NIRB File No.: 08MN053

March 3, 2021

Merlyn Recinos
Mayor, Igloolik
Box 30
Igloolik, NU X0A 0L0

Sent via fax and email: mayor@igloolik.ca

Re: Invitation to Appoint a Community Representative to Participate in the Extended Public Hearing Sessions for the NIRB's Assessment of Baffinland Iron Mines Corp's "Phase 2 Development Proposal"

Appointment Due Date: April 1, 2021

Dear Merlyn Recinos:

In Response to a Motion from the Ikajutit Hunters and Trappers Association on February 1, 2021, the Nunavut Impact Review Board (NIRB or Board) provided procedural direction orally to parties indicating that it would be extending the Public Hearing sessions in respect of Baffinland Iron Mines Corporation's "Phase 2 Development Proposal", a proposed amendment to the approved Mary River Project (NIRB File No. 08MN053). As noted in the Board's February 12, 2021 correspondance to parties, these extended Technical and Community Roundtable sessions will be held in **Iqaluit, NU** from **April 12-21, 2021**. This letter is an invitation for your organization to select **one (1) Hamlet of Igloolik** community representative to attend the **Extended Public Hearing in Iqaluit** and express the views of your community at the Community Roundtable sessions.

Public Hearing Details
Technical Sessions: April 12-15, 2021
Community Roundtable Sessions: April 16-21, 2021
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 environmental assessment process. **During the Community Roundtable Sessions**, 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 for the entire Hearing and be able to participate during the Community Roundtable. The input provided will help the Board gain a better understanding of each community's views and perspectives about the "Phase 2 Development Proposal".

Please note nominating a community representative for the NIRB is a separate process to Participant Funding provided by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC). Your organization's nomination for NIRB Community Representatives **should be a different individual than any attending the meetings as an Intervenor**. NIRB Community Representatives are expected to represent the broad views of the community and the Organization they were nominated by during the Community Roundtable Sessions. **NIRB Community Representatives will have the cost of their travel, accommodations and meals covered; however, they will not be participating as Intervenors during the Hearing**. If your Organization has received Participant Funding from CIRNAC in order to participate in the NIRB's meetings as an Intervenor, those individuals will be required to cover their travel and accommodation costs using their participant funding.

The individual selected as a representative does not need to be an elected official or staff person from your organization and it is encouraged that this individual be a member of the general Public in order for the Board to hear the broad perspectives of the community. 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. **As noted during the Board's reconvened Public Hearing in January-Febuary 2021, the NIRB would like to be sure that all demographics including Hamlets, Hunters and Trappers Associations, Women, Youth and Elders are represented during the Public Hearing and the Board expects affected communities to prioritize appointment that would be reflective of this.**

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 Public Hearing.

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 Public Hearing;
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) Appedix F is the banking information needed in order for NIRB to remit per diem payments to the representative.
7) Appendix G is the NIRB's COVID-19 protocols.

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 **March 26, 2021**:

1. Community Representative Information Form (attached 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 Public Hearing for Baffinland Iron Mines Corp's "Phase 2 Development Proposal" Proposal. We look forward to working with your selected representative at the Hearing.

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/124701.

If you have any questions about selecting a community representative for this event, please contact Ellie Adjun, Outreach Coordinator, by email at eadjun@nirb.ca or by calling toll-free at 1-866-233-3033.

Sincerely,

Stephanie Taptuna
Manager, Communications
Nunavut Impact Review Board

cc: Greg Morash, Hamlet of Igloolik

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's COVID-19 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 Public Hearing, 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 for the entire Hearing and be able to participate during the Community Roundtable.

The Public Hearing will be structured as follows:

LOCATION	DATE	TIME	SCHEDULE
Aqsarniit Hotel and Conference Centre, Iqaluit, NU	April 12-15, 2021	9:00 am – 5:00 pm; 6:30 pm – 9:00 pm	Technical Presentations
	April 16-21, 2021	9:00 am – 5:00 pm; 6:30 pm – 9:00 pm	Community Roundtable

*** 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 Sunday, April 11, 2021** to prepare representatives for participation in the Public Hearing.

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 Phase 2 Development 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 Baffinland Phase 2 Development 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 B: Community Representative Information Form

Event: NIRB's Public Hearing for Baffinland Iron Mines Corp's "Phase 2 Development Proposal"
Dates: April 12-21, 2021
Community: Iqaluit, NU
Location: Aqsarniit Hotel and Conference Centre

Representative information:

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

Name:_____

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 Hearing for Baffinland Iron Mines Corp's "Phase 2 Development Proposal" 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: Project 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 **evening of April 11, 2021** to prepare representatives for participation in the Public Hearing which is to be held in Iqaluit April 12-21, 2021.

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 26, 2021**:

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 **April 11, 2021** and returning to his/her home community on **April 22, 2021**, 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 Iqaluit to facilitate participation by community representatives in the Public Hearing 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 Hearing 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 _____ to **Iqaluit** on or near **April 11, 2021** returning to _____ at the close of NIRB Meeting, on or near **April 22, 2021.**

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 _____, 20___.
(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.

Appendix G: NIRB COVID-19 Protocols

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 heath 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 an 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.