

INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT

BETWEEN

WAHNAPITAE FIRST NATION

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA

June 13, 2024
(date for reference purposes)

TABLE OF CONTENTS

1. INTERPRETATION.....	3
2. INFORMATION PROVIDED BY CANADA	4
3. TRANSFER OF LAND ADMINISTRATION	4
4. ACCEPTANCE OF TRANSFER OF LAND ADMINISTRATION	5
5. OPERATIONAL FUNDING	5
6. TRANSFER OF MONEYS	6
7. NOTICE TO THIRD PARTIES OF TRANSFER OF ADMINISTRATION.....	6
8. INTERIM ENVIRONMENTAL ASSESSMENT PROCESS.....	6
9. AMENDMENTS.....	7
10. NOTICES BETWEEN THE PARTIES	7
11. DISPUTE RESOLUTION	7
12. DATE OF COMING INTO FORCE.....	8
SIGNATURE BLOCK.....	9
ANNEX "A" - FUNDING PROVIDED BY CANADA	10
ANNEX "B" - DETAILS FOR THE TRANSFER OF MONEYS.....	11
ANNEX "C" - LIST OF INTERESTS AND LICENCES GRANTED BY CANADA.....	12
ANNEX "D" - LIST OF ALL EXISTING INFORMATION IN CANADA'S POSSESSION RESPECTING ANY ACTUAL OR POTENTIAL ENVIRONMENTAL PROBLEMS WITH THE FIRST NATION LANDS	13
ANNEX "E" - LIST OF OTHER MATERIAL INFORMATION PROVIDED BY CANADA THAT MATERIALLY AFFECTS INTERESTS AND LICENCES	22
ANNEX "F" - INTERIM ENVIRONMENTAL ASSESSMENT PROCESS.....	23
ANNEX "G" - DESCRIPTION OF WAHNAPIITAE FIRST NATION LAND	25

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

**INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT**

BETWEEN:

WAHNAPITAE FIRST NATION, as represented by their Chief and Council (hereinafter called the "Wahnapitae 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 June 15, 2021;

AND WHEREAS the First Nation and Canada wish to provide for the assumption by the First Nation of responsibility for the administration of Wahnapitae 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;

"Wahnapitae First Nation Land" means the land to which the Land Code will apply and more specifically means the reserve known as Wahnapitae Reserve No. 11 as described in the Land Description Report 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 Wahnapitae 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 Wahnapitae 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 Wahnapitae 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 Wahnapiatae 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 Wahnapiatae 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 Wahnapiatae 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 Wahnapiatae 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 Wahnapiatae 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 Wahnapiatae First Nation Land under these provisions; and
 - (b) the First Nation shall commence administering Wahnapiatae 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 Wahnapiatae 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 Wahnapiatae 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 Wahnapiatae 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 Wahnapiatae First Nation Land and Canada's rights in Wahnapiatae 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 Wahnapiatae 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 Wahnapiatae 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, Environment and Economic Development
Indigenous Services Canada
Ontario Region
655 Bay Street, Suite 700
TORONTO ON M5G 2K4

Wahnapitae First Nation
Band Administrator
259 Taighwenini Trail Road
CAPREOL ON P0M 1H0

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.

DRAFT

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, Wahnapitae First Nation
represented by the
Minister of Indigenous Services

Minister of Indigenous Services

Chief

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 2% annually over the term of the Memorandum of Understanding which ends March 31, 2028.
- (c) Subject to appropriation by Parliament and the approval of the Treasury Board of Canada, Operational Funding for Fiscal Years after March 31, 2028 will be calculated and provided in accordance with the Operational Funding Formula as amended from time to time.

OPERATIONAL FUNDING	
2024-2025 Fiscal Year	\$348,744 (This amount shall be prorated in accordance with paragraph (a) above) and \$100,000 - One time Transitional Funding per 1 st Fiscal Year
2025-2026 Fiscal Year	\$355,718 and \$100,000 - One time Transitional Funding per 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 13th day of June, 2024, Canada is holding \$315,738.75 of revenue moneys and \$60,373.71 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 Wahnapiatae 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 Wahnapiatae First Nation Land Management Office located at 259 Taighwenini Trail Road, Capreol, Ontario P0M 1H0:

Reserve General Abstract Report for: Wahnapiatae Reserve No. 11 (06171)

Lawful Possessors Report for: Wahnapiatae Reserve No. 11 (06171)

Lease or Permits Report for: Wahnapiatae Reserve No. 11 (06171)

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 WAHNAPITAE FIRST NATION LANDS

Executive Summary, Environmental Site Assessment (ESA) Phase I, prepared by Englobe Corp. (Englobe), dated December 21, 2023.

The complete Phase I Environmental Site Assessment (ESA) is available for review at the Wahnapiatae First Nation Land Management Office located at 259 Taighwenini Trail Road, Capreol, Ontario P0M 1H0.

DRAFT

Phase I Environmental
Site Assessment
Wahnapiitae First Nation,
Ontario

Wahnapiitae First Nation
259 Taighwenini Trail Road
Capreol, Ontario P0M 1H0

FINAL REPORT
December 21, 2023
02209215.000



Prepared for: Wahnapiitae First Nation

Prepared by:



Jeanette McIntyre, EP
Senior Project Manager
Environment, Ontario North and East

Reviewed by:



Emily Lemieux
Senior Project Manager
Environment, Ontario North and East

Approved by:



Brian Grant, P.Eng.
Senior Environmental Engineer
Environment, Ontario North and East

Executive Summary

Englobe Corp. (Englobe) was retained by Wahnapiatae First Nation (hereinafter referred to as the "Client" or "WFN") to complete a Phase I Environmental Site Assessment (ESA) for the WFN reserve lands (Wahnapiatae 11) located along the northwest shore of Lake Wanapitei, 11 kilometers (km) northeast of the Town of Capreol, Ontario. For the purpose of this report, 'the Site', 'the reserve lands' or 'the WFN reserve lands' mean the area of land shown below:



Figure 1: Outline of "the Site" or "the reserve lands"

According to the Canadian Standards Association (CSA) document, Z768-01 (Reaffirmed 2022) Phase I Environmental Site Assessment:

The purpose of a Phase I ESA is to identify actual and potential site contamination. Such identification involves the evaluation and reporting of existing information collected through records review, site visit and interviews.

This Phase I ESA was prepared for WFN and Indigenous Services Canada (ISC) with the purposes to assess and summarize the environmental condition of the reserve lands of the First Nation prior to transfer of administrative management of the First Nation's lands and resources from the Government of Canada to the First Nation in accordance with the *Framework Agreement*.¹

Based on the Phase I ESA records review, interview and visual observations during the Site reconnaissance, as described in this report, areas of potentially environmental concern (APEC) were identified at the Site as described in the following table, and shown on figures A1-A6 in Appendix A.

¹ Section 6 of the Framework Agreement on First Nations Land Management (*Framework Agreement*).

Table A: Areas of Potential Environmental Concern

APEC #	Lot # ¹⁾	Likelihood		Potential Impacted Media (Soil, GW or SW)	Contaminant(s) of Potential Concern (COPCs)	Description of Contamination or Risk (High/Medium/Low)	Recommendation
		Potential	Actual				
APEC 1	66, 67 Public Works Garage and Fire Hall / Former Landfill (current ballfield)	✓		Soil, GW	VOCs, PHCs, PAHs, Metals and other inorganic Impacts, Chloride, Sodium Adsorption Ratio (SAR) and Electric Conductivity (EC)	The potentially contaminating activities at APEC 1 include the presence of the Public Works Garage (maintenance operation, PCA 1) which include handling of petroleum products in maintenance operation and excess water discharge from the run-off pit; Public Garage (exterior spills, PCA 2), such as leaks from parked equipment and vehicles to surficial soil in driveway/parking; Public Works/Fire Hall Fuel Storage (Diesel ASTs, PCA 4 and 10); the former salt storage at the Public Works yard (PCA 3) and the former landfilling area where the current ball field is located (PCA 6). . The risk of contamination is considered to present a medium environmental concern due to the maintenance operation, fuel dispensing over a gravel surface, and the former landfilling activities.	Phase II ESA
APEC 2	² Hiawatha's Gas Bar	✓	✓	Soil, GW, SED	Volatile Organic Compounds (VOCs), PHCs, PAHs, PFAS	The potentially contaminating activities at APEC 2 include the operating gas bar (Hiawatha's, formerly Rocky's) (PCA 7 and 8) and the historical fire at the gas bar (PCA 9) The risk of contamination is considered to present a medium to high environmental concern due to current and past storing and handling of petroleum products at the gas bar. The risk of contamination from the historic fire is considered to present a low environmental risk due to documented clean-up efforts and results of 2016 Phase II ESA.	Phase II ESA
APEC 3 and 4	Dreamcatcher Fireworks	✓		Soil	VOCs, PHCs, PAHs	The potentially contaminating activities at APEC 3 and 4 are the fuel storage tanks	Phase II ESA

APEC #	Lot # ¹⁾	Likelihood		Potential Impacted Media (Soil, GW or SW)	Contaminant(s) of Potential Concern (COPCs)	Description of Contamination or Risk (High/Medium/Low)	Recommendation
		Potential	Actual				
						for the generator (PCA 11) and vehicle fuelling (PCA 12). The risk of contamination is considered low due to short duration of operation at the location.	
APEC 5	71 Pair-O-Dice Campground	✓		Soil	PHCs, PAHs	A heating oil AST is located at Pair-o-Dice campground (PCA 13). The risk of contamination at APEC 5 is considered low as AST was observed in good condition with no staining or obvious odours noted.	Phase II ESA.
APEC 6	72 Roq-Parq Campground	✓		Soil	PHCs, PAHs	Two heating oil ASTs are located at a camp lot (no. 73) at Roq-Parq campground (PCA 14). Fill pipes are removed and as such no longer in use. Considered medium risk of contamination as the ASTs were likely previously used for heating and noted to be emptied with obvious tank surface corrosion.	Phase II ESA
APEC 7	NA Stump Dump	✓		GW	PAHs, Metals, inorganics, tannins, lignins	The presence of a stump-dump (PCA 15), which is considered low risk of contamination as no obvious evidence of waste other than natural wood and yard waste was observed during the Site visits.	Phase II ESA
APEC 8	N/A Former Aggregate Pit	✓		Soil	Metals	Former Aggregate Pit shooting practice (PCA 20). Considered a medium risk for contamination due to the potential presence of lead bullets.	Phase II ESA

¹⁾ LOT number provided by mapping from WFN dated 2021.

In addition to best management practices (BMPs) included for select PCAs also mentioned in table A above, the following PCAs were identified that were not considered to be associated with an APEC or AEC to be investigated further through a Phase II ESA:

- Public Works heating oil AST (PCA# 5)
- Current Landfill Operation (PCA# 16)
- Post Creek DS (Hydro One Distribution Station, PCA# 17)
- Pole-mounted transformers (PCA# 19)

The following recommendations for BMPs should be considered:

Table B: Recommendations for Best Management Practices

Lot # ¹⁾	Description of Contamination or Risk (High/Medium/Low)	BMP Recommendation
67 Public Works Garage/ Fire Hall	Presence of diesel AST(s) (PCA 4 and 10, APEC 1). The risk of contamination is considered to present a medium environmental concern due to the fuel dispensing over a gravel surface. The risk of contamination from storage of petroleum products within the public works garage is considered a low environmental concern as the concrete floor is in good condition with no major cracking, and a spill containment is present where larger amounts are stored.	Consider upgrading the AST(s) to include spill containment. It is recommended that fuel tanks that are not currently registered with Environment Canada (EC) be registered in accordance with the Federal Identification Registry for Storage Tank Systems. Consider a review of the spill containment volume and type to determine the volume would be effective in containing the total volume of products stored above it.
2 Hiawatha's Gas Bar	The potentially contaminating activities at APEC 2 include the operating gas bar (Hiawatha's, formerly Rocky's) (PCA 7 and 8). The risk of contamination is considered to present a medium to high environmental concern due to current and past storing and handling of petroleum products at the gas bar.	Address remaining deficiencies from 2021 OFNTSC inspection. <i>It should be noted that the gas bar is currently being upgraded (June 2023). It was noted that the existing ASTs were being upgraded and an additional AST installed. The vehicle dispensing pump and gas bar structure will reportedly be re-located closer to the ASTs, and the boat dispensing pump at the dock will be replaced.</i>
NA Dreamcatcher Fireworks	The potentially contaminating activities at Dreamcatcher Fire Works are the fuel storage tanks for the generator (PCA 11) and vehicle fuelling (PCA 12). The risk of contamination is considered low due to short duration of operation at the location.	Consider upgrading the AST(s) to include spill containment. It is recommended that fuel tanks that are not currently registered with Environment Canada (EC) be registered in accordance with the Federal Identification Registry for Storage Tank Systems.
71 Pair-O-Dice Fireworks	A heating oil AST is located at Pair-o-Dice campground (PCA 13, APEC 5). The risk of contamination is considered low as AST was observed in good condition with no staining or obvious odours noted.	Consider upgrading the AST(s) to include spill containment. It is recommended that fuel tanks that are not currently registered with EC be registered in accordance with the Federal Identification Registry for Storage Tank Systems.
72 Roq-Parq Campground	Two heating oil ASTs are located at a camp lot (no. 73) at Roq-Parq campground (PCA 14, APEC 6). Considered medium risk of contamination as the ASTs were likely previously used for heating and noted to be emptied with obvious tank surface corrosion.	Remove the ASTs as they are no longer in use

Lot # ¹⁾	Description of Contamination or Risk (High/Medium/Low)	BMP Recommendation
76 Post Creek DS	Presence of oil-filled equipment at the Post Creek Distribution Station (PCA17). Risk of contamination is considered low as it is expected to be regularly maintained by the owner (Hydro One) and that any spill would be available in MOE SAC records.	Consider consultation with Hydro One to: 1) Confirm maintenance records for potential spills with Hydro One. 2) If spill(s) confirmed by Hydro One, which have not been addressed or investigated, proceed with Phase II ESA.
NA Pole/pad-mounted Transformers	The presence of pole-mounted transformers throughout the community (as well as one pad-mounted) (PCA 19) Considered negligible, since if a release of transformer oil were to occur, the volume would be limited, and impacts would be localized due to limited mobility of transformer oil.	Additional work not warranted at this time. Should damage to a transformer occur and a leak result in surface soil staining - limited cleanup of stained soils should be completed.
NA Active Landfill	The presence of the landfill (PCA 16), including the landfilling of domestic waste as well as the handling of recyclables and liquid wastes on the landfill site is considered a medium environmental contamination risk.	Debris cleanup, improved housekeeping and storage of hazardous materials, regular cover of active trench. Review of existing monitoring reports, development of sampling plan to verify landfill attenuation performance. Benchmarking attenuation performance and landfill operations as per Ontario landfill standards (Guideline B-7, O.Reg. 347) is recommended.
NA Aggregate Pit	The presence of a portable diesel AST at the entrance to the current aggregate (PCA 10). The risk of contamination is considered low due to portable nature of the tank.	Consider upgrading to portable tanks with spill containment. It was noted that this AST had been relocated to the Public Works & Fire Hall in June 2023.

During the Phase I ESA, items were reviewed, documented, and included in this report that are not considered PCAs in terms of 'environmental contamination' described in the section above. Such items are those that have been specifically brought to Englobe's attention by the WFN representative(s) and/or community members (during consultation meeting). The items include:

- Whistle Mine 1999 spill/effluent discharge (PCA 18)
- Sewage and Grey Water Handling:
 - Campground grey water and/or sewage handling
 - Septic systems being in close proximity to drinking water wells
 - Creater's Choice indoor hydroponic grow operation spent water
- Grease bins:
 - Hiawatha's Restaurant
 - White Birch Creamery
- Exploration drilling:
 - near WFN boundaries (i.e., water discharge from deep drilling, spills related to equipment, waste handling)
- Shoreline erosion (OPG dam)
- Water Supply and Monitoring Wells

Further recommendations in regard to these items are provided in section 6.5 of the report.

To reduce the uncertainty associated with whether any of the identified PCAs that were carried forward as APECs have impacted the Site, it is recommended that a Phase II ESA be completed. A work plan and class C cost estimate will be provided under separate cover.

It should be noted that the visual observations were limited by snow cover in some areas, as outlined in section 5.

ANNEX “E”

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

- Not Applicable

DRAFT

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 WAHNAPIITAE FIRST NATION LAND

The following Land Description, prepared by Benson Agi, CLS, of Natural Resources Canada under First Nation Land Management, is available for review online at Canada Lands Surveys Records, and at the Wahnapiitae First Nation Land Management Office located at 259 Taighwenini Trail Road, Capreol, Ontario P0M 1H0:

- Wahnapiitae Reserve No. 11 (06171) – Canada Lands Survey Record FB44362.

DRAFT