

**NWB Water Licence 2AM-MEL1631 Amendment  
of the Meliadine Extension Proposal  
Final Presentation of Meliadine Extension Proposal  
Water Licence Amendment**

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## Our Mandate and Objectives

- KivIA is a Designated Inuit Organization pursuant to Article 39 of the *Nunavut Agreement*, and represents Inuit beneficiaries of the *Nunavut Agreement* in the Kivalliq Region.<sup>1</sup>
- KivIA holds title to and manages surface Inuit Owned Lands in the Kivalliq Region.
- The primary purpose of Inuit Owned Lands is to provide Inuit with rights in land that promote economic self-sufficiency in a manner consistent with the cultural and social well-being of Inuit now and in the future.<sup>2</sup>

1. Article 39 of the *Nunavut Agreement*.

2. Article 17 of the *Nunavut Agreement*.

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2005<sup>a</sup> 7Lσ<sup>c</sup> C<sup>b</sup> 99<sup>c</sup> Δ<sup>a</sup> 70<sup>a</sup> Lσ



## Our Mandate and Objectives

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[illegible]

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## Proponent Commitments

- [illegible]



## Outstanding Comments

- The remaining KivIA comments concern:
  - Ensuring the commitments made by the Proponent to KivIA remain binding and enforceable by the NWB;
  - The finalization of the Security Management Agreement and Water Compensation Agreements;
  - The Draft Water Licence Framework.

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# Water Compensation Agreement

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- Article 20 of the *Nunavut Agreement* requires a compensation agreement to be in place prior to the NWB approving a licence.
- The Amendment Application will substantially affect the quality, quantity, and flow of water flowing through IOL.
- As such, a compensation agreement must be in place to compensate KivIA for any potential loss or damage caused by the change in quality, quantity or flow of the water.
- The KivIA is working with the Proponent on amendments to the Water Compensation Agreement that reflect the requirements of the *Nunavut Agreement* and address KivIA's concerns.
- The KivIA hopes to reach an agreement with the Proponent prior to the Public Hearing.
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- ΠϚϚΓ ΔμΔΨ ϚΔΨΠΠϚ ΛϚΛϚΠϚϚ> ΔΨΔΨϚϚ ΔΨΠΔΨϚ ΔΨΠϚϚ ΔΛΨ ΔΠϚϚϚϚ ϚϚ ΛΨΔΨΛϚϚ μϚϚ ΔΨΠΠϚ ΔΛϚ ΛϚΔΨϚϚ ΠϚϚ ΠϚϚΓ ΔμΔΨ ϚΔΨΠΠϚ ΔΨΔΨΠΠϚ.
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# Security Management Agreement

- In order to ensure that there is adequate security posted to address any issues that arise relating to the Meliadine operations, amendments must be made to the Security Management Agreement.
- The KivIA is working with CIRNAC and the Proponent to finalize the necessary amendments to the Security Management Agreement and hopes to have the agreement finalized prior to the Public Hearing.



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# Saline Groundwater Isolation

- The KivIA has stressed the need for saline groundwater to be managed separately from the surface contact water that is discharged into Meliadine Lake due to the importance of Meliadine Lake to Inuit.
- The Proponent committed to separate management of the saline groundwater and surface contact water, and that under no circumstances will the Proponent discharge underground saline groundwater to Meliadine Lake
- KivIA has requested that the Proponent's commitment be incorporated as a new Licence term and condition as the protection of water quality in Meliadine Lake is fundamental. KivIA does not believe that incorporating the commitment list into the Annual Report is adequate to ensure that Meliadine Lake is protected



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- The KivlA is seeking to have the commitment list incorporated as an appendix to the licence;

- At Part B, Section 10, the KivIA is seeking to ensure that should the NWB otherwise direct that Plans may be undertaken without further NWB approval after 60 days, comments of the KivIA and other Participants shall be addressed prior to issuing any such approval. The KivIA rejects Agnico Eagle's requested wording.

- At Part B, Section 14, the KivIA is seeking language within the licence reflecting the commitments of the Proponent to update certain Plans.

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## Conclusion

The KivIA appreciates the opportunity to provide this presentation and thanks the NWB and Participants.

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