surface water and sediment
50.	24257	CIRNAC	Bathurst Island - Stokes Range	Crown Land	Qikiqtani	Oil and gas exploration	76.344507	-101.585627	PHCs (petroleum hydrocarbons),PAHs (polycyclic aromatic hydrocarbon),Metal, metalloid, and organometallic soil
51.	23553	CIRNAC	Ennadai Lake	Crown Land	Kivalliq	Former Military Site	61.130833	-100.887222	PHCs (petroleum hydrocarbons), BTEXs (benzene, toluene, ethylbenzene, and xylene), PAHs (polycyclic aromatic hydrocarbon) soil, Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-pdioxin/dibenzofuran) other medium

PAR	T B – SITES	REQUIRIN	G REMEDIATION						
#	FCSI #	Custodian	Site Name	Land Tenure	Region	Historical Site Activity	Latitude	Longitude	Type of Contamination
52.	C1004001	CIRNAC	CAM-F Sarcpa Lake	Crown Land	Qikiqtani	Former Military Site	68.55	-83.316667	PHCs (petroleum hydrocarbons), Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-p-dioxin/dibenzofuran) all in soil
53.	C1056001	CIRNAC	Roberts Bay Mine	Crown Land	Kitikmeot	Mine site	68.1797	-106.5581	PHCs (petroleum hydrocarbons) soil, Metal, metalloid, and organometallic soil and surface water
54.	C1002001	CIRNAC	CAM-D Simpson Lake	Crown Land	Kitikmeot	Former Military Site	68.583333	-91.95	PHCs (petroleum hydrocarbons), PAHs (polycyclic aromatic hydrocarbon), Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-p-dioxin/dibenzofuran) soil
55.	C1003001	CIRNAC	CAM-E Keith Bay	Crown Land	Qikiqtani	Former Military Site	68.283333	-88.116667	Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-p-dioxin/dibenzofuran), Pesticides, Other organics all in soil
56.	316	CIRNAC	Mara River Area #3	Crown Land	Kitikmeot	Commercial/Industrial Operations	67.835	-115.187778	Unknown Pending Further Testing - FCSAP Step 1
57.	323	CIRNAC	Low Lake	Crown Land	Kitikmeot	Commercial/Industrial Operations	69.2175	-118.618611	Unknown Pending Further Testing - FCSAP Step 1
58.	336	CIRNAC	Victoria Is. Area #15	Crown Land	Kitikmeot	Commercial/Industrial Operations	65.75	-111.25	Unknown Pending Further Testing - FCSAP Step 1
59.	356	CIRNAC	Decca Site, Stephannson Island	Crown Land	Qikiqtani	Commercial/Industrial Operations	73.766	-105.295	Unknown Pending Further Testing - FCSAP Step 2
60.	23565	CIRNAC	Angimayok	Crown Land	Kitikmeot	Commercial/Industrial Operations	67.81697	-116.93149	Unknown Pending Further Testing - FCSAP Step 1
61.	23569	CIRNAC	Parry Bay	Crown Land	Kitikmeot	Commercial/Industrial Operations	67.929048	-116.989855	Unknown Pending Further Testing - FCSAP Step 1
62.	23592	CIRNAC	Bathurst Inlet Area #01	Crown Land	Kitikmeot	Commercial/Industrial Operations	67.216667	-117.470278	Unknown Pending Further Testing - FCSAP Step 1
63.	25573	CIRNAC	Axel Heiburg Island - Color Lake	Crown Land	Qikiqtani	Commercial/Industrial Operations	70.946111	-68.283333	Unknown Pending Further Testing - FCSAP Step 2
64.	23593	CIRNAC	Bathurst Inlet Area #03	Crown Land	Kitikmeot	Commercial/Industrial Operations	67.648056	-111.494444	Unknown Pending Further Testing - FCSAP Step 1
65.	24572	RCMP	Sanikiluaq RCMP Detachment Site	Crown Land - RCMP owned	Qikiqtani	RCMP detachment	56.54184	-79.22428	PHC Soil, Metals Soil
66.	26398	RCMP	Igloolik RCMP Detachment	Crown Land - RCMP owned	Qikiqtani	RCMP detachment	69.37778	-81.79788	PHC Surface Soil
67.	20264001	NRCAN	Resolute-South Camp	Crown Land	Qikiqtani	Commercial/Industrial Operations	74.689233	-94.896167	(PHC impacted soil, metals impacted soil)
68.	23386	NRCAN	Eureka, Abandoned Drum Site (Hell's Gate)	Crown Land	Qikiqtani	Fuel Related Practices	76.5	-89.3333	metal and PHC impacted soil (debris removed)
69.	2522	ECCC	Eureka HAWS - APEC A-8 - DND Bio- Treatment Cell		Qikitani	Institutional Fuel storage/handling and waste management	80	-85.9331	PHC impacted surface soils
70.	2747	ECCC	Eureka HAWS - Eureka High Arctic Weather Station	Crown land	Qikiqtani	Institutional Fuel storage/handling and waste management	79.990762	-85.858609	PHC, BTEX, PAH, metal, metalloid, organometallic impacted sediments, surface soils and soils
71.	8493	DND	BAF-2	Crown land	Qikiqtani	Radar facility and former military site	64.9494	-63.5781	Soil contaminated w. PHCs (petroleum hydrocarbons). Nature and Source of Contamination says Fuel Related Practices
72.	8495	DND	CAM-B	Crown - DND Owned	Kitikmeot	Radar facility and former military site	68.3182	-100.07	Soil contaminated w. PHCs (petroleum hydrocarbons). Nature and Source of Contamination says Fuel Related Practices
73.	8497	DND	FOX-1	Crown - DND Owned	Qikiqtani	Radar facility and former military site	69.0671	-79.0647	A preliminary Phase II Environmental Assessment has been completed. The assessment shows PCB, lead and hydrocarbon contamination.
74.	8498	DND	FOX-A	Crown - DND Owned	Qikiqtani	Radar facility and former military site	69.2241	-77.2301	A preliminary Phase II Environmental Assessment has been completed. The assessment shows several types of contamination i.e. PCBs, copper, cadmium and arsenic.
75.	8668	DND	FOX-4, Cape Hooper	Crown - DND Owned	Qikiqtani	Radar facility and former military site	68.4725	-66.7986	Soil contaminated w. PHCs (petroleum hydrocarbons). Nature and Source of Contamination says Fuel Related Practices
76.	8669	DND	FOX-5, Broughton Island	Crown Land	Qikiqtani	Radar facility and former military site	67.5356	-63.7889	Soil contaminated with PHCs (petroleum hydrocarbons). Nature and Source of Contamination says Fuel Related Practices
77.	24931	DND	FOX-3 Dewar Lakes, Nunavut	Crown Land	Qikiqtani (Baffin)	Radar facility and former military site	68.65	-71.2364	Soil contaminated with PHCs (petroleum hydrocarbons), and BTEXs (benzene, toluene, ethylbenzene, and xylene). Nature and Source of Contamination says Fuel Related Practices

PAR	T B – SITES	REQUIRIN	G REMEDIATION						
#	FCSI #	Custodian	Site Name	Land Tenure	Region	Historical Site Activity	Latitude	Longitude	Type of Contamination
78.	24958	DND	FOX-M Hydrocarbon Plume	Crown - DND Owned	Qikiqtani	Radar facility and former military site	68.7608	-81.226	Soil contaminated w. PHCs (petroleum hydrocarbons). Nature and Source of Contamination says Fuel Related Practices
79.	24959	DND	CAM-M Hangar Legacy Hydrocarbon Plume	Crown - DND Owned	Kitikmeot	Radar facility and former military site	69.1164	-105.1182	Soil contaminated w. PHCs (petroleum hydrocarbons). Nature and Source of Contamination says Fuel Related Practices
80.	20247006	DND	Alert Oxidator Building (Back of Bldg)/ Alert Main Station (FCSI name)	Crown Land	Qikiqtani	Military station	82.4981	-62.3367	Surface water contaminated w. PHCs (petroleum hydrocarbons), PAHs (polycyclic aromatic hydrocarbon) and Metal, metalloid, and organometallic. Soil contaminated w. PHCs (petroleum hydrocarbons) and Metal, metalloid, and organometallic. Groundwater contaminated w. PAHs (polycyclic aromatic hydrocarbon) and Metal, metalloid, and organometallic. Nature and Source of Contamination says Fuel Related Practices
81.	20247029	DND	Alert Airstrip Diesel Pipeline / Alert Airfield	Crown – DND Owned	Qikiqtani	Military station	82.4998	-62.3611	Soil water contaminated w. PHCs (petroleum hydrocarbons), BTEXs (benzene, toluene, ethylbenzene, and xylene), Metal, metalloid, and organometallic. Nature and Source of Contamination says Fuel Related Practices
82.	34422003	DND	BAF-3 LRR (Brevoort) - Pallet Line- Lower	Crown - DND Owned	Qikiqtani	Radar facility and former military site	63.3194	-64.1401	Soil contaminated w. Metal, metalloid, and organometallic. Nature and Source of Contamination says Military and Former Military Sites Additional DND information says soil contaminated w. PCBs, PHC, BTEX, PAHs, VOCs (dioxons and furans) and inorganic elements. Debris located throughout site.
83.	34422006	DND	BAF-3 Brevoort Island LRR	Crown - DND Owned	Qikiqtani	Radar facility and former military site	63.3403	-64.1569	FCSI information says soil contaminated w. PCBs (Polychlorinated Biphenyl). Nature and Source of Contamination says Military and Former Military Sites  Additional DND information says soil contaminated w. PCBs, PHC, BTEX, PAHs, VOCs (dioxons and furans) and inorganic elements. Debris located throughout site.
84.	34430001	DND	Northern Fuel Cache Site- Resolution Island (BAF-5)	Crown - DND Owned	Qikiqtani	Radar facility and former military site	61.5831	-64.6425	Soil contaminated w. PHCs (petroleum hydrocarbons). Nature and Source of Contamination says Fuel Related Practices
85.	69765001	DND	CAM-2 SRR (Gladman Point) - Site Summit	Crown Land	Kitikmeot	Radar facility and former military site	68.6764	-97.8033	Soil contaminated w. PHCs (petroleum hydrocarbons). Nature and Source of Contamination says Military and Former Military Sites
86.	69766001	DND	CAM-D SRR (Simpson Lake) - Site Summit	Crown Land	Kitikmeot	Radar facility and former military site	68.5925	-91.9836	Soil contaminated w. PHCs (petroleum hydrocarbons) and Metal, metalloid, and organometallic. Nature and Source of Contamination says Fuel Related Practices
87.	69775001	DND	FOX-B SRR (Nadluardjuk Lake) - North- West of Site Summit	Crown - DND Owned	Qikiqtani	Radar facility and former military site	68.6195	-73.2131	Soil contaminated with PHCs (petroleum hydrocarbons) and BTEXs (benzene, toluene, ethylbenzene, and xylene). Nature and Source of Contamination says Fuel Related Practices
88.	70002001	DND	PIN-3 LRR, Lady Franklin Point - Site Summit	Crown Land	Kitikmeot	Radar facility and former military site	68.4758	-113.22	Soil contaminated w. PHCs (petroleum hydrocarbons). Nature and Source of Contamination says Military and Former Military Sites
89.	70069014	DND	Eureka- North Airstrip Apron	Crown Land	Qikiqtani	Military station	79.9977	-85.8406	Soil contaminated w. PHCs (petroleum hydrocarbons) and BTEXs (benzene, toluene, ethylbenzene, and xylene), PAHs (polycyclic aromatic hydrocarbon). Nature and Source of Contamination says Fuel Related Practices
90.	C7013001	DND	DEW Line - PIN-2 Cape Young	Crown Land	Kitikmeot	Military station	68.9297	-116.929	Site was impacted by historical military use. Soil contaminants included petroleum hydrocarbons, metals and PCBs.
91.	C7014001	DND	DEW Line - CAM-M Cambridge BayKitikmeot	Crown - DND Owned	Kitikmeot	Military station	69.115	-105.119	Site was impacted by historical military use. Soil contaminants included petroleum hydrocarbons, metals and PCBs.
92.	C7015001	DND	DEW Line - PIN-4 Byron Bay	Crown Land	Kitikmeot	Military station	68.7583	-109.07	Site was impacted by historical military use. Soil contaminants included petroleum hydrocarbons, metals and PCBs.
93.	C7016001	DND	DEW Line - PIN-3 Lady Franklin Point	Crown Land	Kitikmeot	Military station	68.4789	-113.227	Site was impacted by historical military use. Soil contaminants included petroleum hydrocarbons, metals and PCBs.
94.	C7017001	DND	DEW Line - CAM-1 Jenny Lind Island	Crown Land	Kitikmeot	Military station	68.6772	-101.724	Site was impacted by historical military use. Soil contaminants included petroleum hydrocarbons, metals and PCBs.
95.	C7018001	DND	DEW Line - CAM-2 Gladman Point	Crown Land	Kitikmeot	Military station	68.6758	-97.8031	Site was impacted by historical military use. Soil contaminants included petroleum hydrocarbons, metals and PCBs.
96.	C7019001	DND	DEW Line - CAM-4 Pelly Bay	Crown Land	Kitikmeot	Military station	68.4375	-89.7183	Site was impacted by historical military use. Soil contaminants included petroleum hydrocarbons, metals and PCBs.

PAR	T B – SITES	REQUIRIN	G REMEDIATION						
#	FCSI #	Custodian	Site Name	Land Tenure	Region	Historical Site Activity	Latitude	Longitude	Type of Contamination
97.	C7020001	DND	DEW Line - CAM-5 Mackar Inlet	Crown Land	Qikiqtani	Military station	68.3044	-85.6628	Site was impacted by historical military use. Soil contaminants included petroleum hydrocarbons, metals and PCBs.
98.	C7021001	DND	DEW Line - FOX-M Hall Beach Qikiqtani	Crown - DND Owned	Qikiqtani	Military station	68.7608	-81.2253	Site was impacted by historical military use. Soil contaminants included petroleum hydrocarbons, metals and PCBs.
99.	C7022001	DND	DEW Line - FOX-2 Longstaff Bluff	Crown Land	Qikiqtani	Military station	68.8964	-75.1561	Site was impacted by historical military use. Soil contaminants included petroleum hydrocarbons, metals and PCBs.
100.	C7023001	DND	DEW Line - FOX-3 Dewar Lake	Crown Land	Qikiqtani	Military station	68.6492	-71.235	Site was impacted by historical military use. Soil contaminants included petroleum hydrocarbons, metals and PCBs.
101.	C7024001	DND	DEW Line - FOX-4 Cape Hooper	Crown Land	Qikiqtani	Military station	68.47	-66.7989	Site was impacted by historical military use. Soil contaminants included petroleum hydrocarbons, metals and PCBs.
102.	C7025001	DND	DEW Line - FOX-5 Broughton Island	Crown Land	Qikiqtani	Military station	67.5363	-63.7889	Site was impacted by historical military use. Soil contaminants included petroleum hydrocarbons, metals and PCBs.
103.	C7026001	DND	DEW Line - DYE-M Cape Dyer	Crown Land	Qikiqtani	Military station	66.6653	-61.3561	Site was impacted by historical military use. Soil contaminants included petroleum hydrocarbons, metals and PCBs.
104.	C7027001	DND	DEW Line - CAM-3 Shepherd Bay	Crown Land	Kitikmeot	Military station	68.7919	-93.4397	Site was impacted by historical military use. Soil contaminants included petroleum hydrocarbons, metals and PCBs.
105.	2333	DFO	Cape Poillon Range - Burn Location	Crown Land	Qikiqtaaluk	Range Site (Category 5)	63.1325	-67.869722	Metal, metalloid, and organometallic
106.	13056	DFO	Long Island - Burn location	Crown Land	Qikiqtaaluk	Daymark/Daybeacon - Navigation Adi	63.720496	-68.491827	Metal, metalloid, and organometallic
107.	16293	DFO	Resolute Bay #1 (Around front tower)	Crown Land	Qikiqtaaluk	Range Site (Category 5)	74.68406044	-94.89164672	BTEXs (benzene, toluene, ethyl benzene, and xzylene); Metal, metalloid, and organometallic; PHCs (petroleum hydrocarbons)
108.	16298	DFO	Resolute Bay MCTs Rx (Unassessed)	Crown Land	Qikiqtaaluk	Peripheral VHF Site (Category 4)	74.73914	-95.00638	Unknown Pending Further Testing - FCSAP Step 2
109.	16299	DFO	Resolute Bay (Quasuittuk) MCTs Tx (Unassessed)	Crown Land	Qikiqtaaluk	Peripheral VHF Site (Category 4)	74.74668	-95.00331	Unknown Pending Further Testing - FCSAP Step 2
110.	16317	DFO	Cambridge Bay /ranges #1 & #3	Crown Land	Kitikmeot	Range Site (Category 5)	69.04825	-104.911667	Metal, metalloid, and organometallic
111.	16329	DFO	Cape Penrhyn - no contaminants identified	Crown Land	Qikiqtaaluk	Radar Reflector (Category 5)	67.451111	-81.191667	Metal, metalloid, and organometallic
112.	16339	DFO	Coral Harbour MCTS Tx - surrounding structure	Crown Land	Kivalliq	Peripheral VHF Site (Category 4)	64.149647	-83.376808	PAHs (polycyclic aromatic hydrocarbon)
113.	16341	DFO	Delta Island - surrounding structure	Crown Land	Kitikmeot	RACON - Navigation Aid	68.590997	-100.030078	Metal, metalloid, and organometallic
114.	16354	DFO	Flagstaff Point - surround structure	Crown Land	Kitikmeot	Daymark/Daybeacon - Navigation Adi	69.055559	-105.099726	N/A
115.	16360	DFO	Resolution Island (Radio Island) - Unassessed	Crown Land	Qikiqtaaluk	Peripheral VHF Site (Category 4)	61.311111	-64.869396	Unknown Pending Further Testing - FCSAP Step 1
116.	16362	DFO	Hook Island - area surrounding nav-aid	Crown Land	Kitikmeot	Daymark/Daybeacon - Navigation Adi	68.584272	-97.660666	Metal, metalloid, and organometallic
117.	16367	DFO	Button Islands	Crown Land	Qikiqtaaluk	Minor Shore Light (Category 5)	60.693125	-64.624572	Metal, metalloid, and organometallic
118.	16373	DFO	Monument Island	Crown Land	Qikiqtaaluk	Minor Shore Light (Category 5)	63.696697	-68.5096	Metal, metalloid, and organometallic
119.	16378	DFO	Walrus Island (Fisher Strait) - Burn location	Crown Land	Kivalliq	Minor Shore Light (Category 5)	62.274515	-83.684696	Metal, metalloid, and organometallic
120.	16379	DFO	Walrus Island (Fisher Strait) - Burn location	Crown Land	Kivalliq	Minor Shore Light (Category 5)	62.274515	-83.684696	Metal, metalloid, and organometallic
121.	16384	DFO	Killiniq MCTS (Killinek) (Vicinity of generator trailer)	Crown Land	Qikiqtaaluk	Peripheral VHF Site (Category 4)	60.424694	-64.841917	PHCs (petroleum hydrocarbons)
122.	16393	DFO	McClintock Point - Surrounding structure	Crown Land	Kitikmeot	RACON - Navigation Aid	69.3125	-99.883059	Metal, metalloid, and organometallic
123.	16409	DFO	Ewerat Point (Barlett Point)	Crown Land	Qikiqtaaluk	Radar Reflector (Category 5)	69.094097	-79.212	Metal, metalloid, and organometallic
124.	16438	DFO	Unnamed Daymark West - Around Daybeacon	Crown Land	Kitikmeot	Daymark/Daybeacon - Navigation Adi	69.059722	-105.183333	Metal, metalloid, and organometallic

PART	Г B – SITES	REQUIRIN	G REMEDIATION						
#	FCSI #	Custodian	Site Name	Land Tenure	Region	Historical Site Activity	Latitude	Longitude	Type of Contamination
125.	16439	DFO	Taylor Point Racon - Former battery disposal site	Crown Land	Kitikmeot	RACON - Navigation Aid	69.619795	-95.589369	Metal, metalloid, and organometallic
126.	16443	DFO	Tinney Point Racon	Crown Land	Kitikmeot	RACON - Navigation Aid	69.348398	-119.824722	Metal, metalloid, and organometallic
127.	16445	DFO	Tullock Point	Crown Land	Kitikmeot	Daymark/Daybeacon - Navigation Adi	68.51642	-97.124001	Metal, metalloid, and organometallic
128.	16448	DFO	Unnamed Island near Cape Isabella	Crown Land	Kitikmeot	Daymark/Daybeacon - Navigation Adi	69.4262738	-93.892131	Metal, metalloid, and organometallic
129.	16450	DFO	Unnamed Island No. 4	Crown Land	Kitikmeot	Daymark/Daybeacon - Navigation Adi	68.5261451	-99.334982	Metal, metalloid, and organometallic
130.	16451	DFO	Unnamed Island No. 8 - Unassessed	Crown Land	Kitikmeot	Daymark/Daybeacon - Navigation Adi	68.689753	-99.786083	Unknown Pending Further Testing - FCSAP Step 1
131.	16454	DFO	Simpson Strait #1 (Unnamed Range #1)	Crown Land	Kitikmeot	Range Site (Category 5)	68.614234	-97.624999	Metal, metalloid, and organometallic; PHCs (petroleum hydrocarbons)
132.	16459	DFO	Wiik Island - structure	Crown Land	Kitikmeot	RACON - Navigation Aid	68.518655	-99.553346	Metal, metalloid, and organometallic
133.	16469	DFO	Coral Harbour MCTS Rx - surrounding structure	Crown Land	Kivalliq	Peripheral VHF Site (Category 4)	64.2145	-83.28542	Unknown Pending Further Testing - FCSAP Step 2
134.	16470	DFO	Bear Island - surrounding structure	Crown Land	Kivalliq	Minor Shore Light (Category 5)	64.0114167	-83.2166389	Metal, metalloid, and organometallic
135.	16484	DFO	Pangnirtung Wharf	Crown Land	Qikiqtaaluk	Wharf (Category 6)	66.14888	-65.70833	Unknown Pending Further Testing (FCSAP Step 3)
136.	16508	DFO	Nauyuk Research Camp	Crown Land	Kitikmeot	Field Camp/Cabin (Category 2)	68.346568	-107.68674	BTEXs (benzene, toluene, ethyl benzene, and xzylene); Metal, metalloid, and organometallic; PHCs (petroleum hydrocarbons)
137.	16525	DFO	D'Iberville Fjord (Unassessed)	Crown Land	Qikiqtaaluk	Field Camp/Cabin (Category 2)	80.606944	-79.479167	Unknown Pending Further Testing - FCSAP Step 1
138.	16545	DFO	Elsie 2	Crown Land	Qikiqtaaluk	Radar Reflector (Category 5)	58.826389	-79.136389	Metal, metalloid, and organometallic
139.	23066	DFO	Killiniq MCTS (Killinek) (Burn area 90m east of MCTS Bldg)	Crown Land	Qikiqtaaluk	Peripheral VHF Site (Category 4)	60.424556	-64.839194	BTEXs (benzene, toluene, ethyl benzene, and xzylene); Metal, metalloid, and organometallic; PHCs (petroleum hydrocarbons)
140.	16354	DFO	Flagstaff Point - Surrounding structure	Crown Land	Kitikmeot	Daymark/Daybeacon - Navigation Adi	69.055559	-105.099726	Metal, metalloid, and organometallic
141.	16365	DFO	Arctic Island - Minor Shore Light	Crown Land	Qikiqtaaluk	Minor Shore Light (Category 5)	62.241728	-74.761131	Metal, metalloid, and organometallic
142.	8328	Parks Canada	Fort Conger Historic Site	Crown Land	Qikiqtaaluk	Expedition Base and Scientific Research Camp	81.752222	-64.826111	PAHs (polycyclic aromatic hydrocarbon) & Metal, metalloid, and organometallic
143.	910	Parks Canada	Gilman River	Crown Land	Qikiqtaaluk	Airstrip	81.825	-71.335	PHCs (petroleum hydrocarbons)
144.	2849	ECCC	McConnell River - Bird Sanctuary	Crown land	Kivalliq	Bird Research Facility	60.833056	-94.333056	Metal, metalloid, and organometallic impacted soils.
145.	20832120	ECCC	Cambridge Bay Upper Air Station (Consolidated)	Crown Land	Kitikmeot	Meteorological Service of Canada Site	69.12944	-105.05831	PHC and BTEX impacted groundwater. PHC, metal, metalloid, organometallic, and other physical/chemical impacted surface soils.
146.	7525123	ECCC	Isachsen High Arctic Weather Station	Crown Land	Qikiqtani	Weather Station	78.791839	-103.55402	PHC and BTEX impacted soils. PAH impacted soils and sediments. Metal, metalloid, and organometallic impacted surface water, soils and sediments. Other organics impacted soils. Other physical /chemical impacted soils and surface water.
147.	27530	ECCC	Neil Trivet GAW lab (BAPMoN-Alert)	Crown Land - DND Owned	Qikiqtani	Meteorological Service of Canada Site	82.453499	-62.513541	PHC Contaminated Soil
148.	2732	ECCC	Baker Lake Upper Air Station	Crown Land	Kivalliq	Meteorological Service of Canada Site	64.31902	-95.999	PHC impacted surface soils

PAR	RT C – REMEDIATE	D SITES									
#	FCSI#	Custodian	Site Name	Land Tenure	Region	Historical Site Activity	Latitude	Longitude	Type of Contamination	Summary of Remediation Measures	Long Term Monitor- ing
1.	311	CIRNAC	Cape Dorset 2 (Nottingham Island)	Crown Land	Qikiqtani	Former Weather Station	63.111974	-77.938633	PHCs (petroleum hydrocarbons), Metal, metalloid, and organometallic soil	Environmental Site Assessment completed between 2012 and 2013. Mobilization to site began 2014, remediation and contractor demobilized in 2017. Work included on site remediation of PHC contaminated soils; excavation, containerization and off-site disposal of metal impacted soils; demolition, containerization and off-site disposal of structures; emptying and washing of pipelines and fuel tanks for off-site disposal; collection of waste and debris for off-site disposal. No Long Term Monitoring required as all alterations requiring remediation were addressed.	No
2.	347	CIRNAC	Hope Lake - Willow Creek	Crown Land	Kitikmeot	Former Mineral Exploration site	67.363333	-116.003611	PHCs (petroleum hydrocarbons) soil, Metal, metalloid, and organometallic soil	Remediation at the site began in the summer of 2012, with completion, and demobilization occurring in the winter of 2014. Work included: Non-treated wood waste was collected, incinerated, and disposed of off site; Aqueous liquid waste was tested, consolidated, and discharged as wastewater; Non-hazardous waste was collected, contained, packaged, and disposed at an off-site facility; All hazardous waste was collected, contained, packaged, and disposed at an off-site facility; Metal and Salt-impacted soils were removed, contained, staged, and transported off site for final disposal; Petroleum Hydrocarbon soils were collected, treated at the on-site Soil Treatment Area, and then regraded out to match the natural topography; Confirmatory sampling completed and no further action required. No Long Term Monitoring required as all alterations requiring remediation were addressed.	No
3.	23429	CIRNAC	Hope Lake	Crown Land	Kitikmeot	Former Mineral Exploration site	67.441667	-116.466667	PHCs (petroleum hydrocarbons) soil, Metal, metalloid, and organometallic soil and other medium	Environmental, archaeological, and geotechnical assessments of the site were conducted in 2010. A remedial action plan was finalized in 2011 with input from the community of Kugluktuk. Remediation at the site began in the summer of 2012, with completion, and demobilization occurring in the winter of 2014. Work included: Non-treated wood waste was collected, incinerated, and disposed of off site; Aqueous liquid waste was tested, consolidated, and discharged as wastewater; Nonhazardous waste was collected, contained, packaged, and disposed at an off-site facility; All hazardous waste was collected, contained, packaged, and disposed at an off-site facility; Metal and Salt-impacted soils were removed, contained, staged, and transported off site for final disposal; Petroleum Hydrocarbon soils were collected, treated at the on-site Soil Treatment Area, and then regraded out to match the natural topography; Confirmatory sampling completed and no further action required. No Long Term Monitoring required as all alterations requiring remediation were addressed.	No
4.	24129	CIRNAC	Hope Lake - Cabin South of WK172	Crown Land	Kitikmeot	Former Mineral Exploration site	67.336111	-115.989167PHCs	PHCs (petroleum hydrocarbons) soil	Environmental, archaeological, and geotechnical assessments of the site were conducted in 2010. A remedial action plan was finalized in 2011 with input from the community of Kugluktuk. Remediation at the site began in the summer of 2012, with completion, and demobilization occurring in the winter of 2014. Work included: Non-treated wood waste was collected, incinerated, and disposed of off site; Aqueous liquid waste was tested, consolidated, and discharged as wastewater; Non-hazardous waste was collected, contained, packaged, and disposed at an off-site facility; All hazardous waste was collected, contained, packaged, and disposed at an off-site facility; Metal and Salt-impacted soils were removed, contained, staged, and transported off site for final disposal; Petroleum Hydrocarbon soils were collected, treated at the on-site Soil Treatment Area, and then regraded out to match the natural topography; Confirmatory sampling completed and no further action	No

PAI	PART C – REMEDIATED SITES										
#	FCSI#	Custodian	Site Name	Land Tenure	Region	Historical Site Activity	Latitude	Longitude	Type of Contamination	Summary of Remediation Measures	Long Term Monitor- ing
										required. No Long Term Monitoring required as all alterations requiring remediation were addressed.	
5.	C1015001	CIRNAC	Radio Island	Crown Land	Qikiqtani	Former Weather Station	61.311667	-64.871944	PHCs (petroleum hydrocarbons) surface water, Metal, metalloid, and organometallic soil	Environmental site assessments were completed in 1996 and 2001. Remediation began in 2007 and the final site inspection was completed September 2009. Remediation work included: Collection and disposal of more than 1,700 cubic metres of soil, and more than 200 cubic metres of non-hazardous waste; On-site treatment of 500,000 litres of water contaminated with heavy metals. One building was left as an emergency shelter at the community's request. Confirmatory sampling completed and no further action required. No Long Term Monitoring required as all alterations requiring remediation were addressed.	No
6.	C1001001	CIRNAC	CAM-C Matheson Point	Crown Land	Kitikmeot	Former Military Site	68.833333	-95.216667	PHCs (petroleum hydrocarbons), Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-p-dioxin/dibenzofuran), Other organics all in soil	Phase 1 and Phase 2 Environmental Site Assessments were conducted in 1992. An enhanced Phase 2 Environmental Site Assessment was completed in August 2011. A Phase 3 Environmental Site Assessment was completed in 2013 and the Remedial Action Plan was developed in 2014. In summer 2017, the contractor, Englobe, mobilized to the site to begin remediation work. Remediation was completed in 2018. Remediation work included: Collected, packaged, and shipped hazardous and non-hazardous waste to a licensed off-site facility; Excavated, packaged, and shipped Tier I and Tier II contaminated soils to a licensed off-site facility; Excavated and treated PHC contaminated soils at an on-site landfarm which was later decommissioned; Removed and containerized surface debris for off-site disposal; Excavated and segregated the Airstrip Landfill to waste streams, and disposed as per each waste stream, backfilled the excavation with clean soils; Confirmatory sampling completed and no further action required. No Long Term Monitoring required as all alterations requiring remediation were addressed.	No
7.	23576	CIRNAC	Contwoyto Lake/Contwoyto Island	Crown Land	Kitikmeot	Former Military Site	65.48481	-110.37593	Metal, metalloid, and organometallic soil and other medium, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-p-dioxin/dibenzofuran) other medium	Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) completed a Phase 1 and Phase 2 Environmental Site Assessment in 2010, and a Phase 3 Environmental Site Assessment was conducted in summer 2013. This site began remediation in summer 2014 and was completed March 2015. Work included: Hazardous material abatement; Demolition of four structures; Excavation and on-site treatment of petroleum hydrocarbon (PHC)-impacted soils; Collection and consolidation of discarded drums and residual contents; Waste debris collection, consolidation, packaging, and off-site transport of metals-impacted soils; Backfill and regrading of excavated areas to reinstate former grades across the site; Confirmatory sampling completed and no further action required. No Long Term Monitoring required as all alterations requiring remediation were addressed.	No
8.	C1016001	CIRNAC	Padloping Island	Crown Land	Qikiqtani	Former Weather Station	67.1	-62.33333	PHCs (petroleum hydrocarbons), Metal, metalloid, and organometallic soil	CIRNAC completed detailed environmental, archaeological, and geotechnical assessments of Padloping Island in 2010. Remediation of this project began in 2012 and was completed in 2017. Work included: Collection, segregation, and packaging of surface debris; Unexploded ordinance collection and destruction; Excavation and containerization of metal contaminated soils; Excavation and treatment of hydrocarbon contaminated soils; Classification, consolidation, incineration, and containerization of barrel contents, including washing, and crushing of empty barrels; Off-site transport and disposal of all contaminated soils and waste; Confirmatory sampling completed and no further action required. No Long Term Monitoring required as all alterations requiring remediation were addressed.	No

PAF	PART C – REMEDIATED SITES											
#	FCSI#	Custodian	Site Name	Land Tenure	Region	Historical Site Activity	Latitude	Longitude	Type of Contamination	Summary of Remediation Measures	Long Term Monitor- ing	
9.	C1021001	CIRNAC	FOX-D Kivitoo	Crown Land	Qikiqtani	Former Military Site	67.951667	-64.916667	Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-pdioxin/dibenzofuran), Other organics in soil	Phase 1 and 2 Environmental Site Assessments were completed in 1993. An enhanced Phase 2 Environmental Site Assessment was completed in August 2011. A Phase 3 Environmental Site Assessment was completed in August 2011. A Phase 3 Environmental Site Assessment was conducted on the site in August 2013. Site remediation began in September 2016 and completed in 2019. Remediation work included: Construction of a landfarm for soil treatment; Excavation of Tier 1 and Type A contaminated soil; Excavation and on-site treatment of Type B PHC contaminated soil; Excavation, segregation, and packaging of debris for removal off site; Borrow source development; Demolition of structures and hazardous materials abatement; Demobilization of all debris, hazardous materials, and soil bagged for transportation off site; Confirmatory sampling completed and no further action required. No Long Term Monitoring required as all alterations requiring remediation were addressed.	No	
10.	C1022001	CIRNAC	FOX-E Durban Island	Crown Land	Qikiqtani	Former Military Site	67.083333	-62.116667	PHCs (petroleum hydrocarbons), Metal, metalloid, and organometallic, PCBs (Polychlorinated Biphenyl) and PCDD/Fs (polychlorinated dibenzo-pdioxin/dibenzofuran) soil	CIRNAC completed detailed environmental, archaeological, and geotechnical assessments of FOX-E Durban Island in 2010. Remediation of this project began in 2012 and was completed in 2016. Work included: Collection, segregation, and packaging of surface debris; Unexploded ordinance collection and destruction; Excavation and containerization of metal contaminated soils; Excavation and treatment of hydrocarbon contaminated soils; Classification, consolidation, incineration, and containerization of barrel contents, including washing, and crushing of empty barrels; Off-site transport and disposal of all contaminated soils and waste; Confirmatory sampling completed and no further action required. No Long Term Monitoring required as all alterations requiring remediation were addressed.	No	
11.	70069013	DND	DND - Eureka - New Grey Water Outfall	Crown	Qikiqtani (Baffin)	Military station	79.9944	-85.8443	Surface water contaminated w. Metal, metalloid, and organometallic, Other inorganics, Other Organics and Other Physical/Chemical (pH, temperature, dissolved solids, turbidity, etc.). Sediment and Soil contaminated w. Metal, metalloid, and organometallic. Nature and Source of Contamination says Landfills/Waste Sites	Historical assessment work was conducted at the New Grey Water Outfall Site, i.e. sampling, site characterization and annual monitoring etc. A 2017 Site Closure Report was completed to summarize the environmental status of this contaminated site, to demonstrate that the management objectives have been satisfied, and document the rationale for closure of this contaminated site in the FCSI. Site was closed in the FCSI in FY2017/2018 as the outfall is considered to part of the operational sewage treatment facility and will continue to be operated and maintained according to the requirement of the applicable NWB license.	No	
12.	16497	DFO	Iqaluit Storage Facility - building 1012	Crown Land	Qikiqtaaluk	Storage (Category 2)	63.75	-68.516667	PHCs (petroleum hydrocarbons)	Following the removal of two ASTs in May of 2013, staining was noticed under the spill pan/trays and emergency excavation was undertaken. Confirmatory sampling and backfilling was completed and accepted by the Department of Nunavut by Oct of 2013. Additional excavation and sampling completed in summer 2013 confirmed that the soils on the surface are safe. Phase III ESA 2015, indicated the preferred option for the site is anticipated to be Risk Management of the underlying impacts in soil. A risk assessment (Siciliano, 2008) was undertaken for the region to evaluate impacts on human and ecological health and found no significant impacts, should at-depth impacts remain buried. Remedial activity for the site is not recommended until the upgradient impact source has been effectively negated.	No	
13.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Back River below Beechy Lake	Crown Land	Kitikmeot	Hydrometric station operations	65.187222	-106.085833	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No	

PAR	PART C – REMEDIATED SITES											
#	FCSI#	Custodian	Site Name	Land Tenure	Region	Historical Site Activity	Latitude	Longitude	Type of Contamination	Summary of Remediation Measures	Long Term Monitor- ing	
14.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Baillie River near the mouth	Crown Land	Kitikmeot	Hydrometric station operations	65.010556	-104.490556	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No	
15.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Baker Lake at Baker Lake	Crown Land	Kivalliq	Hydrometric station operations	64.319444	-96.030556	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No	
16.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Baker Lake at Baker Lake	Crown Land	Kivalliq	Hydrometric station operations	64.319444	-96.030556	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No	
17.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Burnside River near the mouth	Crown Land	Kitikmeot	Hydrometric station operations	66.726111	-108.813056	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No	
18.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Contwoyto Lake at Lupin Mine	Crown Land	Kitikmeot	Hydrometric station operations	65.776944	-111.216944	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No	
19.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Ellice River near the mouth	Crown Land	Kitikmeot	Hydrometric station operations	67.708333	-104.139167	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No	
20.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Fairylake River near outlet of Napaktulik Lake	Crown Land	Kitikmeot	Hydrometric station operations	66.253611	-113.991389	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No	
21.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Ferguson River below O'neil Lake	Crown Land	Kivalliq	Hydrometric station operations	62.471667	-95.052778	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No	
22.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Tha-Anne River below Henik Lake	Crown Land	Kivalliq	Hydrometric station operations	61.133333	-97.128056	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No	

PAR	PART C – REMEDIATED SITES										
#	FCSI #	Custodian	Site Name	Land Tenure	Region	Historical Site Activity	Latitude	Longitude	Type of Contamination	Summary of Remediation Measures	Long Term Monitor- ing
23.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Tha-Anne River below Roseblade Lake	Crown Land	Kivalliq	Hydrometric station operations	61.004444	-97.028056	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No
24.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Thelon River above Beverly Lake - Gauge	Crown Land	Kivalliq	Hydrometric station operations	64.530278	-101.362222	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No
25.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Thelon River above Beverly Lake - Line Cabin	Crown Land	Kivalliq	Hydrometric station operations	64.530278	-101.362222	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No
26.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Siuraq Creek near Outlet to Kazan River	Crown Land	Kivalliq	Hydrometric station operations	62.635556	-98.522778	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No
27.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Qinguq Creek near Baker Lake	Crown Land	Kivalliq	Hydrometric station operations	64.645	-96.314722	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No
28.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Anigaq River below Audra Lake	Crown Land	Kivalliq	Hydrometric station operations	64.213333	-96.587222	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No
29.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Quoich River above St. Clair Falls	Crown Land	Kivalliq	Hydrometric station operations	64.314167	-93.909722	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No
30.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Lorillard River above Daly Bay	Crown Land	Kivalliq	Hydrometric station operations	64.294167	-90.448056	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No
31.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Inman River near Mouth	Crown Land	Kitikmeot	Hydrometric station operations	69.1341474	-118.4642643	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No

PAF	PART C – REMEDIATED SITES													
#	FCSI#	Custodian	Site Name	Land Tenure	Region	Historical Site Activity	Latitude	Longitude	Type of Contamination	Summary of Remediation Measures	Long Term Monitor- ing			
32.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Kendall River near outlet to Dismal Lakes	Crown Land	Kitikmeot	Hydrometric station operations	67.213333	-116.575833	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No			
33.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Atitok Creek near Dismal Lakes	Crown Land	Kitikmeot	Hydrometric station operations	67.214444	-116.608889	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No			
34.	No FCSI # - assessment and remediation work has been completed prior to FCSAP and FCSI	ECCC	Hayes River above Chantrey Inlet	Crown Land	Kivalliq	Hydrometric station operations	67.525	-94.058333	Mercury impacted surface soil	Between 1999-2003 hydrometric station sites in Nunavut were assessed and remediated as required.	No			

PAR	PART D – RELEASED SITES												
#	CIRNAC File #	Proponent	Authorization Type	Commencement Date	Expiry Date	Project Name	Description of Land Use	Region	Name of Land Use Area	Latitude	Longitude	Criteria contained in section 6.15 Met	
1.	077A03001	TMAC Resources Inc.	Surface Lease	1-Jul-2017	30-Jun-2047	Doris North	Waterlot - Jetty	Kitikmeot	Roberts Bay	68.175	-106.626389	Yes	
2.	077A03003	TMAC Resources Inc.	Surface Lease	1-Aug-2018	31-Jul-2048	Doris North	Mining, Waste Disposal	Kitikmeot	Roberts Bay	68.175686	-106.626697	Yes	
3.	066A08071	Agnico-Eagle Mines Limited	Surface Lease	1-Jan-2007	31-Dec-2031	Meadowbank	Mining, Road	Kivalliq	Baker Lake	64.713014	-96.358364	Yes	
4.	066A08072	Agnico-Eagle Mines Limited	Surface Lease	1-Jan-2017	31-Dec-2027	Meadowbank	Quarrying	Kivalliq	Baker Lake	64.329167	-96.006389	Yes	
5.	055K16042	Agnico-Eagle Mines Limited	Surface Lease	14-Jul-2019	13-Jul-2034	Meliadine	Saline Effluent Discharge Pipeline and Diffuser	Kivalliq	Rankin Inlet	62.797078	-92.097939	Yes	
6.	066Н08001	Agnico-Eagle Mines Limited	Surface Lease	1-Jan-2016	31-Dec-2026	Whale Tail Pit and Haul Road	Mining, Quarrying	Kivalliq	Baker Lake Area	65.355883	-96.531128	Yes	
7.	066Н08002	Agnico-Eagle Mines Limited	Surface Lease	1-Jan-2016	30-Dec-2026	Whale Tail Pit and Haul Road	Mining, Road	Kivalliq	Baker Lake Area	65.351644	-96.566817	Yes	
8.	N2019C0009	Baffinland Iron Mines Corporation	Class A Land Use Permit	30-Jun-2019	29-Jun-2024	Mary River	Mineral Exploration	Baffin	Steensby Inlet	70.286833	-78.471417	Yes	
9.	N2019J0010	Baffinland Iron Mines Corporation	Class A Land Use Permit	30-Jun-2019	29-Jun-2024	Mary River	Campsite	Baffin	Bruce Head	72.077203	-80.59815	Yes	
10.	N2019Q0011	Baffinland Iron Mines Corporation	Class A Land Use Permit	30-Jun-2019	29-Jun-2024	Mary River	Quarrying	Baffin	Tote Road	71.440739	-80.177614	Yes	
11.	047H16001	Baffinland Iron Mines Corporation	Surface Lease	1-Jul-2014	30-Jun-2035	Mary River	Industrial, Dock	Baffin	Milne Inlet	71.889658	-80.881261	Yes	
12.	N2017F0016	Sabina Gold & Silver Corp.	Class A Land Use Permit	21-Jul-17	20-Jul-22	Bathurst Inlet to Back River Winter Road	Winter Road	Kitikmeot	Bathurst Inlet	65.598689	-106.527061	Yes	
13.	N2018F0021	Sabina Gold & Silver Corp.	Class A Land Use Permit	30-Oct-18	29-Oct-23	Winter Roads - Hackett, George and Goose Camps	Winter Road	Kitikmeot	Beechey Lake	66.5	-107.5	Yes	
14.	076G09001	Sabina Gold & Silver Corp.	Surface Lease	01-May-19	30-Apr-49	Back River	Mining, Tailings Disposal	Kitikmeot	Back River	65.52	-106.391111	Yes	
15.	076J12007	Sabina Gold & Silver Corp.	Surface Lease	15-Aug-18	14-Aug-48	Back River	Marine Intake and Discharge Pipe	Kitikmeot	Bathurst Inlet	66.536067	-107.534889	Yes	
16.	N2015C0031	Aura Silver Resources	Class A Land Use Permit	15-Jun-2015	14-Jun-2022	Greyhound Project	Mineral Exploration	Kivalliq	Shultz Lake	64.622223	-96.312766	Yes	
17.	N2016C0002	Agnico-Eagle Mines Limited	Class A Land Use Permit	22-Mar-2016	21-Mar-2023	Parker, Peter and Fox Lakes	Mineral Exploration	Kivalliq	Gibson Lake	63.25	-93.25	Yes	
18.	N2016C0003	Agnico-Eagle Mines Limited	Class A Land Use Permit	22-Mar-2016	21-Mar-2023	Amaruq , Meadowbank and White Hills	Mineral Exploration	Kivalliq	Amer Lake	65.113047	-96.358619	Yes	
19.	N2016C0005	North Arrow Minerals Inc.	Class A Land Use Permit	11-Mar-2016	10-Mar-2023	Luxx	Mineral Exploration	Kivalliq	Chesterfield Inlet	63.583889	-91.750556	Yes	
20.	N2016C0011	Sabina Gold & Silver Corp.	Class A Land Use Permit	27-Oct-2016	26-Oct-2023	Beechy Lake Area	Mineral Exploration	Kitikmeot	Beechy Lake	65.533333	-106.416667	Yes	
21.	N2016N0014	Wayne Pollard	Class B Land Use Permit	3-Jan-2017	2-Jan-2024	High Arctic Research	Research Project	Baffin	Expedition Fiord	79.416667	-90.023611	Yes	
22.	N2017C0005	5530 Nunavut Inc.	Class A Land Use Permit	8-Mar-2017	7-Mar-2024	Meadowbank Precious Metal Project	Mineral Exploration	Kivalliq	Baker Lake	64.505556	-95.967222	Yes	
23.	N2017C0006	North Arrow Minerals Inc.	Class A Land Use Permit	1-May-2017	30-Apr-2024	Mel	Mineral Exploration	Baffin	Melville Peninsula	67.430278	-82.566111	Yes	
24.	N2017C0007	Glencore Canada Corporation (Glencore)	Class A Land Use Permit	13-Jan-2017	12-Jan-2024	Hackett River	Mineral Exploration	Kitikmeot	Hackett River	65.916667	-108.36667	Yes	

PAR	PART D – RELEASED SITES													
#	CIRNAC File #	Proponent	Authorization Type	Commencement Date	Expiry Date	Project Name	Description of Land Use	Region	Name of Land Use Area	Latitude	Longitude	Criteria contained in section 6.15 Met		
25.	N2017C0008	Agnico-Eagle Mines Limited	Class A Land Use Permit	11-Jul-2017	10-Jul-2024	Parker Lake temporary exploration camp and airstrips & Cone Hill exploration Project	Mineral Exploration	Kivalliq	Cone Hill	63.9625	-93.958333	Yes		
26.	N2017C0010	Kivalliq Energy Corporation	Class A Land Use Permit	5-Jul-2017	4-Jul-2024	Baffin Gold	Mineral Exploration	Baffin	Dewar Lake	68.541667	-70.5	Yes		
27.	N2017X0011	Arctic Kingdom	Class A Land Use Permit	12-Jul-2017	11-Jul-2022	Redbull	Miscellaneous	Baffin	Axel Heiberg Island	79.385306	-87.855861	Yes		
28.	N2017C0013	5530 Nunavut Inc.	Class A Land Use Permit	26-May-2017	25-May-2022	Committee Bay Project	Mineral Exploration	Kitikmeot	Committee Bay	66.255953	-92.603831	Yes		
29.	N2017J0014	Commander Resources Ltd.	Class A Land Use Permit	5-Jul-2017	4-Jul-2024	Dewar Lakes Camp	Campsite	Baffin	Dewar Lake	68.633056	-71.110556	Yes		
30.	N2017N0017	Environment Canada Property Management District 3	Class A Land Use Permit	4-Jul-2017	3-Jul-2024	Transmit Array Antenna Farm	Research Project	Baffin	Eureka	79.988889	-85.939722	Yes		
31.	N2017X0020	Department of National Defence	Class A Land Use Permit	4-Nov-2017	3-Nov-2022	NOREX 17	Miscellaneous	Baffin	Resolute Bay	74.712278	-94.538722	Yes		
32.	N2018C0002	Peregrine Diamonds Ltd.	Class A Land Use Permit	1-Dec-2017	30-Nov-2024	Chidliak	Mineral Exploration	Baffin	Chidliak Bay	64.240406	-66.345956	Yes		
33.	N2018J0007	Market Road Films	Class A Land Use Permit	2-Feb-2018	1-Feb-2023	Ghost Pack: White Wolves of the North	Campsite	Baffin	Ellesmere Island	80.11875	-84.750944	Yes		
34.	N2018X0009	Government of Nunavut Department of Community & Government Services	Class A Land Use Permit	11-Jan-2018	10-Jan-2023	Iqaluit Marine Infrastructure - Small Craft Harbour	Miscellaneous	Baffin	Iqaluit	63.733333	-68.517222	Yes		
35.	N2018C0010	Orano Canada Inc.	Class A Land Use Permit	25-Jan-2018	24-Jan-2023	Kiggavik-Sissons	Mineral Exploration	Kivalliq	Judge Scissions Lake	64.175833	-94.156389	Yes		
36.	N2018X0011	Government of Nunavut Department of Community & Government Services	Class A Land Use Permit	11-Jan-2018	10-Jan-2023	Iqaluit Marine Infrastructure - Deep Sea Port	Miscellaneous	Baffin	Iqaluit	63.721389	-68.520278	Yes		
37.	N2018C0014	Peregrine Diamonds LTD.	Class A Land Use Permit	7-Jul-2018	6-Jul-2023	Nanuq North	Mineral Exploration	Kivalliq	Wager Bay	65.396014	-91.219	Yes		
38.	N2018C0015	Peregrine Diamonds Ltd.	Class A Land Use Permit	1-Jun-2018	31-May-2023	Nanuq	Mineral Exploration	Kivalliq	Lorillard River	65.228611	-91.090556	Yes		
39.	N2018C0016	North Country Gold Corp.	Class A Land Use Permit	11-Jul-2018	10-Jul-2023	Gibson MacQuoid Gold Project	Mineral Exploration	Kivalliq	Baker Lake	63.825333	-94.095778	Yes		
40.	N2018F0017	Sabina Gold & Silver Corp.	Class A Land Use Permit	12-Oct-2018	11-Oct-2023	Back River	Winter Road	Kitikmeot	Goose Lake	65.545	-106.428611	Yes		
41.	N2018C0018	Agnico-Eagle Mines Limited	Class A Land Use Permit	30-Aug-2018	29-Aug-2023	Whale Cove Area Exploration Projects	Mineral Exploration	Kivalliq	Whale Cove	63.133333	-9353333	Yes		
42.	N2018C0020	Solstice Gold Corp.	Class A Land Use Permit	1-Feb-2019	31-Jan-2024	Kahuna Gold	Mineral Exploration	Kivalliq	Chesterfield Inlet	63.081389	-91.434444	Yes		
43.	N2018C0022	Dunnedin Ventures Inc.	Class A Land Use Permit	1-Nov-2018	31-Oct-2023	Kahuna Property Field Camp	Mineral Exploration	Kivalliq	Chesterfield Inlet	62.966667	-90.733333	Yes		
44.	N2019F0001	Nahanni Construction Ltd.	Class A Land Use Permit	18-Mar-2019	17-Mar-2024	Lupin Mine Winter Access	Winter Road	Kitikmeot	Contwoyto Lake	65.730697	-111.252367	Yes		
45.	N2019C0006	Agnico-Eagle Mines Limited	Class A Land Use Permit	1-Jul-2019	30-Jun-2024	GOT Exploration	Mineral Exploration	Kivalliq	Rankin Inlet	65.488955	-96.825794	Yes		

PAR	PART D – RELEASED SITES													
#	CIRNAC File #	Proponent	Authorization Type	Commencement Date	Expiry Date	Project Name	Description of Land Use	Region	Name of Land Use Area	Latitude	Longitude	Criteria contained in section 6.15 Met		
46.	N2019X0012	Government of Nunavut Department of Community & Government Services	Class A Land Use Permit	15-Aug-2018	14-Aug-2023	Pond Inlet Marine Infrastructure	Miscellaneous	Baffin	Pond Inlet	72.696944	-77.981667	Yes		
47.	N2019C0013	Valore Metals Corporation	Class A Land Use Permit	1-Aug-2019	31-Jul-2024	Angilak	Mineral Exploration	Kivalliq	Yathkyed Lake	62.45	-98.35	Yes		
48.	N2021C0001	North Country Gold Corp.	Class A Land Use Permit	1-Apr-2021	31-Mar-2026	Committee Bay Project - Bullion Camp	Mineral Exploration	Kitikmeot	Committee Bay	66.659444	-91.552778	Yes		
49.	N2021C0002	North Country Gold Corp.	Class A Land Use Permit	1-Apr-2021	31-Mar-2026	Committee Bay Project - Hayes Camp	Mineral Exploration	Kitikmeot	Committee Bay	66.658333	-93.115278	Yes		
50.	N2021C0005	Northquest Ltd	Class A Land Use Permit	21-Jul-2021	20-Jul-2026	Pistol Bay	Mineral Exploration	Kivalliq	Whale Cove	62.253124	-92.551312	Yes		
51.	N2021C0004	Aston Bay Holdings Ltd.	Class A Land Use Permit	22-Apr-2021	21-Apr-2026	Storm	Mineral Exploration	Baffin	Sommerset Island	73.656389	-94.451944	Yes		
52.	N2021C0008	Agnico-Eagle Mines Limited	Class A Land Use Permit	9-Feb-2022	8-Feb-2027	Meliadine Gold	Mineral Exploration	Kivalliq	Rankin/Chesterfield	63.109303	-91.598989	Yes		
53.	N2022C0006	Blue Star Gold Corp.	Class A Land Use Permit	30-May-2022	29-May-2027	Ulu Gold Project	Mineral Exploration	Kitikmeot	Kugluktuk Area	67.608333	-110.885	Yes		
54.	056J11001	Committee Bay North Ltd.	Surface Lease	7-Jan-2011	30-Jun-2021	Committee Bay	Mining, Road	Kitikmeot	Walker Lake	66.658828	-91.553683	Yes		
55.	056J12001	Committee Bay North Ltd.	Surface Lease	7-Jan-2011	30-Jun-2021	Committee Bay	Commercial Airstrip and Camp Facilities	Kitikmeot	Walker Lake	66.658828	-91.553683	Yes		

PAF	RT E – EXPIRED S	SITES									
#	CIRNAC File #	Proponent	Authorization Type	Commencement Date	Expiry Date	Project Name	Description of Land Use	Region	Name of Land Use Area	Latitude	Longitude
1.	N2007C0014	Burnstone Ventures Inc.	Class A Land Use Permit	20-Jun-2007	19-Jun-2013	Erichsen Lake Project Proposal	Mineral Exploration	Baffin	Erichsen Lake	70.934722	-80.183333
2.	N2009J0001	Geological Survey of Canada	Class A Land Use Permit	3-Feb-2009	2-Feb-2011	Cumberland Peninsula Integrated Geoscience CPIG project	Campsite	Baffin	Cumberland Peninsula	65.86222	-64.233056
3.	N2011C0007	Hornby Bay Exploration Limited	Class A Land Use Permit	12-Apr-2011	11-Apr-2016	Coppermine Property Exploration	Mineral Exploration	Kitikmeot	Mouse Lake	67.098611	-115.733333
4.	N2011C0033	MMG Resources Inc	Class A Land Use Permit	30-Jan-2012	29-Jan-2016	Canoe Lake Exploration	Mineral Exploration	Kitikmeot	High Lake	65.685556	-112.880278
5.	N2013Q0010	5140 Nunavut Ltd O/A Qillaq Innovations	Class A Land Use Permit	12-Jul-2013	11-Jul-2016	Cambridge Bay Quarries for Infrastructure	Quarrying	Kitikmeot	Cambridge Bay	69.103581	-105.24403
6.	N2013J0016	Henik Lake Adventures	Class B Land Use Permit	28-Oct-2013	27-Oct-2015	Outfitting and Hunting Camp	Campsite	Kivalliq	Edehon Lake	60.468333	-97.414217
7.	N2014Q0014	Uplogiaq Inc.	Class A Land Use Permit	28-Aug-2014	27-Aug-2016	Quarry	Quarrying	Kitikmeot	Cambridge Bay	69.101389	-105.268214
8.	N2015C0018	Churchill Diamond Corporation	Class A Land Use Permit	18-Jun-2015	7-Jun-2022	Amaruk	Mineral Exploration	Kitikmeot	Kuugarjuk	67.316986	-89.043272
9.	N2015H0033	TMAC Resources Inc.	Class B Land Use Permit	9-Apr-2015	8-Apr-2017	Fuel Storage for Airborne Survey	Fuel Storage	Kitikmeot	Elu Inlet	68.421394	-105.808072
10.	N2017N0001	Queen's University	Class A Land Use Permit	27-Feb-2017	26-Feb-2022	Land and Water Research at the Cape Bounty Arctic Watershed Observatory	Research Project	Baffin	Melville Island	74.902389	-109.600556
11.		N2017J0003Class Federal Institute for Geosciences and Natural Resources	A Land Use Permit	25-Apr-2017	24-Apr-2022	Fuel Depot and CASE 19 Pearya Research	Campsite	Baffin	Yelverton Inlet	82.103333	-81.691389
12.	N2017J0009	Geological Survey of Canada	Class A Land Use Permit	2-May-2017	1-May-2022	GEM-2 Boothia-Somerset: Integrated Geosciences Along the Northwest Passage	Campsite	Kitikmeot	Thom Bay	69.766667	-91.516667
13.	N2018X0019	M&T Enterprises Ltd.	Class A Land Use Permit	14-May-2015	13-May- 2017	Right of Way	Miscellaneous	Kivalliq	Rankin Inlet	63.9475	-94.335556
14.	025N09013	Matthew Knickelbein	Surface Lease	1-Jul-2004	30-Jun-2009	N/A	Seasonal Recreational Camp	Baffin	Kudlago Island	63.599444	-68.201667
15.	026103004	Joavie Tongait Outfitters, Alivaktuk Surface	Lease	1-Jun-2000	31-May- 2020	N/A	Commercial Sportfishing Camp	Baffin	Easterly Shore Kingnait Harbour	66.040278	-65.278611
16.	048G09001	Ivig Hunter's & Trappers Organization	Surface Lease	1-May-1998	30-Apr-2008	N/A	Research Site and Airstrip	Baffin	Immerk Lake	75.672811	-84.582564
17.	049A02001	Ivio Hunter's & Trappers Association	Surface Lease	1-Nov-2006	31-Oct-2011	N/A	Emergency shelter and storage	Baffin	Craig Harbour	76.166667	-80.916667
18.	049B05001	Iviq Hunter's & Trappers Organization	Surface Lease	1-Sep-2001	31-Aug-2011	N/A	Emergency shelter	Baffin	Hourglass Bay	76.399722	-87.800278
19.	055E11001	Hamlet of Arviat	Surface Lease	11-Jan-2000	31-Oct-2010	N/A	Institutional, Other	Kivalliq	Maguse Lake	61.7325	-95.216389
20.	055L07002	Shawn Robert Maley	Surface Lease	12-Jan-1999	30-Nov-2019	N/A	Commercial, Fishing Lodge	Kivalliq	Quartzite Lake	62.42	-94.621944
21.	055L12001	Ferguson Lake Lodge Ltd.	Surface Lease	8-Jan-1997	31-Jul-2007	N/A	Commercial, Tourist Facility	Kivalliq	Kaminuriak Lake	62.75	-95.75
22.	065I13002 065K11001	Ferguson Lake Lodge Ltd. Tukto Lodge Ltd.	Surface Lease Surface Lease	1-Aug-1997 3-Jan-2007	31-Jul-2007 28-Feb-2017	N/A N/A	Commercial, Outfitting Lodge Commercial, Fishing Lodge	Kivalliq Kivalliq	Yathkyed Lake South end of	65.95 62.733333	-97.633333 -101.333333
24.	065N06002	Tukto Lodge Ltd.	Surface Lease	1-Apr-2011	31-Mar-	N/A	Commercial, Outfitting Lodge	Kivalliq	Dubawnt Lake Dubawnt Lake	63.438889	-101.441667
25.	065N06003	Tukto Lodge Ltd.	Surface Lease	1-Mar-2007	2021 28-Feb-2017	N/A	Commercial, Outfitting Lodge	Kivalliq	North End of	63.433333	-101.416667
26.	065N07002	Tukto Lodge Ltd.	Surface Lease	1-Apr-2011	31-Mar-	N/A	Commercial, Fishing Lodge	Kivalliq	Dubawnt Lake Dubawnt Lake	63.441111	-101.700278
27.	066A13001	Thomas Kudloo	Surface Lease	1-Apr-1982	2021 31-Mar-	N/A	Fishing Lodge	Kivalliq	Schults Lake	64.805556	-97.7
28.	067D15002	Gjoa Haven Hunters and Trappers Association	Surface Lease	1-Nov-1995	2002 31-Oct-2020	N/A	Outfitting Camp	Kitikmeot	King William Island	69.85	-97.683333
29.	076F04002	Bathurst Inlet Developments (1984) Ltd.	Surface Lease	1-Aug-1997	31-Jul-2007	N/A	Commercial, Tourism Camp	Kitikmeot	East Side of	65.030833	-109.638806
30.	076K16001	Bathurst Inlet Dev Ltd.	Surface Lease	1-Apr-2001	31-Mar-	N/A	Boathouse and Docking	Kitikmeot	Pellat Lake Burnside River	66.839722	-108.038889
31.	076L01004	Bathurst Inlet Lodge Ltd.	Surface Lease	1-Feb-2001	2021 31-Jan-2011	N/A	Facilities  Commercial, Outfitting Lodge	Kitikmeot	Burnside River	66.233333	-110.36667
32.	076L01004 077C16001	Lyall Jessie Nalungiik	Surface Lease	1-Feb-2001 1-Mar-2009	28-Feb-2019	N/A N/A	Outpost Camp	Kitikmeot	Unnamed Lake	69.798333	-110.3667
33.	077G01001	High Arctic Sportfishing Camps Ltd.	Surface Lease	1-Aug-1980	31-Jul-2010	N/A	Commercial, Fishing Camp	Kitikmeot	Unnamed Lake	71.016667	-108.066667
34.	077H05001	High Arctic Sportfishing Camps Ltd.	Surface Lease	1-Jan-1985	31-Jul-2010	N/A	Commercial, Fishing Camp	Kitikmeot	Hadley Bay	71.416667	-107.666667
35.	077H05002	High Arctic Sportfishing Camps Ltd.	Surface Lease	1-Jan-1985	31-Jul-2010	N/A	Commercial, Fishing Camp	Kitikmeot	Unnamed Lake	71.266667	-108.116667
36.	086N01001	Norkan Lodge Company Ltd.	Surface Lease	1-Jan-1985	31-Aug-2005	N/A	Commercial, Tourist Facility	Kitikmeot	Kendall and Coppermine River	67.1	-116.166667

PAF	PART E – EXPIRED SITES												
#	CIRNAC File #	Proponent	Authorization Type	Commencement Date	Expiry Date	Project Name	Description of Land Use	Region	Name of Land Use Area	Latitude	Longitude		
37.	N2008C0008	5050 Nunavut Limited	Class A Land Use Permit	4-Jun-2008	3-Jun-2011	McGregor Lake Campsite and Mineral Exploration Proposal	Mineral Exploration	Kitikmeot	MacGregor Lake	66.8	-115.733333		
38.	N2011X0030	Biogenie SRDC Inc	Class A Land Use Permit	7-Sep-2016	12-Mar- 2017	FOX-3, Dewar Lakes - Site Demobilization	Miscellaneous	Baffin	Kangok Fjord/ Dewar Lake	68.638372	-68.807595		
39.	N2012N0018	The Mars Society	Class A Land Use Permit	16-Feb-2013	15-Feb-2019	Devon Island Research Facility	Research Project	Baffin	Devon Island	75.441667	-89.8		
40.	N2015C0020	Benchmark Metals Inc.	Class A Land Use Permit	4-Sep-2015	3-Sep-2019	Muskox Diamond	Mineral Exploration	Kitikmeot	Bathurst Inlet	65.691119	-111.128764		
41.	N2016F0012	Kudlik Construction Ltd.	Class A Land Use Permit	21-Sep-2016	20-Sep-2021	Overland Mobilization from Kugaaruk to CAM-E	Winter Road	Kitikmeot	Kugaaruk	68.288056	-89.128056		
42.	N2016C0011	Sabina Gold & Silver Corp.	Class A Land Use Permit	27-Oct-2016	26-Oct-2021	Beechy Lake Area	Mineral Exploration	Kitikmeot	Beechy Lake	65.533333	-106.416667		
43.	058H07001	Mars Institute	Surface Lease	1-Jun-2008	31-May- 2018	Haughton Mars	Institutional, Research Facility	Baffin	Haughton-Devon Crater	75.433333	-89.866667		

## Appendix 5

#### **Terms of Reference**

## Impacted Sites Management Committee ("ISMC")

## 1.0 Introduction

1.1 The ISMC is a tripartite committee between Nunavut Tunngavik Inc. ("**NTI**"), the Government of Nunavut ("**GN**") and the Government of Canada ("**GC**").

## 2.0 Definitions

"Party" has the same meaning as set out in the Devolution Agreement.

"Transfer Date" has the same meaning as set out in the Devolution Agreement.

"Management" has the same meaning as set out in the Devolution Agreement.

"Impacted Site" has the same meaning as set out in the Devolution Agreement.

"Remediation" has the same meaning as set out in the Devolution Agreement.

"Standards" has the same meaning as set out in the Devolution Agreement.

# 3.0 **Guiding Principles**

- 3.1 GC is committed to the Management of Impacted Sites in such a way as to eliminate risk to human health and well-being, and to reduce environmental damage and liability associated with Impacted Sites, as outlined in GC's Contaminated Sites Management Policy applicable in Nunavut.
- 3.2 All decisions with respect to the Management of Impacted Sites by the GC and the prioritization of the Management of Impacted Sites and Remediation actions pursuant to the Devolution Agreement, shall be solely the responsibility of the GC.

## 4.0 Purpose

4.1 The purpose of the ISMC will be to review, discuss, consider, and provide advice and recommendations to the GC in respect of the Management of Impacted Sites for which the GC is legally responsible pursuant to the Devolution Agreement.

#### 5.0 Establishment

5.1 The ISMC will be established as soon as practicable following the Transfer Date.

### 6.0 Membership

6.1 The membership of the ISMC is comprised of representation from each of the Parties

6.2 Each Party will appoint a senior official and a technical advisor knowledgeable in matters related to Chapter 6 of the Devolution Agreement.

## 7.0 Support to the ISMC

7.1 Administrative support to the ISMC such as drafting action items or meeting minutes, meeting logistics and planning will be, in consultation with the other Parties, provided by the Party hosting and chairing the meeting.

# 8.0 GC's Annual Report

- 8.1 The GC shall provide an annual report to the ISMC which shall contain information in respect of:
  - a) the status, progress, priorities and work-plan of Remediation activities of the GC;
  - b) how any effects or anticipated effects of climate change on Remediation activities have been taken into account by the GC;
  - c) a summary of the method and amount of natural resources used in accordance with section 6.70 of the Devolution Agreement; and
  - d) the Standards used for the Remediation activities by the GC.

# 9.0 Roles and Responsibilities

- 9.1 The ISMC will carry out the following roles and responsibilities:
  - a) the ISMC shall receive and consider the annual report of the GC to the ISMC.
  - b) the ISMC shall consider the implications of climate change for the Management of Impacted Sites for which the GC is legally responsible;
  - c) the ISMC shall provide suggested advice, recommendations and priorities related to Remediation to the GC for consideration;
  - the ISMC will receive and consider the comprehensive report of the GC referred to in section 6.81 of the Devolution Agreement and may provide suggested advice, recommendations, and priorities related to Remediation to the GC based on the findings of the ten-year report, for consideration, and
  - e) each of the Parties shall be entitled to share with the ISMC information in its possession or control related to Impacted Sites or any other impacted sites of which the other Parties are unaware, including any reports and analyses on specific Impacted Sites projects, for the purpose of the ISMC reviewing and considering such information and offering advice or making recommendations to the GC.

## 10.0 Process

- 10.1 The GC shall consider any advice and recommendations of the ISMC, including any dissenting advice and recommendations, before making a decision referred to in sections 6.78 and 6.79 of the Devolution Agreement.
- 10.2 Subject to any applicable legal restrictions on the disclosure of information and where disclosure does not prejudice the GC's interests the GC shall share information in its possession or control related to Impacted Sites, including its reports and analyses on specific Impacted Sites projects, with the ISMC for the purpose of seeking its advice and recommendations.
- 10.3 The ISMC shall be advised in any instance in which the GC decides not to disclose information to the ISMC.
- 10.4 Each Party shall be responsible for maintaining its own files and records.
- 10.5 The ISMC may establish additional administrative practices and procedures which are consistent with the purposes of the ISMC as outlined in these Terms of Reference.
- 10.6 The ISMC may consult with, or seek the participation of, Indigenous groups, other parties or experts on matters related to the Management of Impacted Sites in Nunavut.
- 10.7 The ISMC shall hold a meeting at least once per year with Indigenous groups, including Ghotelnene K'odtįneh Dene and Athabasca Denesųliné, in regard to the Management of Impacted Sites involving sites that may affect the asserted or established rights of such Indigenous groups under section 35 of the *Constitution Act*, 1982, in order to share updates and ongoing progress of those sites.
- 10.8 Prior to meeting with an Indigenous group, including Ghotelnene K'odtįneh Dene and Athabasca Denesųlinė, pursuant to section 10.7, the GC shall provide to that Indigenous group any information referred to in section 10.2 that is relevant to the Management of Impacted Sites that may affect the asserted or established rights of that Indigenous group under section 35 of the *Constitution Act, 1982*. Such information shall be provided by the GC sufficiently in advance of a meeting so that the Indigenous group has a reasonable amount of time to review the information prior to the meeting.

### 11.0 Recommendations and Decisions

- 11.1 Prior to ISMC meetings, any documentation necessary to inform ISMC recommendations will be circulated to ISMC members in sufficient time to allow ISMC members to consult internally with their Parties and seek approvals, as required.
- 11.2 The ISMC recommendations and decisions will be made by consensus.

- 11.3 The ISMC recommendations referred to in section 11.2 will be recorded in writing.
- 11.4 Reasonable efforts shall be made to achieve agreement among ISMC members with respect to the advice and recommendations provided to the GC. In the absence of agreement, the advice and recommendations of the ISMC may include both the advice and recommendations of either a majority or individual dissenting members.
- 11.5 The GC may accept, reject or otherwise vary the advice and recommendations of the ISMC and shall provide summary reasons if it does not accept or if it varies the advice and recommendations of the ISMC.

## 12.0 Meetings

- 12.1 Upon the establishment of the ISMC and thereafter, the ISMC will set its own meeting schedule and shall meet no less than twice per calendar year.
- 12.2 In addition to section 12.1 above, a member of the ISMC shall have the ability to call for a meeting of the ISMC should they consider it necessary.
- 12.3 The ISMC will meet in person at locations within Nunavut agreed to by the members of the ISMC, or otherwise through electronic forms of meeting, including conference calls and video-conferences. Members of the ISMC shall be provided reasonable notice to prepare for and attend meetings of the ISMC.
- 12.4 In consultation with the other Parties, meeting agendas and minutes will be prepared by the Party hosting and chairing the meeting.
- 12.5 If required, the ISMC may establish sub-groups.
- 12.6 The Parties will, by rotation, host and chair ISMC meetings

### 13.0 Funding

13.1 Participation in the ISMC will be at the expense of each Party.

### 14.0 Amendment

14.1 These Terms of Reference may be amended on the agreement in writing of the Parties.

# APPENDIX 6 POST DEVOLUTION STRATEGY

(This placeholder will be replaced when the Appendix is developed pursuant to section 7.3 of the Devolution Agreement)



# **APPENDIX 7**

Preliminary List of Federal Buildings, Properties, and Owned Staff Housing Units to be transferred (list to be updated pursuant to Chapter 9 of the Devolution Agreement prior to Transfer Date):

# **Listed Federal Buildings and Properties:**

	Property Name	Street Address	Community
1.	Qimugjuk Building #969	Corner of Sivumugiaq Street and Nunavut Road	Iqaluit
2.	Warehouse/ Garage	Main Street, Lot 40	Rankin Inlet
3.	Property	Plan 0428, Lot 47	Taloyoak

# **Owned Staff Housing Units:**

	Property Name	Legal Description	Community	Current Use
1.	House	Plan 1353, Lot 370	Rankin Inlet	Staff Housing Unit
2.	House	Plan 1353, Lot 372	Rankin Inlet	Staff Housing Unit

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# **APPENDIX 8**

Preliminary List of GC Leases to be assigned (list to be updated pursuant to Chapter 9 of the Devolution Agreement prior to Transfer Date):

# Office Leases:

	Property Name	Street Address	Community
1.	Office	#20-3 Tulimaaq Ave	Rankin Inlet
2.	Warehouse	1322 Ulu Lane	Iqaluit
3.	Llaanilu Centre office building office, reception area and garage	1 Amagok Street	Kugluktuk

# **Leased Staff Housing Units:**

# **CIRNAC LEASED HOUSING UNITS (IQALUIT)**

	No. of Bedrooms	PSPC Dwelling No.	Property Type
1.	one bedroom	874	Apartment Building
2.	one bedroom	912	Apartment Building
3.	one bedroom	914	Apartment Building
4.	one bedroom	1069	Apartment Building
5.	one bedroom	1072	Apartment Building
6.	one bedroom	1073	Apartment Building
7.	one bedroom	1074	Apartment Building
8.	one bedroom	1083	Apartment Building
9.	one bedroom	1136	Apartment Building
10.	one bedroom	1421	Apartment Building
11.	one bedroom	1428	Apartment Building
12.	one bedroom	1476	Apartment Building

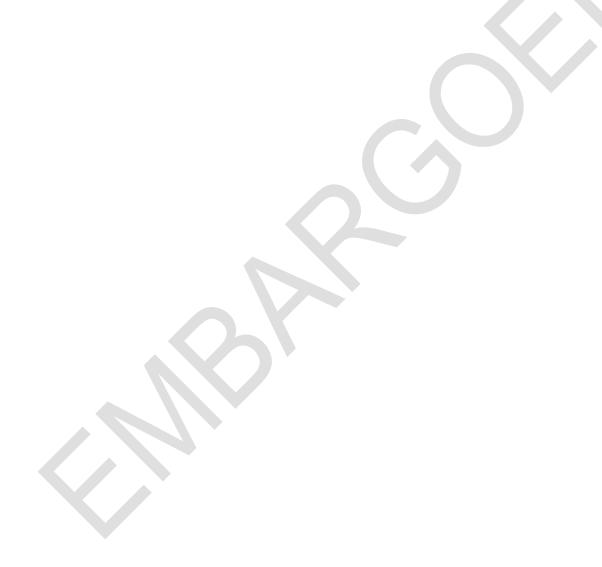
	No. of Bedrooms	PSPC Dwelling No.	Property Type	
13.	one bedroom	1482	Apartment Building	
14.	one bedroom	1484	Apartment Building	
15.	one bedroom	1487	Apartment Building	
16.	two bedroom	754	Apartment Building	
17.	two bedroom	827	Town House / Row unit	
18.	two bedroom	879	Apartment Building	
19.	two bedroom	935	Apartment Building	
20.	two bedroom	938	Apartment Building	
21.	two bedroom	939	Apartment Building	
22.	two bedroom	984	Apartment Building	
23.	two bedroom	985	Apartment Building	
24.	two bedroom	988	Apartment Building	
25.	two bedroom	1011	Town House / Row unit	
26.	two bedroom	1024	Town House / Row unit	
27.	two bedroom	1026	Town House / Row unit	
28.	two bedroom	1142	Apartment Building	
29.	two bedroom	1427	Apartment Building	
30.	two bedroom	1429	Single Family Dwelling	
31.	two bedroom	1448	Apartment Building	
32.	two bedroom	1465	Apartment Building	
33.	two bedroom	1493	Apartment Building	
34.	two bedroom	1501	Apartment Building	
35.	two bedroom	1502	Apartment Building	
36.	two bedroom	1508	Apartment Building	
37.	three bedroom	671	Town House / Row unit	
38.	three bedroom	673	Town House / Row unit	

	No. of Bedrooms	PSPC Dwelling No.	Property Type
39.	three bedroom	687	Town House / Row unit
40.	three bedroom	690	Town House / Row unit
41.	three bedroom	740	Apartment Building
42.	three bedroom	756	Apartment Building
43.	three bedroom	792	Single Family Dwelling
44.	three bedroom	839	Duplex
45.	three bedroom	840	Duplex
46.	three bedroom	844	Duplex
47.	three bedroom	849	Duplex
48.	three bedroom	851	Duplex
49.	three bedroom	1461	Apartment Building
50.	three bedroom	1469	Apartment Building
51.	four bedroom	741	Apartment Building
52.	four bedroom	742	Apartment Building
53.	four bedroom	1001	Duplex
54.	four bedroom	1014	Duplex
55.	four bedroom	1050	Duplex
56.	four bedroom	1082	Single Family Dwelling
57.	four bedroom	1084	Single Family Dwelling
58.	four bedroom	1132	Duplex
59.	four bedroom	1151	Town House / Row unit
60.	four bedroom	1443	Town House / Row unit
61.	four bedroom	1516	Single Family Dwelling

# **CNGO LEASED STAFF HOUSING UNITS (IQALUIT)**

	No. of Bedrooms	PSPC Dwelling No.	Property Type
1.	two bedroom	704	Apartment
2.	two bedroom	749	Apartment
3.	two bedroom	755	Apartment

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#### **APPENDIX 9**

Part 1 of Appendix 9 – Activities expected between the Effective Date and the Transfer Date may include but not be limited to:

# <u>Integration</u>

# Implementation Plan

Development and implementation of the Implementation Plan

# Organizational Design

Finalize an appropriate organizational design

#### **Transition Team**

Transition, implementation activities, planning, and working groups

### **Human Resources Development**

- Involvement in implementation of the Transitional Strategy
- Develop Post-Devolution Strategy

#### **Human Resources**

- Job description preparation, evaluation and matching and Labour Relations
- Recruitment activities (including early hire), compensation survey and research, staff orientation plans, training and development plans

### **Properties and Space**

- Assessment of federal buildings, surveys, legal registration
- Tenant improvements, office churn, office furniture and equipment, LAN, staff and equipment relocations

#### **Movable Assets**

 Preparing inventories, identification of deficiencies, review and assessment of Moveable Assets

#### Information Systems

- Assessment of GN post-devolution requirements and compatibility, evaluation of GC's IT/IS systems, evaluation of provincial systems
- Purchase and installation of desktops

#### Files and Records

- Records inventory review, districts site visits, assessment and identification
- Transition planning, transfer management, scheduling and integration
- Preparation of Records centre for the transfer, data input into IRMS database, and staff training
- GN information needs assessment
- Design IM structure, acquisition and installation of major systems & equipment and advance testing

#### Contracts

• Review of contracts/leases, assignments

# **Impacted Sites**

Inventory assessments, planning and site auditing

# Legislation

• Drafting, legal support, policy support, consultations

### Communications

• Plans and products for employees, target groups and general public

#### **Water Network**

Assessment of hydrometric network requirements

# Official Languages

• Translations services, Legislative review/translations, public service delivery integration, signage, forms, etc.

# Part 2 of Appendix 9 – Infrastructure Projects may include but are not limited to:

- Warehouses
- Core Library
- Water Laboratory
- Water Stations
- Employee Housing

#### **APPENDIX 10**

Activities expected between the Effective Date and the Transfer Date may include but not be limited to:

- Review and comment on GN organizational design
- Review and comment on GC Impacted Sites Interim Inventory of Sites, site assessment
- Implementation of the bilateral agreement referred to in section 5.1 of this Agreement
- Involvement in implementation of the Transitional Strategy
- Involvement in development and implementation of the Devolution Implementation Plan
- Review and consultation in respect of draft GC implementing Legislation
- Review and consultation in respect of draft GN mirror Legislation
- Development of the Post-Devolution Strategy

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# Appendix 11

# **Protocol for Review of Devolution Legislation and Nunavut Agreement Amendment**

#### **AMONG**

# **GOVERNMENT OF CANADA,**

(hereinafter referred to as the "GC")

and

#### **GOVERNMENT OF NUNAVUT.**

(hereinafter referred to as the "GN")

and

#### NUNAVUT TUNNGAVIK INCORPORATED

(hereinafter referred to as "NTI")

#### **Definitions**

- 1. In this Protocol:
  - **"Devolution Agreement**" means the Nunavut Lands and Resources Devolution Agreement.
  - "Devolution Legislation" means Federal Legislation and Mirror Legislation.
  - "Federal Legislation" means the changes to federal legislation contemplated by section 3.7 of the Devolution Agreement.
  - "Legislative Assembly" means the Legislative Assembly of Nunavut.
  - **"Mirror Legislation**" means the territorial legislation contemplated by section 3.8 of the Devolution Agreement.
  - "Nunavut Agreement" means the Agreement Between the Inuit of the Nunavut Settlement Area as represented by the Tungavik Federation of Nunavut and Her Majesty the Queen in right of Canada, executed on May 25, 1993 and ratified, given effect and declared valid by the *Nunavut Land Claims Agreement Act* (Canada) and entered into force on July 9, 1993, and includes any amendments to that agreement.
  - **"Nunavut Agreement Amendments**" means the amendments to the Nunavut Agreement contemplated by section 3.13 of the Devolution Agreement.

"Party" has the same meaning as in the Devolution Agreement.

"Review Process" means the process for the review of Devolution Legislation and Nunavut Agreement Amendments set out in sections 7 and 8.

"Transfer Date" has the same meaning as in the Devolution Agreement.

# **Purpose**

- 2. This Protocol sets out a Review Process to be followed by the Parties in respect of the development of Devolution Legislation and Nunavut Agreement Amendments prior to the Transfer Date. The purpose of the Review Process is:
  - (a) to provide all Parties with a reasonable opportunity to comment on the development of the Devolution Legislation and Nunavut Agreement Amendments, taking into account the nature of the legislative changes and amendments proposed;
  - (b) for the Parties to comment on whether the proposed Federal Legislation meets GC's commitments in section 3.7 of the Devolution Agreement;
  - (c) for NTI and GC to fulfill their commitments in section 2.13.1 of the Nunavut Agreement which prescribes the requirements to amend the Nunavut Agreement; and
  - (d) for the Parties to comment on whether the proposed Mirror Legislation meets the GN's commitments in section 3.8 of the Devolution Agreement.

### **Principles**

- 3. The Review Process will be guided by the following principles:
  - (a) The Review Process will be conducted in a timely manner and should not be a cause of delay to the Transfer Date;
  - (b) The length and extent of the steps in the Review Process for a particular piece of Devolution Legislation should be proportionate to the extent of the proposed legislative changes;
  - (c) The Parties will strive to eliminate repetitive review exercises and redundancy in the Review Process;
  - (d) GC or the GN will each, as the case may be, endeavour to provide draft Devolution Legislation to the other Parties for review in a "near-to-final" form;
  - (e) The Review Process will not fetter the legislative discretion of GC or the GN; and
  - (f) For the purposes of Nunavut Agreement Amendments, the process will be guided by and will fulfill the requirements of section 2.13.1 of the Nunavut Agreement.

#### **Identification of Contact**

- 4. Each Party will designate an official who will serve as its contact for purposes of the Review Process.
- 5. Each Party has an ongoing responsibility to provide the other Parties with current and accurate particulars with respect to its designated contact.

# Confidentiality

6. Draft pieces of Devolution Legislation and any associated documentation circulated pursuant to the Review Process are confidential and are for the use of a Party and its advisors only, unless otherwise agreed by the Parties.

### **Review Process**

- 7. The Review Process consists of the following steps:
  - (a) GC or the GN, as the case may be, will send drafts of each piece of Devolution Legislation to the designated contact for distribution to each of the other Parties, establishing a reasonable deadline for comment.
  - (b) A Party to whom Devolution Legislation has been sent pursuant to subsection 7(a) will use reasonable efforts to respond by the deadline for comment, unless the Parties agree otherwise prior to the deadline for comment.
  - (c) GC or the GN, as the case may be, will consider in good faith any comments received from the other Parties by the deadline for comment.
  - (d) GC and the GN will provide a final draft of each piece of Devolution Legislation to the other Parties prior to its introduction into Parliament or the Legislative Assembly, as the case may be.
- 8. The Review Process for Nunavut Agreement Amendments requires:
  - (a) GC or NTI, as the case may be, will send drafts of each proposed amendment to the Nunavut Agreement to the designated contact for distribution to each of the other Parties, establishing a reasonable deadline for comment;
  - (b) A Party to whom a proposed amendment to the Nunavut Agreement has been sent pursuant to subsection 8(a) will use reasonable efforts to respond by the deadline for comment, unless the Parties agree otherwise prior to the deadline for comment; and
  - (c) GC or NTI, as the case may be, will consider in good faith any comments received by the deadline for comment.
- 9. A Party under subsection 7(b) or 8(b) may, if required, request an extension to the deadline for comment, and the Parties will work in good faith to negotiate a reasonable extension to the deadline.

- 10. For greater certainty, the Review Process in sections 7 and 8 does not require that the English and French language versions of a piece of Devolution Legislation be sent or reviewed at the same time.
- 11. This Protocol does not affect the ability of:
  - (a) Parliament or the Governor in Council to control their own processes for the introduction of legislation or Orders in Council, respectively;
  - (b) The Legislative Assembly to control its own process for the introduction of legislation; or
  - (c) The Board of Directors of NTI to control its own process to provide its consent pursuant to section 2.13.1 of the Nunavut Agreement;

and, in the event of a conflict or inconsistency between this Protocol and such process, such process shall prevail to the extent of the conflict or inconsistency.

12. Subject to section 9, a failure on the part of a Party to comment by a deadline will be taken as an indication that that Party did not have comments on whether that piece of Devolution Legislation met the obligations of GC, GN, or NTI, as the case may be, under the Devolution Agreement.

# **Dispute Resolution**

13. Any dispute about the interpretation of this Protocol will be referred to senior officials of each of the Parties for resolution.

#### **General Provisions**

- 14. This Protocol is not legally binding.
- 15. This Protocol terminates with respect to a piece of Devolution Legislation upon the introduction of that piece of Devolution Legislation into Parliament or the Legislative Assembly, as the case may be.
- 16. This Protocol terminates with respect to a proposed amendment to the Nunavut Agreement upon the completion of the requirement for consent of GC and NTI under section 2.13.1 of the Nunavut Agreement.

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# **APPENDIX 12**

# NUNAVUT AGREEMENT FOR COORDINATION AND COOPERATION WITH RESPECT TO ONSHORE AND OFFSHORE PETROLEUM RESOURCES



# NUNAVUT AGREEMENT FOR COORDINATION AND COOPERATION WITH RESPECT TO ONSHORE AND OFFSHORE PETROLEUM RESOURCES

### **AMONG**

# **GOVERNMENT OF CANADA,**

(hereinafter referred to as the "GC")

and

# **GOVERNMENT OF NUNAVUT,**

(hereinafter referred to as the "GN")

and

# **NUNAVUT TUNNGAVIK INCORPORATED**

(hereinafter referred to as "NTI")

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# NUNAVUT AGREEMENT FOR COORDINATION AND COOPERATION WITH RESPECT TO ONSHORE AND OFFSHORE PETROLEUM RESOURCES

Made with effect as of this 18th day of January, 2024

#### AMONG:

**GOVERNMENT OF CANADA**, (hereinafter referred to as the "GC")

and

**GOVERNMENT OF NUNAVUT**, (hereinafter referred to as the "GN")

and

NUNAVUT TUNNGAVIK INCORPORATED (hereinafter referred to as "NTI")

#### WHEREAS:

- A. The Parties agreed in the Agreement in Principle to execute and deliver an agreement for coordination and cooperation among them with respect to Onshore and Offshore Oil and Gas resources prior to or concurrently with the execution and delivery of the Devolution Agreement.
- B. As a result of the Devolution Agreement and related legislation, as of the Transfer Date the Commissioner will have administration and control of Petroleum resources on Public Lands and will administer Petroleum resources in the Onshore under applicable territorial legislation.
- C. GC has administration and control of Petroleum resources in the Offshore adjacent to the Onshore and administers those Petroleum resources under applicable federal legislation.
- D. NTI has certain ownership and management, administrative and development rights, interests and obligations pursuant to the Nunavut Agreement that affect, or could be affected by, the management and administration of Petroleum resources in the Area of Application.
- E. The Parties have a common interest in ensuring responsible, efficient and transparent management, administration and development of Petroleum resources in the Onshore and Offshore, including Straddling Resources.
- F. The Parties recognize the need for efficient and economic exploration, development and production of Petroleum resources in areas of their respective Onshore and Offshore jurisdictions, including Straddling Resources.

G. The Parties recognize the need for coordination and cooperation of their respective policies or legislation that affect the management, administration and development of Onshore and Offshore Petroleum resources, including Straddling Resources.

**NOW THEREFORE**, in consideration of the premises and the agreements of the Parties herein, the Parties hereby agree as follows:

# ARTICLE 1 PURPOSE

# 1.1 Purpose

The Parties acknowledge that coordination and cooperation in respect of Petroleum resource management, administration and development-in the Area of Application, particularly where Petroleum resources straddle the Onshore and the Offshore, are beneficial in order to:

- (a) enable each Party to autonomously conserve or develop Petroleum resources in respect of which it has administration and control or ownership without adversely impacting conservation or development of Petroleum resources under the administration and control or ownership of the other Parties;
- (b) facilitate the effective and efficient conservation, exploration, development, production, management and administration of Petroleum resources;
- (c) enhance transparent decision making processes;
- (d) provide clarity to industry through consistency in management and administration of Petroleum resource development activities;
- (e) facilitate efficient and timely approval processes in respect of the exploration for and development of Petroleum resources;
- (f) avoid duplicative regulatory requirements and regulatory uncertainty in respect of the exploration for and development of Petroleum resources;
- (g) contribute to sound, safe and efficient field practices, including minimizing impacts on the environment, through optimal planning, efficient management and sharing of facilities and infrastructures, to the extent economically feasible and practical; and
- (h) advance sustainable development and protection of the environment and of the health and safety of those involved in, or affected by, Petroleum resource activities in the Onshore and Offshore.

# ARTICLE 2 DEFINITIONS

#### 2.1 Definitions

In this Agreement, including the recitals hereto, the following defined terms shall have the meanings set forth below:

- (a) "Affected Parties" has the meaning as set out in Article 5.1 of this Agreement;
- (b) "Agreement", "this Agreement", "herein", "hereby", "hereof', "hereunder" and similar expressions shall mean or refer to this Agreement, including Annex I and Annex II and any amending agreement pursuant to and in accordance with section 3.8, and the expressions "Article", "section", "subsection" or "paragraph" followed by a number, mean and refer to the specified Article, section, subsection or paragraph of this Agreement unless the context otherwise requires;
- (c) "Agreement in Principle" means the Nunavut Lands and Resources Devolution Agreement in Principle entered into on August 15, 2019 by the GC, the GN and NTI;
- (d) "Area of Application" means the area comprised of:
  - (i) the Nunavut Settlement Area;
  - (ii) those parts of Kane Basin, Baffin Bay and the Davis Strait north of 61 degrees 18 minutes north latitude under the jurisdiction of the GC outside the Nunavut Settlement Area; and
  - (iii) any portion of a Straddling Area that is not in the Nunavut Settlement Area and in respect of which the Petroleum resources are under the administration and control of the GC.
- (e) "Benefits Plan" has the same meaning as 'benefits plan' in subsection 5.2(1) of the Canada Oil and Gas Operations Act (Canada);
- (f) "Business Day" means a day that is not a Saturday, a Sunday or a statutory holiday in Quebec, Ontario or Nunavut;
- (g) "Committee" means the Nunavut Coordination and Cooperation Committee described in subsection 4.1(a);
- (h) "Devolution Agreement" means the Nunavut Lands and Resources Devolution Agreement among the GC, the GN and NTI as contemplated in the Agreement in Principle;

- (i) "Disclosing Party" means, in respect of the exploration and drilling for and the production, conservation, processing and transportation of Petroleum resources to which this Agreement applies, any Party, person, group of persons, corporation or organization that supplies information in confidence to the Parties to this Agreement or to the Regulator, which information includes:
  - (i) trade secrets of a Disclosing Party;
  - (ii) financial, commercial, scientific and technical information or any other information that is confidential information of a Disclosing Party and is treated consistently in a confidential manner by the Disclosing Party;
  - (iii) information recognized under any legislation as privileged;
  - (iv) information the disclosure of which could reasonably be expected to result in material financial loss or gain to, or could reasonably be expected to prejudice the competitive position of a Disclosing Party; or
  - (v) information the disclosure of which could reasonably be expected to interfere with contractual or other negotiations of a Disclosing Party.
- (j) "Expert" means a person possessing advanced knowledge or skill and extensive expertise and experience in a particular field or subject;
- (k) "Field" has the same meaning as 'field' in section 2 of the Canada Oil and Gas Operations Act (Canada);
- (I) "Gas" has the same meaning as 'gas' in section 2 of the Canada Oil and Gas Operations Act (Canada);
- (m) "IIBA" has the meaning in section 1.1.1 of the Nunavut Agreement;
- (n) "Independent Expert" means an Expert that is independent of each of the Parties to this Agreement;
- (o) "Interest" means the licence or other instrument granting the holder the right to explore for and produce Petroleum;
- (p) "Interest Holder" means the person who owns or is the holder of an Interest or a Share therein;
- (q) "Inuit Owned Lands" means those Inuit Owned Lands, as defined in section 1.1.1 of the Nunavut Agreement, which are held in the form referred to in section 19.2.1(a) of the Nunavut Agreement;

- (r) "Legislative Assembly" means the Legislative Assembly of Nunavut established by the *Nunavut Act* (Canada).
- (s) "Notification Area" means the area comprised of:
  - (i) that part of the Area of Application in the Offshore; and
  - (ii) the area in the Onshore within 20 km of the Offshore;
- (t) "Nunavut" means the territory of Nunavut as established by the Nunavut Act (Canada);
- (u) "Nunavut Agreement" means the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada, executed on May 25, 1993 and ratified, given effect and declared valid by the *Nunavut Land Claims Agreement Act* (Canada) and entered into force on July 9, 1993, and includes any amendments to that agreement;
- (v) "Nunavut Settlement Area" has the meaning as set out in section 3.1.1 of the Nunavut Agreement;
- (w) "Offshore" means, for the purposes of this Agreement, the seabed and the subsoil below the seabed that are not within the Onshore;
- (x) "Oil" has the same meaning as 'oil' in section 2 of the Canada Oil and Gas Operations Act (Canada);
- (y) "Onshore" means:
  - (i) lands, including lands under water, that lie landward of the low water line (ordinary high water mark in respect of Settlement Lands) of the sea coast of the mainland or any naturally occurring permanent island in that part of Canada lying north of the sixtieth parallel of north latitude and east of the boundary described in Schedule I of the *Nunavut Act* (Canada) and not within any province;
  - (ii) lands, including lands under water, that lie landward of the low water line (ordinary high water mark in respect of Settlement Lands) of the sea coast of the islands in Hudson Bay, James Bay or Ungava Bay that are not within any province; and
  - (iii) lands under water within Small Enclosed Bays along the sea coast of the mainland or any naturally occurring permanent island in that part of Canada referred to in (i) and (ii), above;
- (z) "Parliament" means the Parliament of Canada established pursuant to section 17 of the Constitution Act. 1867;

- (aa) "Parties" means, except as provided in section 5.1, GC, the GN, and NTI, and "Party" means, except as provided in section 5.1, any one of the Parties;
- (bb) "Petroleum" means Oil or Gas;
- (cc) "**Pool**" has the same meaning as 'pool' in section 2 of the *Canada Oil and Gas Operations Act* (Canada);
- (dd) "Regulator" means the Canadian Energy Regulator ("CER") established pursuant to the Canadian Energy Regulator Act (Canada) or any successor regulator to the CER under federal legislation;
- (ee) "Self-Government Agreement" has the meaning ascribed to it in the Devolution Agreement;
- (ff) "**Settlement Lands**" has the meaning ascribed to it in the Devolution Agreement;
- (gg) "Settlement Agreement" has the meaning ascribed to it in the Devolution Agreement;
- (hh) "**Share**" means, with respect to an Interest, an undivided share in the Interest;
- (ii) "Small Enclosed Bays" means any coastal indentation where both:
  - (i) the distance of a straight line across the entrance of the indentation at the low-water line (ordinary high-water mark in respect of Settlement Lands) measures 4 kilometers or less; and
  - (ii) the area of the indentation, including any islands or parts of islands lying within the indentation, is greater than that of a semicircle whose diameter is the distance of the straight line across the entrance of the indentation at the low-water line (ordinary high-water mark in respect of Settlement Lands);
- (jj) **"Straddling Area**" means the surface area of land on or underlying which there is a Straddling Resource;
- (kk) "**Straddling Resource**" means a Pool or Field which is in whole or in part within both the Offshore and the Onshore;
- (II) "Transfer Date" has the meaning ascribed to it in the Devolution Agreement; and
- (mm) "Unitization Agreement" means an agreement between the Affected Parties and all Interest Holders in a Straddling Resource to unitize their

Interests and to administer and manage that unitized Interest as a single unit as provided in section 5.5.

# ARTICLE 3 INTERPRETATION AND GENERAL MATTERS

# 3.1 Interpretation

This Agreement does not and shall not be interpreted as amending or overriding the Devolution Agreement in whole or in part. Where there is an inconsistency or conflict between the provisions of this Agreement and the provisions of the Devolution Agreement, the provisions of the Devolution Agreement shall prevail to the extent of the inconsistency or conflict.

# 3.2 Paramountcy of Land Claims Agreements

In the event of an inconsistency or conflict between this Agreement and the Nunavut Agreement, any other Settlement Agreement, Self-Government Agreement or any other Indigenous land claims agreement within the meaning of section 35 of the *Constitution Act, 1982*, the Nunavut Agreement, the Settlement Agreement, the Self-Government Agreement or the other Indigenous land claims agreement, as the case may be, shall prevail to the extent of the inconsistency or conflict.

# 3.3 Interpretation and Aboriginal Rights and Interests

This Agreement shall be interpreted in a manner consistent with the recognition and affirmation of Aboriginal and treaty rights in section 35 of the *Constitution Act, 1982* and for greater certainty, nothing in this Agreement or its implementing Legislation, shall be construed so as to abrogate or derogate from, or to limit or restrict in any manner:

- (a) the Constitution of Canada;
- (b) any Aboriginal or treaty right recognized and affirmed under section 35 of the *Constitution Act*, 1982;
- (c) any fiduciary duty or obligation of the Crown to the Indigenous peoples of Canada, including any obligation arising from the Constitution of Canada; or
- (d) any executive, prerogative or statutory powers or any legislative authority of the GC, Parliament, the GN or the Legislature, as the case may be, to affect rights referred to in subsection 3.3(b) or 3.3(c) in a manner consistent with the *Constitution Act, 1982*.

# 3.4 Area of Application

This Agreement applies within and throughout the Area of Application.

# 3.5 Illustrative Map

The map in Annex III depicting that portion of the Area of Application described in paragraph 2.1(d)(ii) is for illustrative purposes only.

# 3.6 Legal Effect

- (a) Subject to subsection 3.6(b), the provisions of this Agreement, and any other agreement supplemental or ancillary to this Agreement entered into among the Parties, shall be legally binding upon the Parties.
- (b) Notwithstanding subsection 3.6(a), Article 5 is not legally binding upon NTI, in whole or in part, unless and until NTI otherwise agrees in writing with the other Parties to be bound by Article 5 or any specific provision of Article 5. NTI may, in its discretion, voluntarily comply with Article 5, in whole or in part, in the interests of efficient management and administration, and efficient and economic exploration, development and production, of Petroleum resources in the Area of Application.
- (c) If either of the GC or the GN enacts legislation which has a material adverse effect on any of the rights or obligations of NTI under this Agreement the Parties must, upon 30 days' notice from NTI, meet to discuss NTI's concerns and attempt to address such concerns. If, within one year from the date of such notice, NTI, acting reasonably, is of the opinion that its concerns have not been satisfactorily addressed, NTI may, upon 30 days' notice, cease to be a Party to this Agreement and be released from any obligations of NTI pursuant to this Agreement, except any obligations of NTI arising from provisions of this Agreement which expressly survive its termination.
- (d) Nothing in this Agreement is intended to create any right or benefit, substantive or procedural, enforceable at law by any person or organization, other than a Party, against any Party, its agencies or officers, the Regulator, or any other person.
- (e) For greater certainty, this Agreement does not limit the ability of a Party to enter into any other agreement or arrangement, with any other person or party, with regard to the management, administration and development of Petroleum resources in the Area of Application that is not inconsistent with or in conflict with the terms of this Agreement.
- (f) Nothing in this Agreement affects any rights or obligations of a Party under the Nunavut Agreement. If an inconsistency or conflict arises between a provision of this Agreement and a provision of the Nunavut Agreement, the

provision of the Nunavut Agreement prevails to the extent of the inconsistency or conflict.

# 3.7 Coming Into Force

- (a) This Agreement takes effect on the date it is executed and delivered, prior to or concurrently with the date the Devolution Agreement comes into effect, and remains in effect for an initial term of twenty (20) years from the Transfer Date. This Agreement shall automatically renew for successive periods of 20 years unless, prior to the expiry of each 20-year term, the Parties agree to replace this Agreement with a successor agreement or agree to terminate the Agreement.
- (b) Unless otherwise agreed by the Parties, if this Agreement is terminated in accordance with its terms:
  - (i) such termination shall not affect any existing interest subject to this Agreement, or any other agreement concluded pursuant to this Agreement, including, but not limited to, a Unitization Agreement or any agreement submitted to or otherwise under review by the Parties pursuant to this Agreement at the time of termination of this Agreement, and any such agreement shall remain, or become and then remain, as the case may be, in full force and effect in accordance with its terms;
  - (ii) the provisions of this Agreement shall continue to govern the relationship among the Parties with respect to any Unitization Agreement, or any other agreement concluded pursuant to this Agreement, for the duration of those agreements;
  - (iii) the provisions of this Agreement shall continue to apply to any licence, right, interest or authorization issued by a Party or a Regulator following the Transfer Date and prior to termination of this Agreement; and
  - (iv) the obligations of the Parties set out in section 3.11 concerning confidentiality shall continue to apply.
- (c) On written notice to the other Parties, NTI may withdraw as a Party to this Agreement. NTI's status as a Party will cease 60 days following provision of the written notice. NTI obligations as a Party set out in s. 3.7(b) will survive the withdrawal of NTI as a Party to this Agreement. For greater certainty, in such circumstances this Agreement shall remain in force as it concerns GC and GN.

#### 3.8 Amendment and Review

- (a) This Agreement, and any agreements among the Parties supplemental or ancillary to this Agreement, may be amended at any time by unanimous written agreement among the Parties, and the GC and the GN may by mutual written agreement amend any provision of those agreements to which NTI is not a party or by which NTI is not legally bound.
- (b) Through the Committee, the Parties shall review this Agreement on an ongoing basis but not less than every five (5) years commencing from the Transfer Date, with respect to whether:
  - (i) this Agreement is furthering the purposes of this Agreement, including the coordination and cooperation arrangements agreed to pursuant to this Agreement;
  - (ii) there are any advisable amendments to this Agreement, including any amendments necessary to reflect any changes to legislation applicable in the Onshore or the Offshore; or
  - (iii) there is a continuing need for this Agreement.

# 3.9 Regulator

- (a) The Parties acknowledge that pursuant to section 4.5 of the Devolution Agreement the CER shall continue as the Regulator with respect to Petroleum resources in the Onshore for an initial period of 5 years from the Transfer Date.
- (b) If, pursuant to section 4.6 of the Devolution Agreement, the GN gives notice to the GC and NTI of the GN's determination to use a regulator other than the CER with respect to Petroleum resources in the Onshore, the Parties shall amend the definition of Regulator and any other provisions of this Agreement as may be necessary to reflect this determination. Such amendments shall come into force at the same time as the legislation establishing a regulator other than the CER with respect to Petroleum resources in the Onshore comes into force.

### **3.10 Costs**

Each Party shall be responsible for its own costs incurred in participating under, and fulfilling the commitments set out in, this Agreement.

### 3.11 Confidentiality

(a) Subject to any applicable provision relating to disclosure of information in any law, any Party or Regulator that receives information designated by a Disclosing Party as being confidential or proprietary must not disclose that

- information publicly or to any third parties other than a Regulator, and then only where required by or under this Agreement and only for the purposes set out in this Agreement.
- (b) Each Party shall, either as a requirement pursuant to legislation or as a term of a disposition of an Interest in Petroleum in the Notification Area or in respect of a Straddling Area or Straddling Resource, require the Interest Holder to permit the disclosure by the Party of any confidential, privileged or proprietary information to the other Parties and the Regulator in accordance with the sharing of information as contemplated in this Agreement. The Parties shall maintain the confidentiality of such information in accordance with subsection 3.11(a), and shall request the Regulator to maintain the confidentiality of such information.

#### 3.12 Notices and Communication

- (a) Any notice to be given or communication made to a Party pursuant to this Agreement shall be in writing and shall be considered to have been effectively given or made if delivered to such Party:
  - (i) by hand delivery, either to the individual designated in Annex I for such Party, or to an individual having apparent authority to accept deliveries on behalf of such Party at its address set out in Annex I; or
  - (ii) by electronic mail, at or to the applicable addresses or electronic mail addresses, set out opposite the Party's name set out in Annex I or at or to such other address or electronic mail address for a Party as such Party may from time to time designate to the other Parties in the same manner.
- (b) A notice or communication shall be considered to have been received:
  - (i) if hand delivered: during business hours on a Business Day, delivered to the individual designated in Annex I for that Party, or to an individual having apparent authority to accept deliveries on behalf of that Party at its address set out in Annex I, and if not delivered during business hours, upon the commencement of business on the next Business Day; or
  - (ii) if sent by electronic mail: on the day of delivery, if that day is a Business Day and the electronic mail was delivered to the recipient prior to 5:00 p.m. local time in the place of receipt, and otherwise, on the next Business Day.

# 3.13 Languages of this Agreement

There shall be Inuktut, English and French versions of this Agreement. The English and French versions shall be the authoritative versions and shall each be equally authoritative.

# ARTICLE 4 GENERAL PROVISIONS RELATED TO COORDINATION AND COOPERATION

# 4.1 Nunavut Coordination and Cooperation Committee

- (a) On the Transfer Date the Parties shall establish pursuant to this Agreement the Nunavut Coordination and Cooperation Committee, which Committee shall following the Transfer Date carry out the roles and responsibilities assigned to it under this Agreement.
- (b) The Committee is comprised of six (6) members. Each Party shall appoint 2 senior officials, reporting to the responsible Minister(s) for the GC and the GN, and, to the President for NTI. The appointees shall be responsible for and experienced in the management and administration of Petroleum resources. In the case of the GC and the GN, the appointments shall be made by the responsible Minister(s), and by the President for NTI. Each Party may also designate an alternate representative who may act in the place of a representative of that Party.
- (c) The Chair of the Committee, for meeting purposes, shall rotate alternatively among the representatives of the Parties on an annual basis, commencing with the GN, followed by NTI and then the GC. The Chair shall be responsible for chairing meetings of the Committee and shall prepare and distribute minutes of such meetings and records of decision of the Committee.
- (d) The Committee shall meet at locations to be agreed by the Committee or, alternatively, through electronic forms of meeting, including conference calls and video-conferences.
- (e) Unless the Parties agree otherwise, a quorum of the Committee shall be comprised of a representative of each Party in attendance in person or by a means contemplated in subsection 4.1(d). Decisions of the Committee shall be made by consensus of the representatives of the Parties forming the quorum.
- (f) An *ad hoc* meeting may be called by a Party to address urgent, unexpected, emergency or other pressing issues. The *ad hoc* meeting shall occur as soon as practicable following the calling of the meeting by the Party.
- (g) Each Party shall be responsible for maintaining its own files and records.

- (h) The Party whose representative is Chair of a meeting shall be responsible for the costs of holding that meeting and each Party shall be responsible for its own costs of participating in the meetings.
- (i) The Committee shall meet as often as required, but no less than once annually, in order to review, respond to or otherwise provide advice to the Parties on matters arising under this Agreement. Any recommendations made or agreements or decisions reached by the Committee are subject to ratification and implementation by each Party.
- (j) The representatives of the Parties on the Committee may provide direction or delegate operational activities or policy initiatives, including planning in respect of matters described in this Agreement, to their respective officials where prior referral to the Parties is not required or where there is a need to understand these activities or initiatives more clearly prior to referral to the Parties.
- (k) The Parties may by mutual agreement establish additional administrative practices which are consistent with the purposes of this Agreement.
- (I) The Parties may invite the Regulator to participate in meetings of the Committee where appropriate.
- (m) Subject to the confidentiality requirements of section 3.11, the Committee may consult with or seek the participation of other parties or Experts on matters related to this Agreement.
- (n) In carrying out its mandate pursuant to this Agreement and any decisions made by it, the Committee shall share information for the purpose of cooperating in respect of, and coordinating the management of, Petroleum resources in the Area of Application, and be guided by Inuit Qaujimajatuqangit. Decisions of the Committee shall also be made in a manner consistent with the provisions of the Nunavut Agreement.

# 4.2 Roles and Responsibilities of the Committee

The Committee shall, in order to further the purposes of this Agreement:

- (a) provide a venue for the Parties to discuss issues of concern in the Area of Application;
- (b) ensure that information is shared in accordance with section 4.3;
- (c) enable each Party to autonomously conserve and develop Petroleum resources in respect of which it has administration and control or ownership without adversely impacting development of Petroleum resources under the administration and control or ownership of the other Parties;

- (d) facilitate the effective and efficient conservation, exploration, development, production, management and administration in the Area of Application;
- (e) enhance transparent decision making processes;
- (f) encourage the Parties to provide clarity to industry through consistency in management and administration of Petroleum resource development activities in the Area of Application;
- (g) promote efficient and timely approval processes in respect of the exploration for and development of Petroleum resources in the Area of Application;
- (h) support the work of the Parties to avoid duplicative regulatory requirements and regulatory uncertainty in respect of the exploration for and development of Petroleum resources in the Area of Application;
- contribute to sound and efficient field practices, including minimizing impacts on the environment, through optimal planning, efficient management and sharing of facilities and infrastructures, to the extent economically feasible and practical; and
- (j) advance sustainable development and protection of the environment; and protect the health and safety of those involved in, or affected by, Petroleum resource activities in the Area of Application.

# 4.3 Key Elements of Coordination and Cooperation

The Committee shall coordinate and cooperate for the purpose of facilitating the management, administration and development of Petroleum resources in the Area of Application. Coordination and cooperation shall be related to:

- (a) consultation on amendments to federal and territorial legislation or regulations related to Petroleum resource management and administration in the Area of Application;
- (b) identifying priority research areas, data, and engagement with stakeholders to support sustainable Petroleum resource development and decision-making;
- (c) any other Petroleum resource management matter in respect of which the Parties consider it appropriate to coordinate and cooperate, share information and consult on matters, which may include polices of any Party on moratoria on oil and gas exploration, development, transportation, production, and on the addition of any areas to parks, conservation or other designated protected areas;

- (d) rights issuances including, but not limited to, timing and areas to be considered for calls for nominations and bids for licences or other corresponding processes;
- (e) consultation on rights issuances;
- (f) information and public announcements with regard to rights issuances;
- (g) processes and protocols preceding the issuance of exploration licences, declarations of significant or commercial discovery, significant discovery licences and production licences or their equivalents under the laws of Nunavut, and such other corresponding rights as are issued or agreed to by NTI in respect of Inuit Owned Lands;
- (h) terms and conditions of licences, including, but not limited to: duration, work requirements, allowable expenditures for exploration activities, rentals, and any changes or amendments to licences such as consolidations, and other practices related to rights issuance, management or administration;
- (i) impact assessment;
- (j) regulatory or filing requirements for exploration, drilling and production activities within their respective jurisdictions;
- (k) Benefits Plans and IIBAs where applicable or required, subject to any nondisclosure by NTI relating to any information contained in an IIBA that, in the sole discretion of NTI, is deemed confidential;
- (I) information sharing protocols for exploration and production among the Parties and the Regulator;
- (m) exploration and production activities within their respective jurisdictions;
- (n) considerations relating to the Nunavut Agreement, including, in particular, understanding the key elements and provisions of the Nunavut Agreement that affect, and are affected by, Petroleum activity in the Area of Application and protocols for addressing those considerations;
- (o) Petroleum royalty regimes, including the treatments of costs, and processes for royalty calculation; and
- (p) sharing of information among the Parties related to any and all of the enumerated matters described in this section.

### 4.4 Cooperation with the Regulator

It is the intention of the Parties that nothing in this Agreement shall interfere with or fetter the independence or jurisdiction of the Regulator as provided by legislation.

The Parties shall approach and work cooperatively with the Regulator for the purpose of developing appropriate procedures relating to the application of this Agreement to or by the Regulator.

# ARTICLE 5 COORDINATED MANAGEMENT, ADMINISTRATION AND DEVELOPMENT OF STRADDLING AREAS AND STRADDLING RESOURCES

# 5.1 Interpretation

In this Article:

- (a) if NTI has not given notice under subsection 3.6(b) that it wishes to be bound by this Article (or any specific provision hereof):
  - (i) "Party" means the GC or the GN individually and "Parties" means the GC and the GN; and
  - (ii) "Affected Party" means a Party, as defined in paragraph 5.1(a)(i), which has administration and control of a Petroleum resource which forms part of a Straddling Resource; and
- (b) if NTI has given notice under subsection 3.6(b) that it wishes to be bound by this Article (or any specific provision hereof):
  - (i) "Party" means the GC, the GN or NTI individually and "Parties" means all or any two of the GC, the GN or NTI; and
  - (ii) "Affected Party" means a Party as defined in paragraph 5.1(b)(i) which owns or has administration and control of a Petroleum resource which forms part of a Straddling Resource.

# 5.2 Application of This Article

This Article applies following the Transfer Date and applies to the Notification Area, Straddling Areas and Straddling Resources in the Area of Application.

# 5.3 Notification of a Potential Straddling Resource

Where the data obtained from surveys or drilling results in the Notification Area provides sufficient information for the Regulator to consider whether a Pool or Field exists or does not exist, the legislation referred to in subsection 7.1(a) shall provide that the Regulator shall determine whether a Pool or a Field is a Straddling Resource and shall forthwith notify the Parties of its findings and upon request, provide all related information, results and data to the Parties as may be required or requested.

# 5.4 Proof of a Straddling Resource

- (a) A determination by the Regulator that a Pool or Field is a Straddling Resource is sufficient proof that such Pool or Field is a Straddling Resource for the purposes of and as defined in this Agreement.
- (b) Following the determination by the Regulator that a Pool or Field is a Straddling Resource, the Affected Parties shall, upon request, share with the other Affected Parties, information, results and data as may be relevant to the proper and efficient management, administration and development of the Pool or Field.

# 5.5 Unitization of a Straddling Resource

- (a) Where the Regulator has determined that a Pool or Field is a Straddling Resource, an Affected Party, upon being informed by an Interest Holder or the Regulator that the Interest Holder intends to develop the Pool or Field to produce Petroleum, shall forthwith notify the other Affected Parties of the Interest Holder's intentions.
- (b) Any Affected Party may, by notice to the other Affected Parties, require of the other Affected Parties in accordance with the unitization processes set out in this Article, or as may otherwise be agreed by the Parties, that any Pool or Field that is a Straddling Resource be exploited as a single unit.
- (c) An exploration or drilling program related to the exploration of a Straddling Resource shall, to the extent practicable, be considered and managed as a single exploration or drilling program, and shall be considered as such for the purpose of discharging exploration and drilling obligations under any Interest where applicable.
- (d) Where unitization is required by an Affected Party pursuant to subsection 5.5(b), the Affected Parties shall require the Interest Holder(s) to enter into a Unitization Agreement with the Affected Parties. No development plan shall be approved or consented to prior to a Unitization Agreement being concluded.
- (e) If it becomes apparent after production commences that a Pool or Field is a Straddling Resource, the Affected Party in whose jurisdiction the Pool or Field is being produced shall forthwith notify the other Affected Parties whose jurisdictions the Pool or Field straddles and either of the other Affected Parties may request that the Straddling Resource be exploited as a single unit in accordance with section 5.5 and, if they have not already done so, to enter into a Unitization Agreement as provided in this Agreement with the Affected Parties and all other Interest Holder(s), if any, in the Straddling Resource.

- (f) A Unitization Agreement shall be concluded pursuant to subsection 5.5(d) or subsection 5.5(e) with all Affected Parties and Interest Holders in the Straddling Resource and shall provide, *inter alia* for:
  - (i) the conjoining of their respective rights and interests in the Straddling Resource as provided in the legislation;
  - (ii) sharing the costs and benefits among the Interest Holder(s) relating thereto:
  - (iii) operating the Straddling Resource as a single unit;
  - (iv) determination of the unit operator from among the Interest Holders;
  - (v) the distribution, extent and estimated total Petroleum reserves of the Straddling Resource;
  - (vi) the apportionment between or among the affected jurisdictions of the Petroleum resources comprising the Straddling Resource to provide for the apportionment of production for royalty calculation purposes, which apportionment of production shall reflect the apportionment of Petroleum resources between or among the jurisdictions unless the Parties otherwise agree in writing; and
  - (vii) the apportionment of costs for royalties calculation purposes shall reflect the apportionment of Petroleum resources as determined or agreed upon under paragraph 5.5(f)(vi).
- (g) Where there is common ownership holding exclusive Interests in more than one jurisdiction for the entire Straddling Resource, the Affected Parties shall require the holder of those Interests to conclude a Unitization Agreement with the Affected Parties.
- (h) If there is no Interest Holder in a jurisdiction in which a Straddling Resource straddles, the Affected Party for that jurisdiction shall represent that area in the processes contemplated by this Agreement until such time as an Interest is awarded for that area. The Affected Party for that jurisdiction shall make all reasonable efforts to award an Interest in the area as soon as is practicable.
- (i) If the Affected Parties and any Interest Holders are unable to reach agreement on a Unitization Agreement within 90 days of the date of delivery of a notice pursuant to subsection 5.5(b) or subsection5.5(e), an Affected Party may request that the matter be resolved by an Independent Expert in accordance with the procedure set out in Article 6, *mutatis mutandis*.
- (j) An Affected Party or an Interest Holder shall have the right to request a redetermination of the apportionment of production of the Straddling

Resource between or among the Offshore, Inuit Owned Lands, and the Onshore outside of Inuit Owned Lands, as applicable, or one or more of the elements set out in this section according to conditions specified in the Unitization Agreement. Any redetermination shall have effect only on a prospective basis with respect to future production.

- (k) Unless terminated earlier by agreement of the Parties that are party to such an agreement, a Unitization Agreement or any other agreement concluded pursuant to this Agreement shall remain in force until the later of the date on which:
  - (i) commercial production ends from all Straddling Resources to which any Unitization Agreement applies; and
  - (ii) there are no longer any outstanding obligations with respect to decommissioning or abandonment of any part of the production system in a Straddling Resource to which any Unitization Agreement applies.

# 5.6 Royalty Charges

The Parties agree not to charge a royalty, tax or similar levy on any share of Petroleum produced from the jurisdiction of another Party as apportioned under a Unitization Agreement, without prior written agreement of that other Party, notwithstanding the location of the installations from which the Petroleum is produced.

# ARTICLE 6 ISSUES AND DISPUTE RESOLUTION

#### 6.1 Identification of Issues

- (a) If a Party believes that an issue has arisen related to the implementation of this Agreement or any other agreement supplemental or ancillary to this Agreement, the Party may refer the matter to the Committee with the objective of early identification and resolution of the issue.
- (b) In this Article and Annex II of this Agreement, "**Dispute**" means a dispute among the Parties, or between any two of the Parties, in respect of the interpretation, application or implementation of this Agreement or any agreement entered into pursuant to or in furtherance of this Agreement, but excludes any dispute to which Article 38 of the Nunavut Agreement applies.
- (c) Unless the Parties to a dispute otherwise agree, any dispute under this Agreement to which Article 38 of the Nunavut Agreement applies shall be determined under the dispute resolution procedures set out in Article 38 of the Nunavut Agreement.

## 6.2 Dispute Resolution

- (a) If a Dispute arises, the Parties to the Dispute shall first attempt to resolve the Dispute through negotiation.
- (b) If a Dispute is not resolved through negotiation within 90 days, and the Dispute is not required to be referred to an Independent Expert pursuant to section 6.3, the Dispute shall be referred for resolution by arbitration in accordance with this subsection:
  - (i) on written demand of any Party to the Dispute, the Parties to the Dispute shall attempt to appoint a single arbitrator. If the Parties are unable to agree on a single arbitrator within 60 days, then each Party shall name an arbitrator;
  - (ii) where there are only two Parties to the arbitration so that only two arbitrators are named pursuant to paragraph 6.2(b)(i), those two arbitrators shall promptly choose a third arbitrator.
  - (iii) if any Party shall fail to name an arbitrator within 10 days following the initial 60 day period provided in paragraph 6.2(b)(i) then the requisite second or third arbitrator, as the case may be, shall be appointed by a Justice of the Nunavut Court of Justice;
  - (iv) the single arbitrator or arbitrators selected to act under this Agreement shall be qualified by education, training and experience to determine the particular issue in dispute;
  - (v) the single arbitrator or arbitrators shall proceed immediately to hear and determine the issue or issues in dispute and shall render a decision to each of the Parties to the arbitration within 120 days following the appointment of the last arbitrator, subject to any reasonable delay due to unforeseen circumstances;
  - (vi) notwithstanding the foregoing, in the event the single arbitrator, the arbitrators, or a majority of them, fails to render a decision within 120 days following the appointment of the last arbitrator, then any Party to the arbitration may elect upon written notice to the other Parties to the arbitration to have a new single arbitrator or arbitrators chosen in like manner as if none had previously been selected;
  - (vii) the decision of the single arbitrator, or the decision of the arbitrators, or a majority of them, shall be in writing setting out fully detailed reasons therefor and signed by the single arbitrator, or by the arbitrators, or a majority of them and it shall be binding on the Parties as to the issue or issues submitted to arbitration;

- (viii) the compensation and expenses of a single arbitrator or arbitrators shall be paid in equal portions by the Parties to the arbitration; and
- (ix) save as otherwise expressly provided in this Agreement, the provisions of the *Arbitration Act* (Nunavut) shall apply to arbitrations under this Article and if there is conflict between a provision of this Article and a provision of the *Arbitration Act* (Nunavut), the provision of this Article shall prevail.

# 6.3 Dispute Resolution by Independent Expert

In the event that a Dispute arises regarding the determination whether a Pool or Field constitutes a Straddling Resource and where a Party to the Dispute determines in its discretion that recourse to an Expert is more appropriate due to the complexity, technical or scientific nature of the subject matter, the Dispute shall be referred to a single Independent Expert which possesses advanced knowledge or skill and extensive expertise in respect of the subject matter of the Dispute for resolution and decision in accordance with the provisions of Annex II of this Agreement.

# ARTICLE 7 LEGISLATION AND OTHER GENERAL MATTERS

# 7.1 Legislative Measures

- (a) In order to give effect to the provisions of this Agreement, the GC shall introduce into Parliament and support as a government measure, legislation necessary to:
  - (i) amend the Canada Oil and Gas Operations Act (Canada), and the Canada Petroleum Resources Act (Canada) and any regulations made under those Acts, as required;
  - (ii) implement certain aspects of this Agreement as required; and
  - (iii) make consequential amendments to other federal legislation, including the *Canadian Energy Regulator Act*, (Canada) as required.
- (b) In order to give effect to the provisions of this Agreement, the GN shall introduce into the Legislative Assembly and support as a government measure, legislation necessary to:
  - (i) substantially mirror the legislation and regulations amended pursuant to paragraph 7.1(a)(i);
  - (ii) establish the CER as the Regulator for the purposes of this Agreement, particularly as the Regulator in the Area of Application within the Onshore; and

(iii) make consequential amendments to other territorial legislation as required.

## 7.2 Severability

- (a) Unless otherwise determined by a court of competent jurisdiction, if any provision of this Agreement is rendered invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be considered by any of the Parties to be affected or impaired.
- (b) If a court of competent jurisdiction finally determines that any provision of this Agreement is invalid, illegal or unenforceable, the Parties shall make their best efforts to amend the Agreement to remedy or replace the provision.

# 7.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Nunavut and the laws of Canada as applicable.

#### 7.4 Jurisdiction of Nunavut Court of Justice

- (a) The Nunavut Court of Justice shall have jurisdiction in respect of any action or proceeding arising out of this Agreement.
- (b) Nothing in subsection 7.4(a) shall be construed as limiting the jurisdiction of any other court, including the Federal Court of Canada, as such jurisdiction may be set forth from time to time in Legislation establishing such a court.

#### 7.5 Further Assurances

The Parties shall with reasonable diligence do all things and provide all further documents or instruments as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

#### 7.6 Waiver

No waiver of satisfaction of a condition or non-performance of an obligation under this Agreement is effective unless it is in writing and signed by the Party granting the waiver. No waiver under this section affects the exercise of any other rights under this Agreement.

## 7.7 Headings

The headings in this Agreement have been inserted for convenience only and are not to affect the interpretation of this Agreement.

# 7.8 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by facsimile transmission or in electronically scanned form. A Party that has transmitted an executed counterpart by facsimile transmission or electronically shall also deliver an original counterpart to each of the other Parties, but failure to do so shall not invalidate this Agreement.

[The remainder of this page is intentionally left blank. Signatures are to appear on the following page.]

# NUNAVUT AGREEMENT FOR COORDINATION AND COOPERATION WITH RESPECT TO ONSHORE AND OFFSHORE PETROLEUM RESOURCES

Agreement signed on January 18, 2024, in Iqaluit, Nunavut, by

# FOR THE GOVERNMENT OF CANADA Hon. Dan Vandal Witness Minister of Northern Affairs FOR THE GOVERNMENT OF THE NUNAVUT Hon. P.J. Akeeagok Witness Premier FOR NUNAVUT TUNNGAVIK INCORPORATED Aluki Kotierk Witness President, Nunavut Tunngavik Incorporated

#### ANNEX I CONTACTS

If to the GC: Joanna Ankersmit

Title: Director General, Natural Resources and Environment

Crown-indigenous Relations and Northern Affairs

Address for Delivery of Notice:

25 Eddy Street, 10<sup>th</sup> Floor Gatineau QC K1A 0H4

Email: rights-droits@rcaanc-cirnac.gc.ca

If to the GN: Erika Zell

Title: Assistant Deputy Minister

Intergovernmental Relations

Department of Executive and Intergovernmental Affairs

Government of Nunavut

Address for Delivery of Notice:

PO Box 1000 Station 200 Iqaluit, NU X0A 0H0

Email Address: ezell1@gov.nu.ca

If to NTI: Carson Gillis

Title: Director,

Department of Lands and Resources,

Nunavut Tunngavik, Inc.

Address for Delivery of Notice:

PO Box 1269

Cambridge Bay, NU X0B 0C0

Email Address: CGillis@tunngavik.com

#### ANNEX II INDEPENDENT EXPERT PROCEDURE

- 1. This Annex applies to:
  - (a) A matter requested by an Affected Party to be resolved by an Independent Expert pursuant to paragraph 5.5(f)(i); and
  - (b) Disputes referred to an Independent Expert under section 6.3.
- 2. No later than 90 days following the request of a Party to submit the Dispute to an Independent Expert, the Parties to the Dispute (hereinafter in this Annex, the "Parties" and any one of such Parties, a "Party") shall appoint the Independent Expert.
- 3. The Independent Expert shall be chosen by agreement between or among the Parties from persons who possess advanced knowledge or skill and extensive expertise and experience in the field or in respect of the matter in regard to which the Dispute has arisen and who have no conflict of interest.
- 4. If, by the end of the 90 day period specified in paragraph 2 of this Annex II, no agreement has been reached over the choice of the Independent Expert, each Party shall submit to the other Party or Parties the names of two Independent Experts, and the Parties shall within 30 days of the exchange of submissions select the Independent Expert from the submissions by drawing lots.
- 5. If the Independent Expert to be appointed is unable or unwilling to act or fails, in the opinion of the Parties, to act within a reasonable period of time to decide the matter in question, then the Parties shall apply once again the procedure provided for in paragraphs 3 and 4 of this Annex.
- If, within the time specified under this Annex II, a Party fails to respond to any request or notice, such Party shall be deemed to have waived its rights to participate in the process for appointing an Independent Expert set out in this Annex II, but nevertheless shall be bound by the actions of the other Party or Parties in selecting an Independent Expert and by the decision of the Independent Expert.
- 7. The task of the Independent Expert shall be to reach an independent determination of the matters in Dispute submitted to the Independent Expert by the Parties.
- 8. The Independent Expert may, with the prior written consent of the Parties, engage an independent contractor or contractors to perform work necessary to enable the Independent Expert to reach a decision.
- 9. The fees and disbursements of the Independent Expert, including the cost of any independent contractor or contractors approved by the Parties under paragraph 8 of this Annex, shall be borne equally by the Parties involved in the Dispute.

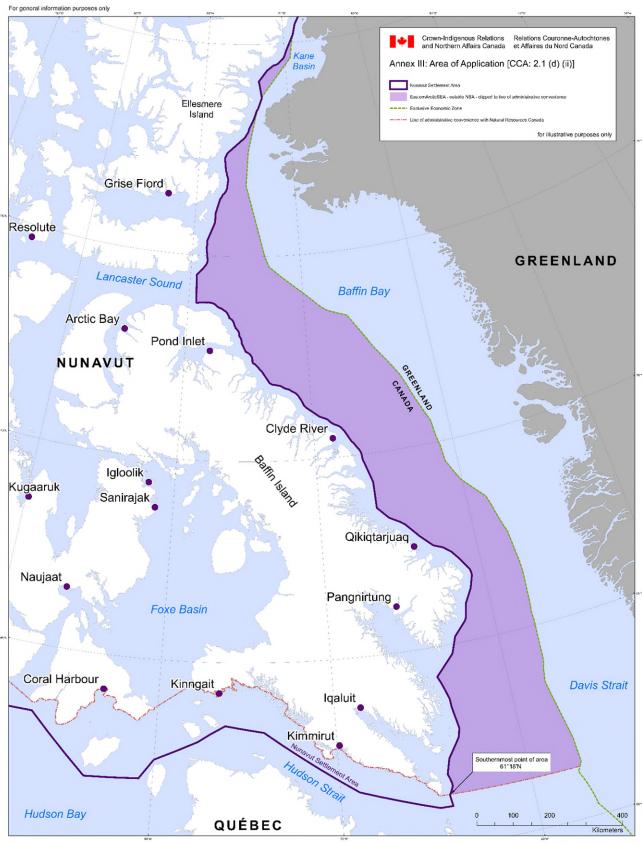
- 10. All meetings of the Independent Expert with representatives of a Party shall include the chosen representatives of the other Party or Parties. All communications among the Parties and the Independent Expert outside of meetings shall be conducted in writing, and a person communicating with the Independent Expert shall at the same time copy the communication to the other Party or Parties.
- 11. A Party may be assisted by any Interest Holders holding Interests issued by that Party.
- 12. The Independent Expert shall render a preliminary decision within 90 days following the date of the appointment of the Independent Expert, or within any other period agreed to by the Parties. The preliminary decision shall be accompanied by supporting reasons and documentation needed to allow the Parties to assess the decision adequately.
- 13. Each Party (in this paragraph the "Requesting Party") shall have the right, within 60 days following its receipt of the preliminary decision, to request that the Independent Expert clarify or reconsider the decision of the Independent Expert as well as the supporting reasons and documentation, and to make additional submissions to the Independent Expert for the Independent Expert's consideration. In the event of a request and further submissions, the other Party or Parties shall, within 15 days following receipt of a copy of the Requesting Party's submissions, have the right to make further submissions.
- 14. Each Party shall require Interest Holders holding Interests issued by that Party to cooperate fully in supplying information and otherwise facilitating any determination or redetermination performed by the Independent Expert.
- 15. The Independent Expert shall issue a final decision in writing on the matter in Dispute no later than 120 days following the issuance of the preliminary decision.
- 16. The Independent Expert shall review all communications and submissions made by the Parties before rendering any interim or final decision in respect of the Dispute.
- 17. In the final decision, the Independent Expert shall provide fully detailed reasons for the decision. The final decision shall be final and binding on the Parties and may not be challenged by appeal or review in any court except on the ground that the Independent Expert erred in law or exceeded the Independent Expert's jurisdiction. Each Party agrees to implement the final decision in accordance with its terms.
- 18. The Parties shall require that the Independent Expert and any independent contractor hired by the Independent Expert take all reasonable steps to maintain the confidentiality of all information supplied to them.
- 19. Where a person has acted as an Independent Expert in a Dispute;

- (a) the person may not be called to give evidence, and is not compellable as a witness, in legal proceedings related to the Dispute; and
- (b) the person's notes or records related to the Dispute are not admissible as evidence in any legal proceedings related to the Dispute.



# ANNEX III MAP OF PORTION OF AREA OF APPLICATION DESCRIBED IN PARAGRAPH 2.1(d)(ii) (for illustrative purposes only)





# **APPENDIX 13**

# AGREEMENT FOR COORDINATION AND COOPERATION WITH RESPECT TO LANDS MANAGEMENT IN NUNAVUT



# AGREEMENT FOR COORDINATION AND COOPERATION WITH RESPECT TO LANDS MANAGEMENT IN NUNAVUT

#### **BETWEEN**

GOVERNMENT OF NUNAVUT as represented by the Premier (hereinafter referred to as the "GN")

and

NUNAVUT TUNNGAVIK INCORPORATED as represented by the President (hereinafter referred to as "NTI")

Made with effect as of this 18th day of January, 2024

#### WHEREAS:

- A. The Government of Canada has agreed to devolve to the GN certain Public Lands and rights in respect of Waters in Nunavut pursuant to the Devolution Agreement;
- B. The Devolution Agreement provides for the negotiation of an agreement between the GN and NTI, setting out a relationship which provides for coordination and cooperation with respect to the management of Public Lands and rights in respect of Waters, and Inuit Owned Lands;
- C. As of the Transfer Date, the GN will hold certain legislative powers and responsibilities with respect to Public Lands and rights in respect of Waters in Nunavut;
- D. Inuit peoples of Nunavut have traditionally managed, used and occupied lands in Nunavut; and
- E. The Parties desire to foster, strengthen and formalize the arrangements and relationships between them.

#### **NOW THEREFORE** the Parties agree as follows:

#### 1. **DEFINITIONS**

1.1 In this Agreement, including the recitals:

"Agreement" means this Agreement for Coordination and Cooperation with Respect to Lands Management in Nunavut.

"Devolution Agreement" means the Nunavut Lands and Resources Devolution Agreement among the Government of Canada, the GN, and NTI.

"Inuit Owned Lands" has the same meaning as set out in the Nunavut Agreement.

**"Management of Lands and Resources"** means the management of Public Lands and rights in respect of Waters, and Inuit Owned Lands.

"Nunavut Agreement" means the Agreement Between the Inuit of the Nunavut Settlement Area as represented by the Tungavik Federation of Nunavut and Her Majesty the Queen in right of Canada, executed on May 25, 1993 and ratified, given effect and declared valid by the Nunavut Land Claims Agreement Act (Canada) and entered into force on July 9, 1993, and includes any amendments to that agreement.

"Nunavut Joint Committee" means the bilateral GN/NTI committee on Management of Lands and Resources established under section 3.1.

"Parties" means the GN and NTI, and "Party" means any one of the Parties.

"Public Lands" means any land in the onshore, or any interest in such land, that is under the administration and control of the GN and includes beds of bodies of waters, minerals, oil, gas and buildings, structures, improvements and other fixtures, on, above or below the surface of the land, except for such lands, or any interest therein, specifically excluded from transfer pursuant to the terms of the Devolution Agreement.

"RIA" means Regional Inuit Association.

"Transfer Date" has the same meaning as set out in the Devolution Agreement.

"Waters" means any inland waters on or below the surface of land in Nunavut, whether in a liquid or a frozen state, the rights in respect of which the GN holds administration and control.

#### 2. PURPOSE AND OBJECTIVES

- 2.1 The purpose of this Agreement is to formalize relationships and allow the further development of agreements or other arrangements between the GN and NTI for cooperative and coordinated Management of Lands and Resources, recognizing the rights, titles, jurisdiction and authority of each Party and taking into account that:
  - (a) Public Lands and Waters in Nunavut shall be managed in accordance with the Nunavut Agreement and territorial legislation, and in keeping with the honour of the Crown including any requirement for consultation and if appropriate, accommodation:
  - (b) Public Lands, Waters, and resources in Nunavut shall be managed under a system of policies and legislation that reflects regional and Inuit approaches and decision-making;
  - (c) Inuit Owned Lands, waters and resources shall be managed in accordance with the Nunavut Agreement, applicable territorial legislation and NTI and RIA policies, procedures and by-laws for the benefit of Inuit; and
  - (d) the Parties, in carrying out their responsibilities for Management of Lands and Resources, shall:
    - (i) engage in discussions in respect of the Management of Lands and Resources;
    - (ii) promote the harmonization of legislation, policies and programs in areas of common interest;
    - (iii) foster sustainable development, by safeguarding the environmental integrity of Nunavut and by contributing to the economic, social and cultural well-being of Inuit and other Nunavummiut;
    - (iv) take into account opportunities for strategic training and business development of lands and resources in Nunavut;

- (v) take into account the desire for land and resource management systems to be affordable, effective, coordinated, and economically competitive; and
- (vi) consider such other means to cooperate and coordinate as the Parties deem appropriate.

#### 3. NUNAVUT JOINT COMMITTEE ON LANDS AND RESOURCE MANAGEMENT

- 3.1 In furtherance to the relationships and arrangements referred to in section 2.1, the Nunavut Joint Committee is hereby established.
- 3.2 The purpose of the Nunavut Joint Committee is to promote systems for Management of Lands and Resources that advance the purpose and objectives in section 2.1.
- 3.3 The Nunavut Joint Committee members are:
  - (a) for the GN: senior officials to be determined or their authorized delegate(s); or
  - (b) for NTI: CEO of NTI and the Executive Directors of the RIAs or their authorized delegate(s).
- 3.4 The Nunavut Joint Committee shall meet at least once a year, unless otherwise agreed, at locations to be agreed by the Joint Committee with a preference for locations in Nunavut or, alternatively, through electronic forms of meeting, including conference calls and videoconferences. The Parties shall convene the first meeting of the Nunavut Joint Committee within six months of the Transfer Date.
- 3.5 Each Party of the Nunavut Joint Committee shall be responsible for maintaining its own files and records.
- 3.6 The chair of the Committee, for meeting purposes, shall rotate alternatively among the representatives of the Parties on an annual basis, commencing with the GN, followed by NTI. The chair shall be responsible for chairing meetings of the Committee and shall prepare and distribute minutes of such meetings and records of decisions of the Committee.
- 3.7 The Party whose representative is chair of a meeting shall be responsible for the costs of holding that meeting and each Party shall be responsible for its own costs of participating in the meetings.
- 3.8 The Nunavut Joint Committee may establish working groups to carry out any tasks assigned by the Nunavut Joint Committee. The Nunavut Joint Committee members may each designate one or more officials to participate in any working groups that are established by the Nunavut Joint Committee.
- 3.9 The Nunavut Joint Committee may invite observers (non-members) to its proceedings and determine whether and to what extent they may participate. This may include representatives of boards, councils, co-management boards, regulatory bodies or other officials of organizations as agreed to by the Nunavut Joint Committee.

3.10 The Nunavut Joint Committee shall carry out its duties by consensus and with regard to the Inuit Qaujimajatuqangit Principles of:

Inuuqatigiitsiarniq - Respecting others, relationships and caring for people;

Tunnganarniq - Fostering good spirit by being open, welcoming and inclusive;

Aajiiqatigiinniq - Decision making through discussion and consensus;

Ikajuqtigiinniq - Working together for a common cause; and

Avatittinnik Kamatsiarniq - Respect and care for the land, animals and the environment.

- 3.11 The Nunavut Joint Committee may make rules respecting its practice and procedure.
- 3.12 Decisions of the Nunavut Joint Committee are subject to necessary authorizations or ratifications by the Parties.

#### 4. DUTIES OF THE NUNAVUT JOINT COMMITTEE

- 4.1 The duties of the Nunavut Joint Committee are to:
  - (a) from time to time, review the systems utilized for the Management of Lands and Resources;
  - (b) review and develop any proposed changes to the systems described in subsection (a), including any associated program, policy or legislative changes that are necessary to further the purpose and objectives listed in section 2.1;
  - (c) review and develop any proposed changes to:
    - (i) the mirrored legislation that the GN is required to enact on the Transfer Date pursuant to the Devolution Agreement; and
    - (ii) land and resource management legislation;
  - (d) review and develop proposals for any new program, policy, or legislation for Management of Lands and Resources;
  - (e) develop protocols for the involvement of the GN and NTI in proposed program, policy or legislative changes referred to in 4.1(b) and (c) above, all consistent with the duties associated with the honour of the Crown, including the duty to consult and where appropriate accommodate; and
  - (f) carry out any other activities as may be agreed by the Parties.
- 4.2 As a matter of priority and without limiting section 4.1, the Nunavut Joint Committee shall establish a joint review of the Parties' respective land and resource management systems to consider ways that these systems may be implemented in a consistent and coordinated manner.

4.3 The GN and NTI acknowledge that differences exist between them concerning the amendments to the territorial Property Assessment and Taxation Act ("PATA amendments") brought into force on May 27, 2022. NTI filed a lawsuit on August 10, 2022, challenging the GN's PATA amendments. GN and NTI are committed to resolving the differences between them concerning the PATA amendments within two (2) years of the signing of this Agreement. GN and NTI agree to begin formal negotiations, through a working group established by the Nunavut Joint Committee pursuant to section 3.8 of the Coordination and Cooperation Agreement, or a separate committee established for that purpose, within thirty (30) days following the signing of this Agreement. It is understood and agreed to by the Parties that all negotiations under this article shall be conducted on a confidential and without prejudice basis.

## 5. GENERAL PROVISIONS

- In the event of an inconsistency or conflict between this Agreement and any Indigenous land claims agreement or Indigenous self-government agreement, within the meaning of section 35 of the *Constitution Act, 1982*, the Indigenous land claims agreement or Indigenous self-government agreement, as the case may be, shall prevail to the extent of the inconsistency or conflict.
- 5.2 This Agreement may be signed and delivered by any Party in counterpart, and all such counterparts together shall constitute one and the same document.
- 5.3 By signing this Agreement, each Party warrants that it has all necessary internal approval to authorize the Party's authorized representative to sign this Agreement on behalf of the Party.
- 5.4 This Agreement comes into effect on the date it is executed and delivered, prior to or concurrently with the date the Devolution Agreement and comes into effect and remains in effect for an initial term of ten (10) years. This Agreement shall automatically renew for successive periods of 10 years unless, prior to the expiry of each 10-year term, the Parties agree to replace this Agreement with a successor agreement or agree to terminate this Agreement.
- 5.5 This Agreement may only be amended by consent of the Parties, given in writing.
- This Agreement may be signed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute one single document. Counterparts may be transmitted in electronic scanned form and each such transmitted counterpart shall be deemed to be an original. Parties transmitting electronically shall also deliver an original counterpart to the other Parties, but failure to do so shall have no effect on the validity this Agreement.
- 5.7 Nothing in this Agreement precludes either Party from:
  - (a) entering into another agreement with; or
  - (b) proposing amendments to this Agreement to add provisions for and add as a party;

another Aboriginal people with Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982* in Nunavut.

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# AGREEMENT FOR COORDINATION AND COOPERATION WITH RESPECT TO LANDS MANAGEMENT IN NUNAVUT

Agreement signed on January 18, 2024, In Iqaluit, Nunavut, by

For the Government of Nunavut	
Hon. P.J. Akeeagok	Witness
Premier of Nunavut	Timeso
For Nunavut Tunngavik Incorporated	
Aluki Kotierk	Witness
President, Nunavut Tunngavik	
Incorporated	

#### **APPENDIX 14**

# IMPLEMENTATION PLANNING COMMITTEE TERMS OF REFERENCE

#### **DEVELOPED BY**

The Government of Nunavut (hereinafter referred to as "GN")

and

The Government of Canada (hereinafter referred to as "GC")

and

Nunavut Tunngavik Incorporated (hereinafter referred to as "NTI")

**WHEREAS** a Nunavut Land and Resources Devolution Agreement ("**Devolution Agreement**") has been signed by GC, the GN, and NTI ("**Parties**");

**AND WHEREAS** Chapter 12 of the Devolution Agreement requires the establishment of an Implementation Planning Committee ("**IPC**") and an Implementation Plan which is to guide the implementation of the Devolution Agreement by the Parties;

**AND WHEREAS** representatives of the Parties have developed this document ("**Terms of Reference**") which identifies the role of the IPC with respect to the implementation of the Devolution Agreement.

## 1. The Terms of Reference

- 1.1 The Terms of Reference outline a process to identify the activities arising from the Devolution Agreement which the IPC shall incorporate into the Implementation Plan, as well as the role and composition of the IPC.
- 1.2 In accordance with section 12.6 of the Devolution Agreement, the Terms of Reference are not legally binding and do not create legal obligations, do not form part of the Devolution Agreement, and nothing in these Terms of Reference are to be considered an amendment to, modification of, or derogation from the Devolution Agreement.
- 1.3 Where there is any inconsistency or conflict between the Terms of Reference and the Devolution Agreement, the Devolution Agreement shall prevail to the extent of the inconsistency or conflict.

1.4 The Terms of Reference are not to be used for the purposes of interpreting the provisions of the Devolution Agreement.

# 2. Term

2.1 The IPC will be in effect on the date of signing of the Devolution Agreement and will end on the first anniversary of the Transfer Date of the Devolution Agreement.

### 3. Responsibilities

- 3.1 The IPC will develop an Implementation Plan which shall identify and include:
  - the responsibilities and activities required to implement the Devolution Agreement including legislative requirements arising from the provisions of the Devolution Agreement;
  - (b) the Parties to the Devolution Agreement that are responsible for, and the required time frames to fulfill, the responsibilities and the activities identified for implementation;
  - (c) communication and information strategies in respect of the implementation of the Devolution Agreement;
  - (d) a process to facilitate co-ordination and co-operation among the Parties to the Devolution Agreement to carry out implementation, including a process to determine that the identified responsibilities and activities have been fulfilled; and
  - (e) any other implementation matters as the Parties may agree.

# 4. Meeting with Indigenous Groups

- 4.1 The IPC shall hold a meeting at least once per year with Indigenous groups including Ghotelnene K'odtineh Dene and the Athabasca Denesuliné, in regard to implementation matters referred to in section 3.1 that may affect the asserted or established rights of such Indigenous groups under section 35 of the *Constitution Act*, 1982, in order to share updates and ongoing progress of such implementation matters.
- 4.2 Prior to meeting with an Indigenous group, including Ghotelnene K'odtįneh Dene and the Athabasca Denesųłiné, pursuant to section 4.1, the GC shall provide to that Indigenous group information, including updates and ongoing progress, in regard to implementation matters that may affect the asserted or established rights of that Indigenous group under section 35 of the *Constitution Act, 1982*. Such information shall be provided by the GC sufficiently in advance of a meeting so that the Indigenous group has a reasonable amount of time to review the information prior to the meeting.

# 5. Composition

- 5.1 The IPC will operate on a consensus basis and will be comprised of two members of each Party:
  - (a) two senior officials appointed by the GC;
  - (b) two senior officials appointed by the GN; and
  - (c) two senior officials appointed by NTI.

# 6. Quorum

6.1 One member each from the GN, GC, and NTI will comprise a quorum.

## 7. Costs

7.1 The costs associated with participation will be borne by the respective Parties.

# 8. **Confidentiality**

- 8.1 Existing confidentiality agreements signed during negotiations shall continue to apply to implementation activities unless and until new confidentiality agreements are entered into by the Parties specifically related to implementation activities.
- 8.2 Parties agree to continue to hold confidential information shared in the course of implementation activities in accordance with the policies and procedures of the custodian of that information.

# 9. Working Groups

9.1 The IPC may establish working groups to support the Implementation Plan, as necessary.

# 10. <u>Dispute Resolution</u>

10.1 Any dispute arising as a matter of the Implementation Plan that cannot be resolved at the working group level, or by the IPC, shall be referred to the Implementation Representatives Table. Should the dispute not be resolved by the Implementation Representatives Table, a Party may refer the dispute to the dispute resolution process outlined in Chapter 13 of the Devolution Agreement.

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