

INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT

BETWEEN

BIG GRASSY FIRST NATION

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA

June 20, 2023
(date for reference only)

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THIS AGREEMENT made this ____ day of _____, 20__.

**INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT**

BETWEEN:

BIG GRASSY FIRST NATION, as represented by their Chief and Council (hereinafter called the "Big Grassy First Nation" or the "First Nation")

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA, (hereinafter called "Canada") as represented by the Minister of Indigenous Services (hereinafter called the "Minister")

(the "Parties")

WHEREAS Canada and 13 First Nations signed the Framework Agreement on First Nation Land Management (the "Framework Agreement") on February 12, 1996 in relation to the management by those First Nations of their lands, and other First Nations have signed the Framework Agreement after that date;

AND WHEREAS the *Framework Agreement on First Nation Land Management Act* (the "Act") provides that the Framework Agreement has the force of law;

AND WHEREAS the First Nation has been added as a signatory to the Framework Agreement by an adhesion signed by the First Nation on April 25, 2017;

AND WHEREAS the First Nation and Canada wish to provide for the assumption by the First Nation of responsibility for the administration of Big Grassy First Nation Land in accordance with the Framework Agreement and the Act;

AND WHEREAS clause 6.1 of the Framework Agreement requires the First Nation and the Minister to enter into an individual agreement for the purpose of providing for the specifics of the transfer of administration;

AND WHEREAS clause 6.1 of the Framework Agreement further requires that the individual agreement settle the actual level of operational funding to be provided to the First Nation;

NOW THEREFORE, in consideration of the exchange of promises contained in this Agreement and subject to its terms and conditions, the Parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement,

"Act" means the *Framework Agreement on First Nation Land Management Act*, as amended;

"this Agreement" means this Individual Agreement on First Nation Land Management, including the Annexes attached hereto, and any documents incorporated by reference, all as amended from time to time;

"Big Grassy First Nation Land" means the land to which the Land Code will apply and more specifically means the reserves known as Big Grassy River No. 35G, Lake of the Woods No. 35J, and Obabikong No. 35B as described in the Land Description Reports referred to in Annex "G" and includes all the interests in and resources of the land that are within the legislative authority of Parliament;

"Fiscal Year" means Canada's fiscal year as defined in the *Financial Administration Act*, R.S.C. 1985, c. F-11, as amended;

"Framework Agreement" has the same meaning as in the Act;

"Funding Arrangement" means an agreement between Canada and the Big Grassy First Nation, for the purpose of providing funding, during the Fiscal Year(s) identified in that agreement, for the programs and services referred to in that agreement;

"*Indian Act*" means the *Indian Act*, R.S.C. 1985, c. I-5, as amended;

"Land Code" means the Big Grassy First Nation Land Code, developed in accordance with clause 5 of the Framework Agreement;

"Minister" means the Minister of Indigenous Services and his or her representatives;

"Operational Funding" means the resources to be provided by Canada to the Big Grassy First Nation pursuant to clause 30.1 of the Framework Agreement to manage First Nation lands and make, administer and enforce its laws under a land code, and includes financial resources, as described in clause 27 of the Framework Agreement, to establish and maintain environmental assessment and environmental protection regimes;

"Operational Funding Formula" means the method approved by Canada for allocating to First Nations such Operational Funding as may have been appropriated by Parliament for that purpose.

- 1.2 Unless the context otherwise requires, words and expressions defined in the Framework Agreement, the Act or the *Indian Act* have the same meanings when used in this Agreement.
- 1.3 This Agreement is to be interpreted in a manner that is consistent with the Framework Agreement and the Act.
- 1.4 In the event of any inconsistency or conflict between the wording in any Article set out in the main body of this Agreement and the wording in any Annex attached hereto, the wording set out in the Article shall prevail.

2. INFORMATION PROVIDED BY CANADA

- 2.1 The Minister has, to the best of the Minister's knowledge, provided the First Nation with the information required by clause 6.3 of the Framework Agreement, namely:
- (a) a list, attached as Annex "C", and copies, or access to copies, of all the interests and licences granted by Canada in or in relation to the Big Grassy First Nation Land that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register;
 - (b) a list, attached as Annex "D", and copies of all existing information in Canada's possession, respecting any actual or potential environmental problems with the Big Grassy First Nation Land; and
 - (c) a list, attached as Annex "E", and copies of any other information in Canada's possession that materially affects the interests and licences mentioned in clause 2.1(a).
- 2.2 The First Nation has, in writing, acknowledged receipt of all the information provided to it by the Minister.

3. TRANSFER OF LAND ADMINISTRATION

- 3.1 The Parties acknowledge that, as of the date the Land Code comes into force, the First Nation shall have the power to manage the Big Grassy First Nation Land in accordance with clause 12 of the Framework Agreement.
- 3.2 As provided in section 8 of the Act, all of the rights and obligations of Canada as grantor in respect of the interests and licences in or in relation to Big Grassy First Nation Land that exist on the coming into force of the Land Code shall be transferred to the First Nation on the coming into force of the Land Code.
- 3.3 As of the date the Land Code comes into force, the First Nation shall be responsible for, among other responsibilities identified in this Agreement and the Framework Agreement, the following:

- (a) the collection of all rents and other amounts owing, payable or accruing pursuant to any instrument granting an interest or a licence in or in relation to Big Grassy First Nation Land; and
- (b) the exercise of any power and authorities, and performance of any covenants, terms and conditions, under the instruments referred to in paragraph (a) which, but for the transfer, would have been Canada's responsibility.

3.4 The Parties acknowledge that the transfer of administration referred to in this Agreement is subject to clauses 3.1 and 3.2 of the Framework Agreement, which addresses the applicability of the *Indian Oil and Gas Act*.

4. ACCEPTANCE OF TRANSFER OF LAND ADMINISTRATION

4.1 The First Nation hereby accepts the transfer of land administration described in Article 3 of this Agreement, including, without limitation, the transfer of all the rights and obligations of Canada as grantor of the interests and licences referred to in clause 3.2 of this Agreement.

4.2 As of the date the Land Code comes into force, and in accordance with the Framework Agreement:

- (a) the land management provisions of the *Indian Act*, as listed in clause 21 of the Framework Agreement cease to apply and Canada retains no powers and obligations in relation to Big Grassy First Nation Land under these provisions; and
- (b) the First Nation shall commence administering Big Grassy First Nation Land pursuant to its Land Code.

5. OPERATIONAL FUNDING

5.1 In accordance with clause 30.1 of the Framework Agreement, and subject to appropriation by Parliament and the approval of the Treasury Board of Canada, Canada shall provide Operational Funding to the Big Grassy First Nation as indicated in Annex "A" in accordance with the Operational Funding Formula as amended from time to time.

5.2 The Operational Funding referred to in clause 5.1 will be incorporated by the Parties into the Big Grassy First Nation's Funding Arrangement in effect in the year in which the payment is to be made. For greater certainty, payment of Operational Funding will be subject to the terms and conditions of the Funding Arrangement into which it is incorporated.

6. TRANSFER OF MONEYS

- 6.1 Following the date that the Land Code comes into force, Canada shall transfer the revenue and capital moneys referred to in clause 12.8 of the Framework Agreement to the First Nation in accordance with the provisions set out in Annex "B".
- 6.2 Revenue and capital moneys transferred pursuant to clause 6.1 shall be deposited in the First Nation's account at such financial institution as the First Nation may direct by notice in writing.

7. NOTICE TO THIRD PARTIES OF TRANSFER OF ADMINISTRATION

- 7.1 Immediately following approval of the Land Code and this Agreement by the members of the First Nation, the First Nation shall give written notice (the "Notice of Transfer of Administration"), by registered mail, to each holder of an interest or a licence in or in relation to Big Grassy First Nation Land that is listed or referred to in Annex "C".
- 7.2 The Notice of Transfer of Administration shall state that:
- (a) the administration of Big Grassy First Nation Land and Canada's rights in Big Grassy First Nation Land, other than title, will be transferred to the First Nation effective the date the Land Code comes into force;
 - (b) the holder of the interest or licence shall pay to the First Nation, all amounts owing, payable or due under the interest or licence on or after that date; and
 - (c) as of that date, the First Nation shall be responsible for the exercise of the powers and authorities, and the performance of any covenants, terms and conditions, under that instrument which, but for the transfer of administration, would have been Canada's responsibility.
- 7.3 The Big Grassy First Nation shall deliver to Canada a copy of every Notice of Transfer of Administration and a copy of every acknowledgement of receipt of the Notice of Transfer of Administration received by the First Nation within 30 days of the issuance or receipt of the same.
- 7.4 The Notice obligations set out in this Article do not apply in respect of a holder of an interest or licence who is a member of the First Nation.

8. INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

- 8.1 As of the date the Land Code comes into force, the environmental assessment process set out in Annex "F" shall apply to projects on Big Grassy First Nation Land until the First Nation's environmental assessment process is developed.

9. AMENDMENTS

- 9.1 This Agreement may be amended by agreement of the Parties.
- 9.2 Any amendment to this Agreement shall be in writing and executed by the duly authorized representatives of the Parties.

10. NOTICES BETWEEN THE PARTIES

- 10.1 Any notice or other official communication under this Agreement between the Parties shall be in writing addressed to the Party for whom it is intended.
- 10.2 The notice referred to in clause 10.1 shall be effective using any one of the following methods and shall be deemed to have been given as at the date specified for each method:
- (a) by personal delivery, on the date upon which notice is delivered;
 - (b) by registered mail or courier, the date upon which receipt of the notice is acknowledged by the other party; or
 - (c) by facsimile or electronic mail, the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed or deemed.
- 10.3 The addresses of the Parties for the purpose of any notice or other official communication are:

Canada:

Director, Lands and Economic Development
Indigenous Services Canada Sector
Ontario Region
655 Bay Street, 3rd Floor
Toronto, Ontario M5G 2K4

Big Grassy First Nation

Band Manager
Box 414
Morson, Ontario
P0W 1J0



11. DISPUTE RESOLUTION

- 11.1 For greater certainty, any dispute arising from the implementation, application or administration of this Agreement may be resolved in accordance with the Dispute Resolution provisions set out in Part IX of the Framework Agreement.

12. DATE OF COMING INTO FORCE

- 12.1 The Parties acknowledge that the members of the First Nation have voted to approve the Land Code and this Agreement in accordance with the Framework Agreement.
- 12.2 This Agreement shall be effective as of the date on which the last of the Parties signs this Agreement.
- 12.3 The Parties acknowledge that the signing of this Agreement alone does not bring the Land Code into force, and that the First Nation is not an operational First Nation under First Nation Land Management until the Land Code comes into force in accordance with the provisions of the Land Code and the Framework Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the First Nation have signed this Agreement on behalf of the First Nation on _____, 20____, and the Minister of Indigenous Services has signed this Agreement on behalf of His Majesty the King in right of Canada, on _____, 20____.

His Majesty the King in right of
Canada, as represented by the
Minister of Indigenous Services

Big Grassy First Nation

Chief

Minister of Indigenous Services

Councillor

Councillor

Councillor

Councillor

Councillor

ANNEX "A"

FUNDING PROVIDED BY CANADA

- (a) The amount of Operational Funding by Fiscal Year is shown in the table below. The amount shall be prorated based on the number of months from the date the Land Code comes into force to the end of the Fiscal Year, and the First Nation shall be paid the prorated amount for that year. Transitional Funding will be provided for the year the Land Code comes into force and for the subsequent Fiscal Year, as shown in the table below.
- (b) Operational Funding will increase 1% annually over the term of the Memorandum of Understanding which ends March 31, 2023.
- (c) Subject to appropriation by Parliament and the approval of the Treasury Board of Canada, Operational Funding for Fiscal Years after March 31, 2023, will be calculated and provided in accordance with the Operational Funding Formula as amended from time to time.

OPERATIONAL FUNDING	
2023-2024 Fiscal Year	\$ 283,313 (This amount shall be prorated in accordance with paragraph (a) above) and \$ 75,000 - One time Transitional Funding per 1 st & 2 nd Fiscal Year
Subsequent Fiscal Year(s)	Subject to paragraph (c) above, Operational Funding will be calculated and paid each Fiscal Year based on the Operational Funding Formula as amended from time to time.

ANNEX "B"

DETAILS FOR THE TRANSFER OF MONEYS

1. As of the 20th day of June, 2023, Canada is holding \$76,776.24 of revenue moneys and \$60,176.70 of capital moneys for the use and benefit of the First Nation or its members. This amount is included for information purposes only and is subject to change.
2. **Initial Transfer.** Within thirty (30) days of the Land Code coming into force, Canada shall transfer to the First Nation all revenue and capital moneys collected, received or held by Canada for the use and benefit of the First Nation or its members.
3. **Subsequent Transfers.** Following an initial transfer of moneys, Canada shall, on a semi-annual basis, transfer to the First Nation all revenue and capital moneys that are subsequently collected or received by Canada for the use and benefit of the First Nation or its members. The first such subsequent transfer shall be made in the month of April or October, whichever month comes first after the month of the initial transfer.

ANNEX "C"

LIST OF INTERESTS AND LICENCES GRANTED BY CANADA

All interests and licences granted by Canada in or in relation to the Big Grassy First Nation Land that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register are listed in reports that are available for review at the Big Grassy First Nation Health Centre located at 509 Beach Road, Big Grassy First Nation.

Reserve General Abstract Reports for:

Big Grassy River Reserve No 35G – (06226)
Lake of the Woods Reserve No 35J – (06227)
Obabikong Reserve No 35B – (06229)

Lawful Possessors Report for:

Big Grassy River Reserve No 35G – (06226)

The above reports identify all interests or licences granted by Canada that are registered in the Indian Lands Registry System (ILRS).

ANNEX "D"

LIST OF ALL EXISTING INFORMATION IN CANADA'S POSSESSION RESPECTING ANY ACTUAL OR POTENTIAL ENVIRONMENTAL PROBLEMS WITH THE BIG GRASSY FIRST NATION LANDS

1. Executive Summary, Environmental Site Assessment (ESA) Phase 1 prepared by Golder Associates Ltd dated June 2020.

The complete Phase I Environmental Site Assessment (ESA) is available for review at the Big Grassy First Nation Health Centre located at 509 Beach Road, Big Grassy First Nation.



FINAL REPORT

Phase I Environmental Site Assessment

*Big Grassy Reserve #35G, Lake of the Woods Reserve #35J
and Obabikong Reserve #35B, Ontario*

Submitted to:

Big Grassy First Nation

Attention: Glenn Archie, Coordinator, FLLM

Submitted by:

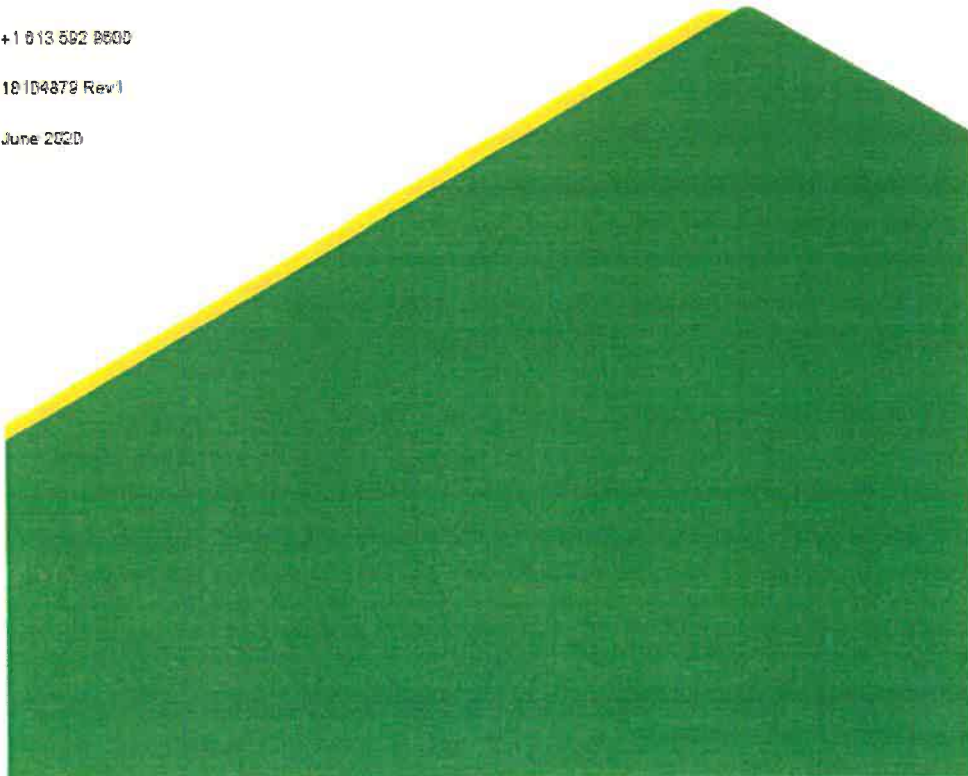
Golder Associates Ltd.

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June 2020



Distribution List

Attention: Glenn Archie
BGFN First Nations Land Management Coordinator)
P.O. Box 414
Morson, Ontario
P0W 1J0

Attention: Urmas Madisso
Environment Officer Indigenous and Northern Affairs Canada
108 Henry Street Unit 6A
Brantford, Ontario
N3S 5C9

Attention: Christine Laino
Sr. First Nation Lands Management Officer
Sudbury Business Centre
40 Elm Street, Suite 200 Rainbow Centre – 2nd Floor
Sudbury, Ontario
P3C 1S8

Executive Summary

Golder Associates Ltd. (Golder) was retained by the Big Grassy First Nation ("the client") to conduct a Phase I Environmental Site Assessment ("Phase I ESA") of the property located approximately 140 km west of Fort Frances, Ontario and 40 km north on Ontario Highway 821 ("Hwy 821"), Big Grassy Reserve #35G, Lake of the Woods Reserve #35J, and Obabikong Reserve #35B, Ontario (the "Site(s)"). The location, surroundings, and layout of the Site(s) are shown in Figure 1A, 2 and 3 – Site Plan(s).

It is understood that the Government of Canada and Big Grassy First Nation are to enter into an individual agreement, in accordance with section 8 of the Framework Agreement on First Nations Land Management (Framework Agreement), to outline the specifics of transfer of administration between the Government of Canada and the First Nation. As part of this process, a Phase I ESA is required to be completed for the Site prior to transfer of management of the First Nation's lands and resources from the Government of Canada (Indigenous Services Canada) to the First Nation as a means of identifying environmental liabilities.

The primary objective of the Phase I ESA was to identify, insofar as possible based on readily available information and a limited intrusive investigation, former or current practices at the Site that may represent issues of actual or potential environmental concern.

For the purposes of this Phase I ESA, the assessment areas included properties within Big Grassy Reserve #35G, Lake of the Woods Reserve #35J, and Obabikong Reserve #35B.

Based on the information obtained as part of this Phase I ESA, the following 10 areas of potential environmental concern (APECs) were identified on the Big Grassy Reserve #35G. The table below provided details of the APECs, recommendations to address each APEC including contaminants of concern and the media potentially impacted as well as the cost estimate for the recommended next steps. Site Plans for each APEC are provided in Figures 1B through 1K.

Site Number on Figure 1A	Site	Area of Potential Environmental Concern	Contamination (Potential or Actual), Contaminants of Concern (COCs) and Media Potentially Impacted	Follow Up	Estimated Cost for Follow up
1	Former Fire Hall	Historic fuel oil spill and remediation.	<p>Potential Contamination: No recorded groundwater verification sampling occurred after the cleanup in 2008. Sampling the available wells to compare against current standards is recommended.</p> <p>COCs: PHCs and BTEX</p> <p>Media: Soil and Groundwater</p>	<p>Residual groundwater impacts were not confirmed and could remain.</p> <p>Option A: Inspection and groundwater sampling from each of the five wells identified during the 2018 Site visit is recommended.</p> <p>This assumes that access will be granted by the well owners, and that the wells are in good condition.</p> <p>Option B: Should the existing wells not be usable; it is recommended that up to three boreholes with monitoring wells be installed and sampled.</p>	<p>Option A: \$5,000 (existing wells only)</p> <p>OR</p> <p>Option B: \$30,000 (installing new wells)</p>
2	Former Band Office (burned down)	A fire in 2009 and a historic AST.	<p>Potential Contamination: burn waste and former fuel storage.</p> <p>COCs: PHCs, BTEX (AST), metals and PAHs (fire debris)</p> <p>Media: Soil (groundwater to be added as a media of concern if shallow soil impacts are identified)</p>	<p>Approximately 12 shallow soil samples should be completed in the footprint of the former building. Three samples should also be taken in the area of the former AST. If sampling show impacts indicative of deeper issue, a supplemental investigation may be required.</p>	<p>\$15,000 (excludes supplemental investigations)</p>

Site Number on Figure 1A	Site	Area of Potential Environmental Concern	Contamination (Potential or Actual), Contaminants of Concern (COCs) and Media Potentially Impacted	Follow Up	Estimated Cost for Follow up
3	Current Zig's Place Gas Bar	Active AST (10 years old) and abandoned UST at surface on-site	Potential Contamination COCs: PHCs and BTEX Media: Soil and Groundwater	Phase II ESA, removal of abandoned UST. Phase II ESA should include up to five boreholes with monitoring wells around the active AST, pumps, distribution lines and the former location of the UST that was present beneath the former building. The fuel AST should be replaced or brought into compliance with the federal regulation Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (SOR-2008-197) to prevent future leakages and spills.	\$30,000 (excludes removal of UST)
4	Anishnabe Way Unofficial Dumping and Fill Site	Historical dump site.	Potential Contamination: potential for localized shallow soil impacts based on confirmed presence of dump. COCs: Metals, VOCs, PHCs, BTEX and PAHs Media: Soil	Removal of the surface waste, and approximately 18 shallow soil samples within the waste footprint is recommended. Additional soil samples should be taken from any fill piles on-site.	\$15,000 (excludes waste removal and any possible future investigations)

Site Number on Figure 1A	Site	Area of Potential Environmental Concern	Contamination (Potential or Actual), Contaminants of Concern (COCs) and Media Potentially Impacted	Follow Up	Estimated Cost for Follow up
5	Pegamigaabo School	AST (10 years old) located on-site.	Confirmed Contamination: identified exceedances PHC F2 & F3 in the stained soil at in front of the AST. Delineated to less than 0.5 metres depth. COCs: PHCs and BTEX Media: Soil	A Phase II ESA including shallow soil step out sampling and contaminated soil removal. AST should be removed if no longer in use or be registered and brought into compliance with the federal regulation Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (SOR-2006-197) to prevent future leakages and spills.	\$20,000 (does not include AST upgrades)
6	Inactive diesel AST at 832 ON-821	AST (>20 years old) located on-site.	Potential Contamination: suspected based on poor condition of the tank and PHC odour. COCs: PHCs and BTEX Media: Soil and Groundwater	AST should be decommissioned and removed. If evidence of leakage (i.e., stained soils or odours) is observed at the time of the removal, step out soil sampling beneath/around the AST should be undertaken at that time and any impacted soil removed.	\$10,000 (does not include AST removal)

Site Number on Figure 1A	Site	Area of Potential Environmental Concern	Contamination (Potential or Actual), Contaminants of Concern (COCs) and Media Potentially Impacted	Follow Up	Estimated Cost for Follow up
7	Former Four Feathers Gas Bar at Tobacco Road and ON-821	Former Gasoline service station with accompanying former ASTs and USTs and use of antifreeze in wood stove.	Potential Contamination – based on abandoned condition of site and lack of information regarding the removal of USTs and reported use of significant amount of antifreeze. COCs: PHCs, BTEX and glycol Media: Soil and Groundwater	Phase II ESA, removal of any USTs. Phase II ESA should include up to seven boreholes with monitoring wells around the UST/ASTs, pumps, distribution lines and area of wood stove.	\$35,000 (excludes UST removal)
8	Former School (current recreation centre) and surface water at former band office.	Historic TCE contamination. Elevated TCE in drinking water sourced from surface water at the former band office and in a drilled well at the school property.	Potential Contamination: based on the age of the data and uncertainty around the source of the TCE. COCs: VOCs Media: Groundwater	Given the absence of a TCE source, it is more likely that this elevated TCE concentrations were the result of laboratory error or improper field data collection and may not have actually been present. Therefore, it is recommended that the potable water be sampled at the two locations (school and surface water source at the former band office) for volatile organic compounds to confirm the presence/absence of elevated TCE.	\$5,000

Site Number on Figure 1A	Site	Area of Potential Environmental Concern	Contamination (Potential or Actual), Contaminants of Concern (COCs) and Media Potentially Impacted	Follow Up	Estimated Cost for Follow up
9	Former Tobacco Road Dump Site	Historical dump site	<p>Potential Contamination: suspected based on confirmed presence of dump.</p> <p>COCs: Metals, VOCs, PHCs, BTEX, PAHs and PCBs</p> <p>Media: Soil and Groundwater</p>	<p>As the area appears to have been unofficially capped and naturalized, a Phase II ESA is recommended. Four to six boreholes with monitoring wells should be installed in and around the former waste footprint.</p> <p>Additionally, any surface waste in the area should be removed and "No Dumping" signage added to the area.</p>	\$35,000
10	Current Tobacco Road Dump Site	Current dump site	<p>Potential Contamination – suspected based on confirmed presence of dump.</p> <p>COCs: Metals, VOCs, PHCs, BTEX, PAHs and PCBs</p> <p>Media: Soil and Groundwater</p>	<p>Groundwater monitoring program consisting of 4-6 monitoring wells to evaluate groundwater quality at, up and down gradient of the landfill. Groundwater monitoring well locations, maintenance and management should be consulted on with the First Nation.</p>	\$35,000

The above table outlines the ballpark costs for completing each of the proposed follow up investigations individually, at a total cost of \$210,000 to \$220,000. If these investigations are completed concurrently, they could result in saving because of the reduced mobilization/demobilization and coordination costs. These estimates do not include the removal of ASTs or USTs or bringing active tanks into compliance. Excluding soil and groundwater contamination the approximate cost for each activity: AST removal approximately \$5,000 to \$10,000, and UST removal approximately \$20,000 to \$30,000.

It is noted that the analytical results from the reports provided to Golder are 15 to 20 years old, and conditions at the Site may have changed over this time period.

In the cases where fuel storage tanks are present it is recommended that abandoned tanks be removed, and non-compliant tanks be brought up to code. Confirmatory soil sampling is recommended where evidence of leakage is observed following removal.

In the cases where potential for the special attention items (SAI) as outlined in Section 8.0, are suspected to exist, a designated substance survey is recommended; however, these surveys are commonly not components of a Phase II ESA. These Special Attention Items are not considered to represent issues of potential environmental concern provided they are managed in accordance with applicable environmental, health, and safety legislation. In the event that one of the buildings containing potential SAI is to be renovated or demolished, there is the potential for disturbance of these materials and a survey of hazardous materials should be completed prior to any renovation or demolition activities.

ANNEX “E”

LIST OF OTHER INFORMATION PROVIDED BY CANADA THAT MATERIALLY AFFECTS INTERESTS AND LICENCES

- Not applicable

ANNEX "F"

INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

The Framework Agreement specifies that the First Nation and the Minister will address in the Individual Agreement how to conduct environmental assessments on First Nation land on an interim basis until the First Nation's environmental assessment process is developed. This Annex describes that interim environmental assessment process.

The interim process is intended to be broadly consistent with requirements of the federal environmental assessment process but without imposing requirements that are only appropriate to federal organizations and departments.

- 1) The First Nation shall carry out an environmental assessment in circumstances where federal environmental assessment legislation would likely require Canada to carry out an environmental assessment for a project on federal lands.
- 2) When the First Nation must conduct an environmental assessment of a proposed project, the First Nation shall ensure that the environmental assessment is carried out in the early planning stages of the project, before the First Nation makes an irrevocable decision that would allow the project to proceed (i.e. approve, regulate, fund or undertake the project). The environmental assessment shall be conducted at the expense of the First Nation or proponent of the project.
- 3) The First Nation shall not approve, regulate, fund, or undertake the project unless the First Nation has determined that:
 - a. the project is unlikely to cause any significant adverse environmental effects; or
 - b. that those effects are justifiable under the circumstances,taking into consideration:
 - the results of a required environmental assessment;
 - any economically and technically feasible mitigation measures identified as necessary during the assessment; and
 - any public comments received during the assessment.
- 4) If the First Nation approves, regulates, funds, or undertakes the project, the First Nation shall conduct project monitoring, review implementation of approved mitigation measures, and follow-up programs as the First Nation considers necessary.
- 5) If a project on First Nation land is also subject to a federal or provincial

environmental assessment process, the First Nation must make its own determination in accordance with Section 3 above, but may:

- a. agree with the Province, Canada, or both on a harmonized environmental assessment process appropriate to that project, taking into account the Framework Agreement's principle that the First Nation's environmental assessment process be used where a federal environmental assessment is required; or
- b. use the environmental assessment completed by the Province, Canada, or both, in substitution for undertaking a First Nation-led environmental assessment process.

ANNEX "G"

DESCRIPTION OF BIG GRASSY FIRST NATION LAND

The following land descriptions, prepared by Kenton H. Campbell, OLS, CLS, of Natural Resources Canada, is available for review at the Big Grassy First Nation Health Centre located at 509 Beach Road, Big Grassy First Nation:

- Big Grassy River Reserve No 35G – (06226) – CLSR FB44298
- Lake of the Woods Reserve No 35J – (06227) – CLSR FB44299
- Obabikong Reserve No 35B – (06229) – CLSR FB44300