

## **TABLES**

TABLE 2.1

BAFFINLAND IRON MINES CORPORATION  
MARY RIVER PROJECT

2013 COMPREHENSIVE ENVIRONMENTAL MONITORING PLAN

STATUS OF COMPLIANCE WITH CONDITIONS, APPROVALS AND COMMITMENTS

ITEM	ACTION	MOST RECENT DELIVERABLE(S)	STATUS
NIRB Screening Decision March 24, 2007 - NIRB Recommendations and Recommended Conditions (Exploration and Geotechnical Drilling Program)			
1. Indian and Northern Affairs Canada (INAC) impose similar mitigation measures and/or conditions pursuant to the Federal Land Use Permit to those which were imposed upon Baffinland Iron Mines Corporation (the Proponent) on June 29, 2004, in regard to: a. Location and Area; b. Time c. Equipment d. Methods and Techniques e. Type, Location, Capacity and Operation of Facilities f. Control or Prevention of Flooding, Erosion and Subsidence of Land g. Use, Storage, Handling and Disposal of Chemical or Toxic Material h. Wildlife and Fisheries Habitat i. Objects and Places of Recreational, Scenic and Ecological Value j. Petroleum Fuel Storage k. Matters Not Consistent with the Regulations	No action required	INAC Land Use Permits N2006C0036 and N2007F0004	Completed by INAC
2. The Qikittani Inuit Association (QIA) impose mitigation measures and/or conditions pursuant to the Inuit Owned Lands License upon the Proponent in regard to: a. General Standards b. Fuel and Chemical Storage c. Drilling d. Campsites e. Fisheries f. Ground Disturbance g. Other General h. Any other conditions recommended by the appropriate Community Lands and Resource Committee	No action required	QIA Commercial Lease for IOL Q07L3C001 and Q10C3001	Completed by QIA
3. The QIA require the Proponent to follow the QIA Code of Conduct for Land Users.	Include in site package	QIA Commercial Lease for IOL Q07L3C001 and Q10C3001	Completed by QIA
NIRB Screening Decision March 24, 2007 - NIRB Recommended Project-Specific Terms and Conditions (Exploration and Geotechnical Drilling Program)			
1. Baffinland Iron Mines Corporation (the Proponent) shall maintain a copy of this Screening Decision at the site of operation at all times.	Include in site package	N/A	Copies are on site
2. The Proponent shall forward copies to NIRB of all permits obtained and required for this project prior to the commencement of the project.	Letter to NIRB; permits attached	Letter to NIRB dated June 8, 2007	Complete
3. The Proponent shall operate in accordance with commitments stated in Appendix A and all documentation provided to NIRB, INAC, the QIA and the Nunavut NWB. Where information in the documentation conflicts with Appendix A, Appendix A shall prevail.	Include in site package	N/A	Ongoing
4. The Proponent shall submit an annual report with copies provided to the NIRB, INAC, the QIA, and EC by January 31 each year that the project is in operation commencing January 31, 2008. The report must contain, but not be limited to, the following information: a. A summary of activities undertaken for the year, including the amount of drilling; b. A work plan for the following year; c. The results of environmental studies undertaken and plans for future studies; d. Wildlife encounters and actions/mitigation taken; e. A summary of local hires and initiatives; f. A summary of community consultations undertaken and the results; g. A summary of site-visits by inspectors with results and follow-up actions ; h. The number of take-offs & landings from an airstrip with approved flight path with date and location; i. The number of helicopter touch-downs on the land with date and location (provide unless confidential); j. Site photos; k. Progressive reclamation work undertaken; and l. A summary of how the Proponent has complied with NIRB conditions contained within this Screening Decision, and the conditions associated with all authorizations for the project proposal	Annual Report	Annual Report to the Nunavut Impact Review Board (Baffinland, 2012)	Completed annually. Due January 31 each year starting in 2008
5. Immediately upon clarification regarding the commitment of the Proponent to participate in a Government of Nunavut Department of Environment (GN-DOE) caribou collaring initiative with the GN-DOE, the Proponent shall submit to NIRB relevant documentation providing evidence of the commitments of the Proponent and the GN-DOE in this regard	Finalize MOU; send copy to NIRB; order collars	Memorandum of Understanding (Signed in late 2007)	Complete
6. On or before May 31, 2007, the Proponent shall submit to NIRB, the NWB, the QIA and the Department of Fisheries and Oceans Canada (DFO) a report describing all possible locations where water-taking may result in a water body being drawn down. This report must include: a. Effects analysis of water draw-down in these locations; b. Proposed mitigation/abatement measures for potential adverse effects; and c. Monitoring and follow-up strategies regarding water draw down effects.	Water Mngt Plan	Site Water Management Plan (Baffinland, dated March 31, 2012)	Complete
7. On or before May 31, 2007, the Proponent shall submit to NIRB, Environment Canada (EC), the QIA and the NWB a comprehensive Water Quality Monitoring and Management Program. This Water Quality Monitoring and Management Program may include the elements of the Site Water Management Plan (dated February 20, 2007 – to be submitted to the NWB ninety (90) days following the issuance of the water license) and any monitoring requirements included in the NWB water license and must also include: a. Details of the weekly monitoring program, such as monitoring locations, frequency of sampling, and parameters monitored; b. Guidelines used in the monitoring program, such as Canadian Council of Ministers for the Environment guidelines for the protection of freshwater aquatic life (CCME-FWAL) and any site-specific criteria established by the NWB; c. Operational procedures intended to mitigate the potential adverse effects to water quality, including those from drill wastes; d. Anticipated adaptive management strategies to deal with adverse impacts identified from the 2007 and 2008 monitoring program, including: i. Description of alternative methods of containment for waste deposition which may be considered by the Proponent; ii. Criteria the Proponent will use when considering the requirement for adaptive management. e. The requirement to report any exceedances of CCME-FWAL to Environment Canada, NWB, and DFO	Water Mngt Plan		
8. The Proponent shall ensure that the Wastewater Treatment Plan Design and Operations/Maintenance (O/M) Report to be submitted to the NWB for approval, must address design criteria such as: a. Identification of control parameters (COD/BOD5, TSS, heavy metals); b. Corresponding discharge limits; c. Emergency/O&M failure measures; d. Identification of the water bodies where effluent will be discharged; and e. Potential impacts to aquatic life from effluent discharge.	OM Manual - BH Martin & BIM; Permit submission - KP	Wastewater Management Plan (Baffinland, dated March 31 2010)	Complete
9. The Proponent shall consult Transport Canada's Canadian Aviation Regulations to ensure compliance where appropriate.	Submit applic. For wind tower	Aeronautical Obstruction Clearance Form Land Use Proposal Submission Form	Requisite forms submitted to Transport Canada
10. Prior to any ground disturbance activities, the Proponent shall submit an Archaeological Assessment Report to NIRB and the Government of Nunavut Department of Culture, Language, Elders and Youth (GN-CLEY). Any subsequent direction provided by the GN-CLEY the Archaeological Plan must be forwarded to NIRB.	Submit Archaeol Assessment Rpt	Annual Archaeology Assessment Report (Baffinland, 2012)	Complete
11. The Proponent shall adhere to conditions stated in attached Appendix B Archaeological and Palaeontological Resources – Terms and Conditions for Land Use Permit Holders.	Include in site package	N/A	Incorporated into Environmental Protection Plan (EPP)
12. On or before May 31, 2007, the Proponent shall submit a report describing all ongoing baseline research activities to NIRB, GN-DOE and the QIA, which must include: a. Summary of the activities in the 2007 Environmental Baseline Program; and b. Protocols to be followed by researchers to reduce unnecessary impacts to the environment from research activities.	Prepare executive summaries of baseline rpts - for drilling and bulk sampling and comm. consultation	Summary Report on Baseline Activities (Knight Piésold Ref. No. NB07-00484, dated June 8, 2007)	Complete
13. On or before May 31, 2007, the Proponent shall submit a Wildlife Mitigation and Monitoring Plan to NIRB, the GN-DOE, and the QIA, which must include: a. All relevant baseline terrestrial data collected by the Proponent from previous baseline research activities; b. Predicted impacts to wildlife from project activities (wildlife assessment report); c. Proposed site-specific measures to reduce anticipated adverse impacts to wildlife, including adaptive management measures and all relevant Proponent commitments in Appendix A; d. Proposed measures for wildlife monitoring; and e. Incorporation, where possible, of data collected by the Piskik Inuit Qaujimajatuqangit Working Group into the wildlife assessment report, measures to reduce adverse impacts to wildlife and proposed measures for wildlife monitoring. Any subsequent direction provided by the Government of Nunavut regarding the Wildlife Mitigation and Monitoring Plan must be forwarded to NIRB.	Incl. wildlife assessment rpt; baseline report	Wildlife Monitoring and Mitigation Plan (Knight Piésold Ref. No. NB102-00181/7-4, Rev. 0, dated August 15, 2008)	Complete
14. The Proponent shall submit its updated Spill Contingency Plan and Abandonment and Restoration Plan to NIRB, INAC, QIA and the NWB immediately.	Confirm status; update Spill Plan and submit	Spill Contingency Plan (Baffinland, July, 2012) Abandonment and Reclamation Plan (Baffinland, dated March 31, 2012)	Complete
15. The Proponent shall ensure that the disposal of combustible camp wastes comply with the Canadian Wide Standards for Dioxins and Furans , and the Canadian Wide Standards for Mercury . Efforts made to achieve compliance shall be reported to the NIRB as part of the annual report.	RWDI - stack test during site visit	Annual Report to the Nunavut Impact Review Board (Baffinland, 2012)	Completed annually. Due January 31 each year starting in 2008
16. The Proponent shall not conduct any activity associated with the land use operation if critical periods of wildlife cycles are observed (e.g. caribou migration, calving, fish spawning, raptor nesting, polar bear movement).	Addressed in wildlife management plan	N/A	Incorporated into EPP and project design
NIRB Screening Decision March 24, 2007 - Appendix A Proponent Commitments (Exploration and Geotechnical Drilling Program)			
1. Submission of an Archaeological Assessment Report to Government of Nunavut Department of Culture, Language, Elders and Youth	Submit Archaeol Assessment Rpt	Annual Archaeology Assessment Report (Baffinland, 2012)	Complete
2. Continue collecting and compiling wildlife baseline data, and identify critical habitat and avoid impacts based on current knowledge	On-going	N/A	Ongoing
3. Support a Government of Nunavut initiated caribou collaring program and a peregrine falcon research project, in addition to Baffinland's baseline studies	On-going	MOU Signed for Caribou Collaring Program; Peregrine falcon research program initiated in 2007 with Baffinland support	Complete
4. Conduct a wildlife assessment report for submission to DOE for mid-April 2007	See above	Wildlife Assessment Report (Knight Piésold Ref. No. NB07-00412, dated May 5, 2007)	Complete
5. Comply with caribou protection measures	Include in site package; need to develop framework of site package	N/A	Incorporated into EPP
6. Contact local HTO and Wildlife Officer in the event of a defense polar bear kill.	Reporting protocol incl. in site package	N/A	Incorporated into EPP
7. Initiate discussions with the Mittimatalik Hunters and Trappers Organization and Igloodik Hunters and Trappers Association regarding compensation for any future defense kills of polar bear	Negotiate compensation (refer to other industrial projects)	N/A	Complete
8. Undertake the following with respect to air traffic: a. Minimize the number of flights b. Implement a 610 m flight altitude minimum and 1,000 m flight altitude minimum near concentrations of birds with exceptions where required; c. Avoid caribou calving grounds between May 15 and July 15. After July 15, post-calving areas known to have aggregations of caribou will be avoided d. Avoid a large concentration of wildlife, (i.e., Migratory Bird Sanctuaries, breeding colonies and caribou calving grounds), and take alternate routes e. Plan routes that are likely to have least occurrences of wildlife f. Use small aircraft rather than large aircraft whenever possible g. Hovering or circling may greatly increase disturbances and must be avoided h. Use fixed-wing aircraft rather than helicopters whenever possible i. Inform pilots of the wildlife sensitive areas j. Pilots to report caribou movements and locations during calving and post-calving periods, so that these areas can be avoided 9. Seek NWB approval prior to drilling within 30m of a water body	Include in wildlife mitigation plan and site package	N/A	Incorporated into EPP
10. Management plan of drill wastes to be submitted to the NWB for approval	Site Water Management Plan	Site Water Management Plan (Baffinland, dated March 31, 2012)	Incorporated into EPP
11. Return drill cuttings at surface to the drill hole, at all land-based drilling locations	Include in site package		Incorporated into EPP
12. Drilling through sea ice at potential port locations will be undertaken using drums, or equivalent, to collect and re-circulate all drill water and no drill water will be released from the casing into the water	Include in site package		Incorporated into EPP
13. Drill additives will not be used during on-ice drilling, and final disposal of drill water will be within a snow berm on land more than 30m from a water body	Include in site package		Incorporated into EPP
14. Improve drilling practices through use of in-ground sumps and/or alternative methods of containment will be identified and employed	Include in site package		Incorporated into EPP
15. Installation of a new incinerator to replace current incinerator at Mary River site and completion of stack test in early season to determine compliance with the Canada-wide Standards for Dioxins and Furans	See above	Incinerator Stack Testing - Mary River Incinerator (2009) (RWDI Air Inc. Project 1010132, dated November 30, 2009)	Complete
16. Discussions with Government of Nunavut Department of Environment regarding waste oil disposal options	Done. Need report from Roland	N/A	Completed
17. Compliance with Nunavut requirements as outlined in the Environmental Guideline for the General Management of Hazardous Waste	Include in site package	N/A	Incorporated into EPP
18. Filing of updated Spill Contingency Plan with the Nunavut Water Board	Include drill camps in plan and finalize	Spill Contingency Plan (Baffinland, dated July, 2012)	Complete
19. Filing of updated Abandonment and Restoration Plan with the Nunavut Water Board	Derek to review and submit	Abandonment and Reclamation Plan (Baffinland, dated March, 2012)	Complete
20. Review of bird survey methodologies and study findings with Canadian Wildlife Service	Done. Maret to issue minutes	N/A	Discussions were held with Mark Mallory of CWS in March 2007
21. Develop and expand site orientation program	Prepare site package	Baffinland's Site Orientation Package	Complete
22. Establishment of an on-going bird monitoring program consistent with precautions outlined by Government of Nunavut Department of Environment	Wildlife mitigation plan - into site package	N/A	Complete
23. On-going monitoring of polar bears with appropriate plans implemented as needed	Wildlife mitigation plan - into site package	N/A	Incorporated into EPP
24. Continuation of weekly water quality monitoring program	On-going	N/A	Incorporated into CEMP
25. Seek approval from NWB regarding sewage treatment plant and enlargement of sumps, if required	OM Manual - BH Martin & BIM; Permit submission - KP	Waste Water Management Plan (Baffinland, dated March 31, 2012)	Complete

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2013 COMPREHENSIVE ENVIRONMENTAL MONITORING PLAN

STATUS OF COMPLIANCE WITH CONDTIONS, APPROVALS AND COMMITMENTS

ITEM	ACTION	MOST RECENT DELIVERABLE(S)	STATUS
NIRB Screening Decision May 4, 2007 - NIRB Recommendations and Recommended Conditions (Bulk Sampling Program)			
<b>Recommended Terms and Conditions, pursuant to 12.4.4(a) of the NLCA</b>			
1. Baffinland Iron Mines Corporation (the Proponent) shall otherwise operate in accordance with all commitments stated in all documentation provided to NIRB, namely:			
a. Correspondence dated April 20, 2007 from Derek Chubb to Carolanne Inglis-McQuay, including the table addressing Parties' concerns			
The bulk sample pits are designed to be self draining to remove the potential for snow and rain precipitation to accumulate, thereby further reducing the potential for acid generation and metal leaching by removing pit wall contact with standing water. (response to Hamlet of Pond Inlet PI-1, Table 1, pg. 5)(response to QIA-1, Table 2, pg. 14) (response to GN-3, Table 3, pg. 27) (response to GN-10, Table 3, pg. 33)(response to EC-2, Table 4, pg. 46) (response to INAC-3, Table 7, pg. 56)		N/A	Ore extraction areas are self-draining.
In the unlikely event that laboratory or field tests results suggest otherwise (i.e., ore is likely to be acid generating or metal leaching to a significant level), Baffinland will further mitigate this risk by implementing additional engineering contingency plans. Contingency plans would require incorporating calcareous materials (sandstone, sands and gravel with buffering capacity) into the design of the small weathered ore stockpiles and test pits developed to extract the bulk sample. The costing in the Abandonment and Restoration Plan (A&R Plan) will be updated to include contingency costs associated with these contingency plans, and the revised A&R Plan will be submitted to the Nunavut Water Board in the near future. Test results will be available in advance of the collection of the actual bulk sample. (response to Hamlet of Pond Inlet, Table 1, pg. 5)(response to QIA-1, Table 2, pg. 14)(response to GN-3, Table 3, pg. 27) (response to GN-10, Table 3, pg. 33)(response to EC-2, Table 4, pg. 46) (response to INAC-3, Table 7, pg. 56)		Abandonment and Reclamation Plan (Baffinland, dated March 31, 2012)	Complete
Baffinland will upgrade the proposed sewage treatment plant at the Mary River camp to meet tertiary treatment levels by including nutrient removal in its design (response to Hamlet of Pond Inlet PI-1, Table 1, pg. 6) (response to GN-4, Table 3, pg. 28)(response to INAC-1, Table 7, pg. 54)		Mary River Project - Rotating Biological Contactor (RBC) Sewage Treatment System As-Constructed Report (Genivar, Report Reference No. 06-090, July 25, 2008)	Complete
In addition, a polishing pond up gradient of Sheardown Lake is being considered as a discharge point for treated sewage from the seasonal exploration camp (subject to Nunavut Water Board approval under the exploration project water license). The polishing pond, which will be lined and located near to Sheardown Lake, would be available to receive sewage from the Rotating Biological Contactor (RBC) system as a contingency measure in the event of RBC malfunction. Discharge to a pond system would provide an opportunity for biological and physical treatment prior to discharge to Sheardown Lake. (response to Hamlet of Pond Inlet PI-1, Table 1, pg. 6)(response to GN-4, Table 3, pg. 28)(response to INAC-1, Table 7, pg. 54)		Mary River Project - Rotating Biological Contactor (RBC) Sewage Treatment System As-Constructed Report (Genivar, Report Reference No. 06-090, July 25, 2008)	Complete
Nevertheless, snow sampling is proposed in the vicinity of the bulk sample pits, to detect any residual ammonia, as part of the monitoring program (ESD Section 8.6.4). (response to Hamlet of Pond Inlet PI-1, Table 1, pg. 7)		Comprehensive Environmental Monitoring Plan (Baffinland, March 31, 2012)	Routine water sampling used to detect potential presence of ammonia
Baffinland has committed to modify minimum flight altitudes from 300 m as previously specified in land use permits to 610 m for project-related air traffic. Exceptions remain for wildlife surveys and the movement of drills by helicopters, which necessitate lower flight altitudes. This commitment will also be applied to the bulk sample program. (response to Hamlet of Pond Inlet PI-2, Table 1, pg. 7)		N/A	Incorporated into EPP
The Construction Environmental Monitoring Plan (CEMP) will establish operating policies and procedures to minimize the potential for human/wildlife interaction and disruption due to site activities. All employees will be encouraged as part of the CEMP to report any observed response of wildlife to site activities. (response to Hamlet of Pond Inlet PI-2, Table 1, pg. 7)		Environmental Protection Plan (Baffinland, December 2011)	Incorporated into EPP
The CEMP will include a Human-Polar Bear Conflict Management Plan. Polar bear safety training and general wildlife awareness training will be provided to all workers and visitors to site as part of the mandatory site orientation. (response to Hamlet of Pond Inlet PI-2, Table 1, pg. 7)		Environmental Protection Plan (Baffinland, December 2011)	Incorporated into EPP
Independent of the bulk sample program, Baffinland is continuing with robust baseline studies designed to support a potential future full-scale mining application. Caribou is recognized as a species of critical importance to the community, and is a key focus in the baseline studies (response to Hamlet of Pond Inlet PI-2, Table 1, pg. 8)		Summary Report on Baseline Activities (Knight Piesold Ref. No. NB07-00484, dated June 8, 2007)	Baseline studies ongoing
Baffinland expects that community representatives will be involved in marine wildlife monitoring activities as with other baseline wildlife programs, and is prepared to arrange for community representatives to accompany one of the ships from Pond Inlet into Milne Inlet during the course of the program.(response to Hamlet of Pond Inlet PI-3, Table 1, pg. 8)		N/A	Community representatives from Pond Inlet and Igloolik participated in marine monitoring and baseline studies, as well as caribou aerial surveys and archaeological studies
The bulk sampling program will have no ice breaking and no project activities in the vicinity of the floe edge. (response to Hamlet of Pond Inlet PI-3, Table 1, pg. 8)		N/A	N/A
Peregrine falcon nests have been identified throughout the area, and these nests are subject to ongoing monitoring as part of baseline studies. Site activities, including rock quarrying, have been designed to avoid these nests (Figures 2.27 to 2.29). (response to Hamlet of Pond Inlet PI-4, Table 1, pg. 9)		N/A	Baseline studies on-going
Sea containers used in the development of temporary crossings of these water courses will be designed and engineered for that purpose. Designs will be approved by a professional engineer and made available at the direction of the Board. The water crossings will require approval and/or advice from the Department of Fisheries and Oceans to address potential risks to fish and fish habitat. (response to Hamlet of Pond Inlet PI-5, Table 1, pg. 9)		Fish Habitat No Net Loss and Monitoring Plan Incorporated into Fisheries Act Authorization Amendment 1, dated December 8, 2008.	Approval from DFO and Transport Canada, Navigable Waters obtained
Efforts will be made to minimize disturbance to hunters and land users during the course of the program. Measures to minimize disturbance will be articulated in the Construction Environmental Monitoring Plan (CEMP), and will include community radio updates on project activities and a reporting checkpoint at Milne Inlet for hunters to notify the project of their intended travel routes inland so these areas can be avoided to the extent possible. (response to Hamlet of Pond Inlet PI-6, Table 1, pg. 10)		Environmental Protection Plan (Baffinland, December 2011)	Incorporated into EPP
Baffinland will continue to meet with community hunters and propose to document observed hunting activities in the area over the course of the bulk sampling program. Baffinland will respond to any input provided by local hunters as it relates to site activities and its interaction with hunting activity. (response to Hamlet of Pond Inlet PI-7, Table 1, pg. 10)		N/A	Ongoing
Operational plans will be developed that further consider ways to minimize local disturbances (to Inuit harvesting activities).(response to Hamlet of Pond Inlet PI-7, Table 1, pg. 10)		Environmental Protection Plan (Baffinland, December 2011)	Incorporated into EPP
Baffinland has been and remains committed to maximizing local benefits to the community of Pond Inlet. Local expenditures (wages, goods and services) reached \$2.5 million in 2006, and approximately 34 seasonal positions were filled by people of Pond Inlet. The bulk sample program will provide even more opportunities for local benefits. With an increased level of activity associated with the bulk sample program, Baffinland expects hiring to extend to other communities as well.(response to Hamlet of Pond Inlet PI-9, Table 1, pg. 11)(response to QIA-16, Table 2, pg. 22)		N/A	Ongoing
additional socio-economic monitoring will be carried out during the course of the bulk sampling program to track training, experience and skills of workers. This data, respecting privacy requirements, can be provided to the Hamlet.(response to Hamlet of Pond Inlet PI-9, Table 1, pg. 11)		N/A	Some data included in the 2007 and 2008 Annual Report to the Nunavut Impact Review Board
The same approach will be taken for tourism activities as it will be for hunting activities. Observed tourism activities will be documented and Baffinland will respond to any input provided by tourism operators and others. Baffinland will communicate with known stakeholders regarding shipping activities and schedules so that any concerns can be proactively addressed.(response to Hamlet of Pond Inlet PI-10, Table 1, pg. 12)		N/A	Notification of shipping provided to Nunavut Tourism and the Hamlet of Pond Inlet
the project-related ship traffic is quite modest with 2 shipments planned in 2007 and 5 shipments in 2008 (response to Hamlet of Pond Inlet PI-10, Table 1, pg. 12)		N/A	N/A
The shipping traffic associated with Baffinland's bulk sampling program includes 2 ships in August 2007, and five ships spanning August-September 2008. (response to Hamlet of Pond Inlet PI-10, Table 1, pg. 12)		N/A	N/A
Mitigating measures are integrated into the design of the bulk sample program and adaptive management will be practiced in response to field results. Activities and interaction with the environment will be carefully managed through the implementation of a comprehensive CEMP to which was committed to in the ESD. The CEMP will address all phases of the Bulk Sample Program and include reporting mechanisms to the community and other stakeholders. Baffinland will continue its commitment to open communication and seek input from the community on a regular basis throughout the course of the project (response to Hamlet of Pond Inlet PI-11, Table 1, pg. 12)		Environmental Protection Plan (Baffinland, December 2011)	Regular community and hamlet meetings are ongoing.
The ore will be coarsely crushed and then screened into two fractions; one -31.5+6.3mm in size and the second – 6.3mm or the size of small pebbles and through this process, very little fines are expected to be generated. As a result, dust is not anticipated to be generated in quantities that warrant suppression. This prediction will be validated through snow sampling downwind of the crusher as part of the monitoring program (Section 8.6.4). The crusher will operate for a very short period, in the order of 3-4 months. (response to QIA-2, Table 2, pg. 15) (response to GN-7, Table 3, pg. 30) (response to EC-4, Table 4, pg. 47)		Comprehensive Environmental Monitoring Plan (Baffinland, March 31, 2012)	Complete
The CEMP is an operational plan that will outline best management practices, environmental sensitivities, responsibilities, and action plans to address potential environmental effects. Baffinland will share a draft of the CEMP with the QIA and submit the plan to the QIA 30 days prior to the start of construction activities.(response to QIA-3, Table 2, pg. 15)			
The Qikiqtaaluk Corporation, as a contractor on the project, will be one of the companies responsible for the implementation of the CEMP. (response to QIA-3, Table 2, pg. 16)		N/A	Ongoing
There will be full-time presence of senior operations managers during the course of the bulk sampling program, to ensure the implementation of the CEMP. (response to QIA-3, Table 2, pg. 16)		N/A	Ongoing
The CEMP will include environmental best management practices, as indicated in the draft table of contents in Appendix I of the CEMP. (response to QIA-4, Table 2, pg. 16)		Environmental Protection Plan (Baffinland, December 2011)	Incorporated into EPP
Section 6.2.4.2 indicates that a Fish Habitat Mitigation, Compensation and Monitoring Plan will be developed to the satisfaction of the Department of Fisheries and Oceans (DFO), pending feedback from the regulatory process and completion of the detailed design for the road. This plan will articulate the ways that Baffinland will meet DFO's policy for the protection of fish and fish habitat. (response to QIA-5, Table 2, pg. 16)		Fish Habitat No Net Loss and Monitoring Plan (Baffinland, dated September 1, 2011)	Complete
Monitoring of narwhal responses to ship traffic is proposed as part of the bulk sampling program, and thus the bulk sampling program presents an opportunity to collect real response data that can be used in consideration for a potential future full-scale mining operation. (response to QIA-6, Table 2, pg. 17)		Monitoring results summarized in: Annual Report to the Nunavut Impact Review Board (Baffinland, 2012)	Complete
Baffinland is working with the Government of Nunavut and others in undertaking caribou surveys and is assembling habitat mapping to better understand caribou ecology and distribution in the Region. (response to QIA-7, Table 2, pg. 17)		N/A	Ongoing
The CEMP is under development and will address the interaction of the project/humans with wildlife that may be in the area. All employees will be encouraged as part of the CEMP to report any observed response of wildlife to site activities and activities will be responsive to any concerns that may arise. (response to QIA-7, Table 2, pg. 17)		Environmental Protection Plan (Baffinland, December 2011)	Incorporated into EPP
The removal of hazardous wastes to a licensed disposal facility will take place in 2008 as well as at final abandonment in 2009.(response to QIA-9, Table 2, pg. 18)		Environmental Protection Plan (Baffinland, December 2011)	Incorporated into EPP
The landfill will receive only inert, non-combustible and non-hazardous wastes. Construction and closure of the landfill is described in Sections 2.19.1 and 2.19.2. Monitoring includes quality assurance during construction and closure of the landfill. Regular monitoring of the materials placed in the landfill, to ensure they are both non-combustible and nonhazardous, will be carried out according to an operational procedure to ensure that only inert wastes are placed in the landfill and that the waste is regularly covered to minimize the potential for debris to scatter.(response to QIA-9, Table 2, pg. 18)		Annual Report to the Nunavut Impact Review Board (Baffinland, 2012)	Complete
Section 2.19 notes that incinerator ash will be placed into the landfill. This is bottom ash, which will be inert, and no fly ash will be generated given the technology to be used. (response to QIA-10, Table 2, pg. 18)			
With respect to work around fish bearing waters, this work will be conducted in accordance with authorizations obtained under the Fisheries Act , and will include full-time supervision of in-water work by an environmental monitor. The environmental monitor may be Inuit, as Inuit have been involved in various aspects of the baseline studies.(response to QIA-10, Table 2, pg. 18)		Environmental Protection Plan (Baffinland, December 2011)	Conditions of the Fisheries Act authorization incorporated into the EPP
Baffinland activities in the Mary River area will include the Bulk Sample Program along with ongoing exploration drilling and baseline environmental and geotechnical programs for which required approvals are currently in place. (response to QIA-11, Table 2, pg. 19) (response to GN-9, Table 3, p32)(response to INAC-5, Table 7, pg. 57)		N/A	N/A
In 2007, environmental and geotechnical programs will be carried out at potential port sites at Milne and Steensby Inlets as well as potential transportation corridors between these locations and the main ore deposit. (response to QIA-11, Table 2, pg. 19) (response to GN-9, Table 3, p32)(response to INAC-5, Table 7, pg. 57)		N/A	N/A
Measures are being undertaken in 2007 to improve drill water management practices associated with the geotechnical drilling program for 2007 that was approved through separate application. There is no diamond drilling associated with the bulk sample program and hence no use of drilling salt. (response to QIA-11, Table 2, pg. 19)		Environmental Protection Plan (Baffinland, December 2011)	Incorporated into EPP
Baffinland has retained licensed archaeologists to conduct annual surveys since 2006 to support baseline and project development. Inuit students have participated in the surveys. (response to QIA-12, Table 2, pg. 19).		N/A	Participation by Inuit students is expected to be ongoing.
The Milne Inlet tote road will be abandoned in a condition that will be stable in the long-term. Sea container crossings will be removed as they are not designed for long-term use, and any culverts which are deemed not stable in the long term will also be removed (response to QIA-13, Table 2, pg. 19)			N/A
Contingency costs will be included in an updated A&R Plan (response to QIA-13, Table 2, pg. 20)			Complete; costs were further revised using the RECLAIM model, as requested by INAC.
The A&R Plan will be revised to reflect post-closure monitoring for a period of 5-years, with the option to cease monitoring earlier if conditions warrant (response to QIA-13, Table 2, pg. 20)			
The A&R Plan remains a conceptual document for the purposes of the screening process. As an operational plan for execution, an updated A&R Plan will be submitted to the Nunavut Water Board for approval during the permitting phase (response to QIA-13, Table 2, pg. 20)		Abandonment and Reclamation Plan (Baffinland, dated March 31, 2012)	Complete
It is Baffinland's objective to execute it's A&R Plan upon completion of the program, and ensure that environmental liabilities do not remain. (response to QIA-14, Table 2, pg. 20)		N/A	N/A
The Qikiqtaaluk Corporation has been contracted as part of the bulk sample program and will provide manpower from the region as well as construction services. (response to QIA-16, Table 2, pg. 22)		N/A	N/A
As one element of study, Baffinland has committed to provide both financial and in-kind support to the GN in the implementation of a caribou collaring program in the North Baffin Region. A draft Memorandum of Understanding has been developed and is currently being finalized. (response to GN-1, Table 3, pg. 24)		Memorandum of Understanding (Signed in late 2007)	Complete
Baffinland has committed to adherence to the Caribou Protection Measures as required for conformance with the North Baffin Regional Land Use Plan (Section 6.2.2.2). (response to GN-1, Table 3, pg. 24)		N/A	Ongoing
On-site wildlife biologists as well as pilots will be monitoring caribou movements during the sensitive period set out in the Caribou Protection Measures of May 15 to July 15, and biologists will be responsible for assessing situations in which caribou are observed near to project activities.(response to GN-1, Table 3, pg. 24)		Environmental Protection Plan (Baffinland, December 2011)	Incorporated into EPP
Additional mitigation (such as minimum flight altitudes, hunting restrictions and a traffic management plan) is outlined in Section 6.2.2.2 and will also be outlined in a Wildlife Monitoring and Mitigation Plan that will be used as an operational plan for the site. (response to GN-1, Table 3, pg. 24)		Wildlife Monitoring and Mitigation Plan (Knight Piesold Ref. No. NB102-00181/7-4, Rev. 0, dated Aug 15, 2008)	Identified in the WMMF, and subsequently incorporated into the EPP
Responding to recommendations from the GN in the recent screening of the drilling program, Baffinland committed to a new minimum flight altitude of 610 m, rather than the previous 300 m specified in land use permit/licenses. (response to GN-1, Table 3, pg. 24)		Environmental Protection Plan (Baffinland, December 2011)	Incorporated into EPP
As mentioned in Section 6.3.4.2, Baffinland is working with the shipping companies and regulators in the planning of a mock arctic fuel spill response training exercise in conjunction with the bulk sample program, which will provide added environmental protection in the unlikely instance of a fuel release. (response to GN-2, Table 3, pg. 25)		N/A	Training exercise completed
The 8 million litres (ML) of fuel to be shipped during the bulk sampling program will occur against the backdrop of annual fuel deliveries to 13 Baffin region communities in the order of 110 ML per year (AMEC, 2004). As outlined in Section 2.13, fuel delivery will be undertaken using an experienced arctic shipping company using conventional fuel transfer methods, in compliance with the Canada Shipping Act and Arctic Waters Pollution Prevention Act, and associated regulations and guidelines identified in Section 6.3.4.2. These regulations and guidelines require ships to have an Canadian Coast Guard approved Emergency Response Plan and must maintain an arrangement with a certified response organization such as the Eastern Canada Response Corporation. (response to GN-2, Table 3, pg. 25)		N/A	N/A
The Milne Inlet camp will have a capacity of 30 persons, and the package sewage treatment plant will treat to secondary treatment levels (BOD=40 mg/L and TSS=60 mg/L). The NWT Water Board guidelines (1992) for sewage discharge to the marine environment in a bay or fiord is BOD=120 mg/L and TSS=180 mg/L. NWT Guidelines have been used in guiding the design basis for the treatment system in the absence of similar guidelines for Nunavut. (response to GN-4, Table 3, pg. 28)(response to INAC-1, Table 7, pg. 54)		Wastewater Management Plan (Baffinland, dated March 31, 2010)	Complete
Baffinland accepts this recommendation (that an appropriate methodology for detecting exceedances of the approved water quality guideline be developed and submitted to NIRB during the environmental screening process). Future metals analyses will be forwarded to ALS Laboratories in Vancouver, as this laboratory can achieve the necessary detection limit. (response to GN-5, Table 3, pg. 29)		N/A	Water quality samples for metals analysis are forwarded to ALS Laboratories, who have appropriate lab methods with suitably low detection limit for cadmium



TABLE 2.1

BAFFINLAND IRON MINES CORPORATION  
MARY RIVER PROJECT

2013 COMPREHENSIVE ENVIRONMENTAL MONITORING PLAN

STATUS OF COMPLIANCE WITH CONDITIONS, APPROVALS AND COMMITMENTS

ITEM	ACTION	MOST RECENT DELIVERABLE(S)	STATUS
The risks associated with runoff from roads, borrow areas and airstrips relate to the potential for sediment to enter nearby fish-bearing watercourses, with the potential to harm aquatic organisms and reduce biological productivity. This is a minor and manageable risk when addressed using standard sediment control measures and construction mitigation methods (Section 6.1.5.2). The details will be articulated in the Construction Environmental Monitoring Plan (CEMP) and will be required to support applications for fisheries authorizations. (response to GN-6, Table 3, pg. 29)		Environmental Protection Plan (Baffinland, December 2011)	Incorporated into EPP
Baffinland will be using modern equipment designed to minimize emissions from combustion. (response to GN-7, Table 3, pg. 30)		N/A	N/A
Air and noise emissions will be localized and addressed through operational practices, in compliance with Northwest Territories and Nunavut Mine Health and Safety Act and Regulations which govern worker exposure to noise, dust and all other matters related to health and safety. Appropriate personal protective equipment (PPE) will also be provided for all workers. This legislation is enforced through the Workers' Compensation Board (WCB), and Mine Inspectors approve Baffinland's health and safety plans and engineering plans prior to the start of work programs. (response to GN-7, Table 3, pg. 30) (response to GN-8, Table 3, pg. 31) (response to HC-1, Table 6, pg. 51)		N/A	Ongoing
The incinerator will be of dual-chambered design intended to meet the Canada-wide Standards for Dioxins and Furans. The efficacy of this equipment will also limit the potential for the release of particulate matter. Confirmatory stack testing will be completed during the bulk sampling program. Air quality from crushing and mining activities is addressed in Section 6.1.1.1 (response to GN-7, Table 3, pg. 30) (response to EC-4, Table 4, pg. 47)		Annual Report to the Nunavut Impact Review Board (Baffinland, 2012)	Adaptive management goals for 2013 will include continuing to revise the existing operating practices based on recommendations for operating batch incinerators in remote locations made by the Canadian Council of Ministers of Environment (CCME) in a recent review of the CWS for Dioxins and Furans . It is noted that this report recommends that northern jurisdictions allow batch incinerators to operate in remote locations without emission testing requirements provided the operator takes appropriate measures to ensure good operation and provides adequate records of such operation. On this basis no stack is planned for 2013.
With respect to proposed upgrades beginning in March, this would have involved the positioning of culverts and equipment at key locations prior to spring break-up, operating within the existing footprint of the road and airstrips. This schedule has now changed since the writing of the ESD, and the current schedule (subject to receiving a NIRB notice of decision and subsequent approvals) will involve positioning of culverts as early as May (operating within the existing road footprint) and beginning to develop borrow sources in early June, once clearance has been provided by the archaeologist.(response to GN-11, Table 3, pg. 35)		N/A	N/A
Baffinland management is continuing to work with government and stakeholders on the development of its human resources, training and employment programs in support of current and future plans. Our management team has seen the addition of a Director of Human Resources and a Business Development Manager located in Iglood. Community Liaison Officers are planned for other Baffin communities. Presentations will be delivered very shortly at the community level to discuss the activities of the Company and what to expect to work at Baffinland. Classroom and on the job training programs are being developed and will include such areas as workplace safety, orientation, heavy equipment operation, and cultural diversity. (response to GN-12, Table 3, pg. 36)		Annual Report to the Nunavut Impact Review Board (Baffinland, 2012)	N/A
With respect to the number of additional employees required for the bulk sampling program who will be hired locally, Baffinland will be using the Qikiqtaaluk Corporation (QC) to provide manpower to the project and is encouraging other contractors to work with the QC to maximize local benefits. (response to GN-12, Table 3, pg. 36)		N/A	N/A
Efforts will be made to minimize disturbance to hunters and land users during the course of the program. Measures to minimize disturbance will be articulated in the CEMP, and will include community radio updates on project activities and a reporting checkpoint at Milne Inlet for hunters to notify the project of their intended travel routes inland so these areas can be avoided to the extent possible. Baffinland is committed to discussing the details of how this will be done with various stakeholders. (response to GN-13, Table 3, pg. 37)		Environmental Protection Plan (Baffinland, December 2011)	Incorporated into EPP
The road will therefore be upgraded at a time when the Mary River is of heightened importance to the community due to availability of caribou. (response to GN-13, Table 3, pg. 37)		N/A	N/A
Baffinland will construct fuel storage facilities to meet the appropriate codes. Baffinland will consider the many useful comments provided in an updated Emergency and Spill Response Plan. Recommendations for adequate storage for contaminated snow will be taken into consideration and reflected in the updated spill plan (response to GN-14, Table 3, pg. 39)		Spill Contingency Plan (Baffinland, dated July 2012)	Complete
While the drilling program was noted in the ESD, separate permits have been issued for the drilling program and Baffinland will adhere to the terms and conditions of the permits and commitments made during the screening of the drilling program. Geotechnical and exploratory drilling requiring the use of water is not an element of the bulk sample program. (response to GN-15, Table 3, pg. 39)		N/A	N/A
Baffinland will seek approval from the department (GN_DOE) for the use of EK35. (response to GN-16, Table 3, pg. 40)		N/A	EK35 was not used and removed from site in 2012.
The incinerator to be used at the Mary River camp is dual chamber with controlled air flow. Baffinland proposes to conduct a stack test to verify compliance with the Canada-Wide Standards during a visit by its air and noise quality consultant for baseline monitoring work. The incinerator to be used at Milne Inlet is also dual chamber but with forced air flow. (response to GN-17, Table 3, pg. 40)		Annual Report to the Nunavut Impact Review Board (Baffinland, 2012)	Adaptive management goals for 2013 will include continuing to revise the existing operating practices based on recommendations for operating batch incinerators in remote locations made by the Canadian Council of Ministers of Environment (CCME) in a recent review of the CWS for Dioxins and Furans . It is noted that this report recommends that northern jurisdictions allow batch incinerators to operate in remote locations without emission testing requirements provided the operator takes appropriate measures to ensure good operation and provides adequate records of such operation. On this basis no stack is planned for 2013.
Baffinland will make efforts to reduce greenhouse gas emissions in the context of the short-term nature of the bulk sampling program through the efficient use of energy. As part of ongoing work related to the potential for a full-scale mining operation, Baffinland is collecting the information necessary to evaluate the viability of renewable energy options including wind and hydro. (response to GN-18, Table 3, pg. 40)		N/A	N/A
Baffinland will have full-time medical care at site in accordance with the Northwest Territories and Nunavut Mine Health and Safety Act and Regulations. The applicable regulations referenced by Health and Social Services regarding camp sanitation and water supply will be adhered to. The comment regarding separation of sleeping quarters and the kitchen has been taken under advisement. (response to GN-20, Table 3, pg. 42)		N/A	Compliant
Baffinland remains committed to the basic principles of sustainable development, and creating both local employment and business opportunities. (response to GN-22, Table 3, pg. 43)		N/A	N/A
With respect to open stockpiling of ore, only the weathered ore stockpile will remain at the conclusion of the 15-month program; all other ore will have been removed from site. The weathered ore stockpile will consist of blasted weathered ore placed on the weathered ore of Deposit No. 1. Weathered oxide ore does not have the potential to generate any appreciable acid draining or metal leaching. (response to EC-2, Table 4, pg. 46) (response to INAC-3, Table 7, pg. 56)		Annual Report to the Nunavut Impact Review Board (Baffinland, 2012)	Residual ore stockpiles are present at Mary River and Milne Inlet.
Drilling activities, while considered as a concurrent activity in the bulk sample proposal, has been evaluated in a separate screening and drilling operations will be subject to the terms and conditions of the permits issued for that activity. Diamond drilling is not an activity proposed as part of the bulk sample program. (response to EC-2, Table 4, pg. 47)		N/A	N/A
Baffinland proposes to utilize an experienced arctic shipper of fuel, and to utilize common fuel unloading methods used by nearly every community in Nunavut. (response to EC-3, Table 4, pg. 47)		N/A	N/A
The QC is already working with Baffinland to advance the Spill Management Plan presented with the ESD and order the required spill response materials for the bulk sample program (response to EC-3, Table 4, pg. 47)		Spill Contingency Plan (Baffinland, dated July 2012)	Complete
Drilling and blasting is an activity required as part of any open pit operation. Pit design and development will follow industry accepted practice to manage potential environmental, health and safety risks. (response to EC-5, Table 4, pg. 48)		N/A	N/A
Drilling and blasting activities for the bulk sample will take place in the winter over a 2-3 month period further reducing potential risks to the environment. (response to EC-5, Table 4, pg. 48)		N/A	N/A
The bulk sampling program has been designed to maximize use of the existing disturbed footprint, such that very little new habitat loss will occur. The program is 15-months in duration and all materials will be removed from site in accordance with an approved A&R Plan. (response to EC-6, Table 4, pg. 48)		N/A	N/A
The Construction Environmental Monitoring Plan and related Monitoring and Mitigation plans will be the tools Baffinland will use to ensure effective implementation, and the terms and conditions of environmental permits will ensure Baffinland complies with these commitments and conditions. The program is 15- months in duration and all materials will be removed from site in accordance with an approved A&R Plan. (response to EC-8, Table 4, pg. 49)		N/A	N/A
We acknowledge that fisheries authorizations may be required for the above listed activities, and look forward to discussing the details with DFO as part of the licensing phase of the application process. (response to DFO-1, Table 5, pg. 50)		N/A	N/A
Baffinland is working on a comprehensive worker orientation and training program required for all contractors and employees that addresses personal protective equipment and all other requirements of the legislation that pertain personally to the worker. (response to HC-2, Table 6, pg. 51)		Comprehensive Worker Orientation and Training Program	Complete; implementation ongoing
Visitors to the Mary River or Milne Inlet sites will be required to sign in and acknowledge the health and safety risks of being within an operational site. Baffinland will comply with all requirements for water use and waste disposal as outlined in its approvals/licenses. (response to HC-3, Table 6, pg. 52)		N/A	Ongoing
Treated sewage effluent will be discharged into Milne Inlet, near to the camp but removed from Philip's Creek (response to HC-3, Table 6, pg. 52)		Mary River Project - Rotating Biological Contactor (RBC System) Sewage Treatment and Discharge - Milne Inlet As-Constructed Report (BH Martin Consultants Inc., Report Reference No. 06-090, dated January 21, 2008)	N/A
Drinking water for the camp (and possibly for community uses) will be obtained from Philip's Creek, upstream of the effluent discharge point.(response to HC-3, Table 6, pg. 53)		N/A	N/A
Specific activities, such as ore crushing, stockpiling or ship loading, will each occur over the span of several months. With the exception of the weathered ore stockpile (which will be stockpiled on existing weathered ore on the deposit), all materials will be removed from site at the conclusion of the bulk sampling program. (response to HC-4, Table 6, pg. 53)		N/A	N/A
Monitoring of fall-out from air emissions is proposed at the crushing, roadside and Milne Inlet ore stockpiling and loading operations, and site runoff will be monitored in the vicinity of the same areas, to monitor any deposition that occurs over the short time frame of the project, the potential loading that may occur over the long-term with a full-scale mining operation (response to HC-4, Table 6, pg. 53)		Comprehensive Environmental Monitoring Plan (Baffinland, March 31, 2012)	Complete
Aquatic monitoring of the receiving environment will be a component of the Construction Environmental Monitoring Plan (CEMP). (response to INAC-1, Table 7, pg. 54)			
Nevertheless, snow sampling is proposed in the vicinity of the bulk sample pits, to detect any residual ammonia, as part of the monitoring program (Section 8.6.4). (response to INAC-2, Table 7, pg. 55)			
The proposed landfill will contain only inert wastes such as metals, plastics and rubber, and no food waste or other biodegradable or hazardous wastes. (response to INAC-4, Table 7, pg. 57)			
Run-off water quality from the proposed will be monitored as a part of the bulk sample program. (response to INAC-4, Table 7, pg. 57)			
no fishing will be permitted by workers on the project. (response to INAC-5, Table 7, pg. 58)		N/A	Ongoing
Baffinland will seek the requisite permit (explosives magazine license under the Explosives Use Act from the territorial government) as part of the licensing phase of this application. (response to NRCan-2, Table 8, pg. 59)		N/A	Complete
Notification will be made to local stakeholders regarding the ship schedule for the bulk sampling program (Section 6.4.2.2). (response to PC-2, Table 9, pg. 60)		Stakeholder notification	Complete
The shipping traffic associated with Baffinland's bulk sampling program includes 2 ships in August 2007, and five ships spanning August- September 2008. (response to PC-3, Table 9, pg. 60)		N/A	N/A
Baffinland will comply with appropriate legislation (Aeronautics Act, The Canadian Aviation Regulations, CARS 301 and TC312) (response to TC-2, Table 10, pg. 61)		N/A	N/A
b. Memorandum dated April 20, 2007 entitled Establishing Significance of Residual Impacts of the Bulk Sampling Program		N/A	Ongoing
c. Memorandum dated April 17, 2007 entitled Calculation of Estimated Ammonia Runoff from Bulk Sample Pits		N/A	Ongoing
d. Correspondence dated March 16, 2007 from Knight Piesold to Rod Cooper regarding Preliminary Results of Phase 1 Geochemical Characterization Program		N/A	N/A
e. Correspondence dated January 8, 2007 from Rod Cooper to Carolanne Inglis-McQuay		N/A	N/A
f. Indian and Northern Affairs Application for Land Use Permit		N/A	N/A
g. Indian and Northern Affairs Application for Quarrying Permit		N/A	N/A
h. Qikiqtani Inuit Association Application for Access to Inuit Owned Land		N/A	N/A
i. Baffinland Iron Mines Corporation Mary River Project, Bulk Sampling Program - Environmental Screening Document Volume I Report and Volume II Appendices (Knight Piesold Report NB102-00181/6-1, Rev. 0, dated November 20, 2007		N/A	N/A
2. The proponent shall maintain a copy of the Screening Decision at the site of operation at all times.		N/A	Copies are on site
3. The proponent shall forward copies to NIRB of all authorizations obtained and required for this project prior to the commencement of the project.		N/A	Complete
4. The proponent shall operate the project in accordance with all applicable Federal and Territorial Acts, Regulations and Guidelines.		N/A	Ongoing
5. The proponent shall submit and annual report with copies provided to the NIRB, INAC, the QIA, Environment Canada and Government of Nunavut by January 31 each year that the project is in operation commencing January 31, 2008. The report must contain, but not be limited to, the following information:			
a. A summary of activities undertaken for the year, including any progressive reclamation work undertaken, and a work plan for the following year - site photos should be provided where relevant;		Annual Report to the Nunavut Impact Review Board (Baffinland, 2012)	Complete
b. A summary of how the Proponent has complied with NIRB conditions contained within this Screening Decision.			
c. A summary of the results from the Monitoring Program and the Construction Environmental Management Plan, including:			
i. An analysis of the impact of the project upon the bio-physical and socio-economic environments, including the cumulative impacts from other activities within the project area;			
ii. An analysis of the effectiveness of mitigation measures;			
iii. The identification of any unanticipated environmental impacts (if any) and any follow-up required (if relevant);			
iv. Compliance status with applicable regulations and all authorizations associated with the project activities, including any exceedances of CCME-FWAL criteria (as reported to Environment Canada, the Nunavut Water Board, and the Department of Fisheries and Oceans Canada)		Annual Report to the Nunavut Impact Review Board (Baffinland, 2012)	Complete
v. Any necessary adaptive mitigation strategies employed			
vi. Any modifications made to the Monitoring Program;			
vii. Results of community member involvement in the Monitoring Program; and			
viii. Description of the progress made on the development of component-specific thresholds used to determine the necessity for adaptive mitigation and management strategies.			
d. A summary of community consultations undertaken and the results; and			
e. A summary of site visits by inspectors with results and follow-up actions.			
6. Monitoring Program			

TABLE 2.1

BAFFINLAND IRON MINES CORPORATION  
MARY RIVER PROJECT

2013 COMPREHENSIVE ENVIRONMENTAL MONITORING PLAN

STATUS OF COMPLIANCE WITH CONDITIONS, APPROVALS AND COMMITMENTS

ITEM	ACTION	MOST RECENT DELIVERABLE(S)	STATUS
a. Prior to commencement of the Bulk Sample project proposal activities, the Proponent shall develop a comprehensive monitoring program for the project. The monitoring program must be developed for all stages of the project activities, including construction, operation, closure, and post-closure. The monitoring program should be developed in accordance with the objectives outlined in Section 8 of the Proponent's Environmental Screening Document, namely:		<b>Comprehensive Environmental Monitoring Plan</b> (Baffinland, March 31, 2012)	Complete
i. Detection of unanticipated environmental impacts (if any)			
ii. Assessment of the effectiveness of proposed mitigation and the need to modify the measures or implement contingency plans			
iii. Compliance with applicable regulations and requirements of environmental permits			
iv. Ongoing collection of baseline environmental data		<b>Annual Report to the Nunavut Impact Review Board</b> (Baffinland, 2012)	Complete
b. The monitoring program must monitor the components outlined in Section 8 of the Environmental Screening Document, but also must be updated to include monitoring for those components included in the significance assessment provided by the Proponent (on April 20, 2007), namely:			
i. Air quality			
ii. Noise			
iii. Unique or fragile landscapes			
iv. Water quality including sewage effluent, ARD and ammonia run-off			
v. Caribou			
vi. Carnivores			
vii. Marine Wildlife			
c. The Proponent shall make efforts to monitor potential impacts from the project proposal on Inuit harvesting activities, particularly along the Milne Inlet Tote Road.			
d. The monitoring program may utilize the same monitoring activities as the Construction Environmental Management Plan, but must be a stand-alone program.			
e. The monitoring program must incorporate data collected by the Pisikik Inuit Qaujimajatuqangit Working Group, particularly in the determination of monitoring methodology and the identification of suitable indicators.			
f. Baffinland must make all reasonable efforts to involve the community members from the Hamlet of Pond Inlet and Qikiqtani Inuit Association representatives in the development and implementation of the monitoring program.			
g. The marine wildlife monitoring component of the monitoring program should be developed in conjunction with Department of Fisheries and Oceans and must consider the use of local community members as marine wildlife monitors.			
h. The monitoring program must identify component-specific thresholds that will be used to determine the necessity for adaptive mitigation and management strategies.			
7. The Proponent must ensure that shipping contractors do not incinerate any wastes or deposit any sewage or bilge water in Milne Inlet.		N/A	Shipping contractors operated in compliance with applicable legislation
8. The Proponent must ensure that shipping contractors travel at a speed less than 25 km/hr, or otherwise directed by the Department of Fisheries and Oceans and/or Transport Canada.		N/A	Shipping contractors operated in compliance with applicable legislation
9. The Proponent shall submit an updated Emergency and Spill Response Plan immediately to NIRB and the Nunavut Water Board. Furthermore, the Proponent must ensure that there is sufficient spill response equipment at Milne Inlet to adequately respond to a fuel spill of, at a minimum, 9,520L.		<b>Spill Contingency Plan</b> (Baffinland, dated July 2012)	Complete
10. The Proponent shall ensure that all hazardous material is managed, removed from site and disposed in accordance with the <i>Environmental Protection Act (EPA)</i> , the Nunavut Territorial Regulations and Guidelines, and the Nunavut Hazardous Waste Disposal Manual.		N/A	Incorporated into EPP
11. If a formal Approval is required under the Navigable Waters Protection Act (NWPA) regarding works along the Milne Inlet Tote Road potentially interfering with navigation, the Proponent shall make all reasonable efforts to communicate this information to the community of Pond Inlet.		N/A	NWPA approval involved public notification process
12. The Proponent must provide the community of Pond Inlet, Parks Canada and Nunavut Tourism with advance notice regarding the timing of the project shipping activities for 2007 and 2008.		N/A	Notification of shipping provided to Nunavut Tourism and the Hamlet of Pond Inlet
13. In accordance with GN procedures where stated and sections 5.6.52 and 5.6.55 of the Nunavut Land Claims Agreement, the Proponent shall contact the nearest Government of Nunavut Wildlife Office in the event of a defence kill of a Polar Bear.		N/A	Incorporated into EPP
14. Aircraft take-offs and landings are prohibited if caribou monitoring indicates presence within of caribou within 1km of the airstrips and/or helipads.		N/A	Incorporated into EPP
15. The Proponent shall adhere to conditions stated in attached Appendix A. <i>Archaeological and Palaeontological Resources - Terms and Conditions for Land Use Permit Holders</i> .		N/A	Incorporated into EPP
16. In advance of any ground disturbance, the Proponent must conduct archaeological surveys in any areas which have not been previously surveyed by a qualified archaeologist (i.e. borrow-source areas, Milne Inlet). Following the surveys, the Proponent must submit an Archaeological Assessment Report to NIRB and the Government of Nunavut Department of Culture, Language, Elders and Youth (GN-CLEY). Any subsequent direction provided by the GN-CLEY the Archaeological Plan must be forwarded to NIRB. The Proponent shall continue its efforts to involve Inuit in the planning of field work, conducting field work and the interpretation of findings.		N/A	Incorporated into EPP
17. If snow sampling activities indicate adverse environmental impacts resulting from dust deposition from project activities, the Proponent must employ dust suppression methods approved by the Government of Nunavut - Department of Environment.		<b>Annual Report to the Nunavut Impact Review Board</b> (Baffinland, 2012)	Complete
<b>Appendix A - Terms and Conditions</b>			
1. The Permittee shall not operate any vehicle over a known or suspected archaeological or palaeontological site.		N/A	Incorporated into EPP
2. The Permittee shall not remove, disturb, or displace any archaeological artifact or site, or any fossil or palaeontological site.		N/A	Incorporated into EPP
3. The Permittee shall immediately contact the Department of Culture, Language, Elders and Youth (867) 934-2046 or (867) 975-5500 or 1 (866) 934-2035 should an archaeological site or specimen, or a palaeontological site or fossil be encountered or disturbed by any land use activity.		N/A	Incorporated into EPP
4. The Permittee shall immediately cease any activity that disturbs an archaeological or palaeontological site during the course of a land use operation, until permitted to proceed with the authorization of the Department of Culture, Language, Elders and Youth, Government of Nunavut.		N/A	Incorporated into EPP
5. The Permittee shall follow the direction of the Department of Culture, Language, Elders and Youth and DIAND in restoring disturbed archaeological or palaeontological sites to an acceptable condition.		N/A	Incorporated into EPP
6. The Permittee shall provide all information requested by the Department of Culture, Language, Elders and Youth concerning all archaeological sites or artifacts and all paleontological sites and fossils encountered in the course of any land use activity.		N/A	Incorporated into EPP
7. The Permittee shall make best efforts to ensure that all persons working under authority of the permit are aware of these conditions concerning archaeological sites and artifacts, and palaeontological sites and fossils.		N/A	Incorporated into EPP
8. The Permittee shall avoid the known archaeological and/or palaeontological sites listed in Attachment 1.		N/A	N/A
9. The Permittee shall have an archaeologist or palaeontologist perform the following functions, as required by the Department of Culture, Language, Elders and Youth: a. survey b. inventory and documentation of the archaeological or palaeontological resources of the land use area c. assessment of potential for damage to archaeological or palaeontological sites d. mitigation e. marking boundaries of archaeological or palaeontological sites f. site restoration		N/A	A licensed archaeologist has conducted surveys each year as required by the regulations
The Department of Culture, Language, Elders and Youth shall authorize by way of a Nunavut Archaeologist Permit or a Nunavut Palaeontologist Permit, all procedures subsumed under the above operations.		N/A	N/A
<b>NIRB Screening Decision February 22, 2008 - NIRB Recommended Project-Specific Terms and Conditions (Exploration and Geotechnical Drilling Program)</b>			
1. Baffinland Iron Mines Corporation (the Proponent) shall forward copies of all amended permits obtained and new authorizations required for this amendment to the Nunavut Impact Review Board (NIRB or Board) prior to the commencement of the project.		Baffinland sent via e-mail March 18, 2008	Complete
2. The Proponent shall conduct project activities in accordance with all commitments stated in all documents provided to the NIRB, Indian and Northern Affairs Canada (INAC), Nunavut Water Board (NWB) and other government agencies in this application and in the application for its Geotechnical and Exploration Program.		N/A	Ongoing
3. The Proponent is required to consult and submit a formal application as indicated by Transport Canada (TC) for Navigable Waters Protection Program (NWPP) with detailed drawings / plans and activities for applicable authorization.		Letters to Transport Canada dated December 10, 2007	Complete; approval granted
4. The Proponent is required that a revised Spill Contingency Plan be submitted to NIRB, Environment Canada (EC), INAC, Government of Nunavut – Department of Environment (GNDOE) and NWB along with 2007 Annual Report. It should include: a. Detailed site maps of various fuel caches in association with nearby facilities. b. The issues raised by interviewers during the Water License Amendment application with NWB.		<b>Spill Contingency Plan</b> (Baffinland, dated July 2012)	Complete
c. The wildlife protection measures regarding potential spills in marine areas during shipping, in particular implementing specific mitigation measures to keep birds out of any contaminated area and list what measures would be taken if birds do come in contact with the spill.		Responsibility of the Shipping Contractor	Ongoing
5. The Proponent is required to submit a revised Wildlife Management and Monitoring Plan (WMMP) to NIRB, GN-DOE and INAC along with 2007 Annual Report for its Geotechnical and Exploration Program. The following perspectives should be addressed and included in the revised WMMP: a. The mitigation and management measures specified in the revised WMMP should be detailed and site-specific including the proposed new activities and project components. b. Revised WMMP should reflect monitoring results in 2007 field operation and any additional impact analysis based on 2007 operation season.		<b>Wildlife Monitoring and Mitigation Plan</b> (Knight Piésold Ref. No. NB102-00181/7-4, Rev. 0, dated August 20, 2008)	Complete
c. The proponent should demonstrate how the Caribou Protection Measures were applied in 2007. It is not clear in the current WMMP, how control and impact sites were chosen and where they are located with respect to each other.		N/A	Complete
d. An explanation for choosing control and impact sites is required, and clear maps of the control and impact areas should be included in the WMMP.			
6. The Proponent shall verify its migratory bird survey techniques to ensure that the methodologies used are appropriate and comparable to surveys done elsewhere in the region by contacting and consulting the Canadian Wildlife Service (CWS) of Environment Canada: Myra Robertson (Environmental Assessment Coordinator, Canadian Wildlife Service, Environment Canada, Suite 301, 5204-50th Avenue, Yellowknife, NT X1A 1E2, Ph.: (867) 669.4763 or myra.robertson@ec.gc.ca).		N/A	Complete
7. The Proponent is required to conduct stack testing to ensure compliance with the CWSs and report to NIRB, GN-DOE and INAC for its new incinerator employed.		<b>Annual Report to the Nunavut Impact Review Board</b> (Baffinland, 2012)	Mary River incinerator tested in 2008 as representative of all camps and in 2009.
8. The Proponent shall include in its Annual Report for Geotechnical and Exploration Program all the proposing project activities and components described in this application. In addition to the requirements directed by NIRB in its Screening Decision Report dated March 26, 2007 for 07EN004, an accumulative effects assessment should be included in the Annual Report with respective to the additive and cumulative effects by the two subprojects and the proposed expansions of the one subproject (i.e., the geotechnical and exploration project) comprising the larger Mary River project.			Complete
9. The Proponent shall respond to the comments and concerns raised by the CLARC members directly as part of community consultation program and submit to NIRB, Qikiqtani Inuit Association and other parties associated with this project any results of such consultation.		Baffinland met with the CLARCs in late March/early April 2008 during public consultation meetings in each of the five North Baffin communities near the Project	Complete; ongoing
<b>QIA Commercial Lease for Inuit Owned Lands Q10C3001</b>			
<b>4.00 PERMITTED ACTIVITIES</b>	<b>PERMITTED ACTIVITIES</b>		
4.01 The Tenant agrees: (a) to use the Property for exploration of Minerals, the undertaking of engineering, geotechnical, and environmental studies in support of the planning for a potential major mining development, to engage in pre-construction staging activities, but not limited to tote road realignment and upgrades and activities associated therewith, temporary infrastructure at Milne Inlet and surface amendments at Milne Inlet and implementing necessary laydown areas, as generally described and approved by the Nunavut Impact Review Board including the construction, installation, and use of and maintenance of such equipment, buildings, plant and other infrastructure as is necessary to support such activities, provided no such Operations may be conducted on the Property unless and until a Work Plan or amended Work Plan as provided hereunder has been approved in respect of such Operations, by the Landlord; and further provided that the areas marked as 'Camp' on the Plan of Property attached hereto as Schedule "A" shall be used only as a camp area for temporary occupation of the Tenant's employees, contractors and agents; (b) to deliver to the Landlord by not later than April 1st in each calendar year during the Term a Work Plan which shall include: (i) a description of the Operations and Work on the Property that the Tenant proposes to perform in that year; (ii) a description of the topographical features and any natural or manmade features, structures or works that may be affected by the Tenant's Operations and Work on the Property; (iii) Environmental Action Plans that shall include the activities to be undertaken in that year, the details of the environmental monitoring and reporting plans for the upcoming year, a report of the estimated costs to be incurred to implement the Environmental Action Plans for the year and the balance of the Term, and any other planned activities for the balance of the Term, and which shall also include, but shall not be limited to, the proposed methods and procedures for the progressive: (1) removal of all structures, equipment, and other manmade debris; (2) rehabilitation of the area; (3) replacement of overburden and soil; (4) grading of the area back to its natural contours; and (5) re-establishment, to the extent possible, of flora required or necessary arising out of the Tenant's activities or presence on the Property.		Work Plan to the QIA	2013 Pending
4.02 The Tenant agrees to prepare a proposed Work Plan for 2011 that, notwithstanding subsection 4.01 (b), also includes adjustment of the Security Deposit in accordance with section 7.01 and which shall be provided to the Landlord by not later than March 1, 2011, The 2011 Work Plan shall, following the approval by the Landlord of the plan or any amended plan, be annexed and incorporated as Schedule "H" of this Lease.			
4.03 The Tenant shall have the right, but only as required to conduct its Operations and to perform the Work in compliance with the Work Plan or any Environmental Action Plan, to take from the Property the limited amounts and types of Specified Substances set forth in the Quarry Concession Agreement attached hereto as Schedule "B". The Tenant covenants and agrees that it, and its employees, contractors, subcontractors and agents, will conduct all quarry operations strictly and exclusively in accordance with the Quarry Concession Agreement.			
4.04 The Tenant further agrees: (a) not to undertake any Operations on the Property until the Tenant has obtained the Landlord's express written consent to a Work Plan, which consent shall not be unreasonably withheld; and (b) subject to section 4.05, the Tenant shall not undertake or permit to occur any material changes in the Operations or the Work that is contemplated with respect to the Property under a Work Plan, until the Tenant has submitted in writing to the Landlord a proposed amended Work Plan and obtained the express written consent of the Landlord, which consent shall not be unreasonably withheld.		N/A	Ongoing
4.05 The Landlord shall, within sixty (60) days of receipt of a written request for consent pursuant to subsections 4.04(a), advise the Tenant if additional information is required in order to permit the Landlord to determine if consent should be granted. The Landlord shall, within ninety (90) days of the date upon which the Tenant submits a request for consent, or within thirty (30) of receipt of any additional information if requested, whichever is the latter, provide notice in writing to the Tenant that consent is granted, or is granted upon certain conditions, or is withheld (as the case may be), failing which the Landlord shall be deemed to have consented to the Work Plan or amended Work Plan submitted by the Tenant.		N/A	Ongoing
4.06 The Tenant acknowledges and agrees that any consent to a new Work Plan, or to an amended Work Plan may be subject to: (a) such further environmental terms and conditions in addition to or in substitution for the environmental terms and conditions set out in article 6.00 hereof; (b) such increase in the security deposit required under article 7.00 hereof; and (c) such further socio-economic terms and conditions in addition to or in substitution for the socio-economic terms and conditions set out in article 9.00 hereof; to address concerns reasonably arising out of Operations in respect of the new or amended Work Plan, as the Landlord may in its discretion determine, acting reasonably.		N/A	Ongoing
<b>5.00 INSURANCE</b>			

TABLE 2.1

BAFFINLAND IRON MINES CORPORATION  
MARY RIVER PROJECT

2013 COMPREHENSIVE ENVIRONMENTAL MONITORING PLAN

STATUS OF COMPLIANCE WITH CONDITIONS, APPROVALS AND COMMITMENTS

ITEM	ACTION	MOST RECENT DELIVERABLE(S)	STATUS
5.01 The Tenant hereby covenants with the Landlord that it shall, at the Tenant's expense: (a) maintain comprehensive general liability, contractual liability and tenant's legal liability insurance indemnifying the Tenant and Landlord against claims for damage or injury to person or property or for the loss of life occurring on the Property or the area adjacent thereto; the limit of insurance initially, and subject to increase at the reasonable request of the Landlord, is to be insurance in an amount not less than \$5,000,000.00 in respect of bodily injury or death of one person, not less than \$5,000,000.00 in respect of one occurrence, and not less than \$5,000,000.00 for property damage;			
(b) maintain environmental impairment liability insurance indemnifying the Tenant and Landlord against claims for environmental contamination in an amount that a prudent mining company would do having regard to the nature and scope of the Operations on the Property, unless the Landlord provides a written waiver of such coverage;		N/A	Complete
(c) include in any insurance policies in respect of the Property a waiver of subrogation against the Landlord and the Tenant waives, releases and discharges the Landlord from all rights and claims which the Tenant might have or acquire against the Landlord arising out of damage to or destruction of the Property or any building or structure thereon occasioned by any perils insured against by the Tenant or which the Tenant has agreed to insure against, whether or not the rights and claims arise through the negligence or other fault of the Landlord, their servants, agents or contractors; and the Tenant agrees to look solely to its insurers in the event of loss whether the insurance coverage is sufficient fully to reimburse the Tenant for the loss or not; and			
(d) ensure that all such policies contain a severability of interests clause and a cross-liability clause in favour of the Landlord and the policies shall be primary and not call into contribution any other insurance available to the Landlord.			
5.02 Every contract of insurance required herein shall be placed with a company acceptable to the Landlord and licensed under the laws of Nunavut and ordinarily engaged in the business of insuring against the risks to be covered. The acceptance may not be unreasonably withheld.		N/A	Complete
5.03 Any insurance policies of the Tenant may include a deductible, provided the amount of the deductible must be approved by the Landlord which approval will not be unreasonably withheld.		N/A	Complete
5.04 All policies of insurance shall include a thirty (30) day written notice to the Landlord of policy cancellation. A copy of all changes to any policies of insurance shall be required to be provided promptly to the Landlord.		N/A	Ongoing
5.05 If the Tenant fails to obtain the insurance required hereunder, the Landlord may obtain the insurance and shall give the Tenant notice setting out the amount and dates of payment of all costs and expenses incurred by the Landlord in connection therewith to the date of the notice. In such event the Tenant shall, with the next instalment of rent due, pay the costs and expenses to the Landlord together with interest thereon at ten (10%) percent per annum calculated from the dates of payment by the Landlord up to the date of payment by the Tenant to the Landlord, failing which the amount of the costs and expenses together with interest shall be recoverable by the Landlord in the same manner as if it were rent reserved and in arrears.		N/A	N/A
5.06 The Tenant shall, prior to commencement of the Term, furnish the Landlord with certificates or other acceptable evidence of all insurance effected pursuant to this article.		Certificate of Insurance	Complete
6.00 RECLAMATION AND ENVIRONMENTAL TERMS			
6.01 The Tenant hereby covenants with the Landlord that it shall, at its own cost and expense: (a) comply with, and require compliance of all its employees, agents, contractors, subcontractors, licensees, permittees and sub-tenants with all Applicable Environmental Laws and all Environmental Action Plans approved by the Landlord, as amended from time to time; (b) be liable for and remedy any Environmental Damage not authorized under this Lease or where required pursuant to an Environmental Action Plan relating to the Operations of the Tenant, its agents, employees, contractors, subcontractors, licensees, permittees and sub-tenants which covenant shall survive the expiry or termination of this Lease; (c) provide written notice by facsimile transmission to the Landlord as soon as is reasonably practicable but in any event within twelve (12) hours of the Tenant becoming aware of any Environmental Damage not authorized by the Work Plan, or any material breach of any Applicable Environmental Laws or an Environmental Action Plan in respect of its Operations and Work on the Property; (d) upon receiving notice or observing that any event has occurred or is about to occur as a result of Operations on the Property which causes or may cause or contribute to a Material Adverse Change or constitutes or could constitute a contravention of or non-compliance with Applicable Environmental Laws or that any Hazardous Substance has or could be Released on, into or from the Property into the Environment contrary to Applicable Environmental Laws, or upon receiving notice that an administrative or judicial order has been filed or is about to be filed against the Tenant alleging violation of Applicable Environmental Laws or requiring the Tenant to perform any Remedial Work, it shall, at its own expense, take all necessary steps, including the application of Best Practices, to rectify the contravention or non-compliance, manage the Material Adverse Change, perform any Remedial Work and ensure compliance with all Applicable Environmental Laws;			
(e) without limiting the generality of any other indemnity under the terms of this Lease, that it shall indemnify the Landlord, its officers, directors, employees, agents and members and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses, suits and claims of every nature and kind whatsoever including, without limitation, the cost of defending and/or counterclaiming or claiming against third parties in respect of any action (all on the basis as between a solicitor and his/her own client) and any cost, liability, damage arising out of any action against the Landlord or a settlement of any action entered into by the Landlord relating to any Environmental Damage, any breach or non-observance of any environmental term, condition or covenant of this Lease; provided that this indemnity shall survive the expiry or termination of this Lease but shall not require the Tenant to indemnify the Landlord for the negligent act or omission of the Landlord or those for whom the Landlord is responsible at law;			
(f) comply with and observe the Environmental Terms and Conditions annexed hereto as Schedule "E" as amended from time to time by the parties; (g) deliver to the Landlord, on or before March 1, 2011, and not later than March 1st of each subsequent year of the Term, a report, in form and scope satisfactory to the Landlord in respect of all environmental issues arising in respect of the Tenant's Operations and Work on the Property for the past calendar year, which report shall include: (1) information respecting the Tenant's compliance with the terms of this Lease and any permits or licenses required in respect of its Operations on the Property, together with details of any incidents of non-compliance, the results of any inspection reports prepared by or fines levied by any competent regulatory authority and any remedial action relating thereto; (2) copies of any environmental reports, or incident reports; or incident reports or documentation relating to project changes on environmental matters that the Tenant is required to submit to any competent regulatory authority;		N/A	Ongoing
(3) copies of any environmental monitoring reports or environmental studies in respect of the Property prepared for the Tenant, together with any interpretation or analysis of the data contained therein done by the Tenant or its agents or consultants; and (4) a report on any Reclamation Work undertaken or required to be undertaken in accordance with this Lease; (h) reclaim and remediate the Property in accordance with all Environmental Action Plans, on an ongoing basis through the Term; (i) not later than one hundred twenty (120) days prior to the completion of Operations on the Property or the expiration of the Term or within one hundred twenty (120) days of early termination of the Lease, whichever first occurs, develop and submit for the approval of the Landlord, in consultation with all potentially impacted communities, any final amendments or modifications to the Reclamation Plan for approval by the Landlord;			
(j) subject to any agreement in writing between the parties, implement the Reclamation Plan as approved by the Landlord upon permanent cessation of Operations, provided however, nothing herein shall relieve the Tenant of any obligation to reclaim, remediate or repair the Property, to conform with any Applicable Environmental Laws or other laws of general application, or prejudice or impair any rights, indemnities, or remedies the Landlord may have against the Tenant, including without limitation any rights in respect of Environmental Damage to the Property;			
(k) if required to conduct ongoing reclamation or remediation subsequent to the expiry or termination of this Lease pursuant to any Environmental Action Plan including the Reclamation Plan (which shall not, in any event, exceed twelve (12) months from such termination or expiry unless otherwise agreed by the Landlord), conduct such reclamation or reclamation under the terms of a land use licence or permit issued by the Landlord pursuant to its standard policies and procedures, which shall be issued for the purpose of reclamation and remediation only and shall not permit the Tenant to carry on Operations on the Property;			
(l) permit the Landlord to conduct Environmental analyses of the Property when, in the opinion of the Landlord, acting reasonably, it is necessary or desirable to conduct an Environmental Audit, including, without limiting the Landlord's right to conduct a n Environmental Audit at any time during the Term, upon the completion of reclamation and remediation under all Environmental Action Plans including the Reclamation Plan by the Tenant pursuant to the provisions hereunder. The Tenant shall pay the Landlord's reasonable costs for any Environmental Audit, including fees and disbursements of any professional or other expert the Landlord may retain in respect of any Environmental Audit. The Landlord agrees the Environmental Auditor(s) shall have the training or experience necessary to undertake such work. The Landlord shall deliver to the Tenant, as soon as practicable but in any event at least five (5) business days prior to the undertaking of an Environmental Audit, the proposed scope of work and estimated cost of the Environmental Audit. The Landlord shall deliver to the Tenant a copy of the completed Environmental Audit within ninety (90) days of completion of a site visit; and (m) subject to all Environmental Action Plans (including the Reclamation Plan) or other land use agreement approved by the Landlord, peaceably yield up and surrender the Property to the Landlord at the expiration or sooner termination of this Lease in a good state of repair, remediation and reclamation, as near as possible to its original state prior to the Tenant's entry on the Property under this Lease or under any land use licence or permit it may have held prior to the grant of this Lease, in compliance with all Applicable Environmental Laws and other laws, the orders of any competent regulatory authorities, and the terms and conditions hereof.			
7.00 SECURITY DEPOSIT			
7.01 Contemporaneously with the execution of this Lease, the Tenant shall deposit with the Landlord security of Sixteen Million and Five Hundred Thousand Dollars (\$16,500,000) (the "Security Deposit") in a form specified in subsection 7.04(d). Any additional amount of Security Deposit shall be provided in the form or forms specified in section 7.04. Any interest earned on the Security Deposit shall be added to the Security Deposit. In addition to any other adjustment of the Security Deposit pursuant to section 7.03 during the Term, the parties acknowledge that the Security Deposit shall be adjusted in conjunction with the approval of the 2011 Work Plan. In accordance with section 4.02, the proposed 2011 Work Plan shall be delivered to the Landlord for consideration on or before March 1, 2011, and notwithstanding subsection 4.01(b) shall propose a Security Deposit adjustment based on the Landlord's Abandonment and Reclamation Policy (the Landlord's Policy). If the Landlord is unwilling to approve the 2011 Work Plan, including the Security Deposit adjustment proposed by the Tenant, and the parties are otherwise unable to agree, the dispute shall be resolved in accordance with the provisions of Article 14 of this Lease.		Security Deposit	Complete
7.02 If the Tenant breaches any material term, covenant or condition of this Lease, including, without limitation, failure to comply with an Environmental Action Plan, and fails to remedy such breach within the applicable time permitted pursuant to section 13.01, or if any Environmental Audit or Environmental Inspection identifies Environmental Impact not permitted by this Lease and the Tenant is unwilling or unable to conduct Remedial Work to remedy such damage, the Landlord may, at its option and without prejudice to any other rights, on fifteen (15) days' prior written notice to the Tenant of its intention to do so, appropriate and apply the Security Deposit or so much of it as may be necessary, to compensate the Landlord for loss or damage actually sustained by the Landlord arising out of or in connection with such breach by the Tenant, or to compensate the Landlord for the reasonable costs of any remediation or reclamation work it may undertake or cause to be undertaken under the terms of this Lease. The Landlord's notice to the Tenant shall include a detailed account of the costs and expenses incurred by the Landlord as a result of the Tenant's breach and the amount of the Security Deposit to be appropriated or applied. Should the Landlord draw or realize on the Security Deposit during the Term, the Tenant shall, within five (5) business days' receipt of written notice given by the Landlord, replenish the Security Deposit by such amount of the security as may have been required to be realized on pursuant to this section 7.02.		N/A	Ongoing
7.03 If at any time during the Term the Tenant notifies the Landlord in writing or delivers to the Landlord an Environmental Action Plan (including as part of a Work Plan referred to in section 4.01), either of which identifies, or if any Environmental Audit conducted by the Landlord or the Tenant should identify, that the costs for remediation or reclamation activities or to rectify any potential Environmental Impact Damage not permitted by this Lease may, reasonably considered, be in excess of the amount of the Security Deposit, the Tenant shall, within ten (10) business days' receipt of written notice from the Landlord, increase the Security Deposit by the amount of such excess costs. The method, costing and reasonable assumptions set forth in an Environmental Audit to determine the required amount from time to time of the Security Deposit shall be based upon the abandonment and reclamation policies for Inuit Owned Land of the Landlord having regard to the Work Plans (and any Environmental Action Plans) of the Tenant, all Work and intended Work to the date of the Environmental Audit, and the results of any Environmental Inspections. If an Environmental Audit acceptable to the Landlord identifies that the If at any time during the Term the Tenant delivers to the Landlord an Environmental Action Plan (including as part of a Work Plan) acceptable to the Landlord which identifies new or revised costs for remediation or reclamation activities that are less than the amount of the Security Deposit, then the Landlord shall, within thirty (30) days' receipt of a written request from the Tenant, provide written confirmation to the Tenant that the Security Deposit can be decreased by the amount of the Security Deposit that is in excess of such costs. The parties agree to provide information and to execute documents as may be necessary or desirable to give effect to an increase or decrease in the Security Deposit that is required by the terms herein, which is the difference between the new or revised costs for remediation or reclamation activities and the costs applicable prior to such request. The Landlord agrees to cooperate with the Tenant in providing or executing such documentation as may be necessary to give effect to the decrease in Security Deposit.		N/A	Ongoing
7.04 The security shall be in a form and content acceptable to the Landlord and may, at the option of the Tenant, be in the form of: (a) cash; (b) promissory note guaranteed by a Canadian chartered bank and payable to the Landlord; (c) a certified cheque drawn on a Canadian chartered bank and payable to the Landlord; (d) a letter of credit issued by a Canadian chartered bank substantially in the form of Schedule "I" attached hereto, naming the Landlord as the beneficiary; (e) bearer bonds issued or guaranteed by the Government of Canada; and/or (f) a demand debenture, bond or other negotiable instrument of the Tenant secured by a first charge against all of the assets and undertaking of the Tenant in form and content acceptable to the Landlord, including, without limitation, any maximum amount acceptable to the Landlord, and with any third party approval deemed necessary or desirable by the Landlord, and registered or filed in such public offices or registries as determined by the Landlord.		Security Deposit Posted Under 7.01	Ongoing
7.05 In the event that the Tenant assigns its interest in the property and in this Lease in accordance with subsection 3.02(f) and the permitted assignee has provided to the Landlord a Security Deposit equal to that posted by the Tenant at the time of the proposed assignment and agreed to be liable pursuant to this Lease for activities of the Tenant occurring prior to the assignment date, the Landlord shall, within five (5) business days of the posting of such security, release the Security Deposit or such portion of it remaining (and any interest thereon) to the Tenant whereupon the Tenant shall have no further obligation or liability to the Landlord in respect thereof. In the event that the permitted assignee does not agree to be liable as herein provided the Tenant agrees that it shall remain liable to the Landlord for activities of the Tenant occurring during the Term and prior to the assignment date.		N/A	Ongoing
7.06 Provided that the Tenant is not in default hereunder, six (6) months following the commencement of the activities to abandon the Property pursuant to the approved Reclamation Plan, and at six (6) month intervals thereafter, an Environmental Audit of the Security Deposit may, where deemed appropriate by the Landlord, approve the release of the Tenant or a portion of the Security Deposit which is equal to the portion of the work completed. Subject to section 7.05, on the second anniversary of the date that all obligations under this Lease have been fully completed as determined by an Environmental Audit to the satisfaction of the Landlord, including any reclamation or remediation obligations (whether completed before or after the termination of this Lease) the balance of the Security Deposit, plus interest (if any) shall be released to the Tenant.		N/A	Ongoing
8.00 LANDLORD'S OBLIGATIONS			
8.01 The Landlord represents, warrants and covenants that: (a) pursuant to the NLCA, it is the owner of an estate in fee simple of the surface rights of the Property, save and except for the mines and minerals that may be found to exist therein together with the right to work the same, but including the right to all Specific Substances, subject only to: (i) such rights and interests as are provided in the NLCA and all other terms thereof, (ii) the provisions of the Land Titles Act (Nunavut), and (iii) the encumbrances and interests endorsed on any certificate of title for the estate in fee simple of and in the surface rights of the Property, none of which materially adversely affect the rights of the Tenant under this Lease; and (b) the Tenant, paying the rent hereby reserved and observing and performing the covenants on its part herein contained, shall peaceably hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or any person rightfully claiming under or in trust for it, subject to the provisions herein.		N/A	Ongoing
8.02 Upon expiry of the Term and fulfillment by the Tenant of all of its obligations pursuant to this Lease, the Landlord shall provide to the Tenant written confirmation that the Tenant has completed all of its requirements under this Lease, including, without limitation, with respect to reclamation and remediation, provided that such confirmation shall not constitute a waiver or acquiescence by the Landlord with respect to any obligations of the Tenant hereunder.		N/A	Ongoing



TABLE 2.1

BAFFINLAND IRON MINES CORPORATION  
MARY RIVER PROJECT

## 2013 COMPREHENSIVE ENVIRONMENTAL MONITORING PLAN

## STATUS OF COMPLIANCE WITH CONDITIONS, APPROVALS AND COMMITMENTS

ITEM	ACTION	MOST RECENT DELIVERABLE(S)	STATUS
8.03 The Landlord may release information relating to the Operations to the public. The parties agree to work co-operatively in developing any joint release of information arising from a Work Plan.		N/A	Ongoing
<b>9.00 SOCIOECONOMIC BENEFITS</b>			
9.01 The Tenant represents that its Operations on the Property have the potential to result in a major mining development, including, without limitation, the possibility of a Production Lease for the large scale extraction of Minerals, with significant potential to increase economic development and opportunities in the Qikiqtani Region of Nunavut.		N/A	Ongoing
9.02 Each party is relying upon the representation of the other that it is the intent of each of them to provide a cooperative atmosphere to establish practices that will maximize employment and economic opportunities for Inuit of the Qikiqtani Region of Nunavut.		N/A	Ongoing
9.03 The Tenant shall, during the Term, employ Inuit in its Operations and Work on the Property and contract with businesses owned, operated or controlled by Inuit, and/or Inuit Firms as defined in the NLCA, that are resident in the Qikiqtani Region of Nunavut or primarily carry on business in the Qikiqtani Region of Nunavut, for goods and services required for its Operations on the Property in accordance with the spirit and intent set forth in the Memorandum of Understanding between the Tenant and the Landlord dated March 31st, 2009 (the "Socio-Economic Terms and Conditions"). The Tenant shall also cause or procure its employees, contractors, subcontractors, affiliates, subsidiaries, joint-venturers, partners and agents to comply with the Socio-Economic Terms and Conditions.		N/A	Ongoing
9.04 The Tenant shall establish training programs for Inuit for skills relating to employment in its Operations on the Property and in the mining industry generally.		N/A	Ongoing
9.05 The Tenant shall, on or before April 1st of each year of the Term, submit to the Landlord for its approval the Tenant's proposed plan for implementation of sections 9.03 and 9.04, including, without limitation, the Tenant's implementation of the Socio-Economic Terms and Conditions.		Work Plan to the QIA	2013 Pending
9.06 The parties agree that provisions of the Socio-Economic Terms and Conditions may become superseded by an Inuit Impact and Benefit Agreement entered into between the parties in furtherance of the NLCA, provided that the provisions of this Lease and any Inuit Impact and Benefit Agreement may both apply, in respect of the same subject matter or otherwise, unless expressly stated to the contrary, and the provisions thereof shall be interpreted so as to enhance the maximum benefit for Inuit. In the event of a conflict between the provisions of this Lease and the terms of any Inuit Impact and Benefit Agreement, the provisions of the Impact and Benefit Agreement shall take priority, but only to the extent of such conflict.		N/A	Ongoing
<b>10.00 RIGHT OF RENEWAL</b>			
10.01 Provided the Tenant pays the rent and observes and performs the terms and conditions on its part herein contained, the Tenant may renew this Lease for a further term of one (1) year from the expiration of the Term. Any further renewal shall be as may be agreed by the parties. Any renewal of this Lease shall be subject to the terms and conditions herein contained excepting only this right of renewal, at a rent to be determined pursuant to section 10.03 hereof but which shall not be less than the rent payable during the initial Term. In the event of renewal, all references herein to the Term shall apply to the renewal term.		N/A	Ongoing
10.02 The Tenant may exercise this right to renew by notice in writing to the Landlord provided not later than ninety (90) days before the expiration of the Term. If the Tenant does not exercise its right of renewal as provided herein, the Tenant shall have no further right to renew this Lease and the Landlord shall not be obliged to grant a renewal of the Term.		N/A	Ongoing
10.03 The rent reserved under the renewed Lease shall be payable annually and shall be established by the Landlord in accordance with its approved policies.		Annual Fees	Complete
10.04 The Tenant may dispute the renewal rent set by the Landlord, within thirty (30) days next following the date that the Landlord gives notice of the renewal rent, by advising the Landlord in writing of its intention to dispute the rent set by the Landlord and also notifying the Landlord of its alternate proposal for the renewal rent. If, within thirty (30) days following receipt by the Landlord of such notice from the Tenant, the parties are unable to agree upon the renewal rent, the matter shall be referred to the Surface Rights Tribunal established pursuant to the NLCA for a final determination in accordance with the NLCA.		N/A	Ongoing
<b>11.00 FORCE MAJEURE</b>			
11.01 Whenever and to the extent that either party is bona fide unable, despite its best efforts, to fulfill or is delayed or restricted in fulfilling any of its obligations under this Lease by an event of Force Majeure, such party shall be relieved from the fulfillment of the part of its obligations affected by Force Majeure during the period of Force Majeure.		N/A	Ongoing
11.02 Notwithstanding an event of Force Majeure, the party affected shall proceed with the performance of its obligations not thereby affected. An event of Force Majeure shall not operate to excuse the Tenant from the payment of any rent, the provision of or payment for any insurance or any other obligation to pay money or from obtaining any form of security, including a Letter of Credit, as required by this Lease.		N/A	Ongoing
<b>12.00 MONITORING</b>			
12.01 The proposed Monitoring Plan, attached hereto as Schedule "F", is subject to approval in writing by the Landlord prior to implementation, and may be amended by the agreement of the parties in writing. The parties covenant to take all steps, and perform such tasks, as shall be reasonably necessary to implement the Monitoring Plan, as amended, including those provisions relating to ongoing monitoring. This covenant shall survive the expiry or early termination of this Lease, howsoever occurring, and shall remain binding upon the parties.		Work Plan to the QIA	2013 Pending
12.02 Pursuant to section 3.02(c), the Tenant shall be responsible for all costs of the Landlord arising from the Monitoring Plan, including without limitation the Landlord's reasonable costs of Environmental Inspectors and Environmental auditors, and all reasonable costs relating thereto, including, without limitation, costs arising from sampling, analysis, and reporting.		N/A	Ongoing
12.03 Within six (6) months following the termination of this Lease, or upon the completion of the Operations and the Work, whichever shall first occur, the Tenant and the Landlord shall enter into a Final Monitoring Agreement, which shall include, at a minimum, implementation of the provisions in the Reclamation Plan and the Monitoring Plan that are in respect of monitoring subsequent to the completion of the Operations and the Work.		N/A	Ongoing
12.04 The Final Monitoring Agreement shall be for a minimum term of five (5) years and shall otherwise include, at a minimum, the provisions set forth in the Monitoring Plan and Reclamation Plan that are in respect of monitoring subsequent to the completion of the Operations and the Work and shall include such further matters as may be necessary or desirable to ensure the Tenant's compliance with its obligations to remediate and reclaim, as near as possible to its original state prior to the Tenant's entry on the Property under this Lease or under any land use licence or permit it may have held prior to the grant of this Lease. If either party fails to execute the Final Monitoring Agreement, then either party may apply to the Nunavut Court of Justice for an Order appointing an arbitrator and determining any terms of reference the court deems necessary or desirable, and the decision of the arbitrator as to the appropriate terms and conditions of the Monitoring Agreement shall be final and binding on the parties. The minimum terms and conditions of the Monitoring Plan and Reclamation Plan that are in respect of monitoring and Reclamation Work subsequent to the completion of the Operations and the Work shall survive the termination of this Lease and shall continue in full force and effect as binding obligations of the parties.		N/A	Ongoing
<b>INAC Land Use Permit N2006C0036 (Exploration and Geotechnical Program)</b>			
<b>31(1)(a) - Location and Area</b>			
1. The Permittee shall not conduct this land use operation on any lands not designated in the accepted application, unless otherwise authorized in writing by the Engineer.		N/A	Incorporated into EPP
2. The Permittee shall remove from Territorial Lands, all scrap metal, discarded machinery and parts, barrels and kegs, building and building material.		<b>Abandonment and Reclamation Plan</b> (Baffinland, dated March 31, 2012)	Ongoing
3. The Permittee shall not construct an adit or drill site within 31 metres of the normal high water mark of a stream unless approval in writing is obtained from the Engineer.		N/A	Incorporated into EPP
4. The Permittee shall locate all camps on gravel, sand or other durable land.		N/A	Ongoing
<b>31(1)(b) - Time</b>			
5. The Permittee's Field Supervisor shall contact or meet with a Land Use Inspector at the Iqaluit office of the Department of Indian Affairs and Northern Development, phone number (867) 975-4297, at least 48 hours prior to the commencement of this land use operation.		Notification	Ongoing
6. The Permittee shall complete all clean-up and restoration of the lands used prior to the expiry date of this permit.		N/A	Ongoing
7. The Permittee shall advise a Land Use Inspector at least 10 days prior to the completion of the land use operation of, a) his plans for removal or storage of equipment and materials, and b) when final clean-up and restoration of the lands used will be		Notification	Not yet required
<b>31(1)(c) - Equipment</b>			
8. The Permittee shall not use any equipment except of the type, size and number that is listed in the accepted application, unless otherwise authorized in writing by the Land Use Inspector.		N/A	Ongoing
9. The Permittee shall burn all combustible garbage and debris in a container acceptable to the Land Use Inspector.		N/A	Incorporated into EPP
10. The Permittee shall keep all garbage and debris in a covered metal container until disposed of.		N/A	Incorporated into EPP
<b>31(1)(d) - Methods and Techniques</b>			
11. The Permittee shall plug all bore holes as the use land use operation progresses		N/A	Incorporated into EPP
12. The Permittee shall not erect camps or store material on the surface ice of streams		N/A	Incorporated into EPP
<b>31(1)(e) - Type, Location, Capacity and Operation of Facilities</b>			
13. The Permittee shall not locate any sump within 33 metres of the normal high water mark of any stream.		N/A	Incorporated into EPP
14. The Permittee shall backfill and restore all sumps prior to the expiry date of this permit.		N/A	Incorporated into EPP
15. The Permittee shall ensure that the land use area is kept clean and tidy at all times.		N/A	Incorporated into EPP
<b>31(1)(f) - Control or Prevention of Flooding, Erosion and Subsidence of Land</b>			
16. a) The Permittee shall, where flowing water from bore holes is encountered, plug the bore hole in such a manner as to permanently prevent any further outflow of water. b) The artesian occurrence shall be reported to the Engineer within forty-eight (48) hours.		N/A Notification	Incorporated into EPP Ongoing
17. The Permittee shall install erosion control structures as the land use operation progresses unless otherwise authorized by a Land Use Inspector.		N/A	Incorporated into EPP
18. The Permittee shall prepare the site in such a manner as to prevent rutting of the ground surface.		N/A	Incorporated into EPP
19. The Permittee shall not move any equipment or vehicles unless the ground surface is in a state capable of fully supporting the equipment or vehicles without rutting or gouging.		N/A	Incorporated into EPP
20. The Permittee shall suspend overland travel of equipment or vehicles if rutting occurs.		N/A	Incorporated into EPP
<b>31(1)(g) - Use, Storage, Handling and Disposal of Chemical or Toxic Material</b>			
21. The Permittee shall deposit all sewage into a sump.		N/A	Incorporated into EPP
22. The Permittee shall deposit all drill waste into a sump.		N/A	Incorporated into EPP
23. The Permittee shall not allow any drilling waste to spread to the surrounding lands or water bodies.		N/A	Incorporated into EPP
24. The Permittee shall remove all non-combustible garbage and debris from the land use area to a disposal site approved in writing by a Land Use Inspector.		<b>Bulk Sampling Program - Landfill Design and Operations</b> (Knight Piésold Ref. No. NB102-00181/10-6, Rev. 1, dated March 31, 2008)	Ongoing
25. The Permittee shall dispose of all combustible waste petroleum products by incineration or removal.		N/A	Incorporated into EPP
26. The Permittee shall dispose of all toxic or persistent substances in a manner as approved in writing by the Engineer.		N/A	Incorporated into EPP
27. The Permittee shall report all spills immediately in accordance with instructions contained in "Spill Report" form NWT 1752 (05/93) Twenty four (24) hour spill report line (867) 920-8130.		N/A	Incorporated into EPP and Spill Contingency Plan
<b>31(1)(h) - Wildlife and Fisheries Habitat</b>			
28. The Permittee shall not unnecessarily damage wildlife habitat in conducting this land use operation.		N/A	Incorporated into EPP
29. Your operation is in an area where bears may be encountered. Proper food handling and garbage disposal procedures will lessen the likelihood of bears being attracted to your operation. Information about the latest bear detection and deterrent techniques can be obtained from the Department of Renewable Resources at Iqaluit.		N/A	Ongoing
<b>31(1)(i) - Objects and Places of Recreational, Scenic and Ecological Value</b>			
30. The Permittee shall not feed wildlife.		N/A	Incorporated into EPP
<b>31(1)(k) - Petroleum Fuel Storage</b>			
31. The Permittee shall not place any petroleum fuel storage containers within thirty one (31) metres of the normal high mark of any stream.		N/A	Incorporated into EPP
32. The Permittee shall not allow petroleum products to spread to surrounding lands or into water bodies.		N/A	Incorporated into EPP
33. The Permittee shall have one extra fuel storage container on site equal to, or greater than, the size of the largest fuel container.		N/A	Incorporated into EPP
34. The Permittee shall a) Examine all fuel storage containers for leaks a minimum of once every day. b) Repair all leaks immediately		Controls and inspections to prevent potential impacts from fuel leaks in active operations.	A risk-based Fuel Management and Control Plan has been developed and implemented.
35. The Permittee shall seal all container outlets except the outlet currently in use.		N/A	Incorporated into EPP
36. The Permittee shall mark all fuel containers with the Permittee's name.		N/A	Incorporated into EPP
<b>31(1)(m) - Matters not Inconsistent with the Regulations</b>			
37. The Permittee shall not remove any material from below the ordinary high water mark of any stream without first obtaining written permission from a Land Use Inspector.		N/A	Incorporated into EPP
38. The Permittee shall display a copy of this permit in a conspicuous place in each campsite established to carry out this land use operation.		N/A	Copies are on site
<b>39. Part 1 - In this Permit</b>			
"Sump" means a man-made pit, trench hollow or cavity in the earth's surface used for the purpose of depositing waste material therein.		N/A	Information
"Drill waste" means all materials or chemicals, solid or liquid, associated with the drilling of bore holes and includes bore hole cuttings.		N/A	Information
40. The Permittee shall submit to the Engineer a contingency plan, for chemical and petroleum spills, for use during the construction and operation of the winter road.		<b>Spill Contingency Plan</b> (Baffinland, dated July 2012)	Complete
<b>ADDED AS PER MARCH 14, 2008 AMENDMENT</b>			
1. The Permittee shall not use bladders for storing petroleum products.		N/A	N/A
2. The Permittee shall not use bladders for transporting petroleum products.		N/A	N/A
<b>Archaeology Terms and Conditions</b>			
1. The Permittee shall not operate any vehicle over a known or suspected archaeological or palaeontological site.		N/A	Incorporated into EPP
2. The Permittee shall not remove, disturb, or displace any archaeological artifact or site, or any fossil or palaeontological site.		N/A	Incorporated into EPP
3. The Permittee shall immediately contact the Department of Culture, Language, Elders and Youth (867) 934-2046 or (867) 975-5500 or 1 (866) 934-2035 should an archaeological site or specimen, or a palaeontological site or fossil be encountered or disturbed by any land use activity.		N/A	Incorporated into EPP
4. The Permittee shall immediately cease any activity that disturbs an archaeological or palaeontological site encountered during the course of a land use operation, until permitted to proceed with the authorization of the Department of Culture, Language, Elders and Youth, Government of Nunavut.		N/A	Incorporated into EPP
5. The Permittee shall follow the direction of the Department of Culture, Language, Elders and Youth and DIAND in restoring disturbed archaeological or palaeontological sites to an acceptable condition.		N/A	Ongoing
6. The Permittee shall provide all information requested by the Department of Culture, Language, Elders and Youth concerning all archaeological sites or artifacts and all palaeontological sites and fossils encountered in the course of any land use activity.		N/A	Ongoing
7. The Permittee shall make best efforts to ensure that all persons working under authority of the permit are aware of these conditions concerning archaeological sites and artifacts, and palaeontological sites and fossils.		N/A	Ongoing
8. The Permittee shall avoid the known archaeological and/or palaeontological sites listed in Attachment 1.		N/A	Ongoing
9. The Permittee shall have an archaeologist or palaeontologist perform the following functions, as required by the Department of Culture, Language, Elders and Youth a) survey b) inventory and documentation of the archaeological or palaeontological resources of the land use area c) assessment of potential for damage to archaeological or palaeontological sites d) mitigation e) marking boundaries of archaeological or palaeontological sites f) site restoration The Department of Culture, Language, Elders and Youth shall authorize by way of a Nunavut Archaeologist Permit or a Nunavut Palaeontological Permit, all procedures subsumed under the above operations		<b>Annual Archaeology Assessment Report</b> (Baffinland, 2012)	N/A

TABLE 2.1

BAFFINLAND IRON MINES CORPORATION  
MARY RIVER PROJECT

2013 COMPREHENSIVE ENVIRONMENTAL MONITORING PLAN

STATUS OF COMPLIANCE WITH CONDITIONS, APPROVALS AND COMMITMENTS

ITEM	ACTION	MOST RECENT DELIVERABLE(S)	STATUS
INAC Land Use Permit N2007F0004 (Bulk Sampling Program)			
31 (1) (A) LOCATION AND AREA			
1. The Permittee shall not conduct this land use operation on any lands not designated in the accepted application, unless otherwise authorized in writing by the Engineer		N/A	Incorporated into EPP
2. The Permittee shall remove from Territorial Lands, all scrap metal, discarded machinery and parts, barrels and kegs, buildings and building material		Abandonment and Reclamation Plan (Baffinland, March 31, 2012)	Complete
3. The Permittee shall not construct an adit or drill site within 31 meters of the normal high water mark of a stream unless approval in writing is obtained from the Engineer		N/A	Incorporated into EPP
31(1)(B) TIME			
4. The Permittee's Field Supervisor shall contact or meet with a Land Use Inspector at the Iqaluit office of the Department of Indian Affairs and Northern Development, phone number (867) 975-4296, at least 48 hours prior to the commencement of this land use operation.		Notification	Complete
5. The Permittee shall advise a Land Use Inspector at least 10 days prior to the completion of the land use operation of, a) his plans for removal or storage of equipment and materials b) when final clean-up and restoration of the lands used will be completed		Notification	Not yet required
6. The Permittee shall complete all clean-up and restoration of the lands used prior to the expiry date of this permit.		N/A	Not yet required
7. The Engineer reserved the right to impose closure of any area to the Permittee in periods when dangers to natural resources are severe		N/A	N/A
31 (1) (c ) EQUIPMENT			
8. The Permittee shall not use any equipment except of the type, size, and number that is listed in the accepted application, unless otherwise authorized in writing by the Land Use Inspector		N/A	Ongoing
9. The Permittee shall keep all garbage and debris in a covered metal container until disposed of.		N/A	Incorporated into EPP
31 (1) (D) - METHODS AND TECHNIQUES			
10. The Permittee shall slope the sides of excavations and embankments except in solid rock to a horizontal/vertical ratio of 2 :1 unless otherwise authorized in writing by the Land Use Inspector		N/A	Incorporated into EPP
31 (1) (E) - TYPE, LOCATION, CAPACITY AND OPERATION OF FACILITIES			
11. The Permittee shall ensure that the land use area is kept clean and tidy at all times		N/A	Incorporated into EPP
31 (1) (F) - CONTROL OR PREVENTION OF FLOODING, EROSION, AND SUBSIDENCE OF LAND			
12. The Permittee shall remove any obstruction to natural drainage caused by any part of this land use operation		N/A	Incorporated into EPP
13. The Permittee shall not cut any stream bank unless authorized in writing by a Land Use Inspector		N/A	N/A
14. The Permittee shall install erosion control structures as the land use operation progresses unless otherwise authorized by a Land Use Inspector		N/A	Incorporated into EPP
15. The Permittee shall prepare the site in such a manner as to prevent rutting of the ground surface.		N/A	Incorporated into EPP
31 (1) (G) USE, STORAGE, HANDLING AND DISPOSAL OF CHEMICAL OR TOXIC MATERIAL			
16. The Permittee shall not use chemicals in connection with the land use operation without the prior approval of the Engineer		N/A	Incorporated into EPP
17. The Permittee shall remove all non-combustible garbage and debris from the land use area to a disposal site approved in writing by a Land Use Inspector		Bulk Sampling Program - Landfill Design and Operations (Knight Piésold Ref. No. NB102-00181/10-6, Rev. 1, dated March 31, 2008)	Ongoing
18. The Permittee shall dispose of all combustible waste petroleum products by incineration or removal		N/A	Incorporated into EPP
19. The Permittee shall report all spills immediately in accordance with instructions contained in "Spill Report" form NWT 1752(05/93) Twenty four (24) hour spill report line (867)920-8130		N/A	Incorporated into EPP and Spill Contingency Plan
31 (1) (H) WILDLIFE AND FISHERIES HABITAT			
20. The Permittee shall not detonate explosives within fifteen (15) meters of any body of water which is not completely frozen to the bottom.		N/A	Incorporated into EPP
21. Aircraft take-offs and landings are prohibited if caribou monitoring indicates presence of caribou within 1 km of the airstrips and/or helipads.		N/A	Incorporated into EPP
31 (1) (K) PETROLEUM FUEL STORAGE			
22. The Permittee shall report in writing to a Land Use Inspector the location and quantity of all petroleum fuel caches within ten (10) days after the establishment		Written notification	N/A
23. The Permittee shall not place any petroleum fuel storage containers within thirty-one (31) meters of the normal high water mark of any stream		N/A	Incorporated into EPP
24. The Permittee shall not allow petroleum products to spread to surrounding lands or into water bodies		Controls and inspections to prevent potential impacts from fuel leaks in active operations.	A risk-based Fuel Management and Control Plan has been developed and implemented.
25. The Permittee shall construct a dyke around each stationary fuel container or group of stationary fuel containers where any one container has a capacity exceeding 4 000 litres		N/A	Incorporated into EPP
31 (1) (M) MATTERS NOT CONSISTENT WITH THE REGULATIONS			
26. The Permittee shall not remove any material from below the ordinary high water mark of any stream without first obtaining written permission from a Land Use Inspector.		N/A	Incorporated into EPP
27. The Permittee shall keep on hand, at all times during this land use operation, a copy of the Land Use Permit and a copy of the NIRB Screening Decision.		N/A	Copies are on site
28. The Permittee shall submit to the Engineer, NIRB, and the Nunavut Water Board an updated Emergency and Spill Response Plan, for chemical and petroleum spills, for use during the construction and operation of the winter road. The Permittee must ensure that there is sufficient spill response equipment at Milne Inlet to adequately respond to a fuel spill of, at a minimum, 9,520 L.		Spill Contingency Plan (Baffinland, dated July 2012)	Complete
29. to 31. These items are re-stated from the May 4, 2007 NIRB Screening Decision		See above	Complete
30. The Permittee shall abide by and comply with all applicable lawful rules, acts, regulations, and by-laws of Canada, Nunavut, any Municipality or regulatory body or authority having jurisdiction, the Nunavut Land Claim Agreement, and all other agreements, permits, licenses, and other instruments whatsoever related to the project		N/A	N/A
31 (a) Prior to commencement of the Bulk Sample project proposal activities, the Proponent shall develop a comprehensive monitoring program for the project. The monitoring program must be developed for all stages of the project activities, including construction, operation, closure and post-closure. The monitoring program should be developed in accordance with the objectives outlined in Section 8 of the Proponent's Environmental Screening Document as per number 6 of the NIRB Screening Report.		Comprehensive Environmental Monitoring Plan (Baffinland, dated March 31, 2012)	Complete
31 (b) The monitoring program must monitor the components outlined in Section 8 of the Environmental Screening Document, but also must be updated to include monitoring for those components included in the significance assessment provided by the Proponent (on April 20, 2007), as per number 6 of the NIRB Screening Report			Complete
31 (c) The Proponent shall make efforts to monitor potential impacts from the project proposal on Inuit harvesting activities, particularly along the Milne Inlet Tote Road.			Complete
31 (d) The monitoring program may utilize the same monitoring activities as the Construction Environmental Management Plan, but must be a stand-alone program.			Complete
31 (e) The monitoring program must incorporate data collected by the Pisikik Inuit Qaujimajatuqangit Working Group, particularly in the determination of monitoring methodology and the identification of suitable indicators.			Complete
31 (f) Baffinland must make all reasonable efforts to involve the community members from the Hamlet of Pond Inlet and Qikiqtani Inuit Association representatives in the development and implementation of the monitoring program.			Complete
31 (g) The marine wildlife monitoring component of the monitoring program should be developed in conjunction with Department of Fisheries and Oceans and must consider the use of local community members as marine wildlife monitors.			Complete
31 (h) The monitoring program must identify component-specific thresholds that will be used to determine the necessity for adaptive mitigation and management strategies.			Complete
32. The Proponent must ensure that shipping contractors do not incinerate any wastes or deposit any sewage or bilge water in Milne Inlet.		N/A	Shipping contractors operated in compliance with applicable legislation
33. The Proponent must ensure that shipping contractors travel at a speed less than 25 km/hr, or otherwise directed by the Department of Fisheries and Oceans and/or Transport Canada.		N/A	Shipping contractors operated in compliance with applicable legislation
QUARRYING PERMIT 2012QP0065			
Baffinland Iron Mines Corporation of Suite 1016, 120 Adelaide Street West, Toronto, Ontario, M5H 1T1 is hereby authorized to take 35,687 cubic meters of sand/gravel from the lands described as follows: From one (1) Borrow area, Borrow Area 6, Milne Inlet, Baffin, Nunavut.			
SUBJECT TO THE FOLLOWING CONDITIONS			
1. This permit expires twelve months from the date of issue or when the authorization quantity of material has been quarried or removed, whichever is the sooner.			
2. This permit does not grant to the permittee any exclusive right or leasehold in the land described herein.			
3. This permit shall not be assigned.			
4. All quarrying under this permit shall be carried out in accordance with the Nunavut Mining Safety Ordinance.			
5. This permit is subject to provisions of the Territorial Quarrying Regulations and the conditions set out therein. Failure to comply with the provisions of the Regulations and the conditions prescribed in this permit may result in cancellation of the permit in accordance with Section 12(5) of the Territorial Quarrying Regulations without prior notice to the Permittee.			
6. The Permittee will identify the work area to the satisfaction of the Land Use Inspector prior to the removal of any material and any change in location will require prior approval of the Land Use Inspector.			
7. The Permittee will not work in any area worked by any other Permittee except as co-ordinated by the Land Use Inspector.			
8. No material is to be removed from any land protected by a registered mineral claim, without the Permittee obtaining prior permission of the registered owner(s).			
9. Prior to the tenth day of each month, the Permittee shall submit a record to the Land Use Inspector at Iqaluit indicating the quantity of material quarried and the quantity of material removed from the site.		monthly report	ongoing
10. Upon expiration of this permit, as prescribed in Condition One, the Permittee shall level the excavation and restore the lands to the satisfaction of the Land Use Inspector within 30 days of said expiration date or as may be authorized by the Land Use Inspector.			
11. Land Use Permit N2007F0004 and its operating conditions apply.			
WATER LICENCE 2BB-MRY1114			
PART A: SCOPE, DEFINITIONS AND ENFORCEMENT			
1. Scope (left out of this table)			
This Licence allows for the use of water and the disposal of waste for an undertaking classified as Mining and Milling as per Schedule II of the Regulations. This Licence allows for exploration and bulk sampling operations, all-weather road construction, land based and on-ice drilling, a geotechnical drilling program, progressive reclamation programs, activities in support of engineering and scientific studies related to the draft EIS, ongoing maintenance to existing project infrastructure, camp operations, domestic waste treatment and/or disposal, fuel containment, and all associated uses at the Mary River Project located in the Qikiqtani Region, Nunavut.			Information
(i) This Licence is issued subject to the conditions contained herein with respect to the taking of water and the depositing of waste of any type in any waters or in any place under any conditions where such waste or any other waste that results from the deposits of such waste may enter any waters. Whenever new Regulations are made or existing Regulations are amended by the Governor in Council under the Nunavut Waters and Nunavut Surface Rights Tribunal Act , or other statutes imposing more stringent conditions relating to the quantity or type of waste that may be so deposited or under which any such waste may be so deposited, this Licence shall be deemed, upon promulgation of such Regulations, to be subject to such requirements; and;			Information
(ii) Compliance with the terms and conditions of this Licence does not absolve the Licensee from responsibility for compliance with the requirements of all applicable Federal, Territorial and Municipal legislation.			Information
2. Definitions (left out of this table)			
"Act" means the Nunavut Waters and Nunavut Surface Rights Tribunal Act ;			Information
"Addendum" means the supplemental text that is added to a full plan or report usually included at the end of the document and is not intended to require a full resubmission of the entire report;			Information
"Amendment" means a change to original terms and conditions of this Licence requiring correction, addition or deletion of specific terms and conditions of the Licence; modifications inconsistent with the terms and conditions of the Licence;			Information
"Appurtenant Undertaking" means an undertaking in relation to which a use of water or a deposit of waste is permitted by a licence issued by the Board;			Information
"Board" means the Nunavut Water Board established under the Nunavut Land Claims Agreement and the Nunavut Waters and Nunavut Surface Rights Tribunal Act ;			Information
"Bulk Fuel Storage Facility" means the fuel storage facilities described in the as-built construction report for the Mary River Camp (Ref. No. 09-058) and the construction Report for the fuel storage facility a Milne Inlet (Ref. No. 06-090);			Information
"Bulk Sample Program" means the activities described in the amendment application dated November 15, 2006; the Bulk Sampling Management Plan dated October 24, 2007 and the Updated Bulk Sampling Management Plan dated March 31, 2008;			Information
"Effluent" means treated or untreated liquid waste material that is discharged into the environment from a structure such as a settling pond, Landfarm or a treatment plant;			Information
"Engineer" means a professional engineer registered to practice in Nunavut in accordance with the Consolidation of Engineers and Geoscientists Act S. Nu 2008, c.2 and the Engineering, Geoscience Professions Act S.N.W.T. 2006, c.16 Amended by S.N.W.T. 2009, c.12;			Information
"Greywater" means all liquid wastes from showers, baths, sinks, kitchens and domestic washing facilities, but does not include toilet wastes;			Information
"IPC Scan" means the laboratory method for determining trace metals in water through Emission Spectroscopy using inductively coupled plasma (including from approximately 22 to 32 elements, depending on the laboratory performing the analysis);			Information
"Infrastructure" means all construction necessary for mining, such as watercourse crossings, piping, sewage and water systems, reservoirs, and roads;			Information
"Inspector" means an Inspector designated by the Minister under Section 85 (1) of the Act;			Information
"Licensee" means the holder of this Licence;			Information
"Minewater" means groundwater or any water used in mining, which is pumped or flows out of any underground workings or open pit;			Information
"Modification" means an alteration to a physical work that introduces a new structure or eliminates an existing structure and does not alter the purpose or function of the work, but does not include an expansion;			Information
"Non-Hazardous Waste Landfill" means the facility as described in the report entitled " Mary River Project, Mary River Landfill QA/QC Report (As-built Report), Genivar Consultants LP, September 2, 2010 for the disposal of non-hazardous solid waste;			Information
"Nunavut Land Claims Agreement" (NLCA) means the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada", including its preamble and schedules, and any amendments to that agreement made pursuant to it;			Information
"Polishing/Waste Stabilization Ponds" (PWSP) means the containment ponds designed as interim and/or contingency containment of sewage at the Mary River and Milne Inlet Camps;			Information
"Regulations" means the Northwest Territories Water Regulations SOR/93-303 8th June, 1993 , and application of Regulations Order SOR/2002-253 12 July, 2002;			Information
"Sewage" means all toilet wastes and greywater;			Information
"Spill Contingency Plan" means a Plan developed to deal with unforeseen petroleum and hazardous materials events that may occur during the operations conducted under the Licence;			Information
"Sump" means an excavation in impermeable soil for the purpose of catching or storing water or waste;			Information
"Toilet Wastes" means all human excreta and associated products, but does not include greywater;			Information
"Waste" means, as defined in s. 4 of the Act , any substance that, by itself or in combination with other substances found in water, would have the effect of altering the quality of any water to which the substance is added to an extent that is detrimental to its use by people or by any animal, fish or plant, or any water that would have that effect because of the quantity or concentration of the substances contained in it or because it has been treated or changed, by heat or other means.			Information



TABLE 2.1

BAFFINLAND IRON MINES CORPORATION  
MARY RIVER PROJECT

2013 COMPREHENSIVE ENVIRONMENTAL MONITORING PLAN

STATUS OF COMPLIANCE WITH CONDITIONS, APPROVALS AND COMMITMENTS

ITEM	ACTION	MOST RECENT DELIVERABLE(S)	STATUS
"Waste Water Treatment Facilities" (WWTF) means the treatment facilities and/or associated contingency infrastructure used for the treatment of sewage at the Mary River Camp(s) and the Milne Inlet Camp.			Information
3. Enforcement (left out of this table)			
(i) Failure to comply with this Licence will be a violation of the Act, subjecting the Licensee to the enforcement measures and the penalties provided for in the Act;			Information
(ii) All inspection and enforcement services regarding this Licence will be provided by Inspectors appointed under the Act; and			Information
(iii) For the purpose of enforcing this Licence and with respect to the use of water and deposit or discharge of waste by the licensee, Inspectors appointed under the Act, hold all powers, privileges and protections that are conferred upon them by the Act or by other applicable law.			Information
PART B: GENERAL CONDITIONS			
1. The water use fees payable to the Receiver General for Canada shall be sent to the Board annually for the right to the use of water, in accordance with Section 9 of the Regulations .		Payment	Complete
2. The Licensee shall, within thirty (30) days of issuance of this licence, furnish and maintain security with the Minister in the form that is satisfactory to the Minister, in the amount of six million, seven hundred thirty eight thousand, two hundred sixteen (\$6,738,216) dollars.		Payment	Complete
3. The Licensee shall furnish and maintain security with the Minister as required by the Board in a form and amount acceptable to the Minister		Security held by the Qikiqtani Inuit Association	Complete
4. The Licensee may, submit to the Board for approval, a written request for a reduction to the amount of security. The submission shall include supporting evidence to justify the request.		N/A	N/A
5. The security deposit shall be maintained until such time as the Minister is satisfied that the Licensee has complied with all provisions of the approved Abandonment and Restoration Plan. This clause shall survive the expiry of this Licence.		N/A	N/A
6. The Licensee shall file with the Board no later than March 31st of the year following the calendar year being reported, an Annual Report on the appurtenant undertaking which shall contain the following information:		Annual Report to the Nunavut Water Board (Baffinland, dated March31, 2012)	Pending; due March 31, 2013
(a) the monthly and annual volumes, in cubic metres, of all freshwater obtained from Camp Lake at Monitoring Station MRY-1, Phillips Creek at Monitoring Station MRY-2, Km99 Lake at Monitoring Station MRY-3 and the additional sources of water identified for camp use under Part C, Item 1;			
(b) the monthly and annual volumes in cubic metres of all freshwater obtained for the purposes of drilling and other associated uses;			
(c) the monthly and annual volume in cubic meters of treated Sewage effluent discharged at Monitoring Station MRY-4, Mary River Camp WWTF and at Monitoring Station MRY-5, and at Milne Inlet Camp WWTF Monitoring Station at MRY-5 along with any waters discharged from the respective PWSP's;			
(d) the monthly and annual volumes in cubic metres of Sludge removed from the Waste Water Treatment Facilities at Mary River Camp and Milne Inlet Camp and details on the storage and/or disposal;			
(e) a summary, including photographic records before, during and after construction activities; of any modifications and/or major maintenance work carried out on the Water Supply and the wastewater Treatment Facilities, including all associated structures, and an outline of any work anticipated for the next year;			
(f) The geochemical analysis of drill cores as per Part F, Item 3;			
(g) Detailed discussion on the performance, installation, and evaluation, including the use of photographic record, of the primary and secondary containment functions used in fuel storage to safeguard impacts to freshwaters;			
(h) a list of unauthorized discharges and a summary of follow-up action(s) taken;			
(i) A brief description of follow-up action(s) taken to address concerns presented within inspection and compliance reports prepared by the Inspector;			
(k) a description of all progressive and or final reclamation work undertaken, including drill sites, presented with photographic records of site conditions before, during and after completion of operations;			
(l) an updated estimate of the current restoration liability required under Part B, Item 2, based upon the results of progressive restoration, restoration research, project development monitoring, and any changes or modifications to the project;			
(m) tabular summaries of all data generated under the Monitoring Program, Part I;			
(n) a summary of public consultation/participation, describing consultation with local organizations and residents of the nearby communities, if any were conducted;			
(o) a summary of any specific studies or reports requested by the Board, and a brief description of any future studies planned or proposed; and			
(p) any other details on water use or waste disposal requested by the Board by November 1 of the year being reported.			
7. The Licensee shall notify the NWB of any changes in operating plans or conditions associated with this project at least thirty (30) days prior to any such change.		Site Water Management Plan (Baffinland, dated March 31 2012)	Complete
8. The Licensee shall install and maintain flow meters or other such devices, or implement suitable methods required for the measuring of water and waste volumes, to be operated and maintained to the satisfaction of an Inspector.		N/A	Ongoing
9. The Licensee shall, for all plans submitted under this Licence, include a proposed timetable fir implementation. Plans submitted, cannot be undertaken without subsequent written Board approval and direction. The Board may alter or modify a Plan if necessary to achieve the legislative objectives and will notify the Licensee in writing of acceptance, rejection of alteration of the Plan.			
10. The Licensee shall, for all Plans submitted under this Licence, implement the Plan as approved by the Board in writing.			
11. The Licensee shall review the Plans referred to in this Licence, as required by changes in operation and/or technology, and modify the Plan accordingly. Revisions to the Plans, including a record of revision, are to be submitted in the form of an Addendum to be included in the Annual Report.			
12. Every Plan to be carried out pursuant to the terms and conditions of this Licence shall become part of this Licence, and any additional terms and conditions imposed upon approval of a Plan by the Board become part of this Licence. All terms and conditions of the Licence should be contemplated in the development of a Plan where appropriate.			
13. The Licensee shall post signs in the appropriate areas to identify the location of Monitoring Stations designated under Part I. All signs shall be located and maintained to the satisfaction of an Inspector.		N/A	Not yet installed.
14. The Licensee shall ensure a copy of this Licence is maintained at the site of operations at all times. Any communication with respect to this Licence shall be made in writing to the attention of:		N/A	Compliant
(i) Manager of Licensing: Nunavut Water Board P.O. Box 119 Gjoa Haven, NU X0B 1J0 Telephone: (867) 360-6338 Fax: (867) 360-6369 Email: licensing@nunavutwaterboard.org			
(ii) Inspector Contact: Manager of Field Operations, INAC Nunavut District, Nunavut Region P.O. Box 100 Igloolik, NU X0A 0H0 Telephone: (867) 975-4295 Fax: (867) 979-6445			
15. The Licensee shall submit one paper copy and one electronic copy of all reports, studies, and plans to the Board. Reports or studies submitted to the Board by the Licensee shall include a detailed executive summary in Inuktitut.		N/A	N/A
16. The Licensee is responsible to ensure that any documents or correspondence submitted by the Licensee to the Board have been received and acknowledged by the Manager of Licensing.		N/A	N/A
17. This Licence is not assignable except as provided for in s. 44 of the Act .		N/A	N/A
18. The expiry or cancellation of this Licence does not relieve the holder from any obligations imposed by the Licence as per s. 46 of the Act.		N/A	N/A
PART C: CONDITIONS APPLYING TO WATER USE			
1. The Licensee shall obtain water for domestic purposes from the following locations, or as otherwise approved by the Board:		N/A	Ongoing
(a) Mary River Camp; Camp Lake at Monitoring Station MRY-1;			
(b) Milne Inlet Camp; Phillips Creek at Monitoring Station MRY-2;			
(c) Km 99 Lake at Monitoring Station MRY-3;			
(d) An alternative water source for Milne Camp at Km 32 Lake;			
(e) Deposit 4 Camp - Proposed under the Amendment No.1 application and to be identified prior to use;			
(f) Rail Camp; an adjacent unnamed lake; and			
(g) Steensby Inlet Camp - an unnamed lake near camp or the alternate source for freshwater identified in the application.			
Total water use for camp use from all sources referred above shall not exceed sixty (60) cubic metres per day. The total volume of water for drilling and associated uses, shall be obtained from sources proximal to drill targets , or as otherwise approved by the Board and is not to exceed three hundred and twenty-five (325) cubic metres per day. Total volume of water for the purpose of this Licence shall not exceed three hundred and eighty-five (385) cubic metres per day.			
2. The Licensee shall maintain the Water Supply Facilities to the satisfaction of the Inspector.		N/A	N/A
3. Streams cannot be used as a water source unless authorized and approved by the Board in writing.		N/A	Incorporated into EPP
4. The Licensee shall, at least thirty (30) days prior to commencement of use of water, submit the following to the Board for approval in writing, in cases where the Licensee requires water in sufficient volume that the source water body may be drawn down: volume required, hydrological overview of the water body, details of impacts, and proposed mitigation measures.		N/A	Incorporated into EPP
5. The Licensee shall equip all water intake hoses with a screen of an appropriate mesh size to ensure that fish are not entrained and shall withdraw water at a rate such that fish do not become impinged on the screen.		N/A	Incorporated into EPP
6. The Licensee shall not remove any material from below the ordinary high water mark of any water body unless authorized.		N/A	Incorporated into EPP
7. The Licensee shall not cause erosion to the banks of any body of water and shall provide necessary controls to prevent such erosion.		N/A	Incorporated into EPP
8. the Licensee shall implement Sediment and erosion control measures prior to and maintained such measures during the undertaking to prevent entry of sediment into water.		N/A	Incorporated into EPP
PART D : CONDITIONS APPLYING TO WASTE DISPOSAL			
1. The Licensee shall locate areas designated for waste disposal at a minimum distance of thirty-one (31) metres from the ordinary high water mark of any water body such that the quality, quantity or flow of water is not impaired, unless otherwise authorized by the Board.		Bulk Sampling Program - Landfill Design and Operations (Knight Piésold Ref. No. NB102-00181/10-6, Rev. 1, dated March 31, 2008)	Ongoing
2. The Licensee is authorized to dispose of all acceptable food waste, paper waste and untreated wood products in an incinerator.		N/A	Incorporated into EPP
3. The Licensee shall not open burn plastics, wood treated with preservatives, electrical wire, Styrofoam, asbestos or painted wood so as to prevent the deposition of waste materials of incomplete combustion and/or leachate from contaminated ash residual, from impacting any surrounding waters, unless approved by the Board in writing.			
4. The Licensee shall submit to the Board and the Inspector, thirty (30) days prior to the removal and transfer of waste, a declaration of authorization from the Hamlet of Pond Inlet and/or any other hamlet that is the recipient of such waste, which clearly states that authorization has been granted for the deposit of approved solid waste by the Licensee, in the Hamlet's NWB licensed solid waste facility.		Letter from the Hamlet of Pond Inlet	Complete
5. The Licensee shall backhaul and dispose of all hazardous wastes, waste oil and non-combustible waste generated through the course of the operation, at a licenced waste disposal site.		N/A	Incorporated into EPP
6. The Licensee shall maintain records of all waste backhauled and records of confirmation of proper disposal of backhauled waste. These records shall be made available to an Inspector upon request by the Board in writing..		N/A	Incorporated into EPP
7. The Licensee shall dispose of all Sewage waste generated at the Mary River Camp and the Milne Inlet Camp to the Waste Water Treatment Facilities, or as otherwise approved by the Board.			
8. The Licensee shall contain all greywater in a sump located at a distance at least thirty-one (31) metres above the ordinary high water mark of any water body, at a site where direct flow into a water body is not possible and no additional impacts are created, unless approved by the Board in writing.		Waste Water Management Plan (Baffinland, March 31, 2012)	
9. The Licensee shall contain all other toilet wastes in latrine pits or use incineration, chemical, portable or composting toilets. Latrine pits shall be located at a distance of thirty-one (31) metres above the ordinary high water mark of any water body, treated with lime and covered with native material to achieve the pre-existing natural contours of the land prior to abandonment.			
10. The Licensee shall notify an Inspector at least ten (10) days prior to any discharge from the facilities under this Part.		N/A	Incorporated into EPP
11. The Licensee shall ensure all Mine water and surface drainage from the weathered ore stockpiles shall be directed to a discharge location that will allow for monitoring.		N/A	Incorporated into CEMP
12. All Effluent discharged from the two Bulk Sample open pits, weathered ore stockpile, lump ore and fine ore stockpiles at Monitoring Stations MRY-8, MRY-9, MRY-10, MRY-12 and MRY-13 (MRY-13 should be MRY-11) shall not exceed the following Effluent quality limits: Parameter / Max Conc of any Grab Sample (mg/L)		Monthly Water License Reports	Ongoing
Total Arsenic / 0.50			
Total Copper / 0.30			
Total Lead / 0.20			
Total Nickel / 0.50			
Total Zinc / 0.50			
Total Suspended Solids / 15.0			
Oil and Grease no visible sheen			
The Waste discharged shall have a pH of between 6.0 and 9.5			
13. All Sewage Effluent discharged from the Waste Water Treatment Facility, at Monitoring Station MRY 4 and MRY-4a shall not exceed the following Effluent quality limits: Parameter / Max Conc of any Grab Sample (mg/L)		Monthly Water License Reports	Ongoing
BOD5 / 30 mg/L			
Total Suspended Solids / 35 mg/L			
Faecal Coliform / 1,000 CFU/100 mL			
Oil and Grease / no visible sheen			
pH / between 6.0 and 9.5			
14. All Sewage discharged from the Waste Water Treatment Facility, at Monitoring Station MRY 5 and MRY-5a shall not exceed the following Effluent quality limits: Parameter / Max Conc of any Grab Sample (mg/L)		Monthly Water License Reports	Ongoing
BOD5 / 100 mg/L			
Total Suspended Solids / 120 mg/L			
Faecal Coliform / 10,000 CFU/100 mL			
Oil and Grease / no visible sheen			
pH / between 6.0 and 9.5			
15. The licensee shall ensure that effluent discharged from monitoring stations MRY-4 and MRY-4a, and MRY-5 and MRY-5a, are demonstrated to be non-acutely toxic through testing in accordance with Part I, Item 4.		Monthly Water License Reports	Ongoing
16. The Board approved the Plan entitled "Waste Water Management Plan", dated March 31, 2010. The Licensee is required to update the plan annually and submit any changes, in the form of an addendum complete with a record of revision, to the Board for review by March 31st of the year following the update.		Site Water Management Plan (Baffinland, dated March 31 2012)	Complete
17. All PWSP discharges shall be released in a manner so as to minimize surface erosion.			

TABLE 2.1

BAFFINLAND IRON MINES CORPORATION  
MARY RIVER PROJECT

2013 COMPREHENSIVE ENVIRONMENTAL MONITORING PLAN

STATUS OF COMPLIANCE WITH CONDITIONS, APPROVALS AND COMMITMENTS

ITEM	ACTION	MOST RECENT DELIVERABLE(S)	STATUS
18. The Licensee shall ensure that PWSP's are designed and bermed to ensure there is no seepage. A report on seepage shall be included as part of the Annual Report required under Part B, Item 6.		<b>Annual Report to the Nunavut Water Board</b> (Baffinland, dated March 31 2012) (Also included in Annual Geotechnical Inspection Completed by Genivar Consultants LP)	Pending: due March 31, 2013
19. An inspection of the earthworks, geological regime, and the hydrological regime of the Project is to be carried out during the summer of 2011, by a Geotechnical Engineer. The Geotechnical Engineer's report shall be submitted to the Board within sixty (60) days of the inspection, with a covering letter from the Licensee outlining an implementation plan to respond to the Engineer's recommendations.		<b>Annual Geotechnical Inspection</b> completed by Genivar Consultants LP, 2012	Complete
20. All effluent discharged from the Bulk Fuel Storage Facilities at Monitoring Stations MRY-6 and MRY-7, shall not exceed the following effluent quality limits:		Monthly Water License Reports	Ongoing
Parameter / Maximum Concentration of Any Grab Sample (ug/L)			
Benzene / 370			
Toluene / 2			
Ethylbenzene / 90			
Lead / 1			
Oil & Grease / 15,000 and no visible sheen			
21. All Effluent discharged from the Non-Hazardous Waste Landfill at Monitoring Stations MRY-13a and MRY-13b shall not exceed the Effluent quality limits contained in Part D, Item 12.			
22. The Licensee shall maintain all constructed facilities, including the fresh water intakes, Waste Water Treatment Facilities, Bulk Fuel Storage Facilities and the Polishing/Waste Stabilization Ponds (PWSP) to the satisfaction of an Inspector.		N/A	N/A
23. The Board has previously approved the document entitled "Landfill Design and Operations (REF. NO. NB 102/00181/10-6)" dated March 31, 2008. This document remains valid under this licence, subject to annual reviews and revisions as required under Part B, Item 11.		<b>Bulk Sampling Program - Landfill Design and Operations</b> (Knight Piesold Ref. No. NB102-00181/10-6, Rev. 1, dated March 31, 2008)	Complete
24. The Licensee shall submit to the Board, for approval, within sixty (60) days prior to the commencement of any further Bulk Sampling activities under this Licence, a revised Bulk Sampling Management Plan which addresses Acid Rock Drainage and Metal Leaching potential through the verification of Kinetic testing, Waste Rock Storage and Ore Storage management.		<b>Bulk Sampling Management Plan</b> (Knight Piesold Letter dated March 31, 2008, Ref. No. NB08-00275)	Complete
25. The Licensee shall contain all Greywater, not directed to the WWTF, in a sump located at a distance of at least thirty-one (31) metres above the ordinary high water mark of any water body, at a site where direct flow into a water body is not possible and no additional impacts are created, unless otherwise approved by the Board.		N/A	Incorporated into EPP
<b>PART E : CONDITIONS FOR CAMPS, ACCESS INFRASTRUCTURES AND OPERATIONS</b>			
1. The Licensee shall not erect camps or store material on the surface of frozen streams or lakes including immediate banks except what is for immediate use. Camps shall be located such as to minimize impacts on surface drainage.		N/A	Incorporated into EPP
2. The Board has approved the plan entitled "2010 Site Water Management Plan," revised March 31, 2010 and submitted with the 2009 annual report.			
3. All activities shall be conducted in such a way as to minimize impacts on surface drainage and the Licensee shall immediately undertake any corrective measures in the event of any impacts on surface drainage.		N/A	Incorporated into EPP
4. Winter lake and stream crossings, including ice bridges, shall be constructed entirely of water, ice or snow. The Licensee should minimize disturbance by locating ice bridges at an area that requires the minimum approach grading and the shortest crossing route. Stream crossings shall be removed or the ice notched prior to spring break-up.		N/A	N/A
5. With respect to access road, pad construction or other earthworks, the deposition of debris or sediment into or onto any water body is prohibited. These materials shall be disposed of at distance of at least thirty-one (31) metres from the ordinary high water mark in such a manner that they do not enter the water. The Licensee shall ensure that any chemicals or waste associated with undertaking do not enter any water body.		N/A	Incorporated into EPP
6. The Licensee shall not cut any stream bank or remove any material from below the ordinary high water mark of any water body.		N/A	Incorporated into EPP
7. The Licensee shall not do anything that will cause erosion to the banks of any body of water and shall provide necessary controls to prevent such erosion.		N/A	Incorporated into EPP
8. The licensee shall implement sediment and erosion control measures prior to and maintain such measures during construction and operation to prevent entry of sediment into water.		N/A	Incorporated into EPP
9. The Licensee shall undertake appropriate corrective measures to mitigate impacts on surface drainage resulting from the Licensee's operations.		N/A	Incorporated into EPP
10. The Licensee shall limit any in-stream activity to low water periods. In-stream activity is prohibited during fish migration.		N/A	Incorporated into EPP
11. The Licensee shall locate stream crossings to minimize approach grades. Approaches shall be stabilized during construction and upon completion of the project, to control runoff, erosion and subsequent siltation to any water body.		N/A	Incorporated into EPP
12. Machinery is not permitted to travel up the stream bed and fording of any water body is to be kept to a minimum and limited to one area and a one-time event. Equipment used should be well cleaned and free of oil and grease and maintained free of fluid leaks.		N/A	Incorporated into EPP
13. The Licensee shall ensure that pollutants from machinery fording the crossings do not enter water.		N/A	Incorporated into EPP
14. The Licensee shall ensure that all fill material used during construction is from an approved source and shall be free of contaminants.		N/A	Incorporated into EPP
15. To minimize impacts on surface drainage, the Licensee shall prepare all sites in such manner as to prevent rutting of the ground surface.		N/A	Incorporated into EPP
16. Equipment storage holding areas should be located on gravel, sand or other durable land, a distance of at least thirty-one (31) metres above the ordinary high water mark of any water body in order to minimize impacts on surface drainage and water quality.		N/A	Incorporated into EPP
17. The Licensee shall designate an area for the deposition of excavated and stockpiled materials that is at least thirty-one (31) metres above the ordinary high water mark of any water body.		N/A	Incorporated into EPP
18. The Licensee shall not utilize any equipment or vehicles in the course of this undertaking unless the ground surface is in a state capable of fully supporting the equipment or vehicles without rutting or gouging. Overland travel of equipment or vehicles shall cease if rutting occurs.		N/A	Incorporated into EPP
<b>PART F : CONDITIONS APPLYING TO DRILLING OPERATIONS</b>			
1. The Licensee shall not conduct any land based drilling within thirty-one (31) metres of the ordinary high water mark of any water body, unless otherwise approved by the Board in writing.		Baffinland Letter dated February 19, 2008	Incorporated into EPP
2. The Licensee may, for the purpose of geotechnical investigations as described in the application for Amendment No. 2 to previous Licence 2BB-MRY0710, carry out drilling activities within thirty (30) metres of the high water mark of any water body, provided that such activities are consistent with the terms of this Licence and a request has been submitted and received by the NWB, ten (10) days in advance of drilling, that includes a thorough description of the proposed activities and the following: (a) An appropriately scaled site map, complete with approximate GPS coordinates of planned drilling locations and the associated water bodies; (b) Locations of waste deposition, that are consistent with Part F, Item 4, and (c) Mitigation measures that are planned to be in place, prior to, during drilling and following if required to protect waters.		Baffinland Letter dated February 19, 2008	Incorporated into EPP
3. The Licensee shall analyze the geochemical constituents of drill cores as follows:  (a) That reflects actual conditions and is truly representative of the drilling program for all constituents that may impact waters as determined, and clearly qualified, by a Geochemist registered in Nunavut; (b) All assumptions, and any limitation to each assumption, in determining a representative sampling population reflecting actual conditions and the geochemical testing methods employed; (c) Includes all raw data and an accompanying summary table of the geochemical analysis; (d) Define clear conclusions on the results of the geochemical analysis; and (e) Present the geochemical analysis in the Annual Report as required by Part B, Item 6(f).		<b>Annual Report to the Nunavut Water Board</b> (Baffinland, dated March 31, 2012)	Pending: due March 31, 2013
4. The Licensee shall dispose of all drill waste, including water, chips, muds and salts (CaCl <sub>2</sub> ) in any quantity or concentration, from land-based drilling, in a properly constructed sump or an appropriate natural depression located at a distance of at least thirty-one (31) metres from the ordinary high water mark of any adjacent water body, where direct flow into a water body is not possible and no additional impacts are created.		<b>Site Water Management Plan</b> (Baffinland, dated March 31, 2012)	Incorporated into EPP
5. Drilling additives or mud shall not be used in connection with holes drilled through lake ice unless they are re-circulated or contained such that they do not enter the water, or are demonstrated to be non-toxic.		N/A	Incorporated into EPP
6. If artesian flow is encountered, drill holes shall be immediately sealed and permanently capped to prevent induced contamination of groundwater or salinization of surface waters. The Licensee shall report all artesian flow occurrences within the Annual Report to NWB, including the location (GPS coordinates) and dates.		Report in the Annual Report to the Nunavut Water Board, if applicable	No artesian flow encountered to date
7. If the bottom of the permanently frozen ground, or permafrost, is broken through by the drill, the depth of the bottom of permafrost and location should be reported in the annual report to the Board for data management purposes.		Report in the Annual Report to the Nunavut Water Board, if applicable	The permafrost has not been penetrated to date
8. For "on-ice" drilling where drill additives are not being used, return water released must be nontoxic, and not result in an increase in total suspended solids in the immediate receiving waters above the Canadian Council of Ministers for the Environment, Guidelines for the Protection of Freshwater Aquatic Life (i.e. 10mg/L for lakes with background levels under 100 mg/L, or 10% for those above 100mg/L).		N/A	Incorporated into EPP
9. The Licensee shall establish water quality conditions prior to and upon completion of any drilling program through lake ice.		N/A	Incorporated into EPP
<b>PART G: CONDITIONS APPLYING TO SPILL CONTINGENCY PLANNING</b>			
1. The Board has approved the Plan entitled "Spill Contingency Plan," revised March 31, 2010 that was submitted as additional information with the 2009 Annual Report.		<b>Spill Contingency Plan</b> (Baffinland, dated July 2012)	Complete
2. The Licensee shall provide a report, to be approved by the Board, within ninety (90) days of issuance of the licence, appropriately qualified by an Engineer registered in Nunavut, which clearly details that the requirements of the CCME guidance document "Aboveground Storage Tank Systems for Petroleum and Allied Petroleum Products (2003)" have been met by the Licensee.		<b>Mary River Project - Fuel Storage Facility - Milne Inlet</b> (BH Martin Consultants Inc., Report Ref. No. 06-090, dated December 9, 2007)  <b>Mary River Project - Report on Fuel Storage Facilities (Milne Inlet and Mary River Sites)</b> (GENIVAR, Report Ref. No. 06-090, dated January 18, 2008)	Complete
3. The Licensee shall prevent any chemicals, petroleum products or wastes associated with the project from entering water. All sumps and fuel caches shall be located at a distance of at least thirty-one (31) metres from the ordinary high water mark of any adjacent water body and inspected on a regular basis.		N/A	Incorporated into EPP
4. The Licensee shall ensure that any chemicals, petroleum products or wastes associated with the project do not enter water. All sumps and fuel caches shall be located at a distance of at least thirty-one (31) metres from the ordinary high water mark of any adjacent water body and inspected on a regular basis.		N/A	Incorporated into EPP
5. The Licensee shall ensure that any equipment maintenance and servicing be conducted only in designated areas and shall implement special procedures (such as the use of drip pans) to manage motor fluids and other waste and contain potential spills.		N/A	Incorporated into EPP
6. If during the term of this Licence, an unauthorized discharge of waste occurs, or if such a discharge is foreseeable, the Licensee shall: (a) Employ the approved Spill Contingency Plan;		N/A	Incorporated into EPP
(b) Report the spill immediately to the 24-Hour Spill Line at (867) 920-8130 and to the Inspector at (867) 975-4295; and (c) For each spill occurrence, submit to the Inspector, no later than thirty (30) days after initially reporting the event, a detailed report that will include the amount and type of spilled product, the GPS location of the spill, and the measures taken to contain and clean up the spill site.		<b>Spill Contingency Plan</b> (Baffinland, dated July 2012)	
<b>PART H : CONDITIONS APPLYING TO ABANDONMENT AND RESTORATION OR TEMPORARY CLOSING</b>			
1. The Board has approved the Plan entitled "2010 Abandonment and Reclamation Plan," dated March 31, 2010, submitted as additional information with the Application.			Complete
2. The Licensee shall submit within thirty (30) days from the issuance of this Licence, an addendum to the Plan referred to in Part H, Item 1, to address the following; (a) Include a site map depicting site spill kits, nearby water bodies, camp infrastructure and other relevant information; and (b) Include procedures for conducting site assessments prior to temporary closure of the site.			Plan approved
3. The Licensee shall complete all restoration work prior to the expiry of this Licence.			
4. The Licensee shall carry out progressive reclamation of any components of the project no longer required for the Licensee's operations.			N/A
5. The Licensee shall backfill and restore, to the satisfaction of an Inspector, all sumps to the pre-existing natural contours of the land.			N/A
6. The Licensee shall remove from the site, all infrastructure and site materials, including but not limited to, all fuel caches, drums, barrels, buildings and contents, docks, water pumps and lines, material and equipment before the expiry of this Licence.		<b>Abandonment and Reclamation Plan</b> (Baffinland, dated March 31, 2012)	Ongoing
7. All roads and airstrips, if any, shall be regraded to match the natural contour in order to reduce erosion.			Ongoing
8. The Licensee shall, unless otherwise identified within the approved Plan under Part H, Item 1, remove all culverts and open the natural drainage channel. In carrying out this activity, measures shall be implemented to minimize erosion and sedimentation.			Complete
9. In order to promote growth of vegetation and the needed microclimate for seed deposition, all disturbed surfaces shall be prepared by ripping, grading, or scarifying the surface to conform to the natural topography.		N/A	N/A
10. Areas that have been contaminated by hydrocarbons from normal fuel transfer procedures shall be reclaimed to meet objectives as outlined in the Government of Nunavut's Environmental Guideline for Site Remediation, 2010. The use of reclaimed soils for the purpose of back fill or general site grading may be carried out only upon approval by the Government of Nunavut, Department of Environment and an Inspector.		<b>Abandonment and Reclamation Plan</b> (Baffinland, dated March 31, 2012)	N/A
11. The Licensee shall restore all drill holes and disturbed areas to natural conditions immediately upon completion of the drilling. The restoration of drill holes must include the removal of any drill casing materials and the capping of holes with a permanent seal.		N/A	N/A
12. The Licensee may store drill cores produced by the appurtenant undertaking in an appropriate manner and location at least thirty-one (31) metres above the ordinary high water mark of any adjacent water body, where any direct flow into a water body is not possible and no additional impacts are created.		N/A	Incorporated into EPP
14. The Licensee shall contour and stabilize all disturbed areas to a pre-disturbed state upon completion of work.		N/A	N/A
<b>PART I : CONDITIONS APPLYING TO THE MONITORING PROGRAM</b>			
1. The Licensee shall submit to the Board for approval within (90) days of issuance of the licence a revised Environmental Monitoring Plan, which addresses but is not limited to the following: (a) comments and recommendations made by intervening parties including Environment Canada (EC) during review of the plan submitted October 7, 2007		<b>Site Water Management Plan</b> (Baffinland, dated March 31, 2012)	Complete
2. The Licensee shall, at a minimum, maintain Monitoring Stations at the following locations:		<b>Comprehensive Environmental Monitoring Plan</b> (Baffinland, dated March 31, 2012)	Ongoing
Monitoring Program Station Number / Description / Status			information
MRY – 1 / Water supply for the Mary River Camp at Camp Lake / Active-Volume			information
MRY – 2 / Summer water supply for the Milne Inlet Camp at Phillips Creek / Active-Volume			information
MRY – 3 / Winter water supply for the Milne Inlet Camp at the Km 99 lake / Active Volume			information
MRY – 4 / Mary River Camp sewage discharge at the WWTF / Active			information
MRY – 4a / Mary River Camp sewage discharge from the PWSP			information
MRY – 5 / Milne Inlet Camp sewage discharge at the WWTF / Active			information
MRY – 5a / Milne Inlet Camp sewage discharge from the PWSP / Active			information
MRY – 6 / Water collected within the Bulk Fuel Storage Facility at Mary River prior to release / Active			information
MRY – 7 / Water collected within the Bulk Fuel Storage Facility at Milne Inlet prior to release / Active			information
MRY – 8 / Minewater and surface drainage either pumped or released from the Hematite Open Pit / Active			information
MRY – 9 / Minewater and surface drainage either pumped or released from the Magnetite Open Pit / Active			information
MRY – 10 / Surface discharge from the weathered ore stockpile / Active			information
MRY – 11a / Non-Hazardous Waste Landfill Downstream, location a / Active			information

TABLE 2.1

BAFFINLAND IRON MINES CORPORATION  
MARY RIVER PROJECT

2013 COMPREHENSIVE ENVIRONMENTAL MONITORING PLAN

STATUS OF COMPLIANCE WITH CONDITIONS, APPROVALS AND COMMITMENTS

ITEM	ACTION	MOST RECENT DELIVERABLE(S)	STATUS
MRY – 11b / Non-Hazardous Waste Landfill Downstream, location b / Active			information
MRY – 12 / Surface discharge from the lump ore and fine ore stockpiles at the processing area / Active			information
MRY – 13 / Surface discharge from the lump ore and fine ore stockpiles at Milne Inlet / Active			information
3. The Licensee shall locate, with assistance of the Inspector where necessary, Monitoring Program Stations MRY-11a, and MRY-11b, located downstream of the Non-Hazardous Waste Landfill as identified in the Environmental Monitoring Plan referred to in Part I, Item 1.		N/A	Ongoing
4. The Licensee shall sample at Monitoring Program Stations MRY-4, and MRY-5 every four (4) weeks during discharge and at Monitoring Stations MRY-4a and MRY-5a once prior to discharge and every four (4) weeks thereafter. Samples shall be analyzed for the following parameters: Biochemical Oxygen Demand - BOD		N/A	Ongoing
Total Suspended Solids			information
pH			information
Faecal Coliforms			information
Oil and Grease (visual)			information
5. The Licensee shall conduct toxicity testing on treated sewage effluent at the final discharge points at the Monitoring Station(s) MRY-4 and/or MRY-4a; and MRY-5 and/or MRY-5a, once annually during open water season in accordance with the following test procedures: (a) Acute lethality to Rainbow Trout, <i>Oncorhynchus mykiss</i> (as per Environment Canada's Environmental Protection Series Biological Test Method EPS/1/RM/13); and (b) Acute lethality to <i>Daphnia magna</i> (as per Environment Canada's Environmental Protection Series Biological Test Method EPS/1/RM/14).		N/A	Ongoing
6. The Licensee shall sample at:			
a) Monitoring Program Stations MRY-6 and MRY-7 monthly during removal of water from the facilities as required by Part D, Item 20; and		N/A	Ongoing
b) Monitoring Program Stations MRY-8, MRY-9, MRY-10, MRY-11a and MRY-11b and MRY-12 and MRY-13, monthly during periods of observed flows as required by Part D, Item 12 and 21		N/A	Ongoing
7. The Licensee shall analyze the samples obtained at Monitoring stations MRY-11a and MRY-11b for the following parameters: (MRY-13a and MRY-13b)			information
pH			information
Alkalinity			information
Conductivity			information
Total Dissolved Solids (TDS)			information
Total Suspended Solids (TSS)			information
Oil & Grease			information
Phenols			information
Total Organic Carbon (TOC)			information
Dissolved Organic Carbon (DOC)			information
Total Trace metals as determined by standard ICP scan (to include at a minimum, the following elements: Al, Sb, Ba, Cd, Cr, Co, Cu, Fe, Pb, Li, Mn, Mo, Ni, Se, Sn, Sr, Ti, U, V, Zn); and			information
Trace Arsenic and Mercury			information
8. The Monitoring Program and compliance dates specified in the Licence may be modified at the discretion of the Board			
9. The Licensee shall measure and record, in cubic metres, the daily volume of water utilized for camp, drilling and other purposes.		Annual Report to the Nunavut Water Board (Baffinland dated March 31, 2012)	Pending; due March 31, 2013
10. An Inspector may impose additional monitoring requirements.		N/A	N/A
11. The Board has accepted the Quality Assurance/Quality Control Plan (QA/QC), dated March 31, 2008 and the Analyst approval for the document dated May 25, 2009. The Licensee is required to submit to the Board for review, within ninety (90) days from the date of issuance of this Licence, an updated stand-alone QA/QC Plan taking into consideration Part I, Items 14 and 15, along with a letter of approval from an analyst.		Surface Water Sampling Program Quality Assurance & Quality Control Plan (Baffinland 2012)	Complete
12. The approved Quality Assurance/Quality Control Plan shall be submitted to the Board for review and implemented as approved by an Analyst.			
13. The Licensee shall annually review the approved Quality Assurance/Quality Control plan and modify it as necessary. Proposed modifications shall be submitted to an Analyst for approval.			
14. All sampling, sample preservation and analyses shall be conducted in accordance with methods prescribed in the current edition of <i>Standard Methods for the Examination of Water and Wastewater</i> , or by such other methods approved by the Board.			
15. All analyses shall be performed in a laboratory accredited according to ISO/IEC Standard 17025. The accreditation shall be current and in good standing.			
16. The Licensee shall measure and record the following:		Annual Report to the Nunavut Water Board (Baffinland, dated March 31, 2012)	Pending; due March 31, 2013
(a) the quantities, in cubic metres, of domestic waste, sewage, and hazardous waste hauled off-site for disposal;			
(b) the location and name of the disposal facility for each waste type noted above; and			
(c) the date that each waste type was hauled off-site for disposal, for each occasion that these are removed from the site.			
17. The Licensee shall provide the GPS co-ordinates (in degrees, minutes and seconds of latitude and longitude) of all locations where sources of water are utilized for all purposes. The Licensee shall report these co-ordinates to the Inspector prior to utilizing waters.		Annual Report to the Nunavut Water Board (Baffinland, dated March 31, 2012)	Pending; due March 31, 2013
18. The Licensee shall determine the GPS co-ordinates (in degrees, minutes and seconds of latitude and longitude) of all locations of temporary and permanent storage areas where wastes associated with camp, drilling and Infrastructure operations are deposited. The Licensee shall report these co-ordinates to the Inspector prior to depositing wastes.			Pending; due March 31, 2013
19. A Monitoring Program summary report shall be submitted to the Board for review within thirty (30) days following the month being reported. This summary shall include, at a minimum, all the monitoring requirement under this Part.		Monthly Water License Reports	Complete; and ongoing
20. All sampling, sample preservation and analysis shall be submitted to the Board for review within thirty (30) days following the month being reported. This summary shall include, at the minimum, all the monitoring requirements under this Part.		Monthly Water License Reports	
21. The Licensee shall obtain representative samples of the water column below any ice, where required under Part F, Items 8 and 9. Monitoring shall include, at a minimum, the following: Total Suspended Solids pH Electrical Conductivity Total Trace Metals as determined by a standard ICP Scan (to include at a minimum, the following elements: Al, Sb, Ba, Be, Cd, Cr, Co, Cu, Fe, Pb, Li, Mn, Mo, Ni, Se, Sn, Sr, Ti, U, V, Zn), and Trace Arsenic and Mercury		Annual Report to the Nunavut Water Board (Baffinland, dated March 31, 2012)	Pending; due March 31, 2013
22. The Licensee shall include in the Annual Report required under Part B, Item 5 all data and information required under this Part.			
<b>PART J : CONDITIONS APPLYING TO CONSTRUCTION AND MODIFICATION</b>			
1. The Licensee may, without written consent from the Board, carry out Modifications to the Water Supply Facilities and Waste Disposal Facilities provided that such Modifications are consistent with the terms of this License and the following requirements are met: (i) The Licensee has notified the Board in writing of such proposed Modifications at least sixty (60) days prior to beginning the Modifications; (ii) Such Modifications do not place the Licensee in contravention of the License or the Act; (iii) such Modifications are consistent with the NIRB Screening Decision; (iv) The Board has not, during the sixty (60) days following notification of the proposed Modifications, informed the Licensee that review of the proposal will require more than sixty (60) days; and (v) The Board has not rejected the proposed Modifications.		N/A	N/A
2. Modifications for which all of the conditions referred to in Part J, Item 1 have not been met can be carried out only with written approval from the Board.		N/A	N/A
3. The Licensee shall provide as-built plans and drawings of any construction and Modifications referred to in this License within ninety (90) days of completion of the construction or Modification. These plans and drawings shall be stamped by an Engineer.		Mary River Project - Fuel Storage Facility - Milne Inlet (BH Martin Consultants Inc., Report Ref. No. 06-090, dated December 9, 2007) Mary River Project - Report on Fuel Storage Facilities (Milne Inlet and Mary River Sites) (GENIVAR, Report Ref. No. 06-090, dated January 18, 2008) Mary River Project - Rotating Biological Contactor (RBC System) Sewage Treatment and Discharge - Milne Inlet As-Constructed Report (BH Martin Consultants Inc., Report Reference No. 06-090, dated January 21, 2008) Mary River Project - Tanks-A-Lot Sewage Treatment and Discharge As-Constructed Report (BH Martin Consultants Inc., Report Reference No. 06-090, dated January 7, 2008) *Being replaced with tertiary treatment Mary River Project - Rotating Biological Contactor (RBC) Sewage Treatment System As-Constructed Report (Genivar, Report Reference No. 06-090, July 25, 2008)	Completed
TRANSPORT CANADA - NAVIGABLE WATERS PROTECTION ACT APPROVALS - NAVIGABLE WATER CROSSINGS (as Amended)			
1. No person shall permit any tools, equipment, vehicles, temporary structures or parts thereof used or maintained for the purpose of building or placing a work in a navigable water to remain in such water after the completion of the project.		N/A	N/A
2. Where a work or a portion of a work that is being constructed or maintained in a navigable water causes debris or other material to accumulate on the bed or on the surface of such water, the owner of that work or portion of the work shall cause the debris or other material to be removed to satisfaction of the Minister.		N/A	N/A
3. Any proposed changes must be reviewed and accepted by the NWP Program prior to implementation of the same.		N/A	N/A
4. The 'works' as described within the plans shall be removed by the proponent/owner upon completion of the bulk sampling program prior to June 30, 2009.		Amendment requested to extend date to June 30, 2015 to allow road to be used during project construction.	Amendment Approved 2009
5. Any in water compensation as required under the provisions of the Fisheries Act shall be reviewed and accepted by the NWP Program prior to placement/construction.		N/A	Complete
6. Upon installation of the proposed 'works', a description, drawings, and the location shall be posted with the local Hunter and Trapper Association.		Description and Drawings for 10 Crossings	Complete
DFO AUTHORIZATION FOR THE HARMFUL ALTERATION, DISRUPTION OR DESTRUCTION OF FISH HABITAT (as Amended)			
1. Conditions that relate to the Proponent's Plan:			
1.1 The conditions of this Authorization notwithstanding, should the above authorized impacts to fish and fish habitat in the opinion of the Department of Fisheries and Oceans (DFO) be than previously assessed then DFO may suspend any works, undertakings, activities and/or operations associated with the proposed development to avoid or mitigate adverse impacts to fish and fish habitat. DFO may also direct the Proponent and its agents, and contractors, to carry out at the Proponent's expense any modifications, works or activities deemed necessary by DFO to avoid or mitigate further adverse impacts to fish and fish habitat. In circumstances where DFO is of the view that greater impacts may occur than were contemplated by the parties, DFO may also modify or rescind this authorization. If the authorization is to be changed the Proponent will be given an opportunity to discuss any proposed modifications or rescission.		N/A	N/A
1.2 The Proponent confirms that all plans and specifications relating to this authorization have been duly prepared and reviewed by appropriate professionals working on behalf of the Proponent and acknowledges that they are solely responsible for all design, safety, and workmanship aspects of all the works associated with this Authorization		N/A	Ongoing
1.3 The works, undertakings, activities and operations must comply with the means and conditions as identified within this Authorization. Impacts to fish and fish habitat other than that specifically identified within this Authorization are not permitted.		N/A	Ongoing
1.4 Works will be conducted following practices outlined in the following reports and drawings:		N/A	N/A
1.4.1 Mary River Project - Milne Inlet Tote Road Culvert Improvements - Freshet Management Plan. Letter received from Jim Millard, Baffinland Iron Mines Corporation, dated August 26, 2011		N/A	N/A
1.4.2 Mary River Project - Proposed Addendum to Bulk Sampling Program Fish Habitat No Net Loss and Monitoring Plan. Letter receiver from Jim Millard, Baffinland Iron Mines corporation, dated September 1, 2011		N/A	N/A
1.4.3 Mary River Project, Baffinland Iron Mines Corporation, Milne Inlet Tote Road, Culvert Improvements Freshet Management Program Plan. Engineering Drawings 100, 200, 210, 220, 230, 240, 250, 260. Prepared by K.E. Hawton Knight-Piesold Consulting and dated August 11, 2011.		N/A	N/A
1.4.4 Milne Inlet Tote Road - 2011 Proposed Culvert Improvement Summary - received from Jim Millard September 22, 2011		N/A	N/A
2. Conditions that relate to the mitigation of potential impacts to fish and fish habitat:		N/A	N/A
2.1 Instream works shall occur during the fall and winter months after juvenile char have migrated out of the watercourses to the overwintering waterbody.		N/A	Ongoing
2.2 Culverts shall be appropriately sized and embedded to maintain upstream and downstream fish passage at each crossing.		N/A	Ongoing
2.3 Sediment and erosion control measures must be in place and shall be upgraded and maintained to prevent impacts to fish and fish habitat greater than allowed by this Authorization.		N/A	Incorporated into EPP
2.4 All materials and equipment used or site preparation and project completion shall be operated and stored in such a manner that prevents deleterious substance from entering the water.		N/A	Incorporated into EPP
2.4.1 Any stockpiled materials shall be stored and stabilized away from the water.		N/A	Incorporated into EPP
2.4.2 Any part of a vehicle and/or equipment entering the water shall be free of fluid leaks and externally cleaned/degreased to prevent any deleterious substances rom entering the water.		N/A	Incorporated into EPP
2.4.3 Wash, refuel and service machinery and store fuel and other materials for the machinery away from the water to prevent any deleterious substance from entering the water.		N/A	Incorporated into EPP
2.4.4 Vehicle and equipment re-fuelling and/or maintenance shall be conducted away from the water course in a way that minimizes the disturbance to the banks of the watercourse. If disturbance occurs, restore banks to original condition.		Abandonment & Reclamation Plan (Baffinland, dated March 31, 2012)	Ongoing
2.5 Only clean material free of fine particulate matter shall be placed in the water.		N/A	Incorporated into EPP
3. Conditions that relate to the monitoring and reporting of Authorization conditions:			
3.1 The Proponent shall undertake monitoring and report to DFO by March 31, 2012 whether works, undertakings, activities or operations for the mitigation of potential impacts to fish and fish habitat were conducted according to conditions of the Authorization by:		Tote Road Upgrades Fish Habitat Monitoring - Annual Report to Department of Fisheries and Oceans (Baffinland, dated December 31, 2012)	Ongoing
3.1.1 Provide dated photographs and inspection reports to demonstrate effective implementation and functioning of mitigation works undertaking, activities or operations described above as mitigation conditions.			
3.1.2 Providing details of any contingency measures that were followed to prevent impacts greater than allowed by this Authorization in the event that mitigation measures did not function as prescribed in the Proponent Plan.			
4. Conditions that relate to the compensation for the authorized impacts to fish habitat:		N/A	N/A
4.1 A total of 1050 square metres of compensatory fish habitat shall be created at crossing BG30 (UTM 17 W Easting 546070, Northing 7919858).		N/A	N/A



TABLE 2.1

BAFFINLAND IRON MINES CORPORATION  
MARY RIVER PROJECT

2013 COMPREHENSIVE ENVIRONMENTAL MONITORING PLAN

STATUS OF COMPLIANCE WITH CONDITIONS, APPROVALS AND COMMITMENTS

ITEM	ACTION	MOST RECENT DELIVERABLE(S)	STATUS
4.2 All fish habitat compensatory works shall be completed and functioning according to the criteria below by: - removal of the natural cobble/boulder barriers downstream of crossing BG30. - the perched culvert at crossing BG30 will be removed and a new culvert will be installed to allow for upstream fish passage. - a natural riffle-pool structure (rocky ramp) will be constructed downstream of crossing to facilitate fish passage. - the installation of the new culvert shall not drain the pool which has formed upstream of the crossing.		N/A	Ongoing
4.3 Baffinland Iron Mines shall submit engineering drawings for the compensation works to Fisheries and Oceans Canada for review and approval prior to commencing work.		Tote Road Upgrades Fish Habitat Monitoring - Annual Report to Department of Fisheries and Oceans (Baffinland, dated December 31, 2012)	Ongoing
4.4 Baffinland Iron Mines shall complete compensation works prior to December 31, 2012.		Fish Habitat No Net Loss and Monitoring Plan (Baffinland, dated September 1, 2011)	Ongoing
4.5 If at anytime the Proponent becomes aware that the compensatory habitat is not completed and/or functioning according to the above criteria, the Proponent shall carry out any works which are necessary to ensure the compensatory habitat is completed and/or functioning as required by this Authorization.		N/A	Ongoing
4.6 The Proponent confirms that they shall leave the compensatory habitat undisturbed. After the compensatory habitat has been created the Proponent shall not carry on any work, undertaking, activity or operation that will adversely disturb or impact the compensatory habitat.		N/A	Ongoing
5. Conditions that relate to monitoring and reporting of compensation (described above)			
5.1 The Proponent shall conduct monitoring of the compensatory habitat according to the approved schedule and criteria below:			
5.1.1 A monitoring program shall be implemented by the Proponent to ensure that the compensation measures are installed, maintained and functioning as intended.		Fish Habitat No Net Loss and Monitoring Plan (Baffinland, dated September 1, 2011)	Ongoing
5.1.2. The compensation shall be assessed for two (2) years through visual site inspections and electrofishing surveys to ensure they are stable and functioning as designed. If a feature fails or is not functioning as intended, it shall be repaired following consultation and approval or the modifications by DO and monitored accordingly.			
5.2 The Proponent shall report to DFO that the compensation works were conducted according to the conditions of this Authorization by providing the following:			
5.2.1 A photographic record shall be kept showing all works and undertakings have been completed according to the approved plan.		Tote Road Upgrades Fish Habitat Monitoring - Annual Report to Department of Fisheries and Oceans (Baffinland, dated December 31, 2012)	Ongoing
5.2.1.1 The photographic record should include a record of completed works including compensation measures, site stabilization and restoration.			
5.2.1.2 The photographs for each period of documentation shall be taken from the same vantage point(s), direction and angle of view.			
5.2.1.3 All photographs shall be clearly labeled with the date, location and viewing direction. The photographic locations and viewing directions shall be indicated on a plan view drawing of the work site and clearly indexed to the photographs.			
5.2.2. A written report and photographic record summarizing the monitoring results shall be submitted to the Iqaluit, Fisheries and Oceans Canada - Eastern Arctic Area on or before December 31 of each monitoring year.			

**TABLE 2.2**

**BAFFINLAND IRON MINES CORPORATION  
MARY RIVER PROJECT**

**COMPREHENSIVE ENVIRONMENTAL MONITORING PLAN**

**APPLICABLE LEGISLATION AND GUIDELINES**

Act	Regulation	Responsible Agency	Guideline
<b>FEDERAL</b>			
Aeronautics Act, [R.S. 1985, c. A-2]	Canadian Aviation Regulations, [SOR/96-433]	TC-Civil Aviation	
Arctic Waters Pollution Prevention Act, [R.S.C. 1985, c. A-12]	Arctic Waters Pollution Prevention Regulations [C.R.C., c.354]	TC-Marine Safety	Guidelines for the Operation of Tankers and Barges in Canadian Arctic Waters (Interim)
	Arctic Shipping Pollution Prevention Regulations [C.R.C., c.353]		Arctic Ice Regime Shipping System Standards Arctic Waters Oil Transfer Guidelines
Canada Shipping Act, 2001, [2001, c.26]	Ballast Water Control and Management Regulations SOR/2011-237	TC-Marine Safety	A Guide to Canada's Ballast Water Control and Management Regulations
	Anchorage Regulations SOR/88-101		
	Oil Pollution Prevention Regulations SOR/93-3		
	Response Organization and Oil Handling Facilities Regulations SOR/95-405		
Canada Transportation Act, [1996, c. 10]	Handling of Carloads of Explosives on Railway Trackage Regulations SOR/79-15	TC	
	Railway Employee Qualification Standards Regulations SOR/87-150		
	Railway Prevention of Electric Sparks Regulations SOR/82-1015		
	Railway Third Party Liability Insurance Coverage Regulations SOR/96-337		
	Railway Traffic Liability Regulations SOR/91-488		
	Railway Service Equipment Cars Regulations SOR/86-922		
Canada Marine Act 1998, c. 10	Natural and Man-made Harbour Navigation and Use Regulations SOR/2005-73	TC	
	Port Authorities Management Regulations SOR/99-101		
	Port Authorities Operations Regulations SOR/2000-55		
	Seaway Property Regulations SOR/2003-105		
Canada Water Act, [R.S.C. 1985, c. C-11]		EC	
Canada Wildlife Act ( R.S., 1985, c. W-9 )	Wildlife Area Regulations (C.R.C., c. 1609)	EC	
Canadian Environmental Protection Act, [1999, [1999, c.33]	Environmental Emergency Regulations [SOR/2003-307]	EC	CCME Canada Wide Standards for Dioxins and Furans <a href="http://www.ec.gc.ca/CEPARRegistry/guidelines/">http://www.ec.gc.ca/CEPARRegistry/guidelines/</a>
	Federal Registration of Storage Tank Systems for Petroleum Products and Allied Petroleum Products on Federal Lands or Aboriginal Lands Regulations [repealed] (SOR/97-10)		CCME Canada Wide Standards for Mercury Emissions
	Fuels Information Regulations, No. 1 (C.R.C., c. 407)		Health Canada Federal Contaminated Sites Guidance on Human Health Risk Assessment in Canada
	Interprovincial Movement of Hazardous Waste Regulations (SOR/2002-301)		
	Sulphur in Diesel Fuel Regulations (SOR/2002-254)		
	Sulphur in Gasoline Regulations (SOR/99-236)		
Explosives Act, [R.S.C. 1985, c. E-17]	Ammonia Nitrate and Fuel Order, [C.R.C., c. 598] Explosives Regulations [C.R.C., c. 599]	NRCAN	
Fisheries Act, [R.S.C. c. F-14]	Metal Mining Effluent Regulations, [SOR/ 2002-222]	DFO	Guidelines for the Use of Explosives In or Near Canadian Fisheries Waters
			DFO - Freshwater Intake End-of-Pipe Fish Screen Guideline
			DFO-Habitat Conservation and Protection Guidelines 1998
			Various DFO Operational Statements
			DFO Policy for the Management of Fish Habitat
Migratory Birds Convention Act, 1994, [1994, c.22]	Migratory Bird Sanctuary Regulations, [C.R.C., c.1036] Migratory Birds Regulations, [C.R.C., c.1035]	EC	
Navigable Waters Protection Act, [R.S. 1985, c. N-22]	Navigable Waters Bridges Regulations (C.R.C., c. 1231) Navigable Waters Works Regulations (C.R.C., c. 1232)	TC - NWPP	
Nunavut Act, [1993, c. 28]	Nunavut Archaeological and Paleontological Sites Regulations, [SOR/2001-220]	GN-CLEY	
Nunavut Land Claims Agreement Act [1993, c. 29]		NTI	A Guide to Mineral Exploration and Development on Inuit Owned Lands in Nunavut
NLCA Article 12-Development Impact		NIRB	
NLCA Article 13-Water Management		NWB	
NLCA Article 26-Inuit Impact Benefit Agreement		DIO	
NLCA Article 6-Wildlife Compensation			
NLCA Article 20-Inuit Water Rights		NWB/DIO	
NLCA Article 21-Entry and Access Part 4			
Nunavut Waters and Nunavut Surface Rights Tribunal Act, [2002, c.10]	Application of Regulations made under paragraph 33(1)(m) or (n) of the Northwest Territories Waters Act in Nunavut Order SOR/2002-253	INAC	
Species At Risk Act, [2002, c. 29]		EC	Species at Risk Act: A Guide
Territorial Lands Act, [R.S. 1985, c. T-7]	Northwest Territories and Nunavut Mining Regulations, [C.R.C., c. 1516]	INAC	INAC Mine Site Reclamation Policy for Nunavut
	Territorial Land Use Regulations, [C.R.C., c. 1524]		
	Territorial Quarrying Operations, [C.R.C., c. 1527]		
	Northwest Territories Mining District and Nunavut Mining District Order SI/2000-53		
Transportation of Dangerous Goods Act, [1992, c.34]	Transportation of Dangerous Goods Regulations SOR/2001-286	TC	

**TABLE 2.2**

**BAFFINLAND IRON MINES CORPORATION  
MARY RIVER PROJECT**

**COMPREHENSIVE ENVIRONMENTAL MONITORING PLAN**

**APPLICABLE LEGISLATION AND GUIDELINES**

Act	Regulation	Responsible Agency	Guideline
<b>TERRITORIAL</b>			
Commissioner's Land Act (Nunavut), [R.S.N.W.T. 1988, c. C-11]	Commissioner's Airport Lands Regulations, N.W.T. Reg. 067-97		
	Commissioner's Land Regulations, R.R.N.W.T. 1990 c. C-13		
Environmental Protection Act (Nunavut), [R.S.N.W.T. 1988, c. E-7]	Spill Contingency Planning and Reporting Regulations, N.W.T. Reg. 068-93		Spill Contingency planning and reporting in Nunavut: A Guide to the new regulations
	Asphalt Paving Industry Emission Regulations, R.R.N.W.T. 1990 c. E-23		Government of Nunavut Environmental Guideline for Site Remediation
			Government of Nunavut Guideline for Management of Waste Lead and Lead Paint
			Government of Nunavut Environmental Guideline for Air Quality Sulphur Dioxide and Suspended Particulates
			Government of Nunavut Guideline for Dust Suppression
			Government of Nunavut Environmental Guideline for General Management of Hazardous Waste
			Government of Nunavut Environmental Guideline for Industrial Waste Discharges
			Government of Nunavut Environmental Guideline for Waste Antifreeze
			Government of Nunavut Environmental Guideline for Waste Asbestos
			Government of Nunavut Environmental Guideline for Waste Batteries
			Government of Nunavut Environmental Guideline for Waste Paints
			Government of Nunavut Environmental Guideline for Waste Solvents
Explosives Use Act, R.S.W.N.T. 1988, c.E-10	Explosives Regulations, R.R.N.W.T. 1990 c. E-27		
Fire Prevention Act, R.S.N.W.T. 1988, c. F-6	Fire Prevention Regulations, R.R.N.W.T. 1990 c. F-12		
	Propane Cylinder Storage Regulations, N.W.T. Reg. 094-91		
Mine Health and Safety Act, [S.N.W.T 1994, c.25]	Mine Health and Safety Regulations, [R-125-95]		
	Mine Health and Safety Regulations, amendment, Nu. Reg. 016-2003		
Public Health Act, R.S.N.W.T. 1988, c. P-12	Camp Sanitation Regulations, R.R.N.W.T. 1990 c. P-12		
	General Sanitation Regulations, R.R.N.W.T. 1990 c. P-16		
	Public Water Supply Regulations, R.R.N.W.T. 1990 c. P-23		
	Public Sewerage Systems Regulations, R.R.N.W.T. 1990 c. P-22		
Safety Act, R.S.N.W.T. 1988, c. S-1	Asbestos Safety Regulations, N.W.T. Reg. 016-92		
	General Safety Regulations, R.R.N.W.T. 1990 c. S-1		
	General Safety Regulations, amendment, Nu. Reg. 021-2000		
	Safety Forms Regulations, N.W.T. Reg. 102-91		
	Silica Sandblasting Safety Regulations, N.W.T. Reg. 015-92		
	Work Site Hazardous Materials Information System Regulations, R.R.N.W.T. 1990 c. S-2		
Scientists Act, [R.S.N.W.T. 1988, c. S-4]	Scientists Act Administration Regulations, N.W.T. Reg. 005-2009		
Transportation of Dangerous Goods Act, [R.S.N.W.T. 1988, c. 81 (Supp.)]	Transportation of Dangerous Goods Regulations, 1991, N.W.T. Reg. 095-91		
Wildlife Act, [R.S.N.W.T. 1988, c. W-4]	Wildlife General Regulations, N.W.T. Reg. 026-92		
	Critical Wildlife Areas Regulations, R.R.N.W.T. 1990 c. W-3		
	Polar Bear Defence Kill Regulations, N.W.T. Reg. 037-93		
	Wildlife Management Barren-Ground Caribou Areas Regulations, N.W.T. Reg. 099-98		
	Wildlife Management Grizzly Bear Areas Regulations, N.W.T. Reg. 155-96		
	Wildlife Management Muskox Areas Regulations, R.R.N.W.T. 1990 c. W-11		
	Wildlife Management Polar Bear Areas Regulations, R.R.N.W.T. 1990 c. W-13		
	Wildlife Sanctuaries Regulations, R.R.N.W.T. 1990 c. W-20		
	Wildlife Preserves Regulations, R.R.N.W.T. 1990 c. W-18		
Workers' Compensation Act, R.S.N.W.T. 1988, c. W-6	Workers' Compensation General Regulations, R.R.N.W.T. Reg. 17-2010		

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**TABLE 3.1**

**BAFFINLAND IRON MINES CORPORATION  
MARY RIVER PROJECT**

**COMPREHENSIVE ENVIRONMENTAL MONITORING PLAN**

**ROLES AND RESPONSIBILITIES**

Position	Responsibility
Project Director	<ul style="list-style-type: none"> <li>- Reports to Baffinland's CEO</li> <li>- Overall accountability for Project execution</li> <li>- Allocation of resources (human and financial) for the implementation of Baffinland's commitments and objectives related to health, safety and environment during construction of the Project</li> <li>- Accountable for on-site environmental, health and safety performance during construction of the Project</li> </ul>
VP Operations	<ul style="list-style-type: none"> <li>- Reports to Baffinland's CEO</li> <li>- Overall accountability for the Operation of the Project once constructed</li> <li>- Allocation of resources (human and financial) for the implementation of Baffinland's commitments and objectives related to health, safety and environment during Operation</li> <li>- Accountable for on-site environmental, health and safety performance during Operation</li> </ul>
Vice President, Sustainable Development, Health, Safety and Environment	<ul style="list-style-type: none"> <li>- Reports to Baffinland's CEO</li> <li>- Establish corporate environmental policies and objectives</li> <li>- Monitors and reports on Baffinland's performance related to environmental, health and safety policies and objectives</li> <li>- Community liaison</li> <li>- Liaise with regulatory authorities</li> <li>- Obtains necessary permits and authorizations</li> <li>- Monitors compliance with terms and conditions of permits and licences</li> <li>- Routine EHS audit of contractor performance while onsite</li> </ul>
Manager Purchasing and Contract	<ul style="list-style-type: none"> <li>- Reports to Baffinland's Project Director</li> <li>- Accountable for procurement and purchasing</li> <li>- Ensure that environmental commitments, policies, and objectives are included in all contract documents</li> </ul>
VP Corporate Affairs	<ul style="list-style-type: none"> <li>- Reports to Baffinland's CEO</li> <li>- Accountable for external communication (Governments, media, NGO, others) related to Baffinland's press release and overall communication of site incidents/events</li> </ul>
Construction Manager	<ul style="list-style-type: none"> <li>- Reports to the Project Director</li> <li>- Responsible for daily on-site management of construction activities</li> <li>- Accountable to the Project Director for site environmental, health and safety performance</li> <li>- Organize and provides necessary induction, safety and environmental training for all employees</li> <li>- Ensure that all contractors on-site abide by Baffinland's policies, EHS commitments</li> </ul>
Environmental Manager	<ul style="list-style-type: none"> <li>- Reports to VP Sustainable Development, Health, Safety and Environment</li> <li>- Liaises with the Project Director, Construction Manager and the Emergency Response Team</li> <li>- Monitors environmental performance of contractors on-site</li> <li>- Monitors compliance with permits, licences and authorizations</li> <li>- Regulatory environmental monitoring and reporting (monthly, annual)</li> <li>- Routine audit of contractor's environmental performance on-site</li> <li>- Initiate/supervise environmental studies</li> <li>- Investigate and reports on accidents and incidents when they occur</li> <li>- Review and update environmental management plans</li> </ul>
Environmental Supervisor(s)	<ul style="list-style-type: none"> <li>- Reports to Environmental Manager</li> <li>- Specific accountabilities for environmental monitoring and reporting</li> <li>- Provides induction and environmental awareness training to new employees and contract workers</li> </ul>
Environmental Support Groups	<ul style="list-style-type: none"> <li>- Report to the Environmental Manager</li> <li>- Environmental database management</li> <li>- Various sampling, monitoring, and reporting activities as required by permits, licences and environmental management plans</li> <li>- Prepare updates to environmental protection plan and management plans</li> </ul>
Environmental Monitors	<ul style="list-style-type: none"> <li>- Reports to the Environmental Manager</li> <li>- Conduct monitoring activities as per the management plans</li> </ul>
QIA Monitors	<ul style="list-style-type: none"> <li>- Various monitoring and follow up activities</li> <li>- Roles will be defined in the IIBA Agreement</li> </ul>
Contractor Construction Manager	<ul style="list-style-type: none"> <li>- Reports to Baffinland's Construction Manager</li> <li>- Accountable for the EHS components of his scope of work</li> <li>- Accountable for the implementation of the Construction Environmental Protection Plan</li> <li>- Co-ordination/interaction with Baffinland and Baffinland's Representative Environmental Monitors</li> </ul>
EHS Supervisor	<ul style="list-style-type: none"> <li>- Reports to the Contractor's Construction Environmental Manager</li> <li>- Liaise with Baffinland's Environmental Supervisors and monitors</li> <li>- Holds daily EHS briefing</li> <li>- Monitors and ensures that contractor complies with requirements of management plans, terms and conditions of all authorization, licences and permits associated with the Contractor's scope of work</li> <li>- Investigate, reports and follow upon environmental accidents and incidents</li> <li>- Provides site specific environmental monitoring</li> <li>- Daily supervision of construction activities for environmental performance</li> <li>- Attendance at all environmental meetings/Project meeting (as required)</li> <li>- Routine interaction with construction crews to ensure all construction activities are in compliance with requirements of the CEPP and Contractors Environmental Method Statements. Monitor the environmental permitting status of the Project to ensure that no work proceeds until appropriate and complete permitting is received for the applicable facility.</li> </ul>

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