

NUNAVUT WATER BOARD

AGNICO EAGLE MINES LTD. (AEM)

MELIADINE GOLD PROJECT

APPLICATION FOR A

TYPE "A" WATER LICENCE (WL) 2AM-MEL---

PUBLIC HEARING

VOLUME 2

Rankin Inlet, Nunavut

February 11, 2016

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1 Proceedings taken at Rankin Inlet, Nunavut

2

3 February 11, 2016

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5 NUNAVUT WATER BOARD

6 L. Toomasie Chair of Hearing

7 M. Nartok Panel Member

8 C. Adjun Panel Member

9

10 NUNAVUT WATER BOARD STAFF

11 C. Kieu Legal Counsel

12 S. Autut Executive Director

13 D. Hohnstein Director of Technical Services

14 K. Kharatyan Senior Technical Advisor/

15 Acting Manager of Licencing

16 B. Kogvik Board Secretary

17 R. Ikkutisluk Licencing Administrator

18

19 APPLICANT AGNICO EAGLE MINES LIMITED

20 C. Kowbel Legal Counsel

21 S. Robert Manager of Regulatory Affairs

22

23 INTERVENORS

24

25

26

1 KIVALLIQ INUIT ASSOCIATION

2 K. Gilson Legal Counsel

3 L. Manzo Director of Lands

4

5 ENVIRONMENT AND CLIMATE CHANGE CANADA

6 M. Pinto Environmental Assessment

7 Coordinator

8 A. Wilson Water Quality Experts Support

9 L. Wilson Environmental Effects

10 Monitoring

11

12 INDIGENOUS AND NORTHERN AFFAIRS CANADA

13 K. Costello Director Resource Management

14 I. Parsons Regional Coordinator, Water
15 Resources

16 T. Carroll Legal Counsel

17

18 HAMLET OF RANKIN INLET

19 J. Kaludjak Hamlet Foreman

20 J. Merritt Representative

21

22 BAKER LAKE

23 J. Seeteenak HTO Representative

24 E. Elytook Elder Representative

25

26

1 CHESTERFIELD INLET

2 H. Aggark Representative

3 T. Amauyak HTO Representative

4 R. Aggark Youth Representative

5 P. Kadjuk Elder Representative

6

7 INTERPRETERS/TRANSLATORS

8 B. Kogvik Inuktitut Translator

9 M.R. Angoshadluk Inuktitut Translator

10

11 J. Macdonald, CSR(A) Official Court Reporter

12

13 R. Dempster Sound Technician

14

15

16

17

18

19

20

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1 (PROCEEDINGS COMMENCED AT 10:41 AM)

2 Opening Remarks by Nunavut Water Board Chairman

3 THE CHAIR: Good morning. Good morning.

4 Welcome back to the Public Hearing, Application Number
5 2A-MEL Agnico Eagle application. We're going to
6 continue on.

7 Just before we begin, I would like to ask Eva from
8 Baker Lake to do the opening prayer.

9 (OPENING PRAYER)

10 THE CHAIR: Thank you, Eva.

11 We're going to continue on. We have KIA,
12 Kivalliq, and the Intervenors are here. We're going to
13 start with KIA.

14 Cindy, do we need them sworn in? No, okay.

15 Sorry. You may go ahead, KIA.

16 Submissions by Kivalliq Inuit Association

17 MS. GILSON: Thank you, Mr. Chair. Good
18 morning. Kimberly Gilson on behalf of the Kivalliq
19 Inuit Association. With the Board's permission, I'd
20 like to speak to two issues this morning that we
21 mentioned yesterday and said we would come back to you
22 concerning the water compensation agreement for the
23 project as well as the proposed security management
24 agreement.

25 I'll speak first, if I could, to the water
26 compensation agreement.

1 As we know, a water compensation agreement is
2 required to be entered into between the Applicant and
3 the Inuit Association. Agnico Eagle Mines and Kivalliq
4 Inuit Association have reached a consensus on the terms
5 of a water compensation agreement. We had hoped to be
6 able to come to you this morning with confirmation that
7 it had been signed. Unfortunately, we were advised
8 this morning that the agreement has --

9 THE CHAIR: Can you stop for a moment?
10 There's a -- translation's not available, I guess. The
11 Elders, they don't have a -- some of the Elders don't
12 have headsets.

13 (ADJOURNMENT)

14 THE CHAIR: Can we start again? Continue.
15 The translation equipment's all set up now. Go ahead.

16 MS. GILSON: Thank you, Mr. Chair.
17 Kimberly Gilson, Kivalliq Inuit Association.

18 We had committed to the Board that we would
19 address, this morning, the water compensation agreement
20 that is to be entered into between the Applicant and
21 Kivalliq Inuit Association. We were advised this
22 morning that the water compensation agreement has not
23 been translated and needs to go to translation and
24 submitted to the KIA Executive Committee for formal
25 approval.

26 We can tell the Board that we have a consensus on

1 the terms of the water compensation agreement, and we
2 apologize to the Board. We do understand the
3 significance of not being in a position to present to
4 you confirmation of signature, but, unfortunately, this
5 is something, as I say, that we were just advised this
6 morning needs to occur before we can give you formal
7 confirmation that the compensation agreement has been
8 signed.

9 We are hopeful that that can be done very quickly.
10 We are concerned about the weather and the travel. The
11 Executive is not in the community, and for that reason,
12 we're going to suggest that Friday, February 19th would
13 be the date by which we could submit to you the
14 confirmation which we are expecting that the
15 compensation agreement with Agnico Eagle has been
16 signed.

17 We leave it to the Board to decide whether you
18 would need to leave the record open for that purpose or
19 whether you could close the record and accept that
20 written confirmation following the closure of the
21 record. We do understand that the water compensation
22 agreement is an agreement between the two parties,
23 which would not normally be disclosed to the public in
24 any event, and, so, we -- we just point that out for
25 the Board's thought in considering whether or not the
26 record needs to be kept open.

1 Unless there are questions on the water
2 compensation agreement, I will speak to the security
3 management agreement, with your permission.

4 Okay. Thank you.

5 As the Board heard yesterday, the three parties --
6 being INAC, the federal government; Agnico Eagle Mines;
7 and the Kivalliq Inuit Association -- have reached
8 consensus on the terms of a security management
9 agreement. This has been a long time in the making.
10 It's been outstanding for many years, and we know it's
11 something that the Board has encouraged the parties to
12 investigate and hopefully achieve, and we believe that
13 we have done so.

14 We are in the, again, unfortunate position of
15 having to tell the Board that although we have a
16 consensus amongst the parties on the terms of the
17 security management agreement, we are not in a position
18 to present an executed or signed agreement. It also is
19 going to translation and formal approval through all
20 parties, so we are suggesting that that agreement may
21 also be available for the Board by Friday the 19th of
22 February.

23 It is not our view that that is something that
24 would require the Board to consider keeping the record
25 open, but, of course, we leave that to the Board's
26 discretion as to what would be appropriate.

1 If I could, I would like to speak to a couple of
2 the points in the security management agreement because
3 they will be critical to the Board's decision, we
4 submit, in terms of what might be appropriate should
5 the Board determine to issue a licence, and, so, I'm
6 going to very briefly summarize -- not the whole
7 agreement, but the basic principles upon which the
8 agreement is based, and, again, these -- these are
9 agreements in principle that the parties are prepared
10 to recommend to their principals.

11 Many of them are points that the Board would, in
12 the normal course, include in their considerations and
13 as licence conditions, but, if I could, the licence, we
14 would suggest, and the security management is premised
15 on there being a reclamation plan that includes a
16 reclamation cost estimate of the measures needed to
17 prevent, counteract, mitigate, and remedy adverse
18 effects on persons, property, and the environment; that
19 the Applicant furnish and maintain security of a
20 specified amount, form, and nature, and subject to
21 specified conditions sufficient to provide for the
22 reclamation cost estimate with respect to land and
23 water.

24 And as this Board heard yesterday, the parties
25 have reached an agreement on a security amount that's
26 estimated, approximately 49 and-a-half million.

1 Further conditions would be that the security be
2 furnished and maintained, half of it with the Minister,
3 and half of it with the Kivalliq Inuit Association.

4 We would ask that the Board take into account the
5 fact of this agreement, that under Subsection 76.1(3)
6 of the Act, when it determines the security, that it
7 may require to be furnished and maintained with the
8 Minister, should the licence be issued; that the
9 Applicant will not perform work in respect of which
10 security has not been maintained; that the Applicant be
11 required to provide evidence to the Water Board and to
12 the Minister within 10 days after it provides security
13 to the Kivalliq Inuit Association showing the amount,
14 form, nature, and conditions of the security, and that
15 it has been received by the Kivalliq Inuit Association;
16 that the Proponent or the Applicant provide evidence to
17 the Water Board and to the Kivalliq Inuit Association
18 within 10 days after furnishing security to the
19 Minister showing the amount, form, nature, and
20 conditions of the security, and that it has been
21 received by the Minister; and, finally, that there be a
22 periodic review of the security which would take into
23 account material changes to the project or the risk of
24 environmental damage and the adjustment of the amount
25 of security as a result.

26 And with respect to the adjustment, the parties

1 have reached an understanding that the periodic review
2 of the security be -- occur -- would occur as often as,
3 first of all, one year following commencement of
4 commercial production of the Meliadine project, and
5 there is a definition of "commercial production", which
6 means that it will be deemed to have commenced when the
7 Applicant declares the date that operating levels at
8 the Meliadine project, as intended by Agnico Eagle
9 Mines' management at the project, have been reached,
10 including operational commissioning of major mine and
11 plant components and the achievement of operating
12 results consistently for 30 days, continuous days of
13 production.

14 Secondly, it may be reviewed at the time of
15 approval by this Board of the final closure plan for
16 the project; and, finally, that it be reviewed at the
17 time this Board approves any amendment to the Type "A"
18 Water Licence.

19 I thank you for your indulgence in having me go
20 through those points, but in the absence of an
21 agreement sitting before you for your consideration, we
22 thought it would be important that you had an
23 understanding of the basic terms of the agreement.

24 It is our intention to provide the Board with a
25 signed copy once -- once it has been signed, and absent
26 any questions or need to, you know, provide any further

1 information on the security management agreement
2 itself, I think those are all the comments that I would
3 make.

4 Thank you, Mr. Chair.

5 THE CHAIR: Thank you.

6 I think we should take a short break. We'll get
7 back to you after we take a short break. Thank you.

8 (ADJOURNMENT)

9 THE CHAIR: Thank you. Okay. Back to the
10 table.

11 Okay. We have heard from KIA with respect to the
12 issues of water compensation agreement and security. I
13 would like to hear from INAC, then application -- then
14 Applicant, sorry. I would also open the floor to hear
15 from any other parties on the two issues, water
16 compensation and security, and, specifically, I want to
17 hear from parties on the issue of whether the Applicant
18 have entered into an agreement with the Kivalliq Inuit
19 Association to pay compensation for any loss or damage
20 that may be caused as a result of the proposed Water
21 Licence Application.

22 Once I have heard from the parties, I will call a
23 recess so the Board can consider the parties'
24 submissions. Thank you.

25 So, INAC, can you take over the floor?

26 Submissions by Indigenous and Northern Affairs Canada

1 MS. COSTELLO: Thank you, Mr. Chair.

2 Further to your question regarding the water
3 compensation agreement, Indigenous and Northern Affairs
4 Canada is not a party to that agreement, so we will
5 leave it to the Kivalliq Inuit Association and Agnico
6 Eagle to speak to that. We know it's something that
7 the Board looks for information on as part of the
8 water-licencing process, so we'll limit our comment
9 accordingly.

10 I was wondering if I could get confirmation from
11 you, sir, if you would like us to speak to the
12 reclamation security at this time, or if you would like
13 to go to the Applicant for further comments on the
14 water compensation agreement so that we can close off
15 that file?

16 THE CHAIR: Thank you, INAC.

17 Okay. Do we need to -- sorry. Just hold on.

18 Thank you. I have our legal counsel to give us a
19 hand on this. So the two issues outstanding are
20 compensation and security. Can we get those? Thank
21 you.

22 MS. COSTELLO: Thank you, Mr. Chair, for that
23 clarification. Karen Costello from Indigenous and
24 Northern Affairs Canada. I apologize. I forgot to
25 state my name for the record earlier.

26 I'd like to take this opportunity, as we had

1 requested on Day 1 of this hearing, to speak to the
2 issue of reclamation security and the reclamation cost
3 estimate.

4 I'd like to go into a little bit of detail about
5 the work that the Department has conducted as part of
6 this application process with regard to the issue of
7 the reclamation cost estimates, our reviews, and then
8 getting to the issue of the security.

9 The Department filed, with the Nunavut Water Board
10 on October 6, a technical memo from ARCADIS covering a
11 preliminary review of the Applicant's closure cost
12 estimate and Agnico Eagle's responses to questions and
13 requests for clarification. Based on this review, INAC
14 is satisfied with the proposed closure and reclamation
15 plan that has been brought forward as part of the
16 application.

17 The Department made another submission on October
18 9th, 2015, which included an independent closure cost
19 estimate using reclaim that had been developed by
20 ARCADIS, our engineering experts that we had retained
21 to support or work on this process. This version of
22 the Meliadine reclaim cost estimate is based on
23 information collected during a September geotechnical
24 site review of the proposed works. This review was
25 conducted by the author of the report from ARCADIS,
26 Mr. Charles Gravelle. It also included information

1 provided in the application. This was Agnico Eagle's
2 preliminary closure and reclamation plan dated April
3 2015, Agnico Eagle's reclamation -- reclaim cost estimate
4 also from April 2015, and the Type "A" Water Licence
5 Application and all the related plans that was
6 submitted in May 2015. The cost estimate also
7 considered the INAC 2002 Mine Site Reclamation Policy
8 for Nunavut and the INAC 2007 document Mine Site
9 Reclamation Guidelines for the Northwest Territories.

10 Overall, the difference between the estimate
11 presented by Indigenous and Northern Affairs Canada
12 compared very well with that of the Applicant. The
13 difference being less than -- I think it was around 5
14 percent, and the difference can be attributed to the
15 fact that additional engineering, other indirect costs,
16 and contingency had to be accounted for, because in the
17 event that we have to reclaim the site, we have to
18 assume it will be a third party. The value of this
19 estimate is the number we have previously reported,
20 which is around 49.5 million.

21 In our October 9th submission, we indicated that
22 estimation reclamation costs were apportioned as 45
23 percent related to water reclamation and 55 percent
24 land-related. So that's what we've submitted so far.

25 As you have heard from both Agnico and from
26 Kivalliq Inuit Association, we have held discussions

1 following the technical meeting held here in October of
2 last year, and the parties agreed that the 49.5
3 reclamation value presented by INAC was an acceptable
4 estimate at this point. This was conveyed to the
5 Nunavut Water Board as part of final technical
6 comments.

7 You've also heard over the last day and-a-half
8 from the Applicant, from Kivalliq Inuit Association,
9 and us that we have been in discussions on a proposed
10 approach for the management of reclamation security for
11 the Meliadine Gold Project, a proposed project on
12 Inuit-owned lands, so I'd like to -- to help kind of go
13 back to basics about what the context was of these
14 discussions.

15 What is mining reclamation security in Nunavut?
16 Well, reclamation security is financial assurance to
17 guarantee the reclamation of any adverse effects of the
18 mine to property, people, and the environment, as you
19 heard Kivalliq Inuit Association touch on earlier, if
20 ever there is a default of reclamation obligations for
21 any reason, including insolvency.

22 Reclamation security supports the Polluter Pays
23 Principle, and for mining projects on Inuit-owned lands
24 in Nunavut, there are two different governance
25 entities. There's the Nunavut Lands Claim Agreement, a
26 grants fee-simple title interest to the Inuit, and the

1 Crown holds the responsibility for water, so
2 reclamation security is provided by an operator to the
3 Crown as a condition to obtain authorization to use
4 water resources per the Nunavut Waters and Nunavut
5 Surface Rights Tribunal Act, in other words, the water
6 licence security.

7 But reclamation security is also provided by an
8 operator to the Inuit landowner to obtain authorization
9 to develop a mine on Inuit-owned land, and this is a
10 form of security through their various leases,
11 commercial lease, operational lease.

12 Why did we look at this approach, this
13 co-management approach for security? We did it because
14 of overbonding. So overbonding occurs when the
15 combined reclamation security required from the
16 operator, that is to be provided to the Crown in the
17 water licence and to the Inuit landowner in their
18 lease, exceeds the total global reclamation cost
19 estimate for the project. The Nunavut Water Board,
20 Indigenous and Northern Affairs Canada, and various
21 other parties, including Nunavut Tunngavik
22 Incorporated, representatives from the three regional
23 Inuit Associations, had worked a few years ago as part
24 of what's call the Nunavut Securities Working Group on
25 reaching consensus on a key principle to help ground
26 future work on security issues. This was that there

1 would be -- for one project, there would be one
2 agreed-upon reclamation plan and one agreed-upon
3 reclamation cost estimate, and we have achieved that
4 for this, for this project.

5 As a department, we are supportive of the proposed
6 Meliadine security management agreement. It's oriented
7 towards joint reclamation and a co-funding approach.
8 It would allow both the Kivalliq Inuit Association and
9 the Crown to collaborate on reclamation, if we were
10 ever put in a position where we had to undertake it.
11 It would also allow us to jointly fund any needed
12 reclamation while not fettering the Minister's
13 discretion under the water legislation.

14 It is important to note that the Minister's
15 authority over any reclamation security amount held in
16 the water licence cannot be fettered, and, therefore,
17 any agreement where her independent decision-making is
18 constrained by the agreement is not possible.

19 The key feature of the proposed agreement is that
20 it would split the reclamation cost estimate for the
21 undertaking, which is currently estimated at
22 49,554,666 -- 667 dollars, so approximately 49.5
23 million. It would split it 50 percent with the
24 Minister under the water licence and 50 percent with
25 the Kivalliq Inuit Association under their production
26 lease.

1 We've been working on this a long time. There has
2 been an incredible amount of diligence by all three
3 parties in an effort to finalize this agreement, but as
4 our colleagues from the Kivalliq Inuit Association
5 stated, we do not have a signed agreement to present at
6 this time.

7 All parties are supportive of this approach, and
8 I'll leave it to Agnico to speak to their support.

9 I'd also like to touch on something I mentioned
10 yesterday. We know all parties, including you, the
11 Board, has struggled in the past with the apportioning
12 of security. The premise of this agreement, what we
13 are proposing, is that -- or that we are negotiating is
14 shared accountability through a sharing of financial
15 assurance.

16 The Nunavut Waters and Nunavut Surface Rights
17 Tribunal Act does make reference to allowing agreements
18 outside the water licence, provided such agreements are
19 presented to the Board, and the Act says that the Board
20 must take agreements into account in determining the
21 amount of security to assign under a water licence.

22 So Indigenous and Northern Affairs Canada is
23 recommending to the Nunavut Water Board that 50 percent
24 of the agreed-upon reclamation cost estimate of 49.5
25 million be determined as the security requirements
26 under the licence, should the Board issue a licence.

1 This recommendation has already been expressed by
2 the parties who have all agreed that 50 percent is
3 appropriate for the water licence. This approach is
4 consistent with the security management agreement,
5 should it be finalized, which is the clear intention of
6 all parties.

7 The Department does acknowledge that the Board has
8 discretion on the amount of security it can determine
9 to be required under a water licence, while the
10 Minister has the final say on the form of the security.

11 Like I said, we had hoped to have -- to let you
12 know that we had the agreement signed, but we don't,
13 but as an organization, Indigenous and Northern Affairs
14 is committed to this approach, and we have worked with
15 the parties, and the outcome of the work that we were
16 doing, we will report back to the Board either way.

17 Thank you.

18 THE CHAIR: Thank you. Thank you.

19 I'd like to hear from the Applicant.

20 Submissions by Agnico Eagle Mines Limited

21 MS. KOWBEL: Thank you, Mr. Chair.

22 Christine Kowbel, legal counsel for Agnico Eagle.

23 Our remarks will be relatively brief. Agnico
24 agrees and supports both, both INAC and KIA's
25 submissions.

26 On the water compensation agreement, Agnico agrees

1 with KIA, that we have reached consensus on the water
2 compensation agreement.

3 For Agnico, they've signed the final agreement,
4 and as we heard from KIA, we're waiting for final
5 approvals from the KIA board, but we're confident we
6 have reached consensus.

7 On the security management agreement, again, we're
8 very confident that an agreement will be executed next
9 week, and we have every expectation that that will
10 occur, and we're also -- I think Stephane will speak
11 further to this in his closing remarks, but the company
12 is very appreciative of everyone's efforts to avoid the
13 historic devil-broadening problems in Nunavut and water
14 licencing, so thank you to everybody for that.

15 Agnico would ask -- would ask the Board to
16 consider including a similar condition to licence -- a
17 condition that is included in the Meadowbank licence,
18 and I'll just read it in for the Board's reference.
19 That's Licence Number 2AM-MEA-1525, Part C, Item 2, and
20 that is in the unlikely event that an agreement is not
21 filed with the Board, Part C, Item 2 says that, (as
22 read):

23 Upon the licensee filing evidence in writing
24 with the Board, and with notice to the
25 Minister and Kivalliq Inuit Association, that
26 the licensee has furnished and maintains

1 security with Kivalliq Inuit Association in
2 an amount that the Kivalliq Inuit Association
3 confirms is sufficient to secure the mine
4 closure and reclamation costs, including
5 cumulative and legacy liabilities estimated
6 to be required for the portion of the project
7 located on Inuit-owned lands. The Board may
8 reduce the amount of security required to be
9 held under Part C, Item 1.

10 And Part C, Item 1 is, of course, the global security
11 amount. (As read):

12 The Board shall ensure the reduced amount of
13 security furnished under Part C, Item 1 is
14 equal to the estimated anticipated mine
15 closure and reclamation costs, including
16 cumulative and legacy liabilities for the
17 portion of the project located on Crown-owned
18 lands.

19 I've just been asked to slow down. My apologies. It's
20 hard when you're reading it.

21 And, so, that that's just -- would permit the
22 Board flexibility in future to acknowledge, in the
23 event there were double bonding, which we don't believe
24 will occur on this project as a result of the
25 arrangements the parties have reached agreement on.

26 Thank you. Those are our submissions.

1 THE CHAIR: Thank you, Applicant.

2 Now, I would like to hear from other parties who
3 would like to speak up, as well. Any other parties who
4 wish to speak up to issues here this morning?

5 Okay. There is no -- I didn't see any response to
6 that, so we'll take a recess so that the Board Panel is
7 considering this, this morning. We will take a recess.

8 (ADJOURNMENT)

9 THE CHAIR: Okay. Thank you. Get back to
10 your table. So we'll have our Staff, legal counsel,
11 take the floor for a minute. Cindy.

12 Submissions by the Nunavut Water Board

13 MS. KIEU: Thank you, Mr. Chair.

14 Cindy Kieu, legal counsel for the Board. Before
15 we took our break for the recess, we were facing a
16 unique situation where the parties, specifically --
17 thank you -- where the parties, specifically KIA and
18 the Applicant had indicated that the parties have
19 consensus on the terms of the water licence. That's
20 the situation before the Board. As the parties
21 understand Section 63(1)(a) of the Nunavut Waters and
22 Nunavut Surface Rights Tribunal Act provides that the
23 Board shall not issue a licence in respect of a use of
24 waters or a deposit of waste that may substantially
25 affect the quality and quantity or flow of waters
26 flowing through Inuit-owned land unless the Applicant

1 has entered into an agreement with the designated Inuit
2 organization to pay compensation for any loss or damage
3 that may be caused by the change.

4 As the parties can appreciate where we are with
5 respect to the public hearing process at this point in
6 time, the Board will need to consider whether or not to
7 close the record based on the evidence as provided by
8 the party in regard to 63(1)(a), on the other hand, to
9 keep the record open for the narrow purpose of
10 receiving submissions from the Applicant and the
11 designated Inuit organization with respect to 63(1)(a).

12 At this time the Board would like to hear
13 submissions from the parties with respect to your
14 position. Thank you.

15 THE CHAIR: Thank you. Go ahead.

16 Submissions by Kivalliq Inuit Association

17 MS. GILSON: Thank you, Mr. Chair.

18 Kimberly Gilson, legal counsel for KIA.

19 Once again, we do appreciate the difficult place
20 we've put the Board as to the fact that we've been
21 unable to present you with a signed water compensation
22 agreement. As I mentioned this morning, we take our
23 direction from Article 20 of the Nunavut Land Claims
24 Agreement. It is, but in substance and in terms of the
25 direction to the Board, very much the same as Section
26 63(1)(a) of the Act insofar as they both contemplate

1 that the Board is unable to issue a licence until it
2 has evidence of an agreement on water compensation.

3 If the question is, is there sufficient evidence
4 for the purposes of those tests, whether you're looking
5 to the NLCA or the legislation, it is my view that the
6 Board does not have sufficient evidence because the
7 Board does not have evidence that there has been an
8 agreement entered into. Notwithstanding our belief
9 that we have a consensus, you do not have evidence
10 sufficient for the purposes of the test you are to
11 meet.

12 I will say, though, however, with respect, that in
13 my view, that is the wrong question. The question, in
14 my mind, is does the Board have the authority to close
15 the record without having the evidence before it?

16 The test, as I said, is you need to be able to
17 have the evidence before you to issue the licence. If
18 we look at what I think the question for the Board is,
19 it's is it open to the Board to close the record and
20 then receive confirmation post-closing?

21 So if we imagine how that would work, you could
22 close the record today if you felt it appropriate and
23 receive the water compensation agreement, evidence that
24 it has been signed, after the closing of the record,
25 but before the Board considers whether or not it would
26 issue the water licence, because, as I say, it simply

1 says that you cannot -- you cannot issue the licence or
2 you can't approve the application unless there is a
3 licence, so with -- in my respectful view, we would
4 suggest that the Board does have the authority to close
5 the record, to receive evidence from the Proponent and
6 the Applicant and KIA after the closing of the record,
7 but before you make your decision.

8 If, however, the Board does not accept that view
9 and feels that it needs the water compensation
10 agreement as part of the evidence at the formal
11 hearing, then we would suggest that the Board would
12 keep the record open for the very limited purpose of
13 receiving the water compensation agreement.

14 It is not our intention to use this as an
15 opportunity to leave it open for any other parties or
16 Intervenors to provide additional information that
17 would affect the Board's decision, with the exception
18 that we've mentioned this morning, the security
19 management agreement, which may be helpful in guiding
20 the Board's decision with respect to how the security
21 might be handled.

22 So subject to any questions, I -- I hope I've
23 answered the Board's question, and I'll leave my
24 comments at that. Thank you.

25 THE CHAIR: Thank you.

26 Applicant, go ahead.

1 Submissions by Agnico Eagle Mines Limited

2 MS. KOWBEL: Thank you, Mr. Chair.

3 Christine Kowbel, legal counsel for Agnico Eagle.

4 Yes, we're generally in support of the statements
5 that KIA has made. As you heard this morning, Agnico
6 has executed the water compensation agreement. Of
7 course there is no agreement until KIA has also
8 executed that agreement, but it is expected that will
9 be coming soon.

10 We're very focused, as well, on the language of
11 NLCA and of 63(1)(a) that says the Board shall not
12 issue a licence without the evidence of the agreement
13 that it was reached, but we share the view that the
14 record of this hearing can be closed, and the Board can
15 take into account the follow-up filing which confirms
16 an agreement has been entered into before it makes a
17 decision to issue a licence as reflected in Section 63.
18 That confirmation could be placed on the Water Board
19 Public Registry, so it would be a public acknowledgment
20 of that information, and, so, that is our submission.

21 Should the Board think that that's an appropriate
22 view, that that would be a good approach to take to
23 this issue. Should the Board determine that the record
24 should be kept open to deal with the water compensation
25 agreement, our submission would be that it be kept open
26 only for the very limited purpose of accepting evidence

1 that a water compensation agreement has been entered
2 into.

3 Thank you, Mr. Chair.

4 THE CHAIR: Thank you.

5 Now, we will take a recess. We need to get some
6 ideas. We will have another recess.

7 (ADJOURNMENT)

8 THE CHAIR: We'll take a lunch break right
9 now. We'll come back at 2:00. I didn't realize the
10 time has gone so far. It's already almost 1:00, so
11 take a lunch break right now. Come back here at 2:00.

12 (LUNCHEON ADJOURNMENT AT 12:50 PM)

13 (PROCEEDINGS RECONVENED AT 2:21 PM)

14 Ruling

15 THE CHAIR: Thanks, everyone. During
16 lunch break, we're going to be finishing up with these.
17 I'll be reading them in English.

18 The Board is faced with a unique situation where
19 the Applicant and KIA submitted that while the parties
20 have reached a consensus on the terms of the water
21 compensation agreement, KIA does not have formal
22 approval and, therefore, cannot confirm that they have
23 entered into the water compensation agreement pursuant
24 to the requirements of the Nunavut Land Claims
25 Agreement and Nunavut Waters and Nunavut Surface Rights
26 Tribunal Act. However, KIA submitted that they will

1 obtain formal approval by February 19th, 2016.

2 Additional, the Board also heard from KIA, INAC,
3 and Applicant that they have negotiated an agreement
4 with respect to reclamation security, but they are
5 awaiting final approval from the Minister of INAC. As
6 indicated by INAC, this agreement is, first, an
7 important milestone in outlining the mutual consensus
8 of the parties on the form and nature of security as
9 well as the process for ongoing review.

10 INAC indicated that they expect to obtain formal
11 approval by the Minister of INAC shortly after today.

12 With outstanding information as discussed above,
13 the issue before the Board is whether or not to close
14 the record of this public hearing today and commence
15 deliberation on whether or not to issue the proposed
16 water licence to the Applicant within 30 to 45 days.

17 The Board has heard the views of the parties in
18 relation to the Board's authority over the public
19 hearing process, and in particular its authority to
20 close the record without evidence that KIA and
21 Applicant have entered into a water compensation
22 agreement and that the Minister of INAC has approved
23 the agreement on reclamation security that have been
24 negotiated by KIA, INAC, and AEM.

25 In considering whether or not to close the record
26 today, the Board is of the view that the outstanding

1 information is relevant and may greatly assist the
2 Board's decision-making process to fully consider the
3 application and whether to issue the proposed licence;
4 therefore, the Board will keep the record open until 3
5 PM Mountain Standard Time on Friday, February 19, 2016,
6 in order for the parties to file the following
7 additional information material: evidence that KIA and
8 AEM have entered into agreement with respect to water
9 compensation; evidence consisting of the agreement
10 between INAC, KIA, and AEM with respect to reclamation
11 security.

12 Please note that the Board is keeping the record
13 open to receive the above information mentioned,
14 additional evidence only.

15 Once the Board has received and had opportunity to
16 review the additional materials, the Board will provide
17 further written direction to the parties in relation to
18 whether the record is closed or -- or, sorry -- and
19 whether the application is being remitted to the Panel
20 for decision-making.

21 The Board appreciates the parties for your
22 patience, and thank you for your contribution towards
23 respecting and maintaining the integrating of the
24 Board's public hearing process. Given the delay, I
25 will ask the parties to provide a very brief closing
26 remark.

1 I'll start with KIA.

2 Final Submissions by the Kivalliq Inuit Association

3 MR. MANZO: Thank you, Mr. Chairman. Luis
4 Manzo, Director of Lands, Kivalliq Inuit Association.

5 First of all, I would like to thank the Board for
6 the well-organized hearings during this water licence
7 final hearings. I also would like to thank the
8 Intervenors for their contribution and cooperation over
9 the last eight months in the making and also the full
10 cooperation of Agnico Eagle Mines. That was
11 well-consulted with KIA on many of the issues, and KIA
12 has been put a lot of higher standards in the review of
13 this project, and we are technically and satisfactorily
14 with the outcomes today, and I would like to thank the
15 public during the community meetings and the
16 interventions in the community meetings, and, also, we
17 would like to thank the legal counsels for their
18 advice. Sometimes an engineer can't know, see, and
19 more importantly, all the members of the public who has
20 contributed to us in these hearings. Thank you,
21 Mr. Chairman.

22 THE CHAIR: Thank you.

23 And then INAC, please.

24 Final Submissions by Indigenous and Northern Affairs
25 Canada

26 MS. COSTELLO: Thank you, Mr. Chair.

1 Thanks to everyone who has supported the work on
2 this application process, the Board Staff for ensuring
3 that the process was followed, and for keeping the
4 record, to Kivalliq Inuit Association for the dialogue
5 that we have had with them throughout this process, to
6 Agnico Eagle and their team of consultants who have
7 made themselves available to engage both within this
8 process and in bylats (phonetic) that we then reported
9 to the Board. This type of open dialogue to resolve
10 issues is very important. It's been very beneficial
11 during this process through our technical meetings in
12 October and the ongoing discussions in this form.

13 I would like to restate that we're satisfied with
14 the commitment that the Applicant, Agnico Eagle Mines,
15 has made in response to the issues and concerns and
16 recommendations brought forward by Indigenous and
17 Northern Affairs Canada. I'd also like to state that
18 we have no issue with the proposed term of licence as
19 included in the application. The term of licence being
20 requested is 15 years.

21 An event like this does not run on its own.
22 There's a lot of people who provide support to make it
23 work efficiently from the community members and the
24 community that gives up its hall so that we could host
25 this meeting to the folks from PIDO who make sure we
26 have the equipment so that we can not only communicate

1 with each other, but we can learn and listen. To Ben
2 and Mary, our interpreters, thank you. Catering Staff,
3 the cookies were yummy, and to the community members
4 who brought forward their knowledge, their voice to
5 this process, thank you.

6 We look forward to continued work with the Board
7 throughout this licencing process, and should the
8 licence be issued, both the Board and KIA and Agnico
9 Eagle and the community can look forward to Indigenous
10 and Northern Affairs being very much a part of the
11 ongoing monitoring and inspection of this project.
12 Thank you.

13 THE CHAIR: Thank you.

14 The next party, I'd like to call Environment and
15 Climate Change Canada for a closing prayer -- sorry,
16 closing statement.

17 Final Submissions by Environment and Climate Change
18 Canada

19 MS. PINTO: Thank you, Mr. Chair. Melissa
20 Pinto, Environment and Climate Change Canada. We would
21 like to reiterate that all of Environment and Climate
22 Change Canada's concerns that have arisen during this
23 water-licence process have been addressed by Agnico
24 Eagle through the water-licence process.

25 Environment and Climate Change Canada would like
26 to thank the Nunavut Water Board for the opportunity to

1 participate in this Type "A" Water Licence process for
2 the Meliadine Gold Project.

3 Environment and Climate Change Canada would also
4 like to thank the Board Staff for running an efficient
5 process and for the parties and the community for
6 participating during this hearing process, as well.

7 Thank you.

8 THE CHAIR: Thank you.

9 And then Applicant, Agnico Eagle Mines Limited.
10 Thank you.

11 Final Submissions by Agnico Eagle Mines Limited

12 MR. ROBERT: Stephane Robert from Agnico
13 Eagle. Thank you, Mr. Chair, members of the Panel. On
14 behalf of Agnico Eagle, I would like to start the
15 closing remark by thanking all the organization and
16 individuals who have contributed to the review of the
17 project.

18 We would like to thank the Elders for sharing
19 their knowledge with us. We would like to thank the
20 Board Staff for administer -- administering the hearing
21 and the community of Rankin Inlet for being gracious
22 hosts. We appreciate all the meaningful input from all
23 the community representatives that delegate to -- that
24 have flown here from Chesterfield Inlet and Baker Lake.

25 We want to thank the Kivalliq Inuit Association,
26 Environment Canada and Climate Change, and Indigenous

1 and Northern Affairs.

2 In particular, we wish to commend KIA and INAC for
3 their achievement in working to -- the work, the final
4 security management agreement. We know that this
5 process has required a great amount of effort and
6 careful thought by many people.

7 We are pleased that we have reached consensus on
8 the compensation agreement with the KIA.

9 As the Board heard, all participants in this
10 process have worked very hard to build consensus on the
11 technical issues. We do not believe that there are any
12 technical issues which are outstanding.

13 We believe the result will be a strong project
14 that is protective of the water resources of Nunavut
15 which will benefit Inuit and the company for many years
16 to come.

17 I can speak for all the Agnico Eagle team and its
18 consultants that we look forward to continuing the
19 positive working relationship that we have with all
20 these parties moving forward to production of the
21 Meliadine Gold Project.

22 Thank you, Mr. Chair.

23 Closing Remarks by the Nunavut Water Board Chair

24 THE CHAIR: Thank you.

25 The Board will take this opportunity to thank the
26 parties, especially the Applicant, Agnico Eagle Mines

1 Limited; Intervenors; Indigenous and Northern Affairs
2 Canada; Environment and Climate Change Canada, and
3 Kivalliq Inuit Association; the NWB Staff and legal
4 counsel; interpreters, Ben Kogvik and Mary Rose
5 Angoshadluk; court reporter, Julie Macdonald; PIDO
6 Production, Ryan Dempster; all the community members
7 including from Chesterfield Inlet and Baker Lake, and
8 the Elders for their valued participation in the
9 hearing; also to the caterers and the Hamlet of Rankin
10 Inlet for their outstanding hospitality and their
11 patience with the Board.

12 The hearing is now closed.

13 Can I have a closing prayer? I would like to ask
14 Eva, once again, for a closing prayer.

15 (CLOSING PRAYER)

16

17 PROCEEDINGS ADJOURNED

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1 CERTIFICATE OF TRANSCRIPT:

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3 I, Julie Macdonald, certify that the foregoing
4 pages are a complete and accurate transcript of the
5 proceedings, taken down by me in shorthand and
6 transcribed from my shorthand notes to the best of my
7 skill and ability.

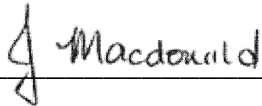
8 Dated at the City of Calgary, Province of Alberta,
9 this 22nd day of February 2016.

10

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14 Julie Macdonald, CSR(A)

15 Official Court Reporter

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