NIRB File No.: 08MN053

June 5, 2023

David Qamaniq
Mittimatalik, Hunters and Trappers Organization
P.O. Box 189
Pond Inlet, NU X0A 0S0

Sent via email: pond@baffinhto.ca

Re: Invitation to Appoint Community Representatives to Participate in the Community Roundtable for the NIRB's Assessment of Baffinland's "Sustaining Operations Proposal" Project Proposal

Appointment Due Date: June 23, 2023

Dear David Qamaniq:

The Nunavut Impact Review Board (NIRB or Board) is holding a Community Roundtable as part of the Board's assessment of Baffinland Iron Mines Corporation's (Baffinland) submission of the "Sustainable Operations Proposal" project proposal, a proposed amendment to the approved Mary River Project (NIRB File No.: 08MN053; Project Certificate No. 008). The Community Roundtable will be held **in Iqaluit on July 27-29, 2023**.

All information relating to Baffinland's Sustainable Operations Proposal can be accessed online from the NIRB's Public Registry at www.nirb.ca/project/125767.

This letter is an invitation for your organization to select 1 Hunters and Trappers Organization community representatives to participate in the Community Roundtable to express the views of your community. This letter is an invitation for your organization to appoint **1 Hamlet, 1 Hunters and Trappers Organization, and 3 Qikiqtani Inuit Association Representatives**.

Community Roundtable Sessions: July 27-29, 2023
Project Title: Sustainable Operations Proposal
Proposed by: Baffinland Iron Mines Corporation

Members of the community have important knowledge that is critical to the NIRB's impact assessment process as community members provide Inuit Qaujimajatuqangit through discussions about the project proposal. **The Community Roundtable will help the Board gain a better understanding of each community's views, perspectives, and knowledge about the Sustainable Operations Proposal.**

Please note that nominating community representatives for the NIRB is a separate process from the Participant Funding provided by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC). Your organization's nomination for NIRB community representatives **should be different individuals than any already attending the meetings**. NIRB community representatives are expected to speak for the broad views of the community and the organization they were nominated by during the Community Roundtable Sessions. If your organization has received Participant Funding from CIRNAC to participate in the NIRB's meetings, those individuals will be required to cover their travel and accommodation costs using their Participant Funding.

The individuals selected as community representatives do not need to be elected officials or staff persons from your organization and the NIRB encourages that appointed individuals be members of the general public including women, youth, and elders so the Board can hear the broad perspectives of the community**.** It is also important that the appointed representatives be comfortable speaking on behalf of your organization and/or community and asking questions publicly. To encourage coordination and ensure all appointments occur, the NIRB is contacting the other organizations and groups in your community to invite participants to the Community Roundtable.

Please note, the NIRB does not provide any honoraria payments for community representatives. See *Appendix D* for more information.

Once the representatives are selected by your organization, please provide them with all of the information in this letter:

1) *Appendix A* includes directions on the community representatives' role during the Community Roundtable.
2) *Appendix B* contains a description of the proposal;
3) *Appendix C* is required to designate the appointed representative; and
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 for NIRB to remit per diem payments to the representative.

Please have the community representative complete the following forms and submit them to the NIRB office at info@nirb.ca or via fax (867) 983-2594 by **June 23, 2023**:

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

Thank you in advance for selecting representatives to participate in the NIRB's Community Roundtable and we look forward to working with your selected representatives throughout the meeting.

If you have any questions about selecting community representatives for this event, please contact the undersigned by email at kgillard@nirb.ca or by calling toll-free at 1-866-233-3033.

Sincerely,



Kelli Gillard PAg, CTAJ
Manager, Project Monitoring
Nunavut Impact Review Board

cc: Judah Innualuk, Mittimatalik Hunters and Trappers Organization

Attachments (7): Appendix A – Role of Community Representative
Appendix B – Project Description
Appendix C – Community Representative Appointment Form
Appendix D – Community Representative Travel Information
Appendix E – Travel Agreement
Appendix F – Banking Information Form

Appendix A: Community Representative's Role

As a community that may be affected by the proposed project, it is important that the representatives be present for the time allotted to their community. Members of the community have important knowledge that is critical to the NIRB's impact assessment process as community members provide Inuit Qaujimajatuqangit through discussions about the project proposal.

The Community Roundtable will be structured as follows:

LOCATION	DATE	TIME	SCHEDULE
Aqsarniit Hotel Iqaluit, NU	July 27-29, 2023	9:00 am – 5:00 pm; 6:30 pm – 9:00 pm	Community Roundtable

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

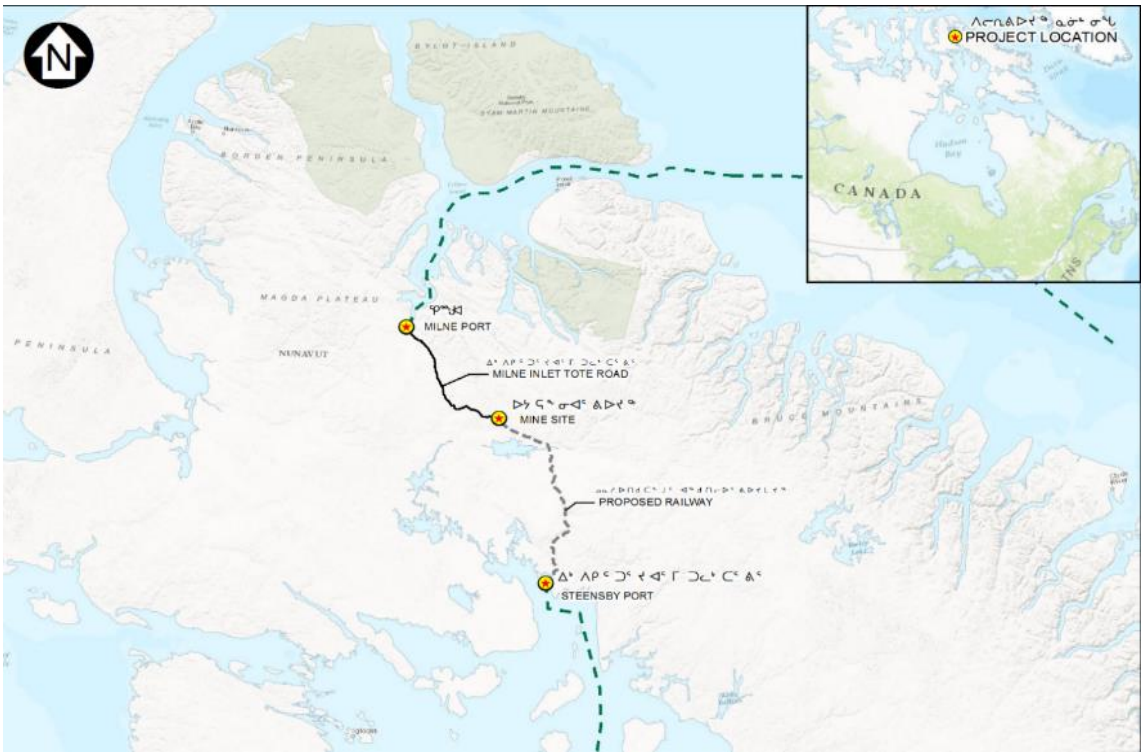
Community representatives will be provided with opportunities to share any comments, questions, Inuit Qaujimajatuqangit, or concerns with the NIRB at the Community Roundtable. The Board will consider this information when making its recommendations to the federal government regarding the "Sustainable Operations Proposal". As a representative, you are encouraged to speak with other members of your community or organization prior to attending the Community Roundtable to ensure a broad understanding of the community's ideas or concerns about the proposed project amendment and at a minimum, provide information on the following questions:

1. How might the environment around my community be affected?
2. How might the environment in my region be affected?
3. How might traditional activities, that either I or my community participate in, be affected or changed with the proposed amendment?
4. What are the potential changes with the proposed amendment to the already approved Mary River Project and previously approved modifications that I am concerned about?
    - Have my concerns been addressed by the Proponent? By the NIRB? By other Regulatory Authorities such as the Qikiqtani Inuit Association or Federal Departments?
    - 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 proposed amendment? 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: Project Description

Baffinland Iron Mines Corporation (Baffinland) is a Canadian mining company operating the Mary River Mine Project approved in 2012 in the Qikiqtani Region of Nunavut on northern Baffin Island, approximately 160 kilometres (99 miles) south-southwest of Pond Inlet (Mittimatalik). Mary River is approved for mining of up to 18 million tonnes per year from Deposit No. 1 and shipping through Steensby Port to market (see figure below).

In 2014, the Early Revenue Phase was approved and Baffinland can extract and transport 4.2 million tonnes per year along the Tote Road to Milne Port for shipment to markets (see figure below). Since 2018 with the Production Increase amendments, Baffinland has shipped 6 million tonnes per year to market; however, the latest amendment expired on December 31, 2022.



The Sustainable Operations Proposal is being proposed to continue the transport and shipping of up to 6 Million tonnes per year via the Tote Road and Milne Port to market until December 31, 2024 using a maximum of 84 ore carriers. Baffinland is requesting shipping at this rate to continue for several reasons:

- as a means of maximizing ore production while determining the future of its operations,
- to avoid layoffs and maintain financial benefits to the Qikiqtani Region, and
- secure necessary financing to complete the southern railway to Steensby.

Appendix C: Community Representative Appointment Form (NIRB File No. 08MN053)

Event: NIRB's Community Roundtable for Baffinland Iron Mines Corporation's Sustainable Operations Proposal
Dates: July 27-29, 2023
Community: Iqaluit, NU
Location: Aqsarniit Hotel

Representative information:

Name:_____

Gender: □Male □Female

Email address:_____ ***required for providing technical support***

Telephone Number:_____

Community represented:_____

Nominating Agency: □ QIA □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 cannot provide honoraria payment for my participation in the NIRB's Community Roundtable for Baffinland's Sustainable Operations Proposal.

Signed: _____ Dated: _____

If the representative is 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 D: Community Representative Travel Information

The NIRB will be holding a brief information meeting for representatives on the **evening of July 26, 2023,** to prepare representatives for participation in the Community Roundtable which will be held in Iqaluit July 27-29, 2023.

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 **June 23, 2023**:

1. Community Representative Information Form (attached *Appendix C*).
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 **July 26, 2023,** and returning to his/her home community on **July 29, 2023**, 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** (*Appendices C, 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 Community Roundtable and the NIRB will provide representatives who travel to attend the event with Per Diems, based on a standard government rate, to cover the cost of meals and other incidental items such as taxis for the duration of the meetings. A transfer will be deposited into the account listed in *Appendix E* on day one of the event or a cheque will be provided if no account information was provided. Participants are required to sign attendance forms for the morning, afternoon and/or evening sessions of each day of the Community Roundtable and if the individual does not attend the NIRB may take action regarding funds provided or remove the attendee from the event.

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 (NIRB File No. 08MN053)

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, NU** to **Iqaluit, NU** on or near **July 26, 2023,** returning to **Pond Inlet, NU** at the close of the NIRB meeting, on or near **July 29, 2023.**

By signing this Agreement, 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 (NIRB File No. 08MN053)

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.