

**Cumberland Resources  
Meadowbank Gold Project**

**Review of Final Environmental Impact Statement**

**March 27<sup>th</sup> – 31<sup>st</sup>, 2006**

**Submitted to:**

**Nunavut Impact Review Board  
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## **Executive Summary**

The Hamlet of Baker Lake welcomes the economic opportunities that the Meadowbank Mine can bring, including the promised training, employment, business and infrastructure. For these reasons the Hamlet supports approval of the proposed mine. The Hamlet also recognizes that this development brings environmental and socio-economic risks and will strain the human resource and infrastructure capacity of the community.

Hamlet objectives for the Meadowbank Mine are to maximize the employment, business and infrastructure benefits, while ensuring that measures are in place to minimize and mitigate the potential negative impacts.

In its April 15, 2005 submission on the Draft Environmental Impact Statement, the Hamlet made recommendations in the areas of training and employment, business development, social programs and infrastructure. Many of these issues have been addressed, at least in part, in the Final Environmental Impact Statement (FEIS) and management plans and in the Inuit Impact and Benefit Agreement (IIBA).

Cumberland states that the IIBA will be the primary vehicle for project impact mitigation and benefit enhancement. The Hamlet of Baker Lake fully recognizes the obligation and need for an IIBA and fully supports the commitments in the AIP. However, the Hamlet does not believe that the IIBA is sufficient as a vehicle to fully address all socioeconomic and infrastructure impacts on Baker Lake. The Hamlet has expressed its frustration to the KIA, Cumberland and NIRB that it has been 'left out' of discussions leading to the IIBA, while there has been no formal process to deal with areas of Hamlet responsibility.

The Hamlet believes that Cumberland must address its commitments under the FEIS and Hamlet socioeconomic and infrastructure concerns, either directly or in collaboration with KIA and other agencies.

Both KIA and the Hamlet have expressed interest in gaining right of first refusal on surplus mine assets. In the FEIS and IIBA, Cumberland appears to be making commitments to both.

The Hamlet believes that right of first refusal on any infrastructure should go to the party holding tenure on the lands where the infrastructure is located. This would be the Hamlet for facilities and roads within Hamlet boundaries.

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## **Introduction**

The Hamlet of Baker Lake is responsible for management of Hamlet lands and provision of municipal infrastructure and services. The Hamlet also administers drug and alcohol, economic development and recreation programs under arrangements with the Government of Nunavut.

Baker Lake will be the community most impacted by the Meadowbank Mine. We welcome the economic opportunities that the mine can bring, including the promised training, employment, business and infrastructure. We strongly support the proposed mine.

We also recognize that this development brings environmental and socio-economic risks and will strain the human resource and infrastructure capacity of the community.

Our objectives for the Meadowbank Mine are to maximize the employment, business and infrastructure benefits, while ensuring that measures are in place to minimize and mitigate the potential negative impacts.

In our April 15, 2005 submission to the Draft EIS, we outlined recommendations in each of these areas:

- **Training and Employment** – hiring preferences and targets, on-the job training, mentoring, career development and personal financial management, stay in school and awareness programs for youth.
- **Business** – Contracting preference, financial and expert assistance
- **Social** – Youth programs, drug and alcohol programs.
- **Infrastructure** –all weather road and airport expansion, expansion of community infrastructure (community hall, recreation facilities, youth centre, day care, sewage and water facilities, housing), ownership of surplus assets.

Many of the employment, business and social issues have been addressed, at least in part, in the Final EIS and management plans and in the Inuit Impact and Benefit Agreement (IIBA).

Our submission to the Final hearings will focus on two issues.

## **Issues**

### **1. Collaboration in Community Impacts and Benefits**

#### ***Issue***

In the Socioeconomic & Archaeology Management Plan – page 2-1, Cumberland states that:

*The primary vehicle for project impact mitigation and benefit enhancement will be the final Inuit Impact and Benefit Agreement (IIBA)”.*

This reference is repeated throughout the documents, including the Final EIS Executive Summary – page xxix and Section 4.24.3.7 Socioeconomic Management Plan – page 147.

The Socioeconomic & Archaeology Management Plan (Section 3.3 – Collaborative Socioeconomic Monitoring – page 3-3) states that:

*Cumberland undertakes to work with the governments of the Hamlet of Baker Lake, of Nunavut and of Canada to put in place a monitoring mechanism to ensure that undertakings in this document, whether included under the IIBA or otherwise, are fulfilled and to monitor community wellness in relation to the project.*

and further that:

*Cumberland would expect to begin work with representative of the governments of the Hamlet of Baker Lake, Nunavut and Canada in order to develop the detail of socioeconomic monitoring over the period to February 2006.”*

At issue is whether the IIBA can be relied upon as the sole vehicle to address community socioeconomic and infrastructure impacts and how monitoring will be coordinated.

### ***Proponent's Conclusions***

According to the FEIS and supporting documents, the stated objectives of the IIBA include mitigating impacts and enhancing benefits, creating opportunities for the people of Baker Lake, establishing Cumberland's role as an active member of the community and maintaining good relations with communities and their governments. The stated principles include consultation, participation, partnerships with communities to maximize net benefit, accountability and transparency.

As noted above, Cumberland has also committed, through the FEIS to joint socioeconomic monitoring with the Hamlet and the territorial and federal governments.

The Summary of the IIBA Agreement in Principle, made public in February of 2006, outlines a range of commitments:

- Cumberland and KIA Implementation Coordinators and Committee.
- Cumberland/KIA to prepare a Kivalliq Inuit Labour Force development Plan.
- Inuit training and education opportunities
- Inuit employment preference, targets and supports
- Inuit contracting opportunities and preference
- Inuit Access to facilities
- Inuit participation in research
- KIA options to acquire surplus project assets
- Wildlife management and monitoring
- Baker Lake Inuit wellness monitoring, reporting, implementation plan and strategy
- Funding for Inuit training, education, wellness and other programs
- Funding for Inuit business development and assistance
- Dispute resolution

### ***Hamlet of Baker Lake Conclusions***

The Hamlet of Baker Lake fully recognizes the obligation and need for an IIBA and fully supports the commitments in the AIP. It is understandable that Cumberland has focused on this obligation. However, the Hamlet does not believe that the IIBA is sufficient as a vehicle to fully address all socioeconomic and infrastructure impacts on Baker Lake.

The IIBA does address community socioeconomic and infrastructure issues in several areas that are at least partly within the Hamlet mandate, while it does not address others that are within the Hamlet mandate.

The Hamlet has expressed its frustration to the KIA, Cumberland and NIRB that it has been 'left out' of discussions leading to the IIBA, particularly in those areas of Hamlet responsibility. For example:

- Much of Cumberland's proposed infrastructure (laydown area, fuel storage access roads) will be within municipal boundaries. The Hamlet has a responsibility and interest in the location, construction, operation and eventual decommissioning of this infrastructure.
- The Hamlet has responsibility for delivery of programs, under arrangements with the Government of Nunavut. These include drug and alcohol program, local economic development and community recreation programs.
- Cumberland's activities will have an impact on municipal infrastructure and services, such as roads, water, sewer and waste management.
- There appears to be an inconsistency in Cumberland's position of relying on the IIBA as *"the primary vehicle for project impact mitigation and benefit enhancement,"* while undertaking *"to work with the Hamlet of Baker Lake to put in place a monitoring mechanism to ensure that undertakings in this document, whether included under the IIBA or otherwise, are fulfilled and to monitor community wellness in relation to the project"*.

In this project, the KIA has a responsibility to represent all Inuit beneficiaries in the Kivalliq Region, particularly those in Baker Lake. The Hamlet represents all residents of Baker Lake, of who over 90% are Inuit beneficiaries, resulting in considerable overlap, but also some gaps.

The Hamlet of Baker Lake sees two options for filling the gaps left by the IIBA on socioeconomic and infrastructure issues. Either Cumberland must deal directly with the Hamlet or in collaboration with the KIA.

The IIBA represents a formal agreement between the KIA and Cumberland and the Hamlet does not expect to be a 'party' to this agreement. However, KIA and Cumberland could agree to Hamlet participation (whether formally or informally) in IIBA discussions in areas of overlap to ensure that the interest and responsibilities of the Hamlet are considered.

The KIA, Cumberland and the Hamlet could also agree to joint socioeconomic monitoring, possibly through expanding the proposed IIBA Implementation Committee. This option would meet Cumberland's obligations under the IIBA and the FEIS and represents the most efficient and collaborative approach to community impacts and benefits monitoring. It is also in the interests of residents of Baker Lake and is consistent with the stated principles of consultation, participation, partnerships, accountability and transparency.

Alternatively, Cumberland and the Hamlet of Baker Lake and the territorial and federal governments must have a separate process to address the promised collaborative socioeconomic monitoring.

### ***Recommendation 1***

That Cumberland address Hamlet socioeconomic and infrastructure concerns and its commitments under the EIS, either directly with the Hamlet or in collaboration with KIA.

## **2. Project Infrastructure**

### **Issue**

In the Socioeconomic & Archaeology Management Plan – page 2-9, Cumberland states that:

*It is presently Cumberland's intent ..... to remove all physical infrastructure and reclaim lands affected by the project. However...other proponents (i.e., KIA, Hamlet, or Government) may identify economic and/or social uses for the buildings and/or other infrastructure. Consultations suggest that Baker Lake regards the construction of the all-weather access road particularly as an important project benefit for reasons of eased access to traditional use area, safety of that access and potential contribution to the further development of tourism. Cumberland cannot be held responsible for the operation, maintenance, or liabilities implied of any physical infrastructure left in place past the closure phase of the project. In the sixth year of the project operations phase, however, Cumberland will initiate discussions with the Hamlet of Baker Lake, the KIA, the Government of Nunavut, and the Government of Canada on an agreement on terms to leave behind any infrastructure that is deemed of value.*

In the Reclamation and Closure Plan – page 4-18, Cumberland states that:

*It may prove desirable to leave some or all of the storage structures at the Baker Lake storage and marshalling facility in place for sustainable use by the local community. Any structures, materials, and equipment not required for future use by the community will be dismantled and demobilized from the site.*

The Summary of the IIBA Agreement in Principle – page 7, states that:

*Subject to any rights granted before signing the IIBA, if Cumberland no longer needs any assets located off I.O.L., KIA will have the right to acquire such assets at fair market value and upon such other terms and conditions as they agree.*

### **Proponent's Conclusions**

Cumberland's starting point is that it commits to remove and dispose of any infrastructure on decommissioning. Cumberland is open to allowing others to 'salvage' or reuse any surplus infrastructure, as long as Cumberland has no residual liability.

### **Hamlet of Baker Lake Conclusions**

The Hamlet believes there is inconsistency between the Final EIS and the IIBA. Both KIA and the Hamlet have expressed interest in gaining right of first refusal on surplus assets. Cumberland appears to be granting right of first refusal to KIA, the Hamlet and government.

The mine itself is on Inuit lands, including some grandfathered crown leases. Community based infrastructure (laydown area, fuel storage) is within the Hamlet boundaries. The all weather access road between Baker Lake and the mine crosses Hamlet land, Commissioner's land, federal crown land and Inuit (KIA) lands.

The Hamlet believes that right of first refusal on any infrastructure should go to the party holding tenure on the lands where the infrastructure is located. This would be the Hamlet for facilities and roads within Hamlet boundaries.

### ***Recommendation 2***

That for disposal of surplus assets during operations or on decommissioning, Cumberland provide right of first refusal to the party holding tenure on the land and then to other interested parties, subject to terms and conditions that are satisfactory to all parties with an interest.

### **Summary Recommendations**

1. That Cumberland address Hamlet socioeconomic and infrastructure concerns and its commitments under the EIS, either directly with the Hamlet or in collaboration with KIA.
2. That for disposal of surplus assets during operations or on decommissioning, Cumberland provide right of first refusal to the party holding tenure on the land and then to other interested parties, subject to terms and conditions that are satisfactory to all parties with an interest.