

INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT

BETWEEN

Yaqit ʔa-knuqʔi 'it

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA



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

**INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT**

BETWEEN:

Yaqit ?a·knuqli 'it FIRST NATION, in English "Tobacco Plains Indian Band" as represented by their Chief and Council (hereinafter called the "Yaqit ?a·knuqli 'it" or the "First Nation")

AND

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

(the "Parties")

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

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

AND WHEREAS the First Nation has been added as a signatory to the Framework Agreement by an adhesion signed by the First Nation on July 13, 2021;

AND WHEREAS the First Nation and Canada wish to provide for the assumption by the First Nation of responsibility for the administration of Yaqit ?a·knuqli 'it Land in accordance with the Framework Agreement and the Act;

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

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

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

1. INTERPRETATION

1.1 In this Agreement,

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

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

"Yaqit ?a·knuqli 'it Land" means the land to which the Land Code will apply and more specifically means the reserve known as Tobacco Plains Indian Reserve No. 2 (07426), 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, but does not include the Excluded Land;

"Excluded Land" means land excluded from the application of the Land Code pursuant to 4.1.4 and clause 4.1.6 of the Framework Agreement, 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 Yaqit ?a·knuqli 'it, 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 Yaqit ?a·knuqli 'it Land Code, developed in accordance with clause 5 of the Framework Agreement;

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

"Operational Funding" means the resources to be provided by Canada to Yaqit ?a·knuqli 'it 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 Yaqit ?a-knuqli 'it 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 Yaqit ?a-knuqli 'it 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 Yaqit ?a-knuqli 'it Land in accordance with clause 12 of the Framework Agreement.
- 3.2 As provided in section 8 of the Act, all of the rights and obligations of Canada as grantor in respect of the interests and licences in or in relation to Yaqit ?a-knuqli 'it Land that exist on the coming into force of the Land Code shall be transferred to the First Nation on the coming into force of the Land Code.

3.3 As of the date the Land Code comes into force, the First Nation shall be responsible for, among other responsibilities identified in this Agreement and the Framework Agreement, the following:

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

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

4. ACCEPTANCE OF TRANSFER OF LAND ADMINISTRATION

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

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

- (a) the land management provisions of the *Indian Act*, as listed in clause 21 of the Framework Agreement cease to apply and Canada retains no powers and obligations in relation to Yaqit ?a·knuqli 'it Land under these provisions; and
- (b) the First Nation shall commence administering Yaqit ?a·knuqli 'it 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 Yaqit ?a·knuqli 'it 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 Yaqit ?a·knuqli 'it's Funding Arrangement in effect in the year in which the payment is to be made. For greater certainty, payment of Operational Funding will be subject to the terms and conditions of the Funding Arrangement into which it is incorporated.

6. TRANSFER OF MONEYS

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

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 Yaqit ?a-knuqli 'it 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 Yaqit ?a-knuqli 'it Land and Canada's rights in Yaqit ?a-knuqli 'it 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 Yaqit ?a-knuqli 'it 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 Yaqit ʔa-knuqli 'it Land until the First Nation's environmental assessment process is developed.

9. AMENDMENTS

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

10. NOTICES BETWEEN THE PARTIES

- 10.1 Any notice or other official communication under this Agreement between the Parties shall be in writing addressed to the Party for whom it is intended.

- 10.2 The notice referred to in clause 10.1 shall be effective using any one of the following methods and shall be deemed to have been given as at the date specified for each method:

- (a) by personal delivery, on the date upon which notice is delivered;
- (b) by registered mail or courier, the date upon which receipt of the notice is acknowledged by the other party; or
- (c) by facsimile or electronic mail, the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed or deemed.

- 10.3 The addresses of the Parties for the purpose of any notice or other official communication are:

Canada:

Director, Lands and Economic Development
Indigenous Services Canada, BC Region
1138 Melville Street, Suite 600
Vancouver, BC V6E 4S3
Facsimile: (604) 775-7149

Yaqit ʔa-knuqli 'it:

Chief and Council

Yaqit ʔa·knuqli 'it
PO Box 76
Grasmere BC V0B 1R0
Fax: (250) 887-3424

11. DISPUTE RESOLUTION

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

12. DATE OF COMING INTO FORCE

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



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

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

Yaqit ʔa·knuqli 'it

Allyson Rowe, Regional Director
General, Indigenous Services Canada,
BC Region for the
Minister of Indigenous Services

Chief Heidi Gravelle

Councillor Garrett Gravelle

Councillor Corey Letcher

Councillor Avery Gravelle

Councillor Kyle Shottanana

ANNEX "A"

FUNDING PROVIDED BY CANADA

- (a) The amount of Operational Funding by Fiscal Year is shown in the table below. The amount shall be prorated based on the number of months from the date the Land Code comes into force to the end of the Fiscal Year, and the First Nation shall be paid the prorated amount for that year. Transitional Funding will be provided for the year the Land Code comes into force and for the subsequent Fiscal Year, as shown in the table below.
- (b) Operational Funding will increase 2% annually over the term of the Memorandum of Understanding which ends March 31, 2028.
- (c) Subject to appropriation by Parliament and the approval of the Treasury Board of Canada, Operational Funding for Fiscal Years after March 31, 2028 will be calculated and provided in accordance with the Operational Funding Formula as amended from time to time.

OPERATIONAL FUNDING	
2024-2025 Fiscal Year	\$ 348,744.00 (This amount shall be prorated in accordance with paragraph (a) above) and \$ 100,000.00 - One time Transitional Funding per 1 st Fiscal Year
2025-2026 Fiscal Year	\$355,718.00 \$100,000.00 – One time Transitional Funding per 2 nd Fiscal Year
2026-2027 Fiscal Year	\$362,833.00
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 30th day of April 2024, Canada is holding \$128,784.17 of revenue moneys and \$114,113.05 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 Yaqit ?a·knuqli 'it Land that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register are listed in the attached reports.

OR

All interests and licences granted by Canada in or in relation to the Yaqit ?a·knuqli 'it 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 Yaqit ?a·knuqli 'it Land Management Office located at 5500 Village Loop Road, Grasmere BC, V0B 1R0:

Reserve General Abstract Reports for:

- Tobacco Plains Indian Reserve No. 2 (07426)

Lawful Possessors Reports for:

- Tobacco Plains Indian Reserve No. 2 (07426)

Lease or Permits Reports for:

- Tobacco Plains Indian Reserve No. 2 (07426)

The above reports identify all interests or licences granted by Canada that are registered in the Indian Lands Registry System (ILRS). The following is a list of interests granted by Canada that have not been registered or are pending registration in the ILRS. Copies of these interests shall be provided to the First Nation.

Nil

ANNEX "D"

LIST OF ALL EXISTING INFORMATION IN CANADA'S POSSESSION RESPECTING ANY ACTUAL OR POTENTIAL ENVIRONMENTAL PROBLEMS WITH THE Yaqit ?a·knuqli 'it LANDS

Executive Summary – Yaqit ?a·knuqli 'it – Phase 1 Environmental Site Assessment Report – Project Number 106962-01. Prepared for Tobacco Plains Indian Band by Ausenco Sustainability Inc. dated August 21, 2023.

The complete Phase 1 Environmental Site Assessment (ESA), prepared by Ausenco Sustainability Inc. dated August 21, 2023, is available for review at the Yaqit ?a·knuqli 'it Land Management Office located at 5500 Village Loop Road, Grasmere BC, V0B 1R0.





Phase I Environmental Site Assessment, Tobacco Plains 2, Grasmere, BC

Prepared for:

Yaqit 7a-knuqli 'it First Nation
5500 Village Loop Road
Grasmere, BC V0B 1R0

Indigenous Services Canada
1138 Melville Street
Vancouver, BC V6E 4S3

Project No. 106962-01

August 21, 2023

Prepared by:

Ausenco Sustainability Inc.
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Executive Summary

Ausenco Sustainability Inc. (Ausenco, formerly Hemmera Envirochem Inc.) was retained by Yaqıt ʔa-knuqłi 'it First Nation (Tobacco Plains) and Indigenous Services Canada (ISC), to conduct a Phase I Environmental Site Assessment of the Tobacco Plains 2 reserve lands (referred to as "the Reserve"). Ausenco understands that the work was commissioned to support the process of transferring the Tobacco Plains lands and resources from the Government of Canada to Tobacco Plains, in accordance with Section 6 of the *Framework Agreement on First Nations Land Management*.

The Phase I Environmental Site Assessment has been completed in accordance with the Canadian Standards Association's Standard Z-768-01 for Phase I Environmental Site Assessments. This assessment included a review of historical information for the Reserve and neighbouring properties, interviews with the community members and others with historical knowledge of the Reserve and surrounding land, a visit to the Reserve by Ausenco staff, and a report that documented our findings.

The Reserve is located immediately south of Grasmere, BC in the Regional District of East Kootenay. Highway 93 crosses the Reserve at two locations (the northeast and southeast corners) and the Canada – United States of America (USA) border traverses the southern boundary of the Reserve. The Roosville Border Crossing is located in the southeast corner of the Reserve. Industrial activities at the Reserve have included sawmill operations. Ausenco identified 12 on-Reserve areas of potential environmental concern (APECs). Based on the findings, it is concluded that there is a potential for contamination to be present in soil, groundwater, and/or soil vapour at the Reserve. Further investigation is recommended, per the Table below, to confirm the presence or absence of contamination related to the on-Reserve APECs. No Areas of Environmental Concern (*i.e.*, known areas of confirmed contamination; AECs) were identified.

Table ES.1 Summary of Areas of Potential Environmental Concern (APECs) and Types of Contaminants.

APEC #	Comment	Contaminant Types
On-Reserve		
1	Former Heating Oil Tank Area 3601 Highway 93 (former Tobacco Plains Band Office)	Fuel Related Compounds
2	Former Fuel Underground Storage Tank Area south of the Duty Free Store	Fuel Related Compounds
3	Former Sawmill at Lot 69	Metals, Fuel, Machinery Maintenance and Auto Repair Related Compounds
4	Former Community Dump Site (Northwest Side of the Reserve)	Metals, Miscellaneous Residential Garbage and Auto Repair Related Compounds
5	Gun Range and Waste Disposal Area (Northwest Side of the Reserve)	Metals, Miscellaneous Residential Garbage and Auto Repair Related Compounds
6	Former Sawmill and Miscellaneous Waste Disposal Area (Northwest Side of the Reserve)	Metals, Fuel and Machinery Maintenance Related Compounds
7	Suspect Waste Pile (North side of Edwards Lake Road)	Metals, Miscellaneous Residential Garbage and Auto Repair Related Compounds

APEC #	Comment	Contaminant Types
8	Fuel Storage and Construction Equipment Repair (5328 Edwards Lakes Road)	Fuel and Auto Repair Related Compounds
9	Junkyard at 6020 Letcher Road	Fuel and Auto Repair Related Compounds
10	Dump Site Across Highway 93 from entrance to Upper Gravelle and Akamina Roads.	Metals, Miscellaneous Residential Garbage and Auto Repair Related Compounds
11	Fuel Storage and Historical Fire at 3650 Akamina Road Gun Range on the Central Portion of the Reserve	Fuel Related Compounds
12	Gun Range in the Central Portion of the Reserve	Ammunition Casing Related Metals

Based on the findings, it is concluded that there is a potential for contamination to be present in soil, groundwater, and/or soil vapour at the Reserve. Further investigation is recommended to confirm the presence or absence of contamination related to the areas of potential environmental concern.

Off-Reserve areas of potential and known environmental concern were not identified, however an off-Reserve wooded area to the west of the residences on Grasmere Dorr Road was found to contain miscellaneous debris items including plastic drums, plastic pipes and aluminum pipes & fittings. There was no obvious evidence of soil/surface impacts, and all the discarded containers were empty. Therefore, this area was considered a housekeeping area (#1). Ausenco recommends a clean-up program to collect and properly dispose/recycle the debris items.

The following additional recommendations are provided for the JMC's consideration not based on the potential for contamination at the Site, rather, based on environmental best practices and relevant Federal regulations:

- Information regarding the groundwater well to the north of APEC 5 (Gun Range and Waste Disposal Area) was not available at the time of this report. Ausenco recommends assessing the integrity of the well (e.g., pressure testing). If the well is usable, Ausenco recommends using a down-hole camera to ascertain the well screen depth and length. Groundwater samples can be collected for analyses of the relevant types of contaminants (**Table ES.1**) to potentially supplement the investigation of APEC 5.
- Ausenco recommends the JMC contact the Department of Fisheries and Oceans (DFO) to request a review of the alleged diversion of Willie Phillipps Creek to the north of Lot 26-2-2. Per the *Requirements and Best Management Practices for Making Changes in and About a Stream in British Columbia*, changes in and about a stream, must occur in accordance with the *Water Sustainability Act*, and associated regulations i.e., DFO approval is required for changes in and about a stream.
- During this Phase I ESA, Ausenco observed some above ground storage tanks inferred to be used for fuel storage. The *Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations* apply to storage tank systems containing petroleum products on federal land. Further, the *Environmental Code of Practice for Aboveground and Underground Storage Tank Systems Petroleum Products and Allied Petroleum Products* requires registration of all storage tanks with the authority having jurisdiction – BC Ministry of Environment and Climate Change Strategy (ENV), Environmental Standards Branch or Office of the Fire Commissioner,

Minister of Public and Solicitor General, in BC. Providing all the relevant recommendations based on the requirements of the mentioned regulations and code of practice will require an audit of the tanks on the Reserve. Ausenco recommends JMC retain a qualified auditor to conduct an audit and provide recommendations to manage fuel storage tanks on the Reserve. However, to mitigate any adverse impacts to the environment in the interim, Ausenco recommends the following:

- All above ground storage tanks should be doubled walled and placed on a concrete pad with containment i.e., concrete pads with walls on all sides.
- Develop a Reserve wide emergency response plan to deal with accidental spills.
- Ensure that fuel storage tank owners have spill kits and required training to deal with spills.
- The potential presence special attention substances should be confirmed by a hazardous building material survey prior to any potential future building renovation or demolition, and handling and disposal should be conducted according to the appropriate regulations.

This Executive Summary is not intended to be a stand-alone document, but a summary of findings as described in the following Report. It is intended to be used in conjunction with the scope of services and limitations described therein.

ANNEX "E"

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

Nil

Handwritten signature and initials in the bottom right corner of the page.

ANNEX "F"

INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

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

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

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

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

Handwritten signature and initials, possibly "AR", in the bottom right corner.

ANNEX "G"

DESCRIPTION OF Yaqit ʔa·knuqli 'it LAND

The following Land Descriptions prepared by Matthew Mooy of Natural Resources Canada under First Nation Land Management are available for review online at Canada Lands Surveys Records or Yaqit ʔa·knuqli 'it Land Management Office located at 5500 Village Loop Road, Grasmere BC, V0B 1R0:

Tobacco Plains Indian Reserve No. 2 (07426) dated April 30, 2024 recorded in the Canada Lands Survey Records as FB44607 CLSR BC

