

NIRB PROJECT CERTIFICATE NIRB [NO.: 003]



Schedule of Amendments to the Nunavut Impact Review Board's Doris North Gold Mine Project Certificate No. 003

AMENDMENT NUMBER	DATE OF AMENDMENT	TYPE OF AMENDMENT
01	April 11, 2013	Reassignment of Project Certificate
02	September 23, 2016	Amendment of Project Certificate for 2015 Amendment to Doris North Project

1.0 Whereas:

A. Pursuant to the *Nunavut Land Claims Agreement* ("NLCA"), the Board has considered the information submitted by Miramar Hope Bay Limited ("MHBL") and has performed an environmental impact review of the Doris North Gold Project;

B. The Board has considered the list of commitments made by MHBL at the hearing (Exhibit 37), and assumes these commitments which are set out in Appendix A of the Final Hearing report will all be fulfilled;

C. The Board has determined, pursuant to Article 12.5.5 of the Agreement, that, taking into account the implementation of the mitigative measures proposed by MHBL and set out in the conditions to this certificate, this project proposal, is not likely to cause significant adverse environmental effects;

D. The Board has found, pursuant to Article 12.5.5 of the Agreement and taking into account all matters relevant to its mandate including Article 12.2.5 of the NLCA, that the Doris North Gold Project will enhance and protect the existing and future well-being of the residents and communities of the Nunavut Settlement Area; and

E. The Board has offered some General Recommendations as found in the NIRB Final Hearing Report to the Minister.

F. The Board notes the original issuance of the Project Certificate on September 15, 2006. Following the issuance of the original Project Certificate on April 20, 2009, Newmont Mining Corporation provided notice that it had acquired Miramar Mining Corporation, and requested that the Project Certificate be renamed to, Hope Bay Mining Ltd. As a result of the notice, the NIRB re-issued the cover letter of Project Certificate No. 003 to Hope Bay Mining Limited (HBML).

G. On February 3, 2013 the NIRB received notice that TMAC Resources Inc. (TMAC) entered into an agreement to purchase the Doris North Gold Mine and assets from Hope Bay Mining Limited. After parties confirmed that the transaction was complete, the NIRB issued an amended cover page for Project Certificate No. 003 to TMAC Resources Inc.

H. On June 23, 2015 TMAC applied to the NIRB to reconsider the terms and conditions in the Project Certificate to allow additional activities to be carried out related as outlined by its 2015 Amendment Application. After conducting a thorough assessment of the potential ecosystemic and socio-economic effects of the proposed amendments under Article 12, Section 12.8.2 of the NLCA, the Board recommended that the amendment activities be allowed to proceed subject to the modification of the Project Certificate as well as specific revisions to pertinent terms and conditions, as well as the removal of Term and Condition 9.

Recognizing the importance of co-ordination, integration and avoiding duplication with other monitoring requirements in permits, licences and other authorizations, the project-specific monitoring program, provided as Appendix D to this Project Certificate (as amended), will be issued in amended form after key regulatory authorizations, including land use permits, water licences and mineral leases, are issued for the amended activities.

2.0 Procedural (Project) History

On March 1, 2002, MHBL, known as Hope Bay Joint Venture at the time, submitted a project description for the then entitled Doris Hinge Project (later renamed Doris North Gold Project (the “Project”)) to the NIRB. The project proposal was referred to a Part 5 Review by the Minister of Indian and Northern Affairs Canada (“INAC”) following a NIRB 12.4.4(b) Screening Decision.

After guideline development, draft and final environmental impact statements, and technical meetings, a Final Hearing was held from July 11 to 16, 2004, in the communities of Cambridge Bay, Gjoa Haven, Taloyoak and Kugluktuk. Following the Final Hearing the Board considered the evidence available to it and decided that it could not approve the Project based on insufficient information in five key areas: the assessment of alternatives to the use of Tail Lake for tailings disposal; Tail Lake water quality and water management strategy; the design of the jetty and related issues including effects on fish habitat, shoreline erosion, and the sea bed; the Wildlife Mitigation and Monitoring Plan (“WMMP”) including Cumulative Effects Assessment (“CEA”); and the socio-economic impact of the Project on affected residents and communities of Nunavut. On December 6, 2004, the Minister of INAC accepted NIRB’s report and the recommendation of not approving the Project

MHBL began working on an Updated Preliminary Project Description which was received by NIRB on February 14, 2005. Following an abbreviated screening process, the Board once again issued a Screening Decision of 12.4.4(b) stating that the Project required a review under Part 5 or 6 of Article 12 of the NLCA. The Minister agreed and referred the Project to a second Part 5 Review by NIRB and provided the following direction to NIRB in conducting the review:

“...a major objective of this review should be to address the information deficiencies, as outlined in the Board’s August (2004) Final Hearing Report. However, it is essential that this new information is not reviewed in isolation and that the potential effects of the Project as a whole are considered. The submission of a complete and new environmental impact statement that incorporates any new information provided by the proponent will help achieve this goal while providing for a more efficient review of the Project”.

The original guidelines developed for the Project remained the basis for the submission of MHBL’s Draft Environmental Impact Statement (“DEIS”) and were supplemented by the direction provided by the Board in its August 2004 Final Hearing Report and NIRB’s 10 Minimum EIS Requirements.

MHBL filed a DEIS on June 13, 2005, and a Conformity Review was undertaken by NIRB. NIRB solicited input into the Conformity Review from interested persons including Intervenor. Following Conformity Review, on July 8, 2005, NIRB advised MHBL of deficiencies in the DEIS. MHBL submitted a supplement to the DEIS on July 21, 2005, to address the deficiencies and Intervenor were then asked to complete a technical review of the DEIS prior to holding a Technical Meeting.

On August 23 to 25, 2005, NIRB staff held a Technical Meeting in Yellowknife with MHBL and Intervenor from Nunavut Tunngavik Inc. (“NTI”), Kitikmeot Inuit

Association ("KIA"), INAC, Department of Fisheries and Oceans Canada ("DFO"), Government of Nunavut ("GN"), Natural Resources Canada ("NRCAN"), Environment Canada ("EC"), Health Canada ("HC"), and Hatch Acres. In addition, four representatives from each of the Hamlets of Cambridge Bay, Gjoa Haven, Kugluktuk, and Taloyoak attended the Technical Meeting. The purpose of the meeting was to discuss and resolve significant technical issues prior to the Preliminary Hearing Conference ("PHC"). The PHC was held on August 25, 2005, at the same location.

On September 13, 2005, the Board issued a PHC decision which provided MHBL with specific direction on requirements for the Final Environmental Impact Statement (FEIS) and administrative details for the FEIS technical review and a potential Final Hearing. The PHC decision also contained a list of 187 commitments MHBL made during the Technical Meeting. The timeline for filing the FEIS was left up to MHBL and was eventually hand-delivered by them, with the supporting documents, to the Cambridge Bay office on October 31, 2005. This effort evaded any potential delivery setbacks and secured MHBL with priority status for NIRB's FEIS internal conformity review.

NIRB's internal conformity review focused on the new content in the FEIS ensuring it responded to the direction provided by the Board in the PHC decision. The internal conformity review found that the FEIS generally conformed to the PHC decision but that an addendum would be required. Nevertheless, in the meantime NIRB was satisfied that it could proceed with setting the dates of the Final Hearing for the week of January 30 to February 3, 2006, in Cambridge Bay.

NIRB received the FEIS addendum on November 18, 2005, and an additional letter from MHBL on November 24, 2005 confirming additional community consultation for December 2005. This satisfied all outstanding areas of non-conformity in the FEIS.

During the FEIS technical review period, NIRB established a process for an information request period. NIRB received a total of 22 information requests and of those requests approved 14 for MHBL to respond to. On December 9, 2005, MHBL provided responses to the 14 information requests and Intervenor and NIRB staff began detailed preparations for the Final Hearing.

Written submissions from Intervenor were received by NIRB on January 18, 2006. However, following discussions between MHBL and EC and DFO concerning a regulatory matter, MHBL submitted additional information attempting to resolve the issue. In order to allow EC and DFO sufficient time to review the information and incorporate it into their written submission, NIRB allowed EC and DFO until January 24, 2006, to provide written submissions to NIRB.

The Final Hearing was held in Cambridge Bay from January 30 to February 3, 2006. The first day of the proceedings was delayed until the afternoon due to the late arrival of the GN, EC and DFO whose joint charter, which was only scheduled to leave Iqaluit on the same morning of the Final Hearing, went mechanical. NRCAN also arrived late to the hearing after a scheduled flight from Yellowknife was cancelled. Fortunately, all Intervenor eventually arrived safely and the Final Hearing progressed throughout the week and ended with a full day community session on February 3, 2006. The Final Hearing was well attended with approximately 100 people present each day.

The NIRB submitted its Final Hearing Report to the Honorable Minister Jim Prentice, of Indian Affairs and Northern Development, on March 6, 2006. Minister Prentice approved the Terms and Conditions of the Report on August 1, 2006. The NIRB then held meetings between government departments and agencies for the development of the Project Certificate on August 24th and 25th, 2006. These meetings are contemplated by Part 9 of Article 12 of the NLCA.

2.1 Project Description

The Doris North Gold Project, proposed by MHL, is located approximately 65 km to the east of Omingmaktok and 110 km south of Cambridge Bay on the Canadian mainland. The project proposal is the first gold mine in Nunavut and the first mine proposal to be located on Inuit Owned Lands with mineral rights.

The project consists of an underground mine with a single adit and ramp access and will have a small footprint of about 62 ha. The ore will be stockpiled and processed through a crushing and milling plant with a capacity of 668 tonnes per day. The gold product will be shipped off site in the form of dore bars. This Project is expected to operate for 24 months, process 458,000 tonnes of ore yielding approximately 306,830 ounces of gold.

The site is remote, with no roads that link it to any communities or facilities, and therefore primary access to the property for fuel, equipment and supplies will be by sealift via the Arctic Ocean. A 103-m jetty will be constructed in Roberts Bay as well as a laydown area.

The mill will be located approximately five kilometres south of Roberts Bay. A 4.8-km all-weather road will link the Roberts Bay site with the mill site where all other operational mine infrastructure will be located adjacent to the underground mine.

An all-weather airstrip will be constructed along the alignment of the main road between the mill site and Roberts Bay. During summer months the site will also be serviced by float planes and for that purpose a rock-filled dock will be constructed on the shore of Doris Lake. This dock will be linked to the mill site with an all-weather road.

During winter months an airstrip capable of handling larger aircraft will be constructed on the ice on Doris Lake and the site will be serviced from this airstrip.

Tailings produced during the milling process will be deposited in Tail Lake about five kilometres from the proposed mill location. Tailings deposition will be sub-aqueous, requiring the construction of two dams. An all-weather service road will be constructed along the east side of Tail Lake all the way to its southern end. The tailings pipeline will follow the roadway, and emergency tailings dump ponds will be constructed at strategic locations.

Mill tailings will be treated in a water treatment plant to destroy residual cyanide and precipitate heavy metals before the tailings are discharged into Tail Lake.

MHL proposes that the water quality discharged by pumping from Tail Lake to Doris Creek will meet discharge standards established under the Metal Mining Effluent Regulations ("MMER") and that water quality within Doris Creek, downstream of the

waterfall, will meet Canadian Council of Ministers of the Environment ("CCME") water quality guidelines for the protection of freshwater aquatic life.

Project construction is currently proposed to begin with the arrival of equipment by sealift in the fall of 2007, with additional supplies arriving by sealift in 2008. With this construction schedule, operations could begin at the end of 2008 and continue through to the end of 2010. The Project is expected to provide approximately 68 jobs during construction and 149 jobs during operations with approximately 40% Inuit employment.

With the completion of mining and ore processing, MHL will shift from progressive reclamation to implementing a final abandonment and reclamation plan which is proposed to occur during the summer months of 2011 and 2012. Following the closure phase, the site will be managed during summer months to pump water from Tail Lake during the open water season. The north dam is proposed to be breached once water quality in Tail Lake meets CCME guidelines and the water level returns to predevelopment level.

Finally, in looking forward, the Doris North Project (Doris north gold deposit) is located within a geological structure known as the Hope Bay Greenstone Belt which is about 80 km in length and known to contain at least two other mineralized zones owned by MHL. Regarding potential future developments, which are also subject to full impact assessments in the future, MHL states the following:

The Doris North Project is only a small portion of the resources that we have found in the belt to date. We did a lot of work in 2005, and we expect that these resources will actually increase again as we re-measure them at the end of 2005. And these resources demonstrate the potential for large size and long-life production from the Hope Bay Belt in the future.

In the 2015 Amendment Application, TMA extended the mine life for the Doris North Project from a two (2) year period of operations to six (6) years through mining two (2) additional mineralized zones (Doris Connector and Doris Central zones) to be accessed via the existing Doris North portal. The expanded mining program would also increase the approved mining and milling rates to 2,000 tonnes per day, and require the restructuring of the Tailings Impoundment Area to be managed as subaerial tailings with treated effluent being transported via a pipeline for discharge into Roberts Bay.

3.0 Implementation of Project Certificate

NIRB has the authority to reconsider the Terms and Conditions of the Project Certificate to ensure that the terms and conditions are achieving their purpose. While NIRB has every reason to believe MHL will meet its obligations under this certificate, NIRB may nevertheless revisit this certificate if NIRB feels the terms and conditions are not achieving their purpose.

If there is a problem for whatever reason in the implementation of these terms and conditions, the KIA may at any time seek a determination before the appropriate court as to whether or not any term and condition of this project certificate has been

implemented. Any person or body that the court deems appropriate may seek the same remedy.

This Project Certificate is implemented in accordance with the reviewability section in the NLCA (Section 12.9.7):

“A licence, permit, certificate or other governmental approval which implements or incorporates any term or condition of a NIRB project certificate may not be called into question in a court of law on the grounds that the issuing agency thereby fettered its discretion or otherwise acted without jurisdiction, when implementing any term or condition of a NIRB project certificate.”

Now therefore, the Nunavut Impact Review Board pursuant to Article 12.5.12, and subsequently Section 12.8.2 and 12.8.3 of the Nunavut Land Claims Agreement, issues this Project Certificate to ~~Miramar Hope Bay Limited~~ [TMAC Resources Inc.](#) subject to the following terms and conditions that follow.

3.1 Overview of NIRB Monitoring Program

As set out in Article 12, Sections 12.7.1 and 12.7.2 of the NLCA the NIRB has the jurisdiction to establish a project-specific monitoring program to: measure the ecosystemic and socioeconomic effects of a project; assess whether the project is in compliance with the prescribed project terms and conditions; share information with regulatory agencies to support the enforcement of land, water or resource use approvals and agreements; and to assess the accuracy of predictions contained in the environmental impact statements. The role of the Board with respect to the establishment of monitoring programs is to focus the terms and conditions in relation to the Project. With respect to existing or future general regional and territorial monitoring programs that may include some of the same monitoring parameters/indicators as the project-specific monitoring program, the NLCA also directs the NIRB to avoid duplication but facilitate co-ordination and integration between the project-specific monitoring programs required by the NIRB and more general programs such as the Nunavut General Monitoring Program. Where the requirements of regional or territorial programs are more extensive or substantively different than those established through the project certificate, at all times the Proponent must ensure compliance with the project certificate terms and conditions.

In order to co-ordinate, integrate and avoid duplication with other monitoring programs, but also to ensure that the NIRB's project-specific monitoring program yields the information required to measure effects and adequately assess compliance with terms, conditions, regulatory instruments and agreements, the NIRB's monitoring program is developed after consultation with responsible authorities, the resource and land owners and the proponent following a Regulators' Meeting that typically occurs within several weeks after the responsible Minister has issued a decision that the Project can proceed to obtain regulatory authorizations and providing the Minister's direction regarding recommended terms and conditions. A short time after the Regulators' Meeting, the NIRB issues the project certificate, but the project-specific

monitoring program, which is usually issued as an Appendix to the project certificate may not be issued in final form until some months after key regulatory authorizations, including land use permits, water licences, mineral leases, etc. are issued so that the monitoring program supplements and supports, and does not duplicate, the monitoring requirements in regulatory and land use instruments. Appendix D – Doris North Monitoring Program was issued to Miramar Hope Bay Limited on October 30, 2007 following consultation with regulatory parties.

It is important to remember that the NIRB's monitoring program will have varying requirements over the course of the Project lifecycle, and that monitoring requirements will apply from construction to eventual abandonment and reclamation. In areas where there may be a need for flexibility in relation to the terms and conditions of the project certificate or their application, the NIRB has endeavoured to reflect this in the associated language and/or acknowledge that objectives may be achieved through various means. In addition, in the event that the monitoring program needs to be modified to better achieve its purpose, the Board, the Proponent, the Designated Inuit Organization or other interested parties may cause the Board, under Section 12.8.2 of the NLCA to revisit the monitoring program, or any other terms and conditions in the NIRB project certificate.

3.2 General Principles of Interpretation Applicable to Terms and Conditions:

In order to view the project-specific terms and conditions set out within this Project Certificate in the appropriate context, the following general principles of interpretation apply to the Project Certificate in its entirety, with all terms and conditions being interpreted in accordance with:

- a. The NIRB's Final Hearing Report (namely NIRB File No.: 05MN047 Final Hearing Report for the Doris North Gold Project Proposal, March 2006 (available from the NIRB's online public registry));
- b. The NIRB's Public Hearing Reports: namely NIRB File No.: 05MN047, Public Hearing Report for the Doris North Project and the 2015 Amendment Application (June 2016) (both available from the NIRB's registry);
- c. The rights, responsibilities, authorities and jurisdiction granted under the Nunavut Land Claims Agreement (NLCA);
- d. The limits and obligations imposed under laws of general application applicable to the Proponent or any party referred to in the term and condition, as those laws may be amended over time (e.g., privacy legislation, worker's health and safety, etc.);
- e. The specific jurisdictional and policy limits applicable to authorizing agencies, Nunavut Tunngavik Incorporated, the Kitikmeot Inuit Association, or other regulatory authority with jurisdiction in respect of the Project;
- f. Where terms and conditions include specific references to items that must be taken into consideration or included in work plans, etc. these specific references

are intended to establish minimum expectations but are not intended to limit the Proponent or prevent the Proponent from undertaking additional measures beyond those expressly prescribed in such terms and conditions; and

- g. ~~As noted in the Final Hearing Report, for those items where a more stringent version of the precautionary principle has been applied~~Respecting the required application of the precautionary approach to the Project, it is the Board's expectation that the adaptive management strategies chosen will be highly responsive to early warning signs that risks may materialize, and that rather than waiting for impacts to be noted before mitigation measures are triggered, thresholds and triggers will be set to require responses long before adverse impacts are likely.

3.3 Format of Terms and Conditions:

Wherever possible, the NIRB has used the following format for the project-specific terms and conditions set out within this Project Certificate, so as to provide clear direction on the intended application, objectives and reporting requirements:

Category: Identifies the relevant environmental component or project activity to which the term and condition applies. Wherever possible categories have been labelled so as to directly associate back to the Final Environmental Impact Statement and Environmental Impact Statement Guidelines prepared for the Project.

Responsible Parties: Identifies the parties responsible for implementation of the term and condition. While this is generally the Proponent, at times other agencies have been implicated as appropriate.

Project Phase: Identifies the phase(s) of Project development to which the term and condition is applicable. Project phase may include any one or more of the following:

- Pre-Construction - includes site preparation and staging of materials and equipment in advance of construction
- Construction
- Operations
- Temporary Closure /Care and Maintenance
- Closure and Post-Closure Monitoring - includes abandonment, decommissioning and reclamation

Objective: Provides a short description of the impact or effect being mitigated. Where relevant, expectations regarding the timing for when terms and conditions will be deemed to be satisfied (i.e., sunset clause), who has discretion for determining it is satisfied has been provided.

Term or Condition: Provides specific direction on the required action or follow up. In most instances the NIRB has endeavoured to use generalized wording to allow for

maximum flexibility in achieving the stated objective, however more explicit direction has been provided where deemed necessary.

REVISED Term or Condition: Where, upon reconsideration, the Board has recommended an amendment to the Terms or Conditions in the Project Certificate and the Minister has accepted the Board's recommendation, the Board has included the Original Term and Condition, followed by the REVISED Term or Condition, with deletions to the Term or Condition identified by strike through text and additions to the text identified in bold and underlining. Upon issuance of an amendment to the Project Certificate, the Proponent is required to comply with the text of the REVISED Term or Condition.

NEW Term or Condition: Where, upon reconsideration, the Board has recommended that the Project Certificate be amended by adding a new Term and Condition and the Minister has accepted the Board's recommendation, the Board has added the Term or Condition to the relevant section, has identified the Term or Condition as NEW and has added an alphabetical listing to the existing numbered Term or Condition immediately preceding the NEW Term or Condition. Upon issuance of an amendment to the Project Certificate, the Proponent is also required to comply with any NEW Terms or Conditions added to the Project Certificate.

VARIED Term or Condition: Where the Minister has varied the Board's recommendations for a Term or Condition; the Board has identified the VARIED Term or Condition, with deletions to the Term or Condition identified by strike through text and additions to the text identified in bold and underlining. Upon issuance of an amendment to the Project Certificate, the Proponent is required to comply with the text of the VARIED Term or Condition.

REVISED AND VARIED Term or Condition: Where, upon reconsideration, the Board has recommended an amendment to the Terms or Conditions in the Project Certificate and the Minister has varied the Board's amendment recommendation the Board has identified the Term or Condition as REVISED by the Board and VARIED by the Minister, with deletions to the Term or Condition identified by strike through text and additions to the text identified in bold and underlining. Upon issuance of an amendment to the Project Certificate, the Proponent is required to comply with the text of the REVISED AND VARIED Term or Condition.

Reporting Requirements: Sets out any specific reporting parameters required to measure achievement of objectives or to demonstrate compliance, as well as the required frequency of reporting. Consideration will be given to coordination of Project Certificate reporting requirements with reporting requirements as established by other regulatory instruments associated with the Project.

It should be noted that for some of the existing terms and conditions of Project Certificate No. 003, a non-binding **Commentary** section had also been added following the specific term and condition as an aid to interpretation. The Commentary

section reflects clarification of the term and condition, recording the common understanding and interpretation resulting from discussions and guidance provided at the Project Certificate Workshop held by teleconference on September 20, 2016. The Commentary section is offered as a reference only and is not legally binding; in the event of a conflict between the wording in the Project Certificate and the clarification provided in the Commentary, the express wording of the Project Certificate prevails.

3.4 Flexibility

It is acknowledged that the NIRB's monitoring program will have varying requirements over the course of the Project lifecycle, and that monitoring requirements will apply from construction to eventual abandonment and reclamation. In areas where there may be a need for flexibility in relation to the terms and conditions of the Project Certificate or their application, the NIRB has endeavoured to reflect this in the associated language and/or acknowledge that objectives may be achieved through various means.

The NIRB retains the ability to give additional clarification or direction on an ongoing basis through its Monitoring Officer, with respect to compliance requirements for the Project. Upon request by the Proponent or other parties, the NIRB can provide additional clarification or direction regarding implementation of Project Certificate terms and conditions.

Where the objective of a Project Certificate term or condition can be achieved through more efficient alternate means, the Proponent is encouraged to consult with the NIRB (and other parties as required) to seek acceptance of proposed alternatives.

The NIRB has the authority to reconsider the terms and conditions of the Project Certificate to ensure that the terms and conditions are achieving their purpose. Clearly the NIRB expects the Proponent to meet its obligations under this Project Certificate, however, the NIRB may revisit the Project Certificate if the NIRB determines that the terms and conditions are not achieving their purpose.

3.5 Enforcement

As noted in Section 12.10.3, where the terms and conditions of the Project Certificate are implemented or incorporated by reference into permits, certificates, licences or other governmental approvals, the enforcement of the terms and conditions included in that authorization remains with the agency responsible for the authorization (i.e., Authorizing Agency). In addition, under Part 8, Article 12 of the NLCA, if the Board determines that these terms and conditions are not achieving their purpose for any reason, including instances of significant non-compliance, the NIRB may revisit the terms and conditions contained in the Project Certificate.

4.0 Project Specific Terms and Conditions

In addition to the project specific terms and conditions below, **the Proponent** must comply with or obtain all applicable licenses, orders, permits, directions, which may result from but not be limited to, legislation identified in Appendix B and C.

In the event of a conflict between Appendix A and the Terms and Conditions of the Project Certificate, the Terms and Conditions of the Project Certificate prevail. Also, in the event of a conflict with the “*Commentary*” and the Terms and Conditions, the Terms and Conditions prevail. (The “*Commentary*” is not to be construed as legally binding)

The Proponent will be involved in the monitoring program as found in Appendix D to this project certificate. Appendix D will be provided by NIRB within six (6) months of issuance of all regulatory authorizations.

The NIRB further notes the removal of term and condition 9 from Project Certificate No. 003 for the Doris North Gold Mine, as it will no longer be applicable to the project as a result of the 2015 Amendment.

Proponent's Commitments:

1. ~~The commitments in the Final Hearing Report as Appendix A (see Appendix A of Project Certificate): MHBL Commitments from the Final Environmental Impact Statement Review, are incorporated herein and must be met.~~

REVISED Term and Condition No. 1	1
Category:	General
Responsible Parties:	The Proponent, Kitikmeot Inuit Association, Nunavut Impact Review Board, Government of Nunavut, Environment and Climate Change Canada, Fisheries and Oceans Canada, Indigenous and Northern Affairs Canada, Health Canada, Natural Resources Canada, and Transport Canada
Project Phase:	All Phases
Objective:	To capture the commitments that were made by the Proponent at the Final Hearing <u>and any new commitments that have been made in association with project amendments</u>
Term or Condition:	The commitments in the Final Hearing Report as Appendix A (see Appendix A of Project Certificate): MHBL the Proponent Commitments from the Final Environmental Impact Statement Review are incorporated herein and must be met.
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB.

*Commentary: The commitments in the Final Hearing Report as Appendix A includes the addendum to the Final Hearing Report dated June 22, 2006 **and the***

commitments made in the 2015 Amendment application and associated Public Hearing Report dated June 13, 2016.

2. ~~The commitments in the Final Hearing Report as Appendix B (see Appendix A of Project Certificate): MHL Commitments from the Final Hearing, are incorporated herein and must be met.~~

REVISED Term and Condition No. 2	2
Category:	General
Responsible Parties:	The Proponent, Nunavut Impact Review Board, Kitikmeot Inuit Association, Government of Nunavut, Environment and Climate Change Canada, Fisheries and Oceans Canada, Health Canada, Indigenous and Northern Affairs Canada, and Natural Resources Canada
Project Phase:	All Phases
Objective:	To capture the commitments Miramar presented as Exhibit 37 at the Final Hearing for the Doris North project
Term or Condition:	The commitments in the Final Hearing Report as Appendix B (see Appendix A of Project Certificate): MHL the Proponent Commitments from the Final Hearing and any project amendments , are incorporated herein and must be met.
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB.

3. ~~MHL must obtain all required federal and territorial permits and other approvals and shall comply with such permits and approvals.~~

REVISED Term and Condition No. 3	3
Category:	Proponent Commitments
Responsible Parties:	The Proponent
Project Phase:	All Phases
Objective:	To ensure all permits are obtained for the Project and any Project amendments
Term or Condition:	MHL The Proponent must obtain all required federal and territorial permits and other approvals and shall comply with such permits and approvals.
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB.

NIRB's Commitments:

4. NIRB will require a full time Monitoring Officer to monitor the Project as it proceeds and to analyze the success of the Terms and Conditions as the Project becomes operational, and beyond, to closure and reclamation.

The Assessment of Alternatives to Tail Lake for Tailings Disposal:

- ~~5. MHBL shall report by January 1st of each calendar year to NIRB on MHBL's development plan for future phases of the Hope Bay Belt, including identifying development plans that may affect the selection of Tail Lake as the preferred alternative for tailings management.~~

REVISED Term and Condition No. 5	5
Category:	The Assessment of Alternatives to Tail Lake for Tailings Disposal
Responsible Parties:	The Proponent
Project Phase:	Construction, Operation, and Care and Maintenance
Objective:	To minimize the damage to the environment by minimizing the effects decisions being made today have on the alternatives for tomorrow. Also to facilitate the development of precautionary thresholds to assist with monitoring and detecting potentially significant changes in the region.
Term or Condition:	MHBL The Proponent shall report by January 1 st of each calendar year to NIRB on MHBL's development plan for future phases of the Hope Bay Belt, including identifying development plans that may affect the selection of Tail Lake Tailings Impoundment Area as the preferred alternative for tailings management.
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB.

New Commentary: The location of the Tailings Impoundment Area for the Project has been selected and included in the Metal Mining Effluent Regulations.

- ~~6. MHBL shall immediately notify NIRB of any further alternatives assessments of the Tail Lake tailings impound area, if that analysis concludes that Tail Lake may no longer be the preferred option for tailings disposal.~~

REVISED Term and Condition No. 6	6
Category:	The Assessment of Alternatives to Tail Lake for Tailings Disposal
Responsible Parties:	The Proponent
Project Phase:	Pre-construction, construction, operations

Objective:	To notify parties of changes due to future developments <u>in the Hope Bay Belt</u>
Term or Condition:	MHBL The Proponent shall immediately notify the NIRB of any further alternatives assessments undertaken for the Tail Lake Tailings Impoundment Area , if that analysis concludes that Tail Lake may no longer be the preferred option for tailings disposal or any modifications to the physical area, tailings volumes, or method of containment.
Reporting Requirements:	To be reported to the NIRB as appropriate and included in the Proponent's annual reporting to the NIRB as required.

New Commentary: *Tail Lake has been selected as the Tailings Impoundment Area for the Doris North Project. The NIRB would expect that the Proponent, as soon as reasonable, would notify it of modifications to the Tailings Impoundment Area. Further, due to the phased nature of project development along the Hope Bay Belt, the applicability of this condition may be considered in relation to subsequent development applications.*

7. ~~MHBL shall meet immediately with Environment Canada and the Department of Fisheries and Oceans Canada to ensure the information required for Schedule 2 of the Metal Mining Effluent Regulations can be processed according to law.~~

REVISED Term and Condition No. 7	7
Category:	The Assessment of Alternatives to Tail Lake for Tailings Disposal
Responsible Parties:	The Proponent, Environment and Climate Change Canada, and Fisheries and Oceans Canada
Project Phase:	All phases
Objective:	To ensure that tailings is disposed of responsibly and monitored appropriately throughout the life of the Doris North project.
Term or Condition:	MHBL The Proponent shall meet immediately with Environment and Climate Change Canada and the Department of Fisheries and Oceans Canada to ensure the information required for Schedule 2 of the Metal Mining Effluent Regulations can be processed according to law.
Reporting Requirements:	<u>To be reported to the NIRB as appropriate and included in the Proponent's annual reporting to the NIRB as required.</u>

New Commentary: *Tail Lake ~~has been~~was added to Metal Mining Effluent Regulations as a Tailings Impoundment Area under Schedule 2.*

Tail Lake Water Quality and Water Management Strategy:

Monitoring:

8. ~~MHBL will fund and install a weather station at the mine site to collect atmospheric data, including air temperature and precipitation. The design and location of this station shall be developed in consultation with Environment Canada officials.~~

REVISED Term and Condition No. 8	8
Category:	Tail Lake Water Quality and Water Management Strategy
Responsible Parties:	The Proponent and , Environment and Climate Change Canada, and Indigenous and Northern Affairs Canada
Project Phase:	All phases
Objective:	To obtain real time weather data at the Doris North project site
Term or Condition:	MHBL The Proponent will fund and install a weather station at the mine site to collect atmospheric data, including air temperature and precipitation. The design and location of this station shall be developed in consultation with Environment and Climate Change Canada (ECCC) officials.
Reporting Requirements:	To be reported to the Board on an annual basis

Commentary: Prior to closure and reclamation, ~~the~~ NIRB expects ~~the Proponent~~ to undertake consultation with appropriate agencies including ~~Indigenous and Northern Affairs Canada and Environmental~~ and Climate Change Canada, to discuss the possibility of the continued operation of the station, including transfer of ownership, for the collection of regional meteorological data. [Installation and operation of the real time weather station has occurred on site.](#)

9. REMOVAL OF TERM AND CONDITION, AS WELL AS COMMENTARY

~~MHBL will fund and install an on-site laboratory for continuous and real-time monitoring of water quality contained within Tail Lake and Doris Creek after discharge. This will be done prior to the commencement of operations. The laboratory shall be certified, with standards to include the calibration of water quality monitoring instruments. MHBL shall file proof of application to become accredited, upon the request of the NWB or NIRB's Monitoring Officer.~~

Commentary: ~~The laboratory certification should be appropriate for environmental (water quality) analysis purposes. Parameters to be analysed shall be set by the NWB.~~

10. ~~Upon the commencement of operations, MHBL shall ensure that the monitoring of Tail Lake and Doris Creek water quality, above and below the waterfall, be verified and reported to NIRB three times during discharge by an independent, third party laboratory. The sampling must be carried out independently or supervised in which case MHBL must provide the sampling~~

and delivery of samples to the independent, third party laboratory, with copies of the results directly to the NWB and NIRB's Monitoring Officer.

REVISED Term and Condition No. 10	10
Category:	Tail Lake Water Quality and Water Management Strategy
Responsible Parties:	The Proponent
Project Phase:	Post-closure
Objective:	To ensure water quality and compare these effects to the impact predictions in the 2005 FEIS and 2015 Amendment Application
Term or Condition:	Upon the commencement of operations, MHBL Should water from the Tailings Impoundment Area be discharged into Doris Creek, the Proponent shall ensure that monitoring of Tail Lake and Doris Creek water quality occurs, above and below the waterfall, and is verified and reported to the NIRB three times by an independent, third party laboratory. The sampling must be carried out independently or supervised in which case MHBL must provide the sampling and delivery of samples to the independent, third party laboratory, Proponent must provide with copies of the results directly to the NIRB and NIRB's Monitoring Officer.
Reporting Requirements:	To be included in the NIRB's annual reporting and information collected used to update other reports to be submitted to the NIRB.

*Commentary: ~~The NIRB's preference is for independent, third party sampling. InAs the case where~~ **MHBL the Proponent** collects its own samples, the sampling shall be conducted in accordance with a methodology approved by the **Nunavut Water Board** through a Quality Assurance/Quality Control ("QA/QC") plan and must be submitted to an independent third party laboratory for analysis. ~~For Tail Lake the commencement of operations is defined as when tailing are deposited into the lake. For Doris Creek, the commencement of operations is defined as the time at which discharges from Tail Lake begin.~~*

11. ~~Monitoring information collected under this approval shall contain the following information:~~

- ~~a. The person(s) who performed the sampling or took measurements;~~
- ~~b. Date, time, and place of sampling or measurement;~~
- ~~c. Date of analysis;~~
- ~~d. Name of the person who performed the analysis;~~
- ~~e. Analytical methods or techniques used; and~~
- f. Results of any analysis.

REVISED Term and Condition No. 11	11
Category:	Tail Lake Water Quality and Water Management Strategy
Responsible Parties:	The Proponent
Project Phase:	All phases
Objective:	Quality control and quality assurance
Term or Condition:	Monitoring information collected under this approval shall contain the following information: <ul style="list-style-type: none"> a. The Person(s) who performed the sampling or took measurements b. Date, time, and place of sampling or measurement; c. Date of analysis d. Name of the person laboratory who performed the analysis; e. Analytical methods or techniques used; and f. Results of any analysis
Reporting Requirements:	To be stored onsite

~~12. The results and records of any monitoring, data, or analysis shall be kept for a minimum of the life of the project including closure and post closure monitoring. This time period shall be extended if requested by NIRB, DFO, EC or the NWB.~~

REVISED Term and Condition No. 12	12
Category:	Tail Lake Water Quality and Water Management Strategy
Responsible Parties:	The Proponent
Project Phase:	All phases
Objective:	Quality control
Term or Condition:	The results and records of any monitoring, data, or analysis shall be kept for a minimum of the life of the project including closure and post closure monitoring. This time period shall be extended if requested by the Nunavut Impact Review Board, the Nunavut Water Board, Environment and Climate Change Canada, and Fisheries and Oceans Canada NIRB, DFO, EC or the NWB.
Reporting Requirements:	To be included in the annual report to the Board

Commentary: The NIRB's Monitoring Officer, consulting with Government Officials, will provide guidance on how results and records of any monitoring, data, or analysis will be presented.

General

13. ~~MHBL shall collect additional water quality data for the 2006 field season and incorporate it into a revised water quality model to be submitted to the NWB as part of the water licence application. MHBL will meet discharge criteria on a site specific basis set by the NWB where possible, for the protection of the receiving environment at the point of discharge.~~

REVISED Term and Condition No. 13	13
Category:	General
Responsible Parties:	The Proponent, Environment and Climate Change Canada, <u>and</u> Indigenous and Northern Affairs Canada
Project Phase:	All phases
Objective:	Collect additional information due to uncertainty in water management
Term or Condition:	<p>MHBL The Proponent shall collect additional water quality data for the 2006 field season and incorporate it into a revised water quality model to be submitted to the NWB as part of the water licence application. MHBL To ensure the protection of the receiving environment at the point of discharge, the Proponent will meet discharge criteria:</p> <ul style="list-style-type: none"> a. Where discharge is to the freshwater environment, on a site specific basis set by the Nunavut Water Board (NWB) where possible for the protection of the receiving environment at the point of discharge and as set by the Metal Mining Effluent Regulations (MMER); and, b. Where discharge is to Roberts Bay, discharge criteria set by the MMER and the Arctic Waters Pollution Prevention Act.
Reporting Requirements:	Include in water licence application to Nunavut Water Board and included in the Proponent's annual report to the NIRB.

Commentary: Collection and incorporation of the additional water quality data for the 2006 field season for the water quality model was completed.

14. ~~MHBL shall collect additional precipitation, evaporation and runoff data and incorporate it into a revised water balance to be submitted to the NWB as part of the water licence application.~~

REVISED Term and Condition No. 14	14
Category:	General
Responsible Parties:	The Proponent and the Nunavut Water Board
Project Phase:	Pre-construction

Objective:	Collect additional information due to uncertainty in water management
Term or Condition:	MHBL The Proponent shall collect additional precipitation, evaporation and runoff data and incorporate it into a revised water balance to be submitted to the Nunavut Water Board (NWB) as part of the water licence application.
Reporting Requirements:	No reporting requirement

New Commentary: This obligation ~~has been~~was fulfilled and information was included in the application to the Nunavut Water Board.

15. ~~MHBL shall not permit the water discharged into Doris Creek to exceed the criteria set by the NWB.~~

REVISED Term and Condition No. 15	15
Category:	General
Responsible Parties:	The Proponent and the Nunavut Water Board
Project Phase:	Pre-construction, construction, closure, post closure
Objective:	To monitor the environmental impacts of the effluent in the Tailings Impoundment Area and Doris Creek <u>and compliance with discharge criteria.</u>
Term or Condition:	MHBL The Proponent shall not be permit the water discharged into Doris Creek to exceed the criteria set by the NWB.
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB

Commentary: This does not preclude the Proponent from meeting the requirements of the Metal Mining Effluent Regulations.

16. ~~MHBL shall take all reasonable steps to prevent any Tail Lake discharge in violation of the Project Certificate or regulatory approvals that may have any likelihood of negatively affecting the environment including wildlife, fisheries, aquatics, and human health. If such a situation is encountered, MHBL shall take immediate action to remedy the violation. If requested by the NWB, MHBL shall accelerate testing or monitoring to determine the nature of any such discharge and its impact or harm to the environment.~~

REVISED Term and Condition No. 16	16
Category:	General
Responsible Parties:	The Proponent, Nunavut Water Board, Nunavut Impact Review Board, and Environment and Climate Change Canada, <u>and Indigenous and Northern Affairs Canada</u>
Project Phase:	All Phases

Objective:	To monitor the environmental impacts of the effluent in the Tailings Impoundment Area and Doris Creek and compare these effects to the impact predictions in the 2005 FEIS and the 2015 Amendment Application.
Term or Condition:	MHBL The Proponent shall take all reasonable steps to prevent any Tail Lake discharge in violation of the Project Certificate or regulatory approvals that is not in compliance with applicable regulatory approvals or requirements , may have any likelihood of negatively affecting the environment including wildlife, fisheries, aquatics, and human health. If such a situation is encountered, MHBL the Proponent shall take immediate action to address the non-compliant discharge , remedy the violation. If requested by the NWB, MHBL shall accelerate testing or monitoring to determine the nature of any such discharge and its impact or harm to the environment.
Reporting Requirements:	To be reported on an as needed basis and included in the Proponent's annual reporting to the NIRB.

17. ~~MHBL shall report any upset, exceedances, or compliance problem not only to regulatory agencies as required by law, but shall also report the same to NIRB's Monitoring Officer.~~

REVISED Term and Condition No. 17	17
Category:	General
Responsible Parties:	The Proponent
Project Phase:	All phases
Objective:	To ensure timely notification of incidents on site
Term or Condition:	MHBL The Proponent shall report any upset, exceedances, or compliance problem not only to regulatory agencies as required by law, but shall also report the same to the Nunavut Impact Review Board's NIRB's Monitoring Officer.
Reporting Requirements:	To be reported on an as needed basis and included in the Proponent's annual reporting to the NIRB.

18. ~~MHBL shall submit to the NWB, as part of the water licence application, a program detailing the methodology for testing quarried rock for acid generation and metal leaching potential. The sampling, testing and analysis must be done by a professional geologist registered in Nunavut.~~

REVISED Term and Condition No. 18	18
Category:	General

Responsible Parties:	The Proponent, Nunavut Impact Review Board, and Nunavut Water Board , Kitikmeot Inuit Association, and Natural Resources Canada
Project Phase:	All phases
Objective:	To assess and mitigate impacts of acid rock generation and metal leaching
Term or Condition:	MHBL The Proponent shall submit to the Nunavut Water Board (NWB), as part of the water licence application, a program detailing the methodology for testing quarried rock for acid generation and metal leaching potential. The sampling, testing, and analysis must be done by a professional geologist registered in Nunavut.
Reporting Requirements:	To be reported to the NIRB as required

Commentary: The Nunavut Impact Review Board (NIRB) expects any methodology to be certified by a Registered Professional and approved by the Nunavut Water Board. The NIRB expects that any analysis of laboratory results must also be done by a Registered Professional. The designation of Registered Professional refers to all those professionals registered with the Northwest Territories and Nunavut Association of Professional Engineers, Geologists, and Geophysicists (NAPEGG). This obligation is complete but should continue to be updated as required.

Design of the Jetty and Related Issues:

~~18.19. MHBL shall install thermistor cables and temperature loggers in the jetty foundation. MHBL shall monitor the effects of the jetty on shallow water permafrost through operations and report the results of the monitoring collection to NIRB's Monitoring Officer.~~

REVISED Term and Condition No. 19	19
Category:	Design of the Jetty and Related Issues
Responsible Parties:	The Proponent
Project Phase:	All phases
Objective:	To monitor the impacts of the jetty on shallow water permafrost and compare to predations in 2005 FEIS and the 2015 Amendment Application
Term or Condition:	MHBL The Proponent shall install thermistor cables and temperature loggers in the jetty foundation as well as the new jetty foundation . MHBL The Proponent shall monitor the effects of the jetty on shallow water permafrost through operations, until such time as the Nunavut Impact Review Board (NIRB) determines that such monitoring is no longer necessary , and report the results of the monitoring collection to NIRB's Monitoring Officer.

Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB
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Commentary: [*The new jetty is defined as the marine outfall berm.*](#)

~~NIRB's Monitoring Officer will provide guidance to MHBL on data reporting requirements and will, in consultation with MHBL, distribute MHBL's data to interested Parties including NRCan. Deleted commentary~~

~~19.20. MHBL shall ensure the use of containment booms and berms to control potential spills whenever fuel and or waste is transferred between a barge and the shore. MHBL shall ensure spill kits are at hand at these locations at all times.~~

REVISED Term and Condition No. 20	20
Category:	Design of the Jetty and Related Issues, Accidents and Malfunctions
Responsible Parties:	The Proponent and Transport Canada
Project Phase:	All Phases
Objective:	To prevent or limit potential for ecosystemic effects in the event of fuel or waste spills
Term or Condition:	<p>MHBL shall ensure the use of containment booms and berms to control potential spills whenever fuel and or waste is transferred between a barge and the shore.</p> <p>MHBL shall ensure spill kits are at hand at these locations at all times.</p> <p>The Proponent shall ensure spill kits are at hand at the Roberts Bay oil handling facility at all times, and that appropriate containment measures are used in the event of a spill in accordance with the most recent version of the Oil Pollution Emergency Plan and Oil Pollution Prevention Plan reviewed by Transport Canada.</p>
Reporting Requirements:	N/A

Commentary: [*The NIRB notes that term and condition 20 and term and condition 33 are expected to work together as one refers to the Roberts Bay jetty and one the transfer and handling of fuel on site.*](#)

~~20.21. MHBL shall consult with local Elders, KIA and NTL to determine if the jetty should be dismantled. The final Closure and Reclamation Plan, if it proceeds, must explain the consultation process used for the jetty and provide a summary of the issues identified during consultation.~~

REVISED Term and Condition No. 21	21
Category:	Design of the Jetty and Related Issues
Responsible Parties:	The Proponent, Kitikmeot Inuit Association, and Nunavut Tunngavik Incorporated
Project Phase:	Closure and post closure
Objective:	To ensure a smooth transfer of ownership should the jetty remain for use of the public post closure of the Project.
Term or Condition:	MHBL The Proponent shall consult with Elders, the Kitikmeot Inuit Association KIA and Nunavut Tunngavik Incorporated NTH to determine <i>if</i> the jetty should be dismantled. The final Closure and Reclamation Plan, if it proceeds, must explain the consultation process used for the jetty and provide a summary of the issues used for the jetty and provide a summary of the issues identified during consultation.
Reporting Requirements:	To be reported by the Proponent prior to closure commencing

*Commentary: NIRB has already considered these components and as quoted by the Minister in his letter to NIRB dated July 28, 2006 "...further review under Article 12 would only be required if substantive changes were proposed that would significantly modify the project." Also, ~~MHBL~~ **the Proponent** is expected to submit the summary of issues identified during consultation to NIRB's Monitoring Officer.*

Wildlife Mitigation and Monitoring Plan including Cumulative Effects Assessment:

~~21.22. MHBL, in consultation with GN-DoE and KIA, shall immediately begin the design and implementation of baseline data collection methods to establish both the wolverine and grizzly bear population of the Hope Bay Belt region. Any baseline data results shall be reported to NIRB's Monitoring Officer.~~

REVISED Term and Condition No. 22	22
Category:	Wildlife Mitigation and Monitoring Plan including Cumulative Effects Assessment
Responsible Parties:	The Proponent, Government of Nunavut-Department of Environment, and Kitikmeot Inuit Association
Project Phase:	Pre-construction, construction
Objective:	To collect baseline information on wolverine and grizzly bear populations in the area in order to assess impacts of the Project
Term or Condition:	MHBL The Proponent , in consultation with Government of Nunavut-Department of Environment GN-DoE and Kitikmeot Inuit Association, KIA , shall immediately begin

	the design and implementation of baseline data collection methods to establish both the wolverine and grizzly bear population of the Hope Bay Belt region. Any baseline data results shall be reported to NIRB's Monitoring Officer.
Reporting Requirements:	To be included in the Proponent's annual wildlife report to the NIRB

New Commentary: The Proponent ~~shall~~ has collected the baseline data ~~continues~~ to collect ongoing monitoring data and the results are incorporated as appropriate into the Proponent's Wildlife Mitigation and Management Plan.

~~22.23. MHL shall designate one of its employees as a primary wildlife contact for the mine, who will work with NIRB's Monitoring Officer and regulatory officials in communicating on-site activities and to fulfill reporting requirements.~~

REVISED Term and Condition No. 23	23
Category:	Wildlife Mitigation and Monitoring Plan including Cumulative Effects Assessment
Responsible Parties:	The Proponent
Project Phase:	All phases
Objective:	To assess the impacts of the Project on wildlife and compare these effects to the impact predictions in the 2005 Doris North Final Environmental Impact Statement and the 2015 Amendment Application
Term or Condition:	MHL The Proponent shall designate one of its employees as a primary wildlife contact for the mine, who will work with the Nunavut Impact Review Board's NIRB's Monitoring Officer and regulatory officials in communicating on-site activities and to fulfill reporting requirements.
Reporting Requirements:	To be included in the Proponent's annual report and annual wildlife report to the NIRB

~~23.24. As part of the training for MHL's on-site wildlife specialist, MHL shall provide training to that person in areas of bear encounters and safety, effects of noise on wildlife, recording wildlife sightings, waste management, records management, and reporting to NIRB's Monitoring Officer and regulatory officials.~~

REVISED Term and Condition No. 24	24
Category:	Wildlife Mitigation and Monitoring Plan including Cumulative Effects Assessment
Responsible Parties:	The Proponent
Project Phase:	All phases

Objective:	To ensure staff are prepared and are following commitments made for the Project
Term or Condition:	As part of the training for MHBL's the Proponent's on-site wildlife specialist, MHBL and the Proponent shall provide training to that person in areas of bear encounters and safety, effects of noise on wildlife, recording wildlife sightings, waste management, records management, and reporting to the Nunavut Impact Review Board's NIRB's Monitoring Officer and regulatory officials.
Reporting Requirements:	To be included in the Proponent's annual report and annual wildlife report to the NIRB as required.

~~24.25. MHBL shall file a monitoring plan focused on assessing and mitigating interaction between humans and wildlife at the mine site, including associated infrastructure such as the TIA (Tailings Impoundment Area), roads, and activity at the waterfall. A quarterly report must be sent to NIRB's Monitoring Officer on interactions that have occurred, any effect the interaction may have had on humans and wildlife, and mitigation measures taken to avoid similar interactions in the future.~~

REVISED Term and Condition No. 25	25
Category:	Wildlife Mitigation and Monitoring Plan including Cumulative Effects Assessment
Responsible Parties:	The Proponent
Project Phase:	All phases
Objective:	To assess the impacts of the Project on the wildlife and compare these effects to the impact predicted in the 2005 FEIS and the 2015 Amendment Application
Term or Condition:	The Proponent shall file a monitoring plan focused on assessing and mitigating interaction between wildlife and humans at the mine site, including associated infrastructure such as the TIA (Tailings Impoundment Area), roads, and activity at the waterfall and Roberts Bay. A quarterly report An annual report must be sent by March 30 each year to NIRB's Monitoring Officer on interactions that have occurred, any effect the interaction might have had on humans and wildlife, and mitigation measures taken to avoid similar interactions in the future. The Proponent shall file a report to NIRB within 48 hours should any incident occur which results in wildlife mortality.
Reporting Requirements:	To be included in the Proponent's annual wildlife report and annual report as appropriate to the NIRB

Commentary: The NIRB would expect that the reporting be coordinated with the legislated requirement for TMAC Resources Inc. to report mortalities of grizzly

bear, Polar Bear, muskox, caribou, wolf, and Wolverine to the local conservation officer in Cambridge Bay.

~~25.26. MHL shall consult with local Elders, Kitikmeot Hunters and Trappers Organizations, the Nunavut Wildlife Management Board, GN-DoE, and NIRB's Monitoring Officer to review and discuss the results of wildlife monitoring and develop mitigation measures, including measures to discourage wildlife and birds from coming into contact with Tail Lake and contaminated areas of the mill site. MHL shall incorporate a plan for this consultation into a revised Wildlife Monitoring and Mitigation Plan.~~

REVISED Term and Condition No. 26	26
Category:	Wildlife Mitigation and Monitoring Plan including Cumulative Effects Assessment
Responsible Parties:	The Proponent
Project Phase:	All phases
Objective:	To alleviate concerns related to wildlife on the Project site
Term or Condition:	MHL The Proponent shall consult with local Elders, Kitikmeot Hunters and Trappers Organizations, the Nunavut Wildlife Management Board, Government of Nunavut- Department of Environment GN-DoE, Environment and Climate Change Canada, and the Nunavut Impact Review Board's NIRB's Monitoring Officer to review and discuss the results of wildlife monitoring and develop mitigation measures, including measures to discourage wildlife and birds from coming into contact with Tail Lake the Tailings Impoundment Area and contaminated areas of the mill site. MHL The Proponent shall incorporate a plan for this consultation into a reviewed Wildlife Monitoring and Mitigation Plan.
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB

~~Commentary: Consultation under this section should include EG~~ **Delete commentary**

~~27. MHL shall update and revise the Wildlife Mitigation and Monitoring Plan to reflect these terms and conditions and shall submit the revised Wildlife Mitigation and Monitoring Plan to NIRB. NIRB may consult with relevant Government departments and the Nunavut Wildlife Management Board prior to approving the revised Wildlife Mitigation and Monitoring Plan. The Wildlife Mitigation and Monitoring Plan must be submitted within three (3) months of the issuance of a Project Certificate and it must be approved by NIRB prior to the commencement of construction. MHL must also submit an updated plan on an annual basis which must also be approved by NIRB.~~

REVISED Term and Condition No. 27	27
Category:	Wildlife Mitigation and Monitoring Plan including Cumulative Effects Assessment
Responsible Parties:	The Proponent
Project Phase:	All phases
Objective:	To assess the environmental impact of the Project on wildlife and compare these effects to the impact predicted in the 2005 FEIS and the 2015 Amendment Application
Term or Condition:	MHBL The Proponent shall update and revise the Wildlife Mitigation and Monitoring Plan (WMMP) to reflect those Project terms and conditions and shall submit the reviewed revise the Wildlife Mitigation and Monitoring Plan and submit to the Nunavut Impact Review Board (NIRB) for review. The NIRB may consult with relevant Government departments and the Nunavut Wildlife Management Board prior to approving the revised WMMP Wildlife Mitigation and Monitoring Plan. The revised WMMP Wildlife Mitigation and Monitoring Plan must be submitted within three (3) months after the updated Project Certificate is issued prior to the commencement of construction. MHBL The Proponent must also submit an updated plan on an annual basis which much also be approved by NIRB.
Reporting Requirements:	The Proponent is to report to the NIRB <u>in its annual report</u> quarterly and annually

Commentary: ~~NIRB expects the annual plan to include the quarterly plans and the fourth quarter report then becomes part of the annual report.~~ Monitoring measures included in the Wildlife Mitigation and Monitoring Plan should be appropriate to confirm impact predictions, monitoring impacts, and to support adaptive implementation of mitigation measures. Specific to caribou, during construction and operations the Proponent must annually review relevant available data from on site and caribou collar data and shall consider revisions to the Wildlife Mitigation and Monitoring Plan.

The Socio-Economic Impact of the Project on Affected Communities of Nunavut:

~~26.28. Within six (6) months of the issuance of a Project Certificate, a Hope Bay Belt Socio-Economic Monitoring Committee ("SEMC") shall be formed to supplement, not duplicate areas covered by the Inuit Impact Benefit Agreement negotiated for this project. In order to ensure consistent data collection and tracking of data trends in a comparable form to be shared at the regional level and to minimize the duplication of efforts, the composition of the SEMC should include the same membership as the Kitikmeot Socio-Economic Monitoring Committee approved by the Minister. Additionally, the SEMC must engage the affected communities of Cambridge Bay, Kugluktuk, Gjoa Haven,~~

Taloyoak, and NIRB's Monitoring Officer, and consider concerns from Bathurst Inlet and Omingmaktok. In consultation with these parties and immediately upon the SEMC's formation, MHBL shall provide the terms of reference for a socio-economic monitoring program to the SEMC for review and subsequent direction by NIRB. The terms of reference are to include the role of MHBL in data collection and analysis; the key socio-economic indicators to be monitored; the reporting requirements; and the funding formula.

REVISED Term and Condition No. 28	28
Category:	Socio-Economic Impacts
Responsible Parties:	The Proponent, the Government of Nunavut, and Indigenous and Northern Affairs Canada, and the Kitikmeot Inuit Association
Project Phase:	All Phases
Objective:	To assess the socio-economic impact of the Project on affected communities of Nunavut and compare these effects to the impact predictions in the 2005 FEIS and the 2015 Amendment Application
Term or Condition:	<p>Within six (6) months of the issuance of a Project Certificate, a Hope Bay Belt Socio-Economic Monitoring Committee ("SEMC") shall be formed to supplement, not duplicate areas covered by the Inuit Impact Benefit Agreement negotiated for this project. In order to ensure consistent data collection and tracking of data trends in a comparable form to be shared at the regional level and to minimize the duplication of efforts, the composition of the SEMC should include the same membership as the Kitikmeot Socio-Economic Monitoring Committee approved by the Minister</p> <p>The Hope Bay Belt Socio-Economic Monitoring Committee is continued and renamed as the Hope Bay Socio-Economic Working Group. The invited members of the Hope Bay Socio-economic Working Group shall include the Proponent, the Government of Nunavut, Indigenous and Northern Affairs Canada, and the Kitikmeot Inuit Association and any other invitees the members of the Working Group may, from time to time invite to participate.</p> <p>The central focus of the Hope Bay Socio-Economic Working Group shall be on collaborating to ensure that the Hope Bay Socio-Economic Monitoring Plan provides for appropriate Project-specific socio-economic effects monitoring as required throughout the life of the Project. The Hope Bay Socio-Economic Monitoring Plan shall apply to the Project as described in both the 2005 FEIS and the 2015 Amendment Application.</p>

	<p>The Proponent, reflecting the input of the Hope Bay Socio-Economic Working Group shall produce an annual Hope Bay Socio-Economic Monitoring Plan report.</p> <p>Additionally, the SEMC must engage the affected communities of Cambridge Bay, Kugluktuk, Gjoa Haven, Taloyoak, and NIRB's Monitoring Officer, and consider concerns from Bathurst Inlet and Omingmaktok. In consultation with these parties and immediately upon the SEMC's formation, MHBL shall provide the terms of reference for a socio-economic monitoring program to the SEMC for review and subsequent direction by NIRB. The terms of reference are to include the role of MHBL in data collection and analysis; the key socio-economic indicators to be monitored; the reporting requirements; and the funding formula.</p>
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB.

Commentary: [The](#) NIRB strongly suggests the use of a standardized reporting template to ensure consistent data collection and tracking of data trends in a comparable form to be shared upon request at the regional level and to minimize the duplication of efforts.

Noise:

~~27.29. MHBL shall develop and implement a noise abatement plan to protect people and wildlife from mine activity noise, including blasting, drilling, equipment, vehicles and aircraft. The noise abatement plan will be developed in consultation with GN-DoE, EC and HC, and includes: restrictions on blasting and drilling when migrating caribou, birds or local carnivores may be affected; the establishment of strict standards for noise levels; use of equipment and vehicles with the best noise attenuation devices; when practical, the use of fences or berms around noisy machinery or sites; flight corridor restrictions over sensitive areas with known concentrations of wildlife and birds whenever possible; and requiring with the exception of take off and approach for landing, a minimum flight altitude of 300 metres above ground level when flights to and from the mine site are passing near sensitive wildlife and bird areas. The noise abatement plan will also incorporate the use of sound meters to monitor sound levels at sites in and around the mine site and local study area. The location and design of the sound meters shall be selected in consultation with EC and set up immediately upon issuance of the Project Certificate for the purpose of obtaining baseline data, and during and after operations. The final noise abatement plan shall be filed with NIRB's Monitoring Officer within six (6) months of the issuance of the Project Certificate.~~

REVISED Term and Condition No. 29	29
Category:	Noise
Responsible Parties:	The Proponent, Government of Nunavut-Department of Environment, Environment and Climate Change Canada, Health Canada, Fisheries and Oceans Canada, <u>and</u> Workers Compensation Board
Project Phase:	All phases
Objective:	To assess noise impacts of the Project on wildlife and humans and compare these effects to the impact predictions in the 2005 FEIS and the 2015 Amendment Application.
Term or Condition:	MHBL The Proponent shall develop and implement a noise abatement plan to protect people and wildlife from mine activity noise, including blasting, drilling, equipment, vehicles and aircraft. The noise abatement plan will be developed in consultation with <u>the Government of Nunavut-Department of Environment, Environment and Climate Change Canada, and Health Canada</u> GN-DoE, EC and HC, and should be updated on an as required basis. includes: restriction on blasting and drilling when migrating caribou, birds or local carnivores may be affected; the establishment of strict standard for noise level; use of equipment and vehicles with the best noise attenuation devices; when practical, the use of fences or berms around noisy machinery or sites; flight corridor restrictions over sensitive areas with known concentrations of wildlife and birds whenever possible; and requiring with the exception of take off and approach for landing, a minimum flight altitude of 300 meters above ground level when flights to and from the mine site are passing near sensitive wildlife and birds areas. The noise abatement plan will also incorporate the use of sound meters to monitor sound levels at sites in and around the mine site and local study area. The location and design of the sound meters shall be selected in consultation with EC and set up immediately upon issuance of the Project Certificate for the purpose of obtaining baseline data, and during and after operations. The final noise abatement plan shall be filed with NIRB's Monitoring Officer within six (6) months of the issuance of the Project Certificate.
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB

Commentary: The Local Study Area refers to the combined spatial boundaries set by the Proponent in its **Final Environmental Impact Statement** for each sensitive **Valued Ecosystemic Component** including arctic char, lake trout, lake whitefish, ninespine stickleback, caribou, grizzly bear, wolverine, upland breeding birds,

waterfowl, and raptors. Also the noise abatement plan will consider potential blasting time restrictions with **Fisheries and Oceans Canada's** (DFO) Guidelines for the Use of Explosives In or Near Canadian Fisheries Waters (Wright and Hopky, 1998) as modified by DFO for use in the North. **MHBL** The Proponent should also consult with Health Canada, the **Government of Nunavut-Department of Environment**, and the Workers Compensation Board in locating and designing the sound meters.

Air Quality:

~~28.30.~~ ~~MHBL will install and fund an atmospheric monitoring station. This station and its location shall be developed in consultation with EC and HC air quality officials and focus on particulates of concern generated at the mine site. The results of air-quality monitoring are to be reported every six (6) months to NIRB through the Monitoring Officer, and from there to all of the parties.~~

REVISED Term and Condition No. 30	30
Category:	Air Quality
Responsible Parties:	The Proponent, Environment and Climate Change Canada
Project Phase:	All Phases
Objective:	To assess air quality impact of the Project in the project area and compare these effects to the impact predictions in the 2005 FEIS and the 2015 Amendment Application
Term or Condition:	MHBL The Proponent will install and fund an atmospheric monitoring station. This station and its location shall be developed in consultation with Environment and Climate Change Canada EC and Health Canada HC air quality officials and focus on particulates of concern generated at the mine site. The results of air-quality monitoring are to be reported every six (6) months to the Nunavut Impact Review Board NIRB through the Monitoring Officer, and from there to all of the parties.
Reporting Requirements:	Reported every six (6) months

Commentary: ~~The Nunavut Impact Review Board expects the Canada Wide Standards for Dioxins and Furans and the Canada Wide Standards for Mercury will apply and should be followed including stack testing of incinerators. Installation of T~~ **The Nunavut impact Review Board has noted that atmospheric monitoring station has been** was installed on-site **completed.**

Closure and Reclamation:

~~29.31. A complete Closure and Reclamation Plan prepared in accordance with the NWB requirements shall be filed by MHL at the time MHL makes application to the NWB for a water license for the mine.~~

REVISED Term and Condition No. 31	31
Category:	Closure and Reclamation
Responsible Parties:	The Proponent
Project Phase:	Operations, Care and Maintenance
Objective:	To ensure a plan was in place due to the short lifespan of the Project
Term or Condition:	The Proponent shall maintain a complete A complete Closure and Reclamation Plan on file with the prepared in accordance with the Nunavut Water Board NWB prepared in accordance with requirements of the Nunavut Water Board and other regulators. shall be filed by MHL the Proponent at the time MHL the Proponent makes application to the NWB for a water license for the mine.
Reporting Requirements:	The NIRB would require this prior to the closure as the mine is subject to NIRB Review.

~~**Commentary: The complete Closure and Reclamation Plan includes the jetty.**~~
Delete Commentary

Environment, Health and Safety Management System:

~~30.32. Prior to the commencement of operation MHL shall have a complete Environment, Health and Safety Management System in place which includes the following: Wildlife Mitigation and Monitoring Plan; Environmental Protection Plan; Emergency Response and Spill Contingency Plan; Occupational Health and Safety Plan; Reclamation Plan; Education and Orientation Plan; Human Resources Plan; Inuit Involvement Plan; Community Relations Plan; Monitoring and Follow-up Plan; and Auditing and Continuous Improvement Plan. When complete, these Plans shall be forwarded to NIRB's Monitoring Officer.~~

REVISED Term and Condition No. 32	32
Category:	Environment, Health and Safety Management System
Responsible Parties:	The Proponent
Project Phase:	All phases
Objective:	To ensure all plans are approved and in place prior to commencement of construction

Term or Condition:	Prior to the commencement of operation MHBL the Proponent shall have a complete Environment, Health and Safety Management System in place which includes the following: Wildlife Mitigation and Monitoring Plan; Environmental Protection Plan; Emergency Response and Spill Contingency Plan; Occupational Health and Safety Plan; Reclamation Plan; Education and Orientation Plan; Human Resources Plan; Inuit Involvement Plan; Community Relations Plan; Monitoring and Follow-up Plan; and Auditing and Continuous Improvement Plan. When complete, these Plans shall be forwarded to the Nunavut Impact Review Board's NIRB's Monitoring Officer.
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB as required.

Commentary: ~~MHBL~~ The Proponent is expected to contact federal and territorial Government Departments immediately regarding the preparation of these plans. The ~~GN~~ Government of Nunavut, in particular, is involved with the approval of many of the plans and is encouraged to designate an official to approve the plans as applicable. Please see Appendix E for a list of ~~GN~~ Government of Nunavut contacts.

NIRB considers the Environmental, Health and Safety Management System to be complete once MHBL has submitted all required plans. NIRB expects the Environmental Health and Safety Management System to be completed prior to the commencement of construction.

Fuel and Hazardous Materials:

~~31.33. MHBL shall ensure that areas used to store fuel or hazardous materials are contained using the safest methods practically available.~~

REVISED Term and Condition No. 33	33
Category:	Fuel and Hazardous Materials
Responsible Parties:	The Proponent
Project Phase:	All phases
Objective:	To ensure best practices are being utilized on site
Term or Condition:	MHBL The Proponent shall ensure spill kits are at hand at the Roberts Bay oil handling facility at all times, and that appropriate containment measures are used to prevent, contain and respond to a spill in accordance with the Most recent version of the Oil Pollution Emergency Plan and Oil Pollution Prevention Plan reviewed by Transport Canada. that areas used to store fuel or hazardous materials are contained using the safest methods practically available.

Reporting Requirements:	n/a
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Commentary: The NIRB expects that Term and Condition 33 would work together with Term and Condition 20.

Commentary: “Practically” refers to the best available engineering methods.

Planned Changes:

~~32.34.~~ If it becomes necessary, MHBL shall give notice of any planned changes to the mine facility, including Tail Lake and its operation, to the regulatory authorities and NIRB through its Monitoring Officer, immediately.

REVISED Term and Condition No. 34	34
Category:	Planned Changes
Responsible Parties:	The Proponent
Project Phase:	Pre-construction, construction, operations, care and maintenance
Objective:	To ensure all future developments are reported on a timely bases due to the short mine life
Term or Condition:	If it becomes necessary, MHBL The Proponent shall give notice of any planned significant changes to the mine facility, including the Tailings Impoundment Area Tail Lake, mining infrastructure such as the mill and its operation, to the regulatory authorities and the Nunavut Impact Review Board (NIRB) through its Monitoring Officer, immediately in a timely basis.
Reporting Requirements:	To be reported by the Proponent to the NIRB as required

Commentary: “Planned Changes” refers to changes that may cause an environmental effect. **Significant means any change to the mine facilities, which would require a reconsideration of the project certificate for an amendment of the Type “A” Water Licence. Please see related Terms and Conditions #17, #5, and #6.**

Duty to Comply:

~~MHBL shall comply with all terms and conditions and any noncompliance constitutes a violation of the approval and is grounds for NIRB’s reconsideration and recommendation to the Minister under Article 12, Part 8 of the NLCA.~~

REVISED Term and Condition No. 35	35
Category:	Duty to Comply
Responsible Parties:	The Proponent
Project Phase:	All Phases
Objective:	
Term or Condition:	MHBL The Proponent shall comply with all terms and conditions and any noncompliance constitutes a violation of the approval and is grounds for NIRB's reconsideration and recommendation to the Minister under Article 12, Part 8 of the NLCA.
Reporting Requirements:	

New Terms and Conditions

NEW Term and Condition No. 36	36
Category:	Freshwater
Responsible Parties:	The Proponent, and the Nunavut Water Board , and Kitikmeot Inuit Association
Project Phase:	Pre-construction, construction, and operations
Objective:	To assess the environmental impact of the Project on Doris Lake and fish and fish habitat
Term or Condition:	The Proponent shall continue year-round monitoring and recording of Doris Lake water levels during construction and operations. This will allow for detection of actual Doris Lake draw down below the sill level; computation of the amount of drawdown, quantification of the project impact, and implementation of adaptive mitigation and management measures as appropriate.
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB.

NEW Term and Condition No. 37	37
Category:	Freshwater
Responsible Parties:	The Proponent, The Nunavut Water Board , and Kitikmeot Inuit Association , Indigenous and Northern Affairs Canada, and Natural Resources Canada
Project Phase:	Pre-construction, construction, operations, care and maintenance

Objective:	To assess the environmental impact of the Project on groundwater due to mining in a talik
Term or Condition:	The Proponent shall develop and submit a detailed Groundwater Management Plan for review during the water licensing process and to the Nunavut Impact Review Board as part of the plans available on the Doris North project. The plan shall acknowledge uncertainties pertaining to predictions of groundwater quantity and quality and inform the Groundwater Management Plan. Indigenous and Northern Affairs Canada should be consulted with respect to the contents of the Plan and any required mitigation measures.
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB.

NEW Term and Condition No. 38	38
Category:	Marine Environment
Responsible Parties:	The Proponent and Indigenous and Northern Affairs Canada
Project Phase:	Operations, care and maintenance, and closure
Objective:	To assess the environmental impact of the Project on the seabed and marine environment if the effluent discharge pipeline is abandoned in place or removed.
Term or Condition:	At least six (6) months prior to construction of the effluent pipeline and diffuser system the Proponent shall provide the NIRB with a detailed design for the system that includes the location of the pipeline in relation to the existing roadway, the location of the small jetty supporting the pipeline and the design of the diffuser.
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB <u>in the year in which it is developed</u> .

NEW Term and Condition No. 39	39
Category:	Marine Environment
Responsible Parties:	The Proponent and Indigenous and Northern Affairs Canada
Project Phase:	Operations, care and maintenance, and closure
Objective:	To assess the environmental impact of the Project on the seabed and marine environment if the effluent discharge pipeline is abandoned in place or removed.

Term or Condition:	At least six (6) months prior to operation of the effluent pipeline and diffuser system, the Proponent shall conduct and submit to the Board a hazard and operability study of the pipeline and marine outfall system as part of the land authorization process.
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB <u>in the year in which it is developed.</u>

Commentary: The jetty is also defined as the marine outfall berm.

NEW Term and Condition No. 40	40
Category:	Socio-Economic Impacts
Responsible Parties:	The Proponent and Hope Bay Socio-Economic Working Group
Project Phase:	All phases
Objective:	To monitor the socio-economic effects of the Project on affected communities of Nunavut and compare these effects to the impact predictions in the 2005 FEIS and the 2015 Amendment Application
Term or Condition:	Within one (1) year of the issuance by the NIRB of an amended Project Certificate, the Proponent will submit an updated Doris North Socio-Economic Monitoring Plan for the review of the Hope Bay Socio-Economic Working Group review and comment that identifies any updates, changes and amended Terms of Reference for the Hope Bay Socio-Economic Working Group required to reflect the amendments to the Project as outlined in the 2015 Amendment Application. Any changes as agreed to by the Hope Bay Socio-Economic Working Group shall be submitted to the Nunavut Impact Review Board.
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB.

NEW Term and Condition No. 41	41
Category:	Socio-Economic Impacts
Responsible Parties:	The Proponent, Hope Bay Socio-Economic Working Group, Kitikmeot Socio-economic Monitoring Committee (K-SEMC)
Project Phase:	End of Operations, Temporary or Final Closure
Objective:	To prepare for, monitor and mitigate the potential socio-economic effects of temporary or permanent mine closure on the affected communities of Nunavut

Term or Condition:	Two (2) years prior to the planned Final Closure of the Project, the Proponent shall, in collaboration with the Hope Bay Socio-Economic Working Group submit an updated Doris North Socio-Economic Monitoring Plan to the Kitikmeot Socio-Economic Monitoring Committee (K-SEMC) that will also include detail regarding specific measures that may mitigate the potential for negative effects as a result of Project closure.
Reporting Requirements:	Required updated Doris North Socio-Economic Monitoring Plan to be submitted to the NIRB at the same time as the K-SEMC.

NEW Term and Condition No. 42	42
Category:	Socio-Economic Impacts
Responsible Parties:	The Proponent, Hope Bay Socio-Economic Working Group, Kitikmeot Socio-economic Monitoring Committee (K-SEMC)
Project Phase:	End of Operations, Temporary or Final Closure
Objective:	To mitigate the potential socio-economic effects of temporary or permanent mine closure on the affected communities of Nunavut
Term or Condition:	Within six (6) months following an unanticipated temporary or final closure of the Project the Proponent shall, in collaboration with the Hope Bay Socio-Economic Working Group submit an updated Doris North Socio-Economic Monitoring Plan to the K-SEMC that will also include detail regarding specific measures that may mitigate the potential for negative effects as a result of the Project's temporary or permanent closure.
Reporting Requirements:	Required updated Doris North Socio-Economic Monitoring Plan to be submitted to the NIRB at the same time as the K-SEMC.

NEW Term and Condition No. 43	43
Category:	Socio-Economic Impacts
Responsible Parties:	The Proponent, Hope Bay Socio-Economic Working Group, and the Kitikmeot Socio-economic Monitoring Committee (K-SEMC)
Project Phase:	End of Operations, Temporary or Final Closure
Objective:	To mitigate the potential socio-economic effects of temporary or permanent mine closure on the affected communities of Nunavut.

Term or Condition:	Two (2) years prior to the planned Final Closure of the Project, the Proponent shall submit to the NIRB an updated Human Resource Plan and Wellness Strategy for the Project that includes a Workforce Transition Strategy designed to mitigate the potential negative effects of Project closure on the affected communities of Nunavut.
Reporting Requirements:	Updated Human Resource Plan and Wellness Strategy submitted to the NIRB in accordance with the timelines prescribed.

Commentary: For greater clarity, under this term and condition the update to the Human Resources Plan and Wellness Strategy for the Project (including a Workforce Transition Strategy) is required to be filed at least two (2) years prior to the Proponent's planned Final Closure of the Project, regardless of whether the Project has, at that time, already ceased operations, is being maintained in a temporarily closed phase or has already entered the final closure phase.

NEW Term and Condition No. 44	44
Category:	Socio-Economic Impacts
Responsible Parties:	The Proponent, Government of Nunavut, and the Kitikmeot Inuit Association Socio-economic Monitoring Committee (K-SEMC)
Project Phase:	All Phases
Objective:	To support co-ordination and collaboration of education and training initiatives with Government of Nunavut Initiatives
Term or Condition:	Within six (6) months following an unanticipated temporary or final closure of the Project the Proponent shall, the Proponent shall submit to the NIRB an updated Human Resource Plan and Wellness Strategy for the Project that includes a Workforce Transition Strategy designed to mitigate the potential negative effects of Project closure on the affected communities of Nunavut.
Reporting Requirements:	Updated Human Resource Plan and Wellness Strategy submitted to the NIRB in accordance with the timelines prescribed.

NEW Term and Condition No. 45	45
Category:	Socio-Economic Impacts
Responsible Parties:	The Proponent and the Government of Nunavut
Project Phase:	All Phases
Objective:	To support co-ordination and collaboration of education and training initiatives with Government of Nunavut Initiatives

Term or Condition:	To the extent that such communications are consistent with and not limited by the Proponent's obligations under the 2015 Hope Bay Inuit Impact and Benefit Agreement (IIBA), the Proponent shall share information with the Government of Nunavut, Department of Education with respect to the Proponent's youth employment initiatives in their Human Resources Plan, and other programs that may relate to education and will, to the extent possible integrate the Proponent's activities into the existing Department of Education program, and communication and delivery plans.
Reporting Requirements:	Collaboration and integration initiatives to be included in the Proponent's annual reporting to the NIRB.

NEW Term and Condition No. 46	46
Category:	Socio-Economic Impacts
Responsible Parties:	The Proponent and the Government of Nunavut
Project Phase:	All Phases
Objective:	To support co-ordination and collaboration of education and training initiatives with Government of Nunavut Initiatives
Term or Condition:	<p>To the extent that such communications are consistent with and not limited by the Proponent's obligations under the 2015 Hope Bay Inuit Impact and Benefit Agreement (IIBA), the Proponent shall provide the Government of Nunavut (GN) and the NIRB information regarding the labour force needs of the Project as it proceeds:</p> <ul style="list-style-type: none"> ▪ the title and number of positions required by department or work area; ▪ the potential start dates; and ▪ to the level of education required (with reference to the specific positions); ▪ whether on-the-job or other forms of training and certification will be required (with reference to the specific positions).
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB or when the Proponent anticipates significant changes in labour force needs for the Project.

NEW Term and Condition No. 47	47
Category:	Socio-Economic Impacts
Responsible Parties:	The Proponent, Hope Bay Socio-Economic Working Group, and the Kitikmeot Socio-economic Monitoring Committee (K-SEMC)

Project Phase:	All Phases
Objective:	To assess the effects of the Proponent's education and training initiatives in the affected Nunavut communities
Term or Condition:	To the extent that such communications are consistent with and not limited by the Proponent's obligations under the 2015 Hope Bay Inuit Impact and Benefit Agreement (IIBA), the Proponent shall share relevant data (quantitative and qualitative) concerning the implementation and success of training and education programs, with other socio-economic monitoring initiatives including the Hope Bay Socio-Economic Working Group and the Kitikmeot Socio-Economic Monitoring Committee.
Reporting Requirements:	Collaboration and integration initiatives to be included in the Proponent's annual reporting to the NIRB.

NEW Term and Condition No. 48	48
Category:	Cultural, Archaeological and Paleontological Impacts
Responsible Parties:	The Proponent and the Government of Nunavut - Department of Culture and Heritage (GN-DCH)
Project Phase:	All Phases
Objective:	To ensure that all archaeological resources that the Proponent identifies in the project development area are fully documented
Term or Condition:	By February 28th of each year when there are significant footprint changes to the project development area or an archaeological permit is requested, the Proponent will provide the GN-DCH with a series of maps and tables indicating the current status of all archaeological sites within the project development area. The Proponent shall consult with the GN-DCH to establish the contents of the maps and tables that must be submitted.
Reporting Requirements:	Recognizing that these detailed maps are to remain confidential, the Proponent is only required to submit this information to the applicable Government of Nunavut representative (Territorial Archaeologist or designate)

NEW Term and Condition No. 49	49
Category:	Socio-economic Impacts
Responsible Parties:	The Proponent, Government of Nunavut - Nunavut Housing Corporation, and the Kitikmeot Socio-economic Monitoring Committee (K-SEMC)
Project Phase:	All Phases

Objective:	To monitor whether the predictions of Project-induced effects of in-migration remain accurate and mitigation measures intended to limit these effects are sufficient
Term or Condition:	If the Government of Nunavut and the Nunavut Housing Corporation develop an anonymous voluntary housing survey, the Proponent shall make the survey available to Nunavummiut site personnel and the Proponent will return any completed surveys to the Government of Nunavut
Reporting Requirements:	N/A

Commentary: It should be noted that interpretation of the results, modifications to the surveys and any reporting of the results remain the responsibility of the authors of the survey, the Government of Nunavut and Nunavut Housing Corporation.

NEW Term and Condition No. 50	50
Category:	Marine Environment
Responsible Parties:	The Proponent , Indigenous and Northern Affairs Canada, Environment and Climate Change Canada , and Fisheries and Oceans Canada
Project Phase:	Operations, care and maintenance, and closure
Objective:	To assess the environmental impact of the Project on the seabed and marine environment if the effluent discharge pipeline is abandoned in place or removed.
Term or Condition:	The Proponent shall remove the subsea pipeline and diffuser in Roberts Bay when the pipeline is no longer in use unless it can be demonstrated to the satisfaction of the Nunavut Impact Review Board that this infrastructure will provide a net positive environmental effect to the local ecosystem.
Reporting Requirements:	To be included in the Proponent's annual reporting to the NIRB as required.