

PERMISSION AGREEMENT #4

INVESTIGATIVE ACTIVITIES

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the **Minister of Natural Resources and Forestry** (the "**Ministry**")

AND

THE NUCLEAR WASTE MANAGEMENT ORGANIZATION, (the "**NWMO**")

(referred to together as the "**Parties**")

WHEREAS the Ministry is the owner of the Crown land in which the projects as described in Appendix A and associated activities are located;

AND WHEREAS the NWMO has requested a Permission, as defined below, from the Ministry to conduct a range of investigative activities on Crown Land for the purpose of exploring the technical viability of various sites on Crown Land for the long term management of nuclear fuel waste;

AND WHEREAS the Ministry and NWMO have previously entered into three Borehole Drilling Agreements for the purpose of allowing geologic borehole drilling activities on Crown Land for a similar purpose;

AND WHEREAS pursuant to subsection 2(2) of the *Public Lands Act*, 1990, c. P.43 (*PLA*), the Minister, as defined below, has the authority to enter into agreements with any person for the purpose of carrying out his or her duties under the *Public Lands Act*, including the management of public lands;

AND WHEREAS as a member of the Executive Council of Ontario, the Minister has the common law authority to enter into agreements with respect to the use of public lands; and

THIS AGREEMENT WITNESSES that in consideration of the terms and conditions set out herein and such other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Ministry hereby grants Permission, as defined below, to the NWMO to use and occupy Crown land specified herein for the purpose stated herein, and for no other purpose, subject to the following terms and conditions:

1. DEFINITIONS and GENERAL PROVISIONS

1.1 In the Agreement, words in the singular include the plural and vice-versa.

1.2 The headings in the Agreement are for convenience of reference only and do not form part of the Agreement and in no manner modify, interpret or construe the Agreement.

1.3 In the Agreement the following words shall have the following meanings:

"Agreement " means this Agreement including:

- Appendix A – Project and Project Site Descriptions and Conditions
- Appendix B – Crown Land Occupier's Self Reporting Form;
- Such further Appendixes as may be appended to this agreement from time to time.

"Project Site" means the lands specified in Appendix A on which the NWMO may conduct a Project as specified in Appendix A;

"Project" means a project described in Appendix A for the purpose of exploring the technical viability of various sites on Crown Land for a long-term underground storage facility for Canada's nuclear fuel waste;

"Indemnified Parties" means each of the following and their directors, officers, advisors, agents, appointees and employees: Ontario and the members of the Executive Council of Ontario;

"Ontario" means Her Majesty the Queen in right of Ontario;

"Minister" means the Minister of Natural Resources and Forestry; and

"Permission" means the permission set out in Article 3.

1.4 Article 1 shall survive expiry or Termination of the Agreement.

2. MINISTER'S AUTHORITY AND SEVERABILITY

2.1 The Minister has entered this Agreement pursuant to both (a) the authority provided by subsection 2(2) of the *Public Lands Act*, and (b) the Minister's common law executive authority to enter into agreements respecting the use of public land as a member a member of the Executive Council.

2.2 Each source of the Minister's authority to enter into this Agreement may be separately relied upon; if any provision of this Agreement is determined by a court to be illegal or unenforceable on account of being outside either (a) the Minister's authority under subsection 2(2) of the *Public Lands Act*, or (b) the Minister's common law executive authority, the remaining provisions of this Agreement shall be severable and enforceable in accordance with their terms.

3. DESCRIPTION OF PROPERTY AND PERMISSION

3.1 The Ministry grants the NWMO Permission to enter and use the Project Sites for the Projects, subject to the terms and conditions of this Agreement.

3.2 This Agreement does not convey any right, title or interest in the Project Sites, or in any trees standing growing or being thereon, or in any minerals, sand, gravel or similar materials, in, on or under the land.

4. TERM

4.1 The term of this Agreement shall be from the date signed below by the Minister's Designated Representative to the fifth anniversary of that date (the "Term").

5. PROJECT CONDITIONS

5.1 The NWMO shall carry out each Project in accordance with the terms and conditions of this Agreement, and specifically in accordance with individual Project descriptions and conditions as set out in Appendix A.

6. MINISTRY'S PROPERTY

6.1 The NWMO agrees to assume full responsibility for the care of each Project Site during the Term, and to assume all risk of loss, damage, or injury to itself, its servants, agents, employees or licensees.

7. RESPONSIBILITIES

7.1 The NWMO shall be responsible at its own cost and expense for all maintenance directly associated with its use of each Project Site, including, without limitation: janitorial services, garbage removal, access maintenance, snow removal and any necessary rehabilitation of the Project Site as further specified in Appendix A.

7.2 In addition to complying and fulfilling the conditions referred to in Article 7.1, on termination or expiry of this Agreement, or as otherwise specified in Appendix A, the NWMO shall remove all improvements, property or other assets from each Project Sites, and remove all garbage and debris that resulted from the NWMO's use of the Project Sites during the Term, and leave the Project Sites in a clean and safe condition, restored as much as possible to its pre- Project condition. NWMO will be required to submit a *Crown Land Occupation: Occupiers' Self Reporting Form* attached as Appendix B. The Ministry will permit the NWMO to access the Project Sites for the purposes described above. Article 7.2 shall survive expiry or termination of the Agreement.

7.3 The NWMO shall be responsible for securing the Project Sites and restricting public access to them as required to ensure public safety.

8. CONDITION OF THE PROJECT SITE

8.1 The Ministry makes no representations as to the suitability of the Project Sites for the Project, and the Parties agree that access to the Project Sites and the quality of that access is the responsibility of the NWMO.

8.2 The Ministry shall not be responsible for any damage or loss to the Project Sites arising from circumstances, acts or conditions beyond the Ministry's control, or due to "force majeure", which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature.

9. ENVIRONMENTAL DAMAGE

9.1 The NWMO will be solely responsible for any environmental damage or adverse effects to each Project Site and any environmental clean-up or rehabilitation that may be required as specified in this agreement. The NWMO is not responsible for:

- a) any environmental damage to each Project Site caused by the previous occupation of the area of the Project Site by other persons, organizations, or the Ministry;
- b) any environmental damage to each Project Site arising during the period covered by this Agreement, where such environmental damage is a consequence of pre-existing environmental damage from previous occupation, or was caused by the activities of the Ministry during the period of this agreement; and
- c) any environmental damage to each Project Site caused by any other persons or organizations not acting on behalf of NWMO, or by the Ministry.

This Article shall survive expiry or termination of the Agreement.

10. INDEMNIFICATION

10.1 The NWMO shall indemnify and hold harmless Her Majesty The Queen in right of Ontario and the members of the Executive Council of Her Majesty The Queen in right of Ontario and their directors, officers, advisors, appointees, employees and agents ("Indemnified Parties") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consulting fees), causes of action, actions, claims, demands, lawsuits and other proceedings by whomever made, sustained, incurred, brought or prosecuted arising out of or in connection with anything done or omitted to be done by NWMO, its subcontractors or their respective directors, officers, employees, agents, partners or affiliates in the course of carrying out any activities under or in connection with the Agreement.

This Article shall survive expiry or termination of the Agreement

11. INSURANCE

11.1 The NWMO shall obtain and maintain for the Term at its expense with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a

prudent person in the business of NWMO would maintain including, commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2 million CDN. dollars per occurrence, \$5 million CDN. dollars products and completed operations aggregate, the policy to include the following endorsements:

- the Indemnified Parties as additional insureds with respect to liability arising out of the negligence of NWMO, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors
- contractual liability coverage
- cross-liability clause/severability of interest
- contingent employers liability coverage
- NWMO shall maintain or cause to be maintained employers liability coverage (or compliance with the section below entitled "Proof of W.S.I.A. Coverage" is required);
- sudden and accidental pollution (120h)
- coverage for each of the following operations, when part of the work:
 - shoring, blasting, excavation, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling and grading.
- 30 day written notice of cancellation, termination or material change
- non-owned automobile coverage with contractual coverage for hired automobiles

11.2 If the NWMO or its subcontractors are subject to the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Schedule A ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to the Ministry prior to the execution of the Agreement by the Ministry. In addition, NWMO shall, from time to time at the request of the Ministry, provide additional WSIA clearance certificates. NWMO covenants and agrees to pay when due, and to ensure that each of its Subcontractors pays when due, all amounts required to be paid by it/its Subcontractors, from time to time during the Term, under the WSIA, failing which the Ministry shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Vendor or its Subcontractors and to deduct such amount from any amount due and owing from time to time to NWMO pursuant to the Contract together with all costs incurred by the Ministry in connection therewith.

11.3 NWMO shall obtain and maintain for the Term at its expense automobile liability insurance as per statutory requirement in Ontario and /or other jurisdictions, Ontario Automobile Policy (OAP 1) Owner's Policy Sections 3 and 4, auto liability for a limit of not less than \$2,000,000 (two million) dollars per occurrence including Accident Benefits, and where applicable Section 7, Loss or Damage Coverage.

11.4 Proof of Insurance - NWMO shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in Section 11.1, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Ministry, a copy of each insurance policy shall be made available to it. NWMO shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the Subcontractor's obligations under the subcontract for the provision of the deliverables.

12. OCCUPATIONAL HEALTH AND SAFETY

12.1 This Agreement is not a contract for work or services, and nothing in the Agreement shall have the effect of making the Ministry an employer of the NWMO or any of the NWMO's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors for the purposes of the *Ontario Occupational Health and Safety Act*, R.S.O. 1990, Chapter O.1, as amended, ("OHS Act"), or Part II of the *Canada Labour Code*, R.S.C., 1985, c.L-2, as amended, ("CLC").

12.2 NWMO shall meet all employer obligations and ensure that all work performed by or for NWMO in connection with the Agreement is carried out in accordance with the OHS Act and its regulations to the extent they apply to a Project.

12.3 NWMO shall take all reasonable precautions to meet and to ensure its subcontractors meet all requirements for the protection of workers set out in the OHS Act and CLC and the regulations made under those Acts as applicable. Any health and safety concerns or deficiencies identified by the Ministry's Designated Representative must be addressed and corrected by NWMO immediately.

13. AMENDMENTS AND ASSIGNMENT

13.1 This Agreement may be amended only by written agreement duly executed by the Parties.

13.2 NWMO shall not assign this Agreement or any part thereof without the consent of the Ministry. Such consent shall be in the sole discretion of the Ministry and subject to any terms and conditions that may be imposed by the Ministry.

14. ACCESS AND INSPECTION

14.1 The Ministry or the Ministry's authorized representatives may enter and inspect any Project Site described in Appendix A at any time.

14.2 The NWMO representative who is in charge of the Project Site shall produce and show this Agreement to any Ministry Represented whenever requested by the Ministry.

15. TERMINATION

15.1 The Ministry may terminate this Agreement upon giving thirty (30) days' Notice to NWMO upon giving thirty (30) days' Notice to NWMO, or immediately upon the occurrence of an Event of Default.

15.2 Each of the following events will constitute an Event of Default:

- a) NWMO, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Ministry;
- b) there is a material change to the nature, size or scope of a Project;
- c) NWMO assigns the Agreement in whole or in part without first obtaining the written approval of the Ministry; or
- d) NWMO breaches any of its other obligations under the Agreement and fails to rectify the breach within thirty (30) days from the date the Ministry notifies NWMO of such breach.

15.3 NWMO may terminate this Agreement upon giving thirty (30) days' Notice to the Ministry, but not prior to receiving a Notice from the Ministry that has determined NWMO has fulfilled all applicable obligations under the Agreement, such determination to be at the sole discretion of the Ministry.

16. NOTICE

16.1 Any Notice shall be

- a) in writing;
- b) delivered personally or by pre-paid courier, or sent by facsimile, certified or registered mail; and
- c) forwarded to the Designated Representative of the respective Party.

16.2 All Notices shall be effective:

- a) at the time the delivery is made if the Notice is delivered personally, by pre-paid courier or by facsimile; or
- b) five business days after the day the Notice was deposited in the mail if the Notice is sent by certified or registered mail,

unless the day the Notice is effective falls on a day when the NWMO or the Ministry is normally closed for business or the Notice is sent by facsimile after 5:00 p.m. on a business day, in which case the Notice shall not be effective until the next business day that the NWMO or the Ministry, as the case may be, is normally open for business.

17. DESIGNATED REPRESENTATIVES

17.1 It is agreed that the Ministry and NWMO may act through any designated representative for the purposes of this Agreement.

17.2 For the purposes of this Agreement, for the Ministry, the Designated Representative and address are:

17.3

Ray Boudreau
District Manager
Dryden District Ministry of Natural Resources and Forestry
479 Government Street
Dryden, Ontario
P8N 3K9

and, for the NWMO, the Designated Representative and address are:

Allan Webster
Director, Regulatory Affairs and Environmental Assessment
22 St. Clair Avenue East 6th Floor
Toronto, Ontario
M4T 2S3

17.4 Either Party, through its Designated Representative, may designate a different representative or provide a revised address, from time to time, by providing Notice in writing to the other Party.

18. GENERAL

18.1 This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein. Any litigation arising in connection with the Agreement shall be conducted in Ontario unless the Parties agree in writing otherwise. This Article shall survive expiry or termination of the Agreement.

18.2 Any failure by the Ministry to insist in one or more instances upon strict compliance by the NWMO with any of the terms or conditions of the Agreement shall not be construed as a waiver by the Ministry of its right to require compliance with any such terms or conditions and the obligations of the NWMO with respect to such compliance shall continue in full force and effect.

18.3 The NWMO shall have no power or authority to bind the Ministry or to assume or create any obligation or responsibility, express or implied, on the Ministry's behalf. The NWMO shall not hold itself out as an agent, partner or employee of the Ministry. Nothing in the Agreement shall have the

effect of creating an employment, partnership, or agency relationship between the Ministry and the NWMO.

IN WITNESS WHEREOF this Agreement has been executed by this 24th day of MARCH 2021, by,

For Her Majesty the Queen in Right of Ontario as represented by the Minister.

Name: 
District Manager, Ministry's
Dryden Office

Date: MARCH 24/2021

For Nuclear Waste Management Organization

Name: Allan Webster
Director, Regulatory Affairs
And Environmental Assessment

Date: March 24, 2021

APPENDIX A – PROJECT AND PROJECT SITE DESCRIPTIONS AND CONDITIONS

PROJECT I – SEISMIC MONITORING STATIONS

1. PROJECT DESCRIPTION

The NWMO is planning to install a network of up to nine (9) seismic monitoring stations in the Ignace/Wabigoon area. The seismic monitoring station locations presented are within and around the oval shown in Figure 1 below which is subject to the Ministry of Northern Development and Mines Withdrawal Order No. W-K-98/13. The oval is located in the Revell Batholith, approximately 5 km northeast of Mennin Lake, 40 km northwest of the Municipality of Ignace, 20 km southeast of Wabigoon Lake Ojibway Nation, and 60 km southeast of Dryden.

One station has already been installed at the Borehole 2 (IG_BH02) drill pad. The remaining network of eight (8) stations are planned to be installed within a 50 km radius of the potentially geologically suitable area (or the oval) at Project Sites specified in Section 2 – Project Site Description below.

The seismic monitoring stations are surface based installations which include a sensor that is buried in a shallow hole (around 0.5 m deep) and a metal post (2 m high) which is cemented into the ground upon which the solar power, data logger and telemetry systems are mounted.

Equipment installation

The planned activities to be performed at each of the proposed locations are expected to take a couple of days and will include:

- Digging of a shallow hole (around 0.5 m deep);
- Installation of a sensor which will be buried in the shallow hole (around 0.5 m deep);
- Installation of a metal post (2 m high) which will be cemented into the ground; and
- Installation and commissioning of monitoring equipment including solar power, data logger and telemetry systems.

There is no drill rig or heavy machinery needed to install these stations.

After installation, the stations will be fenced to reduce interaction with wildlife and the public.

Schedule

The work is planned to begin as early as the Spring of 2021, upon receiving permission.

Longer term land use and site requirements

The data collection phase is expected to last for the duration of the Permission after installation of the monitoring equipment. This phase would require maintaining access to the monitoring equipment to service it as needed.

2. PROJECT SITE DESCRIPTION

A summary of the surveyed station locations and coordinates of the Project Sites is set out below.

Summary of Project Sites – Proposed Seismic Monitoring Stations

Location ID	Latitude	Longitude	Elevation (masl)	Comments
IG.SEI01	49.680808	-92.350296	388	
IG.SEI02	49.618625	-91.711583	406	
IG.SEI03	49.371240	-92.145098	417	
IG.SEI04	49.323951	-92.694175	451	
IG.SEI05	49.505800	-92.253400	416	Station installed at the Borehole 2 site
IG.SEI06	49.947796	-92.242049	362	
IG.SEI07(2)	49.373655	-91.730256	442	
IG.SEI08(2)	49.127101	-92.326075	349	
IG.SEI09	49.614019	-92.809132	385	

Note: Coordinates are in WGS84 – decimal degrees.

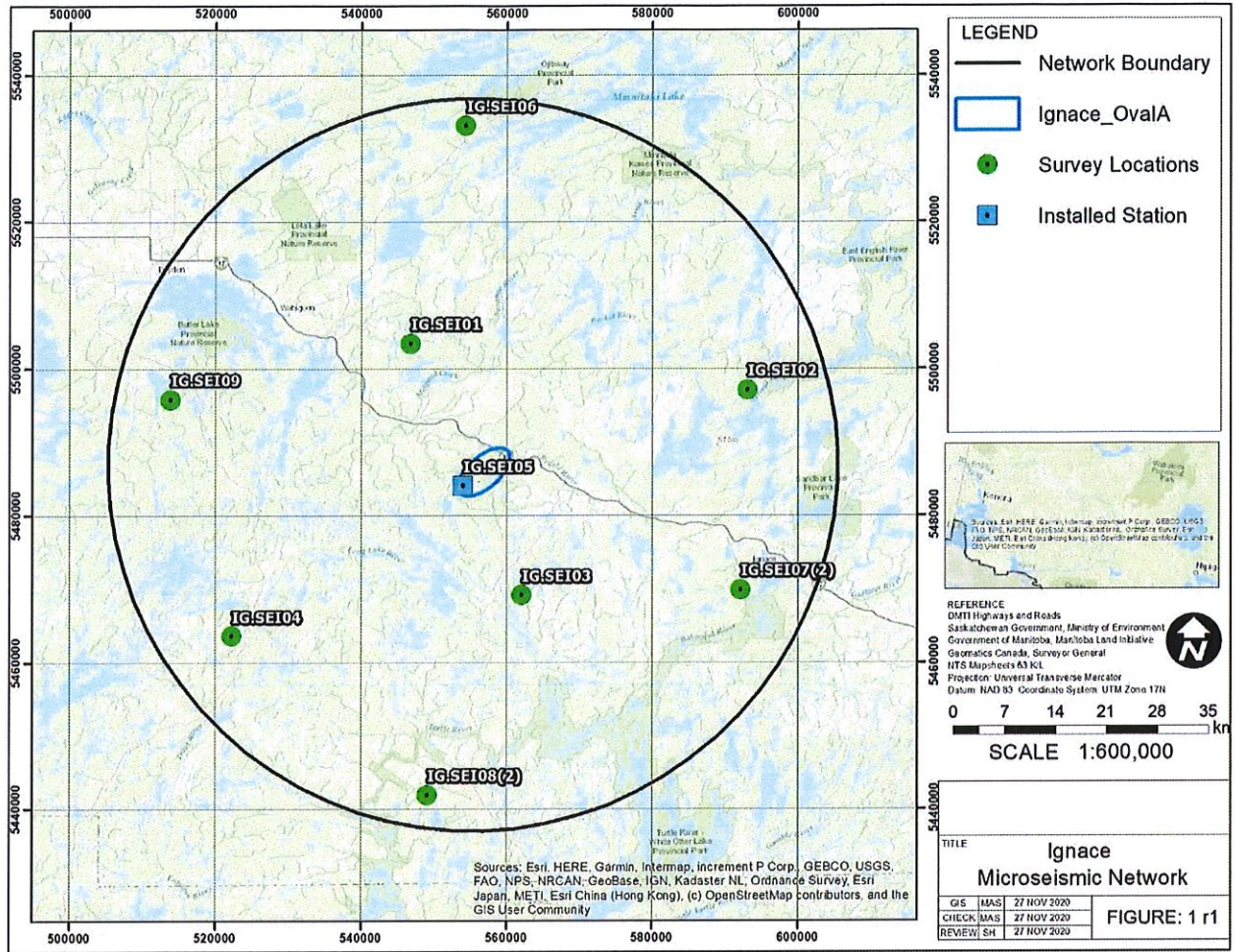


FIGURE 1 - OVAL

Photos representing the general area for each Project Site are provided below.

Location IG.SEI01



Photo of General Area around IG.SEI01 Station Survey Location

Location IG_SEI02

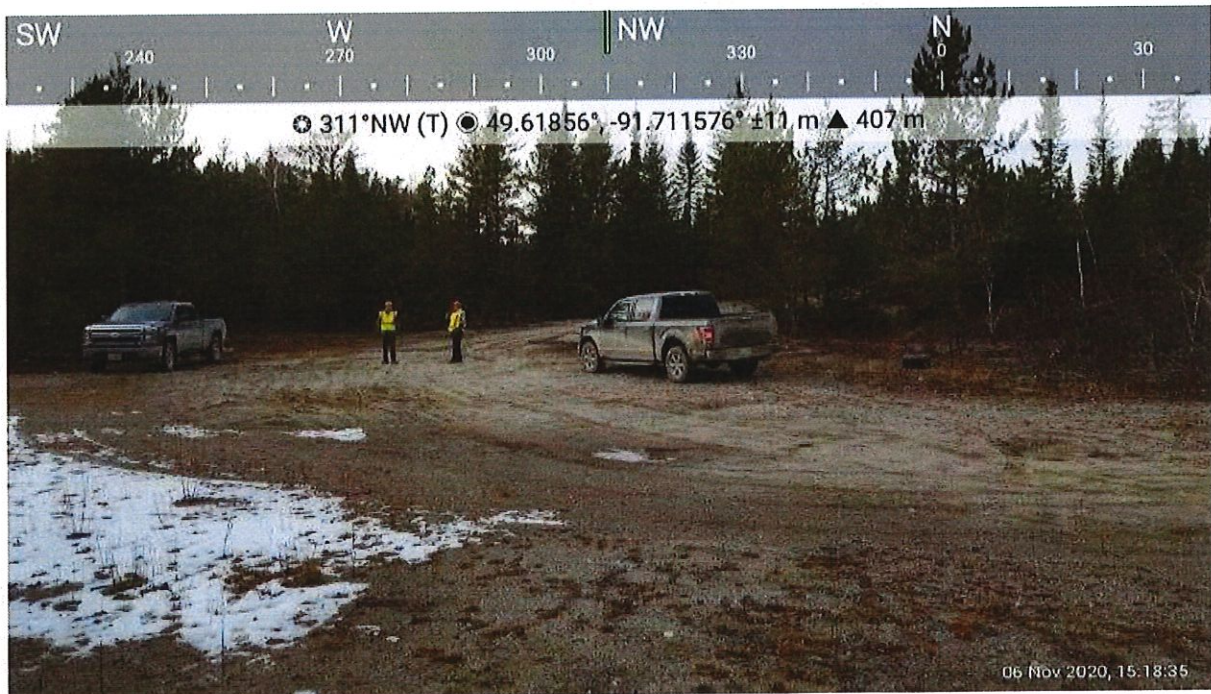


Photo of General Area around IG.SEI02 Station Survey Location

Location IG.SEI03



Photo of General Area around IG.SEI03 Station Survey Location

Location IG.SEI04

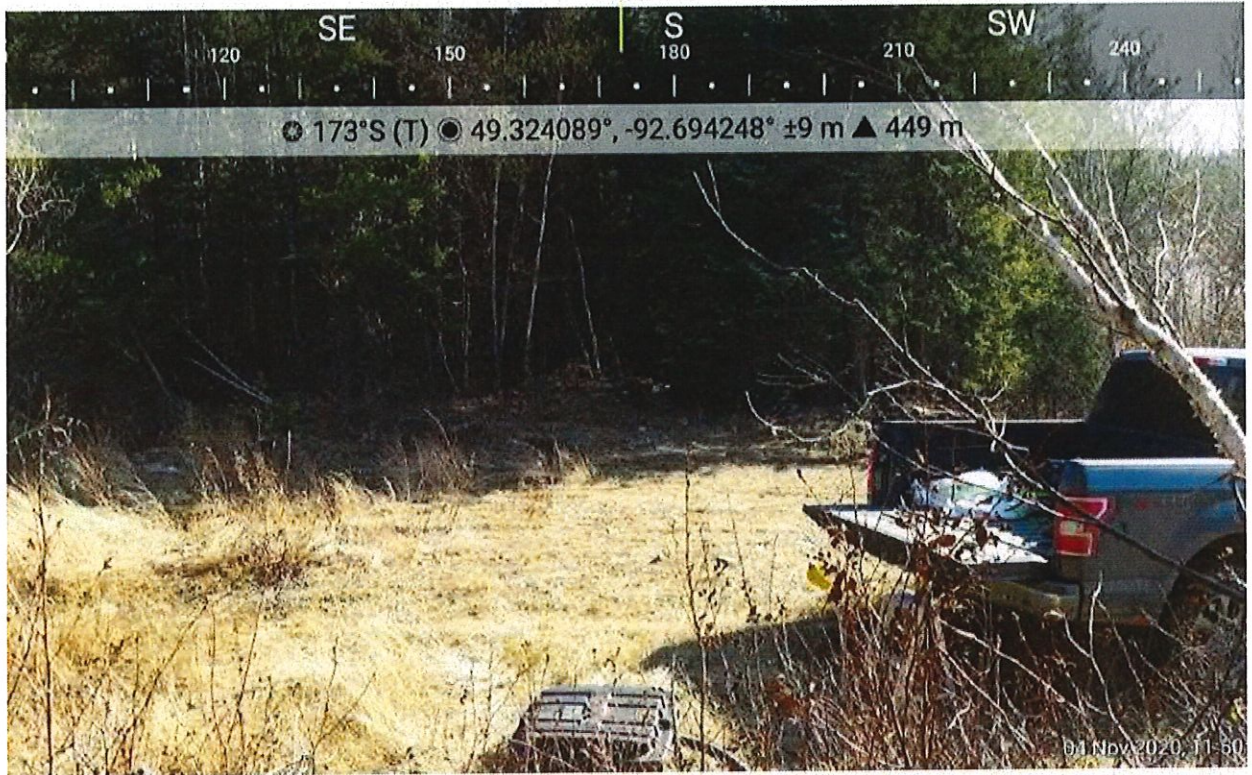


Photo of General Area around IG.SEI04 Station Survey Location

Location IG.SEI06



Photo of General Area around IG.SEI06 Station Survey Location

Location IG.SEI07(2)

☉ 241°SW (T) ● 49.373637°, -91.729991° ±3 m ▲ 443 m



Photo of General Area around IG.SEI07(2) Station Survey Location

Location IG.SEI08(2)

West Elevation

☉ 84°E (T) ● 49.127143°, -92.326132° ±7 m ▲ 358 m



09 Nov 2020, 14:59:48

Photo of General Area around IG.SEI08(2) Station Survey Location

Location IG.SEI09



Photo of General Area around IG.SEI09 Station Survey Location

3. PROJECT CONDITIONS

1. This permission only conveys the right to use the described site(s) for the purposes specified in this agreement and does not convey any right, title or interest in the land or in any trees standing, growing or being on each Project Site, or in any minerals, sand, gravel or similar materials, in, on, or under the land. Use of any such materials, unless authorized herein, must have separate written permission from the Ministry's Designated Representative.
2. (i) NWMO shall take reasonable care to see that persons entering each Project Site, and the property brought on the Project Site by these persons, are reasonably safe while on the premises.

(ii) Any posting of signs or notices on a Project Site shall be subject to prior permission from the Ministry's Designated Representative.

(iii) NWMO agrees to remove all signs or notices on termination of the Agreement, or at the direction of the Ministry's Designated Representative.

3. Any building, structure, or works, erected or to be erected on the site(s), or any alteration, renovation, enlargement or reconstruction of improvements, including any land improvements or alterations whatsoever at a Project Site, must be approved in writing (including via email) by the Ministry's Designated Representative and any other applicable agencies or authorities. The application to the Ministry's Designated Representative for approval must contain a detailed written description of the work.
4. NWMO will maintain each Project Site site(s) in a clean, sanitary and fire-safe condition in accordance with any applicable Acts or municipal by-laws, and dispose of all garbage in an approved waste disposal site.
5. Access to each Project Site, and quality of that access, is strictly the responsibility of NWMO. Permission must be obtained from the Ministry's Designated Representative prior to the construction of any road or trails related to the Project or the Project Site. The Ministry reserves the right to access, enter and inspect each Project Site.
6. Upon expiry, or termination of this Agreement,
 - (i) Unless the Ministry's Designated Representative specifies otherwise, all improvements, property or other assets remaining at each Project Site automatically become the property of the Ministry and the Ministry has no obligation whatsoever to pay compensation therefor;
 - (ii) NWMO will, at the request of the Ministry's Designated Representative, remove the improvements, property or other assets from each Project Site, and leave each Site in a clean and safe condition, restored as much as possible to its original state except where the requirement to restore has been waived in writing by the Ministry's Designated Representative, and the Ministry may require NWMO to comply with terms and conditions applicable to the removal activities;
 - (iii) Where NWMO fails to remove the improvements, property or other assets from a Project Site and/or fails to restore a Site to a clean and safe condition, within a reasonable time following expiry or termination, NWMO will pay the Ministry any costs incurred by the Ministry, in disposing of or destroying the said improvements, property or other assets, and/or restoring the Project Site to a clean and safe condition.

This condition 6 shall survive the expiry or termination of the Agreement.
7. All of NWMO's contractors and equipment operators conducting any work at a Project Site must be provided with a copy of this Appendix A, prior to proceeding with the work.

8. All work shall be only carried out within the approved Project Sites as identified. Any work outside the Project Sites will require separate approval or an amendment to this Agreement
9. All work shall be completed in accordance with the terms and conditions of this Agreement. Any changes to the proposed work beyond the scope described in the document provided to the Ministry by NWMO and titled "Ignace – Borehole Project Description Submission, dated January 8, 2021" related to the installation of seismic monitoring stations must be approved by the Ministry prior to their implementation.
10. Any aggregate used in the course of carrying out a Project must be obtained from a licensed or permitted source.
11. NWMO shall carry out the actions specified in the document prepared by Nanometrics titled "Ignace Area Seismic Monitoring Project Health, Environment and Safety Management (Revision 1.5)" Dated July 24th, 2020, or as revised to align with new Covid-19 related protocols applicable to work related to the Project.

12. Purchase of forest resources

- a. **Definitions:** For the purposes of this condition, the following terms have the following meanings:

"**Harvest**" means the cutting, clearing, removal, or similar activity related to Forestry Resources;

"**Forest Resources**" means any Merchantable Timber located at the Project Site;

"**Merchantable Timber**" means merchantable timber as defined and described in the Scaling Manual;

"**Ontario Stumpage Matrix**" means the matrix of charges set and changed from time-to-time by the Minister, and made publicly available on a Ministry webpage;

"**Rates**" means the rates at which NWMO will pay for Forestry Resources and described in sub-condition (d) below;

"**Scale**" means to measure Forest Resources in accordance with the Scaling Manual; and

"**Scaling Manual**" means the Scaling Manual made by the Ministry under ss. 68(1)4 of the *Crown Forest Sustainability Act, 1994*.

- b. **Purchase:** NWMO agrees to purchase, in accordance with this condition 25, any Forest Resources Harvested from the a Project under the authority of

this Agreement.

c. **Scaling:** NWMO agrees:

- i. all Harvested Forest Resources shall be Scaled by either: (a) a staff member of or person designated by the Ministry, or (b) a person approved by the Ministry and who is licensed under the Scaling Manual;
- ii. Scaling shall occur at a location designated or approved by the Ministry;
- iii. Subject to condition (d) immediately below, Forest Resources shall not be moved from a Project Site until so approved by the Ministry;
- iv. the person who Scales Forest Resource shall submit a tally sheet recording the measurement of the Forest Resources to the Ministry; and
- v. to provide the Ministry with any information the Ministry requests regarding the Scaling.
- vi. The Company agrees to submit by the 15th of each month to the Ministry all scale tally sheets for all Crown forest resources measured in the previous month.

d. **Availability and Delivery of Scaled Forest Resources:** NWMO agrees:

- i. to pile all Forest Resources separately by product/end destination at roadside in an orderly manner that enables scaling;
- ii. to contact the Ministry in relation to condition C.(i) above prior to undertaking scaling activities;
- iii. to scale all wood prior to modification (e.g. chipping);
- iv. scaled wood may either be delivered to a forest resource processing facility or be left onsite and made available for public use for a period of no more than 180 days after harvest;
- v. to provide the name of the destination facility prior to the movement of harvested Forest Resources;
- vi. to remove any harvested wood remaining on site after 180 days; and
- vii. to provide the Ministry with any information the Ministry requests regarding the movement, reporting and payment of harvested wood.

e. **Rates of Payment:** NWMO agrees to pay for each cubic metre of Forest Resources Harvested, the Rates listed below as set by the Minister and adjusted from time-to-time in the Ontario Stumpage Matrix, as applicable to the Forest Resources on the date they are Scaled:

- Minimum Rate
- Forest Renewal Rate
- Forestry Futures Rate
- Residual Rate

- f. **Invoicing:** The Ministry will calculate the amount owed by NWMO with respect to Scaled Forest Resources at applicable Rates based on the tally sheets submitted by scaler(s) pursuant to sub- condition (c) iii above and will forward invoices reflecting the amount to NWMO for payment on a monthly basis.

- g. **Payment:** NWMO agrees to pay the amounts specified on the invoice by the date and to the address specified on the invoice.

PROJECT II – HYDROGEOLOGICAL DATA COLLECTION

A. PROJECT DESCRIPTION

NMWO proposes to carry out a number of activities described below for the purpose of establishing and monitoring groundwater monitoring stations (the Project”).

Construction of or improvements to infrastructure, site establishment and utilities

The construction of, or improvements to, infrastructure such as access trails, Project Site establishment and utilities are described below.

Project Site Access

The Project Sites (as specified in Section 2 below: Project Site Description) are adjacent to existing operational roads. A small access trail may be required to access the Project Sites. Note that one of the Project Sites is intended to be co-located with an existing deep borehole site (IG_BH06).

The access to Project Sites may need minor maintenance along the existing operational roads such as: cleaning of existing water crossings for the purpose of maintaining the flow of water; grading of existing trails or roads; clearing of existing ditches; gravelling of existing trails or roads; clearing or brushing of existing road or trail surfaces; snow plowing; sanding or dust control; and repair or replacement of posted signage.

For any road maintenance and construction activities that are not listed in the above provisions, additional permission will be sought from the MNRF prior to commencement.

Site Establishment

For the planned drilling work, no permanent structures are planned. A temporary area will be setup at the drill location to serve as a workspace and for storage. All drilling, power generation equipment and fuel storage shall be setup atop spill containment structures. This is to provide additional spill protection in the event of an accidental spill or equipment failure.

The Project Sites are expected to require minimal clearing (e.g., brush clearing). The activities at each Project Site will be localized. Unlike deep borehole drilling and testing operations, these Project Sites do not need to be leveled or graveled in their entirety.

An 8' high fence will be erected around the shallow test hole in an effort to keep wildlife away from the drilling, to limit site spread and for the protection of workers, third parties and the public.

At each Project Site, activities will be undertaken on a leveled working surface and will require an area of approximately 200 m². If required, aggregate sourced from a local supplier will be used. The aggregate shall be spread using a skid steer or similar equipment and track compacted.

Equipment used during site establishment could include a small bulldozer, drilling equipment, dump truck, pickup trucks and small equipment such as a skid steer or loader.

NWMO will install equipment to support its monitoring and sampling program.

Vegetation and ground clearing

Vegetation and ground clearing activities are expected to be minimal. If clearing activities involve the removal of Merchantable Timber (as defined in condition 13 of Part C - Conditions), NWMO shall notify the Ministry Designated Representative.

Project Activities at Established Site

The planned Project activities to be performed once the Project Sites are established include:

- Drilling and logging data – For each monitoring well, a drill rig will be set up to drill an approximate 4 to 5 inch (approximate 110 to 130 mm) diameter hole to a maximum depth of 100 m. In a multi-level monitoring well configuration, only one hole to 100 m will be drilled. In a nested monitoring well configuration, three holes will be drilled to different depths with a maximum of 100 m. These nested wells will be in close proximity to each other, within a few metres. Core will not be collected.
- Shallow test hole/Well sealing – Based on the results from the monitoring, NWMO may decide to abandon a hole. If the hole is abandoned, it will be temporarily sealed at surface and between zones that have differing hydraulic pressures or ground water chemistry (if any are identified). The current plan includes instrumenting the holes to perform longer term data collection. If longer term data collection is not required, the shallow test hole will be permanently sealed and abandoned according to provincial regulations.
- Ongoing groundwater sampling and testing – Once the wells are installed, an ongoing water sampling and a testing program will be implemented. Samples of water from the wells may be collected, prepared for testing and shipped out for further laboratory analysis.

Decommissioning and Rehabilitation of the Drilling Sites

At the end of the Project all equipment and materials will be removed from the Project site (excluding long-term monitoring instruments and well completion materials).

The access routes and levelled site areas (100 m²) will be maintained to support future monitoring activities such as taking water samples, and servicing monitoring equipment as required. At the end of the monitoring, and the cessation of all other activities by the NWMO in the area, a decommissioning plan shall be developed. The plan will be developed with input from local communities. This plan will cover the decommissioning of monitoring wells, rehabilitation of drilling sites, access roads, and water crossings (as required).

Monitoring

The monitoring phase of each Project is expected to last for from the time of installation of the monitoring well instrumentation for five years (until the expiry of the Agreement). The monitoring phase will require maintaining access to the monitoring equipment for sampling purposes and

servicing monitoring equipment.

B. PROJECT SITE DESCRIPTION

The potential shallow groundwater well locations are within the oval in Figure 1 included in Project I – Seismic Monitoring Stations which is subject to the Ministry of Northern Development and Mines Withdrawal Order No. W-K-98/13. They are located in the Revell Batholith, approximately 5 km northeast of Mennin Lake, 40 km northwest of the Municipality of Ignace, 20 km southeast of Wabigoon Lake Ojibway Nation, and 60 km southeast of Dryden.

The purpose of the shallow (i.e., down to a maximum of 100 m below ground surface) groundwater monitoring well activities is to supplement the information already gathered from the deep boreholes (BH01 to BH06) with additional information that is more focused on the near-surface geosphere to a depth of approximately 100 m.

At each of the three locations, shallow test holes will be drilled in a roughly triangular configuration around 50 m apart. These shallow test holes will be instrumented with monitoring zones to evaluate hydrogeological conditions at multiple depths.

Project Sites

Location IG_MWA

Location IG_MWA is in a general area that appears previously harvested as shown in Figure 2.



Figure 2: Photo of General Area for IG_MWA taken in June 2020

Location IG MWB

Location IG_MWB coincides with the location for the NWMO's sixth deep borehole (i.e., IG_BH06). The activities at this location are being conducted under an MNRFP Permission. Figure 3 provides a photo of this location.



Figure 3: Photo of General Area for IG_MWB taken in April 2020

Location IG_MWC

Location IG_MWC is in a general area previously harvested, as shown in Figure 4.



Figure 4: Photo of General Area for IG_MWC taken in June 2020

C. PROJECT CONDITIONS

1. This permission only conveys the right to use the described site(s) for the purposes specified in this agreement and does not convey any right, title or interest in the land or in any trees standing, growing or being on each Project Site, or in any minerals, sand, gravel or similar materials, in, on, or under the land. Use of any such materials, unless authorized herein, must have separate written permission from the Ministry's Designated Representative.
2. (i) NWMO shall take reasonable care to see that persons entering each Project Site, and the property brought on the Project Site by these persons, are reasonably safe while on the premises.

(ii) Any posting of signs or notices on a Project Site shall be subject to prior permission from the Ministry's Designated Representative.

(iii) NWMO agrees to remove all signs or notices on termination of the Agreement, or at the direction of the Ministry's Designated Representative.

3. Any building, structure, or works, erected or to be erected on the site(s), or any alteration, renovation, enlargement or reconstruction of improvements, including any land improvements or alterations whatsoever at a Project Site, must be approved in writing (including via email) by the Ministry's Designated Representative and any other applicable agencies or authorities. The application to the Ministry's Designated Representative for approval must contain a detailed written description of the work.
4. NWMO will maintain each Project Site site(s) in a clean, sanitary and fire-safe condition in accordance with any applicable Acts or municipal by-laws, and dispose of all garbage in an approved waste disposal site.
5. Access to each Project Site, and quality of that access, is strictly the responsibility of NWMO. Permission must be obtained from the Ministry's Designated Representative prior to the construction of any road or trails related to the Project or the Project Site. The Ministry reserves the right to access, enter and inspect each Project Site.
6. Upon expiry, or termination of this Agreement,
 - (i) Unless the Ministry's Designated Representative specifies otherwise, all improvements, property or other assets remaining at each Project Site automatically become the property of the Ministry and the Ministry has no obligation whatsoever to pay compensation therefor;
 - (ii) NWMO will, at the Ministry's Designated Representative's request, remove the improvements, property or other assets from each Project Site, and leave each Site in a clean and safe condition, restored as much as possible to its original state except where the requirement to restore has been waived in writing by the Ministry's Designated Representative, and the Ministry may require NWMO to comply with terms and conditions applicable to the removal activities;
 - (iii) Where NWMO fails to remove the improvements, property or other assets from a Project Site and/or fails to restore a Site to a clean and safe condition, within a reasonable time following expiry or termination, NWMO will pay the Ministry any costs incurred by the Ministry, in disposing of or destroying the said improvements, property or other assets, and/or restoring the Project Site to a clean and safe condition.

This condition 6 shall survive the expiry or termination of the Agreement.

7. All of NWM's contractors and equipment operators conducting any work at a Project Site must be provided with a copy of this Appendix A, prior to proceeding with the work.
8. NWMO shall remove all garbage and waste from each Site upon completion the Project at the Site, or upon the expiry of this Agreement.
9. All work shall be only carried out at the approved Project Site(s) as identified. Any work at a location other than a Project Site will require separate approval or an amendment to this Agreement.
10. All work shall be completed in accordance with the terms and conditions of this Agreement. Any changes to the proposed work beyond the scope described in the document provided to the Ministry by NWMO and titled "Ignace – Borehole Project Description Submission, dated September 18, 2020" related to the installation of groundwater monitoring stations must be approved by the Ministry prior to their implementation.
11. Any aggregate used in the course of carrying out a Project must be obtained from a licensed or permitted source.
12. NWMO shall submit an Environment and Safety Management Plan applicable to the hydrological Projects to the Ministry's Designated Representative which must be approved by the Ministry's Designated Representative, which may be provided by email, prior to NWMO commencing a Project.
13. Once approved by the Ministry's Designated Representative, the Environmental and Safety Management Plan shall form part of this Agreement, and NWMO shall comply with it.
14. Purchase of forest resources
 - a. **Definitions:** For the purposes of this condition, the following terms have the following meanings:

"**Harvest**" means the cutting, clearing, removal, or similar activity related to Forestry Resources;

"**Forest Resources**" means any Merchantable Timber located at the Project Site;

"**Merchantable Timber**" means merchantable timber as defined and described in the Scaling Manual;

"**Ontario Stumpage Matrix**" means the matrix of charges set and changed from time-to- time by the Minister, and made publicly available on a Ministry webpage;

"Rates" means the rates at which NWMO will pay for Forestry Resources and described in sub-condition (d) below;

"Scale" means to measure Forest Resources in accordance with the Scaling Manual; and

"Scaling Manual" means the Scaling Manual made by the Ministry under ss. 68(1)4 of the *Crown Forest Sustainability Act, 1994*.

- b. **Purchase:** NWMO agrees to purchase, in accordance with the this condition 25, any Forest Resources Harvested from the a Project under the authority of this Agreement.
- c. **Scaling:** NWMO agrees:
- i. all Harvested Forest Resources shall be Scaled by either: (a) a staff member of or person designated by the Ministry, or (b) a person approved by the Ministry and who is licensed under the Scaling Manual;
 - ii. Scaling shall occur at a location designated or approved by the Ministry;
 - iii. Subject to condition (d) immediately below, Forest Resources shall not be moved from a Project Site until so approved by the Ministry;
 - iv. the person who Scales Forest Resource shall submit a tally sheet recording the measurement of the Forest Resources to the Ministry; and
 - v. to provide the Ministry with any information the Ministry requests regarding the Scaling.
 - vi. The Company agrees to submit by the 15th of each month to the Ministry all scale tally for all Crown forest resources measured in the previous month.
- d. **Availability and Delivery of Scaled Forest Resources:** NWMO agrees:
- vii. to pile all Forest Resources separately by product/end destination at roadside in an orderly manner that enables scaling;
 - viii. to contact the Ministry in relation to condition C.(i) above prior to undertaking scaling activities;
 - ix. to scale all wood prior to modification (e.g. chipping);
 - x. scaled wood may either be delivered to a forest resource processing facility or be left onsite and made available for public use for a period of no more than 180 days after harvest;
 - xi. to provide the name of the destination facility prior to the movement of harvested Forest Resources;
 - xii. to remove any harvested wood remaining on site after 180 days; and
 - xiii. to provide the Ministry with any information the Ministry requests regarding the movement, reporting and payment of

harvested wood.

- e. **Rates of Payment:** NWMO agrees to pay for each cubic metre of Forest Resources Harvested, the Rates listed below as set by the Minister and adjusted from time-to-time in the Ontario Stumpage Matrix, as applicable to the Forest Resources on the date they are Scaled:
- Minimum Rate
 - Forest Renewal Rate
 - Forestry Futures Rate
 - Residual Rate
- f. **Invoicing:** The Ministry will calculate the amount owed by NWMO with respect to Scaled Forest Resources at applicable Rates based on the tally sheets submitted by scaler(s) pursuant to sub- condition (c) iii above and will forward invoices reflecting the amount to NWMO for payment on a monthly basis.
- g. **Payment:** NWMO agrees to pay the amounts specified on the invoice by the date and to the address specified on the invoice.



Ministry of
Natural
Resources

Ministère des
Richesses
naturelles

**APPENDIX B - Crown Land Use Occupation –
Occupier Self-Reporting Form**
***Occupation des terres de la Couronne –
Auto-vérification par l'occupant(e)***

Ontario

- Instructions: 1) Confirm location and use of improvements shown on the attached site plan by initialing the improvements and or identifying and initialing changes.
2) Complete all applicable sections
3) Sign and date the declaration
4) Return signed form complete with photographs to:
- Instructions: 1) *Pour confirmer l'emplacement et l'utilisation des améliorations indiquées sur le plan ci-joint, veuillez écrire vos initiales sur les améliorations et, au besoin, en indiquant d'abord les améliorations.*
2) *Remplir toutes les sections applicables*
3) *Signer et dater la déclaration*
4) *Retourner le formulaire signé avec les photos à*

Note: all photographs must be signed and dated on reverse by the authorized occupier
Remarque : toutes les photos doivent porter la signature de l'occupant(e) autorisé(e) et la date au verso.

Form of Authorization:
Formulaire d'autorisation :

Location:
Lieu :

Occupier:
Occupant(e) :

Occupier Mailing Address:
Adresse postale de l'occupant(e) :

Street
Rue :

Apt:
Appart.:

City/Town:
Ville/village:

Postal Code:
Code postal:

Site Plan – attached (as provided by MNR)
Plan des lieux ci-joint (conforme au plan du MRN)

Authorized Use(s):
Utilisation(s) autorisée(s) :

Solid waste disposal – approved waste disposal site , located
Évacuation des déchets solides – lieu d'enfouissement approuvé , reconnu

Sewage disposal – approved septic system Class
Évacuation des eaux usées – fosse septique approuvée Catégorie

Fuel storage facilities – approved system Type of system
Installation d'entreposage de combustible – système approuvé Type de système

Attach colour photographs covering the following views:
Joindre des photos en couleur représentant :

- waterfront viewed from the water body (where applicable)
- le rivage vu de l'eau (le cas échéant)*

- all structures
- toutes les structures*

- other -
- autre -*

I hereby certify that the information is true and complete and the attached photographs accurately depict the location authorized by as of, 20.

Je certifie par les présentes que ces renseignements sont justes et complets et que les photos ci-jointes représentent précisément le lieu relevant du en date du 20 .

Name of Occupier
Nom de l'occupant(e)

Signature of Occupier
Signature de l'occupant(e)

Date
Date