

INDIVIDUAL AGREEMENT  
ON  
FIRST NATION LAND MANAGEMENT

*BETWEEN*

**HIAWATHA FIRST NATION**

*AND*

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

**January 7, 2021**  
**(date for reference purposes)**

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**THIS AGREEMENT** made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**INDIVIDUAL AGREEMENT  
ON  
FIRST NATION LAND MANAGEMENT**

**BETWEEN:**

**HIAWATHA FIRST NATION**, as represented by their Chief and Council (hereinafter called the "Hiawatha First Nation" or the "First Nation")

**AND**

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

(the "Parties")

**WHEREAS** the Framework Agreement on First Nation Land Management was signed by Canada and fourteen First Nations in 1996 (the "Framework Agreement") and was ratified and brought into effect by the *First Nations Land Management Act*, S.C. 1999, c. 24 (the "Act");

**AND WHEREAS** the First Nation has been added as a signatory to the Framework Agreement by an admission signed by the First Nation on April 24, 2017 and Canada on November 20, 2017;

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

**AND WHEREAS** clause 6.1 of the Framework Agreement and subsection 6(3) of the Act require the First Nation to enter into an individual agreement with the Minister for the purpose of providing for the specifics of the transfer of administration;

**AND WHEREAS** subsection 6(3) of the Act further requires that the individual agreement provide for the date and other terms of the transfer to the First Nation of Canada's rights and obligations as grantor of interests and licences in or in relation to the land, the environmental assessment process that will apply to projects until the enactment of applicable First Nation laws, and any other relevant matter;

**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 *First Nations Land Management Act*, S.C. 1999, c.24, 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;

"Hiawatha First Nation Land" means the land to which the Land Code will apply and more specifically means the reserve known as Hiawatha First Nation Reserve 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 Hiawatha First Nation, or between Canada and a Tribal Council of which the First Nation is a member, 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 Hiawatha First Nation Land Code, developed in accordance with clause 5 of the Framework Agreement and section 6 of the Act;

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

"Operational Funding" means the resources to be provided by Canada to the Hiawatha 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 Hiawatha 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 Hiawatha 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 Hiawatha First Nation Land in accordance with section 18 of the Act and clause 12 of the Framework Agreement.
- 3.2 As provided in subsection 16(3) 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 Hiawatha 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, the Framework Agreement and the Act, 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 Hiawatha 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 section 39 of the Act, 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 and section 18 of the Act:
- (a) the land management provisions of the *Indian Act*, as listed in clause 21 of the Framework Agreement and section 38 of the Act, cease to apply and Canada retains no powers and obligations in relation to Hiawatha First Nation Land under these provisions; and
  - (b) the First Nation shall commence administering Hiawatha 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 Hiawatha 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 Hiawatha 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 section 19 of the Act and 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 Hiawatha 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 Hiawatha First Nation Land and Canada's rights in Hiawatha 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 Hiawatha 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 Hiawatha First Nation Land until the coming into force of First Nation laws enacted in relation to that subject.

## **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  
Ontario Region  
655 Bay Street, 3<sup>rd</sup> Floor  
Toronto, Ontario M5G 2K4

Facsimile: (416) 954-4328



Hiawatha First Nation:

Hiawatha First Nation  
Band Manager  
123 Paudash Street  
Hiawatha, Ontario  
K9J 0E6

Facsimile: (705) 295-4424

**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 and the Act.

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, the Framework Agreement and the Act.

**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 Canada has signed this Agreement on behalf of Her Majesty the Queen in right of Canada, on \_\_\_\_\_, 20\_\_\_\_.

Her Majesty the Queen in right of  
Canada, as represented by the  
Minister of Indigenous Services  
Canada

Hiawatha First Nation

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Minister of Indigenous Services  
Canada

\_\_\_\_\_  
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.
- (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	
2021-2022 Fiscal Year	<b>\$280,508</b> (This amount shall be prorated in accordance with paragraph (a) above) and <b>\$75,000</b> – One time Transitional Funding per 1 <sup>st</sup> Fiscal Year
2022-2023 Fiscal Year	<b>\$283,313</b> and <b>\$75,000</b> – One time Transitional Funding per 2 <sup>nd</sup> 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 30 day of December, 2020, Canada is holding \$247,332.78 of revenue moneys and \$12,870.15 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 Hiawatha 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 Hiawatha First Nation Land Management Office located at 123 Paudash Street, Hiawatha, Ontario:

**Reserve General Abstract Report for:  
Hiawatha First Nation Reserve (06215)**

**Lawful Possessors Report for:  
Hiawatha First Nation Reserve (06215)**

**Lease or Permits Report for:  
Hiawatha First Nation Reserve (06215)**

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 HIAWATHA FIRST NATION LANDS**

1. Executive Summary - Phase I Environmental Site Assessment (ESA) dated December 2019 prepared by Neegan Burnside.

The complete Phase I Environmental Site Assessment (ESA) is available for review at the Hiawatha First Nation Land Management Office located at 123 Paudash Street, Hiawatha, Ontario.



**NEEGAN BURNSIDE**

## **Phase I Environmental Site Assessment**

### **Hiawatha First Nation**

**NeeGAN Burnside Ltd.  
15 Townline  
Orangeville ON L9W 3R4 CANADA**

**December 2019  
300042907.0000**

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0	Yes	Yes	Indigenous Services Canada

**Neegan Burnside Ltd.**

**Report Prepared By:**

Chase Beck, B.Sc., G.I.T.  
Environmental Scientist

**Report Prepared By:**

Kathleen Langstaff, B.Sc., P.Geo., QP<sub>ESA</sub>  
Geoscientist



## Executive Summary

Neegan Burnside Ltd., (Neegan Burnside) was retained by Hiawatha First Nation to complete a Phase I Environmental Site Assessment (ESA) to determine the environmental condition of the First Nation's lands (the "Site") prior to implementation of a First Nation Land Code under the *First Nations Land Management Act*.

The Site (Hiawatha Reserve No. 36) covers an area of 868 hectares (2,145 acres) and is located on the north shore of Rice Lake east of the Otonabee River, in Otonabee Township, approximately 30 km south of Peterborough.

The Site includes approximately 78 hectares (192 acres) of Addition to Reserve lands situated on the east side of Hiawatha Line.

The Phase I ESA was completed in accordance with the requirements of CSA document Z768-01. The scope of work included a records review, interviews and Site visits to determine the existence of actual contamination and potential contamination.

A screening sampling program was conducted to evaluate surface water conditions and soil quality for potential contaminants of concern. All of the concentrations of the parameters tested are within the applicable land use guidelines.

For due diligence, flooring samples were collected from two of the older buildings in the community and tested for asbestos. Both floor samples contained asbestos.

The findings of the Phase I ESA are as follows:

- Potential contamination may exist in the vicinity of aboveground storage tanks (ASTs) and underground storage tanks (USTs) where diesel fuel and gasoline are stored and dispensed at the Old Railroad Stop (3 USTs and 1 AST), the Public Works yard (2 ASTs) and Serpent Mounds Maintenance yard (1 AST). Potential contamination may exist at locations where waste oil is stored in drums at the Public Works yard and the Serpent Mounds Maintenance yard.
- In 2008, 25 L of fuel oil leaked from an AST onto the ground at 17 Lakeshore Road. The house is close to the shoreline. Static water level of the well is 2.7 m (9 feet) below ground surface. The proximity of the spill to the lake is a potential concern.
- Discarded waste items such as metal paint cans, building materials, plastic jugs, buckets, yard waste and household garbage were found at three locations along Herkimer Point Road.
- Scrap metal and household waste were found dumped at the North Gravel Pit (Quarry #2) between Hiawatha Line and Drummond Line (Lot 9, Concession 10).

- Water supply wells at 180 Paudash Street, 367 Hiawatha Line, 397 Hiawatha Line, 434 Hiawatha Line, 515 Hiawatha Line and 819 Hiawatha Line are no longer being used. Inactive wells are a potential pathway for contaminants to reach groundwater.
- Wells that are damaged or in poor condition (9 Cowe Street and 11 Cowe Street) are considered to be a potential environmental concern as they provide a potential pathway for contamination to reach the groundwater table.
- The water well at 23 Paudash Street is within 3 m and downgradient from fuel storage, which could be a potential source of contamination to the well water.
- The dividing wall inside the septic tank at 55 Paudash Street was reported to be damaged and not functioning properly. A damaged or malfunctioning septic system is a potential environmental concern as groundwater and surface water could become contaminated if waste effluent is not managed properly. The septic tank should be inspected for damage, then repaired or replaced to function properly.
- The distance between the well and sewage holding tank at 151 Paudash Street is less than 15 m, therefore does not meet the required clearance distance (15 m). The close proximity of the septic bed to the well is a potential concern as waste effluent could potentially impact groundwater quality. Residents do not drink the well water.
- The septic tank at 180 Paudash Street was reported to be damaged between the chambers. A damaged or malfunctioning septic system is a potential environmental concern as groundwater and surface water could become contaminated if waste effluent is not properly managed. The interior of the septic tank should be inspected for damage, and either properly repaired or replaced in order to function properly.
- Asbestos containing materials were identified in the following buildings:
  - (a) Church (120 Paudash Street) - Testing confirmed floor tiles in rear staircase contain asbestos (2% Chrysotile). The floor tiles are in fair condition, non-friable, with low potential to release airborne material while left in place on the floor.
  - (b) Shower Building at Serpent Mounds - Testing confirmed flooring contains asbestos (15% Chrysotile). Flooring is in fair to poor condition, non-friable, with low potential to release airborne material while left in place on the floor.
- There were no significant environmental concerns associated with the ATR lands. Land use of the ATR lands is Agricultural Land Use and Parkland Land Use. Land adjacent to the ATR lands is Residential Land Use (west, south and north of ATR), Commercial Land Use (north of ATR), Agricultural Land Use (west of ATR), and Parkland Land Use (north, south, east and west of ATR).

Considering the environmental risks of potential contamination from bulk fuel storage, waste oil storage, fuel handling, and fuel dispensing, further investigation to assess soil and groundwater quality is warranted for environmental due diligence at the Old Railway Stop gas station, Public Works yard, and Serpent Mounds Maintenance Shop yard.

**Recommendations to address the findings of the Phase I ESA are as follows:****A. Potential Contamination**

- Phase II ESAs are recommended to assess soil and groundwater quality at locations with bulk fuel storage, fuel handling, and dispensing (Old Railroad Stop gas station, Public Works yard, and Maintenance Shop yard).
- Shallow soil sampling is recommended to assess soil quality at 17 Lakeshore Road where fuel oil leaked from an AST in 2008, as house is close to the lake.
- Containers of waste oil at the Serpent Mounds Maintenance Shop yard and Public Works yard should be removed and disposed of at licensed waste facility.

**B. Water Wells**

- Efforts to maintain drinking water wells and track usage of wells should continue;
- Periodic sampling of drinking water wells is recommended to monitor E. coli.
- Damaged wells should be inspected and if possible, repaired.
- Permanently damaged wells and inactive wells should be decommissioned and properly abandoned (plugged and sealed) in accordance with Reg. 903.

**C. Septic Systems**

- Examine and repair/replace any damaged septic systems or septic systems suspected of malfunctioning.
- Continue efforts to maintain septic systems and to track functional problems.

**D. Discarded Waste Items**

- Waste items that have been discarded beside Herkimer Point Road and at the North Gravel Pit should be removed and disposed of at a licensed waste facility.

**E. Asbestos**

- Flooring material containing asbestos was identified in two community buildings, therefore, a Designated Substances Survey (DSS) is recommended to evaluate all of the community buildings and facilities at Hiawatha First Nation.
- An Asbestos Management Plan (AMP) should be prepared for the church and shower building. An Asbestos Management Plan is required for planning renovations and/or demolition of buildings with asbestos-containing materials.

**F. Potential Species at Risk**

- Two provincially significant wetlands were identified on the Site. Community members reported sightings of Blanding's Turtles at and near wetlands adjacent to Hiawatha Line. Four migratory birds were identified using the NHIC database.
- A Species at Risk (SAR) Assessment of Hiawatha First Nation is recommended in order to plan future land use, new development, and any type of construction work or testing that could potentially disturb SAR and/or SAR habitats.

Potential environmental concerns and recommendations are listed in the following table.

**Potential Environmental Concerns and Recommendations**

Item	Location	Potential Concerns	Recommendations
APEC-1	Old Railroad Stop 341 Hiawatha Line	<ul style="list-style-type: none"> <li>• Three 25,000 L USTs</li> <li>• One 78,000 L AST</li> <li>• Storing and dispensing fuel since 2002</li> <li>• Potential contamination from spills and leaks</li> </ul>	<ul style="list-style-type: none"> <li>• Recommend Phase II ESA, 6 boreholes and install 3 groundwater wells to assess soil and groundwater quality at the Old Railroad Stop gas station.</li> <li>• Purpose - Environmental due diligence.</li> </ul>
APEC-2	Public Works Yard 117 Sopers Lane	<ul style="list-style-type: none"> <li>• Two active diesel ASTs with capacities of 1,135 L and 1,360 L</li> <li>• One inactive AST (2,200 L)</li> <li>• Waste oil stored in drum, no waste GEN records</li> <li>• Potential contamination from fuel spills, oil spills and leaks from containers (ASTs, waste oil drum)</li> </ul>	<ul style="list-style-type: none"> <li>• Inactive AST should be removed and disposed of at a licensed waste facility</li> <li>• Drum with waste oil should be removed and disposed of at a licensed waste facility.</li> <li>• Recommend Phase II ESA, 6 boreholes and install 3 groundwater wells to assess soil and groundwater quality by two active diesel ASTs and container of waste oil.</li> <li>• Purpose - Environmental due diligence.</li> </ul>
APEC-3	Serpent Mounds Park Maintenance Shop 221 Serpent Mounds Road	<ul style="list-style-type: none"> <li>• An active AST (1135 L) and an inactive AST (1360 L)</li> <li>• Waste oil stored in pails inside shed</li> <li>• Old metal drums noted outside by fence in 2003 report are still there</li> <li>• Potential contamination from fuel spills, oil spills and leaks from containers (AST, drums and pails)</li> </ul>	<ul style="list-style-type: none"> <li>• Inactive AST should be removed and disposed of at a licensed waste facility</li> <li>• Containers of waste oil should be removed and disposed of at a licensed waste facility.</li> <li>• Recommend Phase II ESA, 6 boreholes and install 3 groundwater wells to assess soil and groundwater quality near the AST, the former UST and containers of waste oil.</li> <li>• Purpose - Environmental due diligence.</li> </ul>
APEC-4	17 Lakeshore Road	<ul style="list-style-type: none"> <li>• Potential soil contamination from 25 L of fuel oil that leaked from a residential AST onto ground in 2008. House is situated close to the shoreline. Static water level is 2.7 m bgs.</li> </ul>	<ul style="list-style-type: none"> <li>• Recommend shallow soil sampling using a hand auger to assess soil quality at spill location for potential fuel oil contamination.</li> <li>• Purpose - Environmental due diligence.</li> </ul>
APEC-5	Fuel Storage Tanks LaForté Construction 119 Kents Bay Road	<ul style="list-style-type: none"> <li>• Sand Pit (Quarry #1) on south side of Kents Bay Rd.</li> <li>• Several fuel storage tanks.</li> <li>• Multiple vehicles and construction equipment.</li> </ul>	<ul style="list-style-type: none"> <li>• ASTs should be assessed to confirm compliance.</li> <li>• Recommend shallow soil sampling using a hand auger to assess soil quality in the vicinity of ASTs and stained areas</li> <li>• Purpose - Environmental due diligence.</li> </ul>
Action-1	Unlicensed Waste Sites	<ul style="list-style-type: none"> <li>• Three waste sites (A, B, C) were identified beside Herkimer Point Road.</li> </ul>	<ul style="list-style-type: none"> <li>• Waste items that have been dumped beside Herkimer Point Road should be removed and transported to a licensed waste facility.</li> </ul>
Action-2	Unlicensed Waste Site	<ul style="list-style-type: none"> <li>• Waste discarded at North Gravel Pit (Quarry #2)</li> </ul>	<ul style="list-style-type: none"> <li>• Waste items discarded at the North Gravel Pit should be removed and transported to a licensed waste facility.</li> </ul>
Action-3	Inactive and Damaged Wells	<ul style="list-style-type: none"> <li>• Deteriorating/inactive water wells were identified at various locations at the Site.</li> </ul>	<ul style="list-style-type: none"> <li>• Inactive or damaged water wells should be decommissioned, sealed and abandoned as per Reg. 603 requirements</li> <li>• Continue efforts to maintain drinking water wells and track usage of the wells.</li> </ul>
Action-4	Malfunctioning/Damaged Septic Systems	<ul style="list-style-type: none"> <li>• Malfunctioning/damaged septic systems were identified at various locations at the Site.</li> </ul>	<ul style="list-style-type: none"> <li>• Examine and repair/replace any damaged septic systems or septic systems suspected of malfunctioning.</li> <li>• Continue efforts to maintain septic systems and to track functional problems.</li> </ul>
Task-1	Residential Fuel Storage Tanks	<ul style="list-style-type: none"> <li>• Several homes are heated with fuel oil, stored in ASTs inside or outside. Fuel oil is delivered to indoor ASTs through an exterior fill pipe.</li> <li>• Potential contamination is associated with fuel delivery spills and leaking tanks.</li> </ul>	<ul style="list-style-type: none"> <li>• An inventory of all residential fuel oil storage tanks is recommended, in order to monitor the condition and use of fuel oil tanks in the community. There were no significant concerns relating to residential fuel oil tanks.</li> </ul>
Task-2	Asbestos and Designated Substances	<ul style="list-style-type: none"> <li>• Asbestos containing floor tiles were identified at the church and Serpent Mounds shower building</li> </ul>	<ul style="list-style-type: none"> <li>• Prepare an Asbestos Management Plan for the church and shower building.</li> <li>• A Designated Substance Survey (DSS) of all community buildings is recommended.</li> </ul>
Task-3	Hiawatha First Nation	<ul style="list-style-type: none"> <li>• Potential Species at Risk and potential habitat for SAR at Hiawatha First Nation</li> </ul>	<ul style="list-style-type: none"> <li>• Species at Risk Assessment is recommended in order to plan future land use, development, and construction work or testing that could potentially disturb SAR, and SAR habitat.</li> </ul>

**APEC:** Area of Potential Environmental Concern where one or more contaminants are potentially present.

**Action:** Recommendation includes recommended action to address potential environmental concerns.

**Task:** Recommendation for preparation of an inventory list or a document relating to potential environmental concerns.

**ANNEX "E"**

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

- Not Applicable

## ANNEX "F"

### INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

- (1) In this Annex,
  - (a) "CEAA (1992)" means the *Canadian Environmental Assessment Act, S.C. 1992, c. 37* [repealed, 2012, c. 19, s. 66], as it read immediately prior to its repeal;
  - (b) "CEAA 2012" means the *Canadian Environmental Assessment Act, 2012, S.C. 2012, c. 19, s. 52*, as amended from time to time.
- (2) This Annex sets out the environmental assessment process that will apply to projects on Hiawatha First Nation Land until the enactment and coming into force of First Nation Laws on that subject.
- (3) The First Nation shall conduct an assessment process in respect of every project on Hiawatha First Nation Land consistent with:
  - (a) CEAA (1992); or
  - (b) CEAA 2012.
- (4) Notwithstanding clause (3), the First Nation is not required to conduct an additional environmental assessment if the First Nation decides to adopt an environmental assessment that Canada conducts in respect of that project.
- (5) If the First Nation elects to use a process consistent with CEAA (1992), the following applies:
  - (a) When the First Nation is considering the approval, regulation, funding or undertaking of a project on Hiawatha First Nation Land that is not described in the exclusion list as defined in CEAA (1992), the Council of the First Nation shall ensure that an environmental assessment of the project is carried out in accordance with a process that is consistent with that of CEAA (1992). Such assessment shall be carried out as early as practicable in the planning stages of the project before an irrevocable decision is made.
  - (b) The First Nation shall not approve, regulate, fund, or undertake the project unless the Council has concluded, taking into consideration the results of the environmental assessment, any economically and technically feasible mitigation measures identified as necessary during the assessment, and any public comments received during the assessment, that the project is unlikely to cause any significant adverse environmental effects or that any such effects are justifiable under the circumstances.

- (c) If the First Nation approves, regulates, funds, or undertakes the project, the First Nation shall ensure that all mitigation measures referred to paragraph (b) above are implemented at its expense or it is satisfied that another person or body will ensure their implementation. The Council shall also consider whether a follow-up program, as defined in CEAA (1992), is appropriate in the circumstances and if so, shall design a follow-up program and ensure its implementation.
- (6) If the First Nation elects to use a process that is consistent with CEAA 2012, the following applies unless it is inconsistent with any amendments made to CEAA 2012 in the future or any legislation that replaces CEAA 2012:
- (a) If the project is a “designated project” as defined in CEAA 2012, the First Nation shall conduct an environmental assessment of that project in accordance with a process that is consistent with that of CEAA 2012.
- (b) If the project is a “project” as defined in section 66 of CEAA 2012, the First Nation shall not carry out the project on Hiawatha First Nation Land, or exercise any power or perform any duty or function conferred on it under the Land Code or a First Nation law that would permit the project to be carried out, in whole or in part, on Hiawatha First Nation Land, unless the Council of the First Nation determines that the carrying out of the project
- (i) is not likely to cause significant adverse environmental effects as defined in CEAA 2012; or
  - (ii) is likely to cause significant adverse environmental effects and the Council decides that those effects are justified in the circumstances.
- (7) All processes shall be conducted at the expense of the First Nation or of the proponent of the project.
- (8) The provisions in this Annex are without prejudice to any environmental assessment process that the First Nation may develop in accordance with the Act and the Framework Agreement for incorporation in First Nation laws respecting environmental assessment.

## **ANNEX "G"**

### **DESCRIPTION OF HIAWATHA FIRST NATION LAND**

The following Land Description, prepared by Kenton Campbell, OLS, CLS, of Natural Resources Canada, is available for review at the Hiawatha First Nation Land Management Office located at 123 Paudash Street, Hiawatha, Ontario:

- *Hiawatha First Nation Reserve (06215) – Canada Lands Survey Record FB43299*