

INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT

BETWEEN

MISSANABIE CREE FIRST NATION

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA

December 13, 2024
(date for reference purposes)

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

**INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT**

BETWEEN:

MISSANABIE CREE FIRST NATION, as represented by their Chief and Council (hereinafter called the “Missanabie Cree First Nation” or the “First Nation”)

AND

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

(the “Parties”)

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

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

AND WHEREAS the First Nation has been added as a signatory to the Framework Agreement by an adhesion signed by the First Nation on July 27, 2021;

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

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

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

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

1. INTERPRETATION

1.1 In this Agreement,

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

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

"Missanabie Cree First Nation Land" means the land to which the Land Code will apply and more specifically means the reserve known as Missanabie Cree First Nation 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 Missanabie Cree First Nation, for the purpose of providing funding, during the Fiscal Year(s) identified in that agreement, for the programs and services referred to in that agreement;

“*Indian Act*” means the *Indian Act*, R.S.C. 1985, c. I-5, as amended;

“Land Code” means the Missanabie Cree First Nation Land Code, developed in accordance with clause 5 of the Framework Agreement;

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

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

- 3.3 As of the date the Land Code comes into force, the First Nation shall be responsible for, among other responsibilities identified in this Agreement and the Framework Agreement, the following:
- (a) the collection of all rents and other amounts owing, payable or accruing pursuant to any instrument granting an interest or a licence in or in relation to Missanabie Cree First Nation Land; and
 - (b) the exercise of any power and authorities, and performance of any covenants, terms and conditions, under the instruments referred to in paragraph (a) which, but for the transfer, would have been Canada's responsibility.
- 3.4 The Parties acknowledge that the transfer of administration referred to in this Agreement is subject to clauses 3.1 and 3.2 of the Framework Agreement, which addresses the applicability of the *Indian Oil and Gas Act*.

4. ACCEPTANCE OF TRANSFER OF LAND ADMINISTRATION

- 4.1 The First Nation hereby accepts the transfer of land administration described in Article 3 of this Agreement, including, without limitation, the transfer of all the rights and obligations of Canada as grantor of the interests and licences referred to in clause 3.2 of this Agreement.
- 4.2 As of the date the Land Code comes into force, and in accordance with the Framework Agreement:
- (a) the land management provisions of the *Indian Act*, as listed in clause 21 of the Framework Agreement cease to apply and Canada retains no powers and obligations in relation to Missanabie Cree First Nation Land under these provisions; and
 - (b) the First Nation shall commence administering Missanabie Cree 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 Missanabie Cree 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 Missanabie Cree First Nation's Funding Arrangement in effect

in the year in which the payment is to be made. For greater certainty, payment of Operational Funding will be subject to the terms and conditions of the Funding Arrangement into which it is incorporated.

6. TRANSFER OF MONEYS

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

7. NOTICE TO THIRD PARTIES OF TRANSFER OF ADMINISTRATION

- 7.1 Immediately following approval of the Land Code and this Agreement by the members of the First Nation, the First Nation shall give written notice (the "Notice of Transfer of Administration"), by registered mail, to each holder of an interest or a licence in or in relation to Missanabie Cree 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 Missanabie Cree First Nation Land and Canada's rights in Missanabie Cree First Nation Land, other than title, will be transferred to the First Nation effective the date the Land Code comes into force;
 - (b) the holder of the interest or licence shall pay to the First Nation, all amounts owing, payable or due under the interest or licence on or after that date; and
 - (c) as of that date, the First Nation shall be responsible for the exercise of the powers and authorities, and the performance of any covenants, terms and conditions, under that instrument which, but for the transfer of administration, would have been Canada's responsibility.
- 7.3 The Missanabie Cree First Nation shall deliver to Canada a copy of every Notice of Transfer of Administration and a copy of every acknowledgement of receipt of the Notice of Transfer of Administration received by the First Nation within 30 days of the issuance or receipt of the same.
- 7.4 The Notice obligations set out in this Article do not apply in respect of a holder of an interest or licence who is a member of the First Nation.

8. INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

8.1 As of the date the Land Code comes into force, the environmental assessment process set out in Annex "F" shall apply to projects on Missanabie Cree First Nation Land until the First Nation's environmental assessment process is developed.

9. AMENDMENTS

9.1 This Agreement may be amended by agreement of the Parties.

9.2 Any amendment to this Agreement shall be in writing and executed by the duly authorized representatives of the Parties.

10. NOTICES BETWEEN THE PARTIES

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

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

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

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

Canada:
Director, Lands, Environment and Economic Development
Indigenous Services Canada
Ontario Region
655 Bay Street, Suite 700
TORONTO ON M5G 2K4

Missanabie Cree First Nation:
Band Administrator
Missanabie Cree First Nation
174B Hwy 17B
GARDEN RIVER ON P6A 6Z1

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,
represented by the
Minister of Indigenous Services

Missanabie Cree First Nation

Minister of Indigenous Services

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

ANNEX "A"

FUNDING PROVIDED BY CANADA

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

OPERATIONAL FUNDING	
2024-2025 Fiscal Year	\$348,744 (This amount shall be prorated in accordance with paragraph (a) above) and \$100,000 - One time Transitional Funding per 1 st Fiscal Year
2025-2026 Fiscal Year	\$355,718 and \$100,000 - One time Transitional Funding per 2 nd Fiscal Year
Subsequent Fiscal Year(s)	Subject to paragraph (c) above, Operational Funding will be calculated and paid each Fiscal Year based on the Operational Funding Formula as amended from time to time.

ANNEX "B"

DETAILS FOR THE TRANSFER OF MONEYS

1. As of the 13th day of December, 2024, Canada is holding \$11.35 of revenue moneys and \$0.00 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 Missanabie Cree First Nation Land that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register are listed in reports that are available for review at the Missanabie Cree First Nation Land Management Office located at 174B Hwy 17B, Garden River, ON, P6A 6Z1:

Reserve General Abstract Report for: Missanabie Cree First Nation Reserve (10099)

Lease or Permits Report for: Missanabie Cree First Nation Reserve (10099)

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

ANNEX “D”

LIST OF ALL EXISTING INFORMATION IN CANADA’S POSSESSION RESPECTING ANY ACTUAL OR POTENTIAL ENVIRONMENTAL PROBLEMS WITH THE MISSANABIE CREE FIRST NATION LANDS

Executive Summary, Environmental Site Assessment (ESA) Phase I, prepared by Kontzamanis Graumann Smith Macmillan Inc. (KGS Group), dated December 21, 2023.

The complete Phase I Environmental Site Assessment (ESA) is available for review at the Missanabie Cree First Nation Land Management Office located at 174B Hwy 17B, Garden River, ON, P6A 6Z1.

MISSANABIE CREE FIRST NATION


Updated Phase I Environmental Site Assessment

Revision:
Final/Rev 0

KGS Group Project:
23-4173-001

Date:
December 21, 2023

PREPARED BY:



Leah B. Poliszczak
Sr. Environmental Technologist



Tony Gallo, M.Sc., P.Biol., EP
Office Manager / Environmental Dept. Head

APPROVED BY:



Jason Mann, M.Sc., P.Geo., FGC
Principal



EXECUTIVE SUMMARY

Kontzamanis Graumann Smith Macmillan Inc. (KGS Group) was contracted by the Missanabie Cree First Nation (MCFN) to complete an Updated Phase I Environmental Site Assessment (ESA) for the proposed transfer lands encompassing 38 square kilometres (15 square miles) referred to as the Candidate Lands (herein referred to as the Phase One Property). The Phase One Property is primarily a forested parcel of land found north of Dog Lake, northwest of Crooked Lake, east and southeast of Eskay Lake, and south and west of Bobtail Lake. The purpose of the Updated Phase I ESA was to determine all actual and potential environmental concerns at the Phase One Property and compare the findings to the previously conducted Phase I ESA by KGS Group in 2015.

At the time of the 2023 site reconnaissance, the Phase One Property consisted of forested land, lakes, creeks, wetlands, one community centre used by MCFN, three parcels of land used seasonally by MCFN community members, one remote residential property located to the of Island View Camp, one partially constructed cabin along the shoreline of Dog Lake, single lane access roads/trails in the northern portion of the Phase One Property, the access road to the community centre and two camp sites along the north shoreline of Dog Lake.

The site reconnaissance was conducted on July 11th and 12th, 2023. The areas of the property that were accessible were Highway 651 north of the bridge over Dog Lake, the Missanabie-Renabie Road to the Town of Missanabie, the access road to the community centre and Island View Camp and the community centre. No other areas were accessed during the site visit.

The community centre was constructed between 2009 and 2013 to the north of Dog Lake and Island View Camp and utilizes a septic tank and field for their sanitary sewer and obtains water (for non-potable use) from a groundwater well located on the adjacent property and shared with Island View Camp. The community centre does not utilize groundwater as a potable water source. Heating for the community centre is provided by a propane fired furnace. Overhead hydro and telephone transmission lines are present on the access road into the community centre and Island View Camp area and along the Missanabie-Renabie Road.

Historical uses of the Phase One Property included timber harvesting until the 1980's, fishing and hunting activities and prospecting and mining exploration investigations. Community members previously indicated that the two camp sites present on the Phase One Property are no longer in use. The 2023 site reconnaissance confirmed that there is no infrastructure at these locations.

A Phase I ESA completed by DCS Ltd. in 2009 did not find any environmental concerns on the Phase One Property; however, it did identify a location that was recorded by the Ministry of Environment (MOE) (now known as the Ministry of Environment Conservation and Parks (MECP)) as being a former landfill site. The MOE record indicated that the landfill closed in the late 1970s, however, there were no files for the landfill, community members were not aware of its existence and the GPS coordinates indicated the location was within Dog Lake.

An Updated Phase I ESA was completed by KGS Group in 2015. The Updated Phase I ESA did not identify any areas of environmental concern or significant changes from the 2009 Phase I ESA with the exception of the construction of the Community Centre. Based on information collected during the Updated Phase I ESA,

including interviews with community elders and members of the Missanabie Cree First Nation, it was determined that it was unlikely that a historical landfill site existed on the subject property east of Highway 651 and west of Island View Camp, but rather it was likely a former sand pit.

KGS Group recommended that a visit be completed at the former sand pit location in snow free conditions with photographic documentation as well as at other areas of the subject property (camp site and quarries) that were inaccessible at the time of the 2014 site reconnaissance. In addition, an archaeological assessment was recommended prior to any development on the subject property.

Summary of 2023 Environmental Findings

Based on a review of the previous Phase I ESAs completed at the Phase One Property, the following changes to Phase One Property were noted during the 2023 site reconnaissance:

- MCFN has started the development of a new road (Nolan Road) running east from Highway 651 to Island View Camp access road. Activities included with development of the road have included vegetation clearing, rock blasting and grading. Residential lots are being established along the road for future housing development.
- Five properties along the east shore of Dog Lake are being utilized for seasonal residences by MCFN community members. Two properties have been cleared of vegetation but have no development on-site. One property (Rainville) consists of a recreational trailer and 3.0 m x 3.6 m screened kitchen building. The property utilized by Marty Clement contains one recreational trailer and two cabins (approximately 20 m² and 13 m²). The seasonal use property to the south of the Clement property contains a prospector style tent (approximately 10 m x 4.5 m) with no other development.
- One community member has established a residential property within the Phase One Property approximately 800 m east of Island View Camp.
- One 4,500 L aboveground storage tank (AST) containing dyed diesel and one 200 L portable storage tank were observed near the intersection of Missanabie-Renabie Road and Renabie Road. Soil staining was observed at the AST location.
- Soil staining was observed at the location of a tractor stored on a seasonal use property utilized by community member Jutta Horn.

Potentially Contaminating Activities

Based on the results of the records review and site reconnaissance, one potentially contaminating activity (PCAs) was identified on the Phase One Property and one in the Phase One Study Area:

- Gasoline and Associated Products Storage in Fixed Tanks associated with the 4,500 L and portable storage tanks located near the intersection of Missanabie-Renabie Road and Renabie Road and the ASTs located at Island View Camp.

Area of Potential Environmental Concern

Based on the results of the Phase I ESA, two areas of potential environmental concern (APECs) was identified on the Phase One Property.

AREAS OF POTENTIAL ENVIRONMENTAL CONCERN

Area of Potential Environmental Concern (APEC)	Location	Potentially Contaminating Activity	Contaminants of Concern and Media Potentially Impacted
APEC #1 – (On-site) Two ASTs (diesel, gas/diesel).	West side of the Phase One Property (at the intersection of Missanabie-Renabie Road and Renabie Road).	Existing storage and use of petroleum products and processing of vehicles and equipment. Visible surface staining.	Petroleum hydrocarbons (PHC) and Polycyclic Aromatic Hydrocarbons (PAHs) in soil.
APEC #2 – (On-site) Soil Staining in the area of a tractor	Rainville / Horn property.	Petroleum hydrocarbon staining visible	PHC in soil.

Other Issues / Concerns

Other issues and potential concerns identified at the Phase One Property included the potential for ozone-depleting substances to be present in refrigeration units observed during the 2023 site reconnaissance. These substances do not pose an environmental or human health concern at the present time, but do however, require proper inventory, management and/or disposal upon removal and disposal.

Recommendations

Based on the findings of the Phase I ESA completed at the Phase One Property in 2023, KGS Group makes the following recommendations:

- Secondary containment should be installed at the 4,500 L AST used to refuel on-site equipment associated with the property being developed near the intersection of Missanabie-Renabie Road and Renabie Road.
- All areas of surface staining (APEC#1 and seasonal property use areas) should be removed, and confirmatory soil samples should be obtained from the surficial soil. Soil samples should be submitted for laboratory analysis of benzene, toluene, ethylbenzene and total xylenes (BTEX), PHC fractions F1-F4 and Polycyclic Aromatic Hydrocarbons (PAHs).

ANNEX “E”

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

- Not Applicable

ANNEX "F"

INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

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

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

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

- 5) If a project on First Nation land is also subject to a federal or provincial environmental assessment process, the First Nation must make its own determination in accordance with Section 3 above, but may:
- a. agree with the Province, Canada, or both on a harmonized environmental assessment process appropriate to that project, taking into account the Framework Agreement's principle that the First Nation's environmental assessment process be used where a federal environmental assessment is required; or
 - b. use the environmental assessment completed by the Province, Canada, or both, in substitution for undertaking a First Nation-led environmental assessment process.

ANNEX “G”

DESCRIPTION OF MISSANABIE CREE FIRST NATION LAND

The following Land Description, prepared by Kent Campbell, OLS, CLS of Natural Resources Canada under First Nation Land Management, is available for review online at Canada Lands Surveys Records, and at the Missanabie Cree First Nation Land Management Office located at 174B Hwy 17B, Garden River, ON, P6A 6Z1:

Missanabie Cree First Nation Reserve (10099) – Canada Lands Survey Record – FB 44422