

THIS TERMS OF REFERENCE for the Significant Neighboring Community Partnership Working Group is made as of ~~2020~~ 2021 (the “**Effective Date**”) between the Nuclear Waste Management Organization (“**NWMO**”) and the Corporation of the City of Dryden (the “**Dryden**”).

CONTEXT

The Nuclear Waste Management Organization (“**NWMO**”) is responsible for implementing Adaptive Phased Management (“**APM**”) which is Canada’s plan for the long-term management of used nuclear fuel. Since 2010, the NWMO has been engaged in a site selection process to identify a site where Canada’s used nuclear fuel can be safely contained and isolated in a deep geological repository. The project will only proceed with interested communities, First Nation and Métis communities, and surrounding municipalities, working together to implement it.

The Township of Ignace (“**Ignace**”) is one of two siting communities that remain in the site selection process. The NWMO is studying a potential site in the rock unit of the Revell batholith located between Ignace and Wabigoon Lake Ojibway Nation, the site is located approximately 35 kilometers from the municipal boundary of Ignace, and 40 kilometers from the municipal boundary of Dryden (“**Dryden**”).

Acknowledging that Ignace is a potential host siting community, Dryden is interested and willing to engage with the NWMO to learn more about APM as a significant neighbouring community. Dryden is a significant neighboring community that may receive benefits and be impacted due to the APM site selection process and potential siting of a deep geological repository (“**DGR**”). As a significant neighbouring community, NWMO wishes to work collaboratively to engage Dryden in its participation in APM and identify opportunities to contribute to its strategic vision and community well-being.

NWMO acknowledges that these Terms of Reference do not constitute Dryden’s community support for either the APM project or the selection of Ignace as a final host community pursuant to NWMO’s Site Selection Process.

MANDATE

The purpose of this Significant Neighbouring Community Partnership Working Group (“**Working Group**”) is to create the environment necessary for Dryden to better understand the NWMO’s APM project for the safe and long-term management of Canada’s used nuclear fuel. The Working Group will do so by identifying potential relationship-building solutions, providing guidance, and addressing questions and concerns shared by Dryden and the NWMO. The Working Group is structured to ensure a collaborative approach that is rooted in transparency and accountability.

GOALS / DELIVERABLES

Pursuant to this relationship, the goals of the Working Group are to identify and create opportunities for the NWMO and Dryden to share knowledge and acquire knowledge on the project and to facilitate collaboration between NWMO and the City of Dryden.

The Working Group is outcome-focused, and its parties are committed to working together in the spirit of cooperation to advance our shared priorities. In fulfilling its purpose, the Working Group shall guide the following.

Operational Matters

The Working Group will:

- Advance work plans as agreed to by Dryden and the NWMO and raise any potential risks in not completing such work plans for resolution by Dryden and the NWMO;
- Consider resources to support agreed upon work plans of the Working Group; and

- Provide an avenue for continued dialogue on matters concerning NWMO, Dryden's obligations and efforts under current Funding Agreements, and to discuss regional concerns which have potential implications to both Parties.

Strategic Planning Matters

The Working Group will:

- Consider the strategic relationship between Dryden and the NWMO, the potential benefits and impacts thereof to the community and region, and how Dryden's participation in the project may contribute to their strategic vision;
- Development of a collaborative and mutually agreeable definition of significant neighbouring community which will be used to aid and inform future funding considerations, and commercial opportunities;
- Consider relationship management with relevant stakeholders:
 - Identifying learning and engagement participatory opportunities for residents, external organizations, businesses and other key stakeholders; and
 - Hearing, collecting, recording and acting on public feedback where and when appropriate.
- Discuss potential study topics, either through coordination with the Ignace comprehensive study plan or as individual matters of study, including:
 - Consider expansion / growth of Dryden as it relates to the potential of the proposed DGR being established in the Revell batholith located between Ignace and Wabigoon Lake Ojibway Nation;
 - Consider and evaluate impacts and benefits to the Dryden's services and infrastructure;
 - Consider and assess impacts and benefits to community safety and well-being for Dryden;
 - Consider and assess social, economic and environmental risk factors and benefits to Dryden;
 - Consider and advise as to APM advancement and implementation messaging to relevant constituencies;
 - Consider involvement in regional studies conducted by Ignace and NWMO relating to the APM project; and
 - Consider investments in Dryden related to the APM project.
- Consider and develop work plans that structure collaboration and action on shared priorities between NWMO and the Dryden, as a significant neighbouring community to Ignace;
- Consider metrics of accountability in measuring success for advancing shared priority outcomes and collective impact; and
- Consider pathways and framework for the potential development of a commercial agreement, working collaboratively to support evaluated impacts and benefits to Dryden, if Ignace is selected as a site.

MEMBERSHIP

The Working Group shall be comprised of the following:

The City of Dryden

- Mayor Greg Wilson;
- Chief Administrative Officer, Roger Nesbitt; and
- Special Projects and Communications Manager, Marshalina Reader.

Nuclear Waste Management Organization

- Vice President of Site Selection, Lise Morton
- Partnership Manager – Northwest, Mac Potter; and
- Site Director, Ignace, Bill Gascon.

In addition to the above membership, Dryden and NWMO may invite additional organization representatives to attend Working Group meetings to provide technical and other required information and guidance. Dryden and the NWMO may jointly agree to invite a representative from the Township of Ignace to select meetings of the Working Group.

CHAIRS

The Working Group will be co-chaired by the Chief Administrative Officer of Dryden and the NWMO, Partnership Manager – Northwest.

REPORTING AND ACCOUNTABILITY RELATIONSHIP

The parties acknowledge that the representatives of Dryden are accountable to the Council and residents of Dryden, and that the representatives of the NWMO are accountable to the NWMO's Executive Committee. The Working Group has no decision-making authority.

FREQUENCY OF MEETINGS

The Working Group shall meet monthly or as agreed to by the membership.

RECORDS

A representative from the Working Group will take meeting minutes comprised of resolutions reached, actions moving forward, and will circulate such meeting minutes to the CAO of Dryden and the Site Director, Ignace of the NWMO.

CONFIDENTIALITY

Subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), Dryden and the NWMO will not disclose the information arising from this Working Group without the consent of the other party. The NWMO acknowledges and agrees that Dryden is subject to MFIPPA and that MFIPPA applies to and governs all confidential information in the custody or control of the Dryden ("MFIPPA Records") and may, subject to MFIPPA, require the disclosure of such MFIPPA Records to third parties.

The Parties agree that each will keep information, and the contents of discussions of the Working Group confidential. Requests to utilize aspects of these discussions to inform dialogue with regional parties shall be raised and discussed at the Working Group shall require prior written consent of the other Party. Information or discussions related to regional implications and that of which supports collaboration and coordination for the advancement of the APM may be discussed outside the working group with prior written consent of the other Party. No public announcement or communication regarding these Terms of Reference can be made with the media by a Party without the prior written consent of the other Party.

SUPPORT RESOURCES AND WORK PLAN BUDGETS

The Parties will work together to develop mutually acceptable annual work plans and budgets that support Dryden's engagement in this project. Any work plan, budget and funding agreement shall be consistent with the policies of the organizations. All agreed to and approved funding is provided by the NWMO. All current funding agreed to by the Parties is detailed within the funding agreement between Dryden and NWMO dated January 8,

2021 as amended (the "Funding Agreement"), and any new funding commitments must be incorporated into the Funding Agreement or a new agreement that is mutually agreeable and acceptable to both Parties.

TERM

The Working Group will remain in effect for 2021, 2022, and 2023.


GENERAL

The Terms of Reference may be updated and revised as needed with the agreement of all parties and as approved by Dryden Council.

The Terms of Reference may be executed in several counterparts, each of which so executed will be deemed to be an original, and such counterparts together will constitute one and the same instrument and will be deemed to bear the Effective Date.

IN WITNESS WHEREOF the Parties have executed this Terms of Reference by the undersigned duly authorized representatives as of the date listed below.

NUCLEAR WASTE MANAGEMENT ORGANIZATION

DocuSigned by:

C4990A28125E4A9
Signature

Laurie Swami President and CEO

Printed Name, Title

2021-10-01 | 07:40 PDT

Date executed

THE CORPORATION OF THE CITY OF DRYDEN


Signature

Greg Wilson Mayor
Printed Name, Title

October 25, 2021
Date executed

I have the authority to bind NWMO.

I have the authority to bind the above Community.