

INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT

BETWEEN

PEGUIS FIRST NATION

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA

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 AND TREATY ONE DESIGNATED FUNDS 6

6. NO TRANSFER OF MONEYS..... 6

7. NOTICE TO THIRD PARTIES OF TRANSFER OF ADMINISTRATION..... 7

8. INTERIM ENVIRONMENTAL ASSESSMENT PROCESS..... 7

9. AMENDMENTS..... 7

10. NOTICES BETWEEN THE PARTIES 8

11. DISPUTE RESOLUTION 9

12. DATE OF COMING INTO FORCE.....9

SIGNATURE
BLOCK.....10

ANNEX "A" - FUNDING PROVIDED BY CANADA 11

ANNEX "B" - DETAILS FOR THE TRANSFER OF MONEYS..... 12

ANNEX "C" - LIST OF INTERESTS AND LICENCES GRANTED
BY CANADA..... 13

ANNEX "D" - LIST OF ALL EXISTING INFORMATION IN CANADA'S
POSSESSION RESPECTING THE ENVIRONMENTAL STATUS OF THE TREATY
ONE LANDS.....14

ANNEX "E" - LIST OF OTHER INFORMATION PROVIDED BY
CANADA THAT MATERIALLY AFFECTS INTERESTS AND LICENCES 17

ANNEX "F" - INTERIM ENVIRONMENTAL ASSESSMENT PROCESS..... 18

ANNEX "G" - DESCRIPTION OF TREATY ONE LANDS..... 20

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

**INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT**

BETWEEN:

PEGUIS FIRST NATION, as represented by their Chief and Council
(hereinafter called the "Peguis First Nation")

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA, (hereinafter called
"Canada") as represented by the Minister of Indigenous Services
Canada (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 Peguis First Nation has been added as a signatory to the
Framework Agreement by an adhesion signed by the First Nation on June 4th, 2021
and Canada on July 20th, 2021;

AND WHEREAS the First Nation and Canada wish to provide for the assumption by
the First Nation of its joint responsibility for the administration of Treaty One Lands 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;

"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 Peguis 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;

"Joint Reserve Land Code" means the Treaty One Joint Reserve Land Code for Peguis First Nation, developed in accordance with clause 5 of the Framework Agreement;

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

"Operational Funding" means the resources to be provided by Canada to the Peguis First Nation pursuant to clause 30.1 of the Framework Agreement to manage Treaty One Lands and make, administer and enforce its laws under a Joint Reserve 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;

"Treaty One Designated Funds" means the Operational Funding received by the Peguis First Nation to be transferred by the Peguis First Nation as set out in Section 5.3 of this Agreement;



“Treaty One Lands” means the land to which the Treaty One Joint Reserve Land Code will apply and more specifically means the joint reserve consisting of Naawi-Oodena (A), Naawi-Oodena (B), Naawi-Oodena (C), Naawi-Oodena (D) and Naawi-Oodena (E), 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;

“Treaty One First Nations” means the Brokenhead Ojibway Nation, Long Plain First Nation, Peguis First Nation, Roseau River Anishinabe First Nation, Sagkeeng First Nation, Sandy Bay Ojibway First Nation and Swan Lake First Nation and where the context requires the other six (6) First Nations excepting out the Peguis First Nation; and

“Treaty One First Nations Governance and Management Agreement” means the agreement dated September 22, 2022 (or as amended from time to time) between the seven (7) Treaty One Signatory Nations, including the Peguis First Nation, that sets out a uniform set of rules and procedures for management of the Treaty One Lands joint reserve.

- 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 Peguis 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 Treaty One Lands 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 Treaty One Lands; 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 Peguis 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 Treaty One Joint Reserve Land Code comes into force, the Peguis First Nation shall have the power to jointly manage the Treaty One Lands in accordance with clause 12 of the Framework Agreement, and pursuant to the terms and conditions of the Treaty One First Nations Governance and Management Agreement.
- 3.2 As provided in subsection 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 Treaty One Lands that exist on the coming into force of the Treaty One Joint Reserve Land Code shall be transferred to be held jointly by the Treaty One First Nations on the coming into force of the Treaty One Joint Reserve Land Code.
- 3.3 As of the date the Treaty One Joint Reserve Land Code comes into force, the Peguis First Nation, jointly with the Treaty One First Nations, shall be responsible for, among other responsibilities identified in this Agreement, the Framework Agreement, the Act and the Treaty One First Nation Governance and Management 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 Treaty One Lands; 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 Peguis First Nation, acknowledging that the Treaty One Lands are held jointly between all Treaty One First Nations, hereby jointly accepts, with the Treaty One First Nations 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 Joint Reserve 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 Treaty One Lands under these provisions; and
 - (b) the Treaty One First Nations shall commence jointly administering the Treaty One Lands pursuant to the Joint Reserve Land Code and pursuant to the terms and conditions of the Treaty One First Nations Governance and Management Agreement.

5. OPERATIONAL FUNDING AND TREATY ONE DESIGNATED FUNDS

- 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 Peguis 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 Peguis 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.
- 5.3 The Peguis First Nation acknowledges that it has a one-seventh (1/7th) interest in the Treaty One Lands and agrees that it will transfer to the Treaty One Nations Inc. (or any other 100% Treaty One First Nations wholly owned entity as identified by Treaty One First Nations) in care of the Treaty One First Nation's treasury board, all funds received under this Agreement earmarked for the Treaty One Lands ("**Treaty One Designated Funds**"), as soon as practicable following receipt of such funds. For greater certainty, the Treaty One Designated Funds will only include those funds that are earmarked by the parties for the Treaty One Lands either by way of any existing or future individual agreements or by amendment to any existing individual agreements between each of the Treaty One First Nations and Canada. Peguis First Nation shall not amend this Agreement to divert any of its Treaty One Designated Funds without the agreement of all Treaty One First Nations.

6. NO TRANSFER OF MONEYS

- 6.1 The parties acknowledge that the Treaty One Lands are new Indian Reserve lands and that there are no revenue and capital monies to be transferred under this Agreement.

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7. NOTICE TO THIRD PARTIES OF TRANSFER OF ADMINISTRATION

- 7.1 Immediately following approval of the Joint Reserve Land Code and this Agreement by the members of the Peguis First Nation, the Peguis 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 Treaty One Lands that is listed or referred to in Annex "C".
- 7.2 The Notice of Transfer of Administration shall state that:
- (a) the administration of Treaty One Lands and Canada's rights in Treaty One Lands, other than title, will be jointly transferred to the Treaty One First Nations effective the date the Joint Reserve Land Code comes into force;
 - (b) the holder of the interest or licence shall pay to the Treaty One First Nations, all amounts owing, payable or due under the interest or licence on or after that date; and
 - (c) as of that date, the Peguis First Nation shall be jointly responsible with the Treaty One First Nations 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 Peguis First Nation or the Treaty One First Nations 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 or the Treaty One First Nations 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 Peguis First Nation.

8. INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

- 8.1 As of the date the Joint Reserve Land Code comes into force, the environmental assessment process set out in Annex "F" shall apply to projects on Treaty One Lands until the Treaty One First Nations' environmental assessment process is developed.

9. AMENDMENTS

- 9.1 No amendments shall occur to this Agreement that will contradict the shared rights, privileges and interests of the other Treaty One First Nations.
- 9.2 Any amendment to this Agreement shall be in writing and executed by the duly



authorized representatives of the Parties.

- 9.3 This Agreement may only be amended by agreement of the Parties in a manner consistent with and approved by the Treaty One First Nations under the terms of the Treaty One First Nation Governance and Management Agreement.

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:
Manager, Lands Operations Unit
Indigenous Services Canada, Manitoba Region
365 Hargrave Street,
Winnipeg, MB R3B 3A3
Fax: (204) 983-2936

Peguis First Nation:
Chief and Council
P.O Box 10
Peguis, MB,
R0C 3J0
Fax: (204) 645-2360

Treaty One First Nations
c/o Treaty One Development Corporation
Suite 103-1075 Portage Ave
1075 Portage Avenue Indian Reserve
Winnipeg, MB, R3G 0R8



11. DISPUTE RESOLUTION

- 11.1 For the purposes of the Treaty One Lands, any disputes between Peguis First Nation and any of the other Treaty One First Nations, shall be governed by and resolved pursuant to the Treaty One First Nations Governance and Management Agreement.
- 11.2 For greater certainty, subject to clause 11.1, only those disputes arising from the interpretation or application of the terms of this Agreement to the Peguis First Nation 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 Peguis First Nation have voted to approve the Joint Reserve 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 Joint Reserve Land Code into force and that the Peguis First Nation is not an operational First Nation under First Nation Land Management until the Joint Reserve Land Code comes into force in accordance with the provisions of the Joint Reserve Land Code, and of the Framework Agreement.
- 12.4 The Peguis First Nation further acknowledges that the Joint Reserve Land Code under the First Nation Land Management shall only come into force if all the Treaty One First Nations have voted in favour of the Joint Reserve Land Code and have approved or amended their own Individual Agreement on First Nation Land Management for the purposes of administering and managing the Treaty One Lands.

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IN WITNESS WHEREOF, the duly authorized representatives of the First Nation have signed this Agreement on behalf of the First Nation on _____, 20__, and the Minister of Indigenous Services Canada has signed this Agreement on behalf of 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
Canada

Peguis First Nation



Chief


Minister of Indigenous Services
Canada



Councillor



Councillor



Councillor

Councillor

Councillor

ANNEX "A"

FUNDING PROVIDED BY CANADA

- (a) The amount of Operational Funding by Fiscal Year is shown in the table below. The amount shall be prorated based on the number of months from the date the Joint Reserve Land Code comes into force to the end of the Fiscal Year, and the Peguis First Nation shall be paid this prorated amount within the respective Fiscal Year. Transitional Funding will be provided for the year the Joint Reserve Land Code comes into force and for the subsequent Fiscal Year, as shown in the table below.
- (b) Operational Funding will increase annually as per the Memorandum of Understanding between Canada and the Lands Advisory Board Resource Centre.
- (c) Subject to appropriation by Parliament and the approval of the Treasury Board of Canada, Operational Funding for Fiscal Years after March 31, 2023, will be calculated and provided in accordance with the Operational Funding Formula as amended from time to time.

OPERATIONAL FUNDING	
2022-2023 Fiscal Year	Approximately \$40,473.29 or 1/7 th of \$283,313.
2023-2024 Fiscal Year	Refer to Annex A (c)
Subsequent Fiscal Year(s)	Refer to Annex A (c)

TRANSITIONAL FUNDING	
2022-2023 Fiscal Year	Approximately 10,714.29 or 1/7 th of \$75,000. – One-time Transitional Funding per 2 nd Fiscal Year
2023-2024 Fiscal Year	Approximately 10,714.29 or 1/7 th of \$75,000. – One-time Transitional Funding per 2 nd Fiscal Year

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ANNEX "B"

DETAILS FOR THE TRANSFER OF MONEYS

Peguis First Nation acknowledges (as per Clause 6.1 of this Agreement) that there are no monies payable or transferrable to the Peguis First Nation by Canada under this Agreement.

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ANNEX "C"

LIST OF INTERESTS AND LICENCES GRANTED BY CANADA

All interests and licences granted by Canada in or in relation to the Treaty One Lands that are recorded in the Reserve Land Register and are listed in reports that are available for review at the Treaty One Lands Land Management Office located at:

Treaty One Development Corporation
Suite 103-1075 Portage Ave
1075 Portage Avenue Indian Reserve
Winnipeg, MB, R3G 0R8

Reserve General Abstract Reports for:
Naawi-Oodena - 10216

Lawful Possessors Reports for:
Naawi-Oodena - 10216

Lease or Permits Reports for:
Naawi-Oodena - 10216

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

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ANNEX "D"

LIST OF ALL EXISTING INFORMATION IN CANADA'S POSSESSION RESPECTING THE ENVIRONMENTAL STATUS OF THE TREATY ONE LANDS

Here is a listing of the reports, including the final report from December 2021 (which includes all previous reports), all of which have been previously provided to and received by the Treaty One First Nations:

Stantec Consulting Ltd. – Environmental Disclosure Report, Former Kapyong Barracks, Winnipeg, Manitoba. December 2021.

2009 Kapyong Barracks Environmental Disclosure Report, Defence Construction Canada, April 2009 (including Annexes 1 to 16)

Franz Environmental Inc. – Phase I Environmental Site Assessment, Kapyong Barracks Winnipeg, Manitoba. February 2014.

Arcadis Canada Inc. (Arcadis) – Kapyong Data Gap Analysis, Winnipeg, Manitoba. November 30, 2016.

Stantec Consulting Ltd. – Supplemental Environmental Investigation. Kapyong Barracks, Winnipeg, Manitoba. March 21, 2018.

Stantec Consulting Ltd. – Follow-up Environmental Investigation, Kapyong Barracks, Winnipeg, Manitoba. December 21, 2018.

Stantec Consulting Ltd. – Remediation Summary Report – APEC24, Kapyong Barracks, Winnipeg, Manitoba. December 8, 2021.

Stantec Consulting Ltd. – Remediation Summary Report – Area C1, Kapyong Barracks, Winnipeg, Manitoba. December 8, 2021.

Stantec Consulting Ltd. – Remediation Summary Report – Transformer Pedestal, Kapyong Barracks, Winnipeg, Manitoba. December 8, 2021.

Stantec Consulting Ltd. – Remediation Summary Report – APEC C-III, Kapyong Barracks, Winnipeg, Manitoba. December 8, 2021.

Stantec Consulting Ltd. – Test Pitting Investigation Program, Building Area C, Kapyong Barracks, Winnipeg, Manitoba. December 8, 2021.



BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "from our Band Funds" / "des fonds de notre bande" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les mots "des fonds de notre bande" / "capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

					Cash free balance - Solde disponible	
The council of the Le conseil de	PEGUIS FIRST NATION				Capital account Compte capital	\$
Date of duly convened meeting Date de l'assemblée dument convoquée	* D-J	M	Y-A	Province	Revenue account Compte revenu	\$
	2 0	0 9	2 2	MANITOBA		

DO HEREBY RESOLVE:
DECIDE, PAR LES PRESENTES:

The council of Peguis First Nation

WHEREAS: Canada and the First Nation as part of the Treaty One First Nations ("TOFN") have entered into a Comprehensive Settlement Agreement ("CSA") dated August 30, 2019;

AND WHEREAS: As part of the CSA, Canada has agreed to transfer to the TOFN a portion of the lands under the Administration and Control of the Department of Defence ("DND") which are commonly known as the Kapyong Barracks.

AND WHEREAS: The TOFN has advised Canada that they wish to refer to the lands they will be receiving as "Naawi-Oodena";

AND WHEREAS: "Naawi-Oodena" is legally described as:

In the Province of Manitoba and being:

Parcel A:
Lots 23, 24, 25, and 26

Parcel B:
Lots 29, 30, 31, 32, 33, and 34

Parcel C:
Lot 19

Parcel D:
Lots 12, 15, and 16

Parcel E:
Lots 1, 2, 3, 5, 6, and 7

which lots are shown on a Plan of Subdivision in part of River Lots 60, 61, 62, and 63, Parish of St. Boniface, and River Lots 1, 2, 3, and 4 Parish of St. Charles, registered in the Winnipeg Land Titles Office as Plan Number 70135 and recorded in the Canada Lands Surveys Records as Number 111319;

including all Crown mines and minerals (precious and base) and royalties derived therefrom and all other estates, rights and interests of the Crown impliedly reserved to the Crown under The Crown Lands Act (Manitoba);

said described land containing 40.23 hectares (99.41 acres), more or less.

AND WHEREAS: It is understood that the approach of Canada is to support completion of a Phase I Environmental Site Assessment (ESA) prior to a community-ratification vote on a First Nation's proposed *Individual Agreement on First Nations Land Management* in order to:

- Provide the First Nation and Canada with a snapshot of the existing environmental conditions of the First Nation's reserve lands at a particular point in time and recommendations for further study (e.g. areas to be included in a Phase II ESA), prior to the change in land management jurisdiction from Canada to the First Nation
- Support fulfilment of section 6.3 (b) of the *Framework Agreement on First Nation Land Management*.
 - 6.3 The Minister will provide... (b) All existing information, in Canada's possession, respecting any actual or potential environmental problems with the proposed First Nation land

AND WHEREAS: An Environmental Description Report ("EDR") has been completed and provided to Peguis First Nation as part of TOFN;

AND WHEREAS: The EDR is part of the Environmental Disclosure Agreement signed by Department of National Defence (DND) and TOFN as required under the CSA;



Indian and Northern
Affairs Canada

Affaires indiennes
et du Nord Canada

BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE

Chronological no. - Nécessaire
FY 2022/2023 - 67
File reference no. - NE de référence du dossier
Acceptance of EDR for Phase 1 ESA -
Pg. 2 of 2.

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
NOTA: Les Mots "des fonds de notre bande" "capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

				Cash free balance - Solde disponible	
The council of the Le conseil de	PEGUIS FIRST NATION			Capital account Compte capital	\$
Date of duly convened meeting Date de l'assemblée dument convoquée	+ D-J	M	Y-A	Province	Revenue account Compte revenu
	2 0	0 9	2 2	MANITOBA	\$

DO HEREBY RESOLVE:
DECIDE, PAR LES PRESENTES:

THEREFORE BE IT RESOLVED THAT, We, the Chief and Council of the Peguis First Nation, on behalf of the Peguis First Nation, hereby confirm:

1. that the First Nation has received the EDR;
2. that the First Nation has had an opportunity to review and understand the contents of the EDR;
3. that the First Nation does not wish to undertake an additional Phase I ESA for First Nation Land Management for the development of Peguis First Nation Individual Agreement pertaining to Naawi-Oodena and wishes instead to rely upon the information related to the environmental condition of Naawi-Oodena as set out in the Environmental Description Report; and
4. that no additional Phase 1 ESA is required to fulfil the Peguis First Nation's *Individual Agreement on First Nation Lands Management*.

Quorum: Four (4)

Chief Glenn Hudson

Councillor Mary Tyler Bear

Councillor Wade Sutherland

Councillor Glenis Sutherland

Councillor Martin Favel

Councillor Kelvin Wilson

ANNEX "E"

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

NIL

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ANNEX "F"

INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

The Framework Agreement specifies that the Peguis First Nation and the Minister will address in the Individual Agreement how to conduct environmental assessments on Treaty One Lands on an interim basis until the Treaty One First Nations' environmental assessment process is developed. This Annex describes that the interim environmental assessment that will apply on the Treaty One Lands to be managed by the Treaty One First Nations under their Joint Reserve Land Code as described in this Agreement.

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 Treaty One First Nations 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 Treaty One First Nations must conduct an environmental assessment of a proposed project, the Treaty One First Nations shall ensure that the environmental assessment is carried out in the early planning stages of the project, before the Treaty One First Nations make a decision about proceeding with the project (i.e. approve, regulate, fund or undertake the project). The environmental assessment shall be conducted at the expense of the Treaty One First Nations or proponent of the project.
- 3) The Treaty One First Nations shall not approve, regulate, fund, or undertake the project unless the Treaty One First Nations have determined that the project is unlikely to cause any significant adverse environmental ~~effects~~ or 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 Treaty One First Nations approve, regulate, fund, or undertake the project, the Treaty One First Nations shall ensure that all identified mitigation measures are implemented. The Treaty One First Nations may implement those mitigation measures at their expense or must ensure that a third party will do so under direction from the Treaty One First Nations. The Treaty One First Nations shall also consider whether a follow-up program is necessary to

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ensure long term implementation of mitigation measures for the project.

- 5) If a project on the Treaty One Lands is also subject to a federal or provincial environmental assessment process, the Treaty One First Nations, the Province and Canada may agree on a process appropriate to that project, taking into account the goals of harmonization and using the Treaty One First Nations' process where appropriate, as described in the Framework Agreement.
- 6) If applicable, the Treaty One First Nations may choose to use an environmental assessment completed by Canada, but are still required to make their own determination with respect to the project.

Handwritten signatures in blue ink, including a large stylized signature, a smaller signature, and a signature that appears to be 'M. Jones'.

ANNEX "G"

DESCRIPTION OF TREATY ONE LANDS

Naawi-Oodena

Parcel A:

Lots 23, 24, 25, and 26

Parcel B:

Lots 29, 30, 31, 32, 33, and 34

Parcel C:

Lot 19

Parcel D:

Lots 12, 15, and 16

Parcel E:

Lots 1, 2, 3, 5, 6, and 7

which lots are shown on a Plan of Subdivision in part of River Lots 60, 61, 62, and 63, Parish of St. Boniface, and River Lots 1, 2, 3, and 4 Parish of St. Charles, registered in the Winnipeg Land Titles Office as Plan Number 70135 and recorded in the Canada Lands Surveys Records as Number 111319;

including all mines and minerals;

said described land containing 40.2 hectares (99.41 acres), more or less.

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