

## AMENDMENT TO WATER USE LICENCE

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Pursuant to the *Water Resources Act*, SNL 2002 cW-4.01, specifically Section(s) 49

Date: **DECEMBER 22, 2021**

File No: **515**  
Permit No: **WUL-20-11529**  
Amendment No: **1**

Permit Holder: **TECK Resources Limited  
Duck Pond Operations  
PO Box 9  
Millertown, NL A0H 1V0**

Attention: **Mr. Darren Hennessey**

Re: **Water Withdrawal and Use from Tally Pond and Other Bodies of Water near Millertown**

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**The original Water Use Licence dated DECEMBER 11, 2020 is amended as follows:**

Addition of Terms and Conditions as per Appendix A.

**All other terms and conditions of the original Water Use Licence will apply and failure to comply with the terms and conditions of this amendment and the original Water Use Licence will render this Water Use Licence null and void, place the Water Use Licence Holder and their agent(s) in violation of the *Water Resources Act* and make the Water Use Licence Holder responsible for taking any remedial measures as may be prescribed by this Department.**



(for) MINISTER

**APPENDIX A**  
**Terms and Conditions for Amendment**

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**Water Resources Monitoring Network**

1. The establishment of a water resources monitoring network and its operation and maintenance is required pursuant to the release of the project under the *Environmental Protection Act* and requirements under Section 31 of the *Water Resources Act SNL 2002 cW-4.01*.
2. A water resources monitoring network may consist of a station(s) that collects water quality, water level, streamflow, climate, groundwater level, web camera images, or other data deemed necessary for the management of water resources.
3. Additional water monitoring stations may be added or existing stations removed from the monitoring network through an amendment to this Licence. Monitoring stations must remain active for the life of the TECK Resources Ltd Duck Pond Operations project unless otherwise agreed to by this Department.
4. The following locations shall comprise the water resources monitoring network:

Station Name	Station Number	Latitude	Longitude	Station Type
Tributary to Gills Pond Brook	02YO014	48.64058	-56.52783	quality/hydrometric
East Pond Brook	02YO014	48.68211	-56.51014	quality/hydrometric

5. Terms and Conditions contained within the following section(s) of the original Licence and Amendment(s) are valid for the life of the TECK Resources Ltd Duck Pond Operations project unless determined otherwise by this Department:
  - a. Water Resources Monitoring Network
6. All other Terms and Conditions contained within the original Licence and Amendment(s) are valid until December 31, 2025.
7. Annual operation and maintenance costs for each station to be paid for by the Licence Holder, plus applicable taxes, are as follows:

Component	Cost (\$/year)
Tributary to Gills Pond Brook	██████████
East Pond Brook	██████████

8. Operation and maintenance costs will be prorated based on the date of initial station installation or station removal.

9. The annual amount payable for operation and maintenance by the Licence Holder shall remain [REDACTED] from the date of issue of the Amendment containing the Section: "Water Resources Monitoring Network". The annual amount payable shall be reviewed and adjusted based on actual network operation and maintenance costs a minimum of [REDACTED] to reflect changes in annual costs.

10. All invoices or requests for payment shall be submitted by the Department to the Licence Holder at:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

11. All payments by the Licence Holder shall be made payable to the Exchequer of Newfoundland and Labrador within thirty days of receipt of invoice and mailed to:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

12. The Department shall:

- a. Ensure the operation and maintenance of the station(s) according to Departmental monitoring protocols, manuals, and guidelines.
- b. Invoice the Licence Holder for annual operation and maintenance costs for each station and any relevant work undertaken outside the scope of this Licence.
- c. Follow data quality assurance/quality control protocols as outlined in Departmental protocols, manuals or guidelines to ensure data is accurate and acceptable.
- d. Perform annual performance testing and evaluation of water quality instrumentation.
- e. Monitor and analyze water quality data on a regular basis (quarterly) and report back to the Licence Holder. Prepare an Annual Report for stations monitoring water quality to be provided to the Licence Holder and made available on the Departmental website.
- f. Maintain an inventory of spare equipment, where feasible, for deployment, in the event of instrument malfunction, to minimize loss of data.

- g. Process and archive station data and maintain a webpage to report water resources monitoring station data on a near real-time basis.
- h. Ensure a satellite or other communication link is provided for each station to allow transmission of the collected data from the station to the Department's data management system.
- i. Make use of station data to create value added tools and products as necessary.
- j. Adhere to all applicable regulations, logistic and/or safety procedures, including any additional requirements specified by the Licence Holder. Should there be a conflict between any applicable standards, the most stringent requirement which does not conflict with the Department's policies, logistical and/or safety procedures will take precedence.

13. The Licence Holder shall:

- a. Be responsible for all costs, including applicable Departmental rates, for additional activities not outlined in this Licence. Such activities shall be carried out with the prior written approval of the Licence Holder.
- b. Purchase water resources monitoring instrumentation required for the station(s) that meets the technical specifications provided by the Department.
- c. Be responsible for the cost associated with the repair, replacement, and/or upgrading of any instrumentation that was originally purchased by the Licence Holder in order to meet current provincial standards for instrumentation.
- d. Be responsible for the purchase of water quality sensors of the type specified by the Department as a result of annual performance testing of instrumentation related to the station(s).
- e. Be responsible for all costs associated with the repair, replacement, relocation, or decommissioning of a station(s) or station equipment arising from any cause other than the negligence or willful misconduct of the Department or the Department's employees.
- f. Provide all the instrumentation and equipment required for Departmental staff to operate and maintain a station(s) according to Departmental monitoring protocols, manuals, and guidelines.
- g. Agree to allow the Department to use station data to create value added tools and products as necessary.

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