

Appendix 1:

**Detailed comments on omissions and deficiencies in the Initial Project Description
(re Issues #1 through #4)**

GCT3 Comment	Relevant excerpts and references
<p>GCT3 is virtually ignored in the 1,233-page IPD.</p> <p>The IPD provides only one reference to GCT3 as an “Indigenous organization” that was part of NWMO engagement.</p> <p>The IPD does not acknowledge GCT3’s status as a traditional governance structure of the Nation that has jurisdiction and authority.</p> <p>The IPD contains no discussion of the Nation’s role in Treaty #3 Territory or the years of engagement between GCT3 and NWMO. It ignores information provided by GCT3 to NWMO regarding the Nation’s governance structure, laws, protocols and ceremony. GCT3’s engagement with NWMO extends back to 2011, not 2022.</p> <p>Other IPD references to GCT3 are passing references to GCT3 as a source of information regarding Treaty and Anishinaabeg history, or as an Indigenous organization that Treaty #3 Nations communities are part of.</p> <p>The IPD does not acknowledge GCT3 in its “Plan for Future Indigenous Engagement and Participation” (IPD PDF p 22/1233), or its list of potentially affected</p>	<ul style="list-style-type: none"> • “Grand Council Treaty #3: First engaged on October 4, 2022, through a relationship agreement (expired at the end of March 2025)” (IPD at PDF p 45/1233) • “The Anishinaabeg traded products such as isinglass, a highly valued product from sturgeon bladders and were traditionally adept at Maanchi chi’ ga’win, managing game, further displaying the deep relationship with and respect for the land and its resources (Grand Council Treaty #3 2011)” (IPD at PDF p 187/1233) • “The Anishinaabeg traditionally had comprehensive knowledge of the forest and plants for medicinal, practical, and sacred purposes (Grand Council Treaty #3 2011)” (IPD at PDF p 187/1233) • “On October 3, 1873, Treaty #3 was signed via ceremony and signified the beginning of the involvement of the Crown in the lands already occupied by 28 First Nations (Grand Council Treaty #3 2011)” (IPD at PDF p 187/1233) • “The NWMO has a confidential Hosting Agreement with WLON. WLON is a signatory to Treaty 3 and a member of the Bimose Tribal Council and Grand Council Treaty #3” (IPD at PDF p 187/1233) • “ELFN is a signatory to Treaty 3 and a member of the Bimose Tribal Council and Grand Council Treaty #3.” (IPD at PDF p 187/1233) • “Wabauskang First Nation is a Saulteaux First Nation in northwestern Ontario, and is a member of the Bimose Tribal Council and the Grand Council Treaty #3” (IPD at PDF at p 188/1233) • “Asubpeeschoseewagong First Nation (also known as Grassy Narrows First Nation) is an Ojibwe First Nations band government and is a member of the Bimose Tribal Council and Grand Council Treaty #3” (IPD at PDF at p 188/1233)

Appendix: GCT3 Letter to IAAC re NWMO IPD

February 4, 2026 (corrected February 5, 2026)

GCT3 Comment	Relevant excerpts and references
<p>Indigenous groups (IPD at PDF pp 278-279/1233).</p>	
<p>NWMO is out of compliance with Manito Aki Inaakonigewin, both the oral and written version of that law.</p> <p>Per the written version (Attachment 1 of this Appendix), which is publicly available online, proponents must “consult with and seek the consent of the Nation in a timely manner,” “apply in writing for consultation,” and “disclose the potential effects of the development,” among other requirements.</p> <p>The 2022 Project Application Framework (Attachment 2 of this Appendix), which is also publicly available, sets out explicit information requirements that proponents must submit as part of their initial project description to the Nation. Proponents must attach several specific items, including, but not limited to: “Guiding Principles and Values”; “Outline Potential for Cultural, Economic, Environmental and Social Impacts and Benefits”; “Potential Mitigations and Monitoring,” and “Cumulative Impacts.” Proponents must also provide a “draft project notification,” with the expectation that proponents enter into project-specific arrangements with GCT3 following the submission of this information.</p>	<ul style="list-style-type: none"> • No mention of the 1997 Anishinaabe Nation in Treaty #3 Manito Aki Inakonigaawin Unofficial Consolidation (the written law; provided as Attachment 1 of this Appendix) • No mention of the 2022 Project Application Framework (provided as Attachment 2 of this Appendix)

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<p>NWMO has not complied with any of these requirements. NWMO is out of compliance with Manito Aki Inaakonigewin.</p>	
<p>The IPD does not refer to or discuss the relationship of MAI to declarations by Anishinaabe Elders, such as the 2011 Anishinaabe Elders Declaration. Grand Council has affirmed that, in light of the Elders' Declaration, any resource development in Treaty #3 Territory must be authorized through MAI.</p>	<ul style="list-style-type: none"> • No mention of MAI or the Elders Declaration
<p>The IPD does not mention the framework for MAI and <i>Impact Assessment Act</i> harmonization that GCT3 has been negotiating with the IAAC.</p>	<ul style="list-style-type: none"> • No mention of MAI/IAA harmonization
<p>The IPD does not mention the Planning and Regulatory Agreement that GCT3 has been negotiating with NWMO.</p>	<ul style="list-style-type: none"> • No mention of the PARA
<p>The IPD states that water is sacred and that all water-related infrastructure, activities, and management plans must be co-developed with Wabigoon Lake Ojibway Nation and reflect Anishinaabe laws and values.</p> <p>However, the IPD makes no reference to GCT3's Nibi (Water) Declaration.</p>	<ul style="list-style-type: none"> • "Water is sacred. All water-related infrastructure, activities, and management plans must be co-developed with WLON and reflect Anishinaabe laws, values, conditions, and knowledge systems, consistent with commitments made through the Hosting Agreement" (IPD at PDF p 48/1233)
<p>The IPD contains 4 references to the Project being within Treaty #3 Territory.</p>	<ul style="list-style-type: none"> • "Concerns regarding unceded title, treaty rights, and how the Project may affect these rights" (IPD at PDF p 47/1233) • "The Project site is located in land covered by Treaty #3 signed with the Anishinaabe peoples and within the territory of WLON. The following distances were measured

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<p>The IPD provides no discussion of the history of Treaty #3.</p>	<p>in a straight line from the approximate Project site centroid to the nearest edge of reserve lands. Distances to First Nation reserve lands in the vicinity of the Project site range approximately 21–107 km:</p> <ul style="list-style-type: none"> ○ WLON (approximately 21 km to the northwest) ○ Eagle Lake First Nation (approximately 60 km to the northwest) ○ Lac Seul First Nation (approximately 64 km to the north) ○ Seine River First Nation (approximately 85 km to the south) ○ Lac Des Mille Lacs First Nation (approximately 107 km to the southeast)” <p>(IPD at PDF p 123/1233)</p> <ul style="list-style-type: none"> ● “The Project site is located within the territory of the WLON and within the area subject to Treaty #3. Section 13.2 includes the distances to the nearest Treaty #3 First Nations in proximity to the Project site. The Project site is located within the MNR-recognized Lake of the Woods/Lac Seul, Rainy Lake/Rainy River, and the Treaty #3 Halfbreed Adhesion Harvesting Area of the Métis Nation of Ontario Region 1, locally known as the northwestern Ontario Métis Community” (IPD at PDF p 172/1233)
<p>The IAAC reviewed a draft IPD and NWMO’s social and cultural baseline studies with a Government Review Team before submitting it to the public record.</p> <p>The IPD does not specify which government authorities were represented in the Government Review Team.</p>	<ul style="list-style-type: none"> ● Revision Summary Table: “Draft – 2025-08-15, External Draft for IAAC and GRT Review” (IPD at PDF p 5/1233) ● “Nonetheless, the work completed to date, as documented in the NWMO’s Social, Cultural, Economic, and Health Baseline Studies, Preliminary Report, which has been reviewed by the IAAC and the Government Review Team, is considered sufficiently advanced to support a risk-informed assessment of potential effects, providing early conclusions regarding the likelihood and significance of potential impacts presented in Section E of the IPD” (IPD at PDF pp 12/1233, 171/1233)
<p>The IPD briefly describes but does not discuss Aboriginal concern with this Project.</p> <p>All but one reference to "opposition" is found in the Endorsed Study (consisting of a 2005 Final Report which was approved by Cabinet in 2007) which is appended to the IPD under the heading,</p>	<ul style="list-style-type: none"> ● The Endorsed Study contains 27 references to “opposition,” all of which are in the section on “Perspectives from Aboriginal Peoples” (starting in IPD at PDF p 870/1233). These references include: <ul style="list-style-type: none"> ● “The Nishnawbe Aski Nation, in July 2005, passed a resolution “that the Nishnawbe Aski Nation Chiefs in Assembly declare the lands and communities of the Nishnawbe Aski Nation a ‘Nuclear Waste Free Zone’”.” (IPD at PDF p 870/1233) ● “Reaction voiced in the Aboriginal dialogues to the NWMO’s Adaptive Phased Management approach

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<p>"Perspectives from Aboriginal Peoples".</p>	<p>varied from cautious support by some, hesitation to make comment by others, and opposition from yet others" (IPD at PDF p 870/1233)</p> <ul style="list-style-type: none"> • "Two organizations voiced opposition to Adaptive Phased Management, the Native Women's Association of Canada (NWAC) and the Congress of Aboriginal Peoples (CAP). NWAC's opposition is based on 1) lack of awareness on behalf of Aboriginal peoples in the communities that may be directly impacted, 2) the risks outweigh benefits for a remote community, 3) transportation poses unknown risks, 4) incorporation of Traditional Knowledge is as yet unknown, 5) waste importation may occur, 6) there is no assurance that the amount of waste will ever be limited, 7) there is no discussion of pursuing alternative energy options, and NWMO is "suspect" because it is driven by the waste producers themselves. In the case of CAP, they see the recommendation as a simple reworking of the AECL deep disposal concept which they find not proven from a safety perspective and unacceptable" (IPD at PDF p 870/1233) • "Additional reaction precipitated by the NWMO's study was voiced in the Aboriginal dialogues in passage of a number of resolutions. The Inuit Tapiriit Kanatami passed a resolution, in June 2004, in opposition "to the storage/disposal and transport of nuclear fuel waste in areas adjacent to Inuit owned lands, on Inuit co-managed lands and land governed by Inuit Land Claim Agreements" (IPD at PDF p 870/1233) • "A report summarizing the NWMO's Aboriginal dialogues is found on our website at www.nwmo.ca/aboriginaldialogues. The report reviews the overall goals and objectives, the evolving context and role of the Aboriginal community in this country, the 15 national and regional/local organizations that participated, the observations that they offered, and the lessons learned as input for continued dialogue in the future" (IPD at PDF pp 870-871/1233) • The only current reference to concern in the IPD is its reference to Eagle Lake First Nation (ELFN): "ELFN is a signatory to Treaty 3 and a member of the Bimose Tribal Council and Grand Council Treaty #3. ELFN is challenging the NWMO's site selection through a Judicial Review, launched in December 2024" (IPD at PDF p 187/1233)
<p>The IPD purports to identify applicable federal law, but has</p>	<p>Mentions of the following key terms:</p>

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<p>ignored the <i>United Nations Declaration on the Rights of Indigenous Peoples</i> (the UN Declaration) and the 2021 Federal Act which implements the UN Declaration.</p> <p>In two places, the IPD mentions a key term from the UN Declaration regarding "free, prior and informed consent" but ignores the source of this term in the UN Declaration.</p> <p>The absence of any reference to the UN Declaration is notable given its affirmed application in Canadian law and policy and its relevance to understanding Indigenous rights and governance in relation to the Project.</p>	<ul style="list-style-type: none"> • UNDRIP/United Nations Declaration on the Rights of Indigenous Peoples – 0 times • Self-determination – 4 times in relation to data sovereignty (IPD at PDF pp 2/1233, 171/1233, 346/1233, 433/1233) • Free, prior, informed consent – 2 times - "The NWMO commits to build meaningful and respectful relationships, and to seek the free, prior, and informed consent of impacted peoples of WLON before proceeding with development of the DGR" (IPD at PDF pp 346/1233, 1229/1233)
<p>The IPD does not specify NWMO's role in implementing and facilitating procedural aspects of the duty to consult alongside federal authorities.</p>	<ul style="list-style-type: none"> • "The NWMO will work with the Crown regarding the Crown's duty to consult and accommodate, as guided by decisions of the Supreme Court of Canada in fulfilling the NWMO's obligations under the Nuclear Fuel Waste Act (NFWA)" (IPD at PDF pp 2/1233, 346/1233, 433/1233) • "A Memorandum of Understanding between Natural Resources Canada (NRCan) and the NWMO was signed on August 14, 2009. It clarifies the roles and responsibilities of the Crown, as represented by the Minister of Natural Resources, and the NWMO with respect to consultation with Indigenous communities, pursuant to the Government's duty to consult, and accommodate if necessary, and the NWMO's statutory obligations under the NFWA" (IPD at PDF pp 41/1233, 59/1233)
<p>NWMO seeks to determine which Indigenous communities have rights that may be potentially affected by the Project, but does not explain how it has any legal authority to do so.</p>	<ul style="list-style-type: none"> • "Engagement with WLON, the Township of Ignace, and other potentially affected Indigenous communities will continue to play a central role in identifying pathways of change, understanding land and resource use, and characterizing potential impacts on Indigenous rights and interests. These perspectives will inform the assessment of significance and the development of mitigation

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	<p>measures to ensure Indigenous knowledge, values, and laws are appropriately reflected in Project implementation.” (IPD at PDF p 288/1233)</p>
<p>The IPD lacks baseline data on Treaty #3 First Nations.</p>	<ul style="list-style-type: none"> • “Uncertainty remains regarding potential effects to Indigenous Peoples based on baseline data collection to date and therefore cannot be ruled out as carrying a non-negligible risk of significant effects. These potential impacts will be a central focus of the Impact Statement and addressed through assessment studies with Wabigoon Lake Ojibway Nation and ongoing engagement with potentially affected Indigenous groups” (IPD at PDF p 13/1233) • “While the current baseline primarily reflects non-Indigenous and municipal communities, the NWMO recognizes that Indigenous data are not yet represented. The NWMO will work collaboratively with potentially affected Indigenous groups through the IA process to ensure that Indigenous social, cultural, economic, and health data are respectfully incorporated into the assessment” (IPD Summary at PDF p 62/92) • “At this time, reporting is limited to Statistics Canada and Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) data, and other publicly available sources. As such, it does not provide a complete representation of the Indigenous identity populations residing within district, municipal, and unincorporated communities, nor does it fully capture the characteristics of on-reserve communities. The NWMO recognizes that data control is a vital aspect of self-determination and cultural preservation for Indigenous communities” (IPD at PDF p 171/1233)
<p>NWMO’s conclusion that the likelihood of significant adverse environmental effects is expected to be low is premature as its assessment of adverse effects to inherent and Treaty #3 rights is incomplete.</p>	<ul style="list-style-type: none"> • “...the NWMO’s engagement program will play a central role in deepening understanding of how people use and value the lands and waters in the area. Additional engagement with potentially affected Indigenous groups will help identify and characterize potential effects on Indigenous land use and potential impacts on Indigenous Rights. These perspectives will meaningfully inform the assessment of significance and the development of mitigation measures to ensure that Indigenous interests and Rights are appropriately considered and respected as part of implementation of the Project” (IPD Summary at PDF p 11/92)

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<p>NWMO seeks to commence an impact assessment on the basis that what they did from 2007 to 2025 is outside the scope of the Impact Assessment process. The IPD contains no regulatory review of how the NWMO selected the site it now proposes, including in relation to alternatives.</p>	<ul style="list-style-type: none"> • In November 2024, following a 14-year site selection process, extensive public engagement, and a comprehensive technical assessment demonstrating confidence in safety, the decision was made to locate the Project in the Wabigoon Lake Ojibway Nation and Ignace siting area. This milestone marked the completion of more than a decade of rigorous scientific study and a community-driven, consent-based siting process, <u>advancing the Project into the regulatory decision-making phase</u> (IPD Summary at PDF p 7/92) • “Through this vote and signing of the Hosting Agreement, WLON has formally agreed to host the Project for its full duration, contingent on required approvals, including approval through WLON’s Regulatory Assessment and Approval Process. The NWMO acknowledges with gratitude the willingness of the Anishinaabe people of WLON to proceed with the regulatory decision-making phase. WLON’s story, authored by WLON, supports the IPD” (IPD Summary at PDF p 26/92)
<p>NWMO relies on the “Endorsed Study” to demonstrate the rigour and comprehensiveness of their engagement with Indigenous peoples during the site selection process. However, the Endorsed Study specifically states that site selection was beyond the Study’s scope.</p>	<ul style="list-style-type: none"> • “Although the NWMO is not proceeding with site selection as part of this study, in our public dialogues there was intense interest in the major considerations and principles that might influence our next steps in the site-selection process” (IPD at PDF p 800/1233) • “Although the NWMO is not proceeding with site selection as part of this study, we have an obligation under the Nuclear Fuel Waste Act (NFWA) to address economic regions for implementation of each approach studied” (IPD at PDF p 905/1233) • “Although site selection is not part of this study, many have asked that we elaborate on some of the major considerations and principles that might influence the site-selection process” (IPD at PDF p 988/1233)
<p>The Endorsed Study stated that NWMO would “ensure that all potentially affected are positioned to be active participants in decisions taken in implementing Adaptive Phased Management.” However, contrary to the Endorsed Study, the IPD pays virtually no regard to the Anishinaabe Nation of Treaty #3.</p>	<ul style="list-style-type: none"> • “We will ensure that all potentially affected are positioned to be active participants in decisions taken in implementing Adaptive Phased Management. All potentially affected parties must be afforded fair and equitable treatment, in engagement with the NWMO, in assessing potential significant socio-economic effects, and in managing those effects” (IPD at PDF p 1035/1233) • “Communities in the vicinity of any future facility must have opportunities for genuine involvement. They should be informed of issues and participate in decision-making, as well as monitoring. A special responsibility is owed to potentially impacted Aboriginal peoples. Effective

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	<p>engagement is based on principles of openness, transparency, integrity and mutual respect" (IPD at PDF p 802/1233)</p> <ul style="list-style-type: none"> • "The NWMO is committed to developing and implementing a siting process collaboratively with potentially impacted communities of interest" (Endorsed Study at p 40) • "Ethically, engagement should ensure that those who most directly could be exposed to harm or risk of harm are involved. We must understand concerns of regions and communities that are affected directly and indirectly" (IPD at PDF p 802/1233)
<p>The Endorsed Study did not define the meaning of a "host community." Instead, it advised that "Arriving at an appropriate definition of "host community", and understanding its characteristics, values, goals and concerns, will be an important starting point for assessing and managing potential socio-economic and cultural effects."</p>	<ul style="list-style-type: none"> • "Arriving at an appropriate definition of "host community", and understanding its characteristics, values, goals and concerns, will be an important starting point for assessing and managing potential socio-economic and cultural effects" (IPD at PDF p 1035/1233) • "The NWMO anticipates an active role in implementation for potentially affected communities of interest. Communities likely to be most impacted will vary over time as we move through various stages of implementation" (IPD at PDF p 1009/1233) • "Two communities of interest have been singled out for consideration in this chapter as key participants in any process going forward: the communities which currently host interim storage facilities and the community which would host the new central facility" (IPD at PDF p 1009/1233)
<p>The IPD identifies the Township of Ignace as the host municipality for the Project, but provides no basis for this position.</p> <p>The Township is 35 km away from the Project. As an Ontario Municipality governed by the <i>Municipal Act, 2001</i>, Ignace has no jurisdiction outside of its municipal boundaries (s.19).</p> <p>The only municipality to include the Project site is Kenora District. The IPD provides no explanation why</p>	<ul style="list-style-type: none"> • "... Township of Ignace have entered into Hosting Agreements with the NWMO for the life of the Project" (IPD Summary at PDF p 7/92) <ul style="list-style-type: none"> ○ "Generally, for reference purposes, the broader study area is the Kenora Census Division (CD) which has a population of 66,000 (Statistics Canada 2022a)" (IPD at PDF p 171/1233) ○ "Below, several of the closest communities to the Project site are listed: ○ the community of Borups Corners (approximately 10 km to the northeast) ○ the community of Dyment (approximately 13 km to the northwest) ○ the community of Dinorwic (approximately 28 km to the northwest) ○ the Local Service Board (LSB) of Wabigoon Village (Wabigoon) (approximately 35 km to the northwest)

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<p>Kenora District is not the host community.</p>	<ul style="list-style-type: none"> ○ the Township of Ignace (Ignace) (approximately 35 km to the southeast) ○ the City of Dryden (Dryden) (approximately 40 km to the northwest) ○ the municipality of Sioux Lookout (Sioux Lookout) (approximately 50 km to the north)" <p>(IPD at PDF p 123/1233)</p>
<p>The IPD does not address the full temporal scale of the project.</p> <p>The IPD does not mention one of the most critical features of used nuclear fuel: the duration of its toxicity. The IPD says only that used nuclear fuel remains radioactive for "a very long time."</p> <p>Details on toxicity are found only in Appendix D, not the IPD report.</p> <p>Anishinaabe peoples have lived in Treaty #3 Territory since time immemorial and expect their descendants to continue their relations with the land until the end of time, long after the NWMO and its employees have moved on. While 160 years may seem like a long time to a colonial government, it is short on Anishinaabeg timescales. This is a profound practical and spiritual issue for community members.</p>	<ul style="list-style-type: none"> ● "However, used nuclear fuel remains radioactive for a very long time and therefore requires careful, permanent management to avoid placing a burden on future generations" (IPD at PDF p 6/1233) ● "After approximately one million years, the radioactivity in used fuel approaches that of natural uranium (AECL 1994; NWMO 2003; McMurry et al. 2003)" (Endorsed Study, IPD at PDF p 1101/1233) ● "During a 175-year period, the overall radioactivity of used fuel drops to about one-hundred thousandth of the level it was when removed from the reactors, but still poses a significant long-term hazard" (Endorsed Study, IPD at PDF p 919/1233) ● The Project is expected to span approximately 160 years, including site preparation, construction, operation (about 50 years), decommissioning and closure, and post-closure monitoring" (IPD Summary at PDF p 5) ● "The Project is expected to last over 160 years, including site preparation, construction, operation, decommissioning and closure, and post-closure monitoring" (IPD at PDF p 8/1233) ● "The Project will also remain subject to other federal, provincial, and Wabigoon Lake Ojibway Nation approvals and will be under CNSC licensing for approximately 160 years, ensuring comprehensive oversight across its entire lifecycle" (IPD at PDF p 14/1233) ● "The Project is expected to last over 160 years, including site preparation, construction, operation (about 50 years), closure, and post-closure monitoring. The Project would be Licenced by the CNSC for approximately 160 years, from site preparation through decommissioning and closure" (IPD at PDF p 100/1233) ● "If implemented, the Project would:...eliminate the need for future generations to actively manage used nuclear fuel" (IPD at PDF pp 6-7/1233, 28/1233)
<p>The IPD fails to include all physical activities which are "incidental" to the Project.</p>	<ul style="list-style-type: none"> ● "The Project does not include:...transportation of used fuel from reactor sites to the Project beyond primary and

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<p>This is contrary to the definition of "designated project" in the IAA. The IAA provides no lawful basis to exclude such activities.</p> <p>The most obvious example of this failure concerns the physical activities related to transporting used nuclear fuel to the site.</p> <p>Many of these excluded transportation activities are within Treaty# 3 Territory and may be expected to have adverse effects on these lands and Indigenous peoples.</p> <p>The IPD needs to explain the basis for deciding that activities related to transporting used fuel to the site are "not considered" to be "incidental."</p>	<p>secondary roads at the Project site" (IPD Summary at p vii; see also IPD at PDF p 8/1233)</p> <ul style="list-style-type: none"> • "The transportation of nuclear materials (i.e., used nuclear fuel) and non-nuclear materials within established transportation corridors is not considered and incidental activity to the Project" (IPD at PDF p 77/1233) • "Storage at nuclear reactor sites (Option 2) would, by definition, require implementation in a number of different regions. Similarly, centralized approaches (Options 1, 3 and 4) through their transportation requirements, would involve implementation in more than one region" (IPD at PDF p 905/1233) • "Transportation costs. The incremental transportation costs for Deep Geological Disposal in the Canadian Shield, Adaptive Phased Management, and Centralized Storage (above or below ground) have a similar range, and vary across economic regions by up to about \$1 billion (2002 dollars, not discounted). Incremental transportation costs are greater for economic regions located farther from the majority of the used nuclear fuel, which is in southern Ontario" (IPD at PDF p 924/1233) • "'Acceptance/Confidence' achieved: That sufficient level of safety demonstrated to proceed with transportation, among directly impacted communities of interest" (IPD at PDF p 1032/1233) • "For example, the transportation of used nuclear fuel, away from existing reactor site communities to the chosen central host community could have implications for many communities of interest. Communities currently hosting used nuclear fuel may be impacted by decisions taken with respect to the timing and manner in which the used fuel is transported from their communities. The development of transportation plans concerning mode of transport, routes, security and safety measures, emergency preparedness may have implications for the reactor site communities currently hosting the used fuel, communities along the transportation route, and the central host community selected for the long-term management facility. All will have an interest in assuming active roles in engaging with the NWMO regarding the assessment of potential risks and community impacts, and in ensuring that potential effects are recognized and managed appropriately by the NWMO" (IPD at PDF p 1039/1233)
<p>The IPD does not explain how the existing technical work</p>	<ul style="list-style-type: none"> • "Drawing on more than a decade of geoscientific research, environmental data collection, and safety assessments,

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<p>prepared by NWMO consultants has been subject to regulatory scrutiny.</p> <p>This work needs to be examined as part of the future impact assessment.</p> <p>GCT3 seeks appropriate financial resources to verify the results of this NWMO work.</p> <p>GCT3 also seeks information on how existing NWMO work has incorporated Anishinaabe knowledge and how future work will do so.</p>	<p>the NWMO has confidence in the safety and suitability of the selected site. The impact assessment and initial licence will assess components with the highest potential for measurable effects, informed by lessons learned from other major nuclear and environmental assessments, including projects undertaken by Ontario Power Generation (OPG) and Atomic Energy of Canada Limited (AECL)” (IPD at PDF p 11/1233)</p> <ul style="list-style-type: none"> • “Project activities that could result in environmental interactions include land clearing, blasting and excavation, water management, construction and operation of surface and underground facilities, materials handling, and in-site transportation. For the purposes of the Initial Project Description submission, the NWMO has applied a pathways-of-change screening approach to identify these interactions and to incorporate proven environmental protection measures drawn from comparable projects. Examples include: <ul style="list-style-type: none"> • air quality and dust control: water spraying, material covers, and wheel-washing stations • noise and vibration management: temporary barriers, controlled blasting, and limited work hours • erosion and sediment control: silt fencing, sedimentation ponds, and progressive revegetation • surface water protection: engineered drainage, water collection ponds, and treated effluent release • wildlife and habitat protection: seasonal clearing restrictions and habitat restoration <p>With these measures in place, the likelihood of significant adverse environmental effects is expected to be low.” (IPD at PDF p 11/1233)</p>
<p>The IPD does not specify or commit the future impact assessment to explaining the regional benefits that the Project is purported to achieve, or on what scale each benefit is expected to apply. Further, it does not specify how Indigenous people affected by the project will benefit.</p>	<ul style="list-style-type: none"> • “The project is likely to drive a wide range of benefits for host communities, the region, and Canada as a whole” (IPD Summary at PDF p 38/92)

Appendix 2:

**Preliminary Comments on IPD’s non-compliance with SOR/2019-283
In the limited time provided for preparing a comment to the IPD, the following table sets
out existing GCT3 comments on applicable information requirements
(re Issue #5)**

Reg	Comment	Excerpt or Description of IPD
Sched 1, s 4 (summary of engagement with Indigenous groups)	NWMO takes a very narrow view of its “List of Indigenous groups that may be affected.” Its plan for future engagement excludes the Nation despite the potential regional impacts of the project. Its engagement plan is limited and not properly scoped.	<ul style="list-style-type: none"> • “Based on the NWMO’s engagement to date with WLON, the NWMO understands that WLON will be affected by implementation of the Project. In addition to WLON, the following other Indigenous groups may also be affected: <ul style="list-style-type: none"> ○ Eagle Lake First Nation ○ Lac Seul First Nation ○ Lac des Mille Lacs First Nation ○ Seine River First Nation” (IPD Summary at PDF p 31/92; IPD at PDF p 49/1233) • GCT3 does not have a community profile (see Table 15.1: Community Profiles of First Nations and Metis Communities in IPD at PDF 187/1233)
Sched 1, s 4 (summary of engagement with Indigenous groups)	NWMO provides a summary of engagement with Indigenous peoples, but its summary devotes one sentence to describe over 20 years of relationship-building with and learning more about the Nation and GCT3.	<ul style="list-style-type: none"> • See Table 3.1: Engagement with Indigenous Peoples to Support Site Selection - “First engaged on October 4, 2022, through a relationship agreement (expired at the end of March 2025)” (IPD at PDF p 45/1233) • The only extensive summary of engagement is Appendix B IPD consolidated Engagement Report for WLON (IPD at PDF pp 345-388/1233)
Sched 1, s 4 (summary of engagement with Indigenous groups)	NWMO provides a summary of issues raised by Indigenous peoples, but does not identify who raised these issues. This contradicts NWMO's stated intention to determine the parameters of	<ul style="list-style-type: none"> • There are no community-specific key issues raised other than WLON’s areas of focus at PDF p 47/1233 of the IPD • See Table 3.2: Overarching Themes of Key Issues Raised in Indigenous Engagement (IPD at PDF p 47 /1233)

Appendix: GCT3 Letter to IAAC re NWMO IPD

February 4, 2026 (corrected February 5, 2026)

Reg	Comment	Excerpt or Description of IPD
	engagement on a per-community basis.	
Sched 1, s 5 (studies, plans, and regional assessments)	NWMO does not mention MAI harmonization as a regional assessment tool despite its years of engagement with GCT3 and being provided the MAI toolkit.	<ul style="list-style-type: none"> • “Based on the NWMO’s review of public information sources, there are no regional studies or Regional Assessments conducted for the area in proximity to the Project site. There is one Regional Assessment in progress in the Ring of Fire area, which will be centred on the mineral deposits in northern Ontario, approximately 534 kms northeast of the Project site” (IPD at PDF p 66/1233) • “Proponents are advised to contact the Agency during the preparation of an Initial Project Description for information regarding any regional studies that may be relevant” (IPD at PDF p 749/1233)
Sched 1, s 7 (statement of purpose)	NWMO does not name any potential benefits specifically to Indigenous Peoples despite stating that the Project will be on “behalf of Indigenous Peoples” and sited on Treaty #3 territory.	<ul style="list-style-type: none"> • “In doing so, the Project fulfills Canada’s legislated requirements under the NFWA to implement APM on behalf of Canadians and Indigenous Peoples” (IPD at PDF p 68/1233) • “The Project will generate enduring benefits for host communities, the region, and Canada as a whole. These include: <ul style="list-style-type: none"> ○ permanent and safe containment of used nuclear fuel, ensuring protection of people and the environment ○ support for Canada’s climate action and net-zero objectives by ensuring nuclear energy remains a sustainable and socially responsible energy source ○ long-term employment, training, and business opportunities in northwestern Ontario and across Canada ○ advancement of intergenerational equity by removing the need for future generations to actively manage nuclear waste and reducing long-term environmental risks” <p>(IPD at PDF p 68/1233)</p>

Appendix: GCT3 Letter to IAAC re NWMO IPD
 February 4, 2026 (corrected February 5, 2026)

Reg	Comment	Excerpt or Description of IPD
Sched 1, s 11 (anticipated schedule)	GCT3 seeks greater details on the basis for this estimate	<ul style="list-style-type: none"> The schedule estimates site preparation and construction to start in 2030. See Table 11.1 at PDF p 102/1233 of the IPD
Sched 1, 13 (project location)	The IPD contains no mention of the metes and bounds of Treaty #3 Territory.	<ul style="list-style-type: none"> “The Project site is located in land covered by Treaty #3 signed with the Anishinaabe peoples and within the territory of WLON. The following distances were measured in a straight line from the approximate Project site centroid to the nearest edge of reserve lands. Distances to First Nation reserve lands in the vicinity of the Project site range approximately 21–107 km: <ul style="list-style-type: none"> WLON (approximately 21 km to the northwest) Eagle Lake First Nation (approximately 60 km to the northwest) Lac Seul First Nation (approximately 64 km to the north) Seine River First Nation (approximately 85 km to the south) Lac Des Mille Lacs First Nation (approximately 107 km to the southeast)” (IPD at PDF p 754/1233)
Sched 1, s 14 (physical and biological environment)	The IPD provides no reference to how Anishinaabe knowledge informed NWMO’s understanding of the Project site.	<ul style="list-style-type: none"> “The NWMO has developed an understanding of the Project site based on the collection, evaluation, and modelling of data during site characterization studies that were initiated in 2010. To date these include the following initiatives: <ul style="list-style-type: none"> 2011—Initial Screening Desktop Study (Golder 2011) 2012-2013—Phase I Desktop Preliminary Assessment (Golder 2013) 2014-2016—Initial Phase 2 Preliminary Assessment Field Studies, including high-resolution airborne geophysical surveys (SGL 2015) and geological mapping (SRK and Golder 2015)” (IPD at PDF p 125/1233)

Appendix: GCT3 Letter to IAAC re NWMO IPD

February 4, 2026 (corrected February 5, 2026)

Reg	Comment	Excerpt or Description of IPD
Sched 1, s 14 (physical and biological environment)	This is incomplete.	<ul style="list-style-type: none"> • “Between 2017 and 2023, the site investigations have focused primarily on characterizing the Project site and surrounding area using several methods:...field verification of land use at the borehole sites as part of the borehole program by Anishinaabe peoples of WLON” (IPD at PDF p 125/1233) • “As part of its engagement with the Anishinaabe peoples of WLON and other Indigenous groups described in Section 3.3, the NWMO also plans to work with Knowledge holders and land users, including WLON Anishinaabe trappers, hunters, and harvesters, to support a shared understanding of land and resource use in the Project area. This work will be undertaken in accordance with WLON’s data governance protocols and the Hosting Agreement to ensure Indigenous Knowledge and subject matter expertise meaningfully inform Project planning and implementation” (IPD at PDF p 71/1233) • “The baseline environmental data collection programs initiated in 2020 were designed collaboratively with Anishinaabe peoples of WLON, residents of Ignace and other local community groups and were reviewed by IAAC and members of the federal review team in 2021, to ensure the programs would meet the needs of the regulators” (IPD at PDF p 126/1233)

Appendix: GCT3 Letter to IAAC re NWMO IPD

February 4, 2026 (corrected February 5, 2026)

Reg	Comment	Excerpt or Description of IPD
Sched 1, s 14 (physical and biological environment)	Anishinaabe knowledge did not inform NWMO's collection or assessment of physical and biological baseline data is limited and not properly scoped.	<ul style="list-style-type: none"> • On meteorological environment (IPD at PDF p 128/1233) • On geology and geological hazards (IPD at PDF p 133/1233) • On geochemistry of mined or excavated materials (IPD at PDF p 139/1233) • On topography, soil, and sediment (IPD at PDF p 141/1233) • On atmospheric, acoustic and visual environment (IPD at PDF pp 142-143/1233) • On groundwater and surface (IPD at PDF pp 144, 146-148, 151/1233) • On vegetation, riparian and wetland environment (IPD at PDF p 152-153/1233) • On fish and fish habitat (IPD at PDF p 155/1233) • On birds, migratory birds and their habitat (IPD at PDF p 157/1233) • On terrestrial wildlife and wildlife habitat (IPD at PDF p 161/1233) • On species at risk and their habitat (IPD at PDF p 164/1233) • On climate change (IPD at PDF p 166/1233) • On ambient radioactivity (IPD at PDF p 167/1233) • "Between 2017 and 2023, the site investigations have focused primarily on characterizing the Project site and surrounding area using several methods:... field verification of land use at the borehole sites as part of the borehole program by Anishinaabe peoples of WLON" (IPD at PDF p 125/1233)

Appendix: GCT3 Letter to IAAC re NWMO IPD

February 4, 2026 (corrected February 5, 2026)

Reg	Comment	Excerpt or Description of IPD
<p>Sched 1, s 14 (physical and biological environment)</p>	<p>NWMO’s engagement is limited and not properly scoped.</p>	<ul style="list-style-type: none"> • “Between 2017 and 2023, the site investigations have focused primarily on characterizing the Project site and surrounding area using several methods:…field verification of land use at the borehole sites as part of the borehole program by Anishinaabe peoples of WLON” (IPD at PDF p 125/1233) • “As part of its engagement with the Anishinaabe peoples of WLON and other Indigenous groups described in Section 3.3, the NWMO also plans to work with Knowledge holders and land users, including WLON Anishinaabe trappers, hunters, and harvesters, to support a shared understanding of land and resource use in the Project area. This work will be undertaken in accordance with WLON’s data governance protocols and the Hosting Agreement to ensure Indigenous Knowledge and subject matter expertise meaningfully inform Project planning and implementation” (IPD at PDF p 71/1233) • “The baseline environmental data collection programs initiated in 2020 were designed collaboratively with Anishinaabe peoples of WLON, residents of Ignace and other local community groups and were reviewed by IAAC and members of the federal review team in 2021, to ensure the programs would meet the needs of the regulators” (IPD at PDF p 126/1233)
<p>Sched 1, s 15 (health, social, and economic context)</p>	<p>The IPD fails to include baseline data on the health, social, and economic conditions of Indigenous peoples in Treaty #3 Territory.</p>	<ul style="list-style-type: none"> • “While the current baseline primarily reflects non-Indigenous and municipal communities, the NWMO recognizes that Indigenous data are not yet represented. The NWMO will work collaboratively with potentially affected Indigenous groups through the IA process to ensure that Indigenous social, cultural, economic, and health data are respectfully incorporated into the assessment” (IPD Summary at PDF pp 13/92, 62/92; IPD at PDF p 12/1233)

Appendix: GCT3 Letter to IAAC re NWMO IPD

February 4, 2026 (corrected February 5, 2026)

Reg	Comment	Excerpt or Description of IPD
		<ul style="list-style-type: none"> • “At this time, reporting is limited to Statistics Canada and Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) data, and other publicly available sources. As such, it does not provide a complete representation of the Indigenous identity populations residing within district, municipal, and unincorporated communities, nor does it fully capture the characteristics of on-reserve communities” (IPD at PDF p 171/1233)
<p>Sched 1, s 15 (health, social, and economic context)</p>	<p>The IPD does not explain how NWMO selected the First Nations and Métis communities listed in Table 15.1. Under “Other First Nations and Métis Communities.”</p>	<ul style="list-style-type: none"> • From Table 15.1 (IPD at PDF pp 187-188/1233): <ul style="list-style-type: none"> ○ Host First Nation: WLON ○ Other First Nations and Métis communities: ELFN, Lac Seul First Nation, Wabauskang First Nation, Grassy Narrows First Nation, Naotkamegwaning First Nation (Whitefish Bay First Nation); Lac des Mille Lacs First Nation, Ojibway Nation of Saugeen, Seine River First Nation, Northwestern Ontario Métis Community ○ Vicinity to DGR: 21-145 km
<p>Sched 1, s 15 (health, social, and economic context)</p>	<p>Despite citing GCT3 in describing the profound spiritual and material relationships between the Anishinaabe Nation of Treaty #3 and Treaty #3 Territory, NWMO does not address the health, social, and economic conditions of the Anishinaabe people in Treaty #3 Territory.</p>	<ul style="list-style-type: none"> • “The Anishinaabeg view their relationship with the natural environment as fundamental (Mainville 2007). The Anishinaabeg practices of kiigookewin (fishing), Manitou Gitigaan (Great Spirit’s Garden), kiiiose’win (hunting), and onii’igewin (trapping) speak to the intimate relationship between the Anishinaabeg People and the lands of what is now referred to as northwestern Ontario. The Anishinaabeg traded products such as isinglass, a highly valued product from sturgeon bladders and were traditionally adept at Maanchi chi’ ga’win, managing game, further displaying the deep relationship with and respect for the land and its resources (Grand Council Treaty #3 2011)” (IPD at PDF pp 186-187/1233)

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Reg	Comment	Excerpt or Description of IPD
		<ul style="list-style-type: none"> “In the 19th century, traditional farming practices and the production of foods like corn, potatoes, and other crops were important to their economy and a major source of food for their growing population as well as for fur traders and settlers. The Anishinaabeg traditionally had comprehensive knowledge of the forest and plants for medicinal, practical, and sacred purposes (Grand Council Treaty #3 2011). On October 3, 1873, Treaty #3 was signed via ceremony and signified the beginning of the involvement of the Crown in the lands already occupied by 28 First Nations (Grand Council Treaty #3 2011)” (IPD at PDF p 187/1233)
Sched 1, s 15 (health, social, and economic context)	NWMO provides no explanation for its determination that “the work completed to date” is sufficiently advanced to support an assessment of potential impacts, despite the absence of baseline data on Indigenous peoples.	<ul style="list-style-type: none"> “However, the work completed to date in the NWMO’s Social, Cultural, Economic, and Health Baseline Studies, Preliminary Report, which has been reviewed by the IAAC and Government Review Team, is considered sufficiently advanced to support the screening-level assessment of potential effects presented in Section E of the Initial Project Description” (IPD at PDF p 12/1233)
Sched 1, s 18 (jurisdictions)	The IPD is limited and not properly scoped.	<ul style="list-style-type: none"> No mention of MAI; No mention of Treaty #3 in section 18 of the IPD; No mention of GCT3 in section 18 of the IPD.
Sched 1, ss 19(a), 19(b), 19(c) (effects on fish and fish habitat, aquatic species, and migratory birds)	NWMO findings on adverse effects on fish and aquatic species is undermined by gaps in their environmental baseline data, including absence of Anishinaabe knowledge in informing these baselines.	<ul style="list-style-type: none"> On fish and fish habitat: “These measures are well-established, routinely applied in similar projects, and supported by regulatory oversight, providing a high level of certainty that changes in habitat availability and distribution are not likely to result in a greater than negligible effect on self-sustaining and ecologically effective fish populations and will support the survival and recovery of viable SAR populations and critical habitat in line with

Appendix: GCT3 Letter to IAAC re NWMO IPD

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Reg	Comment	Excerpt or Description of IPD
		<p>recovery objectives” (IPD at PDF p 256/1233);</p> <ul style="list-style-type: none"> • On migratory birds: “These measures are well-established, routinely applied in similar projects, and supported by regulatory oversight, providing a high level of certainty that changes in survival and reproduction are not likely to result in a greater than negligible effect on self-sustaining and ecologically effective migratory bird and SAR bird populations.” (IPD at PDF p 264/1233) • On terrestrial wildlife and wildlife habitat: “These measures are well-established, routinely applied in similar projects, and supported by regulatory oversight, providing a high level of confidence” (IPD at PDF p 265/1233)
<p>Sched 1, ss 19(a), 19(b), 19(c) (effects on fish and fish habitat, aquatic species, and migratory birds)</p>	<p>NWMO does not specify which Anishinaabe or Indigenous knowledge was used in identifying pathways of change.</p>	<ul style="list-style-type: none"> • “A comprehensive list of pathways of change for all environmental or social intermediate and VCs was developed using the following information:… Anishinaabe, Indigenous and Local Knowledge” (IPD at PDF P 229/1233)
<p>Sched 1, ss 19(a), 19(b), 19(c) (effects on fish and fish habitat, aquatic species, and migratory birds)</p>	<p>NWMO plan is limited and not properly scoped to include GCT3.</p>	<ul style="list-style-type: none"> • “The NWMO will work collaboratively with the Anishinaabe peoples of WLON and the Township of Ignace to confirm the suitability of precedent mitigation measures before site preparation begins” (IPD at PDF p 232/1233)

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February 4, 2026 (corrected February 5, 2026)

Reg	Comment	Excerpt or Description of IPD
<p>Sched 1, s 20.2 (interprovincial, boundary, or international waters)</p>	<p>The IPD does not account for potential adverse effects from trucks travelling to the DGR from New Brunswick, Quebec, and southwestern Ontario.</p> <p>Other potential adverse effects from transportation relate to proximity to several of the Great Lakes. NWMO does not address this issue in the IPD, despite acknowledging concerns and resolutions passed by US lawmakers about nuclear pollution in the Great Lakes.</p>	<ul style="list-style-type: none"> • “Non-negligible adverse changes to interprovincial waters or to boundary waters or international waters are not expected to occur as a result of this project” (IPD at PDF p 756/1233) • “The NWMO has engaged various Canadian embassies and consulates as it navigated legislative challenges within the US. Several US lawmakers tabled and passed non-binding resolutions opposing the NWMO’s work in southwestern Ontario, citing concerns over Great Lakes safety” (IPD at PDF pp 59/1233, 60/1233, 63/1233) • From Table 18.3 of the IPD: “For entrances to Highway 17 and potentially for transmission line connection if the transmission line crosses the highway” (IPD at PDF p 217/1233) • Figure 1-1 of the Endorsed Study (IPD at PDF p 775/1233)
<p>Sched 1, s 21 (impacts on Indigenous peoples)</p>	<p>No mention of the Nation's interest in Indigenous physical and cultural heritage, current use of lands and resources for traditional purposes, and structures, sites, or things of significance.</p>	<ul style="list-style-type: none"> • From Table 22.1 of the IPD Summary (at PDF p 81/92): <ul style="list-style-type: none"> ○ On potentially affected Indigenous groups: “Wabigoon Lake Ojibway Nation, Eagle Lake First Nation, Lac Seul First Nation, Lac des Mille Lacs First Nation, Seine River First Nation” (IPD Summary at PDF p 81/92) ○ On valued components: “Components are to be defined by each Indigenous group. The preliminary list here reflects the requirements of Schedule 1, Section 21, of the Information and Management of Time Limit Regulations: <ul style="list-style-type: none"> ○ Indigenous physical and cultural heritage, and structures, sites, or things of significance (e.g., on both reserve and non-reserve lands,

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Reg	Comment	Excerpt or Description of IPD
		<p>spiritual lands, ceremonial sites).</p> <ul style="list-style-type: none"> ○ Current use of lands and resources for traditional purposes (e.g., wild rice, blueberries, moose [plus cumulative effects from forestry and mining], trapping, fish, peat resources, sport fishing, chanterelles, restricted access).” <p>(IPD Summary at PDF p 81/92)</p>
<p>Sched 1, s 21 (impacts on Indigenous peoples)</p>	<p>The IPD is limited and not properly scoped to include GCT3.</p>	<ul style="list-style-type: none"> ● On physical and cultural heritage: “As part of engagement and participation work with the Anishinaabe Peoples of WLON described in Section 3.2, the NWMO also plans to work with WLON Indigenous Knowledge holders and land users, including Anishinaabe trappers, hunters, and harvesters, to support a shared understanding of land and resource use in the Project area” (IPD at PDF p 280/2133).
<p>Sched 1, s 22 (impacts on health, social, or economic conditions of Indigenous peoples)</p>	<p>The IPD does not include baseline data on the health, social, or economic conditions of any Indigenous peoples.</p>	<ul style="list-style-type: none"> ● “While the current baseline primarily reflects non-Indigenous and municipal communities, the NWMO recognizes that Indigenous data are not yet represented. The NWMO will work collaboratively with potentially affected Indigenous groups through the impact assessment process to ensure that Indigenous social, cultural, economic, and health data are respectfully incorporated into the assessment” (IPD at PDF p 12/1233)

Attachment 1

The Anishinaabe Nation in Treaty #3 Manito Aki Inakonigaawin Unofficial Consolidation

Whereas:

Saagima Manito gave to the Anishinaabe duties and responsibilities for their traditional lands; and

By Treaty with Her Majesty, the Anishinaabe Nation in Treaty #3 shared its duties and responsibilities and protected its rights; and

Developments and activities are affecting the environment of Treaty #3 territory and the exercise of rights of the Anishinaabe; and

The Anishinaabe law of respect requires those who may affect the environment of Treaty #3 territory or the exercise of rights of the Anishinaabe to consult with the Nation; and

Lawful means are required to consult with and obtain written consent of the Nation, subject to conditions for conserving the environment within Treaty #3 territory and protecting the exercise of rights of the Anishinaabe; and

The Elders' Gathering in Kay-Nah-Chi-Wah-Nung at Manito Ochiwaan on April 22nd – 23rd, 1997 and on July 31st, 1997, approved this Law and respectfully petitioned the National Assembly to adopt it as a temporal Law of the Nation;

Therefore:

The Nation, with approval of the Elders and validation in traditional ceremony, and with ratification by the National Assembly, proclaims this Law:

Name

1. The name of this Law is Manito Aki Inakonigaawin.

Interpretation

2. In this Law;

“Activity” means any personal course of conduct which has potential to affect the environment within Treaty #3 territory or the exercise of rights of the Anishinaabe;

“The Anishinaabe” means the Anishinaabe in Treaty #3;

“Annual charge” means a regularly payable levy, tax, or other determinable charge in an appropriate amount as a condition of authorization;

“authorization” means the consent in writing of the Nation granted in respect of the effects of a development or activity on the environment in Treaty #3 territory and the exercise of rights of the Anishinaabe, granted pursuant to this Law;

“Authorization form” means a form of authorization approved by the Executive Council;

“Community” means a community of the Anishinaabe, recognized in accordance with the traditional constitution of the Nation;

“Conditions of authorization” means written conditions established in accordance with this Law;

“Consent” means formal agreement on behalf of the Nation in accordance with traditional law;

“Conservation officer” means an officer appointed by resolution of the Executive Council to issue authorizations pursuant to this Law;

“Consult” means undertake a process of communication with the Nation pursuant to this Law and in light of Anishinaabe traditions;

“Designated activity” means an activity which is designated by regulation pursuant to this Law;

“Designated area” means an area within Treaty #3 territory which is designated by regulation pursuant to this Law;

“Development” includes the construction, operation, alteration, and decommissioning of any building, structure or work within Treaty #3 territory, which may affect the environment within Treaty #3 territory or the exercise of rights of the Anishinaabe;

“Environment” means the entire environment of the Anishinaabe as it affects them and the exercise of their rights and responsibilities, and includes the spiritual, social, physical, ecological and economic environment;

“Existing development” means a development which exists when this Law comes into effect, and includes a development which is completed within one year after this Law comes into effect;

“The Grand Council” means Grand Council Treaty #3;

“Lands” includes wetlands, rivers, and lakes;

“The Nation” means the Anishinaabe Nation in Treaty #3;

“Officer” includes a Chief, and any person authorized by the Executive Council;

“Prescribe” means prescribed by regulation;

“Proceeding” includes an environmental approval or other regulatory or licensing process;

“Proponent” means the owner and the operator of a development, and a person physically carrying out a development, and includes a corporate proponent and any officer of a corporate proponent or manager of a business with personal responsibility in respect of a development;

“Rights” means Aboriginal and Treaty rights; and

“Treaty #3 territory” means the traditional lands of the Nation, as recognized and affirmed by Treaty #3.

Responsibility of proponents

3. The proponents of a development have a responsibility to consult with and seek the consent of the Nation in a timely manner.

Responsibility of Grand Council

4. The Grand Council has a responsibility to facilitate the consultation on behalf of the Nation.

Objectives of consultation

5. The Grand Council and the proponents should, through consultation:

- Understand potential effects of the development on the environment in Treaty #3 territory and on the rights of the Anishinaabe;
- Determine conditions of authorization; and
- Seek a mutually beneficial continuing relationship between the proponents and the Anishinaabe.

Consultation about proposed developments

6. The proponents of a proposed development should initiate consultation before preparing engineering or construction plans for the development.

Consultation about existing developments

7. The proponents of an existing development should consult upon written request of the Grand Council or before preparing engineering or construction plans for any alteration or decommissioning.

Traditional consultation

8. Notwithstanding this Law a proponent may consult the Nation in the traditional manner.

Principal proponent

9. If the owner or the operator of a development accepts overall responsibility, the Executive Council may by resolution release other proponents of the development from responsibility to consult in accordance with this Law.

Application and disclosure

10. A proponent should apply in writing for consultation, and the application should disclose the potential effects of the development on the environment in Treaty #3 territory and on the exercise of rights of the Anishinaabe or propose a process for determining these potential effects.

Respect for environment and rights

11. The proponents should ensure that a development is designed, constructed, operated and decommissioned with respect for the environment in Treaty #3 territory and for rights of the Anishinaabe.

Authorization for development

12. The Executive Council may by resolution issue to the proponent an authorization for a development.

13. The resolution should specify, and is subject to, such conditions of authorization as the Executive Council in consultation with the proponents deems may assist in promoting good governance, conserving the environment within Treaty #3 territory and protecting rights of the Anishinaabe.

14. A conservation officer may, by authorization form, issue to the proponents an authorization for a development for a term not greater than 12 months, or may refer the application to the Executive Council.

15. An authorization is subject to conditions of authorization specified in the resolution or authorization form, which grants it.

Effect of authorization

16. A proponent who is granted the consent of the Nation in accordance with this Law and who in good faith abides by conditions of authorization is thereby authorized by the Nation, to the extent of its jurisdiction and interest, to proceed with the development with effects on the environment in Treaty #3 territory and on the exercise of rights of the Anishinaabe, to the extent disclosed.

17. An authorization for a development may be introduced in any proceeding as evidencing the support of the Anishinaabe for the development.

Transfer of authorization

18. An authorization is not freely transferable but, upon written request of a proponent the Executive Council may by resolution and subject to conditions it deems appropriate transfer an authorization to a new proponent.

Consultation process

19. The Executive Council may prescribe a process for consultation with proponents.

Forms of application

20. The Executive Council may prescribe forms of application for consultation pursuant to this Law and specify information which should be disclosed by proponents.

Application and authorization fees

21. An application fee is payable to the Grand Council in respect of cost of handling an application, and an authorization fee is payable to the Grand Council in respect of cost of issuing an authorization.

22. The Executive Council may prescribe the application and authorization fees payable in respect of classes of developments.

23. Subject to section 22, the Executive Council may by resolution establish the application and authorization fees payable in respect of any development.

Annual Charge

24. An authorization for more than 12 months should be made subject to an annual charge in an appropriate amount.

Designated activities and areas

25. The Executive Council may prescribe designated activities and designated areas for the purposes of this Law.

26. A person who intends to engage in a designated activity within a designated area should seek the consent of the Nation.

27. Notwithstanding this Law a person may seek consent in the traditional manner to engage in a designated activity, and an officer of the Grand Council may grant consent accordingly.

Authorization for designated activities

28. A conservation officer may, by authorization form, issue to a person an authorization for a designated activity for a term not greater than 12 months.

29. An authorization for a designated activity is subject to conditions of authorization specified in the authorization form.

30. An authorization fee is payable by a person who engages in a designated activity in Treaty #3 territory in respect of the Grand Council's cost issuing an authorization.

31. The Executive Council may prescribe the authorization fees payable in respect of classes of designated activities.

Form of Authorization

32. Subject to section 29 the Executive Council may prescribe forms for the consent of the Nation in respect of developments or activities.

33. An authorization should specify the person to whom it is issued, the development or activity in respect of which consent is given, the term of the authorization, and the location or area to which it applies.

Moral offenses

34. A proponent who without honest reason fails to respect this Law commits a moral offense against the Nation.

35. a proponent who without honest reason breaches a condition of an authorization issued pursuant to this Law commits a moral offense against the Nation.

No private benefit

36. A person who seeks or offers a private benefit for issuing an authorization commits a moral offense against the Nation.

Complaint alleging an offense

37. A community or First Nation may, with the assent by resolution of the Executive Council, file with the Judicial Council a written complaint about a person alleged to be committing a moral offense under this Law.

Person may make representation

38. Before determining whether to assent to filing a complaint, the Executive Council should consider any written representation which the person may deliver within fifteen days after receiving copy of the complaint.

Publication

39. The Executive Council may after giving notice to the person publish all or part of the conclusion of the Judicial Council at such times, by such means, and in such places it deems appropriate.

Community right

40. For greater certainty, nothing in this Law affects the right of a community to be consulted about and to give or withhold its consent to any development or activity which may affect it.

Alienation of lands

41. For greater certainty, this Law does not authorize the alienation of land or any interest in land.

Date of effect

42. This Law takes effect when adopted.

Considered by the Elders' Gathering in Kay-Nah-Chi-Wah-Nung at Manito Ochiwaan on the 22nd and 23rd days of April, 1997;

Approved by the Elders' Gathering in Kay-Nah-Chi-Wah-Nung at Manito Ochiwaan on the 31st day of July, 1997;

Validated in traditional ceremony at Powwow Island on the 29th day of September, 1997;

**Proclaimed by the National Assembly on the 3rd of October, 1997.
Copyright 1997, Grand Council Treaty #3**



Attachment 2

Grand Council Treaty #3 – Manito Aki Inakonigaawin Project Application Framework

Proponent Information	
Name:	
Mailing Address:	
Contact Person:	
Proponent Type:	
Project Location and Proposed Ecological Footprint: (Can include maps)	
Items attached:	
<input type="checkbox"/> Executive Summary <input type="checkbox"/> Background Information and Rationale for the Project <input type="checkbox"/> Scope and Technical Background of the Project <input type="checkbox"/> Purpose and Objectives of the Project <input type="checkbox"/> Guiding Principles and Values <input type="checkbox"/> Proponent Qualifications (Organizational Governance Structure) <input type="checkbox"/> Proposed Deliverables and Schedule/Timelines <input type="checkbox"/> Proposed Project Budget <input type="checkbox"/> Outline Potential for Cultural, Economic, Environmental and Social Impacts and Benefits <input type="checkbox"/> Potential Mitigations and Monitoring <input type="checkbox"/> Cumulative Impacts <input type="checkbox"/> Potential Areas for Environmental Assessments <input type="checkbox"/> Any Additional Information	
Draft Project Notification:	



Grand Council Treaty #3 – Manito Aki Inakonigaawin Project Application Framework

Proposed Manito Aki Inakonigaawin Consent Process:

Please follow steps to develop a draft consent process. Following submission of the draft, GCT#3 will review and collaborate on the process.

For more information on Manito Aki Inakonigaawin, please visit: www.gct3.ca/land/manito-aki-inakonigaawin/

1. Visioning Phase:

- Drafting engagement questions to be discussed with Treaty #3 communities (Elders, youth, Chiefs, all community members)
- Development of engagement and communication protocols with the Nation in Treaty #3, the Crown and/or proponents

2. Scouting Phase:

- How will the engagement practices and protocols be put into place?
- How will the feedback be recorded and incorporated?

3. Hunter/Gatherer Phase:

- How will everything be put into action?
- Execution of Engagement Plan with revisions as provided from GCT#3

4. Feasting and Celebrating Phase:

- Celebrations and feasts take place upon completion of the project. This respectfully allows the replenishment of natural resources

Additional Notes/Statements:

Signature:

Date: