

INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT

BETWEEN

PEERLESS TROUT FIRST NATION

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:

PEERLESS TROUT FIRST NATION, as represented by their Chief and Council (hereinafter called the "Peerless Trout 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 February 11, 2021;

AND WHEREAS the First Nation and Canada wish to provide for the assumption by the First Nation of responsibility for the administration of Peerless Trout 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;

"Peerless Trout First Nation Land" means the land to which the Land Code will apply and more specifically means the reserve known as Peerless Trout Indian Reserve No. 238 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 Peerless Trout 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 Peerless Trout 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 Peerless Trout 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 Peerless Trout 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 Peerless Trout 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 Peerless Trout 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 Peerless Trout 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 Peerless Trout 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 Peerless Trout First Nation Land under these provisions; and
 - (b) the First Nation shall commence administering Peerless Trout 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 Peerless Trout 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 Peerless Trout 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 Peerless Trout 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 Peerless Trout First Nation Land and Canada's rights in Peerless Trout 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 Peerless Trout 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 Peerless Trout 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, Brent Henry
Lands, Environment and Economic Development Directorate
Indigenous Services Canada
Alberta Region

630 Canada Place
9700 Jasper Ave
Edmonton, AB
T5J 4G2
Fax: 780-495-4088

Peerless Trout First Nation:

Chief and Council
PO Box 128, Peerless Lake, AB
T0G 2W0
Fax: (780) 869-2849

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

Peerless Trout First Nation

Chief _____

Minister of Indigenous Services

Councillor _____

Councillor _____

Councillor _____

Councillor _____

GO

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 11th day of January, 2024, Canada is holding \$0 of revenue moneys and \$0 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

At the date of the signing of this Individual Agreement, there are no interests and licences granted by Canada in or in relation to the Peerless Trout First Nation Land that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register.

ANNEX "D"

LIST OF ALL EXISTING INFORMATION IN CANADA'S POSSESSION RESPECTING ANY ACTUAL OR POTENTIAL ENVIRONMENTAL PROBLEMS WITH THE PEERLESS TROUT FIRST NATION LANDS

1. Executive Summary. Phase 1 Environmental Impact Assessment, Reserve No. 238 dated June 23, 2023 prepared by Associated Environmental Consultants Inc. The full report is available for review at the Peerless Trout First Nation Administration Office located at Peerless Lake, Alberta T0G 2W0.

EXECUTIVE SUMMARY

Peerless Trout First Nation (PTFN), with the support of Indigenous Services Canada (ISC) and the Lands Advisory Board Resource Centre (LABRC), retained Associated Environmental Consultants Inc. (Associated) to conduct a Phase I Environmental Site Assessment (ESA) for PTFN Reserve No. 238 (Project Area). The assessment is a requirement of the First Nations Land Management process to determine the environmental condition within the reserve as part of a transfer of administration from the Government of Canada to Peerless Trout First Nation.

The Project Area is located within the Municipal District of Opportunity No. 17, west of Highway 686 and adjacent to Peerless Lake and Trout Lake (also known as Graham Lake). The Project Area and surrounding land use are characterized by natural land use, residential areas, and minor industrial land use (i.e., wellsites). The Project Area is 3,553 hectares (ha) in size and is largely inaccessible by vehicle or on foot. Therefore, a helicopter was used to access remote areas.

Associated acknowledges that the Project Area is located on Treaty 8 land - the ancestral and traditional territory of the Cree, Dene, and Metis. The lands referred to herein are relied upon and highly valued by local peoples for their livelihood.

This Phase I ESA was conducted in general accordance with the Canadian Standards Association (CSA 2022) Z768-01-R2022 - Phase I Environmental Assessment. The objectives of the Phase I ESA were to:

- Identify areas of potential environmental concern (APECs) and areas of environmental concern (AECs);
- Identify the associated potential contaminants of concern (PCOCs); and
- Determine the potential for soil, surface water, and/or groundwater contamination in the Project Area.

To accomplish this, Associated reviewed historical records, conducted a group meetings with PTFN community members, conducted a site inspection of the Project Area between September 7 and 10, 2022, and collected limited soil samples for field screening at locations suspected of being impacted.

This assessment only includes detailed review of reports and site inspections of locations within 500 m of the Project Area. Other locations were identified during site reconnaissance that may have environmental impacts and are listed in the report. Detailed assessment and reporting of locations greater than 500 m from the Project Area were outside the scope of this assignment.

Based on the Phase I ESA results, there is **moderate**¹ potential that current or past activities within the Project Area have led to significant soil, surface water, and/or groundwater contamination within portions of the Project Area. Past and present land use at neighbouring sites, the positions of these sites relative to the Project Area with respect to inferred groundwater flow, and their respective distances from the Project Area indicate high¹ potential for environmental risk to the Project Area. The Project Area reconnaissance, which included an inspection and interviews, supports this conclusion.

¹ **High potential** means there is either physical or visual/olfactory evidence or very recent factual evidence of contamination on Project Area. **Moderate potential** means there is evidence of past or current land uses or infrastructure with potential to release contaminant/s into the environment. **Low potential** means there is little or no evidence of sources of contamination.

The APECs with the most evident signs of contamination are above-ground storage tanks (ASTs) or wellsites. Sources of contamination include leaks and spills, and the associated PCOCs including benzene, toluene, ethylbenzene, xylenes (BTEX), petroleum hydrocarbons (PHC) fractions F1-F4, polycyclic aromatic hydrocarbons (PAH), volatile organic carbons (VOC), salinity and metals. The PCOCs associated with abandoned or stored vehicles include PHC F1-F4, PAH, and metals. Domestic waste and illegal dumping areas have a wide range of PCOCs depending on the type of waste dumped, including but not limited to PHC F1-F4, PAH, metals, and salts.

Historical reports identified a former mill/gas station (locally referred to as Lakelands) to have hydrocarbon impacted soil. This location is within 50 m of the Project Area and is considered an AEC.

The Canadian Council of Ministers of the Environment (CCME) National Classification System for Contaminated Sites (NCSCS) score for the Project Area is **Class INS – Insufficient Information**. Obtaining soil, surface water and/or groundwater quality data will confirm the presence or absence of potential contamination and lead to a more accurate rating.

Table 1 provides a summary of AECs and APECs within 500 m of the Project Area.

The findings within this report are considered relevant up to April 2023, the first issuance of the report. Report revisions 1 and 2 were changes to the recommendations of APECs 2, 3, and 4 only as requested by PTFN. Any changes that have occurred within or near the Project Area since April 2023 have not been re-assessed as it was not within Associated's scope at the time of report revisions. Revision 3 updates the findings and recommendations on wellsites 08-03-088-05 W5M and 11-35-087-05 W5M based on review of additional files obtained from the Alberta Energy Regulator.

If additional information becomes available and is deemed pertinent to this ESA, Associated requests notification of such for amendment of this report.

Table 1
Summary of AECs/APECs and Recommendations

AEC/APEC	UTM Coordinates (NAD 83 Zone 11)	Description of Potentially Contaminating Activities	Media Potentially Impacted	Recommendations
AEC 1 - Former mill/gas station (Lakelands)	E: 647054 N: 6275312 Offsite - 50 m east of Project Area (Block 2)	High potential for contamination: <ul style="list-style-type: none"> • Hydrocarbon stains in soil • Confirmed PHC F2 and F3 exceedances in soil • Multiple abandoned ASTs • Presence of soil vapours • Abandoned vehicles and debris • Abandoned buildings • Burned building, burn pile • Hydrovac dumping • Suspected UST 	Soil, groundwater BTEX, PHC F1-F4, VOC, PAH, salts, metals, and dioxins and furans	<ul style="list-style-type: none"> • Conduct a supplemental Phase II ESA to further characterize and delineate soil and groundwater impacts. • Remove and dispose of debris, old ASTs and abandoned vehicles and dispose at appropriate waste facility. • Complete a hazardous building materials assessment (HBMA). • Demolish old buildings and dispose of construction material at appropriate waste facility.
APEC 1 - Wellsite 04-09	E: 638387 N: 6276645 Offsite - 370 m south of Project Area (Block 1)	High potential for contamination: <ul style="list-style-type: none"> • Hydrocarbon stains in soil and confirmed presence of soil vapours • Drilling waste disposal details unknown • DST post-disposal oil and drilling additive NaOH equivalent concentrations exceed target • Unknown mud additives. 	Soil, groundwater BTEX, PHC F1-F4, salts, metals	<ul style="list-style-type: none"> • Approach the Orphan Well Association (OWA) and initiate Phase II ESA and remediation.
APEC 2 - Wellsite 01-16	E: 639613 N: 6278226 Offsite - 260 m north of Project Area (Block 1)	Moderate potential for contamination: <ul style="list-style-type: none"> • Drilling waste disposal details unknown. • Previous reports recommended a Phase II ESA. 	Soil, groundwater BTEX, PHC F1-F4, salts, metals	<ul style="list-style-type: none"> • Conduct Phase II ESA¹.
APEC 3 - Wellsite 08-03	E: 641580 N: 6275235 Onsite - Within Project Area (Block 1)	Moderate potential for contamination: <ul style="list-style-type: none"> • Drilling waste disposal details unknown • Unknown mud additives. 	Soil, groundwater BTEX PHC F1-F4, salts, metals	<ul style="list-style-type: none"> • Conduct Phase II ESA¹.

AEC/APEC	UTM Coordinates (NAD 83 Zone 11)	Description of Potentially Contaminating Activities	Media Potentially Impacted	Recommendations
APEC 4 - Wellsite 11-35	E: 642364 N: 6274283 Onsite - Within Project Area (Block 1)	Moderate potential for contamination: <ul style="list-style-type: none"> • Drilling waste disposal details unknown. • Unknown mud additives. • DST post-disposal oil and drilling additive NaOH equivalent concentrations exceed target • Previous reports recommended a Phase II ESA. 	Soil, groundwater BTEX, PHC F1-F4, salts, metals	<ul style="list-style-type: none"> • Conduct Phase II ESA¹.

Notes: APEC – area of potential environmental concern; AEC – area of environmental concern; PHC – petroleum hydrocarbons; BTEX – benzene, ethylbenzene, toluene, xylenes; VOC – volatile organic compounds; PAH – polycyclic aromatic hydrocarbons.

1. Following the conclusion of this assessment, if copies of reclamation certificates are found and there are records showing appropriate actions occurred to ensure no contamination remains at the site, our recommendation that a Phase II ESA be conducted would no longer apply.

Associated understands that the Peerless Lake and Trout Lake communities will be part of reserve creation in the future. A preliminary area reconnaissance was conducted within the communities, and multiple areas with waste and abandoned vehicles were identified. These areas are not listed as APECs in this report as they are further than 500 m from the Project Area, and therefore, do not pose an environmental risk to the Project Area defined within this assessment's scope. The following areas of interest listed in Table 2 should be assessed as part of future environmental site assessments that focus on areas around the Peerless Lake and Trout Lake communities. This list is not all-inclusive and additional locations may be identified in ESAs focused on the community areas.

Table 2
Areas of Interest Near the Communities

Area of Interest	Approximate UTM Coordinates (NAD 83 Zone 11)
Peerless Lake	
gas station (Section 7.3.1)	E: 648375, N: 6283650
AST (Section 7.3.5)	E: 649163, N: 6283464
former gas station (EBA December 2008)	E: 648290, N: 6284455
former lagoon (DST Consulting Engineers Inc. March 2012d)	E: 648600, N: 6283470
closed landfill (DST Consulting Engineers Inc. March 2012a)	E: 649200, N: 6283855
closed landfill/transfer station (DST Consulting Engineers Inc. March 2012b)	E: 648800, N: 6284070
UMA Site #3 DST Consulting Engineers Inc. March 2012c)	E: 649040, N: 6284000
Telus tower (Figure 2-2; Section 7.3.1)	E: 648435, N: 6284520
wellsite/dumping area (EGE Engineering Ltd. February 2013)	E: 649615, N: 6287560
Trout Lake	
Trout Lake former lumber mill (Figure 2-3; Sections 6 and 7.3.1)	E: 650868, N: 6262591
Trout Lake dumping area/former landfill (Figure 2-3; Section 7.3.6)	E: 650401, N: 6264323
ASTs (Section 7.3.5)	E: 650057, N: 6264920
transfer station (Figure 2-3; Section 7.3.1)	E: 650410, N: 6264993
former lagoon (Figure 2-3; Section 7.3.1)	E: 650050, N: 6267275
old ATCO power plant (Figure 2-3)	E: 650440, N: 6263925
former fuel cache (Figure 2-3; Section 7.3.1)	E: 650480, N: 6264170
abandoned vehicles (Section 7.3.9)	E 650835, N: 6264010
store/former gas station (Figure 2-3; Section 7.3.5)	E: 650450, N: 6263965
former Hudson's Bay trading post/ former church (Figure 2-3; Section 7.3.1)	E: 650595, N: 6263720
former Hudson's Bay trading post (Figure 2-3; Section 7.3.1)	E: 650155, N: 6263965
burned down school (Figure 2-3; Section 7.3.1)	E: 650945, N: 6263620

ANNEX "E"

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

None.

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 PEERLESS TROUT FIRST NATION LAND

The following Land Descriptions, prepared by Noelle Machon, CLS of the Surveyor General of Canada Lands, are available for review at the Peerless Trout First Nation Administration Office located at Peerless Lake, Alberta T0G 2W0.

- Peerless Trout Indian Reserve No. 238 – Canada Lands Survey Record FB44448

