INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT

BETWEEN

ISKUT 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 4

4. ACCEPTANCE OF TRANSFER OF LAND ADMINISTRATION 5

5. OPERATIONAL FUNDING 5

6. TRANSFER OF MONEYS 6

7. NOTICE TO THIRD PARTIES OF TRANSFER OF ADMINISTRATION 6

8. INTERIM ENVIRONMENTAL ASSESSMENT PROCESS 6

9. AMENDMENTS 7

10. NOTICES BETWEEN THE PARTIES 7

11. DISPUTE RESOLUTION 8

12. DATE OF COMING INTO FORCE 8

SIGNATURE BLOCK 9

ANNEX "A" - FUNDING PROVIDED BY CANADA 10

ANNEX "B" - DETAILS FOR THE TRANSFER OF MONEYS 11

ANNEX "C" - LIST OF INTERESTS AND LICENCES GRANTED BY CANADA 12

ANNEX "D" - LIST OF ALL EXISTING INFORMATION IN CANADA'S POSSESSION RESPECTING ANY ACTUAL OR POTENTIAL ENVIRONMENTAL PROBLEMS WITH THE FIRST NATION LANDS 13

ANNEX "E" - LIST OF OTHER MATERIAL INFORMATION PROVIDED BY CANADA THAT MATERIALLY AFFECTS INTERESTS AND LICENCES 14

ANNEX "F" - INTERIM ENVIRONMENTAL ASSESSMENT PROCESS 15

ANNEX "G" - DESCRIPTION OF ISKUT FIRST NATION LAND 17

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

INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT

BETWEEN:

ISKUT FIRST NATION, as represented by their Chief and Council (hereinafter called the "Iskut 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 10, 2017;

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

"Iskut First Nation Land" means the land to which the Land Code will apply and more specifically means the reserves known as Kluachon Lake Indian Reserve No. 1, Iskut Indian Reserve No. 6, and Stikine River Indian Reserve No. 7 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;

"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 Iskut 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 Iskut 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 Iskut 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 Iskut 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 Iskut 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 Iskut 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 Iskut 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 Iskut 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 Iskut First Nation Land under these provisions; and

(b) the First Nation shall commence administering Iskut 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 Iskut 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 Iskut 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 Iskut 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 Iskut First Nation Land and Canada’s rights in Iskut 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 Iskut 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 Iskut 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
Indigenous Services Canada BC Region
1138 Melville Street, Suite 600
Vancouver BC V6E 4S3

Iskut First Nation:

PO Box 30
Iskut BC V0J 1K0

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

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

Iskut First Nation, as represented by their Chief and Council

_____
Chief Marie Quock

_____
Councillor Kaitlin Ovington

_____
Councillor Andrea Louie

_____
Councillor John Nole

_____
Councillor Quentin Nole

_____
Councillor Feddie Louie

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	
2026-2027 Fiscal Year	**$362,833** (This amount shall be prorated in accordance with paragraph (a) above) and $ **100,000.00** - One time Transitional Funding per 1st Fiscal Year
2027-2028 Fiscal Year	**$370,089** and **$100,000.00** – One time Transitional Funding per 2nd Fiscal Year
Subsequent Fiscal Year(s)	Subject to paragraph (c) above, Operational Funding will be calculated and paid each Fiscal Year based on the Operational Funding Formula as amended from time to time.

ANNEX “B”

DETAILS FOR THE TRANSFER OF MONEYS

1. As of the 31st day of March 2026, Canada is holding $239,352.23 of revenue moneys and $16.11 of capital moneys for the use and benefit of the First Nation or its members. This amount is included for information purposes only and is subject to change.

2. **Initial Transfer.** Within thirty (30) days of the Land Code coming into force, Canada shall transfer to the First Nation all revenue and capital moneys collected, received or held by Canada for the use and benefit of the First Nation or its members.

3. **Subsequent Transfers.** Following an initial transfer of moneys, Canada shall, on a semi-annual basis, transfer to the First Nation all revenue and capital moneys that are subsequently collected or received by Canada for the use and benefit of the First Nation or its members. The first such subsequent transfer shall be made in the month of April or October, whichever month comes first after the month of the initial transfer.

ANNEX “C”

LIST OF INTERESTS AND LICENCES GRANTED BY CANADA

All interests and licences granted by Canada in or in relation to the Iskut 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 Iskut First Nation Band Office:

Reserve General Abstract Reports for:

- Kluachon Lake Indian Reserve No. 1 (07662)
- Iskut Indian Reserve No. 6 (08363)
- Stikine River Indian Reserve No. 7 (07661)

Lawful Possessors Reports for:

- Iskut Indian Reserve No. 6 (08363)

Lease or Permits Reports for:

- Iskut Indian Reserve No. 6 (08363)

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

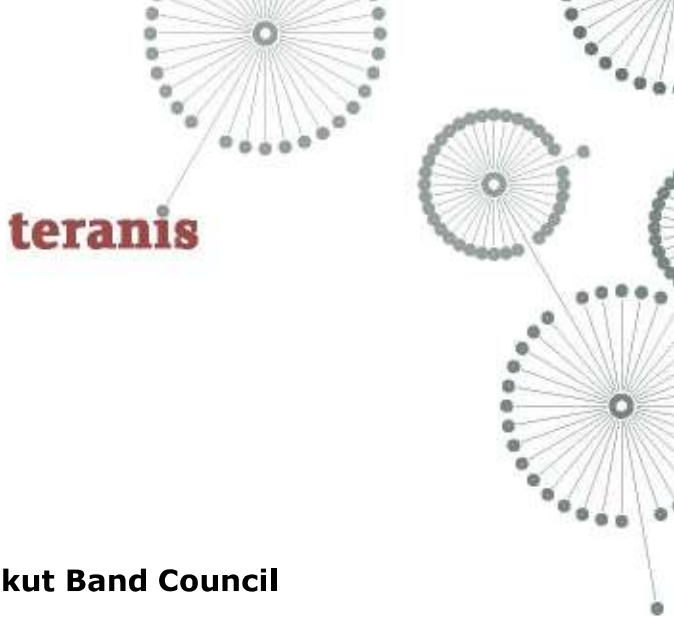
ANNEX “D”

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

Executive Summary – Phase 1 Environmental Site Assessment – Iskut Band – Prepared by Teranis – September 2017.

Iskut Phase I ESA Update Executive Summary – Prepared by Arcadis – March 2026

The full Phase 1 Environmental Site Assessment (ESA) is available for review at the Iskut Band Office.



Iskut Band Council

Phase 1 Environmental Site Assessment (ESA)

Prepared for:

Iskut Band Council

Prepared by:

Teranis Consulting Ltd.
580 – 1125 Howe Street
Vancouver, BC
V6Z 2K8
Ph: 604 681-2888
Fx: 604 681-2891

Project:TR17017.01

September 2017

EXECUTIVE SUMMARY

Teranis Consulting Ltd. (Teranis) was retained by the Iskut Band Council (IBC) and Indigenous and Northern Affairs Canada (INAC) to conduct a Phase 1 Environmental Site Assessment (ESA) of Kluachon IR 1, Iskut IR 6, and Stikine River IR 7. The objective of the Phase 1 ESA was to establish the environmental condition of Reserve lands and specifically to identify areas of potential or known contamination that may represent a risk or liability to IBC.

The Phase 1 ESA included a review of available historic information, interviews and a site reconnaissance conducted in general accordance with guidance provided by the Canada Mortgage and Housing Corporation (CMHC) Phase 1 Environmental Site Assessment Criteria (CMHC, 1994), Canadian Standards Association (CSA) Standard Z768-01 and Section 58 of the British Columbia Contaminated Sites Regulation (CSR). The site inspection component of the Phase 1 ESA was conducted between June 27, and 30, 2017.

The principle residential community of the Iskut Band is located on Iskut IR 6, which is located on the east side of Hwy 37 approximately 84 km south of Dease Lake, BC. A single residential and/or seasonal use dwelling is located on Stikine River IR 7. No development appears to have been conducted Kluachon Lake IR 1. Existing and/or historic land uses of a commercial or industrial nature appears to have been limited to the Kluachon Centre and Gas Station, which was originally developed as the Co-op Store in the early 1970's. No commercial or industrial activities were identified on Kluachon IR 1 or Stikine River IR 7.

Historically numerous aboveground and a smaller number of underground fuel storage tanks were located on Iskut IR 6 to supply fuel for electrical generation, heating and/or the gas station. The majority of these tanks have been removed and most buildings are currently heated by propane, electricity and/or fire wood. Fuel storage tanks remaining on Iskut IR 6 include two residential heating oil tanks, a heating oil tank for the Gymnasium/School and gasoline and diesel tanks at the Kluachon Centre.

Land use adjacent to the Iskut reserves typically consists of undeveloped forest and/or large water bodies. A BC Hydro Electrical Generation Station, NorthwesTel telecommunications facility, two (2) rock quarries, airfield and landfill site are located adjacent to Iskut IR 6. None of these adjacent land uses are considering pose a risk to the environmental condition of reserve lands.

Based on the findings of the Phase 1 ESA, Areas of Environmental Concern (AECs), where contamination is known to be present and Areas of Potential Environmental Concern (APEC) were contamination may be present, were identified on Iskut lands as follows:

Areas of Environmental Concern (AECs)

- ***AEC 1 (FCSI 05364002) -*** *Hydrocarbon contaminated soil at the former Co-op Store and Gas station (currently the Kluachon Centre and Store); and*

AEC 2 (FCSI 05364001) - *Hydrocarbon contaminated soil within the Klappan School and Gymnasium former UST tank nest. Hydrocarbon staining was also observed below the Gymnasium furnace room*

Areas of Potential Environmental Concern (APECs)

APEC 1 *– Existing and former ASTs, due to spills or leaks during fuel handling and storage. Investigation of Lot 40 (AST-18at the Band Warehouse) should also include an assessment of potential impacts from historic welding and fabrication on the property. Based on site observations, nature of construction and date of installation, further investigation of AST-25, AST-26 and AST-27 is not considered necessary at this time;*

APEC 2 – *Fuel storage at the former electrical generator sites (i.e. former Co-op Store, Pumphouse and Health Clinic and School circa 1982). Waste oil and anti-freeze was reportedly disposed of at the original health clinic generator building, which was subsequently referenced as the Village Storage Shed (circa 1994);*

APEC 3 *– Former Public Works Yard on Lot 73, due to fuel storage, drum storage, surface soil staining and possible waste burning (ash residues)*

APEC 4 – *Auto bodies on the south side of Zetu Creek, historically implemented as an erosion control measure (precise location to be determined);*

APEC 5 – *Stockpile of contaminated soil previously located on Lots 139 and 140;*

APEC 6 – *Pesticide and hydrocarbon staining in the crawlspace of a former Nursing Clinic (INAC IEMS report, Federal Site Identifier - 6918) which may include the location of the current "Head Start" or 'Family Place' buildings;*

APEC 7 *– Outhouse pits were reportedly used to burn or bury household waste (circa 1982);*

APEC 8 – *Water Quality in Zetu Creek from upstream mining and exploration activities;*

APEC 9 – *Historic mechanics shop and auto repairs on Lot 4 (NRCAN Lot 171);*

APEC 10 – *Potential historic surficial dump site located on Lots 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 119 and 120;*

APEC 11 *– Kluachon Store Oil Water Separator soak away pit, due to spills and potential for poor or inadequate maintenance.*

APEC 12 *– Accumulation of abandoned vehicles on a residential Lot 55 (circa 1994);*

APEC 13 – *Long term historic use of outhouses and septic systems impacting groundwater and surface water in Zetu Creek and Kluachon Lake;*

Additional site investigations will be required to delineate the extent and degree of contamination within the identified AECs and to determine if there are any unacceptable levels of risks to human health and/or ecological receptors. Further investigations will also be required to determine if potential

contaminants of concern (PCOC's) are present within the identified APEC's at concentrations that exceed applicable assessment criteria.

In addition to further investigation of the previously identified APEC's and AEC's, Teranis also recommends the following:

- *IBC to contact Pottinger and Gaherty to request a better quality copy of the 2006 FNESS report to more clearly identify the location of AST-8, AST-9;*
- *Confirm the location of the Nursing Station referenced in INAC IEMS reports (Federal Site Identifier - 6918) and identified as APEC 6;*
- *Conduct further community interviews with members and elders to determine if and where creosote preserved water pipes may have been used within the community prior to construction of the community water distribution system in the early 1980's;*
- *Identify a suitable number of potential candidate sites for further investigation under APEC 7, where former outhouses may have been used to bury and burn household wastes. The focus should be on older residences that were located in Iskut prior to the mid-1980s;*
- *Inspect homes in Iskut IR 6 with wood burning stoves and determine if asbestos paneling is present as a heat shield as noted in the 1994 Phase II Site Environmental Issues Inventory report, prepared by Norecol, Dames & Moore. Where present, assess the condition of the paneling and remove, repair or replace as necessary; and,*
- *Analyse a sample of corrugated paper insulation identified on the exterior of a derelict building in the former pre 1960 Iskut village site for asbestos.*

It should be noted that the two recommendations regarding asbestos containing materials (ACMs) do not typically represent an environmental lands management issue unless these materials are disposed of inappropriately and therefore may be addressed independently of the FNLMA process. Any materials suspected to contain asbestos will require testing by a suitably qualified contractor to safeguard building occupants and ensure proper disposal prior to building renovation or demolition.

It is recommended that the above information gaps in land use history be addressed prior to completing any further Phase 2 site assessment work. This will ensure that all environmental concerns are identified and encompassed within any future agreements with Canada.

This executive summary has been prepared to provide a general overview of this project, and the reader should not rely on it for any purpose except for which it was prepared. Only the full report should be relied upon for information regarding findings and recommendations.

Acknowledgements

Teranis wishes to thank Chief Marie Quock, Daryl Dennis, David Abou, Jodi Payne, Marty Nole and the people and elders of the Iskut Band for their assistance and guidance during this project.

Iskut Phase I ESA Update
Executive Summary

The Phase I ESA, conducted in 2017, identified thirteen (13) Areas of Potential Environmental Concern (APECs) and two (2) Areas of Environmental Concern (AECs), located on Iskut IR 6. No APECs or AECs were identified on Kluachon Lake IR 1 or Stikine River IR 7.

Based on the results of the Phase I ESA Update, all APEC/AECs were retained. A brief description of the APEC/AECs and any new information garnered from the Update (if applicable), is included in the table below. For full details of each APEC/AEC, refer to the 2017 Phase I ESA.

APEC/AEC ID	Description and Summary of Update Findings
AEC 1	FCSI# 05364002 – Contaminated soil at former Co-Op Store and Gas Station • No additional work has been conducted.
AEC 2	FCSI# 05364001 – Contaminated soil at the Klappan School and Gymnasium • No additional work has been conducted.
APEC 1	Existing and former aboveground storage tank (ASTs) locations • Locations previously identified remain unchanged.
APEC 2	Fuel storage at former electrical generator sites • General location of 2-1 was confirmed, locations 2-2 and 2-3 remain unchanged.
APEC 3	FCSI# 05364005 - Former public works yard • Historic fuel storage, soil staining and waste burning previously identified. Site remains largely unchanged.
APEC 4	Auto bodies located along Zetu Creek, buried to prevent bank erosion as a flood defense • Community member identified an approximate 80-85m stretch on the west side of Zetu Creek where auto bodies were placed - location updated.
APEC 5	Contaminated soil stockpile, sourced from the Co-op and Klappan School underground tank decommissioning program • Community member confirmed the stockpile location, south of where previously suspected. Location updated.
APEC 6	FCSI# 00006918 - Pesticide and herbicide staining at former nursing clinic • Location of former nursing clinic confirmed to be within the general area of the current community daycare centre.
APEC 7	Outhouse pits used for waste disposal and burning (locations unknown) • No further information available at time of reporting. Recommendation from the original Phase I ESA remains valid - Identify a suitable number of potential candidate sites for further investigation.
APEC 8	Water quality in Zetu Creek from upstream mining and exploration activities • Water quality in the creek remains a concern to IBC. • Revised recommendation: Review provincial water quality reports for relevant information, if available.
APEC 9	Mechanics shop – Lot 4 (NRCAN Lot 171) • Several derelict vehicles (5+) remain on the property.
APEC 10	Potential historical dump site located near Lots 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 119, and 120 • Anecdotal information, provided by Feddie Louie, indicated that buried debris was encountered during construction in the backyard of Lot 113. Extents remain unknown but estimated to be in the vicinity of Lots 102-113.

APEC/AEC ID	Description and Summary of Update Findings
APEC 11	Kluachon Store oil water separator soak away pit • Location unchanged.
APEC 12	FCSI #00000541 - Accumulation of an unknown number of abandoned vehicles on/near Lot 55 as identified in historical reports • Historical report information used in conjunction with community member knowledge to confirm general location on Lot 55.
APEC 13	Long term historic use of outhouses and/or septic systems impacting groundwater and surface water in Zetu Creek and Kluachon Lake • Use of septic systems continues in the community. • Revised recommendation: Identify a suitable number of potential candidate sites for development considerations and potential further investigation.

One additional AEC and one additional APEC were identified during the Update as follows:

APEC/AEC ID	Description
AEC 3	Soil Contamination in the vicinity of Lots 191, 194, 195, and 209 • Elevated metals and naphthalene concentrations were identified in soil to exceed applicable numerical criteria at the Site; however, were found to not present an unacceptable risk to human health or ecological health based on the risk-based criteria presented by Urban Systems (2025). It is unclear whether the identified contaminants were delineated laterally or vertically. In addition, detectable naphthalene concentrations in sample SS-05 were not assessed for potential inhalation risks associated with soil vapour.
APEC 14	NRCAN Lot 85 – Former burned residence • It is unknown if any soil testing for PCOCs associated with the burned house was conducted following the post-fire cleanup works.

Based on a review of climate change information, extreme precipitation events are expected to pose the most significant potential climate related hazard and may result in increased erosion within Zetu Creek.

Recommendations made in the 2017 Phase I ESA report remain valid, and recommendations have been extended to include the newly identified AEC 3 and APEC 14. Further investigations are required to delineate the extent and degree of soil contamination within identified AECs, and to determine if elevated concentrations of potential contaminants of concern (PCOCs) are present in soil, or other media, at the identified APECs.

This executive summary has been prepared to provide a general overview of this project, and the reader should not rely on it for any purpose except for which it was prepared. Only the full report should be relied upon for information regarding findings and recommendations.

ANNEX “E”

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

Nil

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 ISKUT FIRST NATION LAND

The following Land Descriptions prepared by Pat Burnham of Natural Resources Canada under First Nation Land Management are available for review online at Canada Lands Survey Records or at the Iskut First Nation Band Office.

Kluachon Lake Indian Reserve No. 1 (07662)
Dated August 29, 2017, and recorded in the Canada Lands Survey Records on August 29, 2017 as FB41685.

Iskut Indian Reserve No. 6 (08363)
Dated August 29, 2017, and recorded in the Canada Lands Survey Records on August 29, 2017 as FB41686.

Stikine River Indian Reserve No. 7 (07661)
Dated August 29, 2017, and recorded in the Canada Lands Survey Records on August 29, 2017 as FB41687.