

INDIVIDUAL AGREEMENT  
ON  
FIRST NATION LAND MANAGEMENT

*BETWEEN*

**SKWAH**

*AND*

**HIS MAJESTY THE KING IN RIGHT OF CANADA**

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THIS AGREEMENT made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**INDIVIDUAL AGREEMENT  
ON  
FIRST NATION LAND MANAGEMENT**

**BETWEEN:**

**SKWAH**, as represented by their Chief and Council (hereinafter called the "Skwah 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 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 First Nation has been added as a signatory to the Framework Agreement by an adhesion signed by the First Nation on March 11, 2019;

**AND WHEREAS** the First Nation and Canada wish to provide for the assumption by the First Nation of responsibility for the administration of Skwah 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:

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## 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;

"Skwah First Nation Land" means the land to which the Land Code will apply and more specifically means the reserves known as Schelowat 1 (08052), Skwahla 2 (08053), Skwali 3 (08054), and Skwah 4 (08055) as described in the Land Description Reports referred to in Annex "G" and includes all the interests in and resources of the land that are within the legislative authority of Parliament, but does not include the Excluded Land;

"Excluded Land" means land excluded from the application of the Land Code pursuant to 4.1.6 of the Framework Agreement, the description of which is set out in Land Description Report(s) referred to in Annex "G";

"Fiscal Year" means Canada's fiscal year as defined in the *Financial Administration Act*, R.S.C. 1985, c. F-11, as amended;

"Framework Agreement" has the same meaning as in the Act;

"Funding Arrangement" means an agreement between Canada and the Skwah 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 Sqwá First Nation Land Code, 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 Skwah 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 Skwah 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 Skwah 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 Skwah 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 Skwah 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 Skwah 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 Skwah First Nation Land under these provisions; and
- (b) the First Nation shall commence administering Skwah 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 Skwah 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 Skwah 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.

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**6. TRANSFER OF MONEYS**

- 6.1 Following the date that the Land Code comes into force, Canada shall transfer the revenue and capital moneys referred to in clause 12.8 of the Framework Agreement to the First Nation in accordance with the provisions set out in Annex "B".
- 6.2 Revenue and capital moneys transferred pursuant to clause 6.1 shall be deposited in the First Nation's account at such financial institution as the First Nation may direct by notice in writing.
- 6.3 For greater certainty, the transfer of the revenue and capital moneys does not release the First Nation from its commitment to reimburse Canada for any amount paid as a result of a default under any loan entered into by the First Nation or any of its members and guaranteed by Canada in accordance with the terms and conditions relating to ministerial loan guarantees.

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

- 7.1 Immediately following approval of the Land Code and this Agreement by the members of the First Nation, the First Nation shall give written notice (the "Notice of Transfer of Administration"), by registered mail, to each holder of an interest or a licence in or in relation to Skwah 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 Skwah First Nation Land and Canada's rights in Skwah 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 Skwah 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.

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**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 Skwah 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 and Economic Development Sector  
Indigenous Services Canada, BC Region  
600-1138 Melville Street  
Vancouver, BC V6E 4S3

Fax: (604) 775-7149

*JM*  
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Skwah First Nation:

Chief and Council  
615 Lower Landing Road  
PO Box 178  
Chilliwack, BC V2P 6H7

Fax: (604) 792-1093

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**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.

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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

Skwah

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

\_\_\_\_\_  
Chief Lara Mussell

\_\_\_\_\_  
Councillor Eddie Gardner

\_\_\_\_\_  
Councillor Elia Julian

\_\_\_\_\_  
Councillor Alisha Peters

\_\_\_\_\_  
Councillor Sheila Stewart

\_\_\_\_\_  
Councillor Ronald Williams

\_\_\_\_\_  
Councillor Stephen Williams Sr.

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## 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 1% annually over the term of the Memorandum of Understanding, which ends March 31, 2023.
- (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	
2023-2024 Fiscal Year	<b>\$283,313.00</b> (This amount shall be prorated in accordance with paragraph (a) above) and <b>\$75,000.00</b> - One time Transitional Funding per 1 <sup>st</sup> Fiscal Year
2024-2025 Fiscal Year	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; and <b>\$75,000.00</b> - One time Transitional Funding per 2 <sup>nd</sup> 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.

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## ANNEX "B"

### DETAILS FOR THE TRANSFER OF MONEYS

1. As of the 7th day of September, 2023, Canada is holding \$26,557.81 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.

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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 Skwah 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 Skwah First Nation Land Management Office located at 615 Lower Landing Road, PO Box 178, Chilliwack, British Columbia V2P 6H7.

Reserve General Abstract Reports for:

- Schelowat 1 (08052)
- Skwahla 2 (08053)
- Skwali 3 (08054)
- Skwah 4 (08055)

Lawful Possessors Reports for:

- Schelowat 1 (08052)
- Skwahla 2 (08053)
- Skwali 3 (08054)
- Skwah 4 (08055)

Lease or Permits Reports for:

- Schelowat 1 (08052)
- Skwah 4 (08055)

The above reports identify all interests or licences granted by Canada that are registered in the Indian Lands Registry System (ILRS). The following is a list of interests granted, or to be granted, by Canada that are pending registration in the ILRS.

Upon a successful vote, Canada will execute each of the following agreements, register the instruments in the ILRS and copies will be provided to the First Nation:

- TELUS and BC Hydro Land Code Lands Permit
- TELUS and BC Hydro Excluded Lands Permit
- TELUS 098973 Supplemental Terms Amending Agreement
- TELUS 098973 Excluded Lands Permit

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**ANNEX "D"**

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

Executive Summary - Phase I Environmental Site Assessment, Skwah First Nation Reserve Lands - Prepared by Golder Associates Ltd. on January 27, 2021 (File #19132625-001-R-Rev1)

The complete Phase I Environmental Site Assessment report, prepared by Golder Associates Ltd. on January 27, 2021, is available for review at the Skwah First Nation Land Management Office located at 615 Lower Landing Road, PO Box 178, Chilliwack, British Columbia V2P 6H7.

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REPORT

# Phase I Environmental Site Assessment

## *Skwah First Nation Reserve Lands*

Submitted to:

**Skwah First Nation and Indigenous Services Canada**

SFN: Attention Maretta Beger

Skwah First Nation

PO Box 178

Chilliwack, BC V2P 6H7

ISC: Attention Denise Falconer and Chris McDonald

Submitted by:

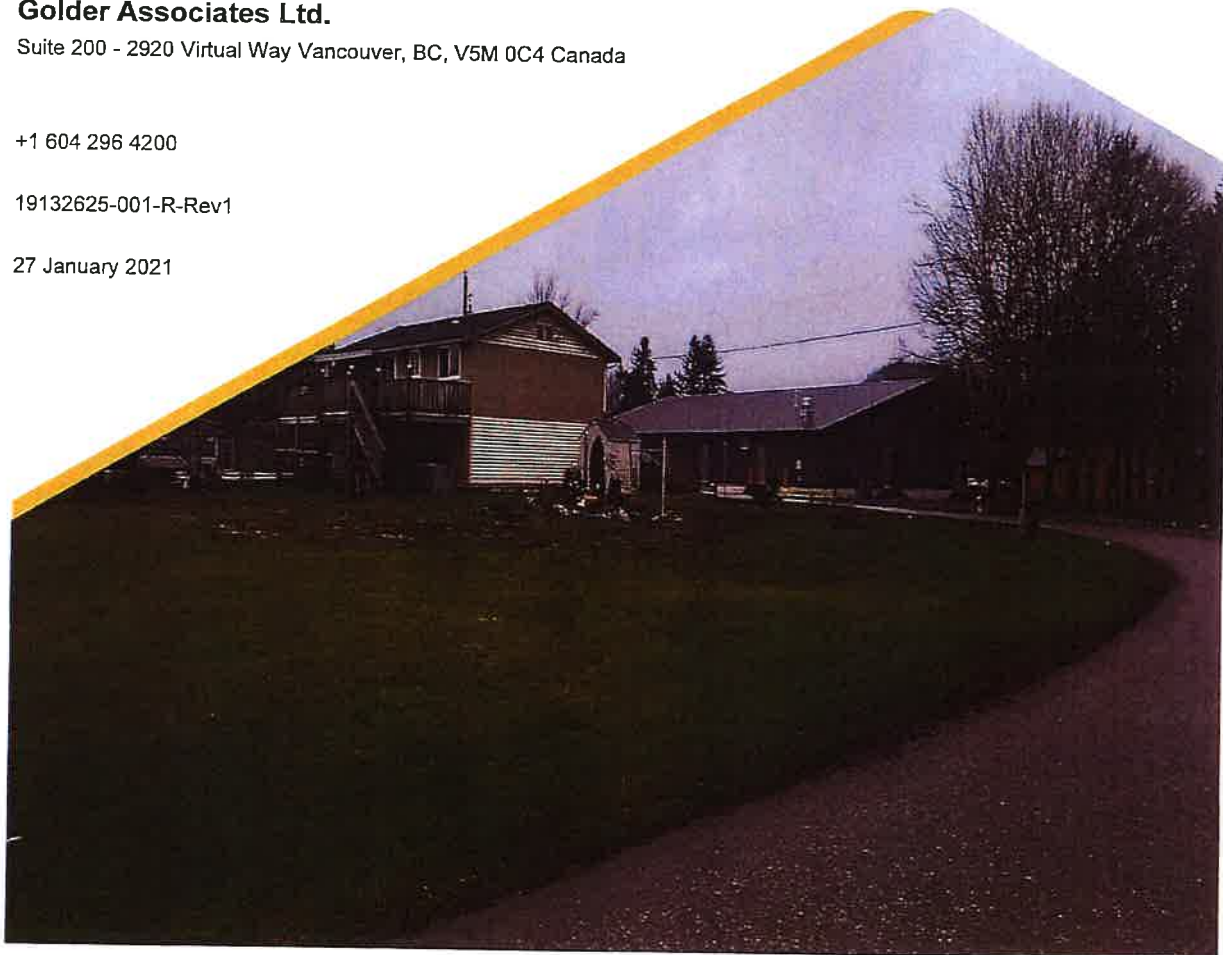
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19132625-001-R-Rev1

27 January 2021



*Handwritten initials in blue ink, possibly 'JM' and 'AM'.*



## Distribution List

eCopy - SFN

eCopy - ISC

eCopy - Golder

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## Executive Summary

Golder Associates Ltd. ("Golder") was retained by Skwah First Nation in collaboration with Indigenous Services Canada to conduct a Phase I Environmental Site Assessment of the following existing Reserve lands (also referred to as "the Site"):

- Schelowat 1
- Skwahla 2
- Skwali 3
- Skwah 4

The location, surroundings, and layout of the Reserves are shown in Figures 1 to 4.

A Joint Management Committee was established for the Phase I ESA, comprising a representative of Skwah First Nation and a representative of Indigenous Services Canada. Authorization to proceed with the assessment was provided by Lory Oberst, Director of Operations for Skwah First Nation, and the Joint Management Committee. The work was conducted in accordance with the Statement of Work that was provided by the Joint Management Committee as part of the request for proposals for a Phase I ESA at the Site.

The purpose of the assessment was to evaluate the environmental conditions of Skwah First Nation's four Reserves and to identify, insofar as possible based on readily available information and without an intrusive investigation, areas of potential environmental concern associated with present and historic activities on the Reserves, and their immediate surroundings; and associated potential contaminants of concern. Golder understands that the assessment will support the transfer of land and resource management of Skwah First Nation lands and resources from the Government of Canada, to Skwah First Nation under the First Nations Land Management Act. This is an important step toward the goal of First Nation self-governance.

Based on the information obtained as part of this assessment, Golder has identified nine areas of potential environmental concern on the Skwah First Nation Reserves. We have provided recommended actions for a Phase II Environmental Site Assessment to address these potential concerns, as summarised in the table below.

Reserve	Area of Potential Environmental Concern Reference Number	Description	PCOCs	Recommended Action
Schelawat 1	1	50375 Yale Road, Barn: Fuel storage activities within the barn may have impacted underlying soil.	<b>Soil:</b> Chemical compounds associated with gasoline or diesel fuel: including petroleum hydrocarbons, polycyclic aromatic hydrocarbons, benzene, toluene, ethylbenzene and xylene, and metals.	Collect soil samples from two hand auger locations to evaluate the quality of the soil in the area of fuel storage.
Schelawat 1	2	50375 Yale Road, Debris Pile: Treated wooden beams contain leachable wood preservative compounds that may impact underlying soil. Derelict gardening equipment may also contain small quantities of fuel and/or motor oils.	<b>Soil:</b> Wood preservatives including extractable hydrocarbons, polycyclic aromatic hydrocarbons, chlorinated phenols, benzene, toluene, ethylbenzene and xylene, and metals.	Dispose debris pile at appropriate facility and collect soil samples from two hand auger locations under the former pile to evaluate soil quality.
Schelawat 1	3	50375 Yale Road, former underground storage tank (UST) location: Current soil quality of hydrocarbon impacted soil left in place at the site of the former storage tank is unknown.	<b>Soil and Groundwater:</b> Chemical compounds associated with gasoline or diesel fuel, including: petroleum hydrocarbons, polycyclic aromatic hydrocarbons, benzene, toluene, ethylbenzene and xylene, and metals. <b>Soil Vapour:</b> Volatile fuel components including: naphthalene, benzene, toluene, ethylbenzene and xylene.	Conduct an intrusive investigation including drilling and soil sampling at three boreholes; one within the former underground storage tank footprint, and two located downgradient of the former storage tank footprint. Installation of monitoring wells in all three borehole locations and groundwater monitoring to assess the quality of groundwater in the area. Installation of soil vapour probe in location adjacent to the former storage tank and soil vapour sampling to assess potential vapour intrusion within the nearby residence.

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Reserve	Area of Potential Environmental Concern Reference Number	Description	PCOCs	Recommended Action
Skwall 3	4	Homeless encampment: Use of gas-powered generators and fuel storage without secondary containment may impact soil quality in the area.	<b>Soil:</b> Chemical compounds associated with gasoline or diesel fuel, including: extractable petroleum hydrocarbons, polycyclic aromatic hydrocarbons, benzene, toluene, ethylbenzene and xylene, and metals.	Conduct an intrusive investigation including test pitting and soil sampling at five locations to evaluate the quality of the soil within the area.
Skwah 4	5	Residence at 850 Wellington Drive: Storage of used motor oil and automotive parts on unpaved yard areas may have impacted underlying soil quality.	<b>Soil:</b> Chemical compounds associated with motor oil and solvents, including: extractable petroleum hydrocarbons, polycyclic aromatic hydrocarbons, volatile organic compounds, and metals.	Collect soil samples from two hand auger locations to evaluate the quality of the soil in the area.

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Reserve	Area of Potential Environmental Concern Reference Number	Description	PCOCs	Recommended Action
Skwah 4	6	<p>SFN Works Garage: Diesel fuel and waste oil storage without secondary containment may impact soil quality in the area. In addition, historical reports noted staining on and within the vicinity of the current diesel and waste oil ASTs. Current and historical fueling and waste oil storage operations may have impacted underlying soil quality.</p>	<p><b>Soil and Groundwater:</b> Chemical compounds associated with diesel fuel and waste oil, including: extractable petroleum hydrocarbons, polycyclic aromatic hydrocarbons, volatile organic compounds, and metals. <b>Soil Vapour:</b> Volatile organic compounds including: solvents, naphthalene, and benzene, toluene, ethylbenzene and xylene.</p>	<p>Conduct an intrusive investigation including drilling and soil sampling at two boreholes adjacent to and downgradient of the AST footprint. Installation of two monitoring wells and groundwater monitoring to assess the quality of groundwater in the area. Installation of soil vapour probe in location adjacent to the ASTs and soil vapour sampling to assess potential vapour intrusion within the nearby buildings.</p>
Skwah 4	7	<p>Mussel Crane Manufacturing: Given the duration and type of industrial activity observed at the Site (metal machining, manufacturing, and bulk chemical and fuel storage), site-wide soil and/or groundwater quality may have been impacted. In addition, at the time of the site visit, yard areas of the property were used as a storage area for waste metal cuttings. Waste metal was stored in bins with no cover. During heavy wind or rain events, waste metal may escape containment and cause soil contamination to the yard area and adjacent properties.</p>	<p><b>Soil and Groundwater:</b> Chemical compounds associated with metal machining, manufacturing and fuel storage, including: extractable petroleum hydrocarbons, polycyclic aromatic hydrocarbons, volatile organic compounds, and metals.</p>	<p>Conduct an intrusive investigation including drilling and soil sampling at six boreholes throughout the property. Installation of monitoring wells in four of the borehole locations and groundwater monitoring to assess the quality of groundwater in the area.</p>

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Reserve	Area of Potential Environmental Concern Reference Number	Description	PCOCs	Recommended Action
Skwah 4	8	South west corner of Skwah 4, FCSI 00006913: The property located in the south west corner of the Reserve is identified in the Federal Contaminated Sites Inventory as having soil and groundwater contamination. Golder understands that this Site is currently being assessed separately to this Phase I ESA, and therefore it is currently retained as an APEC for tracking purposes.	<b>Soil:</b> Extractable petroleum hydrocarbons, and metals.	Golder recommends retention of this property as an APEC until the results of the concurrent environmental investigation can be reviewed.
Schelawat 1	9	Encroachment of neighbouring poultry farm at Schelawat 1. Storage of fertilizer without secondary containment may impact soil quality in the vicinity of the concrete retaining wall.	<b>Soil and Groundwater:</b> Nitrogen and sulphur compounds and pathogens (bacteria), including ammonia, nitrite, nitrate, sulfide, total coliforms and <i>Escherichia coli</i> ( <i>E. coli</i> ).	Conduct an intrusive investigation including drilling and soil sampling at four boreholes adjacent to the concrete retaining wall. Installation of monitoring wells in the borehole locations and groundwater monitoring to assess the quality of groundwater in the area.
Skwah 4	10	North west corner of Reserve along Lower Landing Road: Stockpiling of soil of unknown quality (approximately 300 m <sup>3</sup> ) observed along the north west corner of Skwah 4, along Lower Landing Road. Based on discussion with community members, the soil was reportedly generated from the excavation of the new band gym.	<b>Soil:</b> Extractable petroleum hydrocarbons, and metals.	Bulk soil testing should be carried out to assess soil quality prior to confirming these stockpiles as an area of concern.
Skwah 4	11	Residence at south west portion of Dyke Road: Fill stockpiles (approximately 13, 9 m <sup>3</sup> to 15 m <sup>3</sup> piles) of unknown quality were identified in yard area south of residence.	<b>Soil:</b> Extractable petroleum hydrocarbons, and metals.	Bulk soil testing should be carried out to assess soil quality prior to use or disposal.

Notes: APEC = area of potential environmental concern

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Additionally, some management or best-practice recommendations are provided below for management or mitigation of potential ongoing impacts from some of the APECS listed above.

- Fill material—i.e. soil, construction waste, lumber or garbage—should not be accepted on the Reserve or moved between Reserves without consideration of origin of material, confirmation testing for soil quality, and inspections of material, among other considerations. The British Columbia First Nations' Fill Management Guide (Government of Canada, February 2018) provides further information on required management processes for acceptance of fill material.
- Conduct clean-up of surficial debris, including scrap metal, vehicles and any other abandoned equipment or debris that is present across the Site. Once this is completed, a visual assessment of surficial soil could be conducted in the vicinity of newly-cleared areas. If staining or odours are observed, surficial soil should be scraped and stockpiled. Bulk soil quality of suspect soil stockpiles should then be carried out to inform potential disposal locations at licensed facilities.
- Fuel oil aboveground storage tanks, slip-tanks, chemical and waste storage, and any other bulk liquid storage (other than water) should be stored properly within secondary containment or within suitable chemical storage cabinets.
- Chemically treated wood and any materials that are not untreated wood or forest brush should not be burned on-site, and rather should be disposed at an appropriate disposal facility off-Reserve.

In addition to the APECS presented in the table above, Golder identified three housekeeping issues. A summary of the housekeeping issues and the recommended next steps are presented in the following table.

Reserve	Housekeeping Issue	Description	Recommended Action
Skwali 3	Dumping of debris and soil	A debris pile (approximately 60 m <sup>3</sup> ) consisting of household waste and soil of unknown quality was observed at the north east corner of the Reserve. Ongoing dumping of deleterious material may impact underlying soil or groundwater quality.	If possible, household waste should be separated from soil. Waste should be disposed and soil should be bulk-tested to assess soil quality prior to confirming disposal or management options. If signs of contamination are present after removal of the debris pile, an investigation should be conducted to assess the extent of the soil and/or groundwater contamination.

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## Study Limitations

This report (the "Report") was prepared for the exclusive use of Skwah First Nation and Indigenous Services Canada for the express purpose of providing advice with respect to the environmental condition of the Site. In evaluating the site, Golder Associates Ltd. has relied in good faith on information provided by others as noted in the Report. We have assumed that the information provided is factual and accurate. We accept no responsibility for any deficiency, misstatement or inaccuracy contained in this report as a result of omissions, misinterpretations or fraudulent acts of persons interviewed or contacted.

Any use which a third party makes of this Report, or any reliance on or decisions to be made based on it, are the sole responsibility of the third parties. If a third party require reliance on this Report, written authorization from Golder is required. Golder disclaims responsibility of consequential financial effects on transactions or property values, or requirements for follow-up actions and costs.

The scope and the period of Golder's assessment are described in this Report, and are subject to restrictions, assumptions and limitations. Except as noted herein, the work was conducted in accordance with the scope of work and terms and conditions within Golder's proposal. Golder did not perform a complete assessment of all possible conditions or circumstances that may exist at the site referenced in the Report. Conditions may therefore exist which were not detected given the limited nature of the assessment Golder was retained to undertake with respect to the Site and additional environmental studies and actions may be required. In addition, it is recognized that the passage of time affects the information provided in the Report. Golder's opinions are based upon information considered at the time of the writing of the Report. It is understood that the services provided for in the scope of work allowed Golder to form no more than an opinion of the actual conditions at the Site at the time the site was visited, and cannot be used to assess the effect of any subsequent changes in any laws, regulations, the environmental quality of the site or its surroundings. Asbestos and mould surveys were not performed. If a service is not expressly indicated, do not assume it has been provided.

The results of an assessment of this nature should in no way be construed as a warranty that the Site is free from any and all contamination from past or current practices.

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## ANNEX "E"

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

- In 1879, the Province of British Columbia declared a strip of land sixty-six (66) feet wide that crosses over Lot 1 Plan 52912 and Lot 2 Plan 871 RSBC on Skwah Indian Reserve No. 4 to be public road lands. This was done by notice dated November 23, 1878, published in the BC Gazette on January 4, 1879. These lands have not been used for public road purposes since about 1894 when a flooding event occurred on the Fraser River. Canada has administered the lands as reserve lands and they are included in allotments of lawful possession.

The Minister and Skwah have agreed to request a Ministerial order for certainty of reserve status to resolve any legal uncertainty about the reserve status of this strip of land. Once the Province transfers its interest in the lands to Canada, the Minister will recommend an order for certainty of reserve status.

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## 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

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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.

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## ANNEX "G"

### DESCRIPTION OF SKWAH FIRST NATION LAND

The following Land Descriptions prepared by Gregory Clifford of Natural Resources Canada under First Nation Land Management are available for review at the Skwah First Nation Land Management Office located at 615 Lower Landing Road, PO Box 178, Chilliwack, British Columbia V2P 6H7.

Schelawat Indian Reserve No. 1 (08052)

- Dated October 22, 2019, and recorded in the Canada Lands Surveys Records on June 19, 2020 as FB43101 CLSR BC

- Available on the Canada Lands Survey System at:

<https://clss.nrcan-rncan.gc.ca/clss/plan/detail?id=FB43101%20CLSR%20BC>

Skwahla Indian Reserve No. 2 (08053)

- Dated October 22, 2019, and recorded in the Canada Lands Surveys Records on June 19, 2020 as FB43102 CLSR BC

- Available on the Canada Lands Survey System at:

<http://clss.nrcan.gc.ca/clss/plan/detail?id=FB43102+CLSR+BC>

Skwali Indian Reserve No. 3 (08054)

- Dated October 15, 2020, and recorded in the Canada Lands Surveys Records on October 22, 2020 as FB43207 CLSR BC

- Available on the Canada Lands Survey System at:

<https://clss.nrcan-rncan.gc.ca/clss/plan/detail?id=FB43207+CLSR+BC>

Skwah Indian Reserve No. 4 (08055)

- Dated March 22, 2023, and recorded in the Canada Lands Surveys Records on May 5, 2023 as FB44249 CLSR BC

- Available on the Canada Lands Survey System at:

<https://clss.nrcan-rncan.gc.ca/clss/plan/detail?id=FB44249%20CLSR%20BC>

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