



**NIRB File No.: 11MN034**  
NWB File No.: 2AM-MEL1631  
NPC File No.: 149337

October 16, 2020

Valerie Niego  
Kivalliq Inuit Association  
Box 448  
Baker Lake, NU X0C 0A0

Sent via email: [clobaker@kivalliqinuit.ca](mailto:clobaker@kivalliqinuit.ca)

**Re: Invitation to Appoint a Community Representative to Participate in the Community Roundtable and Pre-Hearing Conference of Agnico Eagle Mines Limited’s “Saline Effluent Discharge to Marine Environment” Project Proposal**

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Dear Valerie Niego:

The Nunavut Impact Review Board (NIRB or Board) will be holding a Technical Meeting as well as a Community Roundtable and Pre-hearing Conference in Rankin Inlet, Nunavut beginning on November 23 through to November 26, 2020 as part of the Board’s assessment of Agnico Eagle Mines Limited’s (Agnico Eagle) “Saline Effluent Discharge to Marine Environment” Project Proposal, a proposed amendment to the approved Meliadine Gold Mine Project (NIRB File No.: 11MN034). This letter is an invitation for the *Kivalliq Inuit Association - Baker Lake* to select **one (1)** community representative to attend the **Community Roundtable and Pre-hearing Conference in Rankin Inlet** to express the views of your community at the Community Roundtable and Pre-hearing Conference sessions.

**CRT and PHC Details:**

**Dates:** November 25, 2020 (Community Roundtable)  
November 26, 2020 (Pre-hearing Conference)  
**Project title:** “Saline Effluent Discharge to Marine Environment” Project Proposal  
**Proposed by:** Agnico Eagle Mines Limited

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

Community Roundtable and Pre-hearing Conference in Rankin Inlet. The input provided will help provide the Board with a better understanding of each community's views and perspectives about the "Saline Effluent Discharge to Marine Environment" 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 community. 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 Pre-hearing Conference.

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 representative's role during the Community Roundtable and Pre-hearing Conference;
- 2) **Appendix B** is required to designate the appointed representative;
- 3) **Appendix C** contains a description of the Saline Effluent Discharge to Marine Environment Project 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](mailto:info@nirb.ca) or via fax (867) 983-2594 by **November 9, 2020**.

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

Thank you in advance for selecting a representative to participate in the NIRB's Community Roundtable and Pre-Hearing Conference for Agnico Eagle's "Saline Effluent Discharge to Marine Environment" Project Proposal. We look forward to working with your selected representative at the meetings.

All information relating to the "Saline Effluent Discharge to Marine Environment" Project Proposal can be accessed online from the NIRB's online public registry at [www.nirb.ca/project/125515](http://www.nirb.ca/project/125515).

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](mailto: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  
Ashley Aupaluktuq-Burton, Kivalliq Inuit Association

Attachments (7): Appendix A – Role of Community Representative  
Appendix B – Community Representative Information Form  
Appendix C – Project Description  
Appendix D – Community Representative Travel Information  
Appendix E – Travel Agreement  
Appendix F – Banking Information Form  
Appendix G - NIRB COVID-19 Safety Protocols

## Appendix A: Community Representative's Role

Members of the community have important knowledge that the NIRB considers critical to its environmental assessment process. During the Community Roundtable and Pre-hearing Conference, the Board will provide an opportunity for the community representatives to ask questions and offer comments about the proposed project and the potential impacts. As a community that may be affected by the proposed project, it is important that the representative be present and be able to participate during the Community Roundtable.

The Community Roundtable and Pre-hearing Conference your representative will be attending is structured as follows:

LOCATION	DATE	TIME	SCHEDULE
Rankin Inlet Rec Hall	November 25, 2020	9:00 am – 5:00 pm 6:30 pm – 8:00 pm	Community Roundtable
	November 26, 2020	9:00 am – 12:00 pm	Pre-Hearing Conference

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

The NIRB will be holding a brief information meeting for representatives on **the evening of November 24, 2020** to prepare representatives for participation in the Community Roundtable and Pre-hearing Conference.

The NIRB would like to note that repeat individuals able to participate in the Community Roundtable and Pre-hearing Conference, as well as a future Public Hearing (date TBD) would be an asset to your organization – as they would be familiar with all past discussion and decisions.

Community representatives will be provided with an opportunity to share any comments, questions, or concerns with the NIRB at the Community Roundtable. The Board will consider this information when making its recommendations to the federal government regarding the Saline Effluent Discharge to Marine Environment Project Proposal. 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. 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 Saline Effluent Discharge to Marine Environment Project Proposal?  
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 C: Project Description

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## PLAIN LANGUAGE SUMMARY

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### Introduction

Agnico Eagle Mines Limited (Agnico Eagle) is proposing to convey water through waterlines (two 16 inch diameter pipes) instead of trucking and release an increased volume of treated groundwater from Meliadine Mine into the ocean at Melvin Bay through a waterline and an engineered structure that disperses water (known as a diffuser) near Rankin Inlet. The waterline will be constructed along the All-weather Access Road (AWAR) and the bypass road.

### Addendum Description

Ownership: Agnico Eagle Mines Limited owns the Meliadine Project.

Location: Easement area along the AWAR and Bypass Road, Itivia Fuel Storage Facility at Rankin Inlet, and treated groundwater effluent discharged through the discharge pipe and engineered diffuser into Melvin Bay.

Access: The treated groundwater will be conveyed through the waterlines along the 34 km of the AWAR and bypass road between Rankin Inlet and the Meliadine Mine. The AWAR is 34 km long, two-lane, and open to public but with controlled access. The Rankin Inlet bypass road is 7 km long and closed to the public.

Source of Groundwater Effluent: groundwater inflows to the underground mine at the Tiriganiaq deposit.

Schedule: construction and installation of the waterlines and installation of the discharge pipe and diffuser will start when Agnico Eagle gets all its permits. If approved, construction of the waterline will begin August 2020 and will be completed by June 2021 and the diffuser will be constructed from July to September 2021. Discharge of groundwater treated at the Mine to Melvin Bay will occur every year when there is no ice on Melvin Bay (summer months from May to October), while there is mining at the Meliadine Mine until the Mine closes in 2032.

Discharge process: groundwater will be collected in surface ponds at the Mine site, separate from other water. The groundwater will be treated at the Mine site so that it is safe to discharge into the ocean. Treated groundwater will be conveyed via waterlines from the Mine along the AWAR and discharged through the diffuser into Melvin Bay, approximately 20 metres below the water surface. Discharge will only be undertaken when there is no ice on Melvin Bay (May to October, no under ice discharge) or otherwise approved by the community. Groundwater will be stored underground and in surface ponds during the winter at the Meliadine Mine.

Personnel: a workforce of about 24 people will be needed for the installation of the waterlines and the diffuser.

### Impact Assessment Methods

Valued ecosystem components (VECs) and valued socio-economic components (VSECs) are the most important parts of the environment and to people. Agnico Eagle determined if there would be negative impacts from the discharge and waterlines to air quality, noise, vegetation, marine water and sediment quality, marine wildlife and wildlife habitat, terrestrial wildlife (caribou), archaeology, traditional land use, employment, and infrastructure and social services.

The assessment of potential effects due to the proposed changes looked at potential new effects over time and space from those already looked at and approved in 2018. It looked at the potential effects near the Project and Rankin Inlet, in a larger area around the Project and Rankin Inlet and even larger area within the region including potentially all of Nunavut.

The effects assessment was based on data and expert opinion. Available Inuit Qaujimajatuqangit and community information was also used. The following were used to assess environmental significance of a potential effect due to the proposed amendment activities:

- how big, how far, and how long an effect will last
- activity design or mitigations to limit or avoid potential effects
- historical, cultural, and archaeological significance of the geographic area likely to be affected by the proposed amendment activities

Feedback from consultation efforts in January and March 2020 showed that the community was neutral, and most concerns were addressed by clarifying Agnico Eagle's Project Description and resulting in the implementation of additional mitigation measures to the Project.

#### **Key Elements and Findings of the Final Environmental Impact Statement Addendum**

For the most part, discharge to the ocean does not have much impact on the environment via waterlines from Meliadine Mine. There will be less trucks on the road than what was originally approved for groundwater discharge. This means there will be less dust generated and less noise from the truck traffic and less greenhouse gases. It also means less truck traffic that could interact with caribou and other wildlife. The discharge of treated groundwater to the ocean could affect marine water quality, marine mammals, marine fish, and other small organisms in the water; however, based on outcomes of modelling, the impacts are similar to those identified in 2018. Agnico Eagle plans to continue monitoring the water and the animals to confirm that it is safe to discharge and the benefits outweigh the impacts.

Most effects from the Project are related to the waterlines as discharge to the marine environment has been looked at and approved. The waterlines will be built close to the road on the tundra, impacting vegetation, where the waterlines will lie. Crossings will need to be put in place, where required. There is a possibility that the waterlines could spill on the tundra or into the ocean. The effluent is treated groundwater that is like ocean water. Even if the waterline or diffuser had a leak it would still be safe and Agnico Eagle would fix any leaks in the waterline and stop the spill. Mitigation identified in the Spill Contingency Plan and environmental design features will be in place to limit the number and size of spills that result from Project activities, including monitoring the waterline for leaks.

Impacts from the ocean discharge to people are expected to be minimal. While there are a few jobs available, most of the employees will come from the region. People will still be able to snowmobile on Melvin Bay as they do now, and they will still be able to access the land along the AWAR as they do now.

## Appendix D: Community Representative Travel Information

The NIRB will be holding a brief information meeting for representatives on **the evening of November 24, 2020** to prepare representatives for participation in the Community Roundtable and Pre-hearing Conference which is to be held in Rankin Inlet **November 25 & 26, 2020**.

### Travel Details

Community representatives must complete the following attached forms and submit them to the NIRB at [info@nirb.ca](mailto:info@nirb.ca) or via fax at (867) 983-2594 by November 9, 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 Rankin Inlet, arriving on or before **Tuesday, November 24, 2020** and returning to his/her home community on **Friday, November 27, 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 Accommodation

The NIRB has reserved a block of hotel accommodations in Rankin Inlet to facilitate participation by community representatives in the Community Roundtable and Pre-hearing Conference 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 Community Roundtable and Pre-hearing Conference 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.**

## 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 **Baker Lake** to **Rankin Inlet** on or near **November 24, 2020**, returning to **Baker Lake** at the close of NIRB Meeting, on or near **November 27, 2020**.

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 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.



## PUBLIC MEETING EXPOSURE CONTROL PLAN

### **Sign in procedures**

The NIRB will maintain a sign in desk for all participants entering a venue to sign in with their name and phone number. The NIRB staff member administering this desk will either have a protective glass separating them from the participants entering. Where this is not achievable, the NIRB staff member will be required to wear a face mask.

The NIRB staff member will keep an accurate count of participants inside the venue. are not exceeded. Entry will be denied once the capacity target is reached.

Participants when signing in will be asked if they have a cough, fever or shortness of breath and have been outside of the territory in the last 14 days. If they do, they will be asked to refrain from the meeting. If the symptomatic person has an inquiry that they want addressed, they provide their concerns in writing to be presented by a proxy.

### **Social Distancing**

Social Distancing of 2 meters will be mandatory for all meeting Participants.

### **Personal Protective Equipment**

Current advice for Nunavut concludes that non-medical facemasks are not mandatory for daily wear, NIRB will follow suit. The NIRB will supply daily masks for individuals who choose to wear them at Public Meetings, but they will not be mandatory until Public Health Orders change. If, during the meeting, social distancing cannot be maintained (i.e.: small meeting spaces, non-compliant members of the Public on the 2-meter social distancing order, etc.) masks will become a mandatory requirement for entering the Public Meeting space.

Disposable Gloves will also be kept on site for safety measures and staff who may be required to handle sound equipment.

Where the NIRB is required to fly community members to be active in a meeting, each participating community will be provided with masks for air travel for their community representatives.

### **Hand Washing and Sanitizing**

Prior to anyone entering the Public Meeting Space, all attendees must use hand sanitizer. The NIRB will hire a runner/dedicated staffer to dispense hand sanitizing solution to all persons coming into the meeting venue.

### **Cleaning and Disinfection**

NIRB will ensure high touch areas, such as microphones and other shared sound gear, is disinfected prior to the next participant using the equipment. This will also be done for tables and chairs when Intervenors or Community Reps move from the Public Side of the Meeting to the

Round Table. At the end of each day Audio/Video technicians will ensure all equipment is ready for the next day's use, including cleaning and disinfection.

Venue staff will be asked to do large cleaning at the end of each meeting day.

### **Ensuring Proper Protocol Regarding Social Distancing is followed**

Each member of the Public who does not adhere to the social distancing requirement will receive one (1) warning. Further infractions will result in an individual being asked to leave the premises. Examples of noncompliance include: not physical distancing when seeing family members and friends from other communities, refusing the use hand sanitizer, trying to force entry when visibly sick.

Warnings will be included in a logbook of incidents for back-up purposes. NIRB Staff will make sure to use plain language and language of preference when communicating the warning and will ensure that the message is understood before logging the incident.

### **External Contractors**

NIRB Audio / Sound technicians and Court Reporters will be hired through an outside firm from outside of the Government of Nunavut's Common Travel Area. The NIRB will be seeking to classify these external contractors as essential service workers given there are no service providers capable of conducting the required work in Nunavut. This means they will be required to isolate in their hotel accommodation outside of work hours, will wear a mask and disposable gloves, and return to their hotel accommodations at the end of each day with no interaction with the Public after the meeting. Although negative COVID-19 tests are not required for essential services through the Government of Nunavut's public health orders, the NIRB will insist that all external contractors provide evidence of a negative COVID-19 test before entering the territory.

### **Public Health and Health Centre**

The NIRB will advise local health centers or public health units that a public meeting is scheduled in advanced so that they are aware of a large public gathering taking place. The NIRB will invite members of Public Health Office or the local Health Centre to provide opening remarks at the start of meetings in each Nunavut hub location. They will be invited to speak about social distancing and how to interact in a public space with other members of the public to ensure the safety of everyone. The NIRB will provide all COVID-19 action plans and measures for Public Safety to Public Health and local Health Centers.

### **Security**

NIRB has decided against hiring an outside security firm, as this has negative implications in a neutral meeting space. The NIRB will endeavor to hire additional local people to help with venue sign-in, cleaning and disinfecting, and identifying individuals not from the same households who are not respecting the social distance rule. Individuals who do not adhere to the policies and procedures in place will be asked to leave the meeting venue and not come back. This includes community representatives.

Individuals who are visibly sick (in this case, with symptoms associated with Covid-19) will be asked to leave. The NIRB will create COVID-19 specific protocols and procedures for asking an individual to leave and associated documentation for transparency and fairness.

### **Signage**

The NIRB will post current Publications and Signage from the Government of Nunavut and the Government of Canada at all venues. This will include signs on social distancing, handwashing, the Government of Nunavut COVID-19 hotline and other associated signage in English and Inuktitut. All safety measures will be posted in the venues in clearly visible locations.

### **Communications**

All safety measures will be clearly communicated to Meeting Participants in advance through letters, emails and social media. All advice from the Chief Public Health Officer will be strictly followed and this shall be communicated to all meeting attendees.

### **Vulnerable Populations**

The NIRB will outline the risk of attending large public gatherings to vulnerable groups in advanced. The definition of “Vulnerable populations” as outlined by the Government of Nunavut is:

- an older adult (aged 65 and older)
- underlying medical conditions (e.g. heart disease, hypertension, diabetes, chronic respiratory diseases, cancer)
- compromised immune system from a medical condition or treatment (e.g. chemotherapy)

NIRB will not bar community representatives with any of the above conditions from participating. This warning is to inform individuals of the risks of attendance.

### **Floor Plans**

NIRB will implement floor plans including one direction walkways and social distancing seating arrangements.

### **Catering**

Coffee and Tea services will not be offered during public meetings, as this leads to a bottleneck effect of many individuals grouped around a small area, with coffee and tea urns becoming highly touched surfaces. Bagged snacks will be offered to Community Reps with choice of individually packaged water bottles or individually packaged juice.

### **Policies and Procedures**

Under the direction of the Executive Director or the Board, meetings may be paused under the following circumstances:

- an active COVID-19 case has been confirmed in the territory
- the Chief Public Health Officer issues instructions to close all public meetings
- The City or Municipality has issued direction to close all Public Meetings

In the event that the meeting is paused, all attendees will be informed they must return to their hotel room at once and await further announcements via Facebook, the local Community Radio Station or a phone call in the case of community representatives.

A separate policy will be created for NIRB staff on a suspected COVID-19 meeting attendee. This will include putting on a mask and disposable gloves prior to talking to the individual, documenting the incident and advising other floor staff of the incident.

If a Board Member becomes ill and needs to leave a Public Meeting, as long as there is quorum the meeting will not need to be paused.