



**Table 1: SDFN/NDFN Comments for Document #240708-11MN034 - Proponent Response to 2023 Annual Report Comments-IMRE; Revised 2023 Annual Report; Revised Appendix 26: 2023 Wildlife Observations and Document #250805-11MN034-Agnico Eagle Response Re: 2024 Annual Report Comments-IT6E**

<b>List of Acronyms</b>	
AWAR	– All Weather Access Road
AEM	– Agnico Eagle Meliadine
SDFN/NDFN	– Sayisi Dene First Nation/Northlands Denesuline First Nation
NIRB	– Nunavut Impact Review Board
TEMMP	- Terrestrial Environment Management and Monitoring Plan
GN	– Government of Nunavut
FEIS	- Final Environmental Impact Statement
KivIA	- Kivalliq Inuit Association
TAG	- Terrestrial Advisory Group
ECCC	– Environment and Climate Change Canada
T&C	– Terms and Conditions
IQ	- Inuit Qaujimagatugangit
TK	– Traditional Knowledge

<b>Comment Number:</b>	1
<b>Subject/Topic:</b>	Failure to meet T&C 47 and 57 in AEM response to SDFN/NDFN Comment #3 in 2023 Annual Report review (RE: June 28, 2023, incidental observation and report of a possible caribou mortality along the AWAR). AEM failed to confirm that a possible caribou mortality observation was received by former Environment Department Superintendent, Matt Gillman.
<b>References:</b>	SDFN/NDFN Comment #3 “Missing caribou mortality incident” (Document #240603-11MN034-NDFN SDFN Comments Re: 2023 Annual Report-IA2E) and Appendix 25, 2023: Terrestrial Environmental Management and Monitoring Plan (TEMMP) Report, P.30, Table 12 “Wildlife Mortalities and Incidents Reported in 2023”; July 8, 2024, letter response from AEM titled “RE: Opportunity to Address Comments Received for Agnico Eagle Mines Limited’s Meliadine Gold Mine Project 2023 Annual Report”, P.63 and P.70 “Meliadine Gold Mine, Monthly Wildlife Report” - June 2023 Amended, Appendix A, Summary of Wildlife Observations, P.11; Revised 2023 Annual Report; June 2023 Wildlife Report and August 5, 2025, Document #250805-11MN034-Agnico Eagle Response Re: 2024 Annual Report Comments-IT6E, P.28.
<b>Comment:</b>	1. AEM failed to properly document and investigate a possible caribou mortality which was reported directly to former AEM Environmental Superintendent, Matt Gillman (in-person) on June 28, 2023, at km 12 on the AWAR at approximately 4:30 PM by SDFN/NDFN wildlife biologist advisor, Dan Chranowski, during a TAG field trip.

	<ol style="list-style-type: none"> <li>2. This lack of proper documentation is contrary to Section 5.1.3 “Incidental Observations” of the TEMMP and the requirements of T&amp;C 57 (b) of the Project Certificate.</li> <li>3. This lack of reporting is contrary to the requirements of T&amp;C 47 of the Project Certificate which requires AEM to share information about wildlife incidents with the Government of Nunavut.</li> <li>4. AEM’s claim of not observing a possible caribou mortality is irrelevant. The possible caribou mortality was directly reported to AEM and it was their responsibility to document and report it; especially since it was brought to the attention of the Environment Department Superintendent, Matt Gillman, as noted in Section 6.1 “General Wildlife Mitigation”, Subsection 6.1 “Employee Policies and Training” in the first bullet at the top of P.59 in the March 2025 Version 5 of the TEMMP which states, “All incidents involving interactions with wildlife, use of deterrence, or injury of wildlife will be documented, evaluated by Environment Department staff, and reported in the TEMMP annual report.”</li> <li>5. The caribou observation was only inserted into Table 12 as a “wildlife sighting” in the “Revised 2023 Annual Report; June 2023 Wildlife Report” after this discrepancy was raised by the SDFN/NDFN wildlife biologist advisor, in the 2023 Annual Report review.</li> <li>6. This lack of due diligence by AEM to report and investigate is contrary to the NIRB requirement to monitor the predicted threshold trigger of “no more than one ungulate mortality per year” that requires annual reporting by AEM (TEMMP Version 4, Section 5.7 “FEIS Predictions and Thresholds for Wildlife,” Table 12 - Summary of Predicted Effects, Monitoring Methods, and Management Thresholds for Ungulates).</li> </ol>
<p><b>Conclusion/Request:</b></p>	<p>SDFN/NDFN propose that the caribou “wildlife sighting” on June 28, 2023, be included in Appendix 26, Section 3.5 of the June 2023 Annual Report as follows: “SDFN/NDFN caribou biologist reported to the AEM Environmental Superintendent a possible caribou mortality, as he had observed a caribou had fallen over and was immobile for over ½ hour. It was observed approximately 300 m NE of the Km 12 gatehouse on open tundra terrain. AEM personnel monitored the area of the reported incident and did not find evidence of a mortality or possible mortality.” In Table 1, the caribou observation entry should be updated with the time (4:30 PM) and under the column “Behavior,” it should state “fell over and was immobile” and under the column “WL Action” it should state “No action taken.”</p>
<p><b>Comment Number:</b></p>	<p>2</p>
<p><b>Subject/Topic:</b></p>	<p>Clarification is needed on the following statement “Agnico Eagle is of the opinion that increasing the number of cameras along the AWAR is unlikely to provide any significant additional insight as to caribou crossing of the AWAR”</p>
<p><b>References:</b></p>	<p>250805-11MN034-Agnico Eagle Response Re: 2024 Annual Report Comments-IT6E; SDFN/NDFN-5: Caribou Trail Camera Program Compilation Report, bullet ‘f’ P.31 and Agnico Eagle’s answer to bullet f) on P.32</p>

<b>Comment:</b>	Regardless of the recent low number of caribou detections along the AWAR, the minimal amount of data collection (i.e., low number of camera-days) by the trail camera study in 2024 and 2025 (due to stolen and/or malfunctioning cameras) represents lost opportunity. A greater number of properly functioning trail cameras along the AWAR would enhance the chances of caribou detection and observations of relevant caribou crossing behavior and improve the monitoring output.
<b>Conclusion/Request</b>	AEM needs to provide evidence to support their statement.
<b>Comment Number:</b>	3
<b>Subject/Topic:</b>	A clear explanation is needed on the following statement “Agnico Eagle will maintain the current caribou number triggers which are evidence-based and not arbitrary.”
<b>References:</b>	SDFN/NDFN-6: TEMMP Caribou Protection Measures and Caribou Behavior Study - Reduce group size trigger threshold. AEM response to SDFN/NDFN in Document #250805-11MN034-Agnico Eagle Response Re: 2024 Annual Report Comments-IT6E; Appendix 37: 2025 Tag Annual Report; Appendix A: 2025 TAG Meeting Minutes, P.16 of 31; comments by Inuit elder, Timothy Evviuk (Baker Lake Hunter’s and Trapper’s Organization) and Tiriaq Maria Kusuluak (Kivalliq Wildlife Board wildlife technician)
<b>Comment:</b>	SDFN/NDFN requested AEM consider a reduction in the group size threshold trigger to 25 caribou from the current group size threshold trigger of 50 caribou. The request was based on the 2023 and 2024 caribou behavior studies that shows “small (<25 caribou) groups tended to have a higher proportion of response behaviours (running, alert) than larger groups”. In addition, IQ observations that small caribou groups are the “leaders” of the caribou herd in the spring and determine where the bigger herd may go in any given year (see March 12, 2025, TAG meeting minutes, P.16 of 31). Both the caribou behavior studies, and IQ observations are evidence-based and not arbitrary. Additionally, in response to GN-RC-17 comment in Section 4.5.3.1 “Road Traffic Protocol,” AEM indicated it had revised the AWAR closure trigger to 300 m in TEMMP Version 5 because the “buffer is supported by the caribou behaviour study and is therefore not arbitrary.”
<b>Conclusion/Request</b>	If AEM can agree to change distance threshold triggers based on caribou behavior study evidence (which is not arbitrary), why does it refuse to change group size threshold triggers also? AEM needs to explain why it has not reduced the group size threshold trigger, when IQ observations and AEM’s own behavior monitoring data provides evidence to support a reduction.
<b>Comment Number:</b>	4
<b>Subject/Topic:</b>	Enhanced monitoring once waterlines become operational
<b>References:</b>	AEM response to KivIA - 15, T&C 54 in Document #250805-11MN034-Agnico Eagle Response Re: 2024 Annual Report Comments-IT6E; Appendix 37: TAG Annual Report Final-IR2E; Appendix A: 2025 TAG Meeting Minutes; Presentation 2 “Caribou Camera and Behaviour Monitoring Program, 2024” (Presented by Mitch Fennell, ERM),

	<p>Comments by Dan Chranowski on P.21 of 31; 11MN034-2024 Site Visit Report; 250925-1MN034-2025 Site Visit Report-OT6E</p>
<p><b>Comment:</b></p>	<p>SDFN/NDFN has made many requests (as recently as the March 12, 2025, TAG meeting) for an increase to the remaining number of trail cameras (13) along the AWAR, especially since KivIA requested a re-allocation of some of the existing cameras to monitor the mine site and TAG requested cameras be moved to the proposed Discovery Road footprint to collect pre-disturbance detections of caribou prior to road/waterline construction. In KivIA-15 comments regarding T&amp;C 54, it requested that “Agnico Eagle develop options for <u>enhanced monitoring</u>, including track surveys, to discuss with TAG for the waterline as it becomes operational.” AEM indicated it would continue to “closely monitor caribou crossings during behavioral surveys, with additional data captured via trail cameras along the AWAR.” However, only 13 cameras are now placed along the AWAR which is a low number compared to 32 cameras in 2022. SDFN/NDFN supports this request, particularly because the NIRB 2024 Site Visit noted in its conclusions on P.37 that there were “several locations and/or lengths along the AWAR where the waterlines are higher than the road” and that the “AWAR was constructed with slopes to allow both humans and wildlife to cross the road with limited difficulty <u>which is now changed</u> with the steeper and higher slopes.” Therefore, despite AEM’s claims that the waterlines were constructed under “strict design criteria” to “promote” caribou crossing, visual evidence is to the contrary. SDFN observed these waterline construction discrepancies during the field tour with AEM in November 2025.</p> <p>In addition to the AWAR/ waterline slopes being steeper than expected, the ground vibration created by operating waterlines (under the coverings) needs to be measured with similar instruments used in blast monitoring to determine if this sensory disturbance affects caribou crossing behavior. Finally, once the waterlines are operational, the caribou’s response to the new water-lines infrastructure needs to be assessed (with behavior studies and <u>more trail cameras</u>).</p>
<p><b>Conclusion/Request</b></p>	<p>AEM needs to address the waterline construction anomalies since this variability in road profile could very well cause negative impacts to caribou that will be crossing the AWAR/waterlines in the future. SDFN/NDFN requests that AEM implement an enhanced study designed to obtain evidence which proves AEM’s assumption made in the 2020 Waterline FEIS Addendum Appendix IR-8 (Section 3.0) that “caribou can be expected to cross the road-waterline structure in the same manner that they cross the existing AWAR.”</p>

<b>Table 2: SDFN/NDFN Comments on 2025 AEM Annual Report and Additional Documents (260331-11MN034-2025 Annual Report-IR2E; Appendix 22: Blast Monitoring Report-IR2E; Appendix 25: Terrestrial Environment Management and Monitoring Plan Pt1-IR2E; Appendix 25: Terrestrial Environment Management and Monitoring Plan Pt6-IR2E; Appendix 25: Terrestrial Environment Management and Monitoring Plan Pt7-IR2E; Appendix 26: Wildlife Observations; Appendix 28-7: Roads Management Plan-IR2E; Appendix 28-8: Spill Contingency Plan-IR2E; Appendix 29: NIRB Project Certificate Tracking Table-IR2E; Appendix 37: TAG Annual Report Final-IR2E)</b>	
<b>Comment Number:</b>	1
<b>Subject/Topic:</b>	Correction to “Wildlife Management Program” in Roads Management Plan.
<b>References:</b>	Appendix 28-7: Roads Management Plan-IR2E, Section 10.1, last paragraph and Section 10.2, first bullet
<b>Comment:</b>	The wording “If more than 50 caribou are detected within 100 m of the AWAR, the Road Utilisation Work Suspension Protocol as per the TEMMP is implemented” and “During periods when herds of caribou (50 or more individuals) are detected within 100m of the AWAR, the southern gate is closed to traffic” are incorrect based on the recent revision to TEMMP Version 5, indicating a 300 m distance threshold trigger.
<b>Conclusion/Request:</b>	Please correct the threshold trigger in the Roads Management Plan.
<b>Comment Number:</b>	2
<b>Subject/Topic:</b>	Caribou detect disturbances with all their senses and not just visual or auditory senses.
<b>References:</b>	Appendix 25: Terrestrial Environmental Management and Monitoring Plan Pt 6; Appendix G: Meliadine Project Caribou Behaviour Study, 2025; Section 5.1 “Field Surveys,” P.10, top paragraph, second last sentence.
<b>Comment:</b>	The statement on P.10 that caribou may exhibit alert or running behaviors without a “disturbance occurring” should be re-phrased by stating “without a visual or auditory disturbance detected by the surveyor occurring.”. Caribou detect disturbances with all their senses. The response behaviors noted could be due to a smell, taste, or touch disturbance that was not detectable by the observer but nevertheless a detected disturbance by the caribou. AEM only reports on visual and auditory disturbances to caribou and should expand its assessment of how caribou respond to other sensory disturbances such as ground vibrations (touch), vegetation palatability (taste), and fugitive emissions (smell).
<b>Conclusion/Request:</b>	Please re-phrase the sentence on P.10 with the suggested wording.
<b>Comment Number:</b>	3
<b>Subject/Topic:</b>	2025 Trail camera study clarifications and corrections required
<b>References:</b>	Appendix 25: Terrestrial Environmental Management and Monitoring Plan Pt 6 and Pt 7; Appendix H: Meliadine Mine Caribou Trail Camera Program Compilation Report, 2020 to 2025; P.11, Table 5.1-1 Camera Deployment at the Meliadine Mine from 2020-2025; P.15, Section 6.1 “Fieldwork;” Section 6.2 “Caribou Distribution Relative to the Mine;” Appendix A: Data From Wildlife Cameras; P.32, Section 7 “Summary”
<b>Comment:</b>	Table 5.1-1 indicates that of the 38 cameras deployed in 2025, six were stolen and four malfunctioned. In addition, the table indicates the 2025 deployment dates were June 7 to August 20 but the text on P.15 in Section

	<p>6.1 “Fieldwork” indicates the monitoring program concluded on July 31, which would mean the deployment duration for data analysis purposes in 2025 was 54 days (June 7 to July 31) despite the fact the cameras were active until August 20. Caribou camera data collection should be assessed during a standardized duration for year to year comparison.</p> <p>The duration of deployment is used in the calculation of camera effort and detection rates. Section 6.1 indicates that camera effort was 1,225 trap-nights. Trap-nights are the equivalent of camera-days and in 2025, if all 38 cameras were functioning for the 54 day duration, approximately 2,052 camera-days of effort would have been collected. Unfortunately, the difference between the 2025 camera effort and the potential camera effort represents a reduction of approximately 827 camera-days of effort. The stolen and malfunctioning cameras represent a significant lost opportunity and without knowing which cameras were stolen or lost (AWAR? Mine? or Discovery cameras?), it is difficult to determine the number of camera-days of data that were collected by AWAR, Mine, or Discovery cameras. This calls into question the usefulness of the data.</p> <p>AEM needs to indicate how many cameras were stolen or malfunctioning by AWAR, Mine, and Discovery location deployment and how many camera-days of data were collected by AWAR, Mine, and Discovery cameras.</p> <p>Detection rates are usually calculated by # caribou detections X 100/ # camera-days. AEM should show an example calculation to explain how they arrived at their detection rates in 2025, especially in a year with significant loss of camera data due to lost, stolen and malfunctioning cameras.</p> <p>On P.15, in Section 6.2 in the second paragraph it states the first caribou detection was on June 24. But Figure 6.2-1 indicates caribou were observed along the AWAR on June 29 and at the mine on June 25, and Figure 6.2-5 indicates caribou were detected in 2025 on June 26 and Figure 6.2-6 shows the yellow 2025 detection bars positioned at June 25 and June 26. If the first detection was June 24, the yellow detection bar should be placed between June 23 and 25. Please clarify the discrepancies between the report text and figures.</p> <p>On P.32, Section 7 “Summary,” P.32 (in first Objective paragraph) it suggests there is no strong avoidance by small or large caribou groups to crossing the AWAR. The trail camera study was not designed to measure avoidance. No caribou groups were definitively identified approaching the AWAR that subsequently did not cross the AWAR. The sentence should only state that small and large groups cross the road. “Strong avoidance” is only speculation. The summary concluded that the camera program has provided useful information to inform mitigation; however, in 2025, the significant loss of data from stolen and malfunctioning cameras calls that claim into question.</p> <p>SDFN/NDFN appreciates the colour coding of cameras IDs for the AWAR, Mine, and Discovery cameras in Appendix A: Data from Wildlife Cameras. It would have been additionally helpful if the individual camera IDs from Appendix A were added to Figure 5.1-1.</p>
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<b>Conclusion/Request:</b>	AEM needs to indicate how many cameras were stolen or malfunctioning based on AWAR, Mine, and/or Discovery location deployment and how many camera-days of data were collected/lost by AWAR, Mine, and Discovery cameras. AEM should show an example calculation to explain how they arrived at their detection rates in 2025. Please clarify the discrepancies between the report text and figures in Section 6 “Results and Discussion.”
<b>Comment Number:</b>	4
<b>Subject/Topic:</b>	Surface blasting and propane cannon use just prior to implementation of Level 3 caribou migration mitigation protocol
<b>References:</b>	B.1_0740666_Meliadine_Caribou Blasting Memo-April 30, 2025, Figure 1.1: Terrestrial Advisory Group (TAG) meeting Minutes for May 30, 2024, P.16 of 20
<b>Comment:</b>	Figure 1.1 indicates surface and propane cannon blasts occurred for a series of days just prior to the implementation of a Level 3 caribou migration protocol on May 12. Even though collared caribou were 12 to 17 km away from the mine, collared caribou may or may not indicate if small groups of caribou are nearby the mine (i.e., within 5 km). In fact, the weather was foggy just prior to the Level 3 implementation as referenced by KivIA on P.16 of 20 in the May 30, 2024, TAG meeting minutes. When winds are low and fog is present, noise can propagate great distances, and caribou could have been close enough to the mine to hear the surface and propane cannon blasts. AEM should have been more cautious about conducting surface and propane cannon blasts during the foggy weather. The fact that AEM could not detect caribou (due to the fog) to implement the Level 3 shutdown until after AEM was informed by local hunters out on the land that caribou were coming, shows that surface and propane cannon blasts should be curtailed under foggy weather conditions, as AEM cannot be certain if caribou are within the vicinity of the mine.
<b>Conclusion/Request:</b>	AEM should implement a precautionary action into the Caribou Protection Measures decision tree whereby surface and propane cannon blasting should not be conducted under Level 2, if the weather is foggy and caribou cannot be detected.
<b>Comment Number:</b>	5
<b>Subject/Topic:</b>	Caribou use of key crossing area at southeast end of Meliadine Lake.
<b>References:</b>	Appendix 25: Terrestrial Environmental Management and Monitoring Plan Pt 6 and Pt 7; Appendix H: Meliadine Mine Caribou Trail Camera Program Compilation Report, 2020 to 2025; Section 6.2.3 Discovery Area Cameras; Figure 6.2-4; Appendix A: Data from Wildlife Cameras, CAM 9, 19, 12
<b>Comment:</b>	Even with a low number of caribou detected by trail cameras in 2025, Figure 6.2-4 clearly shows caribou continue to regularly use the southeast Meliadine caribou crossing. Before AEM starts the Discovery deposit development, they should not be continuing to mitigate in a “business as usual” approach. Caribou use at the “Narrows” caribou crossing have declined since the mine has become operational and a reduction in caribou crossings will also happen at the southeast Meliadine Lake crossing unless AEM implements upgraded and enhanced methods of monitoring and mitigation at this location to minimize impacts to caribou.

<b>Conclusion/Request:</b>	AEM should begin to develop an adaptive management plan for this key caribou crossing at the southeast end of Meliadine Lake to mitigate planned construction and new road/waterline infrastructure to ensure minimal impacts to caribou. Based on the baseline monitoring to date, it is recommended that AEM consider re-routing the Discovery Road further south so that it does not create a bottleneck barrier so close to the caribou crossing.
<b>Comment Number:</b>	6
<b>Subject/Topic:</b>	Correction regarding statement about November 2025 TAG meeting.
<b>References:</b>	260331-11MN034-2025 Annual Report-IR2E; Section 11.7 “Community Engagement Initiatives,” P.111; second last paragraph, lines 4 and 5
<b>Comment:</b>	The sentence states that “a Terrestrial Advisory Group (TAG) meeting took place in November to review environmental monitoring updates.” However, the TAG meeting was cancelled, and no environmental updates occurred, so the sentence is incorrect.
<b>Conclusion/Request:</b>	Please re-phrase the sentence to reflect that the TAG meeting did not occur.
<b>Comment Number:</b>	7
<b>Subject/Topic:</b>	TAG Meetings for 2026
<b>References:</b>	260331-11MN034-2025 Annual Report Appendix 37: TAG Annual Report Final-IR2E; Section 3 “Agenda Items for 2026,” P.13; 260409-11MN034-Agnico Eagle Itr Meliadine TAG-IT6E
<b>Comment:</b>	The Table indicates that there was a meeting proposed for April 28 and 29, 2026. However, on April 9, 2026, AEM purported that the meeting on April 28, 2026, was now a meeting of a new committee without prior discussion or approval of the TAG. SDFN/NDFN responded to AEM on April 21, 2026 (letter appended) rejecting its April 9, 2026, letter. The April 2026 TAG meeting focused almost entirely on the TAG Terms of Reference. At the April 2026 meeting, SDFN/NDFN requested that a meeting of the TAG be scheduled in the coming months as it has been over a year since the TAG met to discuss matters relating to terrestrial wildlife and wildlife habitat in accordance with the objective and mandate of the TAG and the requirements of T&C 132. SDFN/NDFN sent a letter to the TAG on May 28, 2026, again requesting a meeting of the TAG (appended).
<b>Conclusion/Request:</b>	SDFN/NDFN request a TAG meeting be scheduled in 2026 to address matters relating to terrestrial wildlife and wildlife habitat in accordance with the objective and mandate of the TAG set out in T&C 132.
<b>Comment Number:</b>	8
<b>Subject/Topic:</b>	Collared caribou inventory wording
<b>References:</b>	260331-11MN034-2025 Annual Report-IR2E; Section 7.9.1 “TEMMP”; Collared Caribou Inventory; last paragraph, first line
<b>Comment:</b>	The sentence states “Fewer than 30% of Qamanirjuaq caribou come within 5 km of the Project and 99% of caribou that came within 5 km of the AWAR or Mine for a specific year remained for less than 24 hours.” While it can be assumed this statement is referring to collared caribou, to someone reading this for the first time, it sounds like AEM is making a general statement about the entire Qamanirjuaq caribou herd, which would be

	misleading. This sentence should be re-stated more explicitly by adding the word “collared” before the word “Qamaniruaq” and after “99% of,” for clarity.
<b>Conclusion/Request:</b>	Please re-phrase the sentence with the suggested wording.



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April 21, 2026

***By Email***

Agnico Eagle Mines Limited  
11600, rue Louis-Bisson  
Mirabel, Quebec J7N 1G9

Attention: Manon Turmel, Superintendent, Public Affairs

Dear Manon,

**RE: AGNICO EAGLE CORRESPONDENCE DATED APRIL 9, 2026**

This letter is to respond to the correspondence from Agnico Eagle Mines Limited (Agnico Eagle), dated April 9, 2026<sup>1</sup> (Agnico Eagle April 2026 Letter).

The Terrestrial Advisory Group (TAG) is an advisory group established to provide technical oversight on the Project's impact management, mitigation, and monitoring measures related to the protection of terrestrial wildlife and wildlife habitat based on Inuit Qaujimaningit, Inuit Qaujimajatuqangit, Traditional and Community Knowledge and knowledge from the western science perspective shared by Responsible Parties. The requirement for the TAG is set out in Term and Condition (T&C) 132 of the Project Certificate issued by the Nunavut Impact Review Board. T&C 132 lists the Responsible Parties, which includes Northlands Denesuline First Nation and Sayisi Dene First Nation.

The reporting requirements for T&C 132 set out that a Memorandum of Understanding and Terms of Reference must be provided to the Nunavut Impact Review Board a minimum of sixty (60) days prior to any construction of the waterlines being undertaken. The requirement for a Memorandum of Understanding was the result of a decision of the responsible Ministers to vary T&C 132 based on Crown consultations with Northlands Denesuline First Nation and Sayisi Dene First Nation. The letter from the responsible Ministers, dated January 31, 2022, is appended to this correspondence for ease of reference<sup>2</sup> ("Ministerial Decision Letter").

<sup>1</sup> NIRB Registry, 260409-11MN034-Agnico Eagle ltr Meliadine TAG-IT6E

<sup>2</sup> NIRB Registry, 220131-11MN034-Ministers Response Re NIRB Reconsideration Report-ICHE

Northlands Denesuline First Nation and Sayisi Dene First Nation sought the inclusion of a Memorandum of Understanding in T&C 132 in order to clarify that participants in the TAG are providing consent to the establishment of the TAG on certain terms and conditions, as a basis for functional and collaborative interactions.

As you know, Agnico Eagle, Northlands Denesuline First Nation and Sayisi Dene First Nation negotiated and entered a Memorandum of Understanding on January 30, 2023 (appended). The Terms of Reference resulting from the discussions at the December 2022 meeting of the parties to the TAG are attached to the Memorandum of Understanding. The Memorandum of Understanding includes a number of notable provisions, including:

- Agnico Eagle, Northlands Denesuline First Nation and Sayisi Dene First Nation agreed the TAG was established pursuant to T&C 132. (Section 1.1).
- The TAG will operate under the Terms of Reference, and the Terms of Reference will be reviewed by the Parties at least once every two years. (Section 3.1).
- The term of the Memorandum of Understanding is for the duration of the Project phases set out in T&C 44, 118, and 132, unless Agnico Eagle, Northlands Denesuline First Nation and Sayisi Dene First Nation agreed in writing to terminate the Memorandum of Understanding. (Section 4.1).
- Northlands Denesuline or Sayisi Dene First Nation may discontinue its participation in the TAG on 30 days written notice. Agnico Eagle does not have the ability to discontinue its participation. (Section 7.1)
- The Terms of Reference may only be amended with the written consent of the parties to the TAG. (Section 9.1)

Northlands Denesuline First Nation and Sayisi Dene First Nation have not consented to the approach to the TAG referenced in the Agnico Eagle April 2026 Letter, nor has there been any discussion between Agnico Eagle, Northlands Denesuline First Nation and Sayisi Dene First Nation about the approach. Absent the consent of Northlands Denesuline First Nation and Sayisi Dene First Nation in accordance with the Memorandum of Understanding, the purported changes set out in the Agnico Eagle April 2026 Letter are of no effect.

The Agnico Eagle April 2026 Letter also suggests its approach is allowable based on a quote from the 2021 Reconsideration Report.<sup>3</sup> Agnico Eagle has chosen not to include the critical context to this quote, which related to parties to the TAG having sufficient resources to fully participate in the TAG. Here is the full paragraph reproduced:

In recognition that concerns about impacts to caribou and terrestrial wildlife monitoring were deferred to be a priority of the Terrestrial Advisory Group (TAG), the Board has recommended new Term and Condition No.132 to require the establishment of the TAG.

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<sup>3</sup> NIRB Registry, 210730-11MN034-Reconsideration Report and Recommendations-OMME

The objective of this term and condition is to integrate the expertise of parties on terrestrial wildlife and collection of Inuit Qaujimaqatuqangit and Traditional and Community Knowledge to inform mitigation and monitoring strategies of project-related impacts. In particular, the Board expects the TAG to play a central role in the monitoring of caribou behaviour and interaction with the AWAR, waterlines and associated activities, as well as cumulative and regional impacts to caribou. The improvement of these mitigation and monitoring strategies as advised by TAG members would also feed into updates to the TEMMP. **However, as the Board heard that there may be funding or other resource limitations that affect the full participation of the other members of the TAG,** if Agnico Eagle is not able to establish a functional and productive TAG, the Proponent remains responsible to advise the Board and to provide the Board with an update regarding other mechanisms that Agnico Eagle proposes to meet the objective of this Term and Condition to ensure compliance.<sup>4</sup>

Further, the quote from the Reconsideration Report relied upon by Agnico Eagle references “other mechanisms” in relation to meeting the objectives of T&C 132. However, the objective of T&C 132 included in the Reconsideration Report was varied by the Ministerial Decision Letter to remove the reference to “mechanisms”, as well as to include an explicit reference to Responsible Parties (which includes Northlands Denesuline First Nation and Sayisi Dene First Nation).

In light of the varied T&C 132 and the terms of the Memorandum of Understanding and the Terms of Reference, the approach described in the Agnico Eagle April 2026 Letter would require a reconsideration of T&C 132 pursuant to Section 112 of the *Nunavut Planning and Project Assessment Act*.

## Next Steps

Northlands Denesuline First Nation and Sayisi Dene First Nation have given consideration to potential revisions of the Terms of Reference. Our team travelled to Rankin Inlet for the TAG meeting on November 4 and 5, 2025 to engage in the review of the Terms of Reference with the parties. Unfortunately, on November 4, 2025, Agnico Eagle postponed the meeting, and it was rescheduled to April 2026.

Northlands Denesuline First Nation and Sayisi Dene First Nation remain fully committed to a review of the TAG by the parties in accordance with Section 4.1 of the Terms of Reference to improve its efficiency and effectiveness. This review should be carried out in a collaborative and respectful manner, and it must be consistent with T&C 132, the Terms of Reference and the Memorandum of Understanding.

The April 2026 meeting should focus on a review of the TAG Terms of Reference. The preliminary agenda item must be a discussion and clarification of the role of the proposed facilitator in the review of the TAG Terms of Reference. Please note that our legal counsel, Kelly Olson of Myers LLP, will be participating in the meeting remotely. Further, please ensure that

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<sup>4</sup> NIRB Registry, 210730-11MN034-Reconsideration Report and Recommendations-OMME, page 117

Kelly Olson ([kolson@myersfirm.com](mailto:kolson@myersfirm.com)) is included on all future correspondence to Northlands Denesuline First Nation or Sayisi Dene First Nation related to the TAG or the Project Certificate.

Masi Cho,

-WJ VPC

Geoff Bussidor  
Chief Negotiator  
Sayisi Dene First Nation



Benjamin Denechezhe  
Chief Negotiator  
Northlands Denesuline First Nation

cc: Nunavut Impact Review Board  
Kivalliq Inuit Association  
Crown-Indigenous Relations and Northern Affairs Canada  
Government of Nunavut  
Kivalliq Wildlife Board  
Kangiqtinig HTO  
Baker Lake HTO  
Nunavut Tunngavik Incorporated  
Athabasca Denesuline



Kaviq Kaluraq  
Chairperson  
Nunavut Impact Review Board  
P.O. Box 1360  
CAMBRIDGE BAY NU X0B 0C0

January 31, 2022

[kkaluraq@nirb.ca](mailto:kkaluraq@nirb.ca)

Dear Kaviq Kaluraq:

Thank you for your correspondence dated July 30, 2021, regarding the Nunavut Impact Review Board's (the Board) Reconsideration Report and Recommendations (Report) for Agnico Eagle Mines Limited's (Agnico Eagle) Saline Effluent Discharge to Marine Environment Project Proposal (the Project), Nunavut Impact Review Board File No. 11MN034. I apologize for the delay in responding.

The Ministers of Fisheries, Oceans and the Canadian Coast Guard, Natural Resources, Transport; and I have the regulatory jurisdiction to make a decision with respect to the Board's recommended new and revised Terms and Conditions. As the responsible Ministers, we are required to accept, reject, or vary the Project Certificate Terms and Conditions contained in the Board's Report. This role is established in section 12.8.3 of the Nunavut Agreement, and set out under subsection 112(6) of the *Nunavut Planning and Project Assessment Act* (the Act).

As described in the Report, the Board has assessed the Project by way of a reconsideration of the Terms and Conditions of Project Certificate No. 006, conducted under section 112 of the Act. The Board concluded that this project modification to the Meliadine Gold Mine should be allowed to proceed, provided that Agnico Eagle complies with the Terms and Conditions of the Project Certificate, with the revision of 11 Terms and Conditions and the addition of three new Terms and Conditions.

The other responsible Ministers and I have carefully considered the Board's Report and have decided to accept the Board's recommendation that the Project proceed with new and revised Terms and Conditions, and as per subparagraph 112(6)(b)(i) of the Act, to vary Terms and Conditions. Specifically, we have concluded that Terms and Conditions 25, 44, and 132, as proposed, are insufficient to mitigate the potential eco-systemic and socio-economic impacts that the Terms and Conditions were intended to mitigate. Our rationale follows, and the attached table contains the final approved wording for these three identified Terms and Conditions.

.../2

As part of our analysis, the responsible Ministers have considered the Kivalliq Inuit Association's and Ghotelnene K'odtineh Dene's views indicating that the recommended Terms and Conditions were insufficient to adequately mitigate the Project's potential impacts on their established or asserted Aboriginal or treaty rights. The terms and conditions proposed by the Board, as varied by the responsible Ministers, address these outstanding concerns.

#### *Kivalliq Inuit Association Comments*

In a letter dated July 31, 2021, the Government of Canada sought the Kivalliq Inuit Association's input on whether there were any potential adverse impacts on established Inuit rights that may not have been substantially identified and/or addressed in the Board's Report. On September 3, 2021, the Kivalliq Inuit Association responded expressing concern that the Board did not capture the wording found in Exhibit 23 from the Public Hearing (a joint submission made by the Kivalliq Inuit Association and Agnico Eagle to the Board on June 17, 2021), in an enforceable term and condition.

The responsible Ministers recognize the importance of concerns with respect to the freshwater quality of Lake Meliadine, rooted in Inuit Qaujimagatuqangit, heard throughout the reconsideration process, and the need for certainty and enforceability of the provisions contained in the updated Adaptive Management Plan as expressed by the Kivalliq Inuit Association. The responsible Ministers have therefore decided to vary Term and Condition 25 to reflect some of the language found in Exhibit 23. Keeping in mind the need to preserve the Project's operational flexibility, the variations to the terms and conditions focus mainly on setting the objectives of the Adaptive Management Plan. The responsible Ministers have also included wording that requires Agnico Eagle to consult with the Kivalliq Inuit Association and Ghotelnene K'odtineh Dene with respect to the development and implementation of the Adaptive Management Plan. In the variations to the Term and Condition, we have not included the specific updates that the Kivalliq Inuit Association and Agnico Eagle agreed upon. However, we expect the first iteration of the Adaptive Management Plan to align with the wording found in Exhibit 23. Note that any proposed modifications to the wording in the Adaptive Management Plan would require Agnico Eagle to consult with the parties identified in Term and Condition 25.

#### *Ghotelnene K'odtineh Dene Comments*

Following consultations with Sayisi Dene First Nation and Northlands Denesuline First Nation (collectively referred to as Ghotelnene K'odtineh Dene), the responsible Ministers take note of their view that Ghotelnene K'odtineh Dene was mischaracterized as a transboundary Indigenous group in the Board's Report, which the Ghotelnene K'odtineh Dene interpret as implying that their rights and interest in the Project lay

exclusively outside of Nunavut. The responsible Ministers would like to confirm that Canada acknowledges the asserted and established Section 35 rights of Ghotelnene K'odtineh Dene in Nunavut. In addition, we highlight the Board's responsibility to consider the potential impacts of projects on these rights and interests. Ghotelnene K'odtineh Dene have used and lived on and continue to use and live on the lands and waters that are part of the Qamanirjuaq caribou herd's habitat, both inside and outside of Nunavut. Further, Canada is currently negotiating a land claims agreement with Ghotelnene K'odtineh Dene to address their harvesting, land and other related rights in the southwestern portion of Nunavut and southeastern portion of the Northwest Territories. Once in effect, the Ghotelnene K'odtineh Dene Agreement would be a land claims agreement, within the meaning of Section 35 of the *Constitution Act, 1982*. For the purpose of this decision, the responsible Ministers have considered the Project's potential impacts on Ghotelnene K'odtineh Dene's asserted and established Section 35 rights within their traditional territory, both inside and outside of Nunavut.

The Board, in performing their assessment functions, and in accordance with section 40.4.8 of the Nunavut Agreement, allowed full standing to the Councils of the Bands to make representations respecting their interests in areas they have traditionally used and continue to use in Nunavut. In the responsible Ministers' view, the Board has carried out a thorough assessment of how the Project may impact the Qamanirjuaq caribou herd upon which the Ghotelnene K'odtineh Dene rely, both inside and outside of the Nunavut Settlement Area, in exercising their asserted and established Section 35 rights. Based on the Board's assessment and the attached final Terms and Conditions, the responsible Ministers are confident these potential impacts can be appropriately mitigated. In coming to this decision, the responsible Ministers considered Ghotelnene K'odtineh Dene's asserted and established Section 35 rights and determined that the Board's Report contained sufficient evidence to assess potential impacts on these rights.

In response to the Government of Canada's letter of July 31, 2021, seeking views on whether there were any potential adverse impacts on asserted or established Section 35 rights that may not have been substantially identified and/or addressed in the Board's Report, Ghotelnene K'odtineh Dene expressed the importance of revising the 2021 Technical Memorandum entitled "Collared Caribou Meliadine All Weather Access Road Interactions" prior to construction of the Project, to enable effective monitoring and mitigation of potential effects to caribou. The responsible Ministers agree, and have decided to vary Term and Condition 44 to require Agnico Eagle, in consultation with the Terrestrial Advisory Group, to revise the Technical Memorandum. This revised Memorandum will describe the crossings and deflections of caribou in relation to the all-weather access road as assessed, using caribou collar data. The Board will be provided with a copy prior to the construction/installation of the waterlines.

Ghotelnene K'odtineh Dene also expressed concern regarding how the objectives of the Terrestrial Advisory Group were defined and when it will be established. As indicated in Final Hearing commitment number 42, Agnico Eagle has committed to entering into a Memorandum of Understanding with mutually agreeable terms and conditions with each individual party of the Terrestrial Advisory Group. However, Ghotelnene K'odtineh Dene indicated that the Terrestrial Advisory Group should be established and functioning prior to the start of construction of the Project, in order to provide the necessary advice to address potential impacts to terrestrial wildlife from the outset of construction. Further, Ghotelnene K'odtineh Dene recommended that a Memorandum of Understanding be concluded, prior to the establishment of the Terrestrial Advisory Group, to support functional and collaborative interactions. Ghotelnene K'odtineh Dene also indicated that the objective and role of the Terrestrial Advisory Group, as described in the Board's new Term and Condition 132, should be revised to reflect wording proposed by parties during the reconsideration process.

To address these concerns, the responsible Ministers have decided to vary Term and Condition 132 to require the conclusion of a Memorandum of Understanding, to establish and set the objectives of the Terrestrial Advisory Group. Under this varied Term and Condition, the Terrestrial Advisory Group must be established and meet prior to the start of construction of the Project, to provide Agnico Eagle with critical advice incorporating Indigenous knowledge and knowledge from a western science perspective related to terrestrial wildlife. Wording relating to the objective and role of the Terrestrial Advisory Group has also been revised.

Considering the Kivalliq Inuit Association's and Ghotelnene K'odtineh Dene's participation in the Board's reconsideration process, as well as the further engagement that took place following the issuance of the Board's Report, we conclude that the Crown has discharged its duty to consult and accommodate.

#### *Agnico Eagle Comments*

To ensure a transparent and procedurally fair decision-making process, officials from the Canadian Northern Economic Development Agency's Northern Projects Management Office met with Agnico Eagle on November 24, 2021, to share the proposed variations to Terms and Conditions 25, 44, and 132. The officials provided the proponent an opportunity to identify whether any of the proposed variations go beyond the evidence and submissions heard by the Board, with a particular emphasis on any modifications that would have unintended effects on the viability of the Project.

The responsible Ministers understand that some of the proposed variations may not reflect Agnico Eagle's preferred wording. However, these variations, as well as consultations with the Kivalliq Inuit Association and Ghotelnene K'odtineh Dene, were

based on the record that was in front of the Board. Moreover, they do not undermine the viability of the Project. The variations to Terms and Conditions 25, 44, and 132 were largely built on commitments made by Agnico Eagle and to further strengthen the Project Certificate while clarifying the timing of certain commitments and adaptive management mechanisms and their associated objectives. With respect to the establishment of the Terrestrial Advisory Group and the holding of its first meeting, we are confident that Agnico Eagle and interested parties will work collaboratively towards ensuring that it is established and operational before the planned start of construction.

### *Board Comments*

Reflecting what it heard from interveners during the reconsideration process, the Board's Report highlighted the need for equal access to sustainable funding for community groups to participate in the Terrestrial Advisory Group and community-based monitoring initiatives. The Board's Report also encouraged authorities to move beyond acknowledging concerns for funding to find a solution that allows community groups to participate in the Terrestrial Advisory Group. At this time, unfortunately, the Government of Canada does not have long-term funding options that could specifically aid in funding participation in the Terrestrial Advisory Group or other community-based monitoring initiatives.

The responsible Ministers note Ghotelnene K'odtineh Dene's concern that they do not have any resources or capacity to participate in the Terrestrial Advisory Group when it addresses matters that may potentially impact Ghotelnene K'odtineh Dene's Section 35 rights. The responsible Ministers are aware that federal officials have previously engaged with Ghotelnene K'odtineh Dene to explore the possibility of finding long-term funding opportunities from the Government of Canada. The responsible Ministers are committed to pursuing further good faith discussions on the subject of funding required to facilitate participation in the Terrestrial Advisory Group.

In addition, the responsible Ministers would like to emphasize that it is ultimately the proponent's responsibility to ensure that the adaptive management mechanisms of its Project are effectively achieving their intended purpose and that the Project's potential impacts remain acceptable. Given that the proponent relies on Inuit Qaujimaqatungit and traditional knowledge to adaptively manage its project, the responsible Ministers strongly encourage Agnico Eagle to determine how it can support the meaningful participation of Indigenous groups in its Project-related monitoring programs and management plans.

In conclusion, and on behalf of my colleagues, I would like to acknowledge the work of the Board and its staff for effectively completing the reconsideration process while implementing the provisions set out in Article 12 of the Nunavut Agreement, particularly considering the challenges of doing so during the pandemic.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Vandal". The signature is fluid and cursive, with a large initial "D" and a stylized "Vandal".

Hon. Daniel Vandal, P.C., M.P.

c.c.: The Honourable, Joyce Murray, P.C., M.P.  
The Honourable Jonathan Wilkinson, P.C., M.P.  
The Honourable Omar Alhabra, P.C., M.P.

Encl.

## Varied Terms and Conditions 25, 44, and 132

Note: The responsible Ministers revisions and additions to the Project Certificate Terms and Conditions are identified in **bold and underlined, or struck-through, red text**. For clarity, the Board's revisions to the Terms and Conditions from the Report remain captured below and are identified in **bold and/or underlined, black text**.

<b><u>Revised</u></b> Term and Condition No.	<b>25</b>
<b>Category</b> <b><u>REVISED:</u></b>	Hydrogeology and Groundwater – Groundwater Management Plan/ <b><u>Adaptive Management Plan</u></b>
<b>Responsible Parties</b> <b><u>REVISED:</u></b>	The Proponent, Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC), <b><u>Environment and Climate Change Canada (ECCC) and Fisheries and Oceans Canada (DFO), Kivalliq Inuit Association (KivIA) and Ghotelnene K'odtineh Dene (GKD).</u></b>
<b>Project Phase:</b>	Pre-construction, construction, Operations, temporary closure/care and maintenance, closure, post closure monitoring.
<b>Objective:</b>	To manage saline groundwater and minimize the impacts to permafrost, soil, surface water, vegetation and wildlife
<b>Term or Condition</b> <b><u>REVISED:</u></b>	<p>The Proponent shall submit a detailed Groundwater Management Plan <b><u>and/or Adaptive Management Plan</u></b> to the NIRB which includes mitigation measures designed to address the potential for higher-than-predicted volumes of saline water inflows into the underground mine, treatment and disposal methods, and details of its plan to monitor saline water at site <b><u>prior to disposal through the waterlines to Melvin Bay.</u></b> The plans must identify uncertainties pertaining to predictions for groundwater quality and quantity and <del>inform</del> adaptive <b><u>water management strategies for the site which may include the management of saline groundwater and surface contact water, and identify discrepancies between predicted groundwater inflow from 2014, 2020 and future modelling, as well as between predicted and actual groundwater inflows.</u></b></p> <p><del>CIRNAC, ECCC, and DFO should be consulted with respect to the contents of the Plans and any required adaptive management and mitigation measures.</del></p> <p><b><u>Unless specified in the Groundwater Management Plan and/or Adaptive Management Plan, while the dual waterlines are operational, they will be used to their full capacity by managing the release of 6,000 m<sup>3</sup>/day to 12,000 m<sup>3</sup>/day of treated saline effluent and the remainder (8,000 m<sup>3</sup>/day to 14,000 m<sup>3</sup>/day) comprised of surface contact water to a total capacity of 20,000 m<sup>3</sup>/day.</u></b></p> <p><b><u>25a: The proponent shall minimize or eliminate surface contact water discharges to Meliadine Lake by discharging on-site surface contact water in accordance with the Groundwater Management Plan and /or Adaptive Management Plan.</u></b></p>

	<p><u>25b: The Groundwater Management Plan and/or Adaptive Management Plan must set out the guiding principles, normal operating conditions, and the adaptive thresholds for management of water for the waterlines and any other matters as directed by the Board.</u></p> <p><u>25c: The Proponent shall manage the total daily volumes of water it is authorized to discharge via the dual waterlines into Melvin Bay in accordance with the Groundwater Management Plan and/or Adaptive Management Plan.</u></p> <p><u>25d: The proponent shall update the Adaptive Management Plan for NIRB review and acceptance within six months of receiving the amended project certificate.</u></p> <p><u>25e: The Proponent shall consult KIA, GKD, CIRNAC, ECCC and DFO, with respect to the contents of the Plans and any required adaptive management and mitigation measures.</u></p>
<p><b>Reporting Requirements</b> <b><u>REVISED:</u></b></p>	<p><b><u>An Updated plans or confirmation that the versions of the Plans already submitted to the Board</u></b> shall be <b><u>provided</u></b> to the NIRB within 90 days of receipt of the amended Project Certificate. <b><u>Subsequently,</u></b> the Proponent shall provide a summary discussion of its implementation of this Term and Condition, including the results of monitoring or <b><u>development and implementation of</u></b> adaptive management strategies, to the NIRB through the Proponent’s annual monitoring report.</p>

<b><u>Revised</u></b> Term and Condition No.	<b>44</b>
<b>Category:</b>	Terrestrial Wildlife and Wildlife Habitat – Caribou Monitoring
<b>Responsible Parties</b> <b><u>REVISED:</u></b>	The Proponent, Government of Nunavut, <b><u>and other participants in the Terrestrial Advisory Group (TAG)</u></b>
<b>Project Phase:</b>	Pre-construction, construction, Operations, temporary closure/care and maintenance, closure, post closure monitoring.
<b>Objective:</b>	To further define details of monitoring programs
<b>Term or Condition</b> <b><u>REVISED:</u></b>	In consultation with the Government of Nunavut (GN) and other relevant parties, <b><u>such as the Terrestrial Advisory Group</u></b> , the Proponent shall further develop its Terrestrial Environment Management and Monitoring Plan (TEMMP) to include increased caribou monitoring across the regional study area and additional details on the scope and design of monitoring programs. The Proponent shall also demonstrate consideration for contributing to existing and planned regional monitoring initiatives associated with terrestrial wildlife and wildlife habitat <b><u>and the incorporation of Inuit Qaujimaningit, Inuit Qaujimajatuqangit, Traditional and Community Knowledge</u></b> , as appropriate. Monitoring should be adequate to test impact predictions, monitor impact thresholds and trends over time, and to support implementation of mitigation measures as proposed in the Final Environmental Impact Statement <b><u>and any subsequent Addenda submitted by the Proponent. The Proponent in consultation with the Terrestrial Advisory Group shall revise the 2021 Technical Memorandum entitled “Collared Caribou Meliadine All-Weather Access Road Interactions” describing the crossings and deflections of caribou in relation to the all-weather access road as assessed using caribou collar data and shall provide a copy to the NIRB prior to construction/installation of the waterlines.</u></b>
<b>Reporting Requirements:</b>	Results of discussions, implementation of measures, updates to the Plan, and monitoring results shall be reported and discussed in the Proponent’s annual report to the NIRB.

NEW Term and Condition No.	132
Category:	Terrestrial Wildlife and Wildlife Habitat – Incorporation of Inuit Qaujimaningit, Inuit Qaujimajatuqangit, Traditional and Community Knowledge
Responsible Parties:	The Proponent, Nunavut Tunngavik Incorporated, Kivalliq Inuit Association, Kivalliq Wildlife Board, Government of Nunavut, Kangiqliniq Hunters and Trappers Organization, Baker Lake Hunters and Trappers Organization, the Sayisi Dene First Nation, Northlands Denesuline First Nation (and the Arviat Hunters and Trappers Organization, Issatik Hunters and Trappers Organization, the Aqigiq Hunters and Trappers Organization if they wish to participate)
Project Phase:	Pre-construction, construction, Operations, temporary closure/care and maintenance, closure, post-closure <b>monitoring</b> .
Objective:	<del>To establish mechanisms for the Proponent to seek out, consider, and incorporate Inuit Qaujimaningit, Inuit Qaujimajatuqangit, and Traditional and Community Knowledge into</del> <b><u>To establish an advisory group to provide technical oversight on</u></b> the Project’s impact management, mitigation, and monitoring measures related to the protection of terrestrial wildlife and wildlife habitat <b><u>based on Inuit Qaujimaningit, Inuit Qaujimajatuqangit, Traditional and Community Knowledge and knowledge from the western science perspective shared by Responsible Parties.</u></b>
Term or Condition:	The Proponent shall, in consultation with the groups listed as Responsible Parties above, and any other parties considered by the Group to be necessary, establish a Terrestrial Advisory Group (TAG). <b><u>The TAG shall hold its first meeting prior to any construction/installation of the waterlines.</u></b> The central mandate of the TAG will be to continually review and refine impact management, mitigation, and monitoring details within the Terrestrial Environment Management and Monitoring Plan (TEMMP). The TAG Members will collaborate to share <b><u>and consider</u></b> methods, results, and analysis from caribou and terrestrial environment studies and monitoring, Inuit Qaujimaningit, Inuit Qaujimajatuqangit, Traditional and Community Knowledge shared by knowledge holders, and other terrestrial environment monitoring data as it becomes available. <b><u>The Proponent will consider the information shared by the TAG Members for incorporation into the Project’s impact management, mitigation, and monitoring measures related to the protection of terrestrial wildlife and wildlife habitat as appropriate.</u></b> Agnico Eagle shall be responsible for demonstrating how the information shared <b><u>and considered</u></b> by the TAG has been incorporated into the Project’s impact management, mitigation, and monitoring measures related to the protection of terrestrial wildlife and wildlife habitat as appropriate.

Reporting Requirements:	<p><b><u>A finalized Memorandum of Understanding and</u></b> Terms of Reference for the Terrestrial Advisory Group <b><u>between the Proponent and Responsible Parties</u></b> shall be provided to the Nunavut Impact Review Board (Nunavut Impact Review Board) <b><u>within sixty (60) days of issuance of the amended Project Certificate, a minimum of sixty (60) days prior to any construction of the waterlines being undertaken.</u></b> An overview of information shared during Terrestrial Advisory Group meetings and how information <b><u>was considered and</u></b> incorporated by Agnico Eagle into the Project's impact management, mitigation, and monitoring measures shall be provided to the NIRB on an annual basis in the Proponent's Annual Report.</p>
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This **MEMORANDUM OF UNDERSTANDING** (MOU) made this \_\_\_\_th day of \_\_\_\_\_

AMONG:

**AGNICO EAGLE MINES LIMITED**

and

**SAYSI DENE FIRST NATION AND  
NORTHLANDS DENESULINE FIRST NATION** (collectively, the “First Nations”)

(each a “Party” and collectively the “Parties”)

WHEREAS Agnico Eagle Mines Limited (Agnico Eagle) has received from the Nunavut Impact Review Board (NIRB) a Project Certificate No. 006 for the Meliadine Gold Mine Project (the Project);

AND WHEREAS Agnico Eagle is responsible for establishing Terrestrial Advisory Group (TAG) under the terms and conditions of Project Certificate No. 006 issued by NIRB;

AND WHEREAS the purpose of the Terrestrial Ecosystem Monitoring and Management Plan (TEMMP), and any environmental management and monitoring programs by which it is implemented, is to

- a) measure the relevant environmental effects of the Project on terrestrial wildlife;
- b) confirm that the Project is being carried out within the terms and conditions of the project certificate relating to the protection of terrestrial wildlife;
- c) assess the accuracy of the predictions contained in the final environmental impact statement and any addendums filed by Agnico Eagle with NIRB in respect of the Project;
- d) identify and select appropriate target species, indicators and linkages for monitoring;
- e) evaluate the effectiveness of mitigation measures and to support any required improvement of those measures;
- f) identify any unforeseen environmental effects caused by the Project;
- g) provide an early warning mechanism to identify any environmental effects caused by the Project; and
- h) determine and identify any cause-and-effect interactions between the Project and the environment.

AND WHEREAS Agnico Eagle wishes to collaborate with the other Parties regarding, in particular, the adaptive management of its mining operations at the Project for caribou and other wildlife interactions as expressed in the TEMMP;



AND WHEREAS the TAG is intended to create an advisory group to support ongoing cooperation and communication amongst the Parties, as well as to review and provide advice to Agnico Eagle on all aspects of the TEMMP Project in relation to the terrestrial environment;

NOW THEREFORE, the Parties agree as follows:

**1. Establishment of the Terrestrial Advisory Group**

1.1 The Parties hereby agree to the establishment of the TAG, pursuant to Term and Condition 132 of Amended Project Certificate 006 issued to Agnico Eagle by the Nunavut Impact Review Board for the Project.

**2. Purpose of the Terrestrial Advisory Group**

2.1 The purpose of the TAG is as set out at Section 1.1 of the Final TAG Terms of Reference.

**3. Terms of Reference**

3.1 The TAG will operate under the terms of reference (TOR) attached hereto as **Appendix A**. In accordance with the TOR, the TOR will be reviewed by the Parties at least once every two (2) years.

**4. Term**

4.1 This MOU is effective as of the date first written above and remains in effect for the duration of the the Project phases described in Term and Condition 44, 118 and 132 of Project Certificate No. 006, unless all the Parties mutually agree in writing to terminate the MOU.

**5. No Derogation**

5.1 Nothing in this MOU shall derogate from, abrogate, diminish, or otherwise limit right or interest of any Aboriginal peoples pursuant to Section 35 of the Constitution Act 1982 or the Nunavut Agreement.

**6. No Legal Obligations**

6.1 Nothing in this MOU creates legally binding obligations on the part of the First Nations and, for greater certainty, Agnico Eagle remains solely responsible for the development, monitoring and implementation of the TEMMP.

**7. Regulatory Requirements Prevail**



## **AGNICO EAGLE**

6.1 Nothing in this MOU affects or alters the requirements of Project Certificate No. 6 or any legislative or regulatory requirements applicable to the Project.

### **7. Discontinuing Participation**

7.1 Any Party to this MOU except Agnico Eagle may discontinue its participation in the TAG on 30 days written notice.

### **8. Relationship of the Parties**

8.1 Nothing in this MOU is intended to create a joint venture or partnership amongst any of the Parties and no Party shall be considered to be, or hold themselves out as, employees, agents or representatives of any of the other Parties. No Party has the right or authority to assume or create any obligation of any kind, expressed or implied, in the name, or on behalf, of any of the other Parties.

### **9. Amendments**

9.1 The TOR may only be amended upon the written consent of the parties to the TAG.

### **10. Notice**

10.1 All notices required by and subject to this MOU will be in writing and can be given by courier, hand-delivery, mail, facsimile or e-mail, and will be sent to the following contact information:

a. For Agnico Eagle Mines Limited:

Matt Gillman, Environmental Superintendent

[matt.gillman@agnicoeagle.com](mailto:matt.gillman@agnicoeagle.com)

b. For Northlands Denesuline First Nation:

Benjamin Denechezhe, Chief Negotiator

[bdenechezhe@nuhnene.ca](mailto:bdenechezhe@nuhnene.ca)

For Sayisi Dene First Nation:

Geoff Bussidor, Chief Negotiator

[cbussidor@nuhnene.ca](mailto:cbussidor@nuhnene.ca)

10.2 Any such notice, if sent by mail, will be deemed to be duly given and received on the fourteenth business day following the date of the mailing, except that no Saturday, Sunday or statutory holiday will be considered a business day. If sent by courier or hand-delivery, such notice will be deemed to have been received on the date of delivery. If sent by facsimile or email, such notice will be deemed to have been received on the date of transmission, unless it comes to the attention of



## AGNICO EAGLE

either Party that such notice was not received due to a technical problem, at which point the notice will be re-sent.

ALL OF WHICH IS AGREED TO as of the date first written above, as evidenced by the signatures of the duly authorized representatives of the Parties.

Northlands Denesuline First Nation

Name: Benjamin Denechezhe

Title: Chief Negotiator

Sayisi Dene First Nation

Name: Geoff Bussidor

Title: Chief Negotiator



A handwritten signature in black ink, appearing to read "Matt Gillman".

**Agnico Eagle Mines Ltd.**

Name: Matt Gillman

Title: Environment Superintendent

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# **APPENDIX A**

**Terrestrial Advisory Group – Final Terms of Reference**

**MELIADINE MINE TERRESTRIAL ADVISORY GROUP  
TERMS OF REFERENCE**

These Terms of Reference (**TOR**):

1. provide the framework under which the Terrestrial Advisory Group (**TAG**) and its member Parties (listed at section 4.1 below) will operate;
2. outline the purpose of the TAG; and
3. describe the main functions by which the TAG will fulfill its purpose.

These TOR are subject always to the terms and conditions of any project certificate (**Project Certificate**) issued by the Nunavut Impact Review Board (**NIRB**) for the Meliadine Mine (the **Project**).

**1. Purpose of the TAG**

- 1.1. The TAG is an advisory group that provides technical oversight on the Project's impact management, mitigation, and monitoring measures related to the protection of terrestrial wildlife and wildlife habitat based on Inuit Qaujimaningit (**IQn**), Inuit Qaujimajatuqangit (**IQ**), Traditional Knowledge (**TK**), Community Knowledge (**CK**), Indigenous Knowledge (**InK**) and knowledge from the western science (**Western Science**) perspective shared by the Parties.

It is a forum for the ongoing cooperation and communication among the Parties in the review and refinement of impact management, environmental effects monitoring, mitigation measures and fulfillment, by Agnico Eagle, of the Project Certificate Terms and Conditions, the List of Commitments, the Terrestrial Environment Management and Monitoring Plan (**TEMMP**) and any other Plan, relating to the interactions between the Project and terrestrial wildlife and wildlife habitat.

- 1.2. Another purpose of the TAG is the sharing of relevant information and experiences between Parties (including their consultants), as experts in their respective terrestrial-related fields and backgrounds, such as IQn, IQ, TK, CK, InK, and Western Science.

**2. Functions of the TAG**

- 2.1. Agnico Eagle will seek advice from the TAG with respect to monitoring programs and mitigation measures that will be developed by Agnico Eagle and its experts to collect data, monitor potential effects of the Project, and determine any adaptive management measures that may be required during the construction, operations, closure and reclamation of the Project.

Such monitoring programs will collect and use IQn, IQ, TK, CK, and InK and Western Science.

The TAG will collaborate to share and consider methods, results, and analysis from caribou and terrestrial environment studies and monitoring, IQn, IQ, TK, CK, and InK shared by knowledge holders, and other terrestrial environment monitoring data as it becomes available.

- 2.2. Upon request by a Party, the TAG may provide advice related to caribou and terrestrial wildlife.
- 2.3. In fulfilling its role in accordance with these TOR, the TAG may:
  - 2.3.1. make recommendations and provide advice to Agnico Eagle on any aspects of the TEMMP for the adoption of monitoring programs and mitigation measures in order to comply with applicable regulatory requirements and to help to mitigate adverse Project effects;
  - 2.3.2. establish collaborative arrangements between Kivalliq Inuit, Ghotelnene K'odtineh Dene and other TAG members, to protect the environment, as well as the traditional relationships of the Inuit and Ghotelnene K'odtineh Dene with the terrestrial environment, with some of the objectives of these arrangements being to:
    - a) develop sufficient data and knowledge from which the Project can be effectively monitored and managed;
    - b) incorporate an ecosystem-based approach (meaning an approach that takes into account interaction of land, water and human activities), for monitoring and management of Project-related environmental effects;
    - c) support the meaningful participation of members of the TAG, local Inuit and Dene in all aspects of environmental monitoring programs in all phases of the Project and development of mitigation measures; and
    - d) integrate IQn, IQ, TK, CK, and InK in design and implementation of environmental monitoring programs and mitigation measures;
  - 2.3.3. collaborate on research programs, activities, or initiatives relating to the terrestrial environment;
  - 2.3.4. periodically review the TEMMP to determine whether to recommend changes in relation to the terrestrial environment and if required, request Agnico Eagle to update the TEMMP in relation to the terrestrial environment;
  - 2.3.5. review the implementation of the TEMMP in relation to the terrestrial environment;
  - 2.3.6. review monitoring reports and results provided to the TAG by Agnico Eagle;
  - 2.3.7. review the assessment of potential impacts of the Project on terrestrial wildlife;



- 2.3.8. review the effectiveness of mitigation measures implemented by Agnico Eagle;
- 2.3.9. review action plans for the development and implementation by Agnico Eagle of mitigation measures;
- 2.3.10. review reports related to the regional and cumulative impacts of the Project or similar projects;
- 2.3.11. review research and reports on the potential impacts of the developments similar to the Project on terrestrial wildlife; and
- 2.3.12. review monitoring reports and other accounts provided by local residents or any Party.

### 3. TAG Recommendations and Advice

- 3.1. Consistent with the methods used in preparing the Project's environmental impact statement, professional judgement or experienced opinion must be based on supporting evidence where available (including any relevant IQn, IQ, TK, CK, InK and Western Science, monitoring data, and/or relevant scientific literature). Supporting evidence, where available, shall be specifically referenced as support for any position taken by a Party based on professional judgment and/or experienced opinion. Where supporting evidence is not available, an explanation of the basis for the experienced opinion or professional judgement will be provided to the TAG.
- 3.2. Agnico Eagle will implement all recommendations made by unanimous consensus among all Parties of the TAG (**TAG Recommendation**). Any TAG Recommendations will be in plain language and clearly stated in writing in the final TAG minutes (the **Final TAG Minutes**).
- 3.3. Agnico Eagle will consider implementation of any advice made by a majority of all Parties of the TAG (**TAG Advice**). Any TAG Advice will be in plain language and clearly stated in writing in the Final TAG Minutes. If Agnico Eagle does not wish to implement TAG Advice, Agnico Eagle must provide a written and verbal response and rationale for its position to the TAG for consideration.
- 3.4. All TAG Recommendations and TAG Advice will include a summary of evidence and/or rationale (including reference to relevant Project Certificate terms and conditions) on which they are based.
- 3.5. All Parties can, if desired, seek advice and direction from NIRB on any topic and any Party may separately provide their advice and recommendations to NIRB on a matter where a unanimous consensus has not been reached at the TAG. At least seven (7) business days notice will be



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provided to the TAG prior to submission of the request to NIRB for advice and direction under this Section 3.5.

- 3.6. Agnico Eagle will include a summary of all TAG Recommendations and TAG Advice in the Annual Report, along with Agnico Eagle's written response and/or a summary of actions undertaken.

#### 4. TAG Membership

- 4.1. TAG membership is determined by an organization's mandate which allows it to contribute to TAG's purpose. The following Parties (should they wish to participate) may appoint one (1) Party representative plus one (1) alternate Party representative to participate on the TAG:

- *Kivalliq Inuit Association;*
- *Agnico Eagle;*
- *Nunavut Tunngavik Incorporated;*
- *Kivalliq Wildlife Board;*
- *Government of Nunavut (Department of Environment);*
- *Kangiqliniq Hunters and Trappers Organization;*
- *Baker Lake Hunters and Trappers Organization;*
- *Sayisi Dene First Nation;*
- *Northland Denesuline First Nation;*
- *Arviat Hunters and Trappers Organization;*
- *Issatik Hunters and Trappers Organization; and*
- *Aqigiq Hunters and Trappers Organization.*

The TAG will operate under the TOR. The TOR will be reviewed by the Parties at least once every two years following their establishment and will be reviewed from time to time should a new Party confirm they wish to participate in the TAG.

Parties shall confirm participation in the TAG in writing, through a memorandum of understanding or other written means such as a letter or email which will be filed with NIRB and circulated to all of the organizations listed in this Section 4.1. Should any Party listed in this Section 4.1 wish to discontinue its participation in the TAG, they may do so on 30 days written notice which will be provided to NIRB and all Parties listed in this Section 4.1. For clarity, reference to a "Party" or "Parties" in all other sections of these TOR refers to parties that have confirmed participation in the TAG in writing and have not confirmed that they wish to discontinue participation.

- 4.2. Each Party may send terrestrial wildlife experts, advisors, staff, and observers, to any meeting of the TAG. However, it is noted that the intent is that each meeting focus on technical and practical



discussions about interactions between the Project and wildlife and mitigations, and not on legal and/or procedural matters.

- 4.3. In the initial year of the term of the TAG, a Party representative appointed by Agnico Eagle will act as the chair of the TAG and thereafter, on an annual basis, the Parties of the TAG will choose a chair by a majority vote.
- 4.4. When the chair is absent for any reason, an alternative representative of the Party to which the chair belongs will act as chair.
- 4.5. Quorum shall be a minimum of five Parties attending a TAG meeting virtually and/or in person, unless otherwise agreed to by the Parties.

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## 5. Meetings of the TAG

- 5.1. The TAG will meet by conference call to determine and establish the objectives and priorities for that year, unless otherwise agreed to by the Parties.
- 5.2. The TAG will meet at least once a year and more frequently based on need and consensus of the Party representatives.
- 5.3. Meeting locations and dates will be determined by the TAG on an annual basis and will be held in person. Parties other than Agnico Eagle may decide to participate by teleconference or videoconference to give Parties flexibility in participating in the meetings (if no other parties are attending in person, Agnico Eagle may also participate by teleconference or videoconference). A meeting may be held entirely by teleconference or videoconference if all Parties intending to attend a meeting agree, or if required as a result of public health restrictions.
- 5.4. The operations of the TAG, including correspondence, documentation, and meetings, will be conducted in English. On a case-by-case basis as necessary, meetings may require simultaneous translation and/or interpretation.
- 5.5. Studies, results and reports presented as part of a TAG meeting should be summarized in plain language and circulated to the Parties at least seven (7) business days in advance of the meeting. Plain language summaries will be translated in Inuktitut and circulated to the TAG as soon as they are available.
- 5.6. From time to time as determined by the TAG, the TAG may attend at site to observe operations during migration and/or other periods.

## 6. Minutes of TAG Meetings

- 6.1. Agnico Eagle will provide a summary of activities and outcomes via Final TAG Meeting Minutes, which will be submitted to NIRB via the Annual Report.
- 6.2. The Parties agree to work together to finalize TAG minutes following each TAG Meeting. Agnico Eagle will circulate draft TAG minutes to each Party that attended the TAG meeting within seven business (7) days after each TAG meeting. Parties will provide any comments on the draft TAG minutes within fourteen business (14) days of reception of the draft TAG minutes. Agnico Eagle will circulate the Final TAG Minutes by email to all Parties within fourteen business (14) days after the close of the period for comments from the Parties. Should there be a disagreement on the draft TAG Minutes, that cannot be resolved, the disagreement shall be noted in the Final TAG Minutes.



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## 7. Materials to Support the TAG

- 7.1. Agnico Eagle, or other parties having materials to support the TAG, will make best efforts to provide the TAG with:
  - 7.1.1. copies of the TEMMP and associated documentation;
  - 7.1.2. copies of operational management plans associated with the Project Certificate and Type A Water License;
  - 7.1.3. copies of monitoring reports produced by Agnico Eagle relating to the TEMMP in relation to the terrestrial environment;
  - 7.1.4. copies of other reports relating to interactions between the Project and terrestrial wildlife;
  - 7.1.5. any other documentation, information or data reasonably required by the TAG relating to the interaction between the Project and terrestrial wildlife; and
  - 7.1.6. plain language summary of the material to support the TAG.
- 7.2. A summary of the work and activities of the TAG will be prepared by the member or representative of Agnico Eagle and will be included in its Annual Report provided to NIRB on the Project (**TAG Annual Report Summary**). It is acknowledged by all Parties that the Annual Report is time sensitive. If feasible, the TAG Annual Report Summary will be circulated by Agnico Eagle for comment to Parties by February 1 of each year, and TAG members will provide comments to Agnico Eagle by February 15.

## 8. Cost

- 8.1. Except as may be provided by any other agreement, each Party will be responsible for its own costs, including travel and member remuneration costs, relating to participation in the TAG. Agnico Eagle will be responsible for the costs related to the conduct of meetings such as venue costs, simultaneous translation/interpretation services, preparation of materials as required, and providing meeting notices. For greater clarity, in the event of any conflict between this provision and any agreement made under Section 8.4, 8.5 and or 8.6 below, the agreement shall prevail.
- 8.2. Government and regulatory agencies will continue to be responsible for the costs of research and regional resource management studies in accordance with legislative mandates.
- 8.3. Agnico Eagle may continue to provide in-kind and financial support for research or studies, on a case-by-case basis, and any such in-kind or financial support will be set out in an agreement directly related to the proposed research or study.



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## Terms of Reference - Meliadine Mine TAG

- 8.4. Agnico Eagle will provide financial support to the KIA to the extent they require support in order to participate in the TAG, as required by the Inuit Impact Benefit Agreement between Agnico Eagle and KIA with respect to the Project.
- 8.5. Agnico Eagle will and the Government of Nunavut will consider providing financial support to the Hunters and Trappers Organizations listed at Section 4.1 to the extent it requires support in order to participate in the TAG. A separate funding agreement will be developed and signed by the parties.
- 8.6. Agnico Eagle and the Government of Canada will provide financial support to Sayisi Dene First Nation and Northlands Denesuline First Nation to the extent they require support in order to participate in the TAG. A separate funding agreement will be developed and signed by the parties.

### **9. Community Participation**

- 9.1. Agnico Eagle will work with the Kivalliq Inuit Association, Nunavut Tunngavik Inc., the Kangiqliniq Hunters and Trappers Organization and any other Hunters and Trappers Organizations listed in Section 4.1 that wish to be involved to make reasonable efforts to coordinate the work of the TAG with programs for Nunavut community participation and collection of IQn, IQ, TK, CK, and/or InK.
- 9.2. Agnico Eagle will work with the Kivalliq Inuit Association, Nunavut Tunngavik Inc. and Kangiqliniq Hunters and Trappers Organization and any other Hunters and Trappers Organizations listed in Section 4.1 that wish to be involved to ensure that Nunavut communities affected by the Project receive reports prepared by Agnico Eagle on the TEMMP in a timely manner and are communicated in ways meaningful and clear to Inuit.
- 9.3. Agnico Eagle will work with Sayisi Dene First Nation and Northlands Denesuline First Nation to ensure that their communities receive reports prepared by Agnico Eagle on the TEMMP in a timely manner and are communicated in ways meaningful and clear to Dene.

### **10. Communication**

- 10.1. Agnico Eagle will provide timely information to the TAG to ensure that there is engagement with the TAG at the earliest opportunity when actions are considered with respect to monitoring programs and mitigation measures that will be developed or amended. At least seven (7) business days notice will be provided to the TAG prior to submission of any substantive revision of the TEMMP to the NIRB.
- 10.2. The Parties agree that communication at TAG meetings should be candid, open and collaborative. It is acknowledged that TAG meetings may include sharing and discussion of sensitive unpublished IQn, IQ, TK, CK, InK and/or Western Science evidence and other confidential information.
- 10.3. Discussions at the TAG or documentation discussed and/or exchanged through the TAG shall not be discussed with external media before the Final TAG Minutes are circulated.



**GHOTEL NENE  
K'ODTINEH DENE**

*Nuh Nene is our home.*  
www.nuhnene.ca

**Northlands Land Claims**

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**Sayisi Dene Land Claims Secretariat**

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May 27, 2026

***By Email***

Terrestrial Advisory Group Parties & Observers

Dear Parties and Observers,

**RE: SCHEDULING THE NEXT TERRESTRIAL ADVISORY GROUP MEETING**

This letter is to follow-up from the meeting of the Terrestrial Advisory Group (“TAG”) meeting held on April 28, 2026. Northlands Denesuline First Nation and Sayisi Dene First Nation are requesting a conference call or videoconference be held in the coming weeks to determine the priorities for the TAG in 2026, including scheduling a TAG meeting shortly after the caribou migration season.

On March 11 and 12, 2025, the TAG met to discuss matters related to terrestrial wildlife and wildlife habitat in relation to the Meliadine Mine. The TAG meeting scheduled for November 4 and 5, 2025 had one day set aside to discuss terrestrial wildlife and habitat matters, however, this meeting had to be postponed. The TAG meeting held on April 28, 2026 focused almost exclusively on the TAG Terms of Reference. At the April 2026 meeting, Northlands Denesuline First Nation and Sayisi Dene First Nation requested that a meeting of the TAG be scheduled after the migration season, as it has been over a year since the TAG had met to discuss matters that are key to the purpose and functions of the TAG and T&C 132. We are writing this letter to reiterate our request for a TAG meeting to be scheduled after the migration season. As part of this meeting, Northlands Denesuline First Nation and Sayisi Dene First Nation would like to discuss some recent analysis of caribou migration in relation to the Meliadine Mine.

Pursuant Section 5.1 of the Terms of Reference, we recommend that a conference call or videoconference meeting be held in the coming weeks to establish the priorities of the TAG for the year, as well as to identify dates for the next TAG meeting in late-Summer or early-Fall 2026.

Masi Cho,

-WJ vpc

Geoff Bussidor  
Chief Negotiator  
Sayisi Dene First Nation

Benjamin Denechezhe  
Chief Negotiator  
Northlands Denesuline First Nation

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