

SIX NATIONS OF THE GRAND RIVER

INTERIM USE ARRANGEMENTS

- A. November 16, 1981 - Chiefswood Bridge - Six Nations Council Resolution
- B. May 30, 1983 - Six Nations/Grand River Conservation Authority - Dyke Alignment, Lands added to the Mohawk Chapel area
- C. November 4, 1985, November 9, 1990 & September 17, 1991 - Canada/City of Brantford - Brantford Southern Access Road
- D. April 17, 1991 - Six Nations/Ministry of Transportation Ontario - Towpath Lease
- E. January 1, 1993 - Six Nations/Ontario Hydro - Grant in Lieu of Taxes
- F. March 18, 1993 - Six Nations/Town of Dunnville - Sewer Easement
- G. October 4, 1993 - Six Nations/Grand River Conservation Authority - Repairs to Weirs #3 & #4
- H. August 8, 1994 - Six Nations/Grand River Conservation Authority - Dunnville Dam
- I. May 24, 1995 - Six Nations/Union Gas - Caledonia to Nanticoke
- J. June 30, 1995 - Six Nations/Dunnville Hydro Electric Commission
- K. July 6, 1995 - Six Nations/Union Gas - Dumfries Township
- L. October 3, 1996 - Grand River Notification Agreement

A

November 16, 1981

Chiefswood Bridge

Six Nations Council Resolution

SIX NATIONS COUNCIL
OFFICE OF THE SECRETARY
OHSWEKEN, ONTARIO
NOA 1M0

18th of November, 1981.

Feld

MEMO TO: Chief Wellington Staats,
David Smith, Roads Chairman,
Alton Van Every A/Roads Chairman,
Ethel K. Hill, Roads Secretary,
Orval Anderson, Construction Supervisor, Indian-Inuit Affairs,
Brantford.

16th of November, 1981,
Resolution No. 4.

Moved by Wilma General and seconded by Robert Johnson, that this Council approve the Revised Draft Resolution attached to letter dated October 2, 1981, from Mr. A. Aron, Head, Property Section, Ministry of Transportation and Communications, which reads as follows:

REVISED DRAFT RESOLUTION

October 26, 1981

Whereas the Ministry of Transportation and communications of the Province of Ontario is now in the process of building and erecting a provincial highway bridge over the Grand River in the Town of Haldimand, in the Regional Municipality of Haldimand-Norfolk, between the Geographic Townships of Seneca and Oneida.

And whereas the Six Nations Band has requested early funding for construction of a bridge across the Grand River in the proximity of Chiefswood Park.

And whereas the Ministry of Transportation and Communications has recognized the need to upgrade the priority for funding a bridge in the proximity of Chiefswood Park.

And whereas, it is necessary to use the bed of the Grand River together with a tow path on each side of the river in the construction and maintenance and public use of the said provincial highway bridge.

And whereas, the Six Nations Band Council, on behalf of the Six Nations Band of Indians, claims an unextinguished interest in the said river and tow paths.

And whereas, the claim of the Six Nations Band has not been recognized by the Ministry of Transportation and Communications and therefore the funding of the bridge in the proximity of Chiefswood Park can in no way be construed as payment of any nature in regard to the said claim of the Six Nations Band.

Now therefore, be it resolved, that:

- 1) The Six Nations Band Council hereby consents to the use of the bed of the Grand River and the tow paths designated as Parts 1, 2, 3, 4, 5 and 6 on Plan P-5106-2, registered in the Registry Office for the Registry Division of Haldimand, on the 1st day of April 1977 as Number 114987, by the Ministry of Transportation and Communications for so long as the bed of the river and the tow paths are used in the construction and maintenance and public use of the bridge and no longer.
- 2) The Ministry of Transportation and Communications will pay 80% of the cost of construction of the bridge in the proximity of Chiefswood Park to connect the northerly and southerly parts of the Six Nations Reserve No. 40.
- 3) The Ministry of Transportation and Communications will further pay 50% of the cost of the approach roads to the said bridge, mentioned in paragraph (2) above.
- 4) The Ministry of Transportation and Communications supplementary subsidy allocated for the bridge would be in addition to the subsidy normally made available for construction and maintenance of roads in the Reserve. Also supplementary subsidy of \$100,000 specifically for the bridge approach roads, will be made available in each of two successive years, presently intended to be 1982 and 1983, and consideration shall be given to supplementary allocation in the next succeeding year."

Carried.

B

May 30, 1983

**Six Nations/Grand River Conservation
Authority**

**Dyke Alignment, Lands added to the
Mohawk Chapel area**

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made this *30th* day of *May*, 1983.

INFORMATION COPY ONLY

B E T W E E N:

SIX NATIONS INDIAN BAND COUNCIL,
having a Head Office in Ohsweken,
in the Province of Ontario,

hereinafter referred to as the "Council",
OF THE FIRST PART.

- and -

GRAND RIVER CONSERVATION AUTHORITY,
having a Head Office in the City of
Cambridge, in the Province of Ontario,

hereinafter referred to as the
"Authority",

OF THE SECOND PART.

WHEREAS the Six Nations Band of Indians is the
beneficial owner of certain lands in the County of Brant at,
near or adjacent to the Grand River in the said County;

AND WHEREAS the Authority seeks to locate a dyke on
certain of those lands;

AND WHEREAS both parties are desirous of such flood
control measures and equally desirous of protecting the lands
and historical sites thereon;

AND WHEREAS the physical protection and aesthetic
considerations of the Mohawk Chapel are of prime importance to
both parties;

AND WHEREAS the Authority is prepared to exchange
certain lands as compensation and consideration for an easement
to locate the dyke;

AND WHEREAS it is the intention of both parties to
this agreement to achieve their common and specific purposes in
harmony and understanding, IT IS THEREFORE AGREED AS FOLLOWS:

1. The Council shall request that a permit be issued by
Her Majesty the Queen in right of Canada to the Authority for

the purpose of constructing and maintaining a dyke. This permit shall continue in favour of the Authority for a term of thirty (30) years together with ten (10) year renewal clauses thereafter so long as the dyke is required for its intended purposes. It is the intention of the parties hereto that the need for the dyke and the state of maintenance of the dyke shall be reviewed from time to time and such review shall occur when either party to the agreement gives written notice to the other party requesting such a review. In the event that the parties agree that the dyke is no longer required for its intended purposes, then the Authority agrees to surrender all its rights under the said permit. The dyke is to be located as shown on the attached Schedule "A" hereto.

The exact location will be subject to survey and final agreement, together with detail relating to the necessary drainage work for water passage from within the dyke area to the riverside, but will not include any utility or similar rights-of-way as may be required by others.

2. In consideration for the Council's request for the issuance of a permit for dyke construction and maintenance thereof, the Authority agrees to transfer to Her Majesty the Queen in right of Canada for the intended use and benefit of the Six Nations Band of Indians, portions of the property known as the Henry Property as described in Schedule "B" to this agreement.

It is the intention of both parties that such consideration shall be the full and total consideration for the permit.

It is further agreed that the specific details of the transfer of this land are to be determined and agreed upon before any documents relating to the dyke or the right to construct that dyke are formalized.

3. It is agreed that the construction and the timing of the construction of the dyke will be co-ordinated with the proposed Mohawk Chapel renovations so that both projects are completed at approximately the same time with such target date to

coincide with the scheduling of certain Bicentennial Ceremonies at the Chapel in 1984, and such construction shall at all times be done in consideration of the aesthetic and historical significance of the Mohawk Chapel. It is further agreed that construction of the required parking areas and all relevant lighting shall be co-ordinated and agreed upon as between the parties hereto and in co-operation with the Mohawk Chapel Restoration Committee.

4. It is further agreed that as a part of the construction of the dyke, the Authority will undertake channelization in the original channel of the river to provide a flow of water in the original bed of the river from a point recognized historically as the main canoe landing point for persons coming to the Mohawk village, which area shall be determined and agreed upon at a point in the original river bank at the rear of the Chapel. It is understood that this may necessitate certain channel improvements to a stream feeding into the original river, together with a portion of the original river to a point at its downstream confluence with the existing Grand River.

It is agreed by the Authority that the treatment of the dyke on the slope between the Chapel grounds and the old bed of the river will be done in such a way as to be compatible with the concept of the original canoe landing site and the Authority further agrees to avoid the use of modern concrete revetments and similar modern forms of construction in this area.

5. The Authority agrees to supervise and direct in consultation with the Council and utilizing Council labour where available to clean-up and improve the south shore of the original channel between the canoe landing and the existing river.

6. The Authority agrees to complete the necessary work in the area between the dyke and the Mohawk Road from the existing parking lot to the Morrison Road and as outlined in red on the attached Schedule "C" which is to be suitably graded, filled and secured, as well as landscaped and will be properly finished in accordance with landscaping specifications

to be agreed upon by both parties, with the intention of both parties being that the area will blend into the landscape and minimize the "engineered aspects" of the dyke.

7. The parties agree to develop adequate parking and to improve existing parking at or near the Chapel, with consideration being given to adequate and proper entrances and exits off Mohawk Road, with detail of such parking to be agreed upon in conjunction with the restoration of the Mohawk Chapel and to provide adequately for the proper use of the area.

The newly developed parking areas as described in this paragraph shall be maintained by the Council.

The Authority agrees to maintain that area between the dyke and Mohawk Road as shown on Schedule "F" for a period of five (5) years or until such time as the use of area is altered by the Council, at which time the Council shall become responsible for maintenance of the said area, or until such time as the Council shall request a right to maintain such area, whichever shall occur first. Maintenance of the said area shall be reviewed and further agreement reached concerning maintenance after the five (5) year term in the event the Authority is still responsible for maintenance .

8. The Authority agrees that construction in the area of the Chapel will be particularly closely controlled and monitored by the parties hereto to eliminate any unnecessary intrusion beyond the right-of-way into the Chapel grounds.

The Council has no objection to the Authority erecting and removing temporary fencing as may be required from time to time to properly complete this project and to adequately protect the Council's lands and buildings affected by this project.

9. The Authority will use its best efforts to have the City of Brantford move or re-locate the power line along Mohawk Road and provide suitable street lighting on Mohawk Road between Birkett's Lane and Morrison Road.

10. The Authority agrees to provide access to that parcel of land as outlined and shown on the attached Schedule "D".

11. The Council agrees to notify the Lessee of affected lands of the anticipated construction of the dyke crossing those lands and the Authority agrees to compensate the Lessee for any crop damage occurring at the time of and as a direct result of this construction.

12. The parties agree that this project shall be completed in compliance with the details of construction and landscaping as found in Schedule "E" attached hereto and it is further agreed by the parties that each party shall name a person or persons responsible for the handling of any detail problems which may arise during construction and shall notify the other party of that person's name in writing at the time of execution of this agreement.

13. The parties hereto agree to execute or have executed all necessary documents that may be required from time to time to properly complete the terms of agreement as set out herein.

14. The Authority agrees to complete the construction of the dyke on or before December 31, 1984, save and except any delays in construction caused by events beyond the control of the Authority. The parties hereto agree to complete this project in the spirit of the recitals set out herein and with the mutual intention of achieving the purpose of the Authority's dyke as it relates to flood control and with the expressed intention of protecting the Council's land and the historical structures thereon.

SIGNED, SEALED and DELIVERED)
in the presence of:)

SIX NATIONS INDIAN BAND
COUNCIL

Per: W. Staats
Wellington Staats, Chief

Per: [Signature]

GRAND RIVER CONSERVATION
AUTHORITY

Per: [Signature]
James Bauer, Chairman

Per: [Signature]
Gordon McLeod Coutts,
General Manager

C

**November 4, 1985
November 9, 1990
September 17, 1991**

Canada/City of Brantford

Brantford Southern Access Road

THIS AGREEMENT made this 4 th day of November A.D. 1985.

BETWEEN:

SIX NATIONS INDIAN BAND COUNCIL,
having a head office in Ohsweken,
in the Province of Ontario,

Hereinafter referred to as the "COUNCIL"
OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF BRANTFORD,

Hereinafter referred to as the "CITY"
OF THE SECOND PART

WHEREAS the Council is the beneficial owner of the lands, known as the Glebe Lot, shown on Schedule 1 attached hereto and located within the City of Brantford.

AND WHEREAS the City has been granted two easements across the said lands as shown outlined in yellow on Schedule 1 attached hereto.

AND WHEREAS the City wishes to surrender the two easements in return for an easement allowing the City to construct and maintain a restricted access road and required utilities upon the lands outlined in red on Schedule 1 attached hereto.

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants hereinafter contained it is agreed as follows:

1. The Council shall request and shall use its best efforts to ensure that an easement is issued by Her Majesty the Queen in right of Canada to the City for the purpose of constructing, maintaining, renewing and operating a public highway upon the lands outlined in the sketch attached hereto (the easement lands) together with and subject to the following conditions:
 - (a) The exact location of the easement lands will be subject to survey, at the City's expense, prior to issuance of the easement.

- 2 -
- (b) The easement lands shall be used as a public highway, for sanitary and storm sewers, water and hydro lines, gas, cable television and telephone lines and other public utilities located in, on, over or under the said licenced lands.
 - (c) No construction on the easement lands of any utilities that would be of a chemical or noxious nature (as set out in Schedule 2) being a deterrent or detrimental to the Glebe property will be allowed on the B.S.A.R., without the consent of the Band Council and Her Majesty, the Queen.
 - (d) The City, its servants and agents and other public utility companies, with the City's permission, would have the right at any time to enter upon the easement lands with material and machinery and to install, repair, maintain and renew all works to be located on the easement lands.
 - (e) The City shall have the right to dedicate the easement lands as a public highway by bylaw and shall be entitled to restrict and prohibit access to the said highway and to restrict and regulate speed limits on the said highway and on the easement lands. It is the intention of the parties that the easement lands would be subject to all City Bylaws in the same way as any other highway or utility corridor within the City of Brantford.
 - (f) The City agrees to provide the same level of maintenance, police patrols and other services upon the easement lands as on other similar roads within the City and to indemnify the Council and/or Her Majesty the Queen in right of Canada against any and all claims made or arising out of the existence or maintenance of a public highway or any public utilities upon the easement lands.
 - (g) The easement will be issued to the City for so long as the easement lands are used as a public highway.
 - (h) Notwithstanding section 1(g) hereof the City may delay the commencement of construction of a public highway upon the easement lands for a period of 15 years from the date of the receipt of the grant of easement to the City and provided that if such construction shall not have commenced within such period of time that the said easement shall be deemed to have been surrendered and shall be fully ended.
 - (i) The City and the Council agree that the Council may continue to remove gravel from the easement lands from the date of the grant of easement until the City enters upon the lands for the purpose of construction of utilities and/or a public highway and provided however;
 - (i) That the Council shall, at their expense, restore any areas from which gravel has been removed to a standard that would allow construction of a public highway thereon; and

- (ii) That the City shall give the Council 90 days notice in writing of its intention to enter upon the lands for the purpose of commencing such constructions and the Council shall ensure that all restoration is completed within such time.
2. In consideration of the foregoing and the surrender of the easements previously granted to the City, and shown in yellow on the sketch attached hereto, to Her Majesty the Queen in right of Canada; Her Majesty will issue the easement to the City.
3. The Council acknowledges that no direct access shall be permitted from the Glebe Lot to the highway to be constructed upon the easement lands and in return for such restriction the City agrees to permit access, from the Glebe Lot to Lynwood Drive north of the Glebe Lot and to Greenwich Street south of the Glebe Lot.
4. The City, upon receipt of the easement aforesaid, shall pay to the Council the sum of \$261,000 which sum is compensation to the Council for its anticipated costs in constructing access to the Glebe Lot from Greenwich Street and Lynwood Drive and its anticipated costs in constructing a service road across the Glebe Lot to service any development on the said Glebe Lot.
5. The City shall permit the Council access to the City's lands between the Glebe Lot and Greenwich Street and Lynwood Drive for the purpose of constructing the said access referred to in paragraphs 3 and 4 hereof at the Council's expense.
6. The City agrees, after construction of the said service road and provided the said road is dedicated as a public highway by the Council, to maintain the said service road and to provide the same level of maintenance as is provided to similar roads within the City. Provided, however, that the Council shall contribute to the cost of the said maintenance upon the following basis:
 - (a) The City shall in each year following construction of the said service road conduct an origin and destination study of traffic using the said service road and shall determine what percentage of traffic using the said service road has its origin or destination within the said Glebe Lot (hereinafter referred to as Glebe Traffic).
 - (b) The Council shall pay to the City on or before March 1st in each year that percentage of the total maintenance costs of the City in the previous year equal to the percentage of "Glebe Traffic".
 - (c) For the purpose of this agreement "total maintenance costs" means the total cost to the City of plowing, sweeping and repairing road surfaces and boulevards, at the City's normal charge out rates for labour, equipment and materials plus 10% for administration. Provided it is agreed that the City shall not be required to resurface or rebuild the said service road except upon the written request of the Council and if required, according to the standards then commonly applied by the Ministry of Transportation

- 4 -

and Communications. In the event that rebuilding or resurfacing is required then the costs of such work shall be shared based on the proportion of use determined in accordance with section 6(a).

- (d) The City agrees to indemnify the Council and/or Her Majesty the Queen in right of Canada against any and all claims made or arising out of the maintenance of the said service road.
 - (e) The Council may at any time undertake to maintain said service road at which time the City will then make contribution as set out in Section 6(a) and the Council shall indemnify the City against any and all claims made or arising out of the maintenance of the said service road.
 - (f) Any subsidies available for road maintenance or reconstruction shall be applied for by the party carrying out such maintenance or reconstruction and shall be applied to the entire cost of such work prior to such costs being apportioned to each party.
7. The City agrees, if requested by the Council, to dedicate the said access and service road as a public highway and shall have the right to restrict and regulate speed limits, parking and other matters related to traffic and safety upon the said service road.
- 8(1) The City and the Council agree that no development on the Glebe Lot shall include the following:
- (a) Noxious uses as more particularly set out in Schedule 2 attached hereto.
- 8(2) The City and the Council agree that development of the Glebe Lot for Residential uses or retail uses in a shopping centre of more than 100,000 square feet of gross leaseable area shall be subject to the following:
- (a) No such development shall be permitted which would produce a demand for sewer and water services in excess of the capacity of such services then located in the area of the Glebe Lands unless the Council agrees to pay all capital costs associated with upgrading such services.
 - (b) No retail facility in excess of 100,000 square feet shall be permitted prior to the year 2000 A.D. without the consent of the City.
 - (c) It is agreed that prior to the construction of any such development that the Council and the City shall discuss the impact of the proposed development on City services and facilities and shall attempt to reach agreement on a fair annual payment to the City in compensation for both hard and soft services provided to any such development on the Glebe Lot. In the event the parties are unable to agree upon such compensation either party may submit the issues to arbitration by the Federal Court of Canada or to such other arbitrator as the parties may mutually agree.

9. The City agrees to use its best efforts to amend its Official Plan and Zoning Bylaws to reflect the agreement as set out in Section 8 hereof.
10. The City agrees that upon development of the Glebe Lot it will allow access to required municipal services under the control of the City to the Council. The Council agrees that it will be required to construct extensions to the services upon the Glebe Lot to then current City standards and to maintain such services at its expense. The Council will pay for the use of City services at the same rate then being charged to Brantford Township for such services or in the event such services are not then being provided to Brantford Township at a rate agreed between the City and the Council. Provided that if the parties are unable to agree upon such rate either party may submit the issue to arbitration by the Federal Court of Canada or to such other arbitrator as the parties may mutually agree.
11. The City agrees to provide Police and Fire Protection, at the request of Council, to the Glebe Lot following development for an annual fee to be agreed between the City and the Council. Provided that if the parties are unable to agree then either party may submit the issue to arbitration by the Federal Court of Canada or to such other arbitrator as the parties may mutually agree.
12. The Parties hereto agree to execute or to have executed all necessary documents and to take all action that may be required from time to time to properly complete the terms of this agreement.

SIX NATIONS INDIAN BAND COUNCIL

PER: W. Staats
Wellington Staats, Chief.

THE CORPORATION OF THE CITY OF BRANTFORD

PER: D. Neumann
D. Neumann, Mayor.

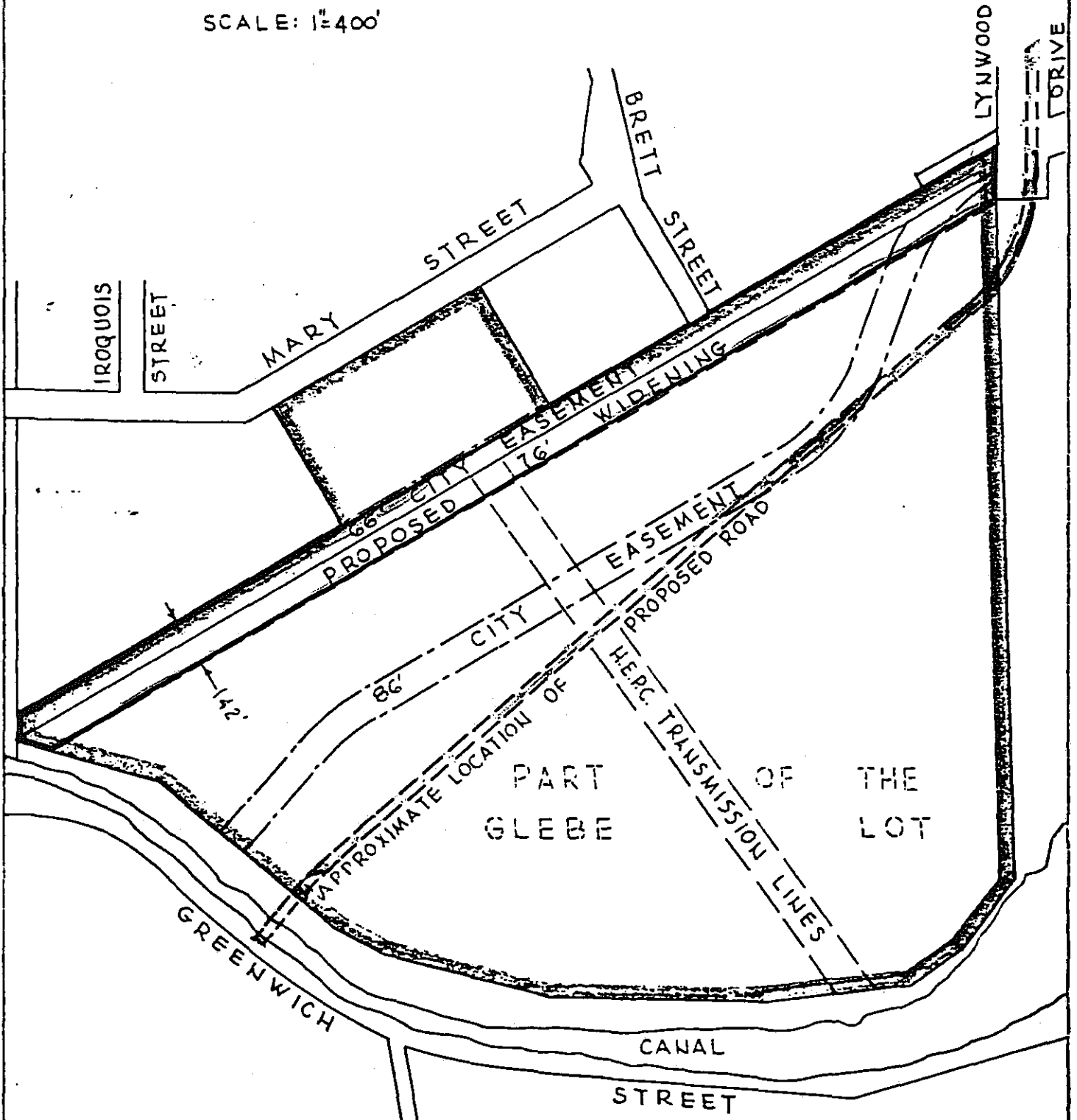
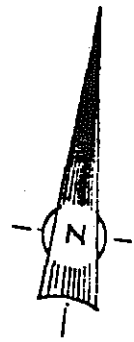
W. Goulich
W. Goulich, Clerk.

SCHEDULE 2

- (a) Wool pulling or scouring.
- (b) Blacking or polish manufacturing.
- (c) Candle or sperm oil manufacture.
- (d) Cement, Gypsum, Lime or plaster of paris manufacture.
- (e) Coke manufactured from Coal.
- (f) Cremation, unless in a cemetery.
- (g) Creosote manufacture.
- (h) Dextrin, glucose or starch manufacture.
- (i) Distillation of bones, coal or wood or manufacture of any of their by-products.
- (j) Dye manufacture.
- (k) Explosive or fireworks manufacture, or storage in excess of 225 kg.
- (l) Fat, grease, lard or tallow manufacture, refining or rendering.
- (m) Fertilizer manufacture.
- (n) Gelatine, glue or size manufacture.
- (o) Incineration or reduction of dead animals, garbage offal or refuse unless accumulated and consumed in the same premises without the emission of odour.
- (p) Lamp-black.
- (q) Production or refining of petroleum or other inflammable liquids.
- (r) Rubber manufacture from crude materials.
- (s) Slaughtering of animals.
- (t) Stockyards.
- (u) Tanning, curing or storage of raw hides or skins.
- (v) Tar distillation or manufacture.
- (w) Tar roofing.
- (x) Auto Wrecking Yards.
- (y) Scrap Yards.

SKETCH OF
PART OF THE
GLEBE LOT
SCHEDULE 1

SCALE: 1"=400'



BRANTFORD SOUTHERN ACCESS ROAD

THIS PERMIT, made in triplicate this ^{9th} day of ^{Nov} in the year one thousand nine hundred and ^{ninety}.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Indian Affairs and
Northern Development

(hereinafter referred to as "the Minister")

OF THE FIRST PART

AND:

CORPORATION OF THE CITY OF BRANTFORD

(hereinafter referred to as "the Permittee")

OF THE SECOND PART

WHEREAS the lands hereinafter described are vested in Her Majesty the Queen in right of Canada and have been duly set apart as the Glebe Farm Indian Reserve No. 40B for the use and benefit of the Six Nations Band of Indians, (hereinafter called the "band");

AND WHEREAS the Permittee proposes to construct the Brantford Southern Access Road on the lands more particularly described "lands" which lands are a part of the Glebe Farm Indian Reserve No. 40B, in the Province of Ontario, a Reserve within the meaning of section 2 of the Indian Act, being Revised Statutes of Canada 1985, Chapter I-5, which road will be constructed by the Permittee for public highway purposes over the said lands;

AND WHEREAS for the purposes of securing for the Permittee the continued use and exercise of rights over the said lands as the Council of the Six Nations Band of Indians (hereafter called "the Band Council") by Band Council Resolution No. 18-1989/90 dated the 15th day of June 1989, (a copy of which is annexed hereto) has requested the Minister to issue this Permit pursuant to subsection 2 of Section 28 of the Indian Act;

AND WHEREAS the Band Council has by way of Band Council Resolution No. 19-1989/90, dated the 15th day of June, 1989, requested the Minister to authorize the use of the subject land for highway purposes for the general welfare of the band;

AND WHEREAS the Minister, believing it to be for the general welfare of the band, has pursuant to subsection 18(2) of the Indian Act, authorized the use of the said lands for highway purposes;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the terms and conditions hereinafter contained and to be performed the parties hereto and each of them covenant and agree, the one with the other, as follows:

1. In this Agreement:

- (a) "lands" means all those portions of the Glebe Farm Indian Reserve No. 40B, in the County of Brant, Province of Ontario, shown as Right of Way on Plan 71749 recorded in the Canada Lands Surveys Records at Ottawa, those portions containing an area of 10.6 acres, more or less;
- (b) "right of way" means a right of way in, upon, under, over, across and through the lands for the purpose of constructing, operating, maintaining, inspecting, altering, removing, using and repairing a road in, upon, under, over, across and through the lands, together with the right by the Permittee, its officers, servants, agents, employees, contractors and subcontractors at any and all reasonable times to enter the

subject lands, with or without vehicles, machinery or equipment, for any or all of the purposes aforesaid and to do all such other works or things necessary or useful for the use of enjoyment of the right of way or the operation of the road or the maintenance thereof, and any other purposes authorized by the Permit herein. The right of way herein shall include the right to construct a limited access four-lane highway as a replacement to the proposed two-lane highway.

2. The Minister under authority of subsection 28(2) of the Indian Act hereby authorizes the Permittee, solely for the purpose for which this Permit is issued and subject to the terms and conditions of this Permit, to exercise a right of way with respect to the said lands.

3. CONSIDERATION

- (a) In consideration of the sum of \$261,000.00, plus interest being the Bank of Canada rate (prime rate) + 1% based on the rate in effect each January 1st, April 1st, July 1st, October 1st, in each year for each quarter period or part thereof from November 4th, 1985, to the date of signing this agreement, payable to the Receiver General of Canada for the use and benefit of the Band, the Minister hereby issues this Permit.
- (b) the Permittee shall also surrender its interests in Parcels B and C as shown on plan of Survey P3572 upon condition that these parcels be set apart as an addition to the Glebe Farm Indian Reserve No., 40B for the use and benefit of the Six Nations Band of Indians. Upon the addition of these parcels to the reserve, this Permit shall be amended to include all of Parcel B as shown on Plan of Survey P3572 as part of the lands described hereunder, to be used by the City for the purpose for which this Permit is issued and for no other purpose.

4. USE OF LANDS

- (a) The Permittee shall have the right to use the lands as a public highway and to permit the public access to the lands in a manner consistent with such use.
- (b) The Permittee shall further have the right to use the subject lands for utility service purposes as may be reasonably required by the Permittee.

5. CONSENT TO ENTER

Except as herein expressly provided or permitted the Permittee, its officers, servants, agents, employees, contractors, or subcontractors shall not enter the subject lands without the prior consent in writing of the Minister.

- 6.(1) DETERMINATION

The right of way shall continue for so long as used by the Permittee for road purposes and, in the event that the subject lands cease to be used for purposes of a road, then this right of way shall cease and determine.

- 6.(2) In the event that the Permittee has failed to commence construction of the limited access highway prior to November 5, 2000 A.D., this Permit shall be null and void, save and except for the consideration paid hereunder.

7.

MAINTENANCE

The Permittee shall maintain the road at no cost to the band or Her Majesty the Queen in right of Canada for so long as the subject lands are used as a right of way for road purposes.

8.

NON-EXCLUSIVE USE

The band, the council of the band and the Minister shall have free access to and use of the subject lands as long as such access or use does not interfere with the use, operation, maintenance and repair of the road and without limiting the foregoing may use the lands and authorize others to use the lands for other utility service purposes which do not interfere with the use, operation, maintenance and repair of the road, or with the uses set out in paragraph 4 (b) herein.

9.

INDEMNIFICATION

The Permittee shall at all times indemnify and save harmless, both jointly and severally. The Band, Her Majesty the Queen, the Minister and their officers, servants, workmen, agents, and contractors from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, occasioned by or attributable to anything done or omitted to be done by the Permittee in its use or maintenance of the said lands or arising from the public use thereof; provided always that the Attorney General of Canada or his servants or agents shall consult with the Permittee prior to entering into a settlement with a third party with respect to any of the matters set out above.

10.

DAMAGES

The Minister agrees that in the event that a claim is made as is contemplated in paragraph 9 of this Permit, the Minister undertakes to consult and/or to advise the Permittee of the proposed defence or settlement of the subject action.

11.

COMPENSATION FOR DAMAGES

The Permittee shall at all times hereafter, fully compensate Her Majesty for any and all loss or damage suffered or sustained by Her Majesty, the band or any members of the band by reason of or arising out of the exercise by the Permittee, its officers, servants, agents, employees, contractors or subcontractors or any of them of any right or privilege of the right of way including any damage to the lands or any part thereof or to any building, structure, fence, tree or shrub thereon including any damage or injury suffered or sustained by Her Majesty, the said band or any members of the said band by reason of or arising from any failure by the Permittee, its officers, servants, agents, employees, contractors or subcontractors or any of them to fulfill any obligation of the Permittee hereunder.

12.

ACKNOWLEDGEMENT

The Permittee hereby acknowledges that it will construct the road in a good and workmanlike manner and without limiting the foregoing shall continue to maintain the road so that it is satisfactory for the purposes for which it is constructed and keep and maintain the road in good and safe repair and condition.

7

DRAINAGE

The Permittee shall exercise any and all of the rights and privileges of the right of way hereby agreed to be issued and shall operate, maintain, inspect, alter, remove, replace, reconstruct, use or repair the road in a good and workmanlike manner so that the same shall not interfere with the natural drainage and ordinary cultivation of any adjoining lands.

14. SURFACE RESTORATION

Forthwith upon the completion of any work of maintenance, alteration, removal, replacement, reconstruction or repair the Permittee shall restore the surface of the lands as nearly as possible to the same condition existing prior to the commencement of such work.

15.(1) PROPERTY OF HER MAJESTY

The Permittee hereby acknowledges that the lands are the property of Her Majesty the Queen in right of Canada notwithstanding which the Permittee shall keep, maintain and operate the road in good operating condition for so long as this right of way continues AND PROVIDED that if the road is at any time during the continuance of this right of way removed, in whole or in part, then the Permittee shall replace what was removed with a structure of at least the same quality.

15.(2) ABANDONMENT OF ROAD

In the event that the road or any part thereof is abandoned by the Permittee or the right of way hereby agreed to be granted is surrendered, extinguished or otherwise determined the Minister may, by notice in writing, require that Permittee at its sole expense, to remove the road in whole or in part and restore the lands as nearly as possible to the same condition existing prior to the removal and the Permittee shall fully comply with any such requirement within 365 days or such reasonable time thereafter as may be agreed in writing.

16. OBSERVANCE OF LAWS

The Permittee shall observe and fully comply with all legislation, regulations, by-laws or orders relating to the construction, operation, maintenance, alteration, removal, replacement, reconstruction, use or repair of the road and, if any excavation or other work is done on the land, the Permittee shall erect barricades and flashers around such work as required by Her Majesty.

17. DISPUTES

In the event that any dispute or question shall arise between the parties hereto concerning the interpretation or performance of any part of this Agreement which the said parties are unable to resolve, the dispute or the question shall be determined by a judge of the Trial Division of the Federal Court of Canada pursuant to paragraph 17 (3) (b) of the Federal Court Act.

18. INTERPRETATION

Wherever, in this Permit, the singular or the masculine is used it shall be construed as if the plural, feminine or neuter, as the case may be, had been used wherever the context or the parties so require together with all changes of number, gender or grammar which may be required. Any reference to the "Minister" herein shall be deemed to include his authorized representative.

19. NOTICE BY REGISTERED MAIL

Any notice or communication hereunder or pertaining hereto can only be sufficiently given if in writing and sent by prepaid registered mail.

20. NOTICE

Any notice or communication given pursuant to paragraph 19 shall be addressed, in the case of Her Majesty, to:

Department of Indian Affairs and Northern Development
Ontario Regional Office
25 St. Clair Avenue East
Toronto, Ontario
M4T 1M2

Attention: Director,
Lands, Revenues and Trusts

and in the case of the Permittee to:

Corporation of the City of Brantford
100 Wellington Square
Brantford, Ontario
N3T 2M3
Attention: City Engineers

or at such other address as the Minister or the Permittee may respectively designate in writing to the other. Any such notice or communication shall be deemed to have been received by the addressee five days after having been mailed in the manner provided for within paragraph 19 hereof PROVIDED that if there is a postal strike or other postal disruption notice will be personally delivered, not mailed.

21. ASSIGNMENT

This Permit is not assignable.

22. PERMITTED USES

The Permittee shall not use the lands for any purpose other than those hereby permitted.

23. LICENCE ONLY

This Permit does not create any rights of tenancy or possessory rights or exclusive use or occupation by implication or otherwise, but constitutes a licence only pursuant to subsection 28(2) of the Indian Act and shall not be deemed a grant, conveyance or transfer of or to confer on the Permittee any right in rem or any estate or interest in or title to the said lands.

24. DELIVERY OF POSSESSION

Whenever the said lands are no longer required for the purposes for which this Permit is given, the Permittee shall vacate the same and deliver possession thereof forthwith to the Minister, without compensation, for the benefit of the band.

25. TIME OF THE ESSENCE

Time shall be the essence of this Permit.

26. HEADINGS

All headings in this Permit have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Permit or any of its provisions.

27. MEMBER OF HOUSE OF COMMONS

No member of the House of Commons shall be entitled to any share or part of this Permit or to any benefit arising therefrom.

28. INDIAN ACT

This Permit is subject to the provisions of the Indian Act and Regulations made thereunder, now in force or which may hereafter be made from time to time by the Governor in Council.

29. TERMS AND CONDITIONS

The Permittee accepts this Permit subject to the terms and conditions herein expressed and, on its own behalf and on behalf of its officers, servants, agents, tenants, licensees and invitees acknowledges that this Permit does not confer upon or gives any greater rights to the Permittee, its officers, servants, agents, tenants, licensees or invitees that the Minister is authorized to confer or give by virtue of subsection 28(2) of the Indian Act.

IN WITNESS WHEREOF this Permit has been executed on behalf of Her Majesty by the Minister of the Department of Indian Affairs and Northern Development or the officer of his department duly authorized to sign on his behalf and the corporate seal of the Permittee has been hereto affixed duly attested to by its proper officers duly authorized in that behalf as of the day and year first above written.

SIGNED, SEALED, AND DELIVERED)
on behalf of the Minister of)
Indian Affairs and Northern)
Development in the presence of)

A. Santilli
Witness

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA

A. Rowe
Minister of Indian Affairs
and Northern Development

CORPORATION OF THE CITY
OF BRANTFORD

Per: _____
Harold George
Mayor
[Signature]
Clerk

BAND COUNCIL RESOLUTION 87
RÉSOLUTION DE CONSEIL DE BANDE

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

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	SIX NATIONS	Current Capital Balance Solde de capital	\$ _____
AGENCY DISTRICT	BRANTFORD DISTRICT	Committed - Engagé	\$ _____
PROVINCE	ONTARIO	Current Revenue balance Solde de revenu	\$ _____
PLACE NOM DE L'ENDROIT	ONSWEKEN	Committed - Engagé	\$ _____
DATE	15th DAY - JOUR	JUNE MONTH - MOIS	AD 19 89 YEAR - ANNÉE

DO HEREDY RESOLVE;
DECIDE, PAR LES PRESENTES:

The Six Nations Band Council hereby requests the Minister of the Department of Indian Affairs and Northern Development to issue a permit by authority of Section 28(2) of the Indian Act in favour of the Corporation of the City of Brantford for the purpose of a highway referred to as the proposed Brantford Southern Access Road crossing our Glebe Farm Indian Reserve No. 40B, as shown on Canada Lands Survey Plan 71749.

A quorum for this Bande
 Pour cette bande le quorum est
 consists of 5
 Council Members
 Membres du Conseil

<i>Lewis B. St. John</i> (Councillor - conseiller)	<i>Alan Killam</i> (Councillor - conseiller)	<i>Jim [Signature]</i> (Councillor - conseiller)
<i>[Signature]</i> (Councillor - conseiller)	<i>Kerry [Signature]</i> (Councillor - conseiller)	<i>[Signature]</i> (Councillor - conseiller)
<i>[Signature]</i> (Councillor - conseiller)	<i>[Signature]</i> (Councillor - conseiller)	<i>[Signature]</i> (Councillor - conseiller)
<i>[Signature]</i> (Councillor - conseiller)	<i>[Signature]</i> (Councillor - conseiller)	<i>[Signature]</i> (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE					
1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR		3. Expenditure Dépense	4. Authority - Autorité Indian Act / Les Act. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital	B. Revenue - Revenu			
	\$ _____	\$ _____	\$ _____		
6. Recommended - Recommandé			Approved - Approuvé		
Date	Recommending Officer - Recommandé par		Date	Approving Officer - Approuvé par	

BAND COUNCIL RESOLUTION #8
RÉSOLUTION DE CONSEIL DE BANDE

File Reference - N° de réf. de dossier

NOTE: The words "From our Band Funds" "Capital" or "Revenues", which ever is the case, must appear in all resolutions requesting expenditure.
 Band Funds
 NOTA: Les mots "des fonds de notre bande" "Capital" ou "Revenus" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses.
 même les fonds des bandes

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	SIX NATIONS	Current Capital Balance Solde de capital	\$ _____
AGENCY DISTRICT	BRANTFORD DISTRICT	Committed - Engagé	\$ _____
PROVINCE	ONTARIO	Current Revenue balance Solde de revenu	\$ _____
PLACE NOM DE L'ENDROIT	OHSEWEN	Committed - Engagé	\$ _____
DATE <u>15th</u> <u>GAY</u> - <u>JOUR</u>	<u>NINE</u> <u>MONTH</u> - <u>MOIS</u>	AD 19 <u>89</u> <u>YEAR</u> - <u>ANNEE</u>	

DO HEREBY RESOLVE;
 DÉCIDE, PAR LES PRÉSENTES:

The Six Nations Band Council hereby requests the Minister of the Department of Indian Affairs and Northern Development to authorize the use for highway purposes the lands described on Canada Lands Survey Plan 71749, pursuant to subsection 18(2) of the Indian Act for the general welfare of the Band.

A quorum for this Band
 Pour cette bande le quorum est
 consists of 5
 Council Members
 Membres du Conseil

Lewis B. St. George
 (Councillor - conseiller)
E. J. ...
 (Councillor - conseiller)
...
 (Councillor - conseiller)
...
 (Councillor - conseiller)

(Chief - Chef)
Steen Williams
 (Councillor - conseiller)
...
 (Councillor - conseiller)
...
 (Councillor - conseiller)

...
 (Councillor - conseiller)
...
 (Councillor - conseiller)
...
 (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

1. Band Fund Code Code de compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDONNATEUR A. Capital \$ _____ B. Revenue - Revenu \$ _____	3. Expenditure Dépense \$ _____	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Fund Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> R. In
6. Recommended - Recommandable		Approved - Approuvable		
Date _____ Recommending Officer - Recommandé par _____		Date _____ Approving Officer - Approuvé par _____		



BAND COUNCIL RESOLUTION 49
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds", "Capital" or "Revenue", which ever in the case, must appear in all resolutions requesting expenditures for Band Funds
NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à faire sur les fonds des bandes

Table with 4 columns: THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE, AGENCY DISTRICT, PROVINCE, PLACE, DATE. Includes fields for SIX NATIONS, BRANTFORD DISTRICT, ONTARIO, OHSWEKEN, and date JUNE 15 1989.

DO HEREBY RESOLVE:
DÉCIDE, PAR LES PRÉSENTES:

WHEREAS by Band Council Resolution No. 7, dated June 15, 1989, the Six Nations Band Council approved for the implementation of a permit between the Minister of the Department of Indian Affairs and Northern Development and the Corporation of the City of Brantford for a road allowance described as the Brantford Southern Access Road crossing the Six Nations Glebe Farm Indian Reserve No. 40D, as shown on Canada Lands Survey Plan 71749.

WHEREAS article three (3)(a) of the said permit agreement directs the Corporation of the City of Brantford to make payment plus interest payable to the Receiver General of Canada for the use and benefit of the Band.

AND WHEREAS, the Six Nations Band is permitted to manage and control the revenue of such rentals under Section 69 of the Indian Act.

THEREFORE, let it be resolved that all revenues to be derived from the above noted permit agreement shall be made payable by the Department of Indian Affairs and Northern Development to the Six Nations Economic Development Fund for the use and benefit of the Band as per Section 69 of the Indian Act.

A quorum for this Bande Pour cette bande le quorum est consists of 5 Council Members Membres du Conseil

Handwritten signatures of council members including Lewis B. Blasts, E. G. Blasts, William Blasts, J. W. Peters, and others.

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE. Table with columns for Band Fund Code, COMPUTER BALANCES (A. Capital, B. Revenue), Expenditure, Authority, and Source of Funds. Includes fields for Recommended/Approved, Date, and Recommending/Approving Officer.



Catalogue No. - Numéro consécutif
38 - 1990-1991
File Reference - N° de réf. du dossier

BAND COUNCIL RESOLUTION #2
RÉSOLUTION DE CONSEIL DE BANDE

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

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	SIX NATIONS	Current Capital Balance Solde de capital	\$ _____
AGENCY DISTRICT	BRANTFORD DISTRICT	Committed - Engagé	\$ _____
PROVINCE PLACE	ONTARIO	Current Revenue balance Solde de revenu	\$ _____
NOM DE L'ENDROIT	OSHSWEKEN	Committed - Engagé	\$ _____
DATE	10th OCTOBER AD 19 90 DAY - JOUR MONTH - MOIS YEAR - ANNEE		

DO HEREBY RESOLVE:
DECIDE, PAR LES PRESENTES:

The Six Nations Band Council hereby consents to the terms of a permit issued by the Minister of Indian Affairs under the authority of Section 28(2) of the Indian Act in favour of the Corporation of the City of Brantford for the purpose of a highway referred to as the proposed Brantford Southern Access Road crossing over Glebe Farm Indian Reserve No. 40B, as shown on Canada Lands Surveys Plan 71749, the issuance of such permit having been previously requested by Band Council Resolution number 18-1989/90 dated June 15, 1989.

A quorum for this Bande
Pour cette bande le quorum est
5
consists of
il est à
Council Members
Membres du Conseil

Alfred K. White
(Chief - Chef)
Joanne Johnson
(Councillor - conseiller)
Samuel Porter
(Councillor - conseiller)
Mike Anderson
(Councillor - conseiller)
Raymond Hill
(Councillor - conseiller)
Henry Bond
(Councillor - conseiller)
Arts Hill
(Councillor - conseiller)
J. W. Jones
(Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE					
1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds
	A. Capital	B. Revenue - Revenu	\$		<input type="checkbox"/> Capital <input type="checkbox"/> Re
4. Recommended - Recommandable			Approved - Approuvable		
Date			Date		
Recommending Officer - Recommandé par			Approving Officer - Approuvé par		

Brantford Southern Access Road

This Environmental Assessment and Review Process Compliance Agreement (hereinafter referred to as "the Agreement") made in triplicate this 17th day of SEPTEMBER in the year one thousand nine hundred and ninety.

BETWEEN: HER MAJESTY THE QUEEN in RIGHT of CANADA as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "the Minister")

of the First Part.

AND: CORPORATION OF THE CITY OF BRANTFORD (hereinafter referred to as "the Permittee")

of the Second Part

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the terms and conditions hereinafter contained and to be performed the parties hereto and each of them covenant and agree, the one with the other, as follows:

1. In this Agreement:

- (a) "Archaeological resources" includes all archaeological artifacts or products of prehistoric or aboriginal art, culture or any other aspect of prehistoric or aboriginal civilization, whatever their form, and any doubt as to the identification of any item as an archaeological resource shall be resolved by the Minister.
- (b) "Band" means the Six Nations Indian Band.
- (c) "Compensation measures" means monetary payment or replacement-in-kind for environmental losses attributed to the use of the land by the Permittee.
- (d) "Lands" means "lands" as defined by paragraph 1(a) of the Permit.
- (e) "Permit" means the proposed Brantford Southern Access Road permit.
- (f) "Proposal" means the proposed Brantford Southern Access Road construction project.
- (g) "Environmental Report" means the report entitled "Environmental Impact Assessment, Screening I" to be completed by the consulting firm of McCormick Rankin and which documents the results of the environmental study to be undertaken by the Permittee pursuant to paragraph 2.

2. Environmental Study

The Permittee shall, prior to the coming into force of the Permit, conduct an environmental study of the proposal which shall address and consider the overall environmental impact of the Proposal on the Six Nations Indian Reserve No. 40B, in accordance with such terms, conditions and provisions as the Minister may determine are necessary in order for the Minister to comply with the federal Environmental Assessment and Review Process Guidelines Order, 1984 ("The Guidelines Order").

3. Environmental Report

The Permittee shall provide the Minister and the Band with a copy of the Environmental Report upon completion of said report.

4. Independent Environmental Assessment

- (1) Upon receipt of the Environmental Report referred to in paragraph 3 the Minister shall, within a reasonable time, conduct an independent initial assessment of the Proposal in accordance with the Guidelines Order.
- (2) Upon completion of the independent assessment referred to in sub-paragraph 4(1) and upon compliance by the Permittee with paragraphs 2, 3 and sub-paragraph 7(1), the Minister shall give due consideration to the Band's request that the Permit be authorized pursuant to subsection 28(2) of the Indian Act.

5. Limited Entry onto Lands

Prior to the date on which the Permit takes effect, the Permittee shall not enter onto the Lands other than for the purposes of conducting the environmental study referred to in paragraph 2 and collecting data and testing samples related thereto.

6. Due Diligence

The Permittee agrees to exercise due diligence to prevent any adverse environmental impacts to the Lands resulting from the activities of the Permittee, its officers, agents or employees.

7. Mitigation/Compensation Measures

- (1) The Permittee agrees to modify the Proposal in order to provide mitigative measures or compensation measures for any anticipated adverse environmental impacts resulting from the activities to be carried out pursuant to the permit, as identified in the Environmental Report to be provided to the Minister pursuant to paragraph 3.
- (2) The Permittee agrees to implement the mitigative measures or compensation measures referred to in sub-paragraph 7(1).
- (3) The Permittee further agrees to provide mitigative measures or compensation measures for any actual or anticipated adverse environmental impacts resulting from the activities to be carried out pursuant to the Permit and which may not be identified in the Environmental Report to be provided to the Minister pursuant to paragraph 3.
- (4) The Permittee shall undertake mitigative measures or compensation measures as provided by sub-paragraph 7(3) within a reasonable period of time following notice or discovery of the actual or anticipated adverse environmental impacts.

8. Compliance with Environmental Laws

During the currency of the Permit, the Permittee shall, at its own expense, accede to and abide by all federal or provincial Environmental Protection Statutes and any regulations passed pursuant thereto.

9. Archaeological Resources

- (1) The Permittee shall promptly notify the Minister and the Band of any archaeological resources discovered or found on the Lands by the Permittee, its officers, agents, employees or third parties.
- (2) Upon receipt of notice pursuant to sub-paragraph 9(1), the Minister may order the Permittee to cease work on the

proposal to enable the Band to conduct an archaeological excavation of the site on which the archaeological resources referred to in sub-paragraph 9(1) were discovered or found, where such resources are determined by the Minister, in consultation with the Band, to be significant.

- (3) The Permittee hereby acknowledges that the archaeological resources referred to in sub-paragraph 9(1) or any archaeological resources uncovered during or following an excavation under sub-paragraph 9(2) are the property of the Band and hereby agrees that it will promptly remit all such archaeological resources to the Band council.

10. Cancellation of Permit

The Minister may cancel the Permit for non-performance of any of the Permittee's obligations under this Agreement, with the following conditions:

- (a) the Permittee shall be entitled to 30 days written notice of the breach or breaches and of the Minister's intent to cancel the Permit, PROVIDED HOWEVER, that such cancellation shall not prejudice the Minister's right to recover from the Permittee the fees then accrued or accruing, or any other right of action arising from, under or in respect of the Permit;
- (b) during the notice period, or within such other period as may be approved by the Minister, such approval not to be arbitrarily or unreasonably withheld, the Permittee shall have the right to put the Permit in good standing by rectifying the breach or breaches identified in the written notice, and
- (c) upon rectification of the breach or breaches by the Permittee pursuant to sub-paragraph 10(b), the Minister shall withdraw the cancellation notice, in which case the Permit shall be deemed to be in good standing.

11. Interpretation

- (1) In this Agreement, the masculine includes the feminine and the singular includes the plural.
- (2) Any reference to "the Minister" in this Agreement shall be deemed to include his authorized representative.

12. Notice by Registered Mail

Unless otherwise stated, any notice required under this Agreement shall be given to the Minister at:

Department of Indian Affairs & Northern Development
Ontario Regional Office
25 St. Clair Avenue East
TORONTO, Ontario
M4T 1M2

ATTENTION: Director,
Lands, Revenues and Trusts

and to the Permittee at:

Corporation of the City of Brantford
100 Wellington Square
BRANTFORD, Ontario
N3T 2M3

ATTENTION: City Engineers.

13. Time of the Essence

Time shall be of the essence in this Agreement.

14. Headings

All headings in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of its provisions.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development as represented by GRAHAM SWAN, DIRECTOR OF LANDS has hereunto set his hand for and on behalf of Her Majesty The Queen in Right of Canada and the Corporate Seal of the Permittee has hereunto been affixed and duly attested to by its proper officer's duly authorized in that behalf.

Signed, sealed and delivered on behalf of the Minister of Indian Affairs and Northern Development in the presence of

Her Majesty The Queen in Right of Canada

J. Santilli
Witness

Rowen
Minister of Indian Affairs & Northern Development

Corporation of The City of Brantford

Larry Timbaly
Witness

Per: [Signature]
Mayor

[Signature]
Clerk

The Six Nations Indian Band hereby consents to the execution of this Agreement.

[Signature]
Chief

Raymond Hill
Councillor

[Signature]
Councillor

[Signature]
Councillor

[Signature]
Councillor

[Signature]
Councillor

[Signature]
Councillor

Lewis B. Stata

[Signature]

D

April 17, 1991

**Six Nations/Ministry of Transportation
Ontario**

Towpath Lease

THIS AGREEMENT made in triplicate this 17th day of April,
one thousand nine hundred and ninety-one.

INFORMATION COPY ONLY

BETWEEN:

SIX NATIONS OF THE GRAND RIVER AS REPRESENTED BY
THE SIX NATIONS COUNCIL,
having a Head Office in Ohsweken,
in the Province of Ontario,

hereinafter referred to as "the Council",

OF THE FIRST PART;

- and -

THE MINISTER OF TRANSPORTATION FOR
THE PROVINCE OF ONTARIO,

hereinafter referred to as "the Minister",

OF THE SECOND PART.

WHEREAS:

- (1) The Minister seeks to improve the King's Highway Number 54 between Brantford and Caledonia;
- (2) The proposed highway improvements will affect land in the Tow Path adjacent to the Grand River, as well as land presently occupied by right of way of the King's Highway Number 54;
- (3) The Six Nations of the Grand River has submitted land claims which include areas of the Tow Path;
- (4) The Minister is presently using 15.4694 acres of the areas of the Tow Path which are claimed by the Six Nations of the Grand River;
- (5) The Council and the Minister are of the opinion that each of them will benefit from construction of the proposed highway improvements;

RECEIVED

JUN 14 1991

SIX NATIONS
LAND RESEARCH OFFICE

- (6) The Council and the Minister intend to achieve their common and specific purposes in harmony and understanding and without prejudice to the position each of them may have as to legal ownership of the Tow Path land.

NOW THEREFORE THIS AGREEMENT WITNESSES that:

1. The Minister shall pay to the Six Nations of the Grand River, the sum of Four Hundred and Forty-Five Thousand (\$445,000.00) Dollars detailed in Schedule "A" attached hereto, payment to be made as directed by the Council.
2. The sum of money paid by the Minister to the Six Nations of the Grand River in pursuance of this agreement is in addition to any benefit the Six Nations of the Grand River may receive by way of settlement of either or both land claims and other claims.
3. The Minister may continue to use the 15.4694 acres of Tow Path land for transportation purposes, on the understanding that the use will not prejudice the position either the Council or the Minister may have as to legal ownership of the land.
4. Without limiting the generality of Clause 3, use of the 15.4694 acres of Tow Path land shall include:
 - (a) entry upon the land;
 - (b) construction;

- (c) maintenance;
- (d) inspection;
- (e) alteration;
- (f) repair;
- (g) replacement; and
- (h) reconstruction.

for transportation purposes of or incidental to the King's Highway Number 54.

5. The Council consents to the use of the 15.4694 acres of Tow Path land as corridors for the poles, wires, conduits, transformers, pipe lines and other works of or incidental to public utilities other than Ontario Hydro transmission lines, and without limiting any of the generality of the foregoing,

- (a) for water and sewage service;
- (b) for telephone and telegraph service, or either of them; and
- (c) to transmit, distribute or supply electricity or artificial gas or natural gas for light, heat or power, including Ontario Hydro.

6. The Minister may use Tow Path land not included in this agreement,

(a) for access purposes during construction and maintenance of the King's Highway Number 54 and subsequent work thereto; and

(b) subject to the Council's approval, such approval not to be unreasonably withheld, to construct and maintain the drainage improvements the Minister deems necessary at any time to provide for proper drainage of the King's Highway Number 54.

7. The Council shall apply to the Minister for permission to construct and maintain entranceways for access between the King's Highway Number 54 and lands of the Six Nations of the Grand River which are not affected by this agreement, and

(a) each application shall be made using the standard appropriate Ministry form available at the District Office of the Ministry;

(b) permission to construct and maintain each entranceway shall be granted by Ministry permit made subject to the standard Ministry terms and conditions set out in the permit;

(c) no charge shall be made for the Ministry permits;

(d) permission to construct and maintain each entranceway will be granted except where the

entranceway would create a hazard for users of the highway and the entranceway;

(e) permission to construct and maintain entranceways for access between the King's Highway Number 54 and areas of Tow Path land which would otherwise have no road access will be given special consideration by the Minister; and

(f) the Ministry shall make no charge for the processing of applications for the placement of signs advertising concerns of the Six Nations of the Grand River.

8. This agreement and the rights granted in it shall terminate upon the earliest of the following events:

(1) when use of the 15.4694 acres of land is no longer required for highway purposes or as a corridor for public utilities; or

(2) if it is legally established that the Crown in right of Ontario is the legal owner of the Tow Path land affected by this Agreement.

9. Termination of this agreement shall not affect existing permits issued to the Six Nations of the Grand River.

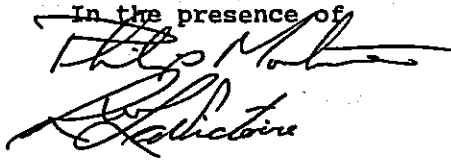
10. The Minister of Transportation for the Province of Ontario is not personally responsible for the carrying out of the obligations of the Minister as expressed in this agreement.

11. The Council and the Minister shall execute or have executed all documents as may be necessary from time to time to give effect to this agreement.

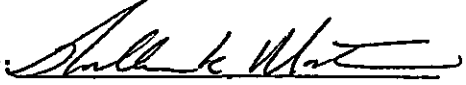
THIS AGREEMENT shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.

SIGNED, SEALED AND DELIVERED:


In the presence of



) SIX NATIONS COUNCIL

Per: 

Per: _____


MINISTER OF TRANSPORTATION

SCHEDULE "A"

Area of Affected Tow Path Lands - 15.4694 acres

Value of Tow Path Lands - \$12,500.00 per acre

Interest Rate - 12% + 1%

Value of affected lands - $15.4694 \times \$12,500.00 = \$193,500.00$
(rounded)

Value of \$193,500.00 @ 13% interest = \$25,155.00 capitalized at 10%
in perpetuity = \$251,550.00 + land value of \$193,500.00 =
\$445,000.00 (rounded).

E

January 1, 1993

Six Nations/Ontario Hydro

Grant in Lieu of Taxes

THIS AGREEMENT made as of the 1st day of January, 1993

BETWEEN:

THE COUNCIL OF THE SIX NATIONS OF THE GRAND RIVER,
(hereinafter called the "Council")

OF THE FIRST PART

- and -

ONTARIO HYDRO, a body corporate continued under the laws of the Province of Ontario and having its head office at the City of Toronto, in the Province of Ontario,
(hereinafter called "Hydro")

OF THE SECOND PART

WHEREAS, the Council has the power to govern interests in the Six Nations of the Grand River Reserve Lands No. 40 and 40B, including the right to occupy, possess or use such land;

AND WHEREAS, Hydro pays grants in lieu of taxes to municipalities in which are situated:

- (i) lands owned by and vested in Hydro or buildings used exclusively for executive and administrative purposes and owned by and vested in Hydro or buildings owned by and vested in Hydro and rented by Hydro to other persons, and
- (ii) generating station buildings or transformer station buildings owned by and vested in Hydro;

AND WHEREAS, in view of the fact that Hydro pays grants in lieu of taxes to municipalities in which Hydro owns land as set out above, Hydro wishes to make fair payments in lieu of taxes to the Six Nations of the Grand River similar to its payments to municipalities;

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Hydro will pay to the Council for 1993 the following amounts \$103,597 (the "Base Payment Amount") and \$11,008 (the "Transformer Station Building Payment Amount"). The Base Payment Amount or 1998 Base Payment Amount (as hereinafter defined) and the Transformer Station Building Payment Amount shall hereinafter be collectively referred to as the "Total Payment Amount".
2. The Total Payment Amount has been calculated in accordance with the formula set out in Schedule "A" attached hereto.

3. The Council has accepted the Total Payment Amount as an appropriate payment reflecting all of Hydro's occupation of land on the Reserve.
4. In arriving at the Total Payment Amount, the parties have taken into account the manner in which payments are made to municipalities; the amount of such payments; the transmission lines located on the Reserve; any Hydro buildings located on the Reserve; the respect and values of the Iroquois people concerning their land; and the desire of the parties to agree on payments that are equitable, simple to administer and reflective of their mutual respect.
5. The term of this agreement shall be for 10 years from January 1, 1993 to December 31, 2002 and may be extended or renewed by agreement between the parties.
6. The Base Payment Amount shall be recalculated as at January 1, 1998 using the formula set out in Schedule "A" (the "1998 Base Payment Amount"). This calculation shall be made as soon as possible after the necessary information is available in 1998.
7. Subject to paragraph 9 hereunder, in each of the years from 1994 to 1997 inclusive, the Base Payment Amount; and in each of the years from 1999 to 2002 inclusive, the 1998 Base Payment Amount, shall be adjusted to reflect the percentage change from the previous year in the Ontario Composite of the Consumer Price Index as published by Statistics Canada (the "Adjusted Base Payment Amount"). In the event that the Ontario Composite of the Consumer Price Index is discontinued or is otherwise unavailable, another Statistics Canada index satisfactory to both parties shall be substituted therefor.
8. Upon receipt of formal request, Hydro shall pay an interim payment to the Council on April 30 of each year 50% of the amount paid to the Council pursuant to this agreement in the previous year. The Adjusted Base Payment Amount for each such year, or in the case of 1998, the 1998 Base Payment Amount shall be calculated when the necessary data becomes available. The difference between (i) the total of (a) the Adjusted Base Payment Amount or in the case of 1998 the 1998 Base Payment Amount and (b) the Transformer Station Building Payment Amount, for the year and (ii) the amount paid on April 30 of the year shall be paid by Hydro to the First Nation on June 1 of the year.
9. If in any year any of the following events take place:
 - (i) the legal boundaries of the Reserve are altered; or

- (ii) new transmission lines or buildings are installed by Hydro on the Reserve or existing transmission lines or buildings are altered or removed.

then the Total Payment Amount shall be recalculated (in lieu of the Adjusted Base Payment Amount for the year being determined) in accordance with the formula set out in Schedule "A" attached hereto.

10. The parties have entered into this agreement in a spirit of mutual respect and co-operation, and share a respect for the land and a concern for future generations. They expressly intend that this agreement shall not affect or prejudice the rights or freedoms of other First Nations, other utilities, or of any person or body other than the parties to this agreement.
11. Payments described in this agreement are in lieu of taxes or payments affecting Hydro as a result of any by-law passed by the Council under any legislation or any by-law or legislation passed by the Council pursuant to any new powers received either by legislation or an amendment to the Canadian Constitution. During the term of this agreement no taxes or payments will be owed by Hydro to the Six Nations of the Grand River pursuant to any such by-law or legislation.
12. The parties agree that nothing in this Agreement shall be construed as to effect, derogate from or abrogate aboriginal treaty, constitutional or land claims of the Six Nations of the Grand River.
13. This agreement shall bind the Council and Hydro, the parties, their successors and assigns.
14. Any notice or payment required or permitted to be given hereunder shall be sufficiently given to the party to whom it is addressed if given by personal delivery to or sent by registered post or first class mail or fax to the Council at:

Six Nations of the Grand River Council,
P.O. Box 5000,
Oshweken, Ontario
NOA 1M0

Fax Number: 519-445-2463

Attn: Land Claims Research Office

and to Hydro at:

Ontario Hydro
700 University Avenue,
Toronto, Ontario,
M5G 1X6

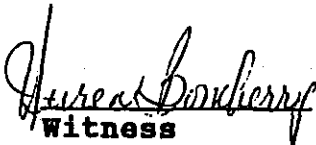
Attention: Assessment & Taxation Officer
Corporate Real Estate Division


Fax Number: 416-506-6052

or to such other address or telex number as either party may furnish to the other from time to time. Any Notice, if mailed correctly addressed, postage prepaid by registered mail at a post office in Ontario, shall be deemed to have been given on the date of such registration and shall be deemed to have been received on the fourth business day thereafter, or when it is actually received, whichever is earlier. Any notice personally delivered or faxed shall be deemed to have been given and received on the date on which it was delivered. In the event of any actual or imminent disruption in postal service any notice shall be personally delivered or faxed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized in that behalf.

THE COUNCIL OF THE SIX NATIONS OF THE GRAND
RIVER
as represented by the Elected Chief


Witness


Steve Williams

ONTARIO HYDRO

Witness


A/Vice President - Business Services

SCHEDULE "A"

SIX NATIONS OF THE GRAND RIVER

Length of 230 kV transmission line	1.26 km
Length of 115 kV transmission line	15.55 km
Size of transformer station	1,376 sqf
Transformer Station site	6.43 acres
Rate per Acre for T.S. site	\$2,695
1993 rate per km of 230 kV transmission line	\$6,538
1993 rate per km of 115 kV transmission line	\$5,018
Building rate	\$8.00/sqf
a) BASE PAYMENT AMOUNT	
230 kV transmission line (1.26 x \$6,538)	\$ 8,238
115 kV transmission line (15.55 x \$5,018)	78,030
T.S. Site (\$2,695 x 6.43)	17,329
Total	\$103,597
b) TRANSFORMER STATION BUILDING PAYMENT AMOUNT	
Transformer Station (\$8.00 x 1,376)	11,008
c) TOTAL ANNUAL PAYMENT FOR 1993	<u>\$114,605</u>

SCHEDULE

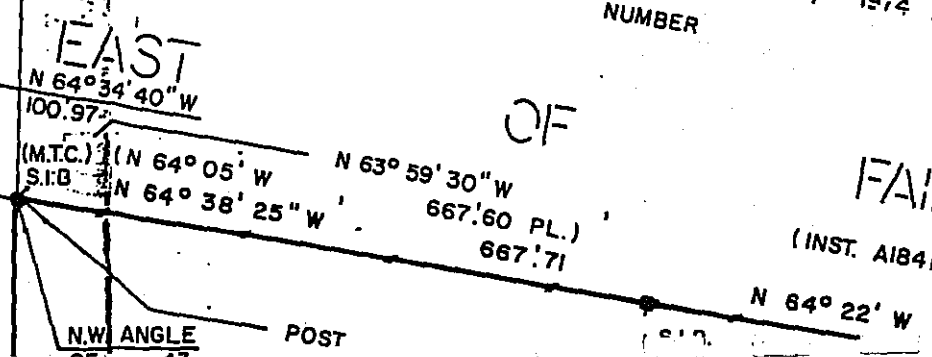
PART	LOCATION	INST. N° &	REMARKS
1	PARTS OF BROKEN FRONT LOTS 22 & 23, TOUCHING ON THE NORTH OR EAST OF FAIRCHILD'S CREEK, AND PARTS OF LOTS 41 & 42, RIVER RANGE	A197052 &	A197053
2	PART OF BROKEN FRONT LOT 23, TOUCHING ON THE NORTH OR EAST OF FAIRCHILD'S CREEK, AND PARTS OF LOTS 41 & 42, RIVER RANGE	A197052 & A197053;	SUBJECT TO EASEMENTS AS IN INST. 5876 (ONON.) AND 5877 (ONON.)
3	PART OF BROKEN FRONT LOT 23, TOUCHING ON THE NORTH OR EAST OF FAIRCHILD'S CREEK, AND PARTS OF LOTS 41 & 42, RIVER RANGE	A197052 &	A197053
4	PART OF LOT 42, RIVER RANGE	A197053; SUBJECT TO EASEMENTS AS IN INSTRUMENT NUMBER A35178	
5		A197053	
6	PARTS OF LOTS 43 AND 44, RIVER RANGE	A238351	
7		A238351; SUBJECT TO EASEMENTS AS IN INST. 5878 (ONON.) AND 5879 (ONON.)	
8		A238351	
9		A238351; SUBJECT TO EASEMENTS AS IN INST. A37496 AND A40260	
10		A238351	
11	PART OF LOT 43, RIVER RANGE	A238351	

(PAINTER ROAD)

PLAN OF SURVEY DATED BY H. W. WEST C.L.S. 7
 INSTRUMENT NUMBER JUNE 25 1974

A184171

8



INST. No. 464844

CREEK

PL
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 C

F

March 18, 1993

Six Nations/Town of Dunnville

Sewer Easement

THIS AGREEMENT made, in triplicate, this 18th day of MARCH
in the year One Thousand Nine Hundred and Ninety-three (1993)

BETWEEN: SIX NATIONS OF THE GRAND RIVER AS REPRESENTED BY THE
SIX NATIONS COUNCIL, having a Head Office in Ohsweken,
in the Province of Ontario,

hereinafter referred to as "the Council"

OF THE FIRST PART,

and

THE CORPORATION OF THE TOWN OF DUNNVILLE,

hereinafter referred to as "the Town of Dunnville"

OF THE SECOND PART.

WHEREAS:

1. The Town of Dunnville seeks to install a storm sewer from Main Street down Cedar Street, behind the Water Plant south-east along the Grand River to the down River side of the Dunnville Dam as outlined on Appendix "A" attached hereto;
2. The proposed sewer construction will affect land adjacent to the Grand River being areas the Six Nations of the Grand River have submitted land claims for, which said lands are more particularly described in Schedule "B" attached hereto.
3. The Council and the Town of Dunnville are of the opinion that no one will gain by preventing the construction of the proposed storm sewer improvements;
4. The Council and the Town of Dunnville intend to achieve their common and specific purposes in harmony and understanding and without prejudice to the position each of them may have as to the legal ownership of the claimed lands at issue; and
5. This agreement is entered into by the parties hereto without prejudice to any decision that Ontario or Canada may make with respect to the affected area.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

1. In consideration to obtain access across the land claim area, the Town of Dunnville agrees to pay the sum of One Thousand Dollars (\$1,000.00), which monies will be held in trust by Six Nations and the Town of Dunnville jointly in the Royal Bank of Canada, Ohsweken Branch, with interest accrued likewise to be held in trust.
2. The sum of money paid by the Town of Dunnville to the Six Nations of the Grand River in pursuance of this agreement in addition to any benefit the Six Nations of the Grand River may receive by way of settlement of Six Nations Land Claims.
- 3(a) Should the claim be resolved such that Six Nations does not have a valid claim to the lands at issue, all monies paid by the Town of Dunnville, and the accrued interest thereon, shall be promptly returned to the Town of Dunnville.
- (b) Should the claim be resolved such that Six Nations does have a valid claim to the lands at issue, the trust monies referred to in paragraph 1, including accrued interest, shall be promptly turned over to the Six Nations of the Grand River.
4. Should the Six Nations be declared the owners of the prop-

(576 part)

erty, the parties hereto agree that they shall enter into a reasonable renewable agreement which said agreement will provide the Town of Dunnville with a storm sewer easement over the property for municipal purposes; Provided however that in the event the parties are unable to reach an agreement, then all matters in difference in relation to this agreement shall be referred to the arbitration of a single arbitrator, if the parties hereto agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration. The award and determination of such arbitrator or arbitrators, or any two of such three arbitrators, shall be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

5(a) The use of the storm sewer area shall include:

- (i) entry upon the land;
- (ii) original construction of the storm sewer line;
- (iii) maintenance;
- (iv) inspection;
- (v) alteration;
- (vi) repair;
- (vii) replacement; and
- (viii) reconstruction;

for storm sewer purposes and the continuation of any present uses, which include but are not restricted to, the use of a parking lot and roadways, but for no other purpose.

(b) The Town of Dunnville will give the Council fifteen days notice in the event that it is necessary for the Town to enter on the subject lands for the purposes set out in 5(a)(v), 5(a)(vii) and 5(a)(viii) herein.

6. Termination of this agreement shall not affect existing permits issued by the Six Nations of the Grand.

7. It is understood and agreed between the parties hereto that this agreement shall be executed only if approval is obtained for the use of a storm sewer at this location from the Ontario Ministry of the Environment. The said approval is attached hereto as Schedule "C".

8. The Town of Dunnville shall at all times indemnify and save harmless the Six Nations Council from and against all claims, including claims arising from the public use of the subject lands, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, occasioned by or attributable to anything done or omitted to be done by the Town of Dunnville in its use or maintenance of the said lands, or from the public use thereof.

9(a) The Town of Dunnville shall promptly notify the Council of any archaeological resources discovered or found in the affected area by the Town, its officers, agents, employees or third parties.

(b) Upon receipt of such notice the Council may order the work to cease to enable the Council to determine remedies or the necessity of an archaeological excavation at the site.

(c) The Town of Dunnville hereby acknowledges that it will not make any claim to any native archaeological resources

uncovered during the excavation and it will quit claim and release any interest in such property to the Council.

10. This document shall in no way derogate or negate any future claims of Six Nations.
11. The Six Nations Council and the Town of Dunnville shall execute or have executed all documents as may be necessary from time to time to give affect to this agreement.

THIS AGREEMENT shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.

SIGNED, SEALED AND DELIVERED)

in the presence of)

V. Charlene Lomberry)

SIX NATIONS OF THE GRAND RIVER

per:)

Stuart Hill
Six Nations Council)

THE CORPORATION OF THE TOWN OF DUNNVILLE)

per:)

W. P. Blake
Mayor)
Samuel Jones
Clerk Administrator)

G

October 4, 1993

**Six Nations/Grand River Conservation
Authority**

Repairs to Weirs # 3 & # 4

MEMORANDUM OF AGREEMENT

INFORMATION COPY ONLY

This MEMORANDUM OF AGREEMENT made in duplicate this 4th day of October, in the year One Thousand Nine Hundred and Ninety Three.

BETWEEN: SIX NATIONS OF THE GRAND RIVER
AS REPRESENTED BY
THE SIX NATIONS COUNCIL ELECT
having a HEAD OFFICE in OHSWEKEN,
in the Province of Ontario

hereinafter referred to as the "Council"

of the first part;

AND: THE GRAND RIVER CONSERVATION AUTHORITY
having a HEAD OFFICE in CAMBRIDGE,
in the Province of Ontario

hereinafter referred to as the "G.R.C.A."

of the second part;

WHEREAS Six Nations has submitted land claims against Canada for the Bed of the Grand River for flooding caused by the Welland Canal Company, the injustice of the Grand River Navigation Company and for outstanding compensation for lands adjacent to the foregoing; and

WHEREAS the Council and the G.R.C.A. recognize it is the responsibility of the Governments of Canada and Ontario to resolve the land claims of the Six Nations Indians; and

WHEREAS the G.R.C.A. seeks to repair WEIR #4 at BYNG ISLAND as it shows serious signs of deterioration with investigations revealing a probable failure unless remedial work is initiated immediately; and

WHEREAS the G.R.C.A. seeks to repair WEIR #3 and to install a fishway at BYNG ISLAND as WEIR #3 also shows signs of deterioration; and

WHEREAS the Council and the G.R.C.A. are of the joint opinion that installation of a fishway and appropriate lamprey barrier in WEIR #3 will be of benefit to the fishery of the Grand River; and

WHEREAS the Council and the G.R.C.A. are of the joint opinion that the failure of WEIR #4 and #3 could have a detrimental impact on the present aquatic ecosystem;

WHEREAS the Council and the G.R.C.A. agree that this Memorandum of Agreement be valid for a 5-year period at which time the option is available to review and renew the agreement if necessary; and

WHEREAS the Council and the G.R.C.A. intend to achieve their common and specific purpose in harmony and understanding and without prejudice to the position each of them may have as to legal ownership of the claimed lands at issue.

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT:

1. To enable the necessary repairs to proceed in an environmentally approved manner at Weir # 4 and Weir #3, the Council gives their consent for the removal of Weir # 4 and Weir #3 from the Environmental Assessment of the Dunnville Boat Lock with Dam and Weir Rehabilitation.
2. In exchange for item (1), the G.R.C.A. shall make available through Council, to the Six Nations such expertise and natural resources as outlined in the Appendix.
3. Council shall continue not to object to the use of Weir # 4 and Weir #3 by the G.R.C.A. until resolution of the claims, provided the natural resources and expertise of the G.R.C.A. are shared with Six Nations as outlined in the Appendix.
4. Should the claims affecting the lands of Weir # 4 and Weir #3 be resolved in Six Nations favour, continued occupation by the G.R.C.A. of this area shall be subject to a separate agreement.
5. Should the claims affecting the lands of Weir # 4 and Weir #3 be resolved such that Six Nations does not retain an interest, this agreement may be terminated at the will of the G.R.C.A.
6. Termination of this agreement shall not affect existing or future permits as issued by the Council throughout these land claim areas.
7. The G.R.C.A. shall at all times indemnify and save harmless the Council from and against all claims, demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, sustained, occasioned by or attributable to anything done or omitted to be done by the G.R.C.A. in its use or maintenance of the said lands or arising from the public use thereof.
8. The Council shall at all times indemnify and save harmless the G.R.C.A. from and against all claims, demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, sustained, occasioned by or attributable to anything done or omitted to be done by the Council during the course of G.R.C.A. work on Six Nations lands.

THIS AGREEMENT shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.

SIGNED, SEALED AND DELIVERED in the presence of;

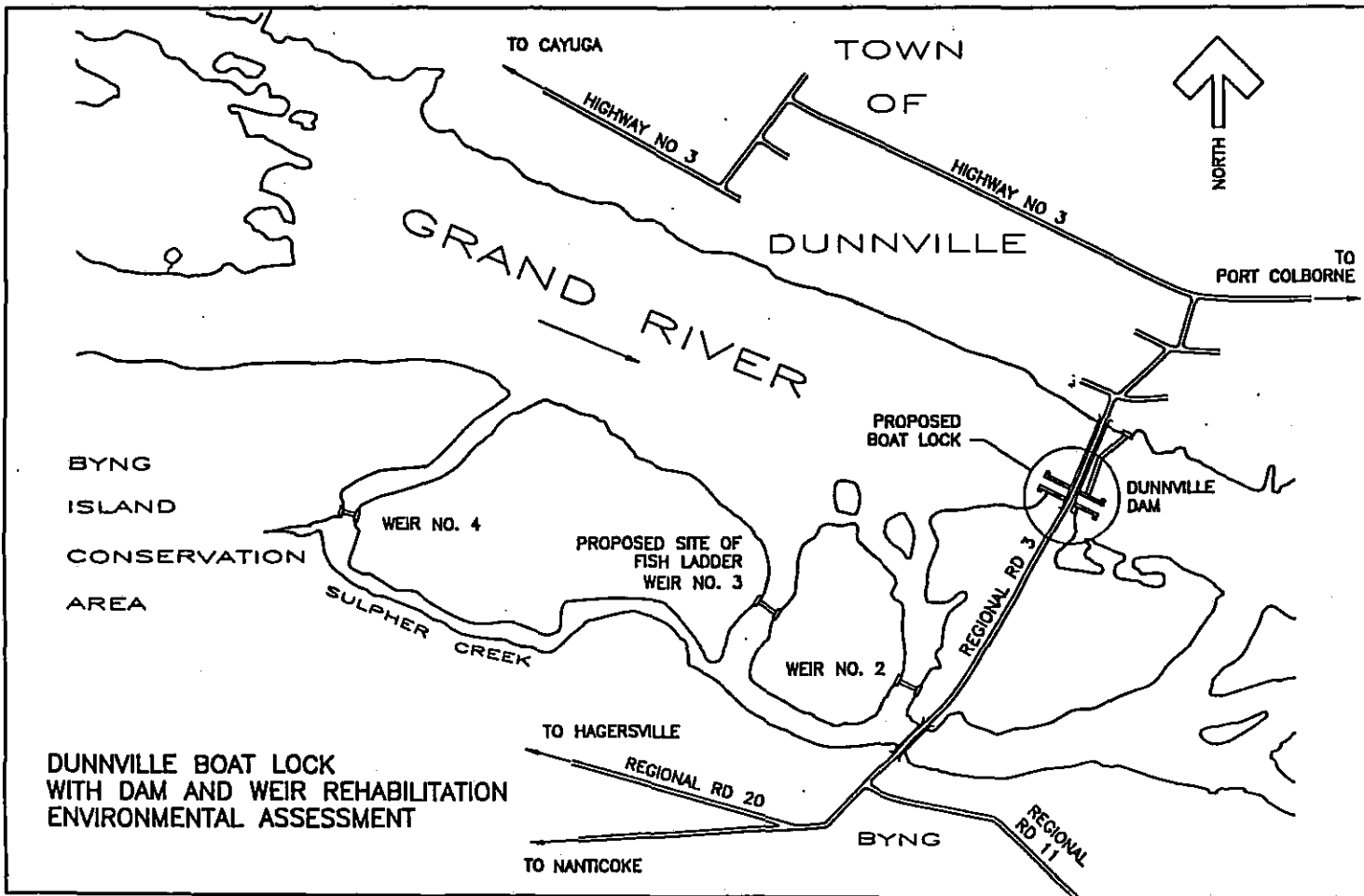
SIX NATIONS OF THE GRAND RIVER

Stan Hill
SIX NATIONS COUNCIL

A.R. Holmes
GRAND RIVER CONSERVATION AUTHORITY

APPENDIX

- 1) The G.R.C.A. will provide Carolinian seedling stock to the Six Nations. The number of seedlings to be supplied over a five year period will be established by G.R.C.A. staff and the forestry department of the Six Nations. The maximum number of trees to be supplied in the fifth year shall be 100,000.
- 2) Equipment (such as tree planters) if available when needed will be made available to the Six Nations.
- 3) The G.R.C.A. shall ensure that the Six Nations Forestry Department is given equal opportunity to bid on tree planting contracts in the Grand River Watershed.
- 4) The G.R.C.A. will work with the Six Nations Education Department to achieve a mutually convenient schedule of elementary (kindergarten to Grade 6) class attendance at the Taquanyah Nature Centre for up to ten days per year with maximum class room size not to exceed 32 students.
- 5) The G.R.C.A. will arrange to train up to three students a year by providing hands on training in various resource management fields. This will be similar to our current high school co-op programme in which students work with staff two to three days a week and gain experience and knowledge in natural resource management.
- 6) The G.R.C.A. and the Council will establish a technical working committee which will provide advice and assistance in the development of the Six Nations Ecocentre.
- 7) A technical working group consisting of staff of the G.R.C.A. and Six Nations will work together with the approving agencies to develop a process that will make the Caledonia fish ladder operable.



DUNNVILLE BOAT LOCK WITH DAM AND WEIR REHABILITATION ENVIRONMENTAL ASSESSMENT

Excerpt taken from: Review Under the Environmental Assessment Act - Nov 23/12
 Report to construct A Boat Lock & Repair the Dam & Weirs on the Grand River @ Dunnville
 see Dunnville Dam site
 Report submitted by CP2411

H

August 8, 1994

**Six Nations/Grand River Conservation
Authority**

Dunnville Dam

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT made in duplicate this 8TH day of AUGUST, in the year One Thousand Nine Hundred and Ninety Four.

BETWEEN: SIX NATIONS OF THE GRAND RIVER
AS REPRESENTED BY
THE SIX NATIONS COUNCIL ELECT
having a HEAD OFFICE in OHSWEKEN,
in the Province of Ontario

hereinafter referred to as the "Council"

of the first part;

AND: THE GRAND RIVER CONSERVATION AUTHORITY
having a HEAD OFFICE in CAMBRIDGE,
in the Province of Ontario

hereinafter referred to as the "G.R.C.A."

of the second part;

WHEREAS Six Nations has submitted land claims against Canada for the Bed of the Grand River for flooding caused by the Welland Canal Company, the injustice of the Grand River Navigation Company and for outstanding compensation for lands adjacent to the foregoing; and

WHEREAS the Council and the G.R.C.A. recognize it is the responsibility of the Governments of Canada and Ontario to resolve the land claims of the Six Nations Indians; and

WHEREAS the G.R.C.A. seeks to repair the Dunnville Dam at BYNG ISLAND as it shows serious signs of deterioration with investigations revealing a probable failure unless remedial work is initiated immediately; and

WHEREAS the Council and the G.R.C.A. are of the joint opinion that the failure of the Dunnville Dam could have a detrimental impact on the present aquatic ecosystem;

WHEREAS the Council and the G.R.C.A. agree that this Memorandum of Agreement be valid for a 5-year period at which time the option is available to review and renew the agreement if necessary; and

WHEREAS the Council and the G.R.C.A. intend to achieve their common and specific purpose in harmony and understanding and without prejudice to the position each of them may have as to legal ownership of the claimed lands at issue.

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT:

1. To enable the necessary repairs to proceed in an environmentally approved manner at the Dunnville Dam and limiting only to repair and maintenance of the Dunnville Dam exclusive of liftlocks; the Council gives their consent for the removal of the Dunnville Dam from the Environmental Assessment of the Dunnville Boat Lock with Dam and Weir Rehabilitation.
 - (a) The G.R.C.A. will obtain the approvals from the Ontario Ministry of Environment & Energy for the construction and repair of the Dunnville Dam and provide appropriate documentation upon receipt,
 - (b) The G.R.C.A. will obtain the approvals from the Ontario Ministry of Natural Resources and the Federal Department of Fisheries and Oceans for the construction and repair work of the Dunnville Dam, and provide appropriate documentation upon receipt.
2. In exchange for item (1), the G.R.C.A. shall make available through Council, to the Six Nations such expertise and natural resources as outlined in the Appendix.
3. Council shall continue not to object to the use of the Dunnville Dam by the G.R.C.A. until resolution of the claims, provided the natural resources and expertise of the G.R.C.A. are shared with Six Nations as outlined in the Appendix.
 - (a) The G.R.C.A. will give the Council immediate notice in the event that it is necessary for the G.R.C.A. to enter on the subject lands for the purpose of repair maintenance or construction of the main dam.
4. Should the claims affecting the lands of the main dam be resolved in Six Nations favour, continued occupation by the G.R.C.A. of this area shall be subject to a separate agreement superceding this agreement.
5. Should the claims affecting the lands of the main dam be resolved such that Six Nations does not retain an interest, this agreement may be terminated at the will of the G.R.C.A.
6. Termination of this agreement by mutual consent of both parties shall not affect existing or future permits as issued by the Council throughout these land claim areas.

7. The G.R.C.A. shall at all times indemnify and save harmless the Council from and against all claims, demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, sustained, occasioned by or attributable to anything done or omitted to be done by the G.R.C.A. in its use or maintenance of the said lands or arising from the public use thereof.
8. The Council shall at all times indemnify and save harmless the G.R.C.A. from and against all claims, demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, sustained, occasioned by or attributable to anything done or omitted to be done by the Council during the course of G.R.C.A. work on Six Nations lands.

THIS AGREEMENT shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.

SIGNED, SEALED AND DELIVERED in the presence of;

SIX NATIONS OF THE GRAND RIVER

Stuart M. ...
SIX NATIONS COUNCIL

A R Holmes
GRAND RIVER CONSERVATION AUTHORITY

APPENDIX

- 1) The G.R.C.A. will provide to the Six Nations Community conservation tillage equipment and technical services needed to implement and understand the practices of conservation tillage.
- 2) The G.R.C.A. will provide technical assistance to the Six Nations in developing their Ecology Centre and co-operative programs at Six Nations.
- 3) The G.R.C.A. will work with the Six Nations Education Department or other Six Nations Council delegate to achieve a mutually convenient schedule of elementary (kindergarten to Grade 6) class attendance at the Taquanyah Nature Centre for an additional ten days per year (10 days per year in addition to the 10 days provided in the contract of September 1992) with a maximum class room size not to exceed 32 students and an additional 20 days of mutually agreed upon outdoor educational opportunities as selected from the following options:
 - Ecology Centre curriculum development
 - up to Grade 8 class visits at Taquanyah Nature Centre
 - up to Grade 8 visits at Apps' Mill Nature Centre during days not booked
 - summer Conservation Day Camps at Apps' Mill or Taquanyah (15 students in blocks of 5 days)
 - Fairlake Mobile Centre programs at Six Nations schools or other appropriate lands.
- 4) The G.R.C.A. will provide technical assistance in developing a fisheries rehabilitation program (including stream rehabilitation) on the Six Nations Reserve and co-operative programs associated therewith.
- 5) The G.R.C.A. will make every effort with the Province to obtain a seat for a member of Six Nations on the G.R.C.A. Board.
- 6) The G.R.C.A. will work with the Six Nations and others to establish a water quality monitoring program in the Brantford area upstream of the Six Nations Reserve to:
 - i) establish a Six Nations run water quality monitoring program in the Grand River at the Blossom Avenue crossing (or other appropriate location) accountable to the Six Nations People and data sharing with the G.R.C.A.;
 - ii) determine how best to gather information to address the following:
 - a) routine water quality conditions above the Six Nations

Reserve;

- b) how to develop an early warning water quality system that will allow the water intake operations on the Six Nations Reserve to take appropriate actions to prevent contamination of the Six Nations Reserve water supply.
- 7) The G.R.C.A. and Six Nations will meet no less than every six (6) months to review ecological enhancement initiatives within the Grand River watershed and as a forum to discuss the many issues of common concern associated with the Grand River.

Initial:



Six Nations
Council



G.R.C.A.

May 24, 1995

Six Nations/Union Gas

Caledonia to Nanticoke

INTERIM USE AGREEMENT

THIS AGREEMENT made this *24th* day of *May*, in the year One Thousand Nine Hundred and Ninety-Five (1995)

B E T W E E N :

SIX NATIONS OF THE GRAND RIVER
as represented by the Six Nations Council, having
a HEAD OFFICE in OHSWEKEN, in the Province of
Ontario, NOA 1M0

(Hereinafter referred to as "THE COUNCIL")

OF THE FIRST PART

- and -

UNION GAS LIMITED,
having a Head Office at 50 Keil Drive North,
Chatham, in the Province of Ontario, N7M 2M1

(Hereinafter referred to as "Union")

OF THE SECOND PART

WHEREAS Six Nations Has submitted numerous land claims against the Crown challenging the lawful alienation of lands to third parties in the Townships of Seneca and Oneida as well as for the ownership of the bed of the Grand River;

AND WHEREAS The Council and Union recognize it is the responsibility of the Governments of Canada and Ontario to resolve the land claims of the Six Nations Indians;

AND WHEREAS Union seeks to reinforce its Natural Gas Line from Ancaster South Gate Station located in Lot 39, Concession IV, Town of Ancaster, Regional Municipality of Hamilton-Wentworth and Union's existing Canadian Gypsum Take Off in Lot 18, Concession IV, Town of Haldimand, Regional Municipality of Haldimand-Norfolk; which will cross portions of lands subject to claims (hereinafter referred to as the "Line");

AND WHEREAS to accomplish this project, Union will require an easement as delineated in red on the NPS 12 Caledonia to Nanticoke Reinforcement, drawing attached hereto as Schedule "A" and forming part of this Agreement;

AND WHEREAS The Council and Union are of the joint opinion that no one will gain by preventing the construction of the Line.

AND WHEREAS The Council and Union intend to achieve their common and specific purposes in harmony and understanding and without prejudice to the position each of them may have as to legal ownership of the lands at issue;

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants hereinafter contained, it is agreed as follows:

1. The Council hereby grants Union an easement on, over, in, under, and/or through the lands for which The Council has submitted land claims to the Crown, as more particularly described on Schedule "A" attached hereto and forming part of this Agreement. The Council hereby agrees to execute a Transfer/Deed of Land, attached hereto as Schedule "B" and forming part of this Agreement.
2. Union agrees to pay the sum of ONE THOUSAND DOLLARS (1,000.00) which monies will be held in trust by The Council and Union jointly in the Royal Bank of Canada, Ohsweken Branch, with interest accrued likewise to be held in trust.
3. Should the claim(s) be resolved such that The Council does not have a valid claim, all monies paid by Union, and its accrued interest thereon, shall be promptly returned to Union. Should the claim(s) be resolved that The Council does have a valid claim(s), the monies referred to in paragraph 1, including accrued interest, shall be promptly turned over to The Council.
4. Should The Council claim(s) be declared valid, and it is determined that the Six Nations interest is not extinguished, the parties likewise agree to determine the reasonable compensation to be paid by Union to The Council for the easement rights granted herein. In the event the parties are unable to reach an agreement as to the amount of compensation, same shall be referred to the arbitration of a single arbitrator, if the parties hereto agree upon one; otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two names before they enter upon the business of arbitration. The award and determination of such arbitrator or arbitrators, or any two of such three arbitrators shall be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.
5. The Sum of money paid by Union to The Council in pursuance of this Agreement is in addition to any benefit the Six Nations of the Grand River may receive by way of Six Nations Land Claims Settlements.
6. It is likewise understood and agreed that Union shall obtain the approvals from the Ontario Ministry of Natural Resources and the Grand River Conservation Authorities for the construction of the Line.
7. Union shall at all times indemnify and save harmless The Council from and against all claims, including claims arising from the

public use of the subject lands, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, occasioned by or attributable to anything done or omitted, to be done by Union in its use or maintenance of the said Line.

8. Union shall promptly notify The Council of any significant archaeological resource discovered or found in the affected area by Union, its officers, agents, employees or third parties. Union agrees to comply with the provisions of the Ontario Heritage Act, RSO 1990, Chap. O.18 and regulations thereto. Subject to the permission of the Minister of Culture, Tourism, and Recreation, Union agrees to release any interest in such property to The Council. Union agrees to provide The Council with a copy of all archaeological assessments and reports.
9. Union will direct its contractors to make a serious effort to hire unionized Six Nations personnel where possible during the construction of the Line.
10. In an effort to maintain and enhance the Carolinian forests on the Six Nations at the Grand River Reserve ("the Reserve"), Union will give the Reserve 30,000 saplings over the next five year period from the date this Agreement is executed, with 5,000 being given per year for the first four years and the remaining 10,000 being provided in the fifth year.
11.
 - a) Within the next two years, commencing from the date this Agreement is executed, Union will prepare a preliminary distribution system report for the Reserve, in accordance with the attached proposal marked as Schedule C and forming part of this Agreement. For a further 3 years, Union agrees to make modifications to the proposal in accordance with additional information provided by the Council.
 - b) Union will make available training for one (1) Six Nations member to learn the data technology of the distribution system report as prepared by Union for Six Nations.
 - c) Union will allow the data as prepared in item 11(a) to be electronically duplicated at no charge for integration into a Six Nations G.I.S. (Geographic Information System).
12. Union will designate two Training Spaces in each of the calendar years 1996, 1997 and 1998 for employees of Six Nations Natural Gas. The Training will be in either of Union's Customer Service Basic Training Program or Plant Service Basic Training Program, as determined by Union. This Training Offer is conditional upon both parties entering into a Training Agreement which is acceptable to both parties.
13. For a period of 5 years from the date this Agreement is executed, Union will provide engineering advice to Six Nations Natural Gas on

an as-needed basis for projects being completed by Six Nations Natural Gas, such as assisting with a bridge crossing design.

14. This document shall in no way derogate or negate any future claims of The Council.
15. The Council and Union shall execute or have executed all documents as may be necessary from time to time to give effect to this Agreement.
16. This Agreement may be amended from time to time with the written consent of both parties.
17. Termination of this Agreement shall not affect existing permits issued by The Council to Union.
18. This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.
19. This Agreement shall terminate immediately in the event that the Ontario Energy Board denies Union's application for a Leave to Construct Line.

SIGNED, SEALED AND DELIVERED)
In the presence of:)

Six Nations of the Grand River

Per: *[Signature]*
Per: *[Signature]*

Union Gas Limited

DA. SULMAN

[Signature]
Vice-President

L.W. FEDCHUN

[Signature]
Assistant Secretary

Approved for Execution
<i>BK</i>
<i>[Signature]</i>

J

June 30, 1995

**Six Nation/Dunnville Hydro Electric
Commission**

THIS AGREEMENT made, in triplicate, this _____ day of _____ in the year One Thousand Nine Hundred and Ninety Five (1995)

BETWEEN: **SIX NATIONS OF THE GRAND RIVER** as represented by the **SIX NATIONS COUNCIL**, having a Head Office in Ohsweken, in the Province of Ontario,

hereinafter referred to as "the Council"

OF THE FIRST PART

and

THE DUNNVILLE HYDRO-ELECTRIC COMMISSION, having a Head Office in Dunnville, in the Province of Ontario,

hereinafter referred to as "the Commission"

OF THE SECOND PART

WHEREAS, the Commission seeks to complete trenching and installation of duct and cable to ensure a back up power supply of hydro electricity to the Hospital and subdivision, and;

WHEREAS, the proposed trenching and installation will affect land adjacent to the Grand River being areas the Six Nations of the Grand River have submitted land claims for, which lands and locations of work are more particularly described in Schedule "A" attached hereto, and;

WHEREAS, the Council and the Commission are of the opinion that no one will gain by preventing the construction of the proposed back up electrical power supply; and;

WHEREAS, the Council and the Commission intend to achieve their common and specific purpose in harmony and understanding and without prejudice to the position each of them may have as to the legal ownership of the claimed lands at issue, and;

WHEREAS, this agreement is entered into by the parties hereto without prejudice to any decision that Ontario or Canada may make with respect to the affected area,

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

1. In consideration to obtain access across the land claim area, the Commission agrees to pay the sum of One Thousand Dollars (\$1,000.00), which monies will be held in trust by Six Nations and the Commission jointly in the Royal Bank of Canada, Ohsweken Branch, with interest accrued likewise to be held in trust.
2. The sum of money paid by the Commission to the Six Nations of the Grand River in pursuance of this agreement is in addition to any benefit the Six Nations of the Grand River may receive by way of settlement of Six Nations Land Claims.
- 3(a). Should the claim be resolved such that Six Nations does not have a valid claim to the lands at issue, the trust monies referred to in paragraph 1, including the accrued interest thereon, shall be promptly returned to the Commission.
- 3(b). Should the claim be resolved that the Six Nations does have a valid claim to the lands at issue, the trust monies referred to in paragraph 1, including the accrued interest thereon, shall be promptly turned over to the Six Nations of the Grand River.

4. Should the Six Nations be declared the owners of the property, the parties hereto agree that they shall enter into a reasonable renewable agreement which said agreement will provide the Commission with a buried hydro electric easement over the property for Municipal purposes, provided however, that in the event the parties are unable to reach an agreement, then all matters in difference in relation to this agreement shall be referred to the arbitration of a single arbitrator, if the parties hereto agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named, before they enter upon the business of arbitration. The award and determination of such arbitrator or arbitrators, or any two of such three arbitrators, shall be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

- 5(a). The use of the electrical easement area shall include:
 - (i) entry upon the land;
 - (ii) original construction of the duct and cable line;
 - (iii) maintenance;
 - (iv) inspection;
 - (v) alteration;
 - (vi) repair
 - (vii) replacement; and
 - (viii) reconstruction;for hydro electrical purposes and for no other purpose.

- 5(b). The Commission will give the Council fifteen days notice in the event that it is necessary for the Commission to enter on the subject lands for the purposes set out in 5(a) (v), 5(a) (vii) and 5(a) (viii) herein.

6. Termination of this agreement shall not affect existing permits by the Six Nations of the Grand River.

7. It is understood and agreed between the parties hereto that this agreement shall be executed only if approval is obtained for the use of a hydro electric easement at this location from the Ontario Ministry of the Environment. The said approval is attached hereto as Schedule "B".

8. The Commission shall at all times indemnify and save harmless the Council from and against all claims, including claims arising from the public use of the subject lands, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, occasioned by or attributable to anything done or omitted to be done by the Commission in its use or maintenance of the said lands, or from the public use thereof.

- 9(a). The Commission shall promptly notify the Council of any archaeological resources discovered or found in the affected area by the Commission, its officers, agents, employees or third parties.

- 9(b). Upon receipt of such notice the Council may order the work to cease to enable the Council to determine remedies or the necessity of an archaeological excavation at the site.

- 9(c). The Commission hereby acknowledges that it will not make any claim to any Native archaeological resources uncovered during the excavation and it will quit claim and release any interest in such property to the Council.

10. This document shall in no way derogate or negate any future claims of the Six Nations.
11. The Council and the Commission shall execute or have executed all documents as may be necessary from time to time to give affect to this agreement.

THIS AGREEMENT shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

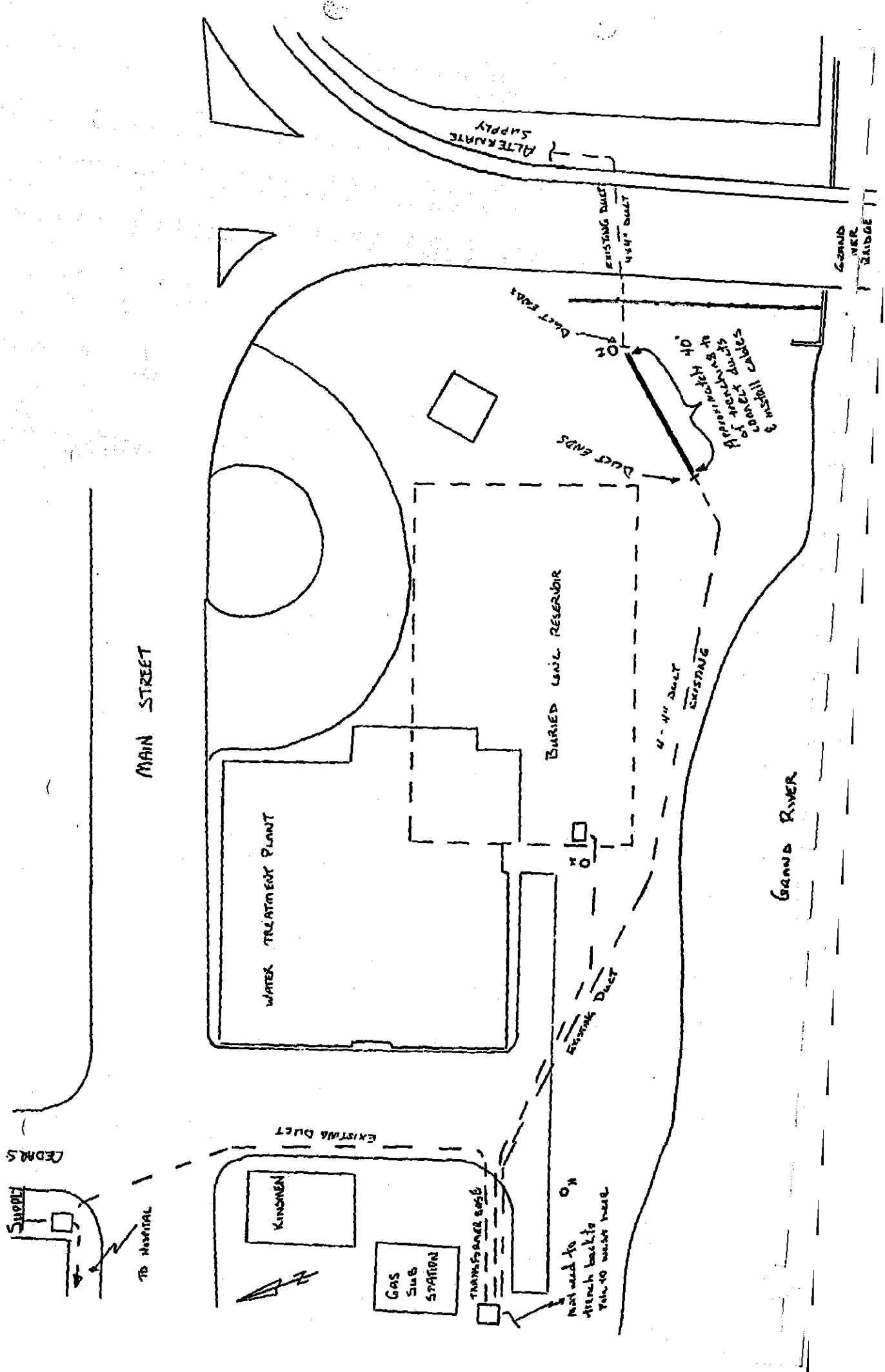
SIX NATIONS OF THE GRAND RIVER


Steve Williams, Chief

THE DUNNVILLE HYDRO-ELECTRIC
COMMISSION


General Manager


Chairman



MAIN STREET

GRAND RIVER GAUGE

GRAND RIVER

WATER TREATMENT PLANT

BURIED UNIT RESERVOIR

GAS SUB STATION

TRANSFORMER BOX

EXISTING DUCT

EXISTING DUCT

4" - 4" DUCT CASING

DUST ENDS

DUST ENDS

EXISTING DUCT 4 1/2" DUCT

ALTERNATE SUPPLY

3" BRASS CABLES
10' LONG
1" DIA
1" DIA

NOT USED TO
ATTACH BACK TO
YOU TO WHAT HERE

LEDRAS

FLOOR

TO HOSPITAL

KINDRED

K

July 6, 1995

Six Nations/Union Gas

Dumfries Township

INFORMATION COPY ONLY

INTERIM USE AGREEMENT

THIS AGREEMENT made this 6th day of July, in the year One Thousand Nine Hundred and Ninety-Five (1995)

B E T W E E N :

SIX NATIONS OF THE GRAND RIVER
as represented by the Six Nations Council, having
a HEAD OFFICE in OHSWEKEN, in the Province of
Ontario, NOA 1M0

(Hereinafter referred to as "THE COUNCIL")

OF THE FIRST PART

- and -

UNION GAS LIMITED,
having a Head Office at 50 Keil Drive North,
Chatham, in the Province of Ontario, N7M 2M1

(Hereinafter referred to as "Union")

OF THE SECOND PART

WHEREAS Six Nations Has submitted numerous land claims against the Crown challenging the lawful alienation of lands to third parties in various jurisdictions as well as for the ownership of the bed of the Grand River;

AND WHEREAS The Council and Union recognize it is the responsibility of the Governments of Canada and Ontario to resolve the land claims of the Six Nations Indians;

AND WHEREAS Union seeks to replace its NPS 26 natural gas pipeline located across the Grand River in Grand River Lot 2, Concession 9, Township of North Dumfries, Regional Municipality of Waterloo, which is an area that is subject to native land claims (hereinafter referred to as the "Line");

AND WHEREAS The Council and Union are of the joint opinion that no one will gain by preventing the construction of the Line.

AND WHEREAS The Council and Union intend to achieve their common and specific purposes in harmony and understanding and without prejudice to the position each of them may have as to legal ownership of the lands at issue;

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants hereinafter contained, it is agreed as follows:

1. The Council hereby grants Union an easement on, over, in, under, and/or through the lands for which The Council has submitted land claims to the Crown, more particularly described as Grand River Lot 2, Concession 9, Township of North Dumfries, Regional Municipality of Waterloo.
2. Union agrees to pay the sum of ONE THOUSAND DOLLARS (1,000.00) which monies will be held in trust by The Council and Union jointly in the Royal Bank of Canada, Ohsweken Branch, with interest accrued likewise to be held in trust.
3. Should the claim(s) be resolved such that The Council does not have a valid claim, all monies paid by Union, and its accrued interest thereon, shall be promptly returned to Union. Should the claim(s) be resolved that The Council does have a valid claim(s), the monies referred to in paragraph 1, including accrued interest, shall be promptly turned over to The Council.
4. Should The Council claim(s) be declared valid, and it is determined that the Six Nations interest is not extinguished, the parties likewise agree to determine the reasonable compensation to be paid by Union to The Council for the easement rights granted herein. In the event the parties are unable to reach an agreement as to the amount of compensation, same shall be referred to the arbitration of a single arbitrator, if the parties hereto agree upon one; otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two names before they enter upon the business of arbitration. The award and determination of such arbitrator or arbitrators, or any two of such three arbitrators shall be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.
5. The Sum of money paid by Union to The Council in pursuance of this Agreement is in addition to any benefit the Six Nations of the Grand River may receive by way of Six Nations Land Claims Settlements.
6. It is likewise understood and agreed that Union shall obtain the approvals from the Ontario Ministry of Natural Resources and the Grand River Conservation Authorities for the construction of the Line.
7. Union shall at all times indemnify and save harmless The Council from and against all claims, including claims arising from the public use of the subject lands, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, occasioned by or attributable to anything done or omitted, to be done by Union in its use or maintenance of the said Line.

L

October 3, 1996

Grand River Notification Agreement

**Grand River Notification
Agreement**

Prepared for the Parties by

THE INDIAN COMMISSION *of* ONTARIO

October 3, 1996



AGREEMENT

**DATED THIS
THIRD DAY OF OCTOBER, 1996
AMONG:**

**SIX NATIONS OF THE GRAND RIVER ("Six Nations"),
MISSISSAUGAS OF THE NEW CREDIT ("New Credit"),
THE CORPORATION OF THE CITY OF BRANTFORD,
THE CORPORATION OF THE TOWNSHIP OF BRANTFORD,
THE CORPORATION OF THE COUNTY OF BRANT,
THE CORPORATION OF THE TOWN OF DUNNVILLE,
THE CORPORATION OF THE TOWN OF HALDIMAND,
THE REGIONAL MUNICIPALITY OF HALDIMAND-NORFOLK,
THE CORPORATION OF THE TOWNSHIP OF ONONDAGA,
THE CORPORATION OF THE TOWN OF PARIS,
THE CORPORATION OF THE TOWNSHIP OF SOUTH DUMFRIES,
GRAND RIVER CONSERVATION AUTHORITY ("GRCA"),
HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of
Indian Affairs and Northern Development ("Canada"), AND
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister
Responsible for Native Affairs ("Ontario").**

Recitals

Whereas the parties to this Agreement (the "Parties") all have authority to make decisions and to enact and administer laws, regulations or by-laws that affect economic development, land use and the environment in the vicinity of the Grand River watershed;

And whereas the First Nations and the Municipalities are subject to different planning and environmental laws, which has created challenges for them in relation to information-sharing and consultation about land use decisions;

And whereas the GRCA's structure includes representatives from the Municipalities but not from the First Nations, thereby limiting the participation of the First Nations in statutory decision-making by that authority;

And whereas all Parties acknowledge that there are outstanding land issues in the Notification Area which are being addressed in other forums, and the Parties wish to work cooperatively to encourage sustainable development on the lands subject to this Agreement;

And whereas the Parties have agreed to establish a notification protocol to facilitate the sharing of information and consultation among them on economic development, land use and environmental matters;

And whereas this Agreement is intended to be without prejudice to any Party's legal rights or obligations;

Now therefore the Parties agree as follows:

Definitions:

1. For the purposes of this Agreement only:

- (a) "Affected Municipality" means the Municipality whose boundaries include, or are closest to, the lands that are the subject of a Notification under this Agreement; and for greater certainty, in the case of a Notification under Section 2(b)(i), includes each Municipality whose boundaries abut a First Nation's Territory;

"Emergency" means a situation caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life or property;

"Federal Body" means a department, agency, board or commission under federal jurisdiction with responsibilities over the subject area, as set out in Schedule "B".

"First Nations" means Six Nations and New Credit;

"Municipality" means a county, regional municipality, city, town, village or township that is a party to this Agreement;

"Notification" means written notice given by a Party to another Party pursuant to Section 2 of this Agreement;

"Notification Area" means the geographic area identified on the map attached as Schedule "A" to this Agreement; and

"Territory" in relation to Six Nations or New Credit, refers to the reserves set apart for the use of Six Nations' members (commonly known as Indian Reserves 40 and 40B) and the reserve set apart for the use of the Mississaugas of New Credit (commonly known as Indian Reserve 40A).

- (b) The words "Section" and "Schedule" refer to the applicable section or schedule of this Agreement.
- (c) References to statutes shall be deemed to refer to such statutes and any regulations thereunder, as amended from time to time.

Activities For Which Notification Will Be Given

- 2.(a) Subject to Section 3(a), a Municipality will give Notification to the First Nations in accordance with this Agreement in the following circumstances:

- (i) if it is considering adoption of an official plan or an amendment to an official plan within the meaning of the Planning Act (Ontario);
 - (ii) if it is considering passage of a new zoning bylaw within the meaning of the Planning Act (Ontario) or an amendment to an existing zoning bylaw;
 - (iii) if it is considering approval of a plan of subdivision, a condominium plan, or a consent to severance within the meaning of the Planning Act (Ontario);
 - (iv) if it is required to give a notice under the Environmental Assessment Act (Ontario) in relation to lands within the Notification Area;
 - (v) if it is required to give notice to, or seek permission from, a conservation authority in relation to an issue within the jurisdiction of the authority as set out in the Conservation Authorities Act (Ontario);
 - (vi) if it has acquired or disposed of a fee simple interest, or leasehold interest with a term of twenty one years or more, in land within the Notification Area after this Agreement comes into effect;
 - (vii) if it is proposing to declare lands surplus within the Notification Area (provided that such a declaration is required by law); or
 - (viii) if it is proposing to permanently close a road within the Notification Area.
- (b) Subject to Section 3(a), Six Nations or New Credit, as the case may be, will give Notification in accordance with this Agreement to Affected Municipalities, Ontario and the GRCA in the following circumstances:
- (i) if council is considering or recommending the adoption of a new or amended land use plan for its Territory;
 - (ii) if council is considering or recommending a change in permitted land use or zoning for a portion of its Territory;
 - (iii) if council has acquired or disposed of a fee simple interest or a leasehold interest with a term of twenty one years or more in land within the Notification Area after this Agreement comes into effect, except in the case of leases of land within the First Nation's reserve to band members for residential use;
 - (iv) if land within the Notification Area has been acquired in trust for the First Nation after this Agreement comes into effect;

- (v) if council is considering approval of the opening, alteration or closing of a waste disposal site, sewage treatment plant, recycling facility or waste management facility on its Territory;
 - (vi) if council is considering approval of the construction or alteration of a septic bed or sewer system within the floodplain of the Grand River;
 - (vii) if council is considering approval of an activity which would change a watercourse or change water drainage within its Territory; or
 - (viii) if council is considering or recommending any of the following with respect to land held in trust for the First Nation: a change in land use, the opening, alteration or closing of a waste disposal site, sewage treatment plant, recycling facility or waste management facility; or any activity which would change a water course or water drainage.
- (c) Subject to Section 3(a), the responsible Federal Body will give Notification in accordance with this Agreement to Affected Municipalities, the First Nations and to the GRCA in the following circumstances:
- (i) if the Federal Body is considering approval of a proposed activity within the Notification Area for which notice to the public is being given under Canadian Environmental Assessment Act; or
 - (ii) if the Federal Body is considering approval of a major change in the use or management of any federal Crown lands or waters within the Notification Area; or
 - (iii) if the Federal Body acquires or is proposing to sell, lease for twenty one years or more, grant an easement over, or transfer administration and control to Ontario of land within the Notification Area.
- (d) In addition to the notice provided by Ontario in the Environmental Bill of Rights registry, Ontario will give Notification in accordance with this Agreement to Affected Municipalities, the First Nations and to the GRCA in the circumstances described in Schedule C.
- (e) Subject to Section 3(a), the GRCA will give Notification to the First Nations in accordance with this Agreement of any applications it receives under section 28 of the Conservation Authorities Act which relate to the Notification Area.
- (f) When a Party considers that an Emergency has developed within the Notification Area, that Party will give Notification in accordance with this Agreement to the First Nations, Ontario, Canada and any Municipality the Emergency impacts.

Contents And Timing Of Notification

- 3.(a) Where a statute or regulation requires that notice be given to a Party regarding an activity referred to in this Agreement, no Notification will be required to be given under this Agreement to that Party.
- (b) Where a statute or regulation requires that notice be given for an activity referred to in this Agreement, but does not require that notice be given to a Party that would be entitled to Notification under this Agreement, Notification to the Party will be given within the time limit and in the manner set out by statute or regulation.
- (c) Where no notice of an activity referred to in this Agreement is required by statute or regulation, Notification under this Agreement will be given in the following manner: the notice will: (i) state clearly that it is being given pursuant to this Agreement, (ii) where applicable, indicate the time limit within which any response should be provided and (iii) will indicate the name and address of a contact person to whom inquiries or responses should be directed; and:
- (i) if a Party is giving Notification of an Emergency under Section 2(f), it will do so as soon as reasonably possible. The Notification will describe the nature of the Emergency and, if possible and appropriate, any subsequent activities that may be required to remedy the situation which gave rise to the Emergency.
 - (ii) if a Party is giving Notification of a completed purchase or sale under Section 2(a)(vi), 2(b)(iii), 2(c)(iii) or Schedule C, the Notification will consist of a copy of the relevant land registry document and will be given promptly after completion of the purchase transaction; and
 - (iii) if a Party is giving Notification of a proposal to declare lands surplus under Section 2(a)(vii) or a proposal to sell lands under Section (c)(iii) or Schedule C, the Notification will describe the location of the lands; and
 - (iv) in all other cases, Notification will be given as soon as reasonably possible and will include sufficient information to facilitate meaningful discussion with the Party providing the Notification.
- (d) Where a statute or regulation requires that notice of an activity referred to in this Agreement be given by newspaper or other publication, and where Notification is required under this Agreement, the Party giving Notification will do so by delivering a copy of the advertisement promptly by ordinary mail.

How Notification will be Given

4. (a) All notices and Notifications required under this Agreement will be given in writing by ordinary mail or facsimile to:

Canada, at: The District Director
Indian Affairs Brantford District Office
Corporate Centre
Holstein Pl.
171 Colborne St.
Brantford, Ontario
N37 5W5
Phone: 519-751-2200
Facsimile: 519-751-2666

GRCA, at: Chief Administrative Officer
P.O Box 729
400 Clyde Road
Cambridge, Ontario
N1R 5W6
Phone: 519-621-2761
Facsimile: 519-621-4844

New Credit, at: Executive Director
R. R. #6
Hagersville, Ontario
N0A 1H0
Phone: 905-768-1133
Facsimile: 905-768-1225

Ontario, at: The Secretary
Ontario Native Affairs Secretariat
10th Floor, Suite 1009
595 Bay
Toronto, Ontario
M5G 2C2
Phone: 416-326-4740
Facsimile: 416-326-4017

Six Nations, at:

**The Manager
Eco-Centre
P.O. Box 5000
Ohsweken, Ontario
N0A 1M0
Phone: 519-445-0330
Facsimile: 519-445-0242**

Town of Dunnville, at:

**The Clerk
P.O. Box 187
Dunnville, Ontario
N1A 2X5
Phone: 905-774-7595
Facsimile: 905-774-4294**

City of Brantford, at:

**The Clerk
100 Wellington Street
Brantford, Ontario
N3T 2M3
Phone: 519-759-4150
Facsimile: 519-759-7840**

**Regional Municipality
of Haldimand-Norfolk, at:**

**The Clerk
70 Town Centre Drive
Townsend, Ontario
N0A 1S0
Phone: 519-587-4911
Facsimile: 519-587-5554**

Town of Haldimand, at:

**The Clerk
45 Munsee Street North
P.O. Box 400
Cayuga, Ontario
N0A 1E0
Phone: 905-772-3324
Facsimile: 905-772-3542**

Township of Onondaga, at: The Clerk
Municipal Office
734 Highway #54
R.R. #7
Brantford, Ontario
N3T 5L9
Phone: 519-758-1143
Facsimile: 519-758-1619

County of Brant, at: The Clerk
1249 Colborne Street West
Highway 53, Mt. Vernon
P.O. Box 160
Burford, Ontario
N0E 1A0
Phone: 519-449-2451
Facsimile: 519-449-2454

Town of Paris, at: The Clerk
66 Grand River Street North
Paris, Ontario
N3L 2M2
Phone: 519-442-6324
Facsimile: 519-442-3461

Township of Brantford, at: The Clerk
Municipal Office
80 Chatham Street
Brantford, Ontario
N3T 5T6
Phone: 519-756-7470
Facsimile: 519-756-0662

**Township of South
Dumfries, at:** The Clerk
Township Office
13 Main Street South
St. George, Ontario
N0E 1N0
Phone: 519-448-1432
Facsimile: 519-448-3105

- (b) Each Party will designate in writing to the other Parties a change in address.
- (c) Notices by ordinary mail will be deemed to have been given on the fifth business day after mailing.

Term Of This Agreement And Early Termination

- 5. (a) This Agreement will take effect on the date of this Agreement and will remain in effect for two years unless it is terminated earlier in accordance with this Section.
- (b) This Agreement may be terminated at any time by the written agreement of all Parties.
- (c) Any Party may terminate its participation in this Agreement at any time after giving thirty days' notice by registered mail to the other Parties of its intention to do so. Unless the remaining Parties agree otherwise in writing this Agreement will remain in effect as among the remaining Parties.

Admission Of New Parties

- 6. (a) Other municipalities or conservation authorities may become party to this Agreement by giving notice by registered mail to all Parties of their intention to do so. The notice shall indicate a date at least thirty days thereafter at which it proposes to become a party to this Agreement. After such date, if the Party is a municipality it will be deemed to be a Municipality under this Agreement. If it is a conservation authority, after such date it will be deemed to be subject to the same obligations as the GRCA under this Agreement.
- (b) Where a municipality or conservation authority gives notice pursuant to Section 6(a), the notice shall state the extent of its geographic jurisdiction which it intends to make subject to this Agreement, and when it becomes a Party the Notification Area shall be expanded accordingly.
- (c) Any successor to a Party to this Agreement will continue to be a Party to this Agreement unless it terminates its participation in accordance with Section 5(c).

Review Of This Agreement

7. (a) The Parties will meet in June and December of each year during the term of this Agreement to share their views and concerns regarding the implementation of this Agreement. During those meetings the Parties will discuss and review the effectiveness of this Agreement in improving dialogue and understanding among them in relation to the subject matter of this Agreement.
- (b) Additional meetings of the Parties to discuss concerns regarding the implementation of this Agreement will be convened at the request of any two Parties.
- (c) Unless the Parties agree otherwise, the meetings referred to in this Section will be convened and facilitated by the Indian Commission of Ontario.

Amendment Of This Agreement

8. Except as provided in Section 5(c), this Agreement may be amended only through written agreement of all the Parties.

No Legal Effect

9. (a) This Agreement is not legally binding on any of the Parties, nor will it affect the legal rights or obligations of the Parties or any other persons, nor will it affect the validity of any act of any of the Parties, nor will it affect the legal position of any of the Parties, or be admissible in evidence in any current or future legal proceeding.
- (b) Without limiting the generality of Section 9 (a):
 - (i) nothing in this Agreement will be construed to affect, derogate from or abrogate the aboriginal, treaty, constitutional or other rights of Six Nations or New Credit or their members; and,
 - (ii) nothing in this Agreement will be construed to affect, derogate from or abrogate the treaty, constitutional or other rights of any Party or any other person.
- (c) Nothing in this Agreement will be construed to affect in any way the application of any laws, statutory or otherwise.

In witness whereof this Agreement has been signed by:

On behalf of Six Nations of the Grand River

Chief Wellington Staats

**On behalf of the Corporation of the
Township of Brantford**

Reeve Stephen Comisky

On behalf of Mississaugas of the New Credit

Chief Larry Sault

**On behalf of the Corporation of the County
of Brant**

Warden William Croome

**On behalf of the Corporation of the City of
Brantford**

Mayor Chris Friel

**On behalf of the Corporation of the Town of
Dunnville**

Mayor Bob Blake

**On behalf of the Corporation of the Town of
Haldimand**

Mayor Marie Trainer

**On behalf of the Regional Municipality of
Haldimand-Norfolk**

Regional Chair John Harrison

**On behalf of the Grand River Conservation
Authority**

Chairman Archie MacRobbie

**On behalf of the Coporation of The
Township of Onondaga**

Reeve Mabel Dougherty

**On behalf of Her Majesty The Queen In
Right of Canada**

**Minister Ron Irwin
Indian & Northern Affairs Canada**

**On behalf of the Corporation of the Town of
Paris**

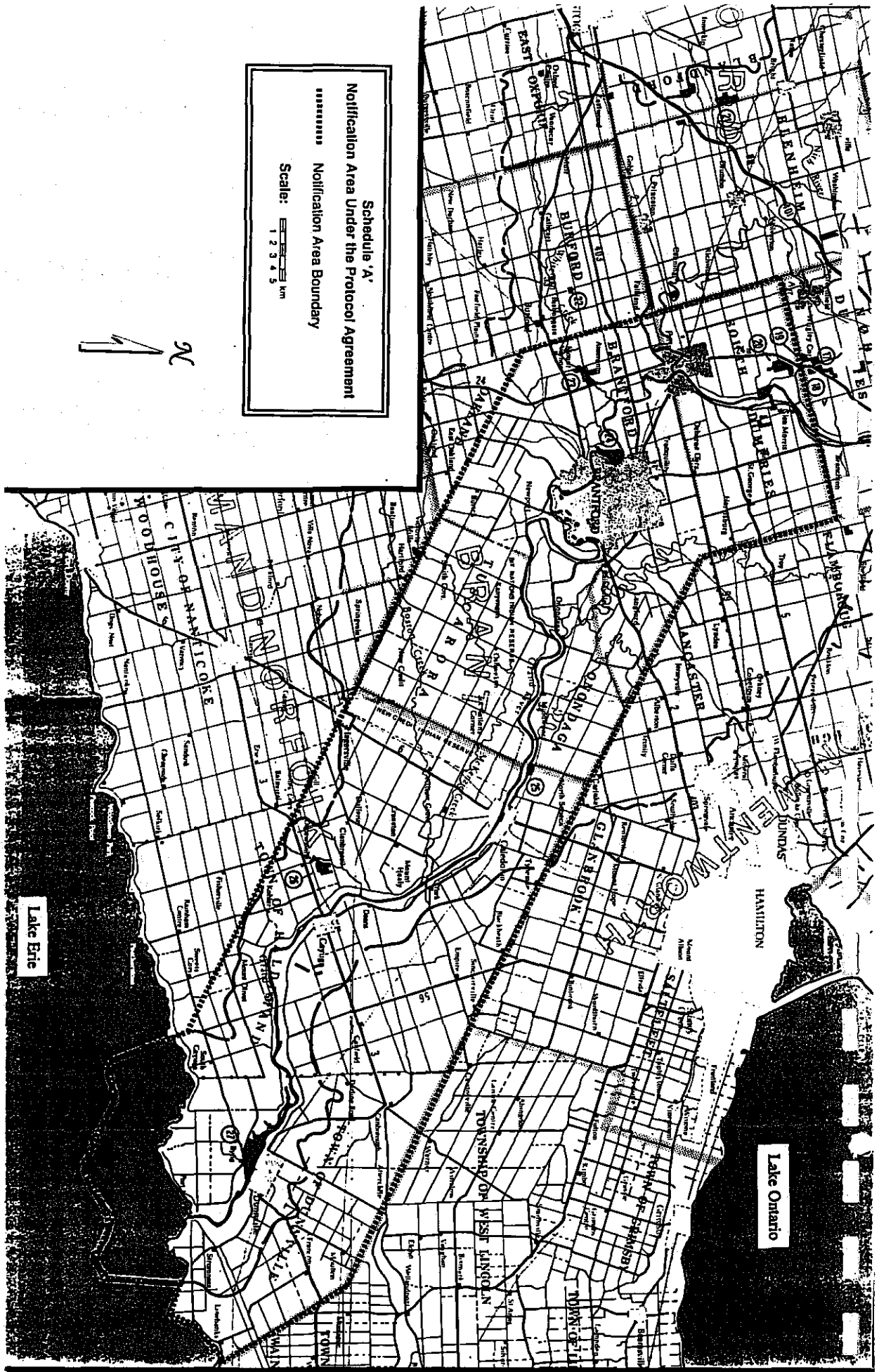
Mayor Jack Bawcutt

**On behalf of Her Majesty The Queen In
Right of Ontario**

**Minister Charles Harnick
Attorney General & Minister Responsible
For Native Affairs**

**On behalf of the Corporation of the
Township of South Dumfries**

Reeve Robert Taylor



Schedule 'A'
 Notification Area Under the Protocol Agreement

----- Notification Area Boundary

Scale: 1 2 3 4 5 km



Lake Erie

Lake Ontario

SCHEDULE B

FEDERAL DEPARTMENTS, AGENCIES, LEGISLATION AND CONTACTS UNDER THE PROTOCOL AGREEMENT

1. Indian Affairs and Northern Development Canada

Indian Act (particularly Sections 18(2), 28(2), 57, 58,81)

The *Indian Act* provides the legal authority for the federal government to exercise jurisdiction on matters pertaining to Indians and the management of Indian lands. While the Act outlines various aspects of Indian membership and governance, there are several regulations pertaining to the use of reserve land.

Indian Reserve Waste Disposal Regulations (section 5)

Indian Oil and Gas Regulations (section 5,6)

Indian Timber Regulations (section 5, 9,22)

Indian Mineral Regulations

Contact: District Director,
Indian Affairs and Northern Affairs, Canada
Southern District Office
Corporate Centre, Holstein Pl.
Brantford, Ontario
N37 5W5 PHONE: 519-751-2000
FAX: 519-751-2666

2. Department of Fisheries and Oceans

Fisheries Act (particularly Sections 22, 35,36,37)

The *Fisheries Act* governs aspects of the fishing industry in Canada such as licensing, methods of fishing, habitat protection and the powers of fisheries officers. It provides for authorizations concerning the free passage of fish in waterways, sufficient water flow for fish during construction or development, and the regulation of fish habitat.

Navigable Waters Protection Act (particularly Sections 5,6)

The *Navigable Waters Protection Act* is to ensure unimpeded navigation along navigable waters. Ministerial approval is required for any work to be built or placed on, over, under, through or across a navigable waterway.

Contact: Area Manager

Department of Fisheries and Oceans

867 Lakeshore Road, Box 5050

Burlington, Ontario

L7R 4A6

PHONE: (905) 336-4567

FAX: (905) 336-4819

3. Transport Canada

National Transportation Act

The *National Transportation Act* governs air, rail and water transport and the transport of commodities by pipeline. Changes to railway lines as a result of abandonment come into the scope of this Act.

Railway Act (particularly Sections 112, 115, 123, 127)

The *Railway Act* is the governing statute for railways under the federal government's jurisdiction. Activities under this Act include the approval for planning for constructing new railway lines, or the change or alteration of an existing railway line.

Railway Relocation and Crossing Act (particularly Sections 7, 8)

The *Railway Relocation and Crossing Act* is intended to facilitate the relocation of railway lines or rerouting of railway traffic for the protection, safety and convenience of the public at railway crossings.

Transportation of Dangerous Goods Act

The *Transportation of Dangerous Goods Act* promotes public safety in the transportation of dangerous goods that pose a hazard to health, life, property or the environment.

Contact: Senior Advisor

Intergovernmental Relations and Environmental Affairs

Transport Canada

Place de Ville, Tower C, 26th Floor, ACCC

Ottawa, Ontario

K1A 0N5

PHONE: (613) 991-6406

FAX: (613) 991-6422

4. Environment Canada

Canadian Environmental Protection Act (CEPA)

Canada's principle piece of federal environmental protection legislation, *CEPA* is designed to protect the environment and health of Canadians. It embodies an ecosystemic vision of the environment by focusing directly of pollution problems in water, on land and through all layers of the atmosphere. Part IV of *CEPA* governs federal departments, agencies, crown corporation works and undertakings on federal lands, including reserves.

Canada Wildlife Act (Section 4)

The *Canada Wildlife Act* provides for federal initiatives and federal-provincial agreements concerning wildlife research and conservation. It includes measures to protect endangered wild animals species.

Canada Water Act

The *Canada Water Act* protects water quality management areas. It also provides guidelines for Canadian drinking water and effluent and wastewater treatment at federal facilities.

Contact: Head of Assessment

Great Lakes and Corporate Affairs

Department of Environment

c/o Canada Centre for Inland Waters 867 Lakeshore Road

Burlington, Ontario

L4R 4A6

PHONE: (905) 336-4948

FAX: (905) 336-8901

5. Canadian Environmental Assessment Agency

Canadian Environmental Assessment Act (particularly Sections 2,5,16,18,21,29 55 and 59).

The Canadian Environmental Assessment Act provides for the assessment of the environmental impact of proposed projects. The *Act* defines a project as any proposed construction, operation, modification, decommissioning, abandonment or undertaking in relation to physical work or proposed activities. The *Act* outlines federal responsible authorities to ensure appropriate procedures are followed. Federal departments have prescribed responsibilities for any proposal which a specific federal department carries out itself, provides funds or land for, or for which it has a regulatory decision to make.

Revised: August 29, 1996

Schedule "C"

**Ontario's Notification Activities, Provincial Legislation, and Contacts
Under the Protocol Agreement**

In addition to notice provided by Ontario in the Environmental Bill of Rights registry, Ontario will give Notification to the affected Municipalities, the First Nations and the GRCA for the activities described below. This Schedule also identifies the responsible provincial ministry contact and the provincial legislation governing the activities.

Review and notice of environmental assessments under s.7 of the Environmental Assessment Act of Government and private designated infrastructure undertakings.	Environmental Assessment Act	Ministry of Environment and Energy, Environmental Assessment Branch Director, 250 Davisville Avenue, 5th Floor, Toronto, Ontario M4S 1H2 Phone: (416) 440 - 3450
Significant spills of contaminants into the Grand River.	Environmental Protection Act	Ministry of Environment and Energy, Approvals Branch Director, West Central Regional Office King St. W., 9th Floor Hamilton, Ontario L8N 3Z9 Phone: (905) 521 - 7660
Water Taking Permits for Agricultural Irrigation.	Ontario Water Resources Act	Ministry of Environment and Energy, Investigation and Enforcement Branch Director, West Central Regional Office King St. W., 9th Floor Hamilton, Ontario L8N 3Z9 Phone: (905) 521 - 7660
Activities relating to lakes and Rivers: - the construction, repair or use of dams or water crossings - the channelization or enclosure of a river or stream.	Lakes and Rivers Improvement Act	Ministry of Natural Resources District Manager, Cambridge District Office 605 Beavendale Road P.O. Box 21048 Cambridge, Ontario N3C 2W1 Phone: (519) 658 - 9355

Activities	Provincial Legislation	Contact Information
<p>Activities relating to Provincial Parks:</p> <ul style="list-style-type: none"> - the change in the classification of a park or the designation of zones within a park - the establishment of an advisory council - the change in the construction or operation of a park - the increase or decrease in the area of a park 	<p>Provincial Parks Act</p>	<p>Superintendent, Rock Point Provincial Park and James N. Allan Provincial Park P.O. Box 158, Dunnville, Ontario N1A 2K5 Phone: (905) 774 - 6642</p>
<p>Activities relating to public Crown Land:</p> <ul style="list-style-type: none"> - the disposition or use of Crown land by sale, easement, lease, license, tender or permit - the construction and maintenance of dams - granting of water powers and privileges - the change in zoning of public lands 	<p>Public Lands Act</p>	<p>Ministry of Natural Resources District Manager, Cambridge District Office 605 Beaverville Road P.O. Box 21048 Cambridge, Ontario N3C 2W1 Phone: (519) 658 - 9355</p>
<p>Activities under the "Self approval" of the Environmental Assessment Act:</p> <ul style="list-style-type: none"> - resurfacing activities, bridge repair, intersection improvement, new turning lanes, grading work and new construction 	<p>"Self approval" authority under the Environmental Assessment Act</p>	<p>Ministry of Transportation Director, Southwestern Regional Office, Survey and Plans Section 659 Exeter Road London, Ontario N6E 1L3 Phone: (519) 681 - 1441</p>
<p>Activities relating to provincial highway corridors:</p> <ul style="list-style-type: none"> - acquisition of property, construction of works and the control of provincial highway corridors. 	<p>Public Transportation and Highway Improvement Act</p>	<p>Ministry of Transportation Director, Southwestern Regional Office, Survey and Plans Section 659 Exeter Road London, Ontario N6E 1L3 Phone: (519) 681 - 1441</p>