



NIRB File No.: 17XN011

March 22, 2018

Chief Darryl Marlowe
Łutsel K'e Dene Band
P.O. Box 28
Łutsel K'e, NT X0E 1A0

Sent via email: chief.lkdfn@gmail.com

Re: Invitation to appoint community representatives to attend a Draft Scope and Environmental Impact Statement Guidelines Workshop for the proposed “Grays Bay Road and Port” Project

Dear Chief Darryl Marlowe:

The Nunavut Impact Review Board (NIRB or Board) will be holding a Draft Scope and Environmental Impact Statement Guidelines Workshop in Yellowknife as part of the NIRB's Review of the “Grays Bay Road and Port” project proposal (the Project). While this proposed infrastructure project would occur in the Kitikmeot Region of Nunavut, the NIRB wishes to ensure that any potential transboundary effects or concerns from communities in the Northwest Territories regarding this proposed project are given due consideration through our Review process. This letter is an invitation for your organization to select **three [3]** community representatives to attend the workshop and share their comments and questions about the proposed project with the NIRB's staff. Individuals with experience and knowledge to share regarding identification of potential project effects on caribou, harvesting and traditional land use would be best-positioned to participate in this Workshop.

To facilitate planning and the necessary travel arrangements, we ask that you provide the NIRB with the names of your selected representatives as soon as possible, and that all required documentation be provided no later than **March 29, 2018**.

Workshop Details

Dates: April 9-10, 2018
Times: 9:00 am – 5:00 pm each day
Location: Explorer Hotel, Yellowknife, NT
Project Title: Grays Bay Road and Port Project
Proposed by: Kitikmeot Inuit Association and Government of Nunavut (the Proponent)

Community members have important knowledge and perspectives that the NIRB considers critical to informing its impact assessment process. During the Workshop the NIRB will provide an opportunity for the representatives to offer their questions, thoughts or comments about the scope of the proposed project and the guidelines that will be issued by the NIRB for the Proponent's development of an Environmental Impact Statement for this assessment. To ensure the workshop is successful, it will be important that the representative be present for the duration of the meetings and able to participate actively throughout the scheduled times. The feedback received will provide the Board with insight into each community's views and perspectives about the proposed project and what questions should be addressed through the assessment.

The representatives selected do not need to be elected officials or staff persons from your organization; however, it is important that the individual you select be comfortable participating at this public event and sharing the views of your organization/community. Please note that the NIRB will pay the full cost of airfare, hotels and per diems for the travel associated with the workshop; however, we are unable to provide meeting participants with honoraria or any other form of payment for participating.

Once a representative has been appointed by your organization, please provide them with all of the information contained within this letter:

- 1) Appendix A contains direction on the community representatives' role during the workshop;
- 2) Appendix B contains a description of the proposal;
- 3) Appendix C is required to designate the appointed representative;
- 4) Appendix D contains important information required for travel planning; and
- 5) Appendix E contains the Travel Agreement.

Please have the community representative complete the following form and submit them to the NIRB office at info@nirb.ca or via fax (867) 983-2594 by **March 29, 2018**.

1. Community Representative Information Form (attached Appendix C).
2. A signed Travel Agreement (attached Appendix E).

All information pertaining to the NIRB's Review of this project proposal can be accessed from the NIRB's online public registry at www.nirb.ca by using the following information:

- Project Name: Grays Bay Road and Port
- NIRB File No.: 17XN011
- Application No.: 125069

If you have any questions, please do not hesitate to contact Kelli Gillard, A/Director, Technical Services at (867) 983-4619 or at kgillard@nirb.ca or by calling toll-free at 1-866-233-3033.

Thank you in advance for providing a representative to participate in the NIRB's Draft Scope and Environmental Impact Statement Guidelines Workshop for the proposed Grays Bay Road and Port Project. We look forward to working with your selected representative(s) at the Workshop.

Sincerely,



Keith Morrison
Technical Advisor II
Nunavut Impact Review Board

cc: Agatha Laboucan, Senior Administrative Officer for Łutsel K'e Dene Band
Ray Griffith, Wildlife, Lands, and Environment A/Manager, Łutsel K'e Dene First Nation
Mark Cliffe-Phillips, Mackenzie Valley Review Board

Attachments (5): Appendix A - Role of Community Representative
Appendix B - Project Summary in English
Appendix C - Community Representative Information Form
Appendix D - Community Representative Travel Information
Appendix E - Travel Agreement

Appendix A: Community Representative's Role

Members of the public have important information and Inuit Qaujimaningit and/or Traditional Knowledge that the NIRB considers critical to its environmental assessment process. The Workshop allows a community representative an opportunity to ask the NIRB about the environmental assessment process and provide information that can be incorporated into the description of the Scope of the Project, and issues and concerns that will assist in developing the Guidelines that will instruct the Proponent when they create the Environmental Impact Statement for the project.

The Workshop will be structured as follows:

LOCATION	DATE	TIME*	SCHEDULE
Yellowknife, Katimavik C Room, Explorer Hotel	April 9, 2018	9:00 a.m. – 5:00 p.m.	Scope Workshop
	April 10, 2018	9:00 a.m. – 5:00 p.m.	Guidelines Workshop

Community representatives are provided with an opportunity to share any comments, questions or concerns with the Nunavut Impact Review Board (NIRB or Board) at the Workshop which will be considered as the Board in its preparation of the Scope and EIS Guidelines of the Project. Community representatives are asked to speak during the Workshop on behalf of themselves, a community organization, or express community concerns, questions or thoughts in regards to the proposed project. As a representative, you are encouraged to speak with other members of your community or organization to ensure a broad understanding of the community's ideas or concerns about the project and, at a minimum, provide information on the following questions:

1. Does the description of the project (the Scope) include all the activities which may be involved with the Project?
 - Are there activities that may be missing?
 - Are there activities which may need to be further described?
2. How might the environment in my region be impacted if the proposed Project is allowed to proceed?
3. How might traditional activities, that either I or my community participate in, be impacted or changed if the proposed Project is allowed to proceed?
4. How might my community change or be impacted if the proposed Project is allowed to proceed?
5. What are the potential impacts I am concerned about?
6. What information is necessary in order to make a decision regarding the project?

Appendix B: Project Summary

The scope of the Grays Bay Road and Port project proposal includes the following undertakings, works, or activities:

- Construction and operations of an approximately 230 kilometre (km), permanent year-round, all-weather road, managed through a tolling regime, specifically:
 - Road design: crest between 8.7 and 10 metres (m) wide, maximum vertical slope of 6%, and maximum cross-slope of 2.5%, and appropriate navigation aids.
 - Truck turnouts established every 50 m to meet safety requirements during construction, with possible reuse of the gravel if turnouts are removed for operations.
 - Up to 230 drainage areas would be required: approximately 18 single or multi-span bridges, up to 50 culverts of diameters between 1.5 m and 5 m, in addition to numerous culverts less than 1.5 m in diameter.
 - Up to four (4) temporary camps used during construction of the road, relocated every three (3) months as construction progresses, with each camp to accommodate up to 80 personnel per year. Additional camp infrastructure: offices, maintenance shops, equipment and material storage, fuel storage (up to 20,000 litres (L) diesel stored in enviro-tanks, in addition to limited amounts of propane and gasoline), water use, and temporary waste and wastewater storage facilities. Waste water and sewage transported to Grays Bay Port or Jericho Station for treatment, incineration or backhaul and disposal at accredited facility until permanent solid waste and sewage facilities are commissioned.
- Construction and operations of a Grays Bay Port, open annually during the open-water season (July to October), managed through port fees, specifically:
 - Initial development of one (1) wharf, designed based on the potential docking size of a 75,000 deadweight tonnes Ore-Bulk-Oil class 1A vessel, and a second wharf when demand warrants.
 - Dredging of sea floor to reach appropriate depths in the development of the wharf.
 - Installation of a small craft harbour to provide safe moorage for up to 50 vessels, including floating docks, launching ramp, refueling station containing approximately 5,000 L of gasoline, tent and refuge area, light vehicle parking for the public, and optional breakwater to reduce wave height within the harbour.
 - Installation of appropriate navigation aids.
 - Transport, temporary storage, and staging of materials and equipment including:
 - Mobilization of construction materials and equipment via two (2) ocean freighters and barges, lightering and delivering to the Grays Bay shore, followed by annual sealift deliveries during construction and operations.
 - During construction, staging and laydown areas established to store and maintain equipment and supplies, provide loading and unloading facilities, stockpile granular material, store fuel, and provide helicopter landing sites.

- During operations, laydown and container storage area would support the receipt, handling, and storage of any materials or supplies required for any exploration and mining projects as well as community resupply.
- Establishment of a camp and associated port facilities: temporary accommodations of up to 60 personnel during construction, and permanent, seasonal accommodations for up to 20 personnel per year during operations; offices and support buildings; maintenance shops; generators; water management and waste water treatment facilities; solid waste and wastewater storage facilities including landfill and incinerator; and helicopter pad.
- Establishment of fuel storage facilities within secondary containment to initially contain 25 million litres (ML) of diesel with the potential to expand to 100 ML of diesel.
- Establishment of up to a 1,800 m airstrip constructed initially at either the proposed location of the permanent strip or at a widened section of the embankment along Grays Bay Road at a suitable location. The permanent 1,800 m gravel airstrip and access road would be constructed and operated year round and involve support infrastructure including air traffic control, fuel storage facilities to hold up to 90,000 L of jet fuel, a shelter building, a cargo shelter, and maintenance garage for storage of snowplowing and airfield grading equipment.
- Progressive development of facilities for third party users, including accommodations, hotel, and commercial facilities which may require site grading.
- Establishment of Jericho Station located at or near the existing Jericho Mine Site for maintenance crew and truck drivers, including:
 - Construction and operations of a vehicle parking area, three (3) person camp, offices, refuelling facilities, refuge station, and associated water, waste, and power facilities. Wastes backhauled to accredited facility or disposed of at Jericho station if incinerator or permanent waste storage location established.
 - Optional use of the existing airstrip associated with the Jericho mine during construction to mobilize the workforce and to bring in supplies. During operations, potential use of the existing airstrip at Jericho for emergency response.
 - Up to 5,000 L fuel stored at the airstrip in drums or enviro-tanks.
 - Tank farm established within secondary containment to hold up to 20 ML of fuel.
 - Staging areas constructed to store materials in transit from Grays Bay until winter road established.
- Quarrying at up to 40 temporary and permanent sites to supply up to 8,000,000 cubic metres (m³) of rock for construction of the road and port, with up to 100,000 m³ required annually during operations for road maintenance. Locations approximately every seven (7) km and ideally within 500 metres of the proposed all-season road; every third quarry potentially a permanent quarry used for the life of the Project. Blasting may be required from some if not all quarries during construction; explosives would be stored in accordance with regulations.
- Construction and operation of a winter road to connect various sites including:
 - During construction, winter road sections would be constructed to access quarries and mobile camps along the all-weather road route.

- During pre-construction and annually thereafter, a winter road would connect the Jericho Station to Contwoyto Lake and the Tibbitt-Contwoyto Winter Road to transport supplies.
 - During construction, approximately 1,000 trucks each winter season would transport supplies, with yearly amounts of traffic expected to decrease significantly during operations.
- Water use of up to 600 m³ per day (100,000 m³ per year) during construction, and less than 100 m³ per day during operations; sources yet to be determined.

Appendix C: Community Representative Information Form

Event: NIRB Draft Scope and Environmental Impact Statement Guidelines Workshop for the proposed “Grays Bay Road and Port” Project

Dates: April 9-10, 2018

Community: Yellowknife, NT

Location: Katimavik C Room (Explorer Hotel)

Representative information:

Legal Name (please print clearly): _____

Gender: ☐ Male or ☐ Female

Telephone Number: _____ Email address: _____

Community represented: _____

Nominating Agency:

Emergency contact person:

Name: _____ Telephone number: _____

Appendix D: Community Representative Travel Information

The NIRB will be starting the Workshop at 9 am at the Katimavik C Room at the Explorer Hotel.

Travel Details

Community representatives must complete the following attached forms and submit them to the NIRB at info@nirb.ca or via fax at (867) 983-2594 by **March 29, 2018**:

1. Community Representative Information Form (attached Appendix C).
2. A signed Travel Agreement (attached Appendix E).

The NIRB will arrange for community representatives to travel to Yellowknife, arriving on or before **Sunday, April 8, 2018** and returning to his/her home community on **Wednesday, April 11, 2018**, or as flight schedules allow (**to be confirmed**). The NIRB plans to coordinate and arrange all air travel through regularly scheduled flights and will inform your office and the selected representative once travel arrangements have been finalized. Please be aware that before the NIRB can make any travel or accommodation arrangements, **the representative must sign a Travel Agreement and complete the Community Representative Information Form** (Appendix C and E). Information provided on the forms will be kept strictly confidential and will not be shared with any third party. The contact information provided will only be used by the NIRB in the case of an emergency. If the representative is a youth under 19 years of age, the form must be signed by his/her parent or guardian before travel will be arranged.

Note: Once travel arrangements have been finalized, the NIRB cannot make changes to the itinerary.

Honoraria and Per Diems

The NIRB will provide out-of-town representatives who travel to attend the event with a cheque daily for Per Diems to cover the cost of meals and other incidental items for the duration of the meetings. The Per Diems will be based on a standard government rate. The Board will provide each out-of-town representative with a per diem cheque during the afternoon break for the first day of the Workshop. Participants will be required to sign attendance forms for the morning and afternoon sessions of each day of the Workshop and per diems will only be issued to representatives upon confirmation of attendance.

The NIRB cannot provide honoraria to participants. It is unethical for an Institute of Public Government, such as the NIRB, to compensate representatives participating in a quasi-judicial process. Any decision to provide honoraria to a participant would be one made by the participants' representing organization, and not by the NIRB.

Accommodation

The NIRB has reserved a block of hotel accommodations in Yellowknife to facilitate participation by out-of-town community representatives in the Workshop.

Appendix E: Travel Agreement

ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT ("AGREEMENT")

The Nunavut Impact Review Board ("NIRB") has requested that I travel from Lutsel K'e to Yellowknife on or near April 8, 2018 returning to Lutsel K'e at the close of NIRB workshop, on or near April 11, 2018.

By signing this statement I acknowledge that I have made my own decision to Travel based on the following information, conditions and risks:

DEFINITIONS

"Travel" includes:

1. Airfare from and to home community (unless otherwise approved specifically by the NIRB)
2. Accommodation based on billeting (unless otherwise arranged by the NIRB)
3. Per Diems

The NIRB will not make last minute changes to flights or accommodations.

The NIRB will not cover any costs associated with missed or changed flights.

The NIRB does NOT provide HONORARIA and will NOT cover the costs associated with HONORARIA.
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ASSUMPTION OF RISKS

By signing this Agreement, I acknowledge that I am aware that the Travel involves accepting the inherent and other risks, dangers and hazards associated with the Travel, including, but not limited to:

1. injury or death to me while participating in the Travel;
2. loss or damage to my luggage;
3. delay in reaching my destination on either end of the flight(s);
4. my own conduct or negligence; and
5. contact with equipment, and personnel providing the Travel.

By signing this Agreement I agree to assume these risks and all of the consequences that may flow from them (which may include without limitation, injury and death).

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of the NIRB providing me with the Travel at no cost, I agree as follows:

1. TO RELEASE the NIRB from any and all liability for any loss, damage (including without limitation direct, indirect, general, specific and consequential damages), expense or injury (including death) that I may suffer as a result of the Travel, due to any cause whatsoever.
2. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have, however arising, against the NIRB with respect to the Travel.
3. TO RECOGNISE that the NIRB is not responsible for any costs associated with missed flights, altered schedules (unless initiated by the NIRB), or any other matters deemed to be outside the definition of Travel.
4. TO HOLD HARMLESS AND INDEMNIFY the NIRB from any and all liability, including legal fees (on a solicitor and own client basis) and court costs, for any property damage or personal injury to me or to any third party, resulting from the Travel.
5. I further agree THAT all of the terms of this Agreement shall be binding on me, my heirs, administrators, executors, successors, assigns, next of kin and representatives. In this Agreement references to "the NIRB" means and includes the Nunavut Impact Review Board, together with its officers, directors, employees, board members, agents and all successors and assigns thereof.
6. THAT this Agreement shall be governed in all respects by, and interpreted in accordance with, the laws of Nunavut.

In entering into this Agreement, I am not relying on any oral, written or other representations or warranties made by the NIRB.

I CERTIFY THAT I HAVE READ THIS DOCUMENT (or a translated version of it) AND FULLY UNDERSTAND ITS CONTENTS AND CONFIRM THAT I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL.

Signed this _____ day of _____, 2018.
(day) (month)

Name: _____
(print)

Signature: _____