

# INDIVIDUAL AGREEMENT SUMMARY



## **Introduction**

Lac Seul First Nation is one of a number of First Nations (FN) in Canada who is party to the *Framework Agreement on First Nation Land Management (Framework Agreement)*. The federal government is also a party to the agreement and ratified it through the *Framework Agreement on First Nation Lands Management Act, S.C. 2022, c.19, s.121*.

The *Framework Agreement* and legislation enable FNs to take control over the management and administration of their reserve lands from Indigenous Services Canada (ISC). In order to do this each FN must enter into an Individual Agreement with ISC. This Individual Agreement sets out the specifics of the transfer of management of reserve lands from Canada to the Lac Seul First Nation.

The Individual Agreement for Lac Seul First Nation is summarized as follows:

## **Section 1 – Interpretation**

This section defines the terms that are used in the Individual Agreement, including identifying the reserve lands that the Land Code will apply to.

## **Description of Lac Seul First Nation Land**

This section identifies the lands that are subject to this Individual Agreement:

Lac Seul Indian Reserve No. 28

## **Section 2 – Information Provided by Canada**

This section confirms that Canada has provided Lac Seul First Nation with all of the information in its possession regarding dispositions of reserve lands, environmental issues on reserve lands and any similar information. Land interests and dispositions are set out in “Annex C”.

The information collected during the Phase I Environmental Site Assessment (ESA) that was completed in March 2021 is summarized in “Annex D”. The environmental issues were identified in this report and an action plan for the Phase II Environmental Site Assessment is also included:

1. Lac Seul Resort – active fuel AST
2. Frenchmen’s Head (FH) O&M Garage – potential contamination from vehicle maintenance
3. FH Former bus fuel storage area – potential soil & groundwater contamination
4. FH Former Heavy Equipment storage area – 3 former ASTs & oil drums on site

5. Golden Eagle Gas Station – 2 active ASTs & 1 inactive AST; historic spill at pump island
6. FH Former Band Office shed – previously stored oil barrels
7. Current FH Landfill – active site which includes some covered landfilled areas
8. Former McKenzie Forest Products Landfill – waste of unknown composition from closed sawmill
9. Former Illegal Dumpsite 1 (FH) – waste of unknown composition, some potential buried waste
10. Former Illegal Dumpsite 2 (FH) – waste of unknown composition, some potential buried waste
11. Current Kejick Bay (KB) Landfill – active site which includes some covered landfilled areas
12. Former KB Landfill – closed site; presence of surface waste along roadway
13. Former area of Derelict Vehicles (KB) – former disposal area of derelict vehicles & household appliances
14. Former Nursing Station (KB) – historical spill at former AST, reported in 1990 and never cleaned up
15. Former Power Shed (KB) – Inactive diesel AST on site
16. Former Teacherages (KB) – former presence of 3 heating oil ASTs and reported historical spill
17. Archie's Landing – current & former ASTs with historical reported spills; former gas station on north side of site
18. Former White Pine Ridge School – impacted soil from historical diesel AST spill; previous USTs adjacent to school building
19. Former Water Treatment Plant (KB) – inactive fuel AST and drum storage
20. Former Patty's Gas Station – retail fuel outlet which operated out of 200L drums
21. Abandoned truck (KB) – impacted soil from oil pan beneath truck
22. Current Ferry Landing (KB) – reported fuel spill from fuelling truck
23. Fire Hall/O&M Property (KB) – former diesel AST; minor staining observed in front of building
24. Current Whitefish Bay (WB) Landfill - active site which includes some covered landfilled areas
25. Former WB Landfill – closed site
26. Sand and Gravel Pit Dumping Area (WB) – current presence of illegal dumping, including derelict vehicles
27. Mahkwa Outfitters – former AST and drums with documented soil impacts; fuel AST and empty drums on site
28. O&M Garage (WB) – abandoned fuel oil AST, debris around building

- 29. Sand & Gravel Pit/Shooting Range – presence of a fill mound with lead impacts
- 30. Former Illegal Dumpsite 3 (WB)
- 31. Former Illegal Dumpsite 4 (WB)

### **Section 3 – Transfer of Land Management**

This section provides that Canada will transfer the management and control of reserve lands to Lac Seul First Nation on the effective date of the Individual Agreement.

Lac Seul First Nation will assume management and control of the reserve lands and natural resources under its Land Code.

### **Section 4 – Transfer of Rights**

This section transfers all of Canada's rights, obligations, powers and authorities in or under all previous interests or licenses affecting reserve lands to Lac Seul First Nation.

### **Section 5 – Operational Funding**

This section obligates Canada to provide Lac Seul First Nation with funding and resources for managing reserve lands. The amount of funding is set out in "Annex A". The amount of operational funding is based upon a variety of factors as outlined in the Memorandum of Understanding on Funding (October 19, 2011) that would provide Lac Seul First Nation \$283,313.00 in operational funding for the first fiscal year.

### **Section 6 – Transfer of Revenues**

This section obligates Canada to transfer to Lac Seul First Nation, any monies that it holds in trust for the use and benefit of Lac Seul First Nation and any revenues it receives from Lac Seul reserve lands. Canada will transfer to Lac Seul First Nation the amount of \$103,014.62, that is currently held in the Lac Seul First Nation Revenue Account and \$86,233.60, that is currently held in the Lac Seul First Nation Capital Account. The procedures for the transfer of funds are set out in "Annex B".

### **Section 7 – Notice to Other Persons**

This section requires Lac Seul First Nation to notify any non-members who hold an interest in Lac Seul reserve land, that management of the reserve lands will be transferred to Lac Seul First Nation and that Lac Seul First Nation will collect the revenues from those interests in the future. This notice must be given within thirty days of the ratification of the Land Code, with a copy provided to Canada.

### **Section 8 – Interim Environmental Assessment Process**

This section provides that until Lac Seul First Nation establishes its own Environmental Assessment process, the Canadian Environmental Assessment Act will apply. The procedure for Environmental Assessments during this period is set out in "Annex F".

### **Sections 9 and 10 – Amendments and Notices Between the Parties**

These are standard formalities regarding the amendment of the Individual Agreement, giving formal notice and documentation.

### **Section 11 – Dispute Resolution**

This section provides that the dispute resolution provisions of the *Framework Agreement* apply to any disputes between Canada and Lac Seul First Nation regarding the Individual Agreement.

### **Section 12 – Date of Coming into Force**

This section provides that the Individual Agreement comes into force at the same time as the Lac Seul First Nation Land Code.