

**INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT**

BETWEEN

ALGONQUINS OF PIKWAKANAGAN FIRST NATION

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

**January 31, 2019
(date for reference purposes)**

TABLE OF CONTENTS

1. INTERPRETATION	3
2. INFORMATION PROVIDED BY CANADA	4
3. TRANSFER OF LAND ADMINISTRATION	5
4. ACCEPTANCE OF TRANSFER OF LAND ADMINISTRATION.....	5
5. OPERATIONAL FUNDING.....	6
6. TRANSFER OF REVENUES.....	6
7. NOTICE TO THIRD PARTIES OF TRANSFER OF ADMINISTRATION.....	6
8. INTERIM ENVIRONMENTAL ASSESSMENT PROCESS	7
9. AMENDMENTS	7
10. NOTICES BETWEEN THE PARTIES	8
11. DISPUTE RESOLUTION.....	8
12. DATE OF COMING INTO FORCE.....	9
SIGNATURE BLOCK.....	10
ANNEX "A" - FUNDING PROVIDED BY CANADA.....	11
ANNEX "B" -DETAILS FOR THE REVENUE MONEYS TRANSFER.....	12
ANNEX "C" - LIST OF INTERESTS AND LICENCES GRANTED BY CANADA	13
ANNEX "D" - LIST OF ALL EXISTING INFORMATION IN CANADA'S POSSESSION RESPECTING ANY ACTUAL OR POTENTIAL ENVIRONMENTAL PROBLEMS WITH THE FIRST NATION LANDS	14
ANNEX "E" - LIST OF OTHER MATERIAL INFORMATION PROVIDED BY CANADA THAT MATERIALLY AFFECTS INTERESTS AND LICENSES.....	15
ANNEX "F" - INTERIM ENVIRONMENTAL ASSESSMENT PROCESS	16
ANNEX "G" - DESCRIPTION OF ALGONQUINS OF PIKWAKANAGAN FIRST NATION LAND.....	18

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

**INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT**

BETWEEN:

ALGONQUINS OF PIKWAKANAGAN FIRST NATION, as represented by their Chief and Council (hereinafter called the "Algonquins of Pikwakanagan" First 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 (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 adherence signed by the First Nation and Canada on March 25, 2013;

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

"Algonquins of Pikwakanagan First Nation Land" means the land to which the Land Code will apply and more specifically means the Reserve known as Pikwakanagan Indian 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 Algonquins of Pikwakanagan 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 Algonquins of Pikwakanagan 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 Indian Affairs and Northern Development and his or her duly authorized representatives;

"Operational Funding" means the resources to be provided by Canada to the Algonquins of Pikwakanagan 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 Algonquins of Pikwakanagan 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 Algonquins of Pikwakanagan 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 Algonquins of Pikwakanagan 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, Canada hereby transfers to the First Nation all of the rights and obligations of Canada as grantor in respect of the interests and licences in or in relation to Algonquins of Pikwakanagan First Nation Land that exist 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 license in or in relation to Algonquins of Pikwakanagan 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 provides for the continuation of the application 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 licenses 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 Algonquins of Pikwakanagan First Nation Land under these provisions; and
 - (b) the First Nation shall commence administering Algonquins of Pikwakanagan 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 Algonquins of Pikwakanagan 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 Algonquins of Pikwakanagan 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 REVENUES

- 6.1 Following the date that the Land Code comes into force, Canada shall transfer the revenue 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 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.
- 6.3 For greater certainty, the transfer of the revenue moneys does not release the First Nation from its commitment to reimburse Canada for any amount paid as a result of a default under any loan entered into by the First Nation or any of its members and guaranteed by Canada in accordance with the terms and conditions relating to ministerial loan guarantees.
- 6.4 For greater certainty, all Indian moneys deemed to be capital moneys pursuant to section 62 of the *Indian Act* are not to be transferred to the First Nation pursuant to this Agreement.

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 Algonquins of Pikwakanagan 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 Algonquins of Pikwakanagan First Nation Land and Canada's rights in Algonquins of Pikwakanagan First Nation Land, other than title, have been transferred to the First Nation effective the date the Land Code comes into force;
 - (b) the holder of the interest or license 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 Algonquins of Pikwakanagan 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 license 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 Algonquins of Pikwakanagan 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
Department of Indian Affairs and Northern Development
Ontario Region

655 Bay Street, 3rd Floor
Toronto, Ontario M5G 2K4

Facsimile: (416) 954-4328

Algonquins of Pikwakanagan First Nation

Executive Director
1657A Mishomis Inamo
Pikwakanagan, Ontario K0J 1X0

Facsimile: (613) 625-2332

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 the First Nations Land Management regime until the Land Code comes into force in accordance with the provisions of the Land Code, the Framework Agreement and the Act.

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 Indian Affairs and Northern Development 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 Indian Affairs and Northern Development

Algonquins of Pikwakanagan

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Minister of Indian Affairs and Northern Development

ANNEX "A"

FUNDING PROVIDED BY CANADA

- (a) The amount of Operational Funding for Fiscal Year 2019-2020 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 Nation shall be paid the prorated amount for that year. Transitional and Environmental 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) 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	
2019-2020 Fiscal Year	\$274,981 (This amount shall be prorated in accordance with paragraph (a) above) and \$75,000 - One time Transitional and Environmental Funding per 1 st Fiscal Year
2020-2021 Fiscal Year	Subject to paragraph (b) above, Operational Funding will be calculated and paid each Fiscal Year based on the Operational Funding Formula as amended from time to time. \$75,000 – One time Transitional and Environmental Funding per 2 nd Fiscal Year
Subsequent Fiscal Year(s)	Subject to paragraph (b) 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 REVENUE MONEYS TRANSFER

1. As of the 15st day of November, 2018 Canada is holding \$5,787.41 of revenue 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 moneys collected, received or held by Canada for the use and benefit of the First Nation or its members.
3. **Subsequent Transfers.** Canada shall, on a semi-annual basis, transfer to the First Nation any interest that is paid into the First Nation's revenue moneys account thereafter pursuant to subsection 61(2) of the *Indian Act*. This includes any interest paid on capital moneys of the First Nation while these moneys, if any, are being held in Canada's Consolidated Revenue Fund. 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 licenses granted by Canada in or in relation to the Algonquins of Pikwakanagan First Nation Land that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register are listed in reports available for review at the Algonquins of Pikwakanagan First Nation Administration Office located at 1657A Mishomis Inamo, Pikwakanagan, Ontario:

Reserve General Abstract Reports for:
Pikwakanagan Reserve (06216)

Lawful Possessors Reports for:
Pikwakanagan Reserve (06216)

Lease or Permits Reports for:
Pikwakanagan Reserve (06216)

The above reports identify all interests or licenses 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 FIRST NATION LANDS

1. Executive Summary Environmental Site Assessment (ESA) Phase 1 prepared by Stantec dated July 25, 2014.
2. Follow-up to Phase 1 Environmental Site Assessment

By agreement of the Joint Management Working Committee, a Phase II Environmental Site Assessment is recommended (subject to the availability of funding) for:

- Maintenance Garage and Yard
- Fire Hall
- APFN Band Office
- Oil Changing Activities at 1296 Mishomis Inamo (does not include removal of debris)
- Smoke'n'Tires
- Kokomis Café and Gas Bar
- Former Dumping Area
- Former Railway Tracks/Suspect Fill
- Former Sand Pit
- Former Car Crushing/Dumping Area
- Former Marine Gas Bar
- Active Landfill

**Final Phase I Environmental
Site Assessment of Algonquins
of Pikwàkanagàn First Nation,
Pikwàkanagàn, ON**

Project No. 122510937



Prepared for:
Danny Sarazin
Algonquins of Pikwàkanagàn First
Nation
1657A Mishomis Inamo
Pikwàkanagàn , ON K0J 1X0

Prepared by:
Stantec Consulting Ltd.
1331 Clyde Avenue, Suite 400
Ottawa, ON K2C 3G4

July 25, 2014

**FINAL PHASE I ENVIRONMENTAL SITE ASSESSMENT OF ALGONQUINS OF PIKWÀKANAGÀN
FIRST NATION, PIKWÀKANAGÀN, ON**

Table of Contents

EXECUTIVE SUMMARY III

1.0 INTRODUCTION1.1

2.0 SCOPE AND METHODOLOGY2.1

2.1 SCOPE OF WORK 2.1

2.2 METHODOLOGY..... 2.2

2.2.1 Records Review 2.2

2.2.2 Site Visits 2.4

2.2.3 Interviews 2.4

3.0 REGULATORY FRAMEWORK3.1

4.0 SITE DESCRIPTION4.1

4.1 PROPERTY INFORMATION 4.1

4.2 ON-SITE BUILDINGS AND STRUCTURES..... 4.1

4.3 PHYSICAL SETTING 4.2

4.3.1 Surficial Geology..... 4.2

4.3.2 Bedrock Geology 4.3

4.3.3 Topography and Regional Drainage 4.3

4.3.4 Surface Water Drainage 4.3

5.0 PREVIOUS ENVIRONMENTAL REPORTS.....5.1

6.0 ENVIRONMENTAL DATABASE/RECORDS REVIEW.....6.1

6.1 REGULATORY INFORMATION 6.1

6.1.1 Ontario Ministry of Environment..... 6.1

6.2 DATABASE INFORMATION/RECORDS 6.1

7.0 FINDINGS.....7.1

7.1 CURRENT SITE OPERATIONS 7.1

7.2 HISTORICAL LAND USE 7.3

7.3 WASTE GENERATION 7.5

7.3.1 Solid and Liquid Wastes 7.5

7.3.2 Wastewater Discharges, Drains and Sumps 7.5

7.3.3 Air Discharges and Odours 7.5

7.4 FUEL AND CHEMICAL STORAGE 7.6

7.4.1 Fuel Aboveground Storage Tanks (ASTs):..... 7.6

7.4.2 Storage Tanks Underground Storage Tanks (USTs): 7.8

7.4.3 Storage Containers 7.8

7.5 BUILDING SYSTEMS AND EQUIPMENT 7.9

7.5.1 Heating and Cooling Systems 7.9

7.5.2 Hydraulic Equipment..... 7.9

7.6 EXTERIOR SITE OBSERVATIONS 7.9



**FINAL PHASE I ENVIRONMENTAL SITE ASSESSMENT OF ALGONQUINS OF PIKWÀKANAGÀN
FIRST NATION, PIKWÀKANAGÀN, ON**

7.6.1	Surface Features	7.9
7.6.2	Fill Materials.....	7.10
7.6.3	Wells.....	7.10
7.7	HAZARDOUS BUILDING MATERIALS	7.10
7.7.1	Asbestos-Containing Materials (ACMs)	7.10
7.7.2	Polychlorinated Biphenyls (PCBs)	7.11
7.7.3	Lead-Based Products.....	7.11
7.7.4	Urea Formaldehyde Foam Insulation (UFFI)	7.12
7.7.5	Ozone-Depleting Substances (ODSs)	7.12
7.8	SPECIAL ATTENTION ITEMS	7.12
7.8.1	Radon Gas	7.12
7.8.2	Mold.....	7.12
7.8.3	Electromagnetic Frequencies (EMFs)	7.13
7.8.4	Noise and Vibration.....	7.13
7.9	NEIGHBOURING PROPERTIES.....	7.13
7.9.1	North and Northwest.....	7.13
7.9.2	West, Southwest and South.....	7.13
7.9.3	Northeast and East.....	7.14
8.0	CONCLUSIONS AND RECOMMENDATIONS.....	8.1
9.0	CLOSURE.....	9.1

LIST OF APPENDICES

APPENDIX A	DRAWINGS.....	A.1
APPENDIX B	PHOTOGRAPHS.....	B.1
APPENDIX C	ASSESSOR QUALIFICATIONS.....	C.1
APPENDIX D	SUPPORTING DOCUMENTATION	D.1



FINAL PHASE I ENVIRONMENTAL SITE ASSESSMENT OF ALGONQUINS OF PIKWÀKANAGÀN FIRST NATION, PIKWÀKANAGÀN, ON

Executive Summary

Site Description and Current Operations

Stantec Consulting Ltd. (Stantec) was retained by the Algonquins of Pikwàkanagàn First Nation (APFN) to conduct a Phase I Environmental Site Assessment (Phase I ESA) of the APFN (formerly Reserve #39, as described in the approved CLSR Plan #52200) located near Golden Lake, Ontario, herein referred to as the "Site". The APFN lands cover approximately 728 ha (1850 acres). At the time of the site visits, the Site was occupied by approximately 217 residential houses with heated garages, 14 community buildings owned by the First Nation and a privately owned retail gas outlet and cafe. The construction of the buildings varies from slab on grade, single storey houses to multi-level office buildings with basements. Asphalt-paved parking lots and throughways surround the community buildings and connect the residential houses. The majority of the Site is undeveloped wetland or forested land. The Phase I ESA was conducted to support the transfer of management of the First Nation's lands and resources from the Government of Canada to the First Nation. The purpose of the Phase I ESA was to determine if evidence of potential or actual contamination exists at the Site, which may be present as a result of current or past activities on the Site or neighbouring properties.

Records Review

In general, based on the historical information gathered during the Phase I ESA, the Site has had a lumber mill at the northwest corner of the Site from approximately 1900 to the 1930s, railway tracks crossing the Site from the southeast to the southwest, a former marine gas bar, a former dumping pit, a former car crushing site, and a former sand pit. The Site is owned by the Government of Canada.

The residential houses have been constructed between the 1960s and the present. The community buildings have been constructed between the early 1900s and the present.

Current on-site community buildings that were inspected include:

- the Nativity Church,
- Elder's Lodge,
- Recreational Center,
- Day Care Center,
- Health Center,
- APFN Band Office,
- Retirement Home,
- Cultural Center/Museum,
- Fire Hall,
- Industrial Center,
- Commercial Center,



Project No. 122510937

iii

FINAL PHASE I ENVIRONMENTAL SITE ASSESSMENT OF ALGONQUINS OF PIKWÀKANAGÀN FIRST NATION, PIKWÀKANAGÀN, ON

- Landfill with storage garage,
- Maintenance Garage, and
- Kiji Works barn (log house formerly used for woodworking and attached barn).

Privately owned and/or occupied buildings on the APFN include Kokomish Gas Bar and Café, Smoke'n'Tires Garage, and approximately 217 residences. The individual residences were not assessed at the time of the Site visit.

Site Visit/Interviews

The Site visits were conducted by Brenda Thom, M.Sc. (Eng.), EIT, of Stantec between January 27 and 31, 2014, and a follow-up site visit on April 24, 2014. The Site and readily visible and publicly accessible portions of adjoining and neighbouring properties were observed for the presence of potential sources of environmental contamination. Stantec was accompanied by Danny Sarazin of APFN for three days in January and on April 24, 2014, and Chantal Coburn of APFN for one day of the Site visits in January. The 14 community buildings assessed included: the church, elder's lodge, recreational center, daycare, health center, the APFN administration building, retirement home, cultural center/ museum, fire hall, industrial center, commercial center, municipal garage, landfillgarage, and the barn. Private houses, the Kokomish Gas Bar and Café, and other community owned buildings were not assessed for building materials, but the heating fuel source and the presence of any debris on the land were noted. The Site was heavily snow covered at the time of the January site visit necessitating the April site visit which consisted of inspecting the ground surface for any evidence of staining.

Several potential environmental concerns were identified at the time of the Site visit with respect to APFN's occupation of the Site. Fuel storage at community owned buildings and private residences were observed with minimal or no secondary containment. No staining was observed at the residences and community owned buildings; with the exception of the yard surrounding the Maintenance Garage where staining was observed. A petroleum hydrocarbon (PHC) odour was identified at the base of the gasoline tank southwest of the APFN Admin Office.

Floor drains in both sides of the Maintenance Garage, and in the private garage, Smoke'n'Tires, reportedly drain directly into the soil with no oil water separator in between.

The Kokomish Café and Gas Bar at the northeast corner of the APFN has two underground storage tanks for gasoline and diesel fuel. The business was historically owned by the APFN, but is currently privately owned; however, the land is owned by the APFN.

No sampling was completed at the former marine gas bar when the underground storage tanks and pumps were removed.

The remainder of the potential environmental concerns identified at the time of the Site visits are included in the relevant sections of this report (Section 7.1).



FINAL PHASE I ENVIRONMENTAL SITE ASSESSMENT OF ALGONQUINS OF PIKWĀKANAGĀN FIRST NATION, PIKWĀKANAGĀN, ON

Conclusions/Recommendations

The Phase I ESA has revealed evidence of potential environmental contamination associated with the Site. The sources of potential environmental concern (PEC) identified during this Phase I ESA are outlined in the table below. The numbers associated with each concern are illustrated on Drawing 4 in **Appendix A**. It is important to note that the exterior surfaces of the Site were assessed during the April 24, 2014, site visit.

Number on Drawing	Potential Environmental Concern
1	Fire Hall Jerry cans and fire suppressant foam around a drain with unknown discharge location. Water damage on the floor of the second story of the fire house, and mold on the ceiling of the fire hall.
2	Health Center Possible mold due to leaking roof.
3	APFN Band Office Two sumps located in the basement with unknown discharge locations. Exterior fueling ASTs with no secondary containment and gasoline odours/staining on the ground. Minor staining on the gravel floor in the garage.
4	Maintenance Garage Four exterior fueling ASTs without secondary containment. One AST resting directly on the ground, reportedly not used. Old AST at the northwest corner laying on the ground. Oil pails inside the APFN garage with staining on the floor underneath. Two drains discharging to a dry well located north of the building. Oil pails stacked to the north of the building with black staining on the ground. Unknown location of the reported waste oil container. Possibly the 50 gallon drum located at the north side of the building. Salt storage and salt staining on the gravel yard.
5	Kiji Works Barn Water damage, mold and animal feces located on the second floor. Construction debris noted on the east side of the second floor.
6	Commercial Center Heating oil AST within 2 metres of the potable water well.
7	Smoke'n Tires Old cars parked around the yard. A drain in the floor under the hoist, where maintenance on cars occurs, that drains into the ground. An AST, reportedly empty, to the north of the building.
8	Former Marine Gas Bar –no sampling was completed when the UST(s) and pump were removed.
9	Former Dumping Site Waste along the edge of the turnaround.
10a	Fueling AST present at the private residence of 84 Chibekana Inamo.
10b	Fueling AST present at the private residence of 358 Ininatig Inamo.
10c	Fueling AST present at the private residence of 174 Kokomis Inamo.
10d	Fueling AST present at the private residence of 225 A Kokomis Inamo.
10e	Fueling AST present at the private residence of 242 Kokomis Inamo.
10f	Fueling AST present at the private residence of 276 Kokomis Inamo.
10g	Fueling AST present at the commercial property at 320 Kokomis Inamo.
10h	Fueling AST present at the private residence of 341A Kokomis Inamo.
10i	Fueling AST present at the private residence of 70 Majihigan Inamo.



**FINAL PHASE I ENVIRONMENTAL SITE ASSESSMENT OF ALGONQUINS OF PIKWÀKANAGÀN
FIRST NATION, PIKWÀKANAGÀN, ON**

Number on Drawing	Potential Environmental Concern
10j	Fueling AST present at the private residence of 1291 Mishomis Inamo.
10k	Fueling AST present at the private residence of 1312 Mishomis Inamo.
10l	Fueling AST present at the private residence of 1511 Mishomis Inamo.
11	Reported oil changing activities, old cars and snowmobiles, fueling AST to the east of the private residence of 1296 Mishomis Inamo.
12a	Debris noted at the private residence of 77 Chigagam Inamo.
12b	Debris noted at the private residence of 358 Ininatig Inamo.
12c	Debris noted at the private residence of 574 Ininatig Inamo.
12d	Debris noted at the private residence of 648 Ininatig Inamo.
12e	Debris noted at the private residence of 54 Kagagimin Inamo;
12f	Debris noted at the private residence of 35 Kiwita Inamo.
12g	Debris noted at the private residence of 99 Kiwita Inamo.
12h	Debris noted at the private residence of 182 Kokomis Inamo.
12i	Debris noted at the private residence of 480 Kokomis Inamo.
12j	Debris noted at the private residence of 496 Kokomis Inamo.
12k	Debris noted at the private residence of 1251 Mishomis Inamo.
12l	Debris noted at the private residence of 1291 Mishomis Inamo.
12m	Debris noted at the private residence of 1358 Mishomis Inamo.
12n,	Debris noted at the private residence of 1463, Mishomis Inamo.
12o	Debris noted at the private residence of 1583 Mishomis Inamo.
12p	Debris noted at the private residence of 43 Nopoming Inamo.
12q	Debris noted at the private residence of 72 Nopoming Inamo.
12r	Debris noted at the private seasonal cottages 28C and 28E Pangishimo Inamo.
13	Kokomish Café and Gas Bar with two USTs.
14	Current Landfill
15	Former railway tracks / fill material
16	Former car crushing site / dumping area
17	Potential for radon gas in the southwest area of the Site.
18	Debris at former Sand Pit.

Stantec's recommendations for specific PECs are tabulated below.



FINAL PHASE I ENVIRONMENTAL SITE ASSESSMENT OF ALGONQUINS OF PIKWAKANAGAN FIRST NATION, PIKWAKANAGAN, ON

PIC #	Locate potential discharge areas for Deep Drains.	Construct secondary containment for all ASTs (interior and exterior).	Remove fueling ASTs if no longer in use.	Complete a visual inspection of the areas previously covered by fueling ASTs.	Remove debris to landfill for disposal and monitor area to prevent future dumping.	Recommendations				Complete on indoor radon gas assessments previously proposed by Stantec.	Complete Phase II ESA	
						Complete a visual inspection of the areas previously covered by debris.	Prepare and execute a landfill monitoring and sampling program; at least annual monitoring of SW and GAV and reporting.	Implement a landfill operations and closure program.	Remove materials impacted by mold, water staining or animal feces and repair any leaks that allowed water to enter.			
1 - Fire Hall	X									X		X
2 - Health Center										X		
3 - Band Office	X	X										
4 - Garage	X	X	X									X
5 - Kiji Barn					X							X
6 - Commercial Center		X										
7 - Smoke'n' Tires	X	X	X		X							
8 - Former Marine Gas Bar												X
9 - Former Dumping Site												X
10a to 10l - Fueling ASTs at private residences		X	X	X								X
11 - Oil changing activities and debris		X										
12a to 12s - Debris noted at residences					X							X
13 - Kokomish Café and Gas Bar												
14 - Current Landfill												X
15 - Former Railway Tracks/Fill									X			X
16 - Former Car Crushing/ Dumping Area												X
17 - Radon Gas Potential					X							X
18 - Debris at Former Sand Pit					X						X	X

FINAL PHASE I ENVIRONMENTAL SITE ASSESSMENT OF ALGONQUINS OF PIKWÀKANAGÀN FIRST NATION, PIKWÀKANAGÀN, ON

Stantec recommends the completion of a Phase II ESA to assess the presence or absence of soil, sediment, groundwater, and surface water, (if available) impacts in the vicinity of these environmental concerns. The scope of work for the Phase II ESA should include boreholes and/or test pits and groundwater monitoring wells to enable an assessment of both soil and groundwater quality.

Based on the age of the community buildings, asbestos, PCBs, and lead containing materials may be present on the Site. A hazardous materials survey should be conducted to determine the presence or absence of asbestos, PCBs, or lead prior to any renovation or demolition of the community buildings. Suitable precautions and approved contractors should be used for all activities which may disturb hazardous materials.

The recommended scope of work for the Phase II ESA based on each identified concern is as provided below. The Phase II ESA costing for each PEC assumes that all field work is completed as one event (i.e., one trip to the Site by the utility locating subcontractor to clear the proposed sampling locations in all the PECs that APFN selects to be investigated, one trip to the Site with a backhoe to excavate all the proposed test pits, one trip to the Site with a drill rig to install all the proposed boreholes/groundwater monitoring wells, one trip to the Site to complete all the groundwater sampling, etc.), and that all the PECs that APFN selects to be investigated will be documented together in one Phase II ESA report. The cost to remove surficial debris and take to the landfill for disposal is not included in the Phase II ESA opinion of cost and would be extra.

1) Maintenance Garage and Yard:

- Trace the termination point of the identified drain.
- Install five boreholes completed as monitoring wells surrounding the maintenance yard.
- Complete test pits at the stained areas to determine depth of the impacts.
- Collect soil and groundwater samples for the following contaminants of concern (COCs): volatile organic compounds (VOCs), petroleum hydrocarbon (PHC) fractions F1 to F4, polycyclic aromatic hydrocarbons (PAHs), metals, electrical conductivity, sodium adsorption ratio, and chloride.
- The Phase II ESA opinion of probable cost for this PEC ranges from \$17,500 to \$20,000 (plus taxes).

2) Fire Hall:

- Trace the termination point of the identified drain.
- Install two boreholes completed as monitoring wells.
- Collect soil and groundwater samples for the following COCs: VOCs, PHC F1 to F4, PAHs, metals, electrical conductivity, sodium adsorption ratio, and chloride.
- The Phase II ESA opinion of probable cost for this PEC ranges from \$7,000 to \$8,000 (plus taxes).



FINAL PHASE I ENVIRONMENTAL SITE ASSESSMENT OF ALGONQUINS OF PIKWÀKANAGÀN FIRST NATION, PIKWÀKANAGÀN, ON

3) APFN Band Office

- Trace termination point of the two sumps.
- Install one borehole completed as monitoring well.
- Collect soil and groundwater samples for the following COCs: benzene, toluene, ethylbenzene, and xylenes (BTEX), and PHC F1 to F4.
- The Phase II ESA opinion of probable cost for this PEC ranges from \$3,500 to \$4,000 (plus taxes).

4) Oil Changing Activities at 1296 Mishomis Inamo

- Remove debris from the property and dispose at the landfill.
- Install two boreholes completed as monitoring wells.
- Collect soil and groundwater samples for the following COCs: VOCs, PHC F1 to F4, metals.
- The Phase II ESA opinion of probable cost for this PEC ranges from \$7,000 to \$8,000 (plus taxes).

5) Smoke'n'Tires:

- Trace the termination point of the identified drain.
- Install two boreholes completed as monitoring wells.
- Collect soil and groundwater samples for the following contaminants of concern COCs: VOCs, PHC F1 to F4, PAHs, metals, electrical conductivity, sodium adsorption ratio, and chloride.
- The Phase II ESA opinion of probable cost for this PEC ranges from \$8,000 to \$9,000 (plus taxes).

6) Kokomis Café and Gas Bar:

- Install four boreholes completed as monitoring wells.
- Collect soil and groundwater samples for the following COCs: BTEX and PHC F1 to F4.
- The Phase II ESA opinion of probable cost for this PEC ranges from \$13,500 to \$15,000 (plus taxes).

7) Former Dumping Area:

- Install four boreholes completed as monitoring wells surrounding the former dump area.
- Collect soil and groundwater samples for the following COCs: VOCs, PHC F1 to F4, PAHs, metals, and polychlorinated biphenyls (PCBs).
- The Phase II ESA opinion of probable cost for this PEC ranges from \$14,000 to \$16,500 (plus taxes).



FINAL PHASE I ENVIRONMENTAL SITE ASSESSMENT OF ALGONQUINS OF PIKWÀKANAGÀN FIRST NATION, PIKWÀKANAGÀN, ON

8) Former Railway Tracks/Suspect Fill:

- Install five boreholes completed as monitoring wells along the railway right-of-way.
- Collect soil and groundwater samples for the following COCs: VOCs, PHC F1 to F4, PAHs, metals, and PCBs.
- The Phase II ESA opinion of probable cost for this PEC ranges from \$17,500 to \$20,000 (plus taxes).

9) Former Sand Pit:

- Install two boreholes completed as monitoring wells in the former Sand Pit.
- Collect soil and groundwater samples for the following COCs: VOCs, PHC F1 to F4, PAHs, metals, and PCBs.
- The Phase II ESA opinion of probable cost for this PEC ranges from \$7,000 to \$8,000 (plus taxes).

10) Former Car Crushing/Dumping Area:

- Install four boreholes completed as monitoring wells surrounding the car crushing/dumping area.
- Excavate four test pits in the vicinity of the debris.
- Collect soil, groundwater, and surface water samples for the following COCs: VOCs, PHC F1 to F4, PAHs, metals, and PCBs.
- The Phase II ESA opinion of probable cost for this PEC ranges from \$28,000 to \$31,000 (plus taxes).

11) Former Marine Gas Bar:

- Install two boreholes completed as monitoring wells around the former marine gas bar.
- Collect soil, groundwater, surface water, and sediment samples for the following COCs: BTEX and PHC F1 to F4.
- The Phase II ESA opinion of probable cost for this PEC ranges from \$8,000 to \$9,000 (plus taxes).

12) Active Landfill:

- Install four boreholes completed as monitoring wells (one up-gradient and three down-gradient, assuming wells previously installed in 1997 are not available).
- Collect soil, groundwater, and surface water samples for the following COCs: VOCs, PHC F1 to F4, PAHs, PCBs, total phenols, landfill leachate indicator parameters (inorganic and organic).
- The Phase II ESA opinion of probable cost for this PEC ranges from \$27,000 to \$30,000 (plus taxes).



**FINAL PHASE I ENVIRONMENTAL SITE ASSESSMENT OF ALGONQUINS OF PIKWÀKANAGÀN
FIRST NATION, PIKWÀKANAGÀN, ON**

The statements made in this Executive Summary are subject to the same limitations included in the Closure (Section 9.0) and are to be read in conjunction with the remainder of this report.



Project No. 122510937

ANNEX "E"

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

- Not Applicable

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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 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 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 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 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 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 ALGONQUINS OF PIKWAKANAGAN FIRST NATION LAND

Pikwakanagan Reserve

Land Description of the Extent of Reserve Lands that will be subject to the Land Code of the Algonquins of Pikwakanagan under the First Nations Land Management Act.

Reserve Lands within the Province of Ontario, Canada, more particularly described as:

Lots 3, 4, 5, 6, 7, 8, 9 and 10, Concession 9; Part of Lot 5, Lots 6, 7, 8, 9, 10, Part of Lot 11 and Part of Lot 12, Concession 10, Geographic Township of South Algona, County of Renfrew as shown on a Land Management Transfer Plan recorded in the Canada Lands Surveys Records as Number 102551 CLSR; the herein described land containing 747 hectares (1845 acres), more or less.

The Natural Resources Canada First Nations Land Management Land Description Report is available for review at the Algonquins of Pikwakanagan First Nation Administration Office located at 1657A Mishomis Inamo Pikwakanagan, Ontario.