**NIRB File No.: 08MN053**

January 24, 2020

Joshua Arreak
Mayor, Hamlet of Pond Inlet
P.O. Box 180
Pond Inlet, NU X0A 0S0
Fax: (867) 899-8940

*Sent via fax and email*: mayor@pondinlet.ca and sao@pondinlet.ca

**Re: Invitation to Participate in the Community Roundtable and Pre-Hearing Conference for the NIRB's Reconsideration of Baffinland Iron Mines Corp.'s "Phase 2 Development" proposal**

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Dear Joshua Arreak:

The Nunavut Impact Review Board (NIRB or Board) will be holding Public Meetings in Iqaluit, Nunavut from March 23-25, 2020 as part of the Board's assessment of Baffinland Iron Mines Corporation's (Baffinland or Proponent) "Phase 2 Development" proposal (the Proposal), a proposed amendment to the approved Mary River Project (NIRB File No.: 08MN053; Project Certificate No. 005). This letter is an invitation for the Hamlet of Pond Inlet to select **one (1) Pond Inlet** community representative to attend the **Community Roundtable and Pre-Hearing Conference (PHC) in Iqaluit** to express the views of your community at the Community Roundtable and PHC sessions.

**Public Meeting Details:**
**Dates:** March 23-24, 2020 (Community Roundtable)
March 25, 2020 (PHC)
**Project title:** "Phase 2 Development" proposal
**Proposed by**: Baffinland Iron Mines Corporation

Members of the community have important knowledge that the NIRB considers critical to its impact assessment process. During the Community Roundtable, the Board will provide an opportunity for the community representatives to ask questions and offer comments about the Proposal and the potential impacts. As a community that may be affected by the proposed amendment, it is important that the representatives be present and participate for the duration of

the Community Roundtable and PHC in Iqaluit. The input provided will help provide the Board with a better understanding of each community's views and perspectives about the Proposal.

The individual selected as a representative does not need to be an elected official or staff person from your organization; however, it is important that the appointed person be comfortable speaking and asking questions publicly as well as being able to share their views on behalf of your organization and/or your community. Organizations may select individuals that attended the NIRB's Public Hearing in November 2019 as these individuals are familiar with the Proposal and the NIRB's process to date.

The NIRB will cover payment of airfare, hotel and meal costs associated with the representative's travel for this event, **however the NIRB does *not* provide any honoraria payments for community representatives.**

Please note that the NIRB is also in contact with other organizations and groups in your community to invite participants to attend the upcoming Community Roundtable and PHC.

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

1) Appendix A includes direction on the community representatives' role during the Community Roundtable and PHC;
2) Appendix B is required to designate the appointed representative;
3) Appendix C contains a description of the Phase 2 Development proposal;
4) Appendix D contains information required for the representative to review prior to signing the Travel Agreement;
5) Appendix E is the Travel Agreement form required by the NIRB to book travel for the representative; and
6) Appendix F is the banking information needed in order for NIRB to remit per diem payments to the representative.

Please have the community representative complete the following forms and submit to the NIRB office at info@nirb.ca or via fax (867) 983-2594 by **February 17, 2020.**

1. Community Representative Information Form (attached Appendix B).
2. Travel Agreement Form (Appendix E).
3. Banking Information Form (Appendix F).

All information relating to Baffinland Iron Mines Corp's "Phase 2 Development" proposal can be accessed online from the NIRB's online public registry at www.nirb.ca/project/123910.

Thank you in advance for selecting a representative to participate in the NIRB's Community Roundtable and PHC for Baffinland's Amendment Proposal and we look forward to working with your selected representative.

If you have any questions about selecting a community representative for this event, please contact Stephanie Taptuna, Manager, Communications, by email at staptuna@nirb.ca or by calling toll-free at 1-866-233-3033.

Sincerely,



Stephanie Taptuna
Manager, Communications
Nunavut Impact Review Board

cc: Bert Dean, Nunavut Tunngavik Incorporated
Stephen Williamson Bathory, Qikiqtani Inuit Association
Jared Ottenhof, Qikiqtani Inuit Association
Steven Lonsdale, Qikiqtani Inuit Association
Rosanne D'Orazio, Qikiqtani Inuit Association
Tiivi Qiatsuk, Qikiqtani Inuit Association

Attachments (6): Appendix A – Role of Community Representative
Appendix B – Community Representative Information Form
Appendix C – Proposed Amendment Description
Appendix D – Community Representative Travel Information
Appendix E – Travel Agreement
Appendix F – Banking Information Form

## 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 reconsideration process. The Community Roundtable and Pre-Hearing Conference allows a community representative an opportunity to ask the company, representatives from the Government of Nunavut and the Government of Canada, and the Regional Inuit Association questions about the proposed amendment.

The Community Roundtable and Pre-Hearing Conference is structured as follows:

| LOCATION | DATE | TIME | SCHEDULE |
|---|---|---|---|
| Iqaluit, Koojesse Room at the Frobisher Inn | March 23-24, 2020 | 9:00 am – 5:00 pm | Community Roundtable |
| | March 25, 2020 | 9:00 am – 5:00 pm; | Pre-Hearing Conference |

*** NOTE: The NIRB may extend timing of any scheduled sessions if required.**

Please note that the NIRB will be holding an Orientation Meeting for community representatives on the **Sunday March 22, 2020** in order to prepare everyone for participation in the Community Roundtable and PHC.

Community representatives are provided with an opportunity to share any comments, questions or concerns with the NIRB at the Community Roundtable which could be considered as the Board make their recommendation to the Proponent within the Board's PHC Decision Report. Community representatives are asked to speak during the Community Roundtable on behalf of themselves, a community organization, or express community concerns, questions or thoughts in regards to the Proposal. Organizations may select individuals that attended the Public Hearing in November 2019 as these individuals would be familiar with the amendment proposal and the NIRB's process to date.

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 proposed amendment and, at a minimum, provide information on the following questions:

1. How might the environment around my community be impacted?
2. How might the environment in my region be impacted?
3. How might traditional activities, that either I or my community participate in, be impacted or changed?
4. What are the potential impacts I am concerned about?
    - Have my concerns been addressed?
    - If my concerns have not been addressed, what suggestions do I have to address these concerns (including plans or actions to avoid or reduce a negative effect and monitoring plans)?
5. Do I support the Baffinland Phase 2 Development? Why or why not?
6. What other questions do I have that have not been answered?
    - Is there additional information that needs to be collected?

## Appendix B: Community Representative Information Form

**Event:** NIRB's Community Roundtable and Pre-Hearing Conference for Baffinland Iron Mines Corp's "Phase 2 Development" Proposal
**Dates**: March 23-25, 2020
**Community:** Iqaluit, NU
**Location:** Koojesse Room, Frobisher Inn

**Representative information:**

Name on Photo ID (required for booking travel, please print clearly)

_____ Gender: □Male □Female

Email address: _____ ***required for providing travel information***

Telephone Number: _____

Community represented: _____

Nominating Agency: □ QIA Elder □ QIA Woman □QIA Youth
□Hamlet □HTO

**The Nunavut Impact Review Board CANNOT provide honoraria to participants. It is unethical for an Institution 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.**

I _____ acknowledge understanding that the NIRB or my nominating agency cannot provide honoraria payment for my participation in the NIRB's Public Meetings for Baffinland Iron Mines Corp's "Phase 2 Development" Proposal

**Signed: _____ Dated: _____**

**If representative less than 19 years of age**, *please have the Parent or Guardian complete the following section:*

Age of representative: _____

Name of Parent/Guardian: _____Telephone Number: _____

Signature of Parent/Guardian providing permission to attend: _____

**Emergency contact person:**

Name: _____Telephone number: _____

## Appendix C: Proposed Amendment Description

January 20, 2020

# MEMO

## Appendix C: Project Description

**The Phase 2 Proposal**

With the introduction of the Phase 2 Proposal, the Mary River Project will allow Baffinland to transport by rail and ship up to 12 Mtpa of ore from Milne Port, and to retain the current authorizations for the construction and operation of the Steensby Port and South (Mine to Steensby) Railway as proposed in 2012. The total mine production will eventually increase to 30 Mtpa, with 12 Mpta being transported via the North Railway to Milne Port and 18 Mpta transported via the South Railway to Steensby Port.

**Highlights of The Phase 2 Proposal**

Milne Port, the Mine Site, the Northern Transportation Corridor, and Shipping along the Northern shipping route are the four major Project components in the Phase 2 Proposal. The Phase 2 Proposal will involve the following additional facilities and activities:

Milne Port:

- Expansion of the Milne Port Project Development Area;
- Construction and operation of a second ore dock capable of berthing capesize ore carriers;
- Modifications/expansion of ore stockpiling;
- New ore crushing/screening facilities and ore handling systems;
- Construction and operation of railway maintenance facilities;
- Expansion of the Port Site accommodation complex, potable water treatment plant and associated sewage treatment plant;
- Expansion of the existing power plant;
- Expansion and re-purposing of laydown areas and ancillary facilities;
- Construction and operation of a landfill site; and
- Increased shipping activities through Milne Port.

Mine Site:

- Increase in total mine production to 30 million tonnes per annum (Mtpa), with 12 Mtpa transported via the North Railway to Milne Port, and 18 Mtpa transported via the South Railway to Steensby Port;
- Removal of secondary crushing;
- Construction and operation of a North Railway Terminal;
- Expansion of permanent fuel storage; and
- Expansion of the mine maintenance facilities and support administration buildings/facilities (warehouses, shops, etc.).

Mary River Transportation Corridor (Tote Road and North Railway):

- Construction of the railway embankment and railway;
- Construction/erection of signaling equipment and communication tower as required;
- Construction of multiple water crossings;
- Construction and use of multiple laydown areas, shelters, and small equipment shops at each laydown;
- Construction and operation of four temporary camp pads and mobile camps;
- Construction of several level crossings for the Tote Road;
- Additional quarry along the railway corridor;
- Ongoing inspection and maintenance of the railway embankment, railway, signaling and communication equipment, wayside condition monitoring equipment; and
- Transportation of iron ore by rail to Milne Port.

Shipping:

- Expanded shipping season based on ice conditions and Inuit use of the floe –edge, shipping will not occur any earlier than July 1 or later than November 15;
- Addition of larger capsize ore carriers into fleet of vessels calling on Milne Port; and
- Increased shipping frequency during the shipping season.

**Ore Products**

The Mary River iron ore is of a very high-grade, and there is no need to have additional processing beyond crushing and sizing. Crushing and screening of the ore produce two iron ore "products":

- a lump ore product in which the pieces of ore are between 6.3 mm and 31.5 mm in size (about golf ball size), and
- a fine ore product, in which the pieces of ore are less than 6.3 mm in size (about pea size).

**Closure and Post-Closure**

Throughout all phases of the Project, Baffinland will plan and conduct operations in a manner designed to return the Project sites to a safe and environmentally stable condition. Baffinland will undertake ongoing reclamation activities throughout the mine life. Temporary facilities required for the construction camps will be decommissioned and removed at the end of their useful life. Borrow areas, quarries, temporary roads and other disturbed sites will be stabilized to limit erosion of ground surfaces and rehabilitated once they are no longer required. Environmental and safety monitoring will continue as long as necessary.

**Potential for Future Development**

The Phase 2 Proposal is designed to increase the production and transportation of iron ore to 12 Mtpa through Milne Inlet via the North Railway. The 18 Mtpa through Steensby Inlet via the South Rail is already approved. Annual production rates and the life of mine will vary with factors such as market conditions, ore grades and unanticipated events. All Project sites are thus capable of accommodating additional stockpiles, material handling equipment and personnel.

As well, regional exploration has enabled Baffinland to identify additional iron ore deposits that appear, based on surface sampling, to be of similar high-grade iron ore as Deposit No.1. Deposits No. 2 and No. 3 are located adjacent to Deposit No. 1 and have been investigated (drilled) more extensively than the other deposits. Given their close proximity to the current mine site, it is expected that these deposits will be developed either prior to or following

exhaustion of ore in Deposit No. 1, utilizing much of the same Project infrastructure. Having the mine and associated shipping, road, and railway infrastructure in place will facilitate such future development in the region.

## Appendix D: Community Representative Travel Information

The NIRB will be holding a brief information meeting for representatives on the **Sunday March 22, 2020** to prepare representatives for participation in the Community Roundtable and Pre-Hearing Conference which is to be held in Iqaluit **March 23-25, 2020**.

### 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 February 17, 2020:

1. Community Representative Information Form (attached Appendix B).
2. A signed Travel Agreement (attached Appendix E).
3. Banking Information (attached Appendix F).

The NIRB will arrange for community representatives to travel to Iqaluit, arriving on or before **Sunday March 22, 2020** and returning to his/her home community on **Wednesday March 25, 2020** 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 and the Banking Information form** (Appendix B, E and F). 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, Per Diems and Accommodations

The NIRB has reserved a block of hotel accommodations* in Iqaluit facilitate participation by community representatives in the Public Meetings and will provide 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 at the Meeting during the afternoon break. Participants will be required to sign attendance forms for the morning and afternoon sessions of each day of the Public Meetings and per diems will only be issued to representatives upon confirmation of attendance.

**The Nunavut Impact Review Board 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.**

***Hotels in Iqaluit are extremely limited and the NIRB has reached out to individuals in the community to billet Community Representatives. If you have a family member or friend who you can billet with, please call Andrea Omilgoitok toll free at 1-866-233-3033 as soon as possible once you are selected.**

## 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 **Pond Inlet** to **Iqaluit** on or near **March 22, 2020** returning to **Pond Inlet** at the close of the NIRB Meeting, on or near **March 25, 2020.**

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

**DEFINTIONS**

"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 any last minute changes to flights or accommodations, or cover costs associated with missed flights.**

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 _____, 2020.
(day) (month)

Name: _____ (print) Signature: _____

## Appendix F: Banking Information

I hereby give my banking information to the Nunavut Impact Review Board (NIRB) for the purpose of **Per Diem** payment remittance.

I confirm that all of the information provided is correct, and that payment can be remitted into the account provided.

**Branch Number:** _____
**Institution Number:** _____
**Account Number:** _____

Alternatively, a voided cheque can be attached to this page for per diem payment remittance of **Per diem** payment only.