

**INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT**



BETWEEN

FISHER RIVER CREE NATION

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

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GCDOCS # 77001466

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THIS AGREEMENT made in duplicate this 14 day of December, 2020

INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT

BETWEEN:

FISHER RIVER CREE NATION, as represented by their Chief and Council (hereinafter called the "FISHER RIVER CREE" Nation or the "First Nation")

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, (hereinafter called "Canada") as represented by the Minister of Indian Affairs and Northern Development and the Minister of Indigenous Services (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 adhesion signed by the First Nation and Canada on December 12, 2013;

AND WHEREAS the First Nation and Canada wish to provide for the assumption by the First Nation of responsibility for the administration of Fisher River Cree 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

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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;

"Fisher River Cree Nation Land" means the land to which the Land Code will apply and more specifically means the reserves known as IR 44 and IR 44A as described in the Land Description Report(s) referred to in Annex "G" and includes all the interests in and resources of the land that are within the legislative authority of Parliament, but does not include the Excluded Land;

"Excluded Land" means land excluded from the application of the Land Code pursuant to 7 and 7.1 of the Act, the description of which is set out in Land Description Report(s) referred to in Annex "G";

"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 Fisher River Cree 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 Fisher River Cree Nation Land Code, developed in accordance with clause 5 of the Framework Agreement and section 6 of the Act;



"Minister" means either the Minister of Indian Affairs and Northern Development or the Minister of Indigenous Services, or both, as the case may be, and his or her duly authorized representatives;

"Operational Funding" means the resources to be provided by Canada to the Fisher River Cree 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 Fisher River Cree 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 Fisher River Cree 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).

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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 Fisher River Cree 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 rights and obligations of Canada as grantor in respect of the interests and licences in or in relation to Fisher River Cree 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 Fisher River Cree 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

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Canada retains no powers and obligations in relation to Fisher River Cree Nation Land under these provisions; and

- (b) the First Nation shall commence administering Fisher River Cree 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 Fisher River Cree 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 Fisher River Cree 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 Fisher River Cree 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 Fisher River Cree Nation Land and Canada's rights in Fisher River Cree Nation Land, other than title, will be transferred to the First Nation effective the date the Land Code comes into force;

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- (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 Fisher River Cree 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 Fisher River Cree 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

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<i>[Signature]</i>	<i>[Signature]</i>

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:

Director, Land Economic Development
Indigenous Services Canada
Manitoba Region
365 Hargrave Street, Room 200
WINNIPEG, Manitoba R3B 3A3
Fax: (204) 983-2936

Fisher River Cree Nation
Chief and Council
P.O. Box 367
KOOSTATAK, Manitoba R0C 1S0
Fax: (204) 645-2745

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.

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IN WITNESS WHEREOF, the duly authorized representatives of the Fisher River First Nation have signed this Agreement on behalf of the First Nation on ^{Dec} 14 20 20, and the Minister of Indigenous Services Canada have signed this Agreement on behalf of Her Majesty the Queen in right of Canada, on ^{Jan 8} 20 21.

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


Minister of Indigenous Services
Canada

Fisher River Cree Nation:


Chief David Crate C.M.

Carl Cochrane, Councillor


Darrell Thaddeus, Councillor


Joshua Sinclair, Councillor


Vincent Crate, 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	
2020-2021 Fiscal Year	\$277,730 \$75,000.00 – One time Transitional Funding per 1 st Fiscal Year
2021-2022 Fiscal Year	\$280,508 \$75,000.00 – One time Transitional Funding per 2 nd Fiscal Year
2022-2023 Fiscal Year	\$283,313
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.

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ANNEX "B"

DETAILS FOR THE TRANSFER OF MONEYS

1. As of the 13th of July, 2020, Canada is holding \$15,545.89 of revenue moneys and \$283.32 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.

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ANNEX "C"

LIST OF INTERESTS AND LICENCES GRANTED BY CANADA

All interests and licences granted by Canada in or in relation to the Fisher River Cree 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 Fisher River Cree Nation Land Management Office located at Fisher River Cree Nation:

Reserve General Abstract Reports for:

IR 44
IR 44A



Lawful Possessors Reports for:

IR 44
IR 44A

Lease or Permits Reports for:

IR 44
IR 44A

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

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ANNEX "D"

LIST OF ALL EXISTING INFORMATION IN CANADA'S POSSESSION RESPECTING ANY ACTUAL OR POTENTIAL ENVIRONMENTAL PROBLEMS WITH THE FISHER RIVER CREE NATION, FIRST NATION LANDS

Canada provided funding to Fisher River Cree Nation to undertake environmental site assessments (ESA) of Reserve 44 and 44A lands to identify potential or actual areas of environmental concern that might pose a risk to the natural environment and/or the health and safety of the community members as part of the process to transfer land management to the First Nation.

The reports are too voluminous to attach to this Annex. A copy of the reports have been provided to Fisher River Cree Nation and shall be available for inspection to their members on request:

- *Fisher River Cree Nation – Phase I Environmental Site Assessment of Reserve Lands 44 and 44A*, J.R.Cousins Consultants Ltd, May 6 2015 (ISC GC Docs # 19258399).
- *Fisher River Cree Nation – Phase II Environmental Site Assessment of Reserve Lands 44*. J.R.Cousins Consultants Ltd, March 27, 2018 (ISC GC Docs # 18929774)
- *Fisher River Cree Nation – Updated Phase I Environmental Site Assessment of Reserve Lands 44 and 44a*, J.R.Cousins Consultants Ltd, October 29, 2019 (ISC GC Docs # 59112781)



The updated Phase I ESA was completed in October 2019 and incorporates subsequent changes on Reserve 44 and 44A since the time of the original Phase I ESA, as well as the findings of the Phase II ESA. The following is the Executive Summary of the findings of the updated Phase I ESA report (JR Cousins Consultants Ltd, 2019: pgs. i-iv):

"EXECUTIVE SUMMARY

On behalf of the Fisher River Cree Nation (FRCN), JR Cousin Consultants Ltd. (JRCC) conducted an update to the Phase I Environmental Site Assessment (ESA) on Federal Reserve Lands 44 and 44A, located in the Interlake region of Manitoba.

Background and Scope of Work

The FRCN Reserve consists of a main Reserve area (IR 44) and a smaller Reserve parcel (IR 44A). The majority of IR 44 consists of residential and community development along the Fisher River, which divides the community into north and south portions. The majority of IR 44A consists of unused agricultural and native lands with minimal residential development and no community services. Flooding along Fisher River in the past has impacted community development. As FRCN is in the process of transferring administration under the Framework Agreement on First Nations Land Management, an update to the 2015 Phase 1 ESA was required to determine the current environmental condition of the Reserve lands prior to the land management transfer.

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Therefore, an update to the Phase I ESA was performed to determine whether there are any existing or potential environmental concerns on the Reserve lands and to evaluate whether additional investigations are required. The updated Phase 1 ESA included a records review, personal interviews and non-intrusive site investigations. The site investigations occurred from October 20 to October 24, 2014, and July 17 to July 18, 2019.

Findings



The majority of IR 44 has been laid out by French River Lots, fronting the Fisher River and running north-south to the Reserve boundary on both sides of Fisher River. The majority of the river lots on IR 44 are held by band members under a traditional land tenure system. The remainder of the Reserve (southeast corner) and IR 44A, are organized into the provincial land section grid system.

All of the existing facilities associated with FRCN are found on the primary Reserve, IR 44. The land being used on IR 44 is mainly residential and community services, with some private commercial and agricultural land use, however, the majority of the land area is unused grassland, forest land and marsh land. There is a distinct clustering of community facilities, infrastructure and services in the central core, or Townsite area, along with existing higher density individual and multi-unit housing. Agriculture is currently limited to hay production and cattle farming. The majority of IR 44A consists of unused land, rural housing and one active cattle farm. IR 44 is bordered by Lake Winnipeg, forested provincial crown lands and private agricultural lands, while IR 44A is bordered by private agricultural lands, forested provincial crown lands and the Peguis First Nation Reserve 1B. The adjacent land uses are not considered an area of potential environmental concern.

The Reserve parcel IR 44 contains several community roads (Townsite Loop Road, West Road, South Road, Fish Road, Market Road, Landfill Road and Murdock Road), along with Provincial Road (PR) 224. Reserve parcel IR 44A contains one community road (Loop Road) and several unnamed provincial mile roads. IR 44 also contains two bridges over Fisher River and one low lying granular crossing with culverts. The buildings on the entire Reserve (IR44 and IR 44A) are all serviced with overhead hydro transmission lines and buried MTS cables. Several new developments in the community will utilize geothermal systems for heating and cooling, and a new solar farm will have the potential to produce 1 Mega Watt of electricity.

From a review of the historical aerial photographs, the Reserve lands have generally been altered through increased residential and community development, which included the construction or upgrading of building structures, lagoons, landfills, roads and bridges. The most recent aerial photography indicates that agricultural activity appears to have been reduced from the past photography.

Past contamination events included the removal of four separate underground fuel storage tanks on IR 44. Of these four tank removal sites, three of the sites were fully remediated and one (Child and Family Services property) was not investigated at the time of tank removal. The FRCN Chief and Council recognized a concern over contamination of Fisher River from upstream sources off of the Reserve lands.

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The site investigation revealed the following areas of existing or potential environmental or health and safety concerns:

- There was minor ground staining (likely from petroleum products) on several properties on IR 44.
- There were two commercial establishments on IR 44 with above-ground diesel and gasoline fuel storage tanks, and fuel pumps.
- There were two commercial establishments on IR 44 with above-ground propane storage tanks.
- There were several empty and abandoned above-ground fuel storage tanks located throughout IR 44 on residential and community lots.
- There were several commercial and community establishments on IR 44 that had used oil and chemical storage containers on the properties.
- There was scattered debris (i.e. scrap metals, appliances, equipment, abandoned vehicles, concrete rubble) located on several properties throughout IR 44.
- There were seven abandoned buildings identified on IR 44 and two residential properties with only the remains of houses left on them.
- There were four abandoned/decommissioned landfill sites identified on IR 44.
- There was one active community landfill site identified that had scattered waste material in the perimeter ditches.
- There was a decommissioned lagoon site identified on IR 44.
- There were several abandoned septic tanks and fields identified throughout IR 44.
- There were several abandoned water wells throughout IR 44.

Updates to Phase I ESA

The updates noted in this Phase I ESA compared to the Phase I ESA conducted in 2015 include:

- Several businesses and community buildings have changed (Tia's Convenience and Gas Bar – fire, NDN Tire and Lube – closed, Kirks Chrome – closed, United Church – renovations, Charles Sinclair School - renovations)
- New businesses, initiatives and community services have been started (Bay River Inn and Suites, Garret Webb's Service Centre, Fisher River Building Supply, Car Wash, Economic Development Centre, Fisher River High School, Intertribal Child and Family Services, Community Centre, Solar Farm)
- Phase I and II ESA completed at the site of the Fisher River High School and some metals contamination found in soils
- Phase II ESA completed at the former ICFS site and no contamination was found in soils.

Recommendations and Conclusions

Recommendations for mitigation of the potential concerns described above include:



- Excavate and haul areas of ground staining, located on native soil, to an approved landfill site, with a soil remediation area.
- Remove and deposit used oil drums and chemical containers in an approved hazardous waste disposal facility. From previous experience, companies such as Green for Life could be contacted to remove large quantities of hazardous materials throughout the Reserve at one time.
- Remove and haul abandoned fuel storage tanks to a local scrap yard for cleaning and final disposal.
- Properly decommission abandoned septic systems by removing the tanks or backfilling with sand. The septic fields can be left in place if no other land use is required at that location. If a building structure is to be constructed on the site, the piping and soils should be removed.
- The abandoned water wells should be properly decommissioned by removing the above-ground portion of piping and sealing the underground portion of piping with grout or concrete by a licensed well driller.
- Remove and haul the abandoned vehicles, debris and materials to an approved landfill site or local scrap yard for final disposal.
- Properly decommission the abandoned landfill sites by removing debris on the ground surface and hauling to the active community landfill site, or by covering waste material with soil and capping with 0.5 m of clay type soil and seeding the surface. Monitoring wells should be installed around the perimeter of these sites to monitor groundwater quality and identify whether there are any impacts from the past landfill activities. Residential development is not to occur on or within 400 m of an active or decommissioned landfill site. Methane gas testing and groundwater testing should be conducted if residential development is to occur within 500 m of the decommissioned landfill site on River Lots 78 and 79.
- Clean up and deposit the scattered waste in the perimeter ditch of the community landfill site in the active waste disposal cell. The leachate produced in the active waste disposal cell should be contained onsite and should not contaminate surrounding lands, surface water or groundwater.
- Ensure future land use at the site of the decommissioned lagoon is suitable (i.e. no residential, commercial or industrial) and is typically limited to green space.
- Demolish abandoned buildings with the remains removed and hauled to an approved landfill site for final disposal.
- Ensure public buildings have proper drainage and ventilation to prevent mould problems.
- Install fence between the cattle and the Fisher River to prevent cattle from contaminating the river.
- Regularly test the water quality in the Fisher River to determine if there is potential contamination.

The conclusions reached in this updated Phase I ESA did not change significantly from the conclusions reached in the 2015 Phase I ESA with the following exceptions:

- Additional testing not required at the ICFS building – no contamination found after

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2015 Phase I ESA

- Additional testing not required near the teacher residences – misinformation during 2015 Phase I ESA about possible contamination
- Renovations completed at the United Church building – completed after 2015 Phase I ESA
- Horse farm is no longer being used to house horses – after 2015 Phase I ESA
- Uncovered manholes have been removed – during high school construction after 2015 Phase I ESA
- Install a fence between the cattle and the Fisher River – to be completed
- Ensure public buildings have proper drainage and ventilation to avoid mould problems – to be completed.

Based on the results of the records review, personal interviews and site investigation, the Reserve lands in general do not appear to have any significant environmental concerns, but would benefit from a program of regular cleanup of debris, and chemicals to ensure that significant environmental impacts do not occur. Any health and safety concerns should be addressed promptly. Additional site investigations are not recommended at this time, however if land use changes on sites with potential contamination, additional investigations would be recommended on those properties. There was no evidence of any serious environmental concern on the Reserve lands that would limit development at this time.”

SUPPLEMENTAL

The following areas of potential environmental concern (APECs) were not fully reviewed in the Phase I ESA (2015) report and have been included in the updated Phase I ESA (2019) report:



1. Drainage and Flooding:

Several drainage and flood related studies of the Fisher River Cree Nation reserves indicate that some areas on reserve lands are impacted by ongoing poor drainage and continual flood risk. Review the recommendations related to drainage improvements and reduction of flood risk on the reserves in the following reports and, as applicable, include the recommendations related to addressing significant environmental impacts:

- a. J.R. Cousins Consultants Ltd, 2012. Fisher River Cree Nation - Community Drainage Report. Winnipeg, MB (GC Docs #19616436 and CIDM #1076964)
- b. P.T. Sims. 1987. Preliminary Report on the Preventative Measures Relative to Future Flood Preparedness in the Fisher River Drainage Basin. Winnipeg MB (GC Docs# 22655824 and CIDM #943305)

2. Public Building Structures and Properties:

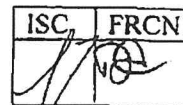
Although public buildings were documented in the original Phase I ESA (2015), the public buildings should be reviewed for damage from flood impacts, local drainage issues and hazardous building materials to determine public health and safety risks and/or environmental impacts and determine recommended actions to address any significant environmental risks.

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ANNEX "E"

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

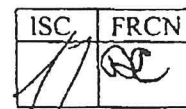
N/A



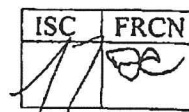
ANNEX "F"

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 Fisher River Cree 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 Fisher River Cree 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 Fisher River Cree 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.



- (c) 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.
- (d) 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 Fisher River Cree 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 Fisher River Cree 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 FISHER RIVER CREE NATION LAND

1. Fisher River Indian Reserve No. 44 – CLSR # FB41861

In the Province of Manitoba, Canada:

In Townships 28 & 29, Ranges 1 & 2 East of the Principal Meridian and Township 28, Range 1 West of the Principal Meridian:

A) Land Description of the extent of reserve lands that will be subject to the land code of Fisher River Cree Nation under the First Nations Land Management Act.

Fisher River Indian Reserve No. 44 as show bounded by the following official plans recorded in the Canada Lands Survey Records: 4704, 4705, 5099, 65009, 82471, 82472, 84185, 84186, and 97767; *not* including any portion of Fisher River.

Saving and Excepting:

1. The road labelled as "Right-of-Way of Dallas – Fisher Bay Highway" as shown on plan 4704 CLSR; containing 12.0 acres (4.87 hectares), more or less.
2. The Right-of-Way for Public Road as shown on plan 53319 CLSR (9519 LTO); containing 83.9 acres (34.0 hectares), more or less.
3. The Right-of-Way for Public Road as shown on plan 53320 CLSR (9520 LTO); containing 23.8 acres (9.62 hectares), more or less.
4. The Public Road as shown on plan 65039 CLSR; containing 33.3 acres (13.5 hectares), more or less.

Total reserve lands that will be subject to the land code containing **5,462 hectares (13,497 acres)**, more or less.

B) Land Description of the extent of reserve lands that will not be subject to the land code of Fisher River Cree Nation and which have been excluded under Section 7 of the First Nations Land Management Act.

1. The road labelled as "Right-of-Way of Dallas – Fisher Bay Highway" as show on plan 4704 CLSR; containing 12.0 acres (4.87 hectares), more or less.
2. The Public Road as shown on plan 65039 CLSR; containing 33.3 acres (13.5 hectares), more or less.

Total reserve lands excluded under Section 7 containing **18.4 hectares (45.3 acres)**, more or less.

Notes:

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1. The Administrative Sketch in Section 3 illustrates this land description.
2. Refer to the pertinent survey plans and instruments for authoritative boundary definition and nature of the interest in the land.
3. The extent of Oil and Gas Rights are not dealt with in this description.
4. The area specified in the Land Description is subject to survey and has been rounded accordingly to conform to the area guidelines set out in Appendix B:
Recommended: Scales and Area, of the National standards for the Survey of Canada Lands.

Report completed by H.D. Lipinski, CLS, ALS, Surveyor General Branch on November 23, 2016.

2. Fisher River Indian Reserve No. 44A – CLSR # FB41860

A) Land Description of the extent of reserve lands that will be subject to the Land Code of Fisher River Cree Nation under the First Nations Land Management Act.

In the Province of Manitoba:

In Township 28, Range 1 West of the Principal Meridian:

Sections 15, 16, S ½ Section 21, S ½ Section 22 and intervening road allowances as shown on plan 4658 CLSR; containing 784 hectares (1,938 acres), more or less.

Saving and Excepting:

The Public Road as shown on plan 57609 CLSR; containing 6.18 acres (2.50 hectares), more or less.

Total reserve lands that will be subject to the land code containing **782 hectares (1,932 acres)**, more or less.

B) Land Description of the extent of reserve lands that will not be subject to the land code of Fisher River Cree Nation and which have been excluded under subsection 7(1) of the First Nations Land Management Act.

The Public Road as shown on plan 57609 CLSR; containing **6.18 acres (2.50 hectares)**, more or less.

Notes:

1. The Administrative Sketch in Section 3 illustrates this land description.
2. Refer to the official survey plans and instruments for authoritative boundary definition and nature of the interest in the land.
3. The extent of Oil and Gas Rights are not dealt with in this description.
4. The area specified in the Land Description has been rounded accordingly to



conform to the area guidelines set out in Appendix B: Recommended Scales and Area, of the National standards for the Survey of Canada Lands.

Report completed by H.D. Lipinski, CLS, ALS, Surveyor General Branch on March 7, 2017.

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