

B20. Weenusk First Nation

B20.1 Outgoing Community Specific Correspondence

B20.2 Incoming Community Specific Correspondence

B20.1 Outgoing Community Specific Correspondence

From: Anderson, Victoria [REDACTED]

Sent: Tuesday, August 6, 2024 9:20 PM

To: A [REDACTED]
Cc: [REDACTED]

Subject: RE: MFFN Community Access Road - What's New in July

Hi Adena,

It's been a nice summer so far, I hope yours is as well!

Thank you for sharing Weenusk First Nation's feedback on Stage 1 Archaeological Assessment Report, it is currently being reviewed by our team.

All the best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

From: Anderson, Victoria [REDACTED]
Sent: Wednesday, 25 September 2024 22:51
To: Joey Hunter
Cc: [REDACTED] Adena Vanderjagt; Germaine Conacher; Jim Butterworth;
Hannah McIntyre; Leah Hunter; Paul Koostachin; qsaddique; Jennifer Bruin;
[REDACTED]
[REDACTED]
Subject: MFFN Community Access Road – About the Draft EA / IS
Attachments: [REDACTED]

Dear Chief Joey Hunter,

Please find attached a letter and frequently asked questions (FAQ) regarding the circulation of the **Draft Environmental Assessment / Impact Statement Report (Draft EA / IS)** for the Marten Falls First Nation Community Access Road for your community's review and comment.

The Draft EA / IS, and supporting documents, will describe how the preferred route was determined and identify how the proposed Community Access Road may affect the social, cultural, economic, and natural environment.

As we prepare to submit the Draft EA / IS, we want to ensure your community has easy access to the documents and has identified a key community contact to help guide the review process.

Please fill out this questionnaire to identify a key contact and preferences related to the review process:

[REDACTED]

We will be in touch in the fall to discuss these matters with you but if you have any questions or concerns in the meantime, please do not hesitate to contact me.

Sincerely,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)



September 25, 2024

Weenusk First Nation
[REDACTED]

Subject: Draft Environmental Assessment / Impact Statement Report (EA / IS)

Dear Chief Joey Hunter,

This letter is to update you on the proposed Marten Falls First Nation (MFFN) Community Access Road and the circulation of the **Draft Environmental Assessment / Impact Statement Report (Draft EA / IS)** to Indigenous communities, the public and regulators for review and comment.

The Draft EA / IS, and supporting documents, will describe how the preferred route was determined and identify how the proposed Community Access Road may affect the social, cultural, economic and natural environment. Your input on the Draft EA / IS (e.g., on specific technical documents, proposed impact management and follow up measures, cumulative effects assessment, EA / IS conclusions, and on confirmation that input was captured appropriately) will help us prepare the Final EA / IS.

As we prepare to submit the Draft EA / IS, we want to ensure your community has easy access to the documents and has identified a key community contact to help guide the review process. We will be in touch in the Fall to discuss these matters with you.

Coming Soon for Your Review

Your input to these important planning documents is invaluable, and we want to ensure you have advance notice of when the Draft EA / IS will be circulated and what will be included in it. Some Indigenous communities have indicated that they would like time to review documents in advance of public release, so we're providing Indigenous communities early access to the Draft EA / IS this winter with a minimum review period of 120 days (additional time will be provided if the review period overlaps with the year-end holidays).

The Draft EA / IS will be circulated to the public and regulators 60-days following the Indigenous communities review period. Individual members of an Indigenous community are welcome to provide their own comments in addition to those provided on behalf of their community during the 60-day public review period. The exact review dates will be provided once confirmed.

Phone: [REDACTED]

Email: info@martenfallsaccessroad.ca

Web: <http://www.martenfallsaccessroad.ca>





We're Here to Help

The MFFN Community Access Road Project Team is available to support your community during the Draft EA / IS review process.

In addition to publishing plain language summaries to help guide you through the technical documents, we are planning activities to help prepare you for the review process. We will:

- Release a new webinars series on topics we've heard are of interest to you including: The Final Route for the Community Access Road and How the Road will be Constructed.
- Launch new videos to describe the final route for the Community Access Road and to provide an overview to the Draft EA / IS, including ways you can provide feedback.
- Host Public Information Center #6 to provide an update on the Community Access Road, share the Draft EA / IS report, answer questions and gather your feedback; and
- Three-Road Gathering & Expo #2.

We will also be available for—and encourage—meetings to review chapters and technical reports of interest to your community. If you have questions or if you would like to schedule a meeting to discuss, please contact us. We are happy to meet with you.

Be ready!

The Draft EA / IS will be a large document (approximately 500 - 1000 pages) and include thousands of pages of supporting documents (ranging from the technical documents to the Record of Consultation & Engagement).

We encourage you to book time with us before circulation of the Draft EA / IS to discuss how you would like to receive the Draft EA / IS from us and how best we can support you in your review.

Provincial Funding Support

The Province of Ontario continues to offer funding agreements with eligible communities to participate in the review of the Draft and Final EA / IS through the Participant Funding Initiative. They will be reaching out to you separately to discuss resources needed by the community to take part in the extended review period of the Draft EA / IS.

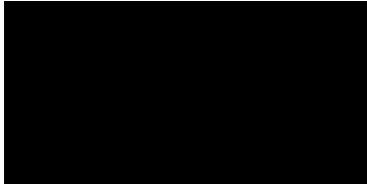




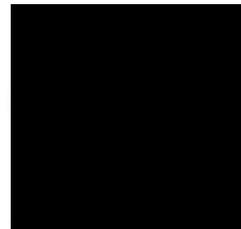
Don't hesitate to be in touch! We're happy to support you through this review.

We thank you for your continued participation and collaboration as we work towards building the Community Access Road.

Sincerely,



Qasim Saddique
Project Director



Lawrence Baxter
Senior Community Member Advisor

Cc:

- Qasim Sadique, Project Director, MFFN Community Access Road Project Team
- Lawrence Baxter, Senior Community Advisor, MFFN Community Access Road Project Team
- Bob Baxter, Senior Community Member Advisor, MFFN Community Access Road Project Team
- Jennifer Bruin, Technical Advisor, MFFN Community Access Road Project Team
- Paul MacInnis, Senior Advisor, Ministry of Mines
- Sasha McLeod, Special Project Officers, Ministry of the Environment
- Dorothy Moszynski, Special Project Officers, Ministry of the Environment
- Clinton Patrick, Weenusk First Nation Community Coordinator
- Jeffrey Hunter, Weenusk First Nation Councillor
- Leah Hunter, Weenusk First Nation Councillor
- Paul Koostachin, Weenusk First Nation Councillor
- Adena Vanderjagt, Consultant, MNP
- Germaine Conacher, Consultant, MNP
- Jim Butterworth, Consultant, MNP
- Hannah McIntyre, Consultant, MNP

Phone: [REDACTED]

Email: info@martenfallsaccessroad.ca

Web: <http://www.martenfallsaccessroad.ca>





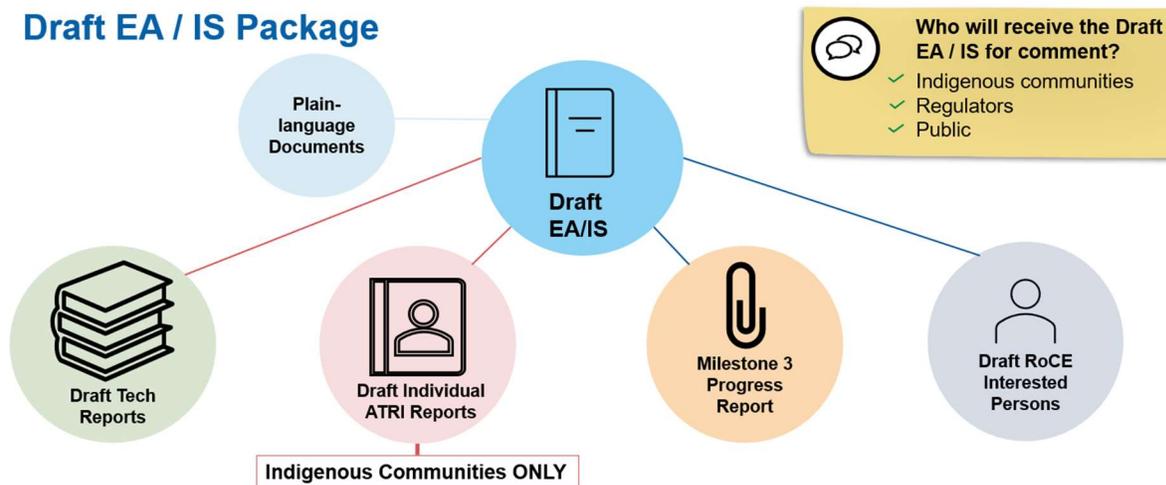
Frequently Asked Questions – Draft EA / IS

Issued September 2024

What is included in the Draft Environmental Assessment / Impact Statement Report (EA / IS)?

The Draft EA / IS will be a large document (approximately 500 - 1000 pages) which includes thousands of pages of supporting documents. These range from technical documents on valued components (like noise, air quality, peatlands—see below question for a full list), individual Aboriginal and Treaty Rights and Interests (ATRI) reports, to the Records of Consultation & Engagement. We are here to help in your review—plain-language versions of select documents will be made available, and we encourage you to book time with us to discuss before we circulate the Draft EA / IS.

Draft EA / IS Package



How have Indigenous communities influenced the Draft EA / IS?

Through consultation activities, the Marten Falls First Nation (MFFN) Community Access Road Project Team has collected feedback, information and Indigenous Knowledge to inform the final route selection and support the development of the Draft EA / IS. The ATRI / Three-Road Forums and Gatherings and Individual Community ATRI Existing Conditions Reports have facilitated the sharing of Indigenous Knowledge and provided a forum for open discussion around the proposed Community Access Road. The MFFN Community Access Road Project Team has engaged 22 Indigenous communities over the course of the environmental assessment process, working with key contacts and representatives of the communities who have provided their expertise, asked questions, and flagged concerns and issues that should be addressed and included in the Draft EA / IS.





Why is it important to provide your comments on the Draft Environmental Assessment / Impact Statement Report (Draft EA / IS)?

We are providing a Draft EA / IS to Indigenous communities, the public and regulators to allow for an early review of our information, approach and findings. Your input on the Draft EA / IS will inform the preparation of the Final EA / IS and allow us to incorporate your input and consider concerns related to the proposed Community Access Road.

How long do I have to review and provide comments on the Draft EA / IS?

Members of the Indigenous communities we are engaging will have access to the Draft EA / IS this winter via their community's key contact (identified by your Chief and Council). Indigenous communities have a minimum of 120 days to review and comment on the Draft EA / IS. If the 120 days overlap with year-end holidays; then additional time will be added to compensate. Access to the Draft EA / IS for Indigenous communities is 60-days in advance of the public and regulators' review period. The exact review dates will be provided once confirmed.

How and when will we get responses to the questions or comments that we provide on the Draft EA / IS?

Comments and questions received during the review process will be recorded and responses tracked and addressed, where possible, in the Final EA / IS. In addition, during the review period, we encourage you to contact us to schedule a meeting so that we can discuss with you directly any questions or concerns you might have. Our intent, where appropriate, is to provide you an opportunity to review or discuss your comments and our proposed response in advance of submitting the Final EA / IS.

What is the difference between the Draft EA / IS and the Final EA / IS version?

The Final EA / IS will incorporate comments, questions and feedback received on the Draft EA / IS from Indigenous communities, the public and regulators. Additional information from studies not completed before the release of the Draft EA / IS may also be included (if applicable). Because the Final EA / IS will be submitted by MFFN to the Ministry of the Environment, Conservation and Parks (MECP) and the Impact Assessment Agency of Canada (IAAC) for a decision by the Minister and Cabinet, it is important that communities participate in consultation on the Draft EA / IS, so that their input can be considered or addressed in the final version.





Where do we send our comments and feedback on the Draft EA / IS?

Once the key contact has compiled your community’s feedback, the comments / edits / questions can be sent to your MFFN Community Access Road Project Team contact or to the Community Access Road general email address: info@martenfallsaccessroad.ca.

How will my feedback be received if I am not an official representative of my community (e.g., key contact)?

Individual members of an Indigenous community are welcome to provide their own comments in addition to those provided on behalf of their community during the public review period. This input will be addressed along with other comments received from the public and regulators.

What Technical Reports are included in the Draft EA / IS?

The technical documents will include information on valued components existing conditions, effects assessment and cumulative effects.

The following technical reports are included in the Draft EA / IS.

1. Noise and Vibrations	10. Ungulates
2. Groundwater and Geochemistry	11. Air Quality and Green House Gas
3. Surface Water	12. Land Use
4. Fish and Fish Habitat	13. Human Health
5. Physiography, Terrain and Soils	14. Social
6. Peatlands	15. Economics
7. Vegetation	16. Visual
8. Wildlife	17. Aboriginal and / or Treaty Rights Interests (ATRI) / Indigenous Knowledge
9. Birds	

What are Cumulative Effects and the Inclusions List?

Cumulative Effects are the potential effects of the Community Access Road combined with the





effects of other past, present and reasonably foreseeable future projects and activities. On their own, individual project effects may be minor, but when considered together with other project effects they may become significant.

As part of the provincial EA and federal Impact Assessment (IA) process for the Community Access Road, an assessment of the potential cumulative effects is being completed. The preliminary project Inclusion List identifies potential projects that will be considered for inclusion in the Cumulative Effects Assessment, which will be part of the Draft EA / IS.

How have Indigenous communities been consulted?

Indigenous Knowledge Program

The purpose of this program was to empower Indigenous communities to share information on their land and resource use, cultural practices and values, and rights and interests in the study area. Participation in the program enabled participating communities to either share existing Indigenous Knowledge (IK) and Indigenous Land and Resource Use (ILRU) information (previously collected by communities) or to complete project-specific IK and ILRU Studies.

Community Coordinator Program

The Community Coordinator Program supports the Community Access Road activities, meetings and events, helping to make sure input is collected and shared back with the MFFN Community Access Road Project Team.

Community Coordinators strengthen our collective efforts related to the EA / IA process and allow for a more open and responsive consultation and engagement between Indigenous communities and the MFFN Community Access Road Project Team.

Reports

Through the EA / IA process, the MFFN Community Access Road Project Team has worked with Indigenous communities to produce reports including: ATRI Existing Conditions Report, Milestone #1 and #2 Reports, Cultural Heritage Report, Stage 1 and Stage 2 Archaeological Assessment Reports, and the Interim Record of Consultation and Engagement (RoCE).

In-person & virtual consultation activities

To date, our consultation efforts have included:

- Five in-person Public Information Centres (PICs), including dedicated hours for Indigenous Community members;
- 31 in-person or virtual meetings with 11 communities, including 8 in-person or virtual meetings with MFFN;
- Two in-person ATRI forums;





- An in-person Three-road Project Gathering & Expo;
- Attendance at several conferences, including the Prospectors & Developers Association of Canada (PDAC) conference and the Matawa First Nations Management gathering.
- Fourteen virtual webinars; and
- Ongoing outreach including phone calls emails, virtual meetings, and in-person meetings with communities and tribal councils.



From: Anderson, Victoria [REDACTED]
Sent: Friday, 27 September 2024 22:33
To: [REDACTED]
Cc: [REDACTED]
Subject: MFFN Community Access Road - What's New
Attachments: [REDACTED]

Hi Clinton,

I hope you've had a great summer!

I cc'd you on an email the other day regarding the Draft EA / IS that will be coming out in November. It has a lot of good information about the next steps for the Community Access Road. Additionally, I wanted to share the following information for the month of September:

Stay up to date!

To stay updated on ongoing activities for the MFFN CAR, sign up for our newsletter here: [REDACTED]

Follow us on [Facebook](#), [LinkedIn](#) and [Instagram](#).

IK Program

We want to check in on the status of the Indigenous Knowledge Funding Agreement that we had shared with Weenusk First Nation in June. Have you had an opportunity to review it? I've attached another copy for reference.

I've also attached our meeting minutes from our meeting in June. I apologize that it's taken me awhile to get these over to you, as we had a number of people away over the summer.

As always, I'm happy to chat if you have any questions or comments!

All the best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]

aecom.com

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)



MARTEN FALLS FIRST NATION ALL SEASON COMMUNITY ACCESS ROAD

Project Name: Marten Falls First Nation (MFFN) All Season Community Access Road (CAR)

Date of Meeting: June 5, 2024
Time: 12:00-1:00 pm EST

Attendees: List of Attendees
Chief Joey Hunter, Weenusk First Nation
Tracy Assiniwe, Weenusk First Nation
Clinton Patrick, Weenusk First Nation
Hannah McIntyre, MNP
Adena Vanderjagt, MNP
Jennifer Bruin, MFFN CAR Project Team Member
Andrea Nokleby, MFFN CAR Project Consultant
Don McKinnon, MFFN CAR Project Consultant
Joanne Wang, MFFN CAR Project Consultant
Kate McEwan, MFFN CAR Project Consultant
Victoria Anderson, MFFN CAR Project Consultant

Location: Webinar via Teams platform

Prepared By: Victoria Anderson (MFFN CAR Project Consultant)

Additional Invitees : Germaine Conacher, MNP
Jim Butterworth, MNP
Bob Baxter, MFFN CAR Community Advisor
Lawrence Baxter, MFFN CAR Community Advisor
Ingrid Trimble, MFFN CAR Project Consultant
Qasim Saddique, MFFN CAR

Regarding: Project Overview, Indigenous Knowledge Program, Socio-Economic Interests

Notes of Meeting

Meeting Purpose

The MFFN CAR Project Team and representatives of Weenusk First Nation met to discuss the Marten Falls First Nation Community Access Road (MFFN CAR) Project. The discussion was supported by a PowerPoint presentation that included the following information:

- Overview of the Marten Falls First Nation Community Access Road





Meeting Purpose

- Will improve well-being of the Marten Falls community
- The access road is anticipated to include the following features:
 - 190 km to 230 km of two-lane gravel road;
 - Quarries, borrow areas and aggregate sources;
 - Bridges for river and stream crossings; and
 - Temporary construction access roads, work areas and camps.
- Brief overview of the status of the Environmental Assessment and preliminary technically preferred route recommendation
 - The Environmental Assessment / Impact Statement (EA/IS) is a process that is designed to verify that existing conditions are understood, proper field work is conducted, Indigenous Knowledge is gathered and considered, and that ultimately the positive effects of the road outweigh the overall negative effects.
 - Environmental Assessment / Impact Statement (EA / IS) Process
 - Currently at step 5 - preparation of the Environmental Assessment / Impact Statement for review and approval.
 - There is currently no timeline for detail design and construction, however, we are optimistic that this will be available shortly following the conclusion of the EA/IS process.
 - Technically preferred route recommendation
 - The technically preferred route recommendation was presented in a series of public and community meetings associated with PIC #5 in October 2023.
 - Through those sessions, we received feedback that resulted in the Project Team and Project Consultants refining the preliminary route recommendation.
- Indigenous Knowledge Program
 - Purpose is to empower Indigenous Communities to share information on their land and resource use, cultural practices and values, and rights and interests in the study area.
 - MFFN CAR Project Consultant mentioned that \$████████ funding is still available to Weenusk First Nation for their participation to date in the Indigenous Knowledge program and offered to forward funding information.
 - MFFN CAR Project Consultant noted that the signed Indigenous Knowledge Sharing Agreement will be returned to Weenusk First Nation for their records.
 - Weenusk First Nation requested that the new Chief and Council are cc'd on the email.
- Socio-Economic Interests
 - Discussed the socio-economic valued components, including social-community, land and resource use, economics, and health and community safety.
 - The MFFN CAR Project will consider how the road may impact each of these valued components.
 - Traditional land use activities are examined under Aboriginal Treaty Rights and Interests (ATRI).
 - MFFN CAR Project Consultant noted that they recently provided responses to Weenusk First Nation's ATRI comments. MFFN CAR is happy to have further discussions about ATRI if Weenusk First Nation would like.





Meeting Purpose

- Weenusk First Nation indicated that they will review the ATRI responses and connect in the next couple weeks with any feedback. They requested the MFFN CAR Project Consultants to connect with Adena Vanderjagt.
 - What's coming up
 - Three Roads Forum and Expo
 - MFFN CAR Project Consultant asked whether Weenusk First Nation had received the invitation, and whether they are planning to attend the event.
 - Weenusk First Nation indicated that they are unable to attend the event. It was noted that flights only leave the community on Tuesdays and Thursdays, and community representatives would have to miss significant portions of the event, or stay in Thunder Bay for up to a week in order to attend the event. They requested that the MFFN CAR project consider making charter flights available for future events.
 - PIC #6 in Fall 2024, PIC #7 in January 2025
 - These are good opportunities for Weenusk First Nation to learn about various Project milestones, and to provide feedback on the Project
 - Draft Environment Assessment / Impact Statement report will be distributed in November of 2024; Nation will have until the end of March to provide comments on the draft EA / IS report.

In addition to the PowerPoint Presentation it was also mentioned in conversation that Chief Joey Hunter is seeking to understand the Project, and what has occurred to date with Weenusk First Nation, as a newly elected official.

Summary of Meeting Action Items

- MFFN CAR Project Team to send Indigenous Knowledge Funding information (see Item #1).
- MFFN CAR Project Team to return signed IK Sharing Agreement. (see Item #2)
- MFFN CAR Project Team to send meeting PowerPoint slides (see Item #3).

Item #	Topic / Theme	Comments / Questions	Response / Action Items	Date Completed
1	Indigenous Knowledge	<ul style="list-style-type: none"> • MFFN CAR Project Consultant noted that funding is still available to compensate Weenusk First Nation for their participation in the Indigenous Knowledge Program to date. 	<ul style="list-style-type: none"> • MFFN CAR Project Consultant to send IK funding information. 	<ul style="list-style-type: none"> • June 5, 2024





MARTEN FALLS FIRST NATION
ALL SEASON COMMUNITY ACCESS ROAD

Item #	Topic / Theme	Comments / Questions	Response / Action Items	Date Completed
2	Indigenous Knowledge	<ul style="list-style-type: none"> MFFN CAR Project Consultant noted that the signed Indigenous Knowledge Sharing Agreement will be returned to Weenusk First Nation for their records. 	<ul style="list-style-type: none"> MFFN CAR Project Team to return signed IK Sharing Agreement. 	<ul style="list-style-type: none"> July 18, 2024
3	n/a	<ul style="list-style-type: none"> MFFN CAR Project Consultant noted that powerpoint presentation slides will be shared with Weenusk First Nation following the meeting, 	<ul style="list-style-type: none"> MFFN CAR Project Consultant noted that PowerPoint presentation slides will be shared with Weenusk First Nation following the meeting, 	<ul style="list-style-type: none"> June 27, 2024

Any errors or omissions, please contact Victoria Anderson within 2 weeks of distribution. Finalized meeting minutes will be included in the public Record of Consultation.



Indigenous Knowledge Program Funding Agreement (the "Agreement")

THIS AGREEMENT made as of the _____ day of _____, _____.

BETWEEN:

INSERT NAME OF FIRST NATION

(Hereinafter called the "Name of First Nation"),

OF THE FIRST PART

- AND -

Marten Falls First Nation Project Team
(Hereinafter called the "Project Team")

OF THE SECOND PART

- AND -

Dillon Consulting Limited
(Hereinafter referred to as "Dillon")

OF THE THIRD PART

WHEREAS

WHEREAS Marten Falls First Nation ("MFFN") is a remote First Nation community in northern Ontario located at the junction of the Albany and Ogoki rivers, approximately 430 km northeast of Thunder Bay.

AND WHEREAS the MFFN community is currently only accessible by air and a winter road. Given the unreliability of the winter road, MFFN is proposing an all-season community access road (the "Project") to connect MFFN to Ontario's provincial highway network (i.e., Highway 643) to the south via the existing Painter Lake Road.

AND WHEREAS MFFN is represented by the Project Team to assist MFFN with a Provincial Environmental Assessment and Federal Impact Assessment (the "Assessments") to assess the potential Project effects and benefits.

AND WHEREAS as part of the Assessment the Project Team would like to engage FN in the Indigenous Knowledge Program (the "IK") and to complete a Project-Specific IK Study (the "IK Study")

AND WHEREAS the FN has agreed to participate in the IK program and produce an IK Study specific to the Project area and community.

AND WHEREAS, specific to this Agreement, the Project Team has retained Dillon for the sole purpose of the administration of the receipt of the IK Study and payment of the funding for the IK Study to the FN as set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that the Project Team, FN and Dillon (the "Parties") hereby agree as follows:

ARTICLE I: SCOPE OF SERVICES

1.1 Services by the FN. The FN shall complete and provide to the Project Team, an IK Study Report, covering the geographic area identified in Schedule A, with that degree of care, skill and diligence normally provided in the performance of an IK Study on projects of a similar nature.

1.2 Scope of Services. The FN shall complete the IK Study Report in accordance with the provisions as set out in the *MFFN Community Access Road Project - Indigenous Knowledge Program Guidance Document*, dated November 2020, a copy of which is attached as Schedule B.

ARTICLE II: Project Team Responsibilities

2.1 Information. The Project Team shall provide to the FN, in a timely manner, relevant information required to complete the IK Study.

ARTICLE III: FN RESPONSIBILITIES

3.1 Deliverables. The FN shall provide the following reports, upon the timelines set out:

- *IK Program check in meeting with the Project Team for FN to provide a status update and share preliminary data (GIS)/Draft Report/Information), and*
- *Final IK Study Report and associated mapping/GIS files.*

ARTICLE IV: Compensation

4.1 Compensation. The Project Team agrees to compensate FN for the IK Report, in the amount of \$ [REDACTED] inclusive of all applicable taxes (the "IK Payment").

4.2 Schedule of Payments. Upon execution of this Agreement by all parties, the Project Team shall direct Dillon to pay the FN the IK Payment based upon the following schedule:

- *An initial payment of \$ [REDACTED] within 30 days of the execution of this Agreement by all Parties,*
- *A second payment of \$ [REDACTED] within 30 days of receipt, by the Project Team, of the IK Program status update/meeting and preliminary data (GIS)/Draft Report/Information,*
- *A final payment of \$ [REDACTED] within 30 days of receipt, by the Project Team, of the Final IK Study Report and associated mapping/GIS file.*

Notwithstanding article 7.7, the FN here by directs Dillon to make the three individual IK Payments, payable to [REDACTED] and to deliver the payments to [REDACTED], and this shall be Dillon's good and valid authority to do so.

ARTICLE V: CONFIDENTIALITY, USE AND DISCLOSURE

5.1 Confidentiality. The Project Team and the FN have previously executed an Indigenous Knowledge Information Sharing Agreement (the "IK Agreement"). The Project Team and the FN Parties agree that all matters relating to the confidentiality, use and disclosure of the IK Report shall be governed by the IK Agreement. In the event of any conflict between terms of the IK Agreement and this Agreement, the terms and conditions of the IK Agreement shall govern.

ARTICLE VI: CONFIRMATION

6.1 Confirmation. The FN confirms that it will complete the *Final IK Study Report and associated mapping/GIS files* with due care, attention, and diligence.

ARTICLE VII: OTHER

7.1 Governing Law. This Agreement shall be governed by the laws of the Province of Ontario.

7.2 Entire Agreement. This Agreement (a) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and (b) supersedes all prior agreements, understandings, negotiations and discussions by or between the Parties pertaining to the subject matter of this Agreement. There are no warranties, representations or other agreements, whether oral or written, express or implied, collateral or otherwise, by or between the Parties pertaining to the subject matter of this Agreement except as set forth in this Agreement.

7.3 Acknowledge and Confirmation of Project Team and FN. The Project Team and the FN confirm and agree that Dillon's only obligations under this Agreement is the payment of the IK Payment upon the terms and conditions set out in Article 4.2. The Project Team and FN acknowledge and agree that Dillon shall have no other obligations or requirements, of any kind or nature whatsoever, with respect to this Agreement or the IK Study. The Project Team and the FN agree and acknowledge that Dillon makes no representations, and shall have no responsibility, as to the completeness of the IK Report nor any obligations or requirements regarding the timeliness of the draft or final IK Report to the FN or the Project Team.

7.4 Independent Professional Services FN. The FN is an independent professional services provider in performing services under this agreement, and accordingly it is further acknowledged that the FN is an independent contractor.

7.5 Assignment. Neither party may assign this Agreement without the prior consent in writing of the other party.

7.6 Modification and Waiver. This Agreement may not be modified, amended or supplemented except by written agreement of the Parties. No act or omission by a party, other than a written waiver, shall constitute a waiver of any provision of this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any such waiver constitute a continuing waiver, unless otherwise specifically agreed in writing by the Parties.

7.7 Notices. All notices, instructions and other communications required or permitted to be given hereunder must be in writing and must be delivered via email, or mailed by first class mail, to the parties and at the addresses set forth, in the event of a notice being sent by first class mail the notice shall be deemed to be received by the addressee on the fifth business day after the mail is postmarked:

- Project Team - Qasim Saddique, Project Director
 - Email: [REDACTED]
 - Address: [REDACTED]
- FN insert contact person and title
 - Email
 - Address
- Dillon - Andrea Nokleby, MFFN CAR Project Consultant:
 - Email: [REDACTED]
 - Address: [REDACTED]

7.8 Inurement. This Agreement shall be binding upon the Parties, and shall continue in full force and effect in the event any Party is permitted to assign this Agreement or if there is any change in ownership, control or management of any Party.

7.9 Counterparts, Signatures and Retention. This Agreement may be executed in one or more counterparts, each of which is an original, and which, taken together, shall constitute one and the same agreement. The signing of a facsimile copy or portable document format (PDF) copy of this Agreement and any amendments thereto shall have the same effect as the signing of an original. The retention of an electronic version of this Agreement is permitted and the subsequent production of an electronic version of this document shall be treated as if it was the production of an original signed copy.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement all as of the day and year first above written.

First Nation

Per: _____
I/We have authority to bind the XX FN.
Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the XX FN.
Name: _____
Title: _____
Date: _____

Marten Falls First Nation Project Team

Per: _____
I/We have authority to bind the MFFN Project Team.
Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the MFFN Project Team.
Name: _____
Title: _____
Date: _____

Dillon Consulting Limited

Per: _____
I/We have authority to bind Dillon Consulting Limited
Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the Dillon Consulting Limited.
Name: _____
Title: _____
Date: _____

From: Anderson, Victoria [REDACTED]
Sent: Wednesday, 09 October 2024 21:59
To: Clinton Patrick [REDACTED]
Subject: RE: MFFN Community Access Road - What's New

Hi Clendon,

Sorry for the delayed response. I'd be happy to have a call. I'll be available all month with the exception of this week, as I'm at the Assembly of First Nations Climate Gathering here in Calgary (if you're around for the AFN, please stop by the AECOM booth and say hello!).

Feel free to suggest a time that works for you with your travel schedule, and I'll be sure to make time on my end.

I'm also happy if you want to call anytime – my number is [REDACTED]

Best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]

aecom.com

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Subject: MFFN Community Access Road - What's New
Sent: 2024/11/04, 21:39:19
From: Anderson, Victoria [REDACTED]
To: [REDACTED]
Cc: Joey Hunter; [REDACTED]; Paul Koostachin; Leah Hunter; Adena Vanderjagt; Germaine Conacher; Jim Butterworth; Hannah McIntyre

Hello Clinton,

I'm emailing to provide the following updates for the month of October related to the Marten Falls Community Access Road:

- **Please fill out our survey!**
 - In September, we sent you an email with a letter and FAQ in preparation for the release of the Draft EA / IS. As we prepare to submit the Draft EA / IS, we want to ensure your community has easy access to the documents and has identified a key community contact to help guide the review process.
 - **Please fill out this questionnaire to identify a key contact and preferences related to the review process:** [REDACTED]
- **IK Program**
 - As Andrea mentioned in our meeting in June, there is IK Program funding available to you. We want to check in on the status of the Indigenous Knowledge Funding Agreement that we had shared with Weenusk First Nation in June. Have you had an opportunity to review it?
- **Community Coordinator Program**
 - To ensure we support your community as we move into the review of the Draft Environmental Assessment / Impact Statement (EA / IS), we would like to offer **a one-time lumpsum capacity funding payment of \$[REDACTED]**. These funds are intended to support your engagement in the Project; we believe that this approach will provide your community with the flexibility to allocate the funds as you see fit and ensure that their use matches your needs.
If you so chose to, these funds could support your review and comment gathering on the Draft EA / IS by elders and / or youth, for example. During the review period of the Draft EA / IS the Project Team will continue to make themselves available to help support you upon request (e.g. with Project materials and information, and meetings as required).
If this capacity funding is of interest to you, please respond to this email before **February 28, 2025**, identifying which business entity the payment should be made to, and we will provide a funding agreement for your review.

Please reach out if you have any questions.

Best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]
[REDACTED]

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

From: Anderson, Victoria
Sent: Tuesday, November 19, 2024 1:55 PM
To: 'Clinton Patrick' [REDACTED]
Subject: RE: MFFN Community Access Road - What's New

Hi Clendon,

Thanks for submitting the survey!

I do want to follow up, as you noted that you'd like a printed copy. Do you have an address that we can ship the Draft EA / IS to? Please note that unfortunately our courier doesn't deliver to PO addresses.

Best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]
[REDACTED]
[REDACTED]

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Subject: MFFN Community Access Road - What's New in July

Attachments: [Redacted]

From: Anderson, Victoria [Redacted]

Sent: Tuesday, 19 November 2024 23:33

To: Adena Vanderjagt [Redacted] Joey Hunter [Redacted]

Cc: Jeff Hunter [Redacted] Hannah McIntyre [Redacted] Germaine Conacher

[Redacted] Jim Butterworth [Redacted] Leah Hunte [Redacted] Paul

Koostachin [Redacted] Clendon Patrick [Redacted]

Subject: RE: MFFN Community Access Road - What's New in July

Hello Chief Joey Hunter and Adena,

Please see the attached response to the feedback that Weenusk First Nation provided on the Stage 1 Archaeological Assessment Report.

Please reach out if you have any further questions or comments.

All the best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada

[Redacted]

AECOM

[Redacted]

aecom.com

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)



November 19, 2024

Weenusk First Nation
[REDACTED]

Subject: Marten Falls Community Access Road Stage 1 Archaeological Assessment Report – Community Feedback

Dear Chief Joey Hunter,

Thank you for your feedback on the Stage 1 Archaeological Assessment Report for the Marten Falls First Nation Community Access Road Project, which we received by email on August 2, 2024.

The feedback received noted that Weenusk First Nation had not identified any significant concerns, though there was a reference made to “Supplementary Documentation” that was not available on the Google Drive link provided by AECOM. Weenusk First Nation requested that these documents be made available to understand how Indigenous information informed the selection of additional sites, and whether additional sites will be evaluated.

In response, the Marten Falls First Nation Community Access Road Project notes that the Supplementary Documentation referred to in the Stage 1 Archaeological Assessment Report contains confidential information that is not part of the report, but provided to the Ministry of Citizenship and Multiculturalism as a requirement of the archaeological licensing. This information will not be entered into the Public Register. The results of the archaeological potential illustrated on Figure 7 take into account these areas, they are just not specifically illustrated.

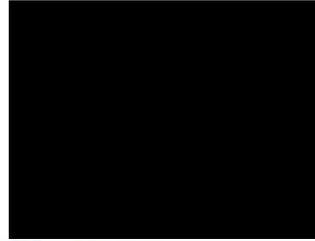
Should you have any questions or concerns, please feel free to contact Victoria Anderson at email [REDACTED]

Sincerely,





Qasim Saddique
Project Director



Lawrence Baxter
Senior Community Member Advisor

CC:

- Clinton Patrick, Weenusk First Nation Community Coordinator
- Jeffrey Hunter, Weenusk First Nation Councillor
- Leah Hunter, Weenusk First Nation Councillor
- Paul Koostachin, Weenusk First Nation Councillor
- Adena Vanderjagt, Consultant, MNP
- Germaine Conacher, Consultant, MNP
- Jim Butterworth, Consultant, MNP
- Hannah McIntyre, Consultant, MNP



Subject: Marten Falls First Nation Community Access Road (MFFN CAR) Milestone #3 Progress Report
Sent: 2024/11/28, 23:11:00
From: Anderson, Victoria [REDACTED]
To: Joey Hunter
Cc: [REDACTED]; Adena Vanderjagt; Germaine Conacher; Jim Butterworth; Hannah McIntyre; [REDACTED] Paul Koostachin

Dear Chief Joey Hunter,

I hope this email finds you well.

The Milestone #3 Progress Report for the Marten Falls First Nation Community Access Road has been drafted and is ready for review. The following link includes the Report and associated appendices to view or download, for Weenusk First Nation: [REDACTED]

The Milestone #3 Progress Report covers June 1, 2023, to July 31, 2024.

We welcome any edits or comments to your community-specific section by February 14, 2025, before the reports are incorporated into the Draft Record of Consultation.

If you haven't already, please fill out this questionnaire to identify a key contact and preferences related to the review process [REDACTED]

If you have any questions or would like to schedule a meeting to discuss the reports and timeline, please reply to this email. We also kindly ask if you could let us know if you received this email and can view / download the documents successfully.

If you have any questions or comments about the Community Access Road, please reply to this email.

Sincerely,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]
[REDACTED]
[REDACTED]

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

From: Anderson, Victoria
Sent: Wednesday, December 18, 2024 2:46 PM
To: [REDACTED]
Cc: Joey Hunter [REDACTED]; Adena Vanderjagt [REDACTED]; Germaine Conacher [REDACTED]; Jim Butterworth [REDACTED]; Hannah McIntyre [REDACTED]; Leah Hunter [REDACTED]; Paul Koostachin [REDACTED]
Subject: MFFN Community Access Road - What's New

Hello Clendon,

I hope this week is treating you well so far!

I wanted to provide some updates about the Marten Falls First Nation Community Access Road for the month of December:

- **Happy 2024 Year-end!**

- As we approach the new year, we'd like to acknowledge the milestones achieved for the MFFN Community Access Road in 2024. In particular, we celebrated the selection of the final route for the Community Access Road. On August 26, 2024, Marten Falls First Nation Chief and Council signed a Band Council Resolution confirming the proposed final route.

We took part in multiple events this year, including hosting in-community meetings with Marten Falls First Nation in July and October and in-community meetings with Aroland First Nation in June and July. We also attended the Three-Road Projects Gathering and Expo in June. We extend a great thank you to everyone who attended and took part in these gatherings. Your collaboration has helped shape the future of the road.

Coming up in 2025, we are preparing for the release of the Draft Environmental Assessment / Impact Assessment. We look forward to receiving your insights on this document and are enthusiastic about what 2025 will hold for the Community Access Road.

The Community Access Road is more than infrastructure; it's about securing a better future for our people... It is not just a path to progress; it is a testament to our resilience, our vision for the future and our commitment to the well-being of our people. – Chief Bruce Achneepineskum, Marten Falls First Nation

- **Draft EA / IS Survey Follow-up**

- Thanks for submitting the Draft EA / IS survey! When you submitted your response, you had noted that you would like a printed copy once it becomes available. Do you have an address that we can ship the Draft EA / IS to? Please note that we can't ship to P.O. boxes.

- **Milestone #3 Progress Report Feedback**

- On November 28, 2024, we sent your community-specific Milestone #3 Progress Report.
- We welcome any edits or comments to your community-specific section which you may provide through email, telephone or by scheduling a meeting. **Please provide your community's feedback by February 14, 2025.**

- **IK Program**

- I want to thank you again for sharing Weenusk First Nation's IK report, and want to note that we still have IK Program Funding available to you! I've attached another copy of the IK Funding Agreement if you'd like to access this funding.

- **Community Coordinator Program**

- To ensure we support your community as we move into the review of the Draft Environmental Assessment / Impact Statement (EA / IS), we would like to offer a **one-time lumpsum capacity funding payment of \$[REDACTED]**. These funds are intended to support your engagement in the Project; we believe that this approach will provide your community with the flexibility to allocate the funds as you see fit and ensure that their use matches your needs.

If you so chose to, these funds could support your review and comment gathering on the Draft EA / IS by elders and / or youth, for example. During the review period of the Draft EA / IS the Project Team will continue to make themselves available to help support you upon request (e.g. with Project materials and information, and meetings as required).

If this capacity funding is of interest to you, please respond to this email before **February 28, 2025**, identifying which business entity the payment should be made to, and we will provide a funding agreement for your review.

Please don't hesitate to reach out if you have any additional questions – always happy to connect!

Best,

Victoria Anderson BA, BSc

She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]
[REDACTED]
[REDACTED]

Delivering a better world

[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

From: Anderson, Victoria [REDACTED]
Sent: Friday, January 24, 2025 3:21 PM
To: Clinton Patrick [REDACTED]
Subject: RE: MFFN Community Access Road - What's New

Hi Clinton,

That'd be great! My number is [REDACTED]

Thanks,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]
[REDACTED]
[REDACTED]

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Subject: MFFN Community Access Road - What's New
Sent: 2025/01/24, 21:55:38
From: Anderson, Victoria [REDACTED]
To: [REDACTED]
Cc: Joey Hunter; [REDACTED]; Adena Vanderjagt; Germaine Conacher; Jim Butterworth; Hannah McIntyre; Leah Hunter; Paul Koostachin
Attachments: [REDACTED]

Hi Clinton,

I hope you're doing well! In follow-up from our email chain right before Christmas, I've attached a copy of the **Community Coordinator Funding Agreement**. I'll note that once you send the agreement back, there are some additional steps to take and it can take a few weeks to process, but I'm happy to walk you through everything to make sure you get set up.

I've also got some additional updates below to prepare you for the release of the Draft EA / IS:

- **MFFN CAR Draft EA / IS Email**
 - All information pertaining to the Draft EA / IS will come from a separate email account [REDACTED]. **Please ensure you send your questions and comments on the Draft EA / IS to this email address.**
- **Book a meeting!**
 - We are here to assist you in the review process of the Draft EA / IS. Please reach out if you would like to book an in-person or virtual meeting to discuss the Draft EA / IS. We understand the size of the document (~20,000 pages) can be overwhelming and are here to support you with review.
 - The MFFN CAR Project Team will be attending the Three Road Projects Gathering and Expo in Thunder Bay February 19-20 and Timmins February 25-26, 2025. Your community has received an invitation to this event with all the details on the event, how to register and a link to book a time to speak one-on-one with the Project Team. If you wish to meet with the MFFN CAR Project Team outside of this event, we are happy to book in-person meetings during this timeframe.
- **Milestone #3 Progress Report Feedback**
 - On November 28 / 29, 2024, we distributed your community specific Milestone #3 Progress Report.
 - We welcome any edits or comments to your community-specific section which you may provide through email, telephone or by scheduling a meeting. **Please provide your community's feedback by February 14, 2025.**

I'd like to follow-up by phone next week to talk about getting you set up for the Community Coordinator Funding, and booking a meeting to discuss the Draft EA / IS (I know you indicated you're interested in a meeting when you filled out the survey). Do you have any availability earlier next week for a call?

Thanks,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]

aecom.com
Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Community Capacity Funding Agreement

THIS COMMUNITY CAPACITY FUNDING AGREEMENT (“Agreement”) made as of the _____ day of _____, 202__.

BETWEEN:

OF THE FIRST PART

[Enter Name of Community]

[Enter Mailing Address]

Attention: [Enter Primary Contact Name]

Email: [Enter Primary Contract Email Address]

(hereinafter, the “Community”),

- AND -

OF THE SECOND PART

Marten Falls First Nation as represented by 2617482 Ontario Inc.

[Enter Mailing Address]

Attention: Qasim Saddique, Project Director

Email: [REDACTED]

(hereinafter, the “Project Team”),

- AND -

OF THE THIRD PART

AECOM Canada Ltd.

[Enter Mailing Address]

Attention: [Enter Contact Name]

Email: [Enter Primary Contract Email Address]

(hereinafter, “AECOM”),

(Each a “Party” and collectively the “Parties” to this Agreement)

RECITALS:

WHEREAS Marten Falls First Nation (“MFFN”) is a remote First Nation community in northern Ontario located at the junction of the Albany and Ogoki rivers, approximately 430 km northeast of Thunder Bay;

AND WHEREAS MFFN is currently only accessible by air and a winter road. Given the unreliability of the winter road, MFFN is proposing an all-season community access road (the “Project”) to connect MFFN to Ontario’s provincial highway network (i.e., Highway 643) to the south via the existing Painter Lake Road;

AND WHEREAS MFFN is represented by the Project Team to assist MFFN with a Provincial Environmental Assessment and Federal Impact Assessment (the “Draft EA/IS”) to assess the potential Project effects and benefits;

AND WHEREAS the Project Team would like to engage the Community for participation in a “Community Capacity

Funding Program” as set out in this Agreement so as to facilitate the review of the Draft EA/IS by the Community and the gathering of feedback where provided by the Community.

AND WHEREAS, through this Agreement, the Community has agreed to participate in the Community Capacity Funding Program.

AND WHEREAS the Parties agree that it is the Community’s responsibility to identify the use and allocation of the funds in connection with this Agreement for the purposes of reviewing the Draft EA/IS and, further, to have an opportunity to provide feedback at its discretion to AECOM and the Project Team (“**Funding Purpose**”).

AND WHEREAS, specific to this Agreement, the Project Team has retained AECOM for the sole purpose of making payment of the Capacity Funding (as defined below) to the Community at the direction of the Project Team as set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, for the good and valuable consideration set out herein, the Parties hereby agree as follows:

ARTICLE I: PAYMENT OF CAPACITY FUNDING

1.1 Lump Sum Payment. The Project Team agrees to pay the Community a one-time, lump sum payment of \$ [REDACTED] (“**Capacity Funding**”).

1.2 Schedule of Payment. Upon execution of this Agreement by all Parties, the Project Team hereby directs AECOM to pay the Community the Capacity Funding within 30 days of the execution of this Agreement by all Parties.

ARTICLE II: SCOPE OF CAPACITY FUNDING

2.1 Scope of Capacity Funding. The Capacity Funding is intended to support the Community's ability to engage on the Project in accordance with the Funding Purpose. The Capacity Funding may be used to facilitate the Funding Purpose by financially supporting the Community's review of the Draft EA/IS, including costs related to: (a) securing meeting space, (b) rental or purchase of office and/or accessibility equipment; (c) office materials and incidentals; (d) compensating community members for their time to review and the provision of feedback; or (e) hiring of a community coordinator to facilitate the Community's review and organize the submission of feedback.

2.2 Confirmation of Draft EA/IS Review and Provision of Feedback. The Community agrees that it shall review the Draft EA/IS and provide written confirmation of its completed review to AECOM and the Project Team. This written confirmation shall be provided by no later than 120 days following the Community’s receipt of the Draft EA/IS (“**Review Date**”). Additionally, the Community may provide feedback it obtains through the review process to AECOM and the Project Team at its sole discretion before the Review Date.

2.3 Voluntary Participation. The Community agrees that it is participating in the Community Capacity Funding Program voluntarily, without pressure, duress or inducement. As the Community Capacity Funding Program is being used to facilitate engagement with several First Nations across northern Ontario, it is acknowledged and agreed that the Capacity Funding is intended to support Community consultation and that neither the Project Team nor AECOM make any representations or warranties, express or implied, in relation to the sufficiency of the Capacity Funding to fully facilitate the Community’s engagement on Project, including the Funding Purpose as set out herein.

ARTICLE III: USE OF INFORMATION

3.1 Use of Information. The Project Team and AECOM may use the information gathered through the Community Capacity Funding Program and this Agreement for the purposes of incorporating the Community review

and feedback into finalizing the Provincial Environmental Assessment and Federal Impact Assessment of the Project. Further, AECOM and the Project Team may use the information to report on the Community Capacity Funding Program to the MFFN or any authority having jurisdiction, including on issues pertaining to specific Community consultation or First Nation consultation generally, in respect of the Project or any other reasonable use or purpose, including to comply with any legal obligations.

3.2 No Expectation of Confidentiality. There is no expectation of confidentiality associated with the Community Capacity Funding Program, including in relation to this Agreement, receipt of written confirmation of the Community's review and feedback, and the Capacity Funding.

ARTICLE IV: RELATIONSHIPS AMONGST PARTIES WITHIN COMMUNITY CAPACITY FUNDING PROGRAM

4.1 Role of AECOM. The Project Team and the Community confirm and agree that AECOM's only responsibility under this Agreement is to facilitate the payment of the Capacity Funding in accordance with Article I (Payment of Capacity Funding). The Project Team and Community acknowledge and agree that AECOM shall have no other obligations or requirements of any kind or nature whatsoever with respect to this Agreement. AECOM and the Project Team have no responsibility for, or control of, the Community or its personnel and AECOM and the Project Team will have no liability for any acts or omissions of the Community or its personnel. The Project Team and the Community agree and acknowledge that AECOM makes no representations, and shall have no responsibility, as to the completeness or sufficiency of the Community Capacity Funding Program or the Capacity Funding for any purpose, including the Funding Purpose. AECOM does not have responsibility regarding the treatment of Community's consultation or feedback by any authority having jurisdiction in relation to the Project.

4.2 Independence of Community. The Parties acknowledge and agree that the Community is not a consultant, subconsultant, contractor, subcontractor, employee, or advisor of AECOM or the Project Team. For greater certainty, this Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, vendor-client relationship or partnership between the Parties. It is understood and agreed that the Community's participation in the Community Capacity Funding Program does not represent the Community's position in relation to the Draft EA/IS in any way whatsoever and this Agreement shall not be interpreted or construed to represent a position by the Community in relation to the Draft EA/IS for any purpose.

ARTICLE V: GENERAL

5.1 Governing Law. This Agreement shall be governed by the laws of the Province of Ontario.

5.2 Entire Agreement. This Agreement (a) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and (b) supersedes all prior agreements, understandings, negotiations and discussions by or between the Parties pertaining to the subject matter of this Agreement. There are no warranties, representations or other agreements, whether oral or written, express or implied, collateral or otherwise, by or between the Parties pertaining to the subject matter of this Agreement except as set forth in this Agreement.

5.3 Assignment. No Party may assign this Agreement without the prior consent in writing of the other Parties.

5.4 Modification and Waiver. This Agreement may not be modified, amended or supplemented except by written agreement of the Parties. No act or omission by a Party, other than a written waiver, shall constitute a waiver of any provision of this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any such waiver constitute a continuing waiver, unless otherwise specifically agreed in writing by the Parties.

5.5 Notice. All written notices required to be given in this Agreement must be in writing and must be delivered to each Party's representative at each Party's address first listed above. Notice may be given by (a) hand delivery; (b) email; or (c) registered mail. Notice by hand delivery or registered mail shall be effective on the day of delivery. Notice by email shall only be effective on the day of written responding confirmation of receipt (which, for certainty, does not include any automated replies from a recipient's email account.) Each Party's representative and address may be changed upon the delivery of written notice to the Parties.

5.6 Successors and Assigns. This Agreement shall be binding upon the Parties and shall continue in full force and effect in the event any Party is permitted to assign this Agreement or if there is any change in ownership, control or management of any Party.

5.7 Dispute Resolution. Upon the delivery of a written notice of a dispute arising out of or in connection with this Agreement by any Party, the Parties shall attempt to resolve such dispute, by structured negotiation, on a without prejudice basis, with the assistance of a mediator appointed by the Parties. If a dispute cannot be settled within a period of 30 days after such notice of dispute, or such longer period as may be agreed to by the Parties, the Parties shall be free to pursue any other procedures or remedies available to them, including arbitration or litigation, in an effort to finally resolve the dispute.

5.8 Interpretation. The recitals first listed above form an integral and essential part of this Agreement. Capitalized terms shall be given the meaning as first set out in this Agreement.

5.9 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision but this Agreement will be construed as if such invalid provision were omitted.

5.10 Counterparts, Signatures and Retention. This Agreement may be executed in one or more counterparts, each of which is an original, and which, taken together, shall constitute one and the same agreement. The signing of a facsimile copy or portable document format (PDF) copy of this Agreement and any amendments thereto shall have the same effect as the signing of an original. The retention of an electronic version of this Agreement is permitted and the subsequent production of an electronic version of this document shall be treated as if it was the production of an original signed copy.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

[NAME OF COMMUNITY]

Per: _____
I/We have authority to bind the [name of
community].

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the [name of
community].

Name: _____
Title: _____
Date: _____

Marten Falls First Nation as represented by 2617482 Ontario Inc.

Per: _____
I/We have authority to bind 2617482 Ontario
Inc. and the MFFN Project Team.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the MFFN Project
Team.

Name: _____
Title: _____
Date: _____

AECOM Canada Ltd.

Per: _____
I/We have authority to bind AECOM Canada Ltd.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the AECOM Canada
Ltd.

Name: _____
Title: _____
Date: _____

Subject: RE: MFFN Community Access Road - What's New
Sent: 2025/01/28, 00:24:05
From: Anderson, Victoria [REDACTED]
To: Clinton Patrick
Attachments: [REDACTED]

Hi Clinton,

Thanks for the call today, it was great to chat with you!

I've attached the pdf of the Community Capacity Funding Agreement. I'm hoping this one works better for you, but let me know if you're still having issues and we'll figure out another solution.

- The additional information we'll need for the transaction:
- Community Name or entity owned by the community (e.g. the Band Office)
 - Phone Number
 - Key point of contact
 - Email address
 - Mailing Address

I'm hoping to be in touch soon with more information about our availability for February 25.

Thanks again,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Community Capacity Funding Agreement

THIS COMMUNITY CAPACITY FUNDING AGREEMENT (“Agreement”) made as of the _____ day of _____, 202____.

BETWEEN:

OF THE FIRST PART

[Enter Name of Community]

[Enter Mailing Address]

Attention: [Enter Primary Contact Name]

Email: [Enter Primary Contract Email Address]

(hereinafter, the “Community”),

- AND -

OF THE SECOND PART

Marten Falls First Nation as represented by 2617482 Ontario Inc.

[Enter Mailing Address]

Attention: Qasim Saddique, Project Director

Email: [REDACTED]

(hereinafter, the “Project Team”),

- AND -

OF THE THIRD PART

AECOM Canada Ltd.

[Enter Mailing Address]

Attention: [Enter Contact Name]

Email: [Enter Primary Contract Email Address]

(hereinafter, “AECOM”),

(Each a “Party” and collectively the “Parties” to this Agreement)

RECITALS:

WHEREAS Marten Falls First Nation (“MFFN”) is a remote First Nation community in northern Ontario located at the junction of the Albany and Ogoki rivers, approximately 430 km northeast of Thunder Bay;

AND WHEREAS MFFN is currently only accessible by air and a winter road. Given the unreliability of the winter road, MFFN is proposing an all-season community access road (the “Project”) to connect MFFN to Ontario’s provincial highway network (i.e., Highway 643) to the south via the existing Painter Lake Road;

AND WHEREAS MFFN is represented by the Project Team to assist MFFN with a Provincial Environmental Assessment and Federal Impact Assessment (the “Draft EA/IS”) to assess the potential Project effects and benefits;

AND WHEREAS the Project Team would like to engage the Community for participation in a “Community Capacity

Funding Program” as set out in this Agreement so as to facilitate the review of the Draft EA/IS by the Community and the gathering of feedback where provided by the Community.

AND WHEREAS, through this Agreement, the Community has agreed to participate in the Community Capacity Funding Program.

AND WHEREAS the Parties agree that it is the Community’s responsibility to identify the use and allocation of the funds in connection with this Agreement for the purposes of reviewing the Draft EA/IS and, further, to have an opportunity to provide feedback at its discretion to AECOM and the Project Team (“**Funding Purpose**”).

AND WHEREAS, specific to this Agreement, the Project Team has retained AECOM for the sole purpose of making payment of the Capacity Funding (as defined below) to the Community at the direction of the Project Team as set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, for the good and valuable consideration set out herein, the Parties hereby agree as follows:

ARTICLE I: PAYMENT OF CAPACITY FUNDING

1.1 Lump Sum Payment. The Project Team agrees to pay the Community a one-time, lump sum payment of [REDACTED] “**Capacity Funding**”).

1.2 Schedule of Payment. Upon execution of this Agreement by all Parties, the Project Team hereby directs AECOM to pay the Community the Capacity Funding within 30 days of the execution of this Agreement by all Parties.

ARTICLE II: SCOPE OF CAPACITY FUNDING

2.1 Scope of Capacity Funding. The Capacity Funding is intended to support the Community's ability to engage on the Project in accordance with the Funding Purpose. The Capacity Funding may be used to facilitate the Funding Purpose by financially supporting the Community's review of the Draft EA/IS, including costs related to: (a) securing meeting space, (b) rental or purchase of office and/or accessibility equipment; (c) office materials and incidentals; (d) compensating community members for their time to review and the provision of feedback; or (e) hiring of a community coordinator to facilitate the Community's review and organize the submission of feedback.

2.2 Confirmation of Draft EA/IS Review and Provision of Feedback. The Community agrees that it shall review the Draft EA/IS and provide written confirmation of its completed review to AECOM and the Project Team. This written confirmation shall be provided by no later than 120 days following the Community’s receipt of the Draft EA/IS (“**Review Date**”). Additionally, the Community may provide feedback it obtains through the review process to AECOM and the Project Team at its sole discretion before the Review Date.

2.3 Voluntary Participation. The Community agrees that it is participating in the Community Capacity Funding Program voluntarily, without pressure, duress or inducement. As the Community Capacity Funding Program is being used to facilitate engagement with several First Nations across northern Ontario, it is acknowledged and agreed that the Capacity Funding is intended to support Community consultation and that neither the Project Team nor AECOM make any representations or warranties, express or implied, in relation to the sufficiency of the Capacity Funding to fully facilitate the Community’s engagement on Project, including the Funding Purpose as set out herein.

ARTICLE III: USE OF INFORMATION

3.1 Use of Information. The Project Team and AECOM may use the information gathered through the Community Capacity Funding Program and this Agreement for the purposes of incorporating the Community review

and feedback into finalizing the Provincial Environmental Assessment and Federal Impact Assessment of the Project. Further, AECOM and the Project Team may use the information to report on the Community Capacity Funding Program to the MFFN or any authority having jurisdiction, including on issues pertaining to specific Community consultation or First Nation consultation generally, in respect of the Project or any other reasonable use or purpose, including to comply with any legal obligations.

3.2 No Expectation of Confidentiality. There is no expectation of confidentiality associated with the Community Capacity Funding Program, including in relation to this Agreement, receipt of written confirmation of the Community's review and feedback, and the Capacity Funding.

ARTICLE IV: RELATIONSHIPS AMONGST PARTIES WITHIN COMMUNITY CAPACITY FUNDING PROGRAM

4.1 Role of AECOM. The Project Team and the Community confirm and agree that AECOM's only responsibility under this Agreement is to facilitate the payment of the Capacity Funding in accordance with Article I (Payment of Capacity Funding). The Project Team and Community acknowledge and agree that AECOM shall have no other obligations or requirements of any kind or nature whatsoever with respect to this Agreement. AECOM and the Project Team have no responsibility for, or control of, the Community or its personnel and AECOM and the Project Team will have no liability for any acts or omissions of the Community or its personnel. The Project Team and the Community agree and acknowledge that AECOM makes no representations, and shall have no responsibility, as to the completeness or sufficiency of the Community Capacity Funding Program or the Capacity Funding for any purpose, including the Funding Purpose. AECOM does not have responsibility regarding the treatment of Community's consultation or feedback by any authority having jurisdiction in relation to the Project.

4.2 Independence of Community. The Parties acknowledge and agree that the Community is not a consultant, subconsultant, contractor, subcontractor, employee, or advisor of AECOM or the Project Team. For greater certainty, this Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, vendor-client relationship or partnership between the Parties. It is understood and agreed that the Community's participation in the Community Capacity Funding Program does not represent the Community's position in relation to the Draft EA/IS in any way whatsoever and this Agreement shall not be interpreted or construed to represent a position by the Community in relation to the Draft EA/IS for any purpose.

ARTICLE V: GENERAL

5.1 Governing Law. This Agreement shall be governed by the laws of the Province of Ontario.

5.2 Entire Agreement. This Agreement (a) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and (b) supersedes all prior agreements, understandings, negotiations and discussions by or between the Parties pertaining to the subject matter of this Agreement. There are no warranties, representations or other agreements, whether oral or written, express or implied, collateral or otherwise, by or between the Parties pertaining to the subject matter of this Agreement except as set forth in this Agreement.

5.3 Assignment. No Party may assign this Agreement without the prior consent in writing of the other Parties.

5.4 Modification and Waiver. This Agreement may not be modified, amended or supplemented except by written agreement of the Parties. No act or omission by a Party, other than a written waiver, shall constitute a waiver of any provision of this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any such waiver constitute a continuing waiver, unless otherwise specifically agreed in writing by the Parties.

5.5 Notice. All written notices required to be given in this Agreement must be in writing and must be delivered to each Party's representative at each Party's address first listed above. Notice may be given by (a) hand delivery; (b) email; or (c) registered mail. Notice by hand delivery or registered mail shall be effective on the day of delivery. Notice by email shall only be effective on the day of written responding confirmation of receipt (which, for certainty, does not include any automated replies from a recipient's email account.) Each Party's representative and address may be changed upon the delivery of written notice to the Parties.

5.6 Successors and Assigns. This Agreement shall be binding upon the Parties and shall continue in full force and effect in the event any Party is permitted to assign this Agreement or if there is any change in ownership, control or management of any Party.

5.7 Dispute Resolution. Upon the delivery of a written notice of a dispute arising out of or in connection with this Agreement by any Party, the Parties shall attempt to resolve such dispute, by structured negotiation, on a without prejudice basis, with the assistance of a mediator appointed by the Parties. If a dispute cannot be settled within a period of 30 days after such notice of dispute, or such longer period as may be agreed to by the Parties, the Parties shall be free to pursue any other procedures or remedies available to them, including arbitration or litigation, in an effort to finally resolve the dispute.

5.8 Interpretation. The recitals first listed above form an integral and essential part of this Agreement. Capitalized terms shall be given the meaning as first set out in this Agreement.

5.9 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision but this Agreement will be construed as if such invalid provision were omitted.

5.10 Counterparts, Signatures and Retention. This Agreement may be executed in one or more counterparts, each of which is an original, and which, taken together, shall constitute one and the same agreement. The signing of a facsimile copy or portable document format (PDF) copy of this Agreement and any amendments thereto shall have the same effect as the signing of an original. The retention of an electronic version of this Agreement is permitted and the subsequent production of an electronic version of this document shall be treated as if it was the production of an original signed copy.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

[NAME OF COMMUNITY]

Per: _____
I/We have authority to bind the [name of
community].

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the [name of
community] .

Name: _____
Title: _____
Date: _____

Marten Falls First Nation as represented by 2617482 Ontario Inc.

Per: _____
I/We have authority to bind 2617482 Ontario
Inc. and the MFFN Project Team.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the MFFN Project
Team.

Name: _____
Title: _____
Date: _____

AECOM Canada Ltd.

Per: _____
I/We have authority to bind AECOM Canada Ltd.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the AECOM Canada
Ltd.

Name: _____
Title: _____
Date: _____

From: Anderson, Victoria

Sent: Thursday, February 20, 2025 4:07 PM

To: [REDACTED]

Cc: Joey Hunter [REDACTED]; Jeff Hunter [REDACTED]; Adena Vanderjagt [REDACTED]; Germaine Conacher [REDACTED]; Jim Butterworth [REDACTED]; Hannah McIntyre [REDACTED]

[REDACTED]; Leah Hunter [REDACTED]; Paul Koostachin [REDACTED]

Subject: MFFN Community Access Road - What's New

Hi Clinton,

I hope that you're doing well! I have a few updates for the Marten Falls First Nation Community Access Road:

- **Your meeting is booked!**
 - We've booked Weenusk First Nation for a meeting from 1 – 2p.m. on February 25 at the Three Road Projects Gathering & Expo in Timmins. When the participants from Weenusk First Nation arrive at the registration desk to check in, they will receive further information about which breakout room the meeting will be in. I unfortunately won't be able to attend after all, but I know the folks on our team are looking forward to meeting!

- **Draft Environmental Assessment / Impact Statement (EA / IS) available for Indigenous Community review**
 - **MFFN CAR Draft EA / IS Email**
 - As you may already be aware, the Draft EA / IS is now available for Indigenous community review. All information pertaining to the Draft EA / IS will come from a separate email account [REDACTED]. **Please ensure you send your questions and comments on the Draft EA / IS to this email address.**

 - **Community Capacity Funding Program**
 - In November 2024, we introduced the one-time lumpsum capacity funding payment of [REDACTED] to support your review and comment on the Draft EA / IS.
 - The deadline (**February 28**) for expressing interest is approaching fast.
 - I've attached another copy of the agreement – I know you had mentioned having issues with filling it in before though. I want to make sure that I can help with this, so that we can get the funding to you. Can you remind me what the issue is with the document? Are you able to open the document? I've attached another copy to this email.

 - **Milestone #3 Progress Report Feedback**
 - The deadline to provide feedback on the Milestone #3 Progress Report was February 14, 2025. Feedback was requested by this date in order to make updates to the Report before it is made available to the public on the project website. We will still accept feedback after this date. Any feedback received after February 14, 2025, will be incorporated into the Draft RoCE.

Later this year, a Draft RoCE will be produced, which will contain the Milestone #3 Report, as well as the other milestone reports, the Interim RoCE and engagement since August 2024. Indigenous communities will have an additional opportunity to provide feedback for the time period covered by the Milestone #3 Report during their review of Draft RoCE.

All the best,

Victoria Anderson BA, BSc

She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada

AECOM

Delivering a better world

[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Community Capacity Funding Agreement

THIS COMMUNITY CAPACITY FUNDING AGREEMENT (“Agreement”) made as of the _____ day of _____, 202____.

BETWEEN:

OF THE FIRST PART

[Enter Name of Community]

[Enter Mailing Address]

Attention: [Enter Primary Contact Name]

Email: [Enter Primary Contract Email Address]

(hereinafter, the “Community”),

- AND -

OF THE SECOND PART

Marten Falls First Nation as represented by 2617482 Ontario Inc.

[Enter Mailing Address]

Attention: Qasim Saddique, Project Director

Email: [REDACTED]

(hereinafter, the “Project Team”),

- AND -

OF THE THIRD PART

AECOM Canada Ltd.

[Enter Mailing Address]

Attention: [Enter Contact Name]

Email: [Enter Primary Contract Email Address]

(hereinafter, “AECOM”),

(Each a “Party” and collectively the “Parties” to this Agreement)

RECITALS:

WHEREAS Marten Falls First Nation (“MFFN”) is a remote First Nation community in northern Ontario located at the junction of the Albany and Ogoki rivers, approximately 430 km northeast of Thunder Bay;

AND WHEREAS MFFN is currently only accessible by air and a winter road. Given the unreliability of the winter road, MFFN is proposing an all-season community access road (the “Project”) to connect MFFN to Ontario’s provincial highway network (i.e., Highway 643) to the south via the existing Painter Lake Road;

AND WHEREAS MFFN is represented by the Project Team to assist MFFN with a Provincial Environmental Assessment and Federal Impact Assessment (the “Draft EA/IS”) to assess the potential Project effects and benefits;

AND WHEREAS the Project Team would like to engage the Community for participation in a “Community Capacity

Funding Program” as set out in this Agreement so as to facilitate the review of the Draft EA/IS by the Community and the gathering of feedback where provided by the Community.

AND WHEREAS, through this Agreement, the Community has agreed to participate in the Community Capacity Funding Program.

AND WHEREAS the Parties agree that it is the Community’s responsibility to identify the use and allocation of the funds in connection with this Agreement for the purposes of reviewing the Draft EA/IS and, further, to have an opportunity to provide feedback at its discretion to AECOM and the Project Team (“**Funding Purpose**”).

AND WHEREAS, specific to this Agreement, the Project Team has retained AECOM for the sole purpose of making payment of the Capacity Funding (as defined below) to the Community at the direction of the Project Team as set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, for the good and valuable consideration set out herein, the Parties hereby agree as follows:

ARTICLE I: PAYMENT OF CAPACITY FUNDING

1.1 Lump Sum Payment. The Project Team agrees to pay the Community a one-time, lump sum payment of [REDACTED] (“**Capacity Funding**”).

1.2 Schedule of Payment. Upon execution of this Agreement by all Parties, the Project Team hereby directs AECOM to pay the Community the Capacity Funding within 30 days of the execution of this Agreement by all Parties.

ARTICLE II: SCOPE OF CAPACITY FUNDING

2.1 Scope of Capacity Funding. The Capacity Funding is intended to support the Community's ability to engage on the Project in accordance with the Funding Purpose. The Capacity Funding may be used to facilitate the Funding Purpose by financially supporting the Community's review of the Draft EA/IS, including costs related to: (a) securing meeting space, (b) rental or purchase of office and/or accessibility equipment; (c) office materials and incidentals; (d) compensating community members for their time to review and the provision of feedback; or (e) hiring of a community coordinator to facilitate the Community's review and organize the submission of feedback.

2.2 Confirmation of Draft EA/IS Review and Provision of Feedback. The Community agrees that it shall review the Draft EA/IS and provide written confirmation of its completed review to AECOM and the Project Team. This written confirmation shall be provided by no later than 120 days following the Community’s receipt of the Draft EA/IS (“**Review Date**”). Additionally, the Community may provide feedback it obtains through the review process to AECOM and the Project Team at its sole discretion before the Review Date.

2.3 Voluntary Participation. The Community agrees that it is participating in the Community Capacity Funding Program voluntarily, without pressure, duress or inducement. As the Community Capacity Funding Program is being used to facilitate engagement with several First Nations across northern Ontario, it is acknowledged and agreed that the Capacity Funding is intended to support Community consultation and that neither the Project Team nor AECOM make any representations or warranties, express or implied, in relation to the sufficiency of the Capacity Funding to fully facilitate the Community’s engagement on Project, including the Funding Purpose as set out herein.

ARTICLE III: USE OF INFORMATION

3.1 Use of Information. The Project Team and AECOM may use the information gathered through the Community Capacity Funding Program and this Agreement for the purposes of incorporating the Community review

and feedback into finalizing the Provincial Environmental Assessment and Federal Impact Assessment of the Project. Further, AECOM and the Project Team may use the information to report on the Community Capacity Funding Program to the MFFN or any authority having jurisdiction, including on issues pertaining to specific Community consultation or First Nation consultation generally, in respect of the Project or any other reasonable use or purpose, including to comply with any legal obligations.

3.2 No Expectation of Confidentiality. There is no expectation of confidentiality associated with the Community Capacity Funding Program, including in relation to this Agreement, receipt of written confirmation of the Community's review and feedback, and the Capacity Funding.

ARTICLE IV: RELATIONSHIPS AMONGST PARTIES WITHIN COMMUNITY CAPACITY FUNDING PROGRAM

4.1 Role of AECOM. The Project Team and the Community confirm and agree that AECOM's only responsibility under this Agreement is to facilitate the payment of the Capacity Funding in accordance with Article I (Payment of Capacity Funding). The Project Team and Community acknowledge and agree that AECOM shall have no other obligations or requirements of any kind or nature whatsoever with respect to this Agreement. AECOM and the Project Team have no responsibility for, or control of, the Community or its personnel and AECOM and the Project Team will have no liability for any acts or omissions of the Community or its personnel. The Project Team and the Community agree and acknowledge that AECOM makes no representations, and shall have no responsibility, as to the completeness or sufficiency of the Community Capacity Funding Program or the Capacity Funding for any purpose, including the Funding Purpose. AECOM does not have responsibility regarding the treatment of Community's consultation or feedback by any authority having jurisdiction in relation to the Project.

4.2 Independence of Community. The Parties acknowledge and agree that the Community is not a consultant, subconsultant, contractor, subcontractor, employee, or advisor of AECOM or the Project Team. For greater certainty, this Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, vendor-client relationship or partnership between the Parties. It is understood and agreed that the Community's participation in the Community Capacity Funding Program does not represent the Community's position in relation to the Draft EA/IS in any way whatsoever and this Agreement shall not be interpreted or construed to represent a position by the Community in relation to the Draft EA/IS for any purpose.

ARTICLE V: GENERAL

5.1 Governing Law. This Agreement shall be governed by the laws of the Province of Ontario.

5.2 Entire Agreement. This Agreement (a) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and (b) supersedes all prior agreements, understandings, negotiations and discussions by or between the Parties pertaining to the subject matter of this Agreement. There are no warranties, representations or other agreements, whether oral or written, express or implied, collateral or otherwise, by or between the Parties pertaining to the subject matter of this Agreement except as set forth in this Agreement.

5.3 Assignment. No Party may assign this Agreement without the prior consent in writing of the other Parties.

5.4 Modification and Waiver. This Agreement may not be modified, amended or supplemented except by written agreement of the Parties. No act or omission by a Party, other than a written waiver, shall constitute a waiver of any provision of this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any such waiver constitute a continuing waiver, unless otherwise specifically agreed in writing by the Parties.

5.5 Notice. All written notices required to be given in this Agreement must be in writing and must be delivered to each Party's representative at each Party's address first listed above. Notice may be given by (a) hand delivery; (b) email; or (c) registered mail. Notice by hand delivery or registered mail shall be effective on the day of delivery. Notice by email shall only be effective on the day of written responding confirmation of receipt (which, for certainty, does not include any automated replies from a recipient's email account.) Each Party's representative and address may be changed upon the delivery of written notice to the Parties.

5.6 Successors and Assigns. This Agreement shall be binding upon the Parties and shall continue in full force and effect in the event any Party is permitted to assign this Agreement or if there is any change in ownership, control or management of any Party.

5.7 Dispute Resolution. Upon the delivery of a written notice of a dispute arising out of or in connection with this Agreement by any Party, the Parties shall attempt to resolve such dispute, by structured negotiation, on a without prejudice basis, with the assistance of a mediator appointed by the Parties. If a dispute cannot be settled within a period of 30 days after such notice of dispute, or such longer period as may be agreed to by the Parties, the Parties shall be free to pursue any other procedures or remedies available to them, including arbitration or litigation, in an effort to finally resolve the dispute.

5.8 Interpretation. The recitals first listed above form an integral and essential part of this Agreement. Capitalized terms shall be given the meaning as first set out in this Agreement.

5.9 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision but this Agreement will be construed as if such invalid provision were omitted.

5.10 Counterparts, Signatures and Retention. This Agreement may be executed in one or more counterparts, each of which is an original, and which, taken together, shall constitute one and the same agreement. The signing of a facsimile copy or portable document format (PDF) copy of this Agreement and any amendments thereto shall have the same effect as the signing of an original. The retention of an electronic version of this Agreement is permitted and the subsequent production of an electronic version of this document shall be treated as if it was the production of an original signed copy.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

[NAME OF COMMUNITY]

Per: _____
I/We have authority to bind the [name of
community].

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the [name of
community] .

Name: _____
Title: _____
Date: _____

Marten Falls First Nation as represented by 2617482 Ontario Inc.

Per: _____
I/We have authority to bind 2617482 Ontario
Inc. and the MFFN Project Team.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the MFFN Project
Team.

Name: _____
Title: _____
Date: _____

AECOM Canada Ltd.

Per: _____
I/We have authority to bind AECOM Canada Ltd.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the AECOM Canada
Ltd.

Name: _____
Title: _____
Date: _____

From: Anderson, Victoria
Sent: Monday, February 24, 2025 3:21 PM
To: Clinton Patrick [REDACTED]
Subject: RE: MFFN Community Access Road - What's New

Hi Clinton,

Thanks for the update! I'll let our team know that Paul Koostachin will be attending.

Best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]
[REDACTED]
[REDACTED]

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

From: Anderson, Victoria
Sent: Wednesday, February 26, 2025 10:26 AM
To: Adena Vanderjagt [redacted]
Cc: Joey Hunter [redacted]; Germaine Conacher [redacted]; Jim Butterworth [redacted]; Hannah McIntyre [redacted]; Leah Hunter [redacted]; Paul Koostachin [redacted]
Subject: RE: MFFN Community Access Road - What's New

Hi Adena,

I've attached the document here – just let me know if you have any comments or questions.

In addition to the signed Capacity Funding Agreement, we will also need the following information to distribute the funds:

- a. First Nation Contact Information:
 - i. First Name:
 - ii. Last Name:
 - iii. Email Address:
 - iv. Phone Number:
- b. Void Cheque or Banking Letter for the account where the EFT will be sent

Thanks so much,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada

[redacted]

AECOM

[redacted]
[redacted]
[redacted]

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Community Capacity Funding Agreement

THIS COMMUNITY CAPACITY FUNDING AGREEMENT (“Agreement”) made as of the _____ day of _____, 202____.

BETWEEN:

OF THE FIRST PART

[Enter Name of Community]

[Enter Mailing Address]

Attention: [Enter Primary Contact Name]

Email: [Enter Primary Contract Email Address]

(hereinafter, the “Community”),

- AND -

OF THE SECOND PART

Marten Falls First Nation as represented by 2617482 Ontario Inc.

[Enter Mailing Address]

Attention: Qasim Saddique, Project Director

Email: [REDACTED]

(hereinafter, the “Project Team”),

- AND -

OF THE THIRD PART

AECOM Canada Ltd.

[Enter Mailing Address]

Attention: [Enter Contact Name]

Email: [Enter Primary Contract Email Address]

(hereinafter, “AECOM”),

(Each a “Party” and collectively the “Parties” to this Agreement)

RECITALS:

WHEREAS Marten Falls First Nation (“MFFN”) is a remote First Nation community in northern Ontario located at the junction of the Albany and Ogoki rivers, approximately 430 km northeast of Thunder Bay;

AND WHEREAS MFFN is currently only accessible by air and a winter road. Given the unreliability of the winter road, MFFN is proposing an all-season community access road (the “Project”) to connect MFFN to Ontario’s provincial highway network (i.e., Highway 643) to the south via the existing Painter Lake Road;

AND WHEREAS MFFN is represented by the Project Team to assist MFFN with a Provincial Environmental Assessment and Federal Impact Assessment (the “Draft EA/IS”) to assess the potential Project effects and benefits;

AND WHEREAS the Project Team would like to engage the Community for participation in a “Community Capacity

Funding Program” as set out in this Agreement so as to facilitate the review of the Draft EA/IS by the Community and the gathering of feedback where provided by the Community.

AND WHEREAS, through this Agreement, the Community has agreed to participate in the Community Capacity Funding Program.

AND WHEREAS the Parties agree that it is the Community’s responsibility to identify the use and allocation of the funds in connection with this Agreement for the purposes of reviewing the Draft EA/IS and, further, to have an opportunity to provide feedback at its discretion to AECOM and the Project Team (“**Funding Purpose**”).

AND WHEREAS, specific to this Agreement, the Project Team has retained AECOM for the sole purpose of making payment of the Capacity Funding (as defined below) to the Community at the direction of the Project Team as set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, for the good and valuable consideration set out herein, the Parties hereby agree as follows:

ARTICLE I: PAYMENT OF CAPACITY FUNDING

1.1 Lump Sum Payment. The Project Team agrees to pay the Community a one-time, lump sum payment of \$ [REDACTED] (“**Capacity Funding**”).

1.2 Schedule of Payment. Upon execution of this Agreement by all Parties, the Project Team hereby directs AECOM to pay the Community the Capacity Funding within 30 days of the execution of this Agreement by all Parties.

ARTICLE II: SCOPE OF CAPACITY FUNDING

2.1 Scope of Capacity Funding. The Capacity Funding is intended to support the Community's ability to engage on the Project in accordance with the Funding Purpose. The Capacity Funding may be used to facilitate the Funding Purpose by financially supporting the Community's review of the Draft EA/IS, including costs related to: (a) securing meeting space, (b) rental or purchase of office and/or accessibility equipment; (c) office materials and incidentals; (d) compensating community members for their time to review and the provision of feedback; or (e) hiring of a community coordinator to facilitate the Community's review and organize the submission of feedback.

2.2 Confirmation of Draft EA/IS Review and Provision of Feedback. The Community agrees that it shall review the Draft EA/IS and provide written confirmation of its completed review to AECOM and the Project Team. This written confirmation shall be provided by no later than 120 days following the Community’s receipt of the Draft EA/IS (“**Review Date**”). Additionally, the Community may provide feedback it obtains through the review process to AECOM and the Project Team at its sole discretion before the Review Date.

2.3 Voluntary Participation. The Community agrees that it is participating in the Community Capacity Funding Program voluntarily, without pressure, duress or inducement. As the Community Capacity Funding Program is being used to facilitate engagement with several First Nations across northern Ontario, it is acknowledged and agreed that the Capacity Funding is intended to support Community consultation and that neither the Project Team nor AECOM make any representations or warranties, express or implied, in relation to the sufficiency of the Capacity Funding to fully facilitate the Community’s engagement on Project, including the Funding Purpose as set out herein.

ARTICLE III: USE OF INFORMATION

3.1 Use of Information. The Project Team and AECOM may use the information gathered through the Community Capacity Funding Program and this Agreement for the purposes of incorporating the Community review

and feedback into finalizing the Provincial Environmental Assessment and Federal Impact Assessment of the Project. Further, AECOM and the Project Team may use the information to report on the Community Capacity Funding Program to the MFFN or any authority having jurisdiction, including on issues pertaining to specific Community consultation or First Nation consultation generally, in respect of the Project or any other reasonable use or purpose, including to comply with any legal obligations.

3.2 No Expectation of Confidentiality. There is no expectation of confidentiality associated with the Community Capacity Funding Program, including in relation to this Agreement, receipt of written confirmation of the Community's review and feedback, and the Capacity Funding.

ARTICLE IV: RELATIONSHIPS AMONGST PARTIES WITHIN COMMUNITY CAPACITY FUNDING PROGRAM

4.1 Role of AECOM. The Project Team and the Community confirm and agree that AECOM's only responsibility under this Agreement is to facilitate the payment of the Capacity Funding in accordance with Article I (Payment of Capacity Funding). The Project Team and Community acknowledge and agree that AECOM shall have no other obligations or requirements of any kind or nature whatsoever with respect to this Agreement. AECOM and the Project Team have no responsibility for, or control of, the Community or its personnel and AECOM and the Project Team will have no liability for any acts or omissions of the Community or its personnel. The Project Team and the Community agree and acknowledge that AECOM makes no representations, and shall have no responsibility, as to the completeness or sufficiency of the Community Capacity Funding Program or the Capacity Funding for any purpose, including the Funding Purpose. AECOM does not have responsibility regarding the treatment of Community's consultation or feedback by any authority having jurisdiction in relation to the Project.

4.2 Independence of Community. The Parties acknowledge and agree that the Community is not a consultant, subconsultant, contractor, subcontractor, employee, or advisor of AECOM or the Project Team. For greater certainty, this Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, vendor-client relationship or partnership between the Parties. It is understood and agreed that the Community's participation in the Community Capacity Funding Program does not represent the Community's position in relation to the Draft EA/IS in any way whatsoever and this Agreement shall not be interpreted or construed to represent a position by the Community in relation to the Draft EA/IS for any purpose.

ARTICLE V: GENERAL

5.1 Governing Law. This Agreement shall be governed by the laws of the Province of Ontario.

5.2 Entire Agreement. This Agreement (a) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and (b) supersedes all prior agreements, understandings, negotiations and discussions by or between the Parties pertaining to the subject matter of this Agreement. There are no warranties, representations or other agreements, whether oral or written, express or implied, collateral or otherwise, by or between the Parties pertaining to the subject matter of this Agreement except as set forth in this Agreement.

5.3 Assignment. No Party may assign this Agreement without the prior consent in writing of the other Parties.

5.4 Modification and Waiver. This Agreement may not be modified, amended or supplemented except by written agreement of the Parties. No act or omission by a Party, other than a written waiver, shall constitute a waiver of any provision of this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any such waiver constitute a continuing waiver, unless otherwise specifically agreed in writing by the Parties.

5.5 Notice. All written notices required to be given in this Agreement must be in writing and must be delivered to each Party's representative at each Party's address first listed above. Notice may be given by (a) hand delivery; (b) email; or (c) registered mail. Notice by hand delivery or registered mail shall be effective on the day of delivery. Notice by email shall only be effective on the day of written responding confirmation of receipt (which, for certainty, does not include any automated replies from a recipient's email account.) Each Party's representative and address may be changed upon the delivery of written notice to the Parties.

5.6 Successors and Assigns. This Agreement shall be binding upon the Parties and shall continue in full force and effect in the event any Party is permitted to assign this Agreement or if there is any change in ownership, control or management of any Party.

5.7 Dispute Resolution. Upon the delivery of a written notice of a dispute arising out of or in connection with this Agreement by any Party, the Parties shall attempt to resolve such dispute, by structured negotiation, on a without prejudice basis, with the assistance of a mediator appointed by the Parties. If a dispute cannot be settled within a period of 30 days after such notice of dispute, or such longer period as may be agreed to by the Parties, the Parties shall be free to pursue any other procedures or remedies available to them, including arbitration or litigation, in an effort to finally resolve the dispute.

5.8 Interpretation. The recitals first listed above form an integral and essential part of this Agreement. Capitalized terms shall be given the meaning as first set out in this Agreement.

5.9 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision but this Agreement will be construed as if such invalid provision were omitted.

5.10 Counterparts, Signatures and Retention. This Agreement may be executed in one or more counterparts, each of which is an original, and which, taken together, shall constitute one and the same agreement. The signing of a facsimile copy or portable document format (PDF) copy of this Agreement and any amendments thereto shall have the same effect as the signing of an original. The retention of an electronic version of this Agreement is permitted and the subsequent production of an electronic version of this document shall be treated as if it was the production of an original signed copy.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

[NAME OF COMMUNITY]

Per: _____
I/We have authority to bind the [name of
community].

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the [name of
community] .

Name: _____
Title: _____
Date: _____

Marten Falls First Nation as represented by 2617482 Ontario Inc.

Per: _____
I/We have authority to bind 2617482 Ontario
Inc. and the MFFN Project Team.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the MFFN Project
Team.

Name: _____
Title: _____
Date: _____

AECOM Canada Ltd.

Per: _____
I/We have authority to bind AECOM Canada Ltd.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the AECOM Canada
Ltd.

Name: _____
Title: _____
Date: _____

From: Anderson, Victoria
Sent: Wednesday, March 19, 2025 2:08 PM
To: Adena Vanderjagt [redacted]
Cc: Joey Hunter [redacted]; Germaine Conacher [redacted]; Jim Butterworth [redacted]; Hannah McIntyre [redacted]; Leah Hunter [redacted]; Paul Koostachin [redacted]
Subject: RE: MFFN Community Access Road - What's New

Hello Adena and Clinton,

I hope you're both enjoying your week.

I'm writing to follow up on the Capacity Funding Agreement (attached). I wanted to check if you had the opportunity to go through it, and if there are any comments or feedback you might have.

Please let me know if you need any additional info, or if there is anything else I can help with.

As a reminder, we'll also need the following information to process the payment:

- a. First Nation Contact Information:
 - i. First Name:
 - ii. Last Name:
 - iii. Email Address:
 - iv. Phone Number:
- b. Void Cheque or Banking Letter for the account where the EFT will be sent

All the best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada

[redacted]

AECOM

[redacted]

[redacted]

[redacted]

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Community Capacity Funding Agreement

THIS COMMUNITY CAPACITY FUNDING AGREEMENT ("Agreement") made as of the _____ day of _____, 202____.

BETWEEN:

OF THE FIRST PART

[Enter Name of Community]

[Enter Mailing Address]

Attention: [Enter Primary Contact Name]

Email: [Enter Primary Contract Email Address]

(hereinafter, the "Community"),

- AND -

OF THE SECOND PART

Marten Falls First Nation as represented by 2617482 Ontario Inc.

[Enter Mailing Address]

Attention: Qasim Saddique, Project Director

Email: [REDACTED]

(hereinafter, the "Project Team"),

- AND -

OF THE THIRD PART

AECOM Canada Ltd.

[Enter Mailing Address]

Attention: [Enter Contact Name]

Email: [Enter Primary Contract Email Address]

(hereinafter, "AECOM"),

(Each a "Party" and collectively the "Parties" to this Agreement)

RECITALS:

WHEREAS Marten Falls First Nation ("MFFN") is a remote First Nation community in northern Ontario located at the junction of the Albany and Ogoki rivers, approximately 430 km northeast of Thunder Bay;

AND WHEREAS MFFN is currently only accessible by air and a winter road. Given the unreliability of the winter road, MFFN is proposing an all-season community access road (the "Project") to connect MFFN to Ontario's provincial highway network (i.e., Highway 643) to the south via the existing Painter Lake Road;

AND WHEREAS MFFN is represented by the Project Team to assist MFFN with a Provincial Environmental Assessment and Federal Impact Assessment (the "Draft EA/IS") to assess the potential Project effects and benefits;

AND WHEREAS the Project Team would like to engage the Community for participation in a "Community Capacity

Funding Program” as set out in this Agreement so as to facilitate the review of the Draft EA/IS by the Community and the gathering of feedback where provided by the Community.

AND WHEREAS, through this Agreement, the Community has agreed to participate in the Community Capacity Funding Program.

AND WHEREAS the Parties agree that it is the Community's responsibility to identify the use and allocation of the funds in connection with this Agreement for the purposes of reviewing the Draft EA/IS and, further, to have an opportunity to provide feedback at its discretion to AECOM and the Project Team (“Funding Purpose”).

AND WHEREAS, specific to this Agreement, the Project Team has retained AECOM for the sole purpose of making payment of the Capacity Funding (as defined below) to the Community at the direction of the Project Team as set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, for the good and valuable consideration set out herein, the Parties hereby agree as follows:

ARTICLE I: PAYMENT OF CAPACITY FUNDING

1.1 Lump Sum Payment. The Project Team agrees to pay the Community a one-time, lump sum payment of \$ [REDACTED] (“Capacity Funding”).

1.2 Schedule of Payment. Upon execution of this Agreement by all Parties, the Project Team hereby directs AECOM to pay the Community the Capacity Funding within 30 days of the execution of this Agreement by all Parties.

ARTICLE II: SCOPE OF CAPACITY FUNDING

2.1 Scope of Capacity Funding. The Capacity Funding is intended to support the Community's ability to engage on the Project in accordance with the Funding Purpose. The Capacity Funding may be used to facilitate the Funding Purpose by financially supporting the Community's review of the Draft EA/IS, including costs related to: (a) securing meeting space, (b) rental or purchase of office and/or accessibility equipment; (c) office materials and incidentals; (d) compensating community members for their time to review and the provision of feedback; or (e) hiring of a community coordinator to facilitate the Community's review and organize the submission of feedback.

2.2 Confirmation of Draft EA/IS Review and Provision of Feedback. The Community agrees that it shall review the Draft EA/IS and provide written confirmation of its completed review to AECOM and the Project Team. This written confirmation shall be provided by no later than 120 days following the Community's receipt of the Draft EA/IS (“Review Date”). Additionally, the Community may provide feedback it obtains through the review process to AECOM and the Project Team at its sole discretion before the Review Date.

2.3 Voluntary Participation. The Community agrees that it is participating in the Community Capacity Funding Program voluntarily, without pressure, duress or inducement. As the Community Capacity Funding Program is being used to facilitate engagement with several First Nations across northern Ontario, it is acknowledged and agreed that the Capacity Funding is intended to support Community consultation and that neither the Project Team nor AECOM make any representations or warranties, express or implied, in relation to the sufficiency of the Capacity Funding to fully facilitate the Community's engagement on Project, including the Funding Purpose as set out herein.

ARTICLE III: USE OF INFORMATION

3.1 Use of Information. The Project Team and AECOM may use the information gathered through the Community Capacity Funding Program and this Agreement for the purposes of incorporating the Community review

and feedback into finalizing the Provincial Environmental Assessment and Federal Impact Assessment of the Project. Further, AECOM and the Project Team may use the information to report on the Community Capacity Funding Program to the MFFN or any authority having jurisdiction, including on issues pertaining to specific Community consultation or First Nation consultation generally, in respect of the Project or any other reasonable use or purpose, including to comply with any legal obligations.

3.2 No Expectation of Confidentiality. There is no expectation of confidentiality associated with the Community Capacity Funding Program, including in relation to this Agreement, receipt of written confirmation of the Community's review and feedback, and the Capacity Funding.

ARTICLE IV: RELATIONSHIPS AMONGST PARTIES WITHIN COMMUNITY CAPACITY FUNDING PROGRAM

4.1 Role of AECOM. The Project Team and the Community confirm and agree that AECOM's only responsibility under this Agreement is to facilitate the payment of the Capacity Funding in accordance with Article I (Payment of Capacity Funding). The Project Team and Community acknowledge and agree that AECOM shall have no other obligations or requirements of any kind or nature whatsoever with respect to this Agreement. AECOM and the Project Team have no responsibility for, or control of, the Community or its personnel and AECOM and the Project Team will have no liability for any acts or omissions of the Community or its personnel. The Project Team and the Community agree and acknowledge that AECOM makes no representations, and shall have no responsibility, as to the completeness or sufficiency of the Community Capacity Funding Program or the Capacity Funding for any purpose, including the Funding Purpose. AECOM does not have responsibility regarding the treatment of Community's consultation or feedback by any authority having jurisdiction in relation to the Project.

4.2 Independence of Community. The Parties acknowledge and agree that the Community is not a consultant, subconsultant, contractor, subcontractor, employee, or advisor of AECOM or the Project Team. For greater certainty, this Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, vendor-client relationship or partnership between the Parties. It is understood and agreed that the Community's participation in the Community Capacity Funding Program does not represent the Community's position in relation to the Draft EA/IS in any way whatsoever and this Agreement shall not be interpreted or construed to represent a position by the Community in relation to the Draft EA/IS for any purpose.

ARTICLE V: GENERAL

5.1 Governing Law. This Agreement shall be governed by the laws of the Province of Ontario.

5.2 Entire Agreement. This Agreement (a) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and (b) supersedes all prior agreements, understandings, negotiations and discussions by or between the Parties pertaining to the subject matter of this Agreement. There are no warranties, representations or other agreements, whether oral or written, express or implied, collateral or otherwise, by or between the Parties pertaining to the subject matter of this Agreement except as set forth in this Agreement.

5.3 Assignment. No Party may assign this Agreement without the prior consent in writing of the other Parties.

5.4 Modification and Waiver. This Agreement may not be modified, amended or supplemented except by written agreement of the Parties. No act or omission by a Party, other than a written waiver, shall constitute a waiver of any provision of this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any such waiver constitute a continuing waiver, unless otherwise specifically agreed in writing by the Parties.

5.5 Notice. All written notices required to be given in this Agreement must be in writing and must be delivered to each Party's representative at each Party's address first listed above. Notice may be given by (a) hand delivery; (b) email; or (c) registered mail. Notice by hand delivery or registered mail shall be effective on the day of delivery. Notice by email shall only be effective on the day of written responding confirmation of receipt (which, for certainty, does not include any automated replies from a recipient's email account.) Each Party's representative and address may be changed upon the delivery of written notice to the Parties.

5.6 Successors and Assigns. This Agreement shall be binding upon the Parties and shall continue in full force and effect in the event any Party is permitted to assign this Agreement or if there is any change in ownership, control or management of any Party.

5.7 Dispute Resolution. Upon the delivery of a written notice of a dispute arising out of or in connection with this Agreement by any Party, the Parties shall attempt to resolve such dispute, by structured negotiation, on a without prejudice basis, with the assistance of a mediator appointed by the Parties. If a dispute cannot be settled within a period of 30 days after such notice of dispute, or such longer period as may be agreed to by the Parties, the Parties shall be free to pursue any other procedures or remedies available to them, including arbitration or litigation, in an effort to finally resolve the dispute.

5.8 Interpretation. The recitals first listed above form an integral and essential part of this Agreement. Capitalized terms shall be given the meaning as first set out in this Agreement.

5.9 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision but this Agreement will be construed as if such invalid provision were omitted.

5.10 Counterparts, Signatures and Retention. This Agreement may be executed in one or more counterparts, each of which is an original, and which, taken together, shall constitute one and the same agreement. The signing of a facsimile copy or portable document format (PDF) copy of this Agreement and any amendments thereto shall have the same effect as the signing of an original. The retention of an electronic version of this Agreement is permitted and the subsequent production of an electronic version of this document shall be treated as if it was the production of an original signed copy.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

[NAME OF COMMUNITY]

Per: _____
I/We have authority to bind the [name of
community].
Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the [name of
community] .
Name: _____
Title: _____
Date: _____

Marten Falls First Nation as represented by 2617482 Ontario Inc.

Per: _____
I/We have authority to bind 2617482 Ontario
Inc. and the MFFN Project Team.
Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the MFFN Project
Team.
Name: _____
Title: _____
Date: _____

AECOM Canada Ltd.

Per: _____
I/We have authority to bind AECOM Canada Ltd.
Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the AECOM Canada
Ltd.
Name: _____
Title: _____
Date: _____

Subject: RE: MFFN Community Access Road - What's New
Sent: 2025-03-19, 4:35:36 PM
From: Anderson, Victoria [REDACTED]
To: Clinton Patrick

Hi Clinton,

I just wanted to follow-up as we were expecting Paul at our meeting in Timmins last month, but it sounds like he wasn't able to make it.

I completely understand that things come up, so I wanted to check in and see if you'd like to reschedule or make alternate arrangements. Just let me know what works best for you!

Looking forward to hearing your thoughts.

Best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]
[REDACTED]

aecom.com

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Subject: MFFN Community Access Road - What's New in March
Sent: 2025/03/28, 22:39:35
From: Anderson, Victoria [REDACTED]
To: [REDACTED]
Cc: Joey Hunter; [REDACTED] Germaine Conacher; Jim Butterworth; Hannah McIntyre; Leah Hunter; Paul Koostachin; Adena Vanderjagt

Hello Clinton,

I have the following updates on the Marten Falls First Nation Community Access Road Project for the month of March:

- **Draft Environmental Assessment / Impact Statement (EA / IS) available for Indigenous Community review**
 - **MFFN CAR Draft EA / IS Email**
 - The Draft EA / IS is now available for review by Indigenous Communities. All information pertaining to the Draft EA / IS will come from a separate email account [REDACTED]. **Please ensure you send your questions and comments on the Draft EA / IS to this email address.**
 - **Book a meeting!**
 - We are here to assist you in the review process of the Draft EA / IS. Please reach out if you would like to book an in-person or virtual meeting to discuss the Draft EA / IS. We understand the size of the document (~20,000 pages) can be overwhelming and are here to support you with review.
- **Upcoming Webinars**
 - In April and May, we will host webinars on identified project effects and proposed mitigation measures for Land, Water and People. Keep an eye out for a registration email from [REDACTED]

All the best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada

[REDACTED]
AECOM
[REDACTED]

aecom.com

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

From: Anderson, Victoria

Sent: Friday, March 28, 2025 2:34 PM

To: Clinton Patrick <[REDACTED]>

Subject: RE: MFFN Community Access Road - What's New

Hi Clinton,

That'd be great, thanks! In case you need my number again, it's [REDACTED]

I'm also about to send out the bigger monthly project update, so stay tuned for that.

Best,

Victoria Anderson BA, BSc

She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada

[REDACTED]

AECOM

[REDACTED]

aecom.com

Delivering a better world

[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Subject: RE: MFFN Community Access Road - What's New

Sent: 2025/04/28, 22:45:37

From: Anderson, Victoria [REDACTED]

To: Clinton Patrick

Hi Clinton,

I hope the spring harvest and your work on the winter road have been good to you!

I apologize for the phone tag over the past couple weeks. I left a couple messages, but I know you had mentioned how busy spring is in the community. I'll be out of office from April 29-May 5, but I'll continue monitoring my email inbox and am still happy to hop on a call if you have a free moment in that time range – always more than happy to chat. I'll try to call again in the next few days as well.

Thanks,

Victoria Anderson BA, BSc

She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]

[aecom.com](https://www.aecom.com)

Delivering a better world

[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Subject: MFFN Community Access Road - What's New in April
Sent: 2025/04/28, 22:54:57
From: Anderson, Victoria <[REDACTED]>
To: [REDACTED]
Cc: [REDACTED] Germaine Conacher; Jim Butterworth; Hannah McIntyre; Leah Hunter; Paul Koostachin; Adena Vanderjagt

Hello Clinton,

I have a few updates and refreshers on the Marten Falls Community Access Road Project for the month of April:

- **Draft Environmental Assessment / Impact Statement (EA / IS) Updates**
 - **Public Review Period Now Starting**
 - The Draft EA / IS is now available for public review. Comments and feedback can be provided via the Project website, email or by letter mail.
 - **Book a Meeting**
 - We are here to assist you in the review process of the Draft EA / IS. Please reach out if you would like to book an in-person or virtual meeting to discuss the Draft EA / IS. We understand the size of the document (~20,000 pages) can be overwhelming and are here to support you with review. I know we have been playing phone tag, so I'll try to catch up with you this week so that we can learn what your needs are and set up a time to meet.
 - **Community Well-Being Report**
 - On April 16, 2025, the Community Well-Being Report was released for review by Indigenous communities and groups.
 - We are halfway through the review process of the Draft EA / IS. Please keep in mind that the review process **concludes on June 23, 2025**.
- **Public Information Centre #6**
 - We will be hosting our Public Information Centre (PIC) #6 on Monday, May 26, 2025, and Thursday, May 29, 2025, in Thunder Bay and Geraldton, respectively. The first hour of each PIC is dedicated to Indigenous community members. For more information, visit [REDACTED] and keep an eye out for an email from info@martenfallsaccessroad.ca.
- **Upcoming Webinars**
 - Our Draft EA / IS webinar series will start in May. The first in this series is Community Well-Being, held on Tuesday, May 6, 2025, at 4:00 p.m. EST. Register now by following this link: https://us06web.zoom.us/webinar/register/WN_vpqexWmeRpalobu3qJkAsA
 - Keep an eye out for more information on the remaining webinars in the Draft Environmental Assessment / Impact Statement Series:
 - **Land: Ungulates** - Thursday, May 8
 - **Water: Fish and Fish Habitat** - Thursday, May 22
 - **People: Land and Resource Use** - Thursday, June 5

All the best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]
[REDACTED]

aecom.com

Delivering a better world

[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

From: Anderson, Victoria

Sent: Friday, May 9, 2025 2:53 PM

To: Adena Vanderjagt [REDACTED]

Cc: Joey Hunter [REDACTED]

Germaine Conacher [REDACTED]

Jim Butterworth

Hannah McIntyre [REDACTED]

Leah Hunter [REDACTED]

Paul Koostachin

Subject: RE: MFFN Community Access Road - What's New

Hi Adena,

Thanks for sharing this – I'll pass along to the appropriate folks on our team.

As a reminder, we'll also need the following information to process the payment:

- a. First Nation Contact Information:
 - i. First Name:
 - ii. Last Name:
 - iii. Email Address:
 - iv. Phone Number:
- b. Void Cheque or Banking Letter for the account where the EFT will be sent

Thanks,

Victoria Anderson BA, BSc

She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]
[REDACTED]

[aecom.com](https://www.aecom.com)

Delivering a better world

[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Subject: MFFN Community Access Road - What's New
Sent: 5/28/2025, 8:07:50 AM
From: Anderson, Victoria [REDACTED]
To: [REDACTED]
Cc: Joey Hunter; [REDACTED] Paul Koostachin; Leah Hunter; Adena Vanderjagt; Germaine Conacher; Jim Butterworth; Hannah McIntyre
Attachments: [REDACTED]

Hi Clinton,

I hope you're doing well.

Thanks for the call last week! I'm working with our team to put together some information for you regarding Bill 5, and how to request an extension for the Draft EA / IS review period.

- **Draft Environmental Assessment / Impact Statement (EA / IS) - Reminder for Final Review**
 - We are nearing the end of the review process of the Draft EA / IS. Please submit your comments and feedback via the Project website, [REDACTED] email or by letter mail **by June 23, 2025**.
- **Public Information Centre #6**
 - A reminder that while our Public Information Centre (PIC) #6 was hosted on Monday, May 26, 2025 in Thunder Bay, we have another PIC #6 in Geraldton tomorrow, Thursday, May 29, 2025. The first hour of each PIC is dedicated to Indigenous community members. For more information, visit <https://eais.martenfallsaccessroad.ca/get-involved/>.
- **Upcoming Webinars**
 - Our next webinar in the Draft EA / IS webinar series is **People: Land and Resource Use**, to be held on Thursday, June 5 2025, at 4:00 p.m. EST. Keep an eye out for the registration link, and for more information on the remaining webinars in the Draft Environmental Assessment / Impact Statement Series.

All the best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]

[aecom.com](https://www.aecom.com)

Delivering a better world

[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)



MARTEN FALLS FIRST NATION ALL-SEASON COMMUNITY ACCESS ROAD

PUBLIC INFORMATION CENTRE #6: DRAFT ENVIRONMENTAL ASSESSMENT / IMPACT STATEMENT

Join the Marten Falls First Nation Community Access Road Project Team to discuss updates on the Draft Environmental Assessment / Impact Statement Review.

Thunder Bay Monday, May 26, 2025

Location:

Superior Inn and Conference Centre
555 Arthur St. W, Thunder Bay, Ontario

Time:

5:00 p.m. - 8:00 p.m. Public Session.

*Light refreshments will be served.

Geraldton Thursday, May 29, 2025

Location:

Geraldton Community Centre
200 Wardrope Avenue, Geraldton, Ontario

Time:

4:00 p.m. - 7:00 p.m. Public Session

*Light refreshments will be served.

Learn about:

- What is the Draft Environmental Assessment / Impact Statement?;
- Understanding identified project effects and proposed impact management measures;
- Update on socio-economic studies and the Community Well-Being Report;
- Cumulative effects; and
- Next steps and future opportunities to get involved.

* The first hour is dedicated to Indigenous Community members only.

If you cannot make the in-person session, you can find the information posted on our website (www.martenfallsaccessroad.ca). Public Information Centres are wheelchair accessible; contact us if you require other accessibility accommodations.

Contact Information

Website: [Redacted]

Email: info@martenfallsaccessroad.ca

Phone: [Redacted]



Scan the QR to learn more, and for other ways to Get Involved.

From: Anderson, Victoria
Sent: Thursday, June 12, 2025 2:28 PM
To: Adena Vanderjagt [REDACTED]
Cc: Joey Hunter [REDACTED]; Germaine Conache [REDACTED]; Jim Butterworth [REDACTED]; Hannah McIntyre [REDACTED]; Leah Hunter [REDACTED]; Paul Koostachin [REDACTED]
Subject: RE: MFFN Community Access Road - What's New

Hi Adena and Clinton,

I've attached a copy of the executed Capacity Funding Agreement for the Marten Falls First Nation Community Access Road Project.

Please feel free to reach out if you have any questions.

All the best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]

aecom.com
Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Community Capacity Funding Agreement

THIS COMMUNITY CAPACITY FUNDING AGREEMENT (“Agreement”) made as of the ___08___ day of _____May_____, 2025___.

BETWEEN:

OF THE FIRST PART

Weenusk First Nation

Chief Joey Hunter

Email: _____

(hereinafter, the “Community”),

- AND -

OF THE SECOND PART

Marten Falls First Nation as represented by 2617482 Ontario Inc.

[Enter Mailing Address]

Attention: Qasim Saddique, Project Director

Email: _____

(hereinafter, the “Project Team”),

- AND -

OF THE THIRD PART

AECOM Canada Ltd. ULC (formerly known as AECOM Canada Ltd.)

[Enter Mailing Address]

Attention: [Enter Contact Name] James McCutcheon

Email: [Enter Primary Contract Email Address] _____

(hereinafter, “AECOM”),

(Each a “Party” and collectively the “Parties” to this Agreement)

RECITALS:

WHEREAS Marten Falls First Nation (“MFFN”) is a remote First Nation community in northern Ontario located at the junction of the Albany and Ogoki rivers, approximately 430 km northeast of Thunder Bay;

AND WHEREAS MFFN is currently only accessible by air and a winter road. Given the unreliability of the winter road, MFFN is proposing an all-season community access road (the “Project”) to connect MFFN to Ontario’s provincial highway network (i.e., Highway 643) to the south via the existing Painter Lake Road;

AND WHEREAS MFFN is represented by the Project Team to assist MFFN with a Provincial Environmental Assessment and Federal Impact Assessment (the “Draft EA/IS”) to assess the potential Project effects and benefits;

AND WHEREAS the Project Team would like to engage the Community for participation in a “Community Capacity

Funding Program” as set out in this Agreement so as to facilitate the review of the Draft EA/IS by the Community and the gathering of feedback where provided by the Community.

AND WHEREAS, through this Agreement, the Community has agreed to participate in the Community Capacity Funding Program.

AND WHEREAS the Parties agree that it is the Community’s responsibility to identify the use and allocation of the funds in connection with this Agreement for the purposes of reviewing the Draft EA/IS and, further, to have an opportunity to provide feedback at its discretion to AECOM and the Project Team (“**Funding Purpose**”).

AND WHEREAS, specific to this Agreement, the Project Team has retained AECOM for the sole purpose of making payment of the Capacity Funding (as defined below) to the Community at the direction of the Project Team as set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, for the good and valuable consideration set out herein, the Parties hereby agree as follows:

ARTICLE I: PAYMENT OF CAPACITY FUNDING

1.1 Lump Sum Payment. The Project Team agrees to pay the Community a one-time, lump sum payment of \$ [REDACTED] (“**Capacity Funding**”).

1.2 Schedule of Payment. Upon execution of this Agreement by all Parties, the Project Team hereby directs AECOM to pay the Community the Capacity Funding within 30 days of the execution of this Agreement by all Parties.

ARTICLE II: SCOPE OF CAPACITY FUNDING

2.1 Scope of Capacity Funding. The Capacity Funding is intended to support the Community's ability to engage on the Project in accordance with the Funding Purpose. The Capacity Funding may be used to facilitate the Funding Purpose by financially supporting the Community's review of the Draft EA/IS, including costs related to: (a) securing meeting space, (b) rental or purchase of office and/or accessibility equipment; (c) office materials and incidentals; (d) compensating community members for their time to review and the provision of feedback; or (e) hiring of a community coordinator to facilitate the Community's review and organize the submission of feedback.

2.2 Confirmation of Draft EA/IS Review and Provision of Feedback. The Community agrees that it shall review the Draft EA/IS and provide written confirmation of its completed review to AECOM and the Project Team. This written confirmation shall be provided by no later than 120 days following the Community’s receipt of the Draft EA/IS (“**Review Date**”). Additionally, the Community may provide feedback it obtains through the review process to AECOM and the Project Team at its sole discretion before the Review Date.

2.3 Voluntary Participation. The Community agrees that it is participating in the Community Capacity Funding Program voluntarily, without pressure, duress or inducement. As the Community Capacity Funding Program is being used to facilitate engagement with several First Nations across northern Ontario, it is acknowledged and agreed that the Capacity Funding is intended to support Community consultation and that neither the Project Team nor AECOM make any representations or warranties, express or implied, in relation to the sufficiency of the Capacity Funding to fully facilitate the Community’s engagement on Project, including the Funding Purpose as set out herein.

ARTICLE III: USE OF INFORMATION

3.1 Use of Information. The Project Team and AECOM may use the information gathered through the Community Capacity Funding Program and this Agreement for the purposes of incorporating the Community review

and feedback into finalizing the Provincial Environmental Assessment and Federal Impact Assessment of the Project. Further, AECOM and the Project Team may use the information to report on the Community Capacity Funding Program to the MFFN or any authority having jurisdiction, including on issues pertaining to specific Community consultation or First Nation consultation generally, in respect of the Project or any other reasonable use or purpose, including to comply with any legal obligations.

3.2 No Expectation of Confidentiality. There is no expectation of confidentiality associated with the Community Capacity Funding Program, including in relation to this Agreement, receipt of written confirmation of the Community's review and feedback, and the Capacity Funding.

ARTICLE IV: RELATIONSHIPS AMONGST PARTIES WITHIN COMMUNITY CAPACITY FUNDING PROGRAM

4.1 Role of AECOM. The Project Team and the Community confirm and agree that AECOM's only responsibility under this Agreement is to facilitate the payment of the Capacity Funding in accordance with Article I (Payment of Capacity Funding). The Project Team and Community acknowledge and agree that AECOM shall have no other obligations or requirements of any kind or nature whatsoever with respect to this Agreement. AECOM and the Project Team have no responsibility for, or control of, the Community or its personnel and AECOM and the Project Team will have no liability for any acts or omissions of the Community or its personnel. The Project Team and the Community agree and acknowledge that AECOM makes no representations, and shall have no responsibility, as to the completeness or sufficiency of the Community Capacity Funding Program or the Capacity Funding for any purpose, including the Funding Purpose. AECOM does not have responsibility regarding the treatment of Community's consultation or feedback by any authority having jurisdiction in relation to the Project.

4.2 Independence of Community. The Parties acknowledge and agree that the Community is not a consultant, subconsultant, contractor, subcontractor, employee, or advisor of AECOM or the Project Team. For greater certainty, this Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, vendor-client relationship or partnership between the Parties. It is understood and agreed that the Community's participation in the Community Capacity Funding Program does not represent the Community's position in relation to the Draft EA/IS in any way whatsoever and this Agreement shall not be interpreted or construed to represent a position by the Community in relation to the Draft EA/IS for any purpose.

ARTICLE V: GENERAL

5.1 Governing Law. This Agreement shall be governed by the laws of the Province of Ontario.

5.2 Entire Agreement. This Agreement (a) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and (b) supersedes all prior agreements, understandings, negotiations and discussions by or between the Parties pertaining to the subject matter of this Agreement. There are no warranties, representations or other agreements, whether oral or written, express or implied, collateral or otherwise, by or between the Parties pertaining to the subject matter of this Agreement except as set forth in this Agreement.

5.3 Assignment. No Party may assign this Agreement without the prior consent in writing of the other Parties.

5.4 Modification and Waiver. This Agreement may not be modified, amended or supplemented except by written agreement of the Parties. No act or omission by a Party, other than a written waiver, shall constitute a waiver of any provision of this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any such waiver constitute a continuing waiver, unless otherwise specifically agreed in writing by the Parties.

5.5 Notice. All written notices required to be given in this Agreement must be in writing and must be delivered to each Party's representative at each Party's address first listed above. Notice may be given by (a) hand delivery; (b) email; or (c) registered mail. Notice by hand delivery or registered mail shall be effective on the day of delivery. Notice by email shall only be effective on the day of written responding confirmation of receipt (which, for certainty, does not include any automated replies from a recipient's email account.) Each Party's representative and address may be changed upon the delivery of written notice to the Parties.

5.6 Successors and Assigns. This Agreement shall be binding upon the Parties and shall continue in full force and effect in the event any Party is permitted to assign this Agreement or if there is any change in ownership, control or management of any Party.

5.7 Dispute Resolution. Upon the delivery of a written notice of a dispute arising out of or in connection with this Agreement by any Party, the Parties shall attempt to resolve such dispute, by structured negotiation, on a without prejudice basis, with the assistance of a mediator appointed by the Parties. If a dispute cannot be settled within a period of 30 days after such notice of dispute, or such longer period as may be agreed to by the Parties, the Parties shall be free to pursue any other procedures or remedies available to them, including arbitration or litigation, in an effort to finally resolve the dispute.

5.8 Interpretation. The recitals first listed above form an integral and essential part of this Agreement. Capitalized terms shall be given the meaning as first set out in this Agreement.

5.9 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision but this Agreement will be construed as if such invalid provision were omitted.

5.10 Counterparts, Signatures and Retention. This Agreement may be executed in one or more counterparts, each of which is an original, and which, taken together, shall constitute one and the same agreement. The signing of a facsimile copy or portable document format (PDF) copy of this Agreement and any amendments thereto shall have the same effect as the signing of an original. The retention of an electronic version of this Agreement is permitted and the subsequent production of an electronic version of this document shall be treated as if it was the production of an original signed copy.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

[NAME OF COMMUNITY]

Per: _____
I/we have authority to bind the
Weenusk First Nation.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the
Weenusk First Nation.

Name: _____
Title: _____
Date: _____

Marten Falls First Nation as represented by 2617482 Ontario Inc.

Per: _____
_____ Ontario
Inc. and the MFFN Project Team.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the MFFN Project
Team.

Name: _____
Title: _____
Date: _____

AECOM Canada ~~Ltd.~~ ULC

Per: _____
_____ COM Canada ~~Ltd.~~ ULC

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the AECOM Canada
~~Ltd.~~ ULC

Name: _____
Title: _____
Date: _____

Subject: RE: MFFN Community Access Road - What's New
Sent: 6/23/2025, 2:54:45 PM
From: Anderson, Victoria [REDACTED]
To: [REDACTED]
Cc: Joey Hunter; [REDACTED] Paul Koostachin; Leah Hunter; Adena Vanderjagt; Germaine Conacher; Jim Butterworth; Hannah McIntyre

Hi Clinton,

I'm writing to follow-up on our phone conversation from a few weeks ago. You had mentioned that Weenusk may be interested in an extension for your review of the Draft EA / IS, and our team is happy to accommodate extension requests. Do you have a date in mind of when you're expecting to finish your review?

You had also asked about Bill 5 in our phone call. I'm hoping to have more information to share soon, however I do want to note that Marten Falls is committed to continuing to consult with Indigenous communities.

Please let me know your thoughts on the extension date.

All the best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]
aecom.com

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

From: Anderson, Victoria
Sent: Wednesday, May 28, 2025 6:08 AM
To: [REDACTED]
Cc: Joey Hunter; [REDACTED] Paul Koostachin; [REDACTED]; Leah Hunter; [REDACTED]
Adena Vanderjagt; [REDACTED]; Germaine Conacher; [REDACTED]; Jim Butterworth
[REDACTED]; Hannah McIntyre; [REDACTED]
Subject: MFFN Community Access Road - What's New

Hi Clinton,

I hope you're doing well.

Thanks for the call last week! I'm working with our team to put together some information for you regarding Bill 5, and how to request an extension for the Draft EA / IS review period.

- **Draft Environmental Assessment / Impact Statement (EA / IS) - Reminder for Final Review**
 - We are nearing the end of the review process of the Draft EA / IS. Please submit your comments and feedback via the Project website, [REDACTED] email or by letter mail **by June 23, 2025**.
- **Public Information Centre #6**
 - A reminder that while our Public Information Centre (PIC) #6 was hosted on Monday, May 26, 2025 in Thunder Bay, we have another PIC #6 in Geraldton tomorrow, Thursday, May 29, 2025. The first hour of each PIC is dedicated to Indigenous community members. For more information, visit [REDACTED]
- **Upcoming Webinars**

- Our next webinar in the Draft EA / IS webinar series is **People: Land and Resource Use**, to be held on Thursday, June 5 2025, at 4:00 p.m. EST. Keep an eye out for the registration link, and for more information on the remaining webinars in the Draft Environmental Assessment / Impact Statement Series.

All the best,

Victoria Anderson BA, BSc

She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]

[aecom.com](https://www.aecom.com)

Delivering a better world

[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Subject: RE: MFFN Community Access Road - What's New
Sent: 6/24/2025, 12:10:21 PM
From: Anderson, Victoria [REDACTED]
To: Adena Vanderjagt; [REDACTED]
Cc: Joey Hunter; [REDACTED] Paul Koostachin; Leah Hunter; Germaine Conacher; Jim Butterworth; Hannah McIntyre

Hi Adena,

Thank you for the update.

All the best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]
aecom.com

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Subject: MFFN Community Access Road - What's New in June
Sent: 6/30/2025, 3:30:30 PM
From: Anderson, Victoria [REDACTED]
To: [REDACTED]
Cc: Adena Vanderjagt; Joey Hunter; [REDACTED]; Paul Koostachin; Leah Hunter; Germaine Conacher; Jim Butterworth; Hannah McIntyre

Hello Clinton,

I hope your week is off to a good start.

I have a few updates to share for the Marten Falls First Nation Community Access Road in the month of June:

- **Draft Environmental Assessment / Impact Statement Review Period Complete. Thank you for your feedback!**
 - The review period for the Draft Environmental Assessment / Impact statement officially closed on June 23, 2025. We sincerely value all the feedback Weenusk First Nation provided. Input on the Draft Environmental Assessment / Impact Statement is important to us and will help inform the preparation of the Final Environmental Assessment / Impact Statement that will be submitted to the federal and provincial governments for review in mid to late 2026.
 - If you have questions or if you would like to schedule a meeting to discuss, please contact us.
- **Public Information Centre #6**
 - Public Information Centre #6 was held on May 26 and 29, 2025, in Thunder Bay and Geraldton, respectively. Thank you to all those who were able to attend the meetings in person. You may review the materials on our website: [REDACTED]
- **Coming Up...**
 - The Draft Record of Consultation and Engagement for Indigenous Communities will be released in Fall 2025. Keep an eye out for the report to be sent to your community! Ways to provide feedback will be included.

All the best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]

aecom.com

Delivering a better world

[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Subject: RE: ExtendedReview of Webequie Supply Road

Sent: 7/3/2025, 11:43:03 AM

From: Anderson, Victoria [REDACTED]

To: [REDACTED]

Cc: [REDACTED]

Hello Linda,

We've received your email below regarding an extended review, however, we want to note that we are not affiliated with the Webequie Supply Road and, unfortunately, I do not have contact information for anyone at that project. You will need to reach out to someone from Webequie Supply Road to request an extension for that project.

I am the contact person on behalf of the Marten Falls First Nation Community Access Road (MFFN CAR) that had been in touch with Clinton Patrick. I'll note that Clinton had mentioned possibly requiring an extension for the MFFN CAR Draft Environmental Assessment / Impact Statement at one point in time, however, we received comments from Weenusk First Nation as of Monday, June 23.

With Clinton's departure, will you be the key contact from Weenusk First Nation moving forward?

All the best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]

aecom.com

Delivering a better world

[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

From: MFFN Community Access Road Project Team <[REDACTED]>

Sent: Thursday, July 3, 2025 9:30 AM

To: Anderson, Victoria [REDACTED]

Subject: FW: ExtendedReview of Webequie Supply Road

--

MFFN Community Access Road Project Team

Visit our website: <http://www.martenfallsaccessroad.ca/>

Follow us on Facebook: [REDACTED]

Call us: [REDACTED]

Email us: info@martenfallsaccessroad.ca

From: Linda Hunter [REDACTED]

Sent: July 2, 2025 1:59 PM

To: info@martenfallsaccessroad.ca

Subject: ExtendedReview of Webequie Supply Road

Hello: whom do I contact while asking for an extension of the deadline for the Webequie Supply Road as Clendon Patrick left the position as the coordinator. Thanks Linda Hunter Director of Lands Revenue and Trusts.

Subject: MFFN CAR - Aboriginal and / or Treaty Rights and Interests: DRAFT Impact Assessment Report
Sent: 7/11/2025, 2:38:38 PM
From: Anderson, Victoria [Redacted]
To: [Redacted]
Cc: [Redacted]

Dear Linda Hunter,

As part of our ongoing collaboration on the Marten Falls First Nation Community Access Road, we're sharing your community specific **Draft Aboriginal and / or Treaty Rights and Interests: Draft Impact Assessment Report** (Draft Report) for your review and feedback.

This Draft Report includes information from publicly available sources, as well as any Indigenous Knowledge Reports we received before January 2025. It outlines the assessment process for Aboriginal and / or Treaty Rights and Interests related to the Community Access Road, and it focuses specifically on your community.

Please use the following link to access and download your Aboriginal and / or Treaty Rights and Interests: Draft Impact Assessment Report for the Community Access Road:

- [Redacted]

The review period for this report is 90 calendar days. If your community has comments, questions, additional Indigenous Knowledge or details about important sites, areas, or resources—and how often they're used—that could better inform this report we'd appreciate you sharing that with us. Your input will help us refine the potential effects to your Draft Report. A final version of this report will be provided to you.

If we don't hear back with new information by October 9, 2025, the Draft Report will be finalized.

We would be very pleased to meet with you to review the Draft Report, answer any questions you may have, or have a discussion on the assessment process.

Kind regards,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[Redacted]

AECOM
[Redacted]

aecom.com

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Subject: MFFN Community Access Road - What's New in July
Sent: 7/30/2025, 3:21:59 PM
From: Anderson, Victoria <[REDACTED]>
To: [REDACTED]
Attachments: [REDACTED]

Hello everyone,

I hope you're all doing well!

I'm looking for confirmation regarding the primary contact moving forwards after Clinton's departure. I've been directing my emails to Linda Hunter, as Linda had previously reached out. Would it be suitable to continue directing communications to Linda as the main point of contact?

I also have a few updates to share for the Marten Falls First Nation Community Access Road in the month of July:

- **Draft Record of Consultation and Engagement for Indigenous Communities**
 - The Draft Record of Consultation and Engagement for Indigenous Communities will be released in Fall 2025. Keep an eye out for the report to be sent to your community! Ways to provide feedback will be included.
- **Ongoing Field Studies**
 - Field programs will be continuing into the 2025 summer and fall seasons to support the Preliminary Design and future permitting for the MFFN CAR. The following three field programs are included in the Summer 2025 Field Notice: Stage 2 Archaeological Assessment, Groundwater Well Decommissioning and Geotechnical Investigation.
 - For more information, read the full field notice here: [REDACTED]
- **Draft Aboriginal and / or Treaty Rights and Interests: Impact Assessment Report**
 - On July 11, 2025 your community-specific Draft Aboriginal and / or Treaty Rights and Interests: Draft Impact Assessment Report was distributed.
 - The review period for this report is 90 calendar days. Please submit any comments, questions, additional Indigenous Knowledge or details about important sites, areas or resources through email.
 - Please use the following link to access and download your community-specific report: [REDACTED]

Please reach out if you have any questions.

All the best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[REDACTED]

AECOM
[REDACTED]

aecom.com

Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

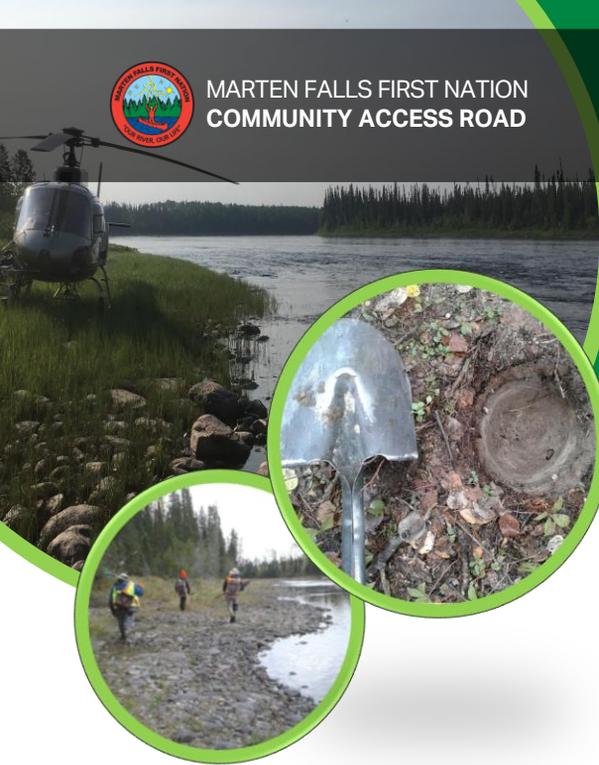


MARTEN FALLS FIRST NATION
COMMUNITY ACCESS ROAD

Field Notice

Summer / Fall 2025 Field Notice

Issued: July 2025



What's Happening?

Field programs will be continuing into the 2025 summer and fall seasons to support the Preliminary Design and future permitting for the Marten Falls First Nation Community Access Road.

The following three field programs are outlined in this notice:

- Stage 2 Archaeological Assessment
- Groundwater Well Decommissioning
- Geotechnical Investigation

Stage 2 Archaeological Assessment

Archaeological assessments are crucial for determining the potential presence of archaeological sites and artifacts and are mandated through the Ontario Heritage Act. For the Marten Falls First Nation Community Access Road, background archaeological research (Stage 1) began in 2019 to look into archaeological potential for possible unknown sites, and some initial field surveys were conducted in 2019.





Now that the preferred route has now been chosen for the Community Access Road, archaeologists will conduct Stage 2 field surveys in the following locations in advance of geotechnical investigations:

- where the road is planned to cross waterbodies;
- at sites where bridges may be built; and
- at one potential aggregate location.

The investigations will focus on the area where geotechnical drilling will be required, and where helicopter landing sites may be created.

The archaeology team will complete the work **during the summer or fall season**. Dates have yet to be determined, though the work is expected to take approximately two weeks to complete. An update will be provided once dates are confirmed.

The stages of an Archaeological Assessment in Ontario

- 1** **Stage 1 – Background Study:** A background study is first conducted to determine archaeological potential, which means areas where people liked to live.
- 2** **Stage 2 – Field Survey:** Archaeologists go out and look for sites that may be impacted by construction. In Northern Ontario, this is typically completed using a test pit survey. This means a team of archaeologists dig small holes in areas of high archaeological potential and sift the soil to search for artifacts.

If the team finds artifacts, we have a site!

- 3** **Stage 3 – Find Site Limits:** The next step is finding the site limits. When looking for site limits the team of archaeologists digs larger 1 m by 1 m excavation units and collect the artifacts. These units are dug every 5 m until we find the site edge.
- 4** **Stage 4 – Excavation or Avoidance:** In the final step, the site is either excavated or the development is moved to avoid and protect the site. Depending on the size and nature of the site, it might be easy to move the purposed impacts than remove the site. Some projects are easier to move around archaeological sites than others.



Geotechnical Investigation

Field crews are proposing to conduct geotechnical investigations to support preliminary exploration of potential aggregate sites and water crossing locations along the route for the Community Access Road. Geotechnical investigations will focus on aggregate sites and water crossings to assess material quantity, quality, soil suitability and groundwater monitoring.

Advance notice was initially provided for the Geotechnical Investigation in the [Fall 2024 Field Notice](#), however, work was unable to commence at that time. Instead, it is expected that this work will be conducted **during the fall 2025 season**. An update will be provided once dates are confirmed.

Groundwater Well Decommissioning

Field crews will be decommissioning selected monitoring wells this fall as part of the Groundwater and Geochemistry program. This program has been essential for checking the health of groundwater along the proposed route for the Community Access Road. The program has tested for things like minerals, dissolved metals (such as mercury), and volatile organic compounds. By understanding current groundwater conditions, we can better predict how the road might affect the natural environment.

The wells are being decommissioned are in a location that will not support future long term monitoring of the proposed roadway. Future wells within the final right of way may be installed in accordance with the mitigations outlined in Section 9.3.4 of the Draft Environmental Assessment / Impact Statement. The report is available here:

Since 2022, field crews have collected samples from the same monitoring wells each spring, summer, and fall to track seasonal changes. With the sampling now complete, field crews will proceed with decommissioning selected wells **during the fall season**. An update will be provided once dates are confirmed.



What to expect

Field crews will be accessing sites across the study area by helicopter—you may see helicopters in the area. An update will be provided if the above schedule changes due to weather or other conditions.

To learn more about our studies, view our past [webinar recordings](#), [valued component videos](#), [Groundwater and Geochemistry Discussion Guide](#), and the [Draft Environmental Assessment / Impact Statement](#) on our website.

Where?

See the next page for a map of the study area.

Contact Information

You are welcome to contact the MFFN Community Access Road Project Team at any time with questions or comments.

Lawrence Baxter

Senior Community Member Advisor

Marten Falls First Nation

 | info@martenfallsaccessroad.ca

www.martenfallsaccessroad.ca



Subject: MFFN Community Access Road - What's New in August
Sent: 8/29/2025, 2:19:27 PM
From: Anderson, Victoria [redacted]
To: [redacted]
Cc: [redacted]

Hi Linda,
I hope you're enjoying your summer.

I have a few updates to share for the Community Access Road in the month of August:

- **New Video: Understanding Cumulative Effects**
 - As part of the Environmental Assessment / Impact Assessment for the Community Access Road, we are looking closely at how different activities—past, present and future—may combine to affect the land, water, animals and people. This includes considering how the Community Access Road might interact with other projects happening in the same area or at the same time. By looking at the bigger picture, we aim to better understand the full impact of the Project on the environment and the Community.
 - To watch our latest video, click here: [redacted]
- **Draft Aboriginal and / or Treaty Rights and Interests: Draft Impact Assessment Report**
 - On July 11, your community-specific Draft Aboriginal and / or Treaty Rights and Interests: Draft Impact Assessment Report was distributed.
 - The review period closes on **October 9, 2025**. Please submit any comments, questions, additional Indigenous Knowledge or details about important sites, areas or resources through email.
 - Please use the following link to access and download your community-specific report:
[redacted]

I hope you enjoy the long weekend!
All the best,

Victoria Anderson BA, BSc
She/Her

Socio-Economic Specialist, Impact Assessment and Permitting, Western Canada
[redacted]

AECOM
[redacted]

aecom.com
Delivering a better world
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

B20.2 Incoming Community Specific Correspondence

From: Adena Vanderjagt <[REDACTED]>
Sent: Friday, August 2, 2024 11:49 AM
To: Anderson, Victoria <[REDACTED]> Clendon Patrick <[REDACTED]>
Cc: Joey Hunter <[REDACTED]> Jeff Hunter <[REDACTED]> Hannah McIntyre <[REDACTED]> Germaine Conacher <[REDACTED]> Jim Butterworth <[REDACTED]> Leah Hunter <[REDACTED]> Paul Koostachin <[REDACTED]>
Subject: RE: MFFN Community Access Road - What's New in July

Hello Victoria,

Hope your summer is going well. Please see attached for feedback/comments related to the Stage 1 Archaeological Assessment Report provided by Weenusk First Nation and signed by Chief Joey Hunter.

If you have any questions, please reach out via the email/cc list above.

Warm Regards,

Adena Vanderjagt, B.Sc., EP (she/her)
SENIOR MANAGER, CONSULTING, INDIGENOUS SERVICES



My working day may not be your working day. Please do not feel obliged to reply to this email outside of your normal working hours #WorkLifeBalance

From: Clinton Patrick [REDACTED]
Sent: Tuesday, October 1, 2024 7:50 AM
To: Anderson, Victoria [REDACTED]
Subject: RE: MFFN Community Access Road - What's New

Good morning,

Summer is been great and our river is so shallow not enough activities on the land for harvesting and family camping. I would like to call you sometime this month and go over items. I be absence most of this month travelling with other commitments.

Sent me the dates available I will try to fit the time slot.

Thanks,

Clendon

From: Clinton Patrick [REDACTED]
Sent: Tuesday, November 5, 2024 8:11 AM
To: Anderson, Victoria [REDACTED]
Subject: RE: MFFN Community Access Road - What's New

Hi, Victoria

The survey has been submitted as per request.

Thanks

Clendon

From: Clinton Patrick [REDACTED]
Sent: Friday, January 24, 2025 1:50 PM
To: Anderson, Victoria [REDACTED]
Subject: RE: MFFN Community Access Road - What's New

Perfect, thank you!

Clinton

From: Clinton Patrick [REDACTED]
Sent: Friday, January 24, 2025 1:20 PM
To: Anderson, Victoria [REDACTED]
Subject: RE: MFFN Community Access Road - What's New

Good afternoon,

Next week is good I'll touch base Monday afternoon,
Provide me contact number.

Thanks,

Clinton

From: Clinton Patrick [REDACTED]
Sent: Friday, February 21, 2025 9:49 AM
To: Anderson, Victoria [REDACTED]
Subject: RE: MFFN Community Access Road - What's New

This Message Is From an External Sender

This message came from outside your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Report Suspicious](#)

Good morning,

I won't be attendance in this expo, Paul Koostachin (councillor) will be there.

Thanks,

Clinton

From: Adena Vanderjagt [REDACTED]
Sent: Wednesday, February 26, 2025 9:28 AM
To: Anderson, Victoria [REDACTED]
Cc: Joey Hunter [REDACTED]; Germaine Conacher [REDACTED]; Jim Butterworth [REDACTED]; Hannah McIntyre [REDACTED]; Leah Hunter [REDACTED]; Paul Koostachin [REDACTED]
Subject: Re: MFFN Community Access Road - What's New

This Message Is From an External Sender

This message came from outside your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Report Suspicious](#)

Hello Victoria,

Please provide the funding agreement for community coordination for review to Weenusk, with Weenusk First Nation as the business entity for deposits.

Warm Regards,

Adena Vanderjagt (she/her)
SENIOR MANAGER, CONSULTING, INDIGENOUS SERVICES



My working day may not be your working day. Please do not feel obliged to reply to this email outside of your normal working hours #WorkLifeBalance

From: Clinton Patrick [REDACTED]

Sent: Thursday, March 27, 2025 9:21 AM

To: Anderson, Victoria [REDACTED]

Subject: RE: MFFN Community Access Road - What's New

Good morning,

We are looking at our busy months ahead is when headmen take their family out for harvesting but there's a precautionary gap for the migrating bird's this spring.

I will call you next week sometimes still busy with this winter road, my side contract until we get all our supplies in.

Thanks,

Clinton

From: Adena Vanderjagt [REDACTED]
Sent: Thursday, May 8, 2025 11:33 AM
To: Anderson, Victoria [REDACTED]
Cc: Joey Hunter [REDACTED]; Germaine Conacher [REDACTED]; Jim Butterworth [REDACTED]; Hannah McIntyre [REDACTED]; Leah Hunter [REDACTED]; Paul Koostachin [REDACTED]
Subject: Re: MFFN Community Access Road - What's New

Hello Victoria,

Please see attached for a signed copy of the funding agreement for Weenusk.

Warm Regards,

Adena Vanderjagt (she/her)
SENIOR MANAGER, CONSULTING, INDIGENOUS SERVICES



[REDACTED]

My working day may not be your working day. Please do not feel obliged to reply to this email outside of your normal working hours #WorkLifeBalance

Community Capacity Funding Agreement

THIS COMMUNITY CAPACITY FUNDING AGREEMENT (“Agreement”) made as of the ___08___ day of _____May_____, 2025___.

BETWEEN:

OF THE FIRST PART

Weenusk First Nation

P.O.Box 1, Peawanuck, Ontario, POL2H0]

Chief Joey Hunter

Email: [REDACTED]

(hereinafter, the “Community”),

- AND -

OF THE SECOND PART

Marten Falls First Nation as represented by 2617482 Ontario Inc.

[Enter Mailing Address]

Attention: Qasim Saddique, Project Director

Email: [REDACTED]

(hereinafter, the “Project Team”),

- AND -

OF THE THIRD PART

AECOM Canada Ltd.

[Enter Mailing Address]

Attention: [Enter Contact Name]

Email: [Enter Primary Contract Email Address]

(hereinafter, “AECOM”),

(Each a “Party” and collectively the “Parties” to this Agreement)

RECITALS:

WHEREAS Marten Falls First Nation (“MFFN”) is a remote First Nation community in northern Ontario located at the junction of the Albany and Ogoki rivers, approximately 430 km northeast of Thunder Bay;

AND WHEREAS MFFN is currently only accessible by air and a winter road. Given the unreliability of the winter road, MFFN is proposing an all-season community access road (the “Project”) to connect MFFN to Ontario’s provincial highway network (i.e., Highway 643) to the south via the existing Painter Lake Road;

AND WHEREAS MFFN is represented by the Project Team to assist MFFN with a Provincial Environmental Assessment and Federal Impact Assessment (the “Draft EA/IS”) to assess the potential Project effects and benefits;

AND WHEREAS the Project Team would like to engage the Community for participation in a “Community Capacity

Funding Program” as set out in this Agreement so as to facilitate the review of the Draft EA/IS by the Community and the gathering of feedback where provided by the Community.

AND WHEREAS, through this Agreement, the Community has agreed to participate in the Community Capacity Funding Program.

AND WHEREAS the Parties agree that it is the Community’s responsibility to identify the use and allocation of the funds in connection with this Agreement for the purposes of reviewing the Draft EA/IS and, further, to have an opportunity to provide feedback at its discretion to AECOM and the Project Team (“**Funding Purpose**”).

AND WHEREAS, specific to this Agreement, the Project Team has retained AECOM for the sole purpose of making payment of the Capacity Funding (as defined below) to the Community at the direction of the Project Team as set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, for the good and valuable consideration set out herein, the Parties hereby agree as follows:

ARTICLE I: PAYMENT OF CAPACITY FUNDING

1.1 Lump Sum Payment. The Project Team agrees to pay the Community a one-time, lump sum payment of \$ [REDACTED] (“**Capacity Funding**”).

1.2 Schedule of Payment. Upon execution of this Agreement by all Parties, the Project Team hereby directs AECOM to pay the Community the Capacity Funding within 30 days of the execution of this Agreement by all Parties.

ARTICLE II: SCOPE OF CAPACITY FUNDING

2.1 Scope of Capacity Funding. The Capacity Funding is intended to support the Community's ability to engage on the Project in accordance with the Funding Purpose. The Capacity Funding may be used to facilitate the Funding Purpose by financially supporting the Community's review of the Draft EA/IS, including costs related to: (a) securing meeting space, (b) rental or purchase of office and/or accessibility equipment; (c) office materials and incidentals; (d) compensating community members for their time to review and the provision of feedback; or (e) hiring of a community coordinator to facilitate the Community's review and organize the submission of feedback.

2.2 Confirmation of Draft EA/IS Review and Provision of Feedback. The Community agrees that it shall review the Draft EA/IS and provide written confirmation of its completed review to AECOM and the Project Team. This written confirmation shall be provided by no later than 120 days following the Community’s receipt of the Draft EA/IS (“**Review Date**”). Additionally, the Community may provide feedback it obtains through the review process to AECOM and the Project Team at its sole discretion before the Review Date.

2.3 Voluntary Participation. The Community agrees that it is participating in the Community Capacity Funding Program voluntarily, without pressure, duress or inducement. As the Community Capacity Funding Program is being used to facilitate engagement with several First Nations across northern Ontario, it is acknowledged and agreed that the Capacity Funding is intended to support Community consultation and that neither the Project Team nor AECOM make any representations or warranties, express or implied, in relation to the sufficiency of the Capacity Funding to fully facilitate the Community’s engagement on Project, including the Funding Purpose as set out herein.

ARTICLE III: USE OF INFORMATION

3.1 Use of Information. The Project Team and AECOM may use the information gathered through the Community Capacity Funding Program and this Agreement for the purposes of incorporating the Community review

and feedback into finalizing the Provincial Environmental Assessment and Federal Impact Assessment of the Project. Further, AECOM and the Project Team may use the information to report on the Community Capacity Funding Program to the MFFN or any authority having jurisdiction, including on issues pertaining to specific Community consultation or First Nation consultation generally, in respect of the Project or any other reasonable use or purpose, including to comply with any legal obligations.

3.2 No Expectation of Confidentiality. There is no expectation of confidentiality associated with the Community Capacity Funding Program, including in relation to this Agreement, receipt of written confirmation of the Community's review and feedback, and the Capacity Funding.

ARTICLE IV: RELATIONSHIPS AMONGST PARTIES WITHIN COMMUNITY CAPACITY FUNDING PROGRAM

4.1 Role of AECOM. The Project Team and the Community confirm and agree that AECOM's only responsibility under this Agreement is to facilitate the payment of the Capacity Funding in accordance with Article I (Payment of Capacity Funding). The Project Team and Community acknowledge and agree that AECOM shall have no other obligations or requirements of any kind or nature whatsoever with respect to this Agreement. AECOM and the Project Team have no responsibility for, or control of, the Community or its personnel and AECOM and the Project Team will have no liability for any acts or omissions of the Community or its personnel. The Project Team and the Community agree and acknowledge that AECOM makes no representations, and shall have no responsibility, as to the completeness or sufficiency of the Community Capacity Funding Program or the Capacity Funding for any purpose, including the Funding Purpose. AECOM does not have responsibility regarding the treatment of Community's consultation or feedback by any authority having jurisdiction in relation to the Project.

4.2 Independence of Community. The Parties acknowledge and agree that the Community is not a consultant, subconsultant, contractor, subcontractor, employee, or advisor of AECOM or the Project Team. For greater certainty, this Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, vendor-client relationship or partnership between the Parties. It is understood and agreed that the Community's participation in the Community Capacity Funding Program does not represent the Community's position in relation to the Draft EA/IS in any way whatsoever and this Agreement shall not be interpreted or construed to represent a position by the Community in relation to the Draft EA/IS for any purpose.

ARTICLE V: GENERAL

5.1 Governing Law. This Agreement shall be governed by the laws of the Province of Ontario.

5.2 Entire Agreement. This Agreement (a) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and (b) supersedes all prior agreements, understandings, negotiations and discussions by or between the Parties pertaining to the subject matter of this Agreement. There are no warranties, representations or other agreements, whether oral or written, express or implied, collateral or otherwise, by or between the Parties pertaining to the subject matter of this Agreement except as set forth in this Agreement.

5.3 Assignment. No Party may assign this Agreement without the prior consent in writing of the other Parties.

5.4 Modification and Waiver. This Agreement may not be modified, amended or supplemented except by written agreement of the Parties. No act or omission by a Party, other than a written waiver, shall constitute a waiver of any provision of this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any such waiver constitute a continuing waiver, unless otherwise specifically agreed in writing by the Parties.

5.5 Notice. All written notices required to be given in this Agreement must be in writing and must be delivered to each Party's representative at each Party's address first listed above. Notice may be given by (a) hand delivery; (b) email; or (c) registered mail. Notice by hand delivery or registered mail shall be effective on the day of delivery. Notice by email shall only be effective on the day of written responding confirmation of receipt (which, for certainty, does not include any automated replies from a recipient's email account.) Each Party's representative and address may be changed upon the delivery of written notice to the Parties.

5.6 Successors and Assigns. This Agreement shall be binding upon the Parties and shall continue in full force and effect in the event any Party is permitted to assign this Agreement or if there is any change in ownership, control or management of any Party.

5.7 Dispute Resolution. Upon the delivery of a written notice of a dispute arising out of or in connection with this Agreement by any Party, the Parties shall attempt to resolve such dispute, by structured negotiation, on a without prejudice basis, with the assistance of a mediator appointed by the Parties. If a dispute cannot be settled within a period of 30 days after such notice of dispute, or such longer period as may be agreed to by the Parties, the Parties shall be free to pursue any other procedures or remedies available to them, including arbitration or litigation, in an effort to finally resolve the dispute.

5.8 Interpretation. The recitals first listed above form an integral and essential part of this Agreement. Capitalized terms shall be given the meaning as first set out in this Agreement.

5.9 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision but this Agreement will be construed as if such invalid provision were omitted.

5.10 Counterparts, Signatures and Retention. This Agreement may be executed in one or more counterparts, each of which is an original, and which, taken together, shall constitute one and the same agreement. The signing of a facsimile copy or portable document format (PDF) copy of this Agreement and any amendments thereto shall have the same effect as the signing of an original. The retention of an electronic version of this Agreement is permitted and the subsequent production of an electronic version of this document shall be treated as if it was the production of an original signed copy.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

[NAME OF COMMUNITY]

Per: _____
I/We have authority to bind the

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the
Weenusk First Nation.

Name: _____
Title: _____
Date: _____

Marten Falls First Nation as represented by 2617482 Ontario Inc.

Per: _____
I/We have authority to bind 2617482 Ontario
Inc. and the MFFN Project Team.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the MFFN Project
Team.

Name: _____
Title: _____
Date: _____

AECOM Canada Ltd.

Per: _____
I/We have authority to bind AECOM Canada Ltd.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the AECOM Canada
Ltd.

Name: _____
Title: _____
Date: _____

Anderson, Victoria

From: Adena Vanderjagt [REDACTED]
Sent: Monday, May 12, 2025 8:35 AM
To: Anderson, Victoria; [REDACTED]
Cc: [REDACTED]
Subject: Re: MFFN Community Access Road - What's New
Attachments: [REDACTED]

This Message Is From an External Sender

This message came from outside your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Report Suspicious](#)

Hello Victoria,

Information as follows:

- a. First Nation Contact Information:
 - i. Name: Chief Joey Hunter *or* Jeff Hunter
 - iii. Email Address: [REDACTED]
 - iv. Phone Number: [REDACTED]
- b. Void Cheque or Banking Letter for the account where the EFT will be sent - ***attached.***

Warm Regards,

Adena Vanderjagt (she/her)
SENIOR MANAGER, CONSULTING, INDIGENOUS SERVICES



[REDACTED]

Subject: Weenusk First Nation Review of the Marten Falls Community Access Road Draft Environmental Assessment
Sent: 2025-06-23, 11:07:49 AM
From: Adena Vanderjagt [REDACTED]
To: eaisinput@martenfallsaccessroad.ca
Cc: Joey Hunter; Jeff Hunter; clintonp; Germaine Conacher; Jim Butterworth
Attachments: [MFCAR_EA Review_Comment Table_WFN.pdf](#)

Hello,

Please find attached the Weenusk First Nation review of the Marten Falls Community Access Road Draft Environmental Assessment. If there are any immediate questions or concerns, please contact via the CC list above.

Warm Regards,

Adena Vanderjagt (she/her)
SENIOR MANAGER, CONSULTING, INDIGENOUS SERVICES



CELL 403.512.1053
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

My working day may not be your working day. Please do not feel obliged to reply to this email outside of your normal working hours #WorkLifeBalance

This email and any accompanying attachments contain confidential information and may be protected by legal privilege. It is intended only for the individual or entity named above. Any dissemination or action taken in reliance on this email or attachments by anyone other than the intended recipient is strictly prohibited and may be unlawful. If you believe you have received this message in error, please delete it from your systems and contact the sender by return email. In compliance with Canada's Anti-spam legislation (CASL), if you do not wish to receive further electronic communications from MNP, please reply to this email with "REMOVE ME" in the subject line.



WEENUSK FIRST NATION



June 23, 2025

Joanne Wang
AECOM Canada ULC.



Email: eaisinput@martenfallsaccessroad.ca

Re: Feedback on the Marten Falls Community Access Road Environmental Assessment / Impact Statement

Dear Ms. Wang,

As the Chief of Weenusk First Nation, it is my obligation to understand any undertaking which may impact our Nations rights and interests. We, as a Nation, are signatories to Treaty No. 9 and hold rights throughout this treaty area.

To that end, we have reviewed the Marten Falls Community Access Road Environmental Assessment / Impact Statement (EA/IS) to evaluate how the Project may adversely impact Weenusk First Nation's Section 35 rights and evaluate integration of the Weenusk First Nation Existing Conditions Report.

Please see below for some key comments and refer to the table following this letter for detailed input.

Completeness of the EA/IS

Throughout the EA/IS there are excerpts that direct the reader to other sections or appendices; there are sections that indicate they will be updated in the final and have substantial detail missing; and there is no discussion of project effects for any valued component within the main EA/IS.

The Code of Practice for Environmental Assessments (dated January 2014) in Ontario specifies¹ that "Any interested person reading the environmental assessment document should be able to easily follow the process used by the proponent..." and that "Clarity, simplicity, **completeness** and precision are objectives for which to strive when preparing the environmental assessment document." [emphasis added].

Further, it specifies² that "If a multiple volume document is prepared, **the main document should be sufficiently detailed so that it can stand on its own and provide a complete picture...**" [emphasis added] Further, "The document needs to contain sufficient information to ensure that

¹ Provide Clear, Complete Documentation (3.1.5) <https://www.ontario.ca/document/preparing-and-reviewing-environmental-assessments-ontario-0/environment-assessment-process>

² Documentation Requirements (4.3) <https://www.ontario.ca/document/preparing-and-reviewing-environmental-assessments-ontario-0/environment-assessment-process>



WEENUSK FIRST NATION

the expert and the lay reader can understand the planning process that was followed.”³ Whereas, “The appendices are meant to support the information provided in the environmental assessment.”

This is not currently the case. Unfortunately, this creates strain for Nations such as Weenusk First Nation who are operating with limited provincial and federal funding to review both the draft and final EA/IS plus any additional iterations, documents, etc. provided by the proponent. At minimum, Marten Falls must update the final main document of the EA/IS to include the information from the referenced sections, appendices, and ensure effects assessments are adequately described in the body of the EA/IS to allow for consideration.

Caribou

Caribou are a preferred and culturally significant species for Weenusk First Nation. Caribou is one of the four main species that represent the seasonal round for Weenuski Inninowuk. Weenusk has identified that Caribou are experiencing a consistent decline and are forced to move further inland for migration; and it is more difficult to travel to Caribou areas due to sudden thaws on rivers and lakes.⁴

Due to the importance of this species, the EA/IS must consider mineral exploration activity for cumulative effects. Particularly, areas that include peatlands or areas where Caribou are present and may avoid sensory disturbance which occurs with exploration.

Additionally, a caribou monitoring program must be implemented as part of this Project, as specified within the Weenusk First Nation Existing Conditions Report. This program should include GPS collaring to ensure sufficient information is collected on residences, seasonal movements, movement corridor, habitat requirements, and habitat areas.

Water

Respondents in the Weenusk First Nation Existing Conditions Report noted that one of the most important reasons for Weenusk having a say in Project-related decision making for the Marten Falls Community Access Road is the potential for downstream effects as flow patterns change from the Project and future foreseeable developments in Weenusk’s traditional areas.

Therefore, additional detail must be provided in the main EA/IS document on surface water and sediment. Additionally, Weenusk requires notification in the event of pesticide or herbicide usage to ensure Weenusk land users are aware and downstream effects from the action can be monitored.

Use of Weenusk First Nation Existing Conditions Report

In some instances, details from the Weenusk First Nation Existing Conditions Report are included in select appendices. This information must be carried through to the main EA/IS document. Additionally, there must be a more robust consideration of information provided, and appendices must reflect all details shared, where relevant. For example, details related to herbicide/pesticide application.

³ Document Requirements (4.3)

⁴ Weenusk First Nation Existing Conditions Report



WEENUSK FIRST NATION



This is of relevance in relation to the preliminary mitigation measures proposed within the Report. Weenusk First Nation requested a caribou monitoring program be implemented to collect necessary information to support project development; as well as an agreement for ongoing community-to-community dialogue to acknowledge Weenusk's governance and right to manage resources in their traditional areas.

We look forward to continued engagement with the Marten Falls Community Access Road team to ensure the final E/IS is sufficient to evaluate potential project effects and adequately integrates the preliminary mitigation measures proposed by Weenusk First Nation.

Sincerely,



Chief Joey Hunter
Weenusk First Nation



WEENUSK FIRST NATION



Marten Falls First Nation Community Access Road Environmental Assessment / Impact Statement Review

Comment #	Reference Section	Reference Details	Comment
1.	5.1.1 Provincial Environmental Assessment Requirements, Page 47 (PDF Page 95)	“The decision regarding ownership of the Community Access Road has yet to be made. It is currently unknown who will own, maintain and operate the Community Access Road.”	Weenusk First Nation seeks clarification on the plans for the road. Additional details are required in the final EA/IS to ensure that the principles and commitments established during the Environmental Assessment process will be maintained by future owners of the road.
2.	6.1 Indigenous Knowledge, Page 54 (PDF 102)	“Indigenous land and resource use refers to specific areas and resources used for traditional purposes when Indigenous peoples learn and practice their Indigenous Knowledge.”	Indigenous land and resource use extends beyond traditional practices and purposes, encompassing modern activities that integrate socio-cultural, environmental, and economic dimensions. This must be included in the final EA/IS
3.	6.2.1 Data Collection, Page 57 (PDF Page 105)	“Gender-Based Analysis Plus data collection for the Community Access Road included demographics, human health, engagement opportunities, and secondary research.”	Please specify how the impact of inequity on Indigenous Peoples can be assessed using the identified data collection methods, given the apparent insufficiency of source data beyond engagement opportunities.
4.	6.8.2 Project Inclusions List, Page 70 (PDF Page 118)		The Project inclusion list specifies that mineral exploration activity and mining claims are included in accordance with the Tailored Impact Statement Guidelines; however, no mineral exploration activity was included in the assessment as they are not considered “active projects” (e.g., Zenyatta Venture’s Albany Graphite Deposit, Page 772 [PDF Page 820]).



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
			<p>Weenusk First Nation is aware of, and experiences impacts from exploration activities in our traditional territory. Particularly, areas that include peatlands or areas where caribou are present and may avoid sensory disturbance which occurs with exploration.</p> <p>The final EA/EIS must be updated to include mineral exploration activity in the cumulative effects assessment as various studies areas (e.g., ungulates) extend north to where there is active exploration occurring.</p>
5.	6.5.1 Temporal Boundaries Page 60 (PDF 108)	Temporary infrastructure will be decommissioned/removed, and areas will be allowed to revegetate naturally.	Areas where temporary infrastructure is decommissioned or removed may not revegetate in a timely manner and revegetation may not support plants of traditional importance. Confirmation is required that Marten Falls will develop a revegetation plan for temporary infrastructure that includes species of interest to Indigenous Nations that may be affected.
6.	7.2.3.2 Blast Rock Production for Roadway Subgrade (Drill / Blast / Haul), Page 86 (PDF Page 134)	“Explosives will be transported, handled, and stored in compliance with federal and provincial regulations and will only be used by trained professionals. The storage of explosives will be in specially designed and secured containers and set back and isolated from all other activities.”	Please indicate if Marten Falls will implement a blasting plan and potentially include blasting offset measures, if necessary, near waterbodies.
7.	7.2.3.10 Construction Waste; Wastewater Page 93 (PDF 141)	“Domestic wastewater will be discharged to onsite leaching beds at the temporary construction camps.”	Please specify whether leaching beds will be constructed underground and whether they will be removed/ decommissioned following conclusion of construction activities.
8.	Table 8-2 Indigenous Knowledge of Water, Page		Weenusk First Nation is deeply connected to water courses and watersheds in their traditional areas. This was highlighted and described in the Weenusk First Nation Existing Conditions Report.



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
	98 and 99 (PDF Page 146 and 147)		The final EA/EIS must be updated to reflect information from Weenusk First Nation in this table and throughout the relevant sections.
9.	Table 8-3: Valued Components, Page 102 (PDF Page 150)		<p>This table refers to Technical Support Documents (Appendix I) for Valued Component information related to Peatlands.</p> <p>The Code of Practice for Environmental Assessments (January 2014) in Ontario specifies¹ that “Any interested person reading the environmental assessment document should be able to easily follow the process used by the proponent...” and that “Clarity, simplicity, completeness and precision are objectives for which to strive when preparing the environmental assessment document.” [emphasis added]</p> <p>Further, it specifies² that “If a multiple volume document is prepared, the main document should be sufficiently detailed so that it can stand on its own and provide a complete picture...” [emphasis added]</p> <p>Marten Falls must update the final EA/IS to include the information from the Appendix to allow for consideration.</p>
10.	Table 8-4: Spatial Boundaries of Water Disciplines, Page 104		<p>This table refers to Technical Support Documents (Appendix I) for Spatial Boundaries related to Peatlands.</p> <p>See Comment #9</p>

¹ Provide Clear, Complete Documentation (3.1.5) <https://www.ontario.ca/document/preparing-and-reviewing-environmental-assessments-ontario-0/environment-assessment-process>

² Documentation Requirements (4.3) <https://www.ontario.ca/document/preparing-and-reviewing-environmental-assessments-ontario-0/environment-assessment-process>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
11.	Figure 8-3: Peatlands Study Area, Page 107 (PDF Page 155)		<p>In place of this Figure, there is a placeholder that refers to Technical Support Documents (Appendix I) for visualization of Spatial Boundaries related to Peatlands.</p> <p>See Comment #9</p>
12.	8.1.5 Surface Water, Page 117 (PDF Page 165)	“Field investigations included flying over the area and conducting ground surveys at selected water crossings from 2019 to 2022.”	<p>Additional detail is required on how water crossings were selected for field investigation.</p> <p>Additional detail is also required on why field investigations were discontinued in 2022.</p> <p>See Comment #9</p>
13.	8.1.6.1 Fish Habitat Quantity and Quality Pages 122-123 (PDF 170-171)	“Ogoki River at Crossing RA-1-WC-05: ... Fish sampling was not conducted at this crossing but the fish community in the Ogoki River is well documented.”	<p>Field investigations between 2019 and 2022 excluded this crossing.</p> <p>Further field investigations are necessary to verify the existence of the listed species and to ascertain that their population sizes and seasonal patterns remain consistent.</p>
14.	8.1.6.1 Fish Habitat Quantity and Quality Pages 122-123 (PDF 170-171)	Ogoki River at Crossing RA1-WC-11: In-text reference: Government of Ontario 2015, Golder 2013; and “Fish sampling done in 2022...”	The fish listed to be found at this crossing by the sources Government of Ontario, 2015, and Golder, 2013 were not verified through fish sampling done between 2019-2022. Additional field investigations should be conducted to confirm the presence of the listed species to ensure those species are present with similar population sizes and seasonal usage.
15.	8.1.6.1 Fish Habitat Quantity and Quality Page 123 (PDF 171)	Albany River at Crossing RA1-WC-27: “An unknown mussel species was found at the crossing.”	Please provide information on whether these mussels will be evaluated to determine if they are invasive species, such as Zebra Mussels or Quagga Mussels.
16.	8.1.6.1 Fish Habitat Quantity and Quality Page 123 (PDF 171)	Albany River at Crossing RA1: In-text reference: Government of Ontario 2015, Golder 2013; and MFFN 2021	The fish listed to be found at this crossing by the sources Government of Ontario, 2015, and Golder, 2013 were not verified through fish sampling done in 2021. Additional field investigations should be conducted to confirm the presence of the listed species to



Comment #	Reference Section	Reference Details	Comment
			ensure those species are present with similar population sizes and seasonal usage.
17.	8.1.6.1 Fish Habitat Quantity and Quality Page 126 (PDF 174)	Ogoki River at Crossing RA4B-WC-01: In-text references: Government of Ontario 2015, Golder 2013; "Fish sampling was not conducted at this crossing because it would have fallen during a restricted activity window, however it is assumed that the populations are similar to those found at Ogoki River at Crossing RA1-WC-11 (above)."	The investigation period is specified as occurring between 2019 and 2022. Kindly confirm whether this entire timeframe fell under a restricted activity window. If not, why was the investigation of this crossing not completed during any other time within the 2-year investigation period?
18.	8.1.6.1 Fish Habitat Quantity and Quality Pages 126-127 (PDF 174-175)	Albany River at Crossing RA4-WC-34: In-text references: Government of Ontario 2015, Golder 2013; "Fish sampling involved setting minnow traps; no fish were captured."	The fish listed to be found at this crossing by the sources Government of Ontario, 2015, and Golder, 2013 were not verified through fish sampling done in 2021 as the 2021 investigation using minnow traps resulted in no fish capture. The habitat for spawning and rearing was rated moderate to high for large fish species like Lake Sturgeon. Minnow traps are commonly used to catch small-bodied freshwater fish species. Could you please clarify why no methods for large-bodied fish were implemented during the 2021 fish investigation? Will additionally investigations at this water crossing be completed to verify the older data used to report on species presence?
19.	Table 8-10 Pages 132-137 (PDF 180-185)	(g) Valued Component fish species	Four fish were chosen as Valued Components (VCs) to represent the 37 fish species found in the Local Study Area. However, there was no representative VC selected for baitfish such as the fathead minnow. Brook trout, which as assumed to be



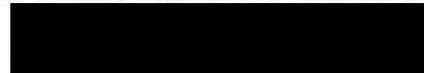
WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
			representative of small-bodied fish such as the fat head minnow are larger carnivorous fish whereas minnows are smaller omnivorous fish; therefore, a representative VC should have been selected. Please provide rationale for no VC for small baitfish.
20.	8.1.8 Peatlands, Page 150 (PDF Page 198)	“At the time of writing the Draft Environmental Assessment / Impact Statement, the peatland existing conditions information was not available to summarize. The full Peatlands Technical Support Document can be found in Appendix I . A summary will be provided in the Final Environmental Assessment / Impact Statement.”	See Comment #9
21.	8.2.7 Ungulates, Page 242 (PDF Page 290)	“Caribou and moose are culturally and traditionally important for Marten Falls First Nation. Moose meat is commonly shared with family, Elders, and community members, and almost all parts of the moose are used for different purposes (Marten Falls First Nation, 2023).”	Caribou is of importance to Weenusk First Nation. Weenusk First Nation has requested that a caribou monitoring program be implemented as part of this project in their Weenusk Existing Conditions Report. Please update this section to reflect information from Weenusk First Nation.
22.	8.2.7.2 Moose Page 257 (PDF 305)	“No such habitats have been recorded in the moose Local Study Area, but they likely exist and just haven’t been documented yet.”	What measures will Marten Falls implement to ensure the documentation of described habitats? Additionally, what strategies are in place to verify the presence of these habitats?
23.	8.2.8.6.1 Pits and Quarries Pages 276-277 (PDF 324-325)	Several of the potential pit areas have not been verified for their properties.	What processes will Marten Falls undertake to ensure fulsome documentation of potential pit areas?



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
24.	8.2.8.7.4 Soil Sensitivities Page 302 (PDF 350)	“Water erosion risk wasn’t calculated for open water, rock, human-made materials, or organic soils, which make up 66.2 percent of the Local Study Area.”	Given that open water, rock, human-made materials, and organic soils constitute a significant portion of the Local Study Area, what was the rationale for not calculating the water erosion risk?
25.	8.2.8.7.5 Soil Sensitivity to Acidification Page 304 (PDF 352)	“Since there are few bogs or poor fens in the Local Study Area...”	Page 190 indicates that fens make up 37% of the Local Study Area (LSA). Please provide detail on how these fens were determined to be poor quality.
26.	Table 8-52: Indigenous Knowledge of People, Page 309 (PDF Page 357)	“The information, some of which is confidential, that has been used to inform this Draft Environmental Assessment / Impact Statement related to the people disciplines is summarized in Table 8-52. ”	This table does not include any information from Weenusk First Nation despite submission of the Weenusk First Nation Existing Conditions Report. Please update this table and the EA/EIS to include information provided by Weenusk First Nation.
27.	Table 8-53: Valued Components of People, Page 311 (PDF Page 359)		This table includes a placeholder for valued components for Aboriginal and / or Treaty Rights and Interests. Please note that Weenusk First Nation identified six VCs within the Weenusk First Nation Existing Conditions Reporting: Weenuski Inninowuk Identity, Intact Environment, Harvesting and Harvested Foods, Stewardship of the Environment, Governance and Important Sites on the Landscape. These can be used to update the final EA/IS.
28.	Table 8-53: Valued Components of People Page 312 (PDF 360)	Valued Component: Cultural Heritage	Indicators for this VC should include access to culturally significant landscapes. Measures of change should involve alterations in access to these culturally significant landscapes.
29.	Table 8-53: Valued Components of People, Page 315 (PDF Page 363)	Community Well-Being:	See Comment #9



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		Refer to the detailed Technical Support Document in Appendix T .	
30.	Table 8-53: Valued Components of People, Page 315 (PDF Page 363)	Visual Refer to the detailed Technical Support Document in Appendix V .	See Comment #9
31.	Figure 8-51: Aboriginal and/or Treaty Rights Study Area Page 318 (PDF 366)	"[Placeholder: Refer to the detailed Technical Support Document in Appendix O]"	See Comment #9
32.	Figure 8-55: Community Well-Being Study Area Page 322 (PDF 370)	"[Placeholder: Refer to the detailed Technical Support Document in Appendix T]"	See Comment #9
33.	Figure: 8-57: Visual Environment Project Study Area and Regional Study Area Page 324 (PDF 372)	"[Placeholder: Refer to the detailed Technical Support Document in Appendix V]"	See Comment #9
34.	8.3.4 Aboriginal and/or Treaty Rights and Interests Page 325 (PDF 373)	"This assessment includes several steps, which will be detailed in the Final Environmental Assessment / Impact Statement."	See Comment #9
35.	8.3.4 Aboriginal and/or Treaty Rights and Interests Page 325 (PDF 373)	"The initial data collection for Aboriginal and / or Treaty Rights was obtained by assessing the current state of valued	Details from the Weenusk First Nation Existing Conditions Report were not included in the EA/IS and were not considered in the current state. Please update the EA/IS to include details from Weenusk First Nation's Existing Condition Report.



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		<p>components such as Indigenous Current Use of Land and Resources for Traditional Purposes, Cultural Continuity, and Well-Being. Efforts to incorporate insights from engaged Indigenous communities, included organizing two forums for discussion.”</p>	
<p>36.</p>	<p>8.3.4 Aboriginal and/or Treaty Rights and Interests Page 325 (PDF 373)</p>	<p>“At a later date, each of the 23 Indigenous communities will be issued a Preliminary Aboriginal and / or Treaty Rights and Interests Existing Conditions and Impact Assessment Report. Our intention is for Indigenous communities to first review this Draft Environmental Assessment / Impact Statement.”</p>	<p>While the intention to review the draft ATRI report is noted, the draft EA/IS has many aspects that are incomplete. This means review is difficult, requires cross reference, or the necessary details are not present.</p> <p>See Comment #9</p>
<p>37.</p>	<p>8.3.5.2 Noise Page 362 (PDF 375)</p>	<p>Table 8-55 Noise Monitoring and Measurement Locations</p>	<p>Short term measurements of 20 minutes are briefer than is typical for assessment of noise levels which, in most cases, require samples of 1 hour.</p> <p>Please indicate how 20 minutes can effectively characterize noise sources or events in proximity</p>
<p>38.</p>	<p>8.3.6 Cultural Heritage and Archaeology Page 332 (PDF 380)</p>	<p>“The Stage 1 and 2 archaeological assessment reports for the Community Access Road have been shared with neighbouring Indigenous communities, and feedback has</p>	<p>Section 8.3 mentions feedback received by Indigenous communities, but does not list this feedback, or the Nations that provided it.</p> <p>Please provide details on the feedback provided and how it was addressed in the EA/IS.</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		been received from some communities.”	
39.	8.3.6.6.3 Stage 2 Archaeological Assessment Page 347 (PDF 395)	“Therefore, only two of the nine river crossings were assessed in the fall of 2019...”	Please clarify if the additional seven river crossings will be assessed later during the field investigation and whether this information will be included in the final EA/IS.
40.	8.3.6.7 Cultural Heritage Existing Conditions Page 349 (PDF 397)	“The Proponent team will continue to work with members of Marten Falls First Nation to determine culturally important areas rather than relying on the standard procedures to document existing conditions as prescribed by the Province.”	Weenusk First Nation seeks further involvement in determining culturally significant areas - as capacity allows.
41.	8.3.8 Community Well-Being Pages 362-363 (PDF 410-411)	“At the time of writing the Draft Environmental Assessment / Impact Statement Report, Community Well-Being information was not available to summarize.”	See Comment #9
42.	8.3.9.7 Extractive Resource Industry Page 370 (PDF 418)	“Highway 11 is being realigned to support the Community Access Road development and operation.”	Currently, the realignment of highway 11 is not included on the cumulative effects project inclusion list (page 71 and 72). Please update the Project Inclusion List to include this project.
43.	8.3.10 Visual Environment Page 372 (PDF 420)	“At the time of the Draft Environmental Assessment / Impact Statement, the visual existing conditions information was not available to summarize.”	See Comment #9
44.	Figure 9-3: Peatlands Effects Assessment Local and	Figure 9-3: Peatlands Effects Assessment Local and Regional Study Area	See Comment #9



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
	Regional Study Areas, Page 380 (PDF Page 428)	[Placeholder: Refer to the detailed Technical Support Document in Appendix I]	
45.	Surface Water and Sediment Quality	Full Section	<p>See Comment #9</p> <p>The EA/IS should detail the adverse effects on valued components for evaluating mitigation measures. This has not been done.</p> <p>Please see the Tailored Impact Statement Guidelines Page 86 - 88 for full requirements of information required to assess effects to the Surface Water and Sediment VC.</p>
46.	Surface Water and Sediment Quality	Full Section	<p>There is insufficient detail within this section to evaluate the significance rating.</p> <p>See Comment #9</p>
47.	Table 9-6: Summary of Residual Effects for Surface Water All		<p>Mitigation measures are actions implemented to lessen the severity of impact. Compliance with established regulations is required and part of standard project design. Standard project design elements should not be considered mitigation measures.</p> <p>Please update the EA/IS to identify project design components, where applicable, and not as mitigation measures.</p>
48.	Table 9-6: Summary of Residual Effects for Surface Water, Page 394 (PDF Page 442)	“Chemical vegetation maintenance, including the use of pesticides and herbicides, will be in accordance with the Ministry of Transportation requirements and / or Pesticide Act and Regulations (Government of Ontario, 1990j), as applicable, noting that the use will be reserved for situation that cannot be managed by other	<p>Within the Weenusk First Nation Existing Conditions Report, it was noted that 88.5% of Respondents would not harvest in areas where pesticide or herbicide was applied.</p> <p>Weenusk requires notification in the event of pesticide or herbicide usage to ensure Weenusk land users are aware. This notification must include locational and timing details.</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		methods and the use of herbicide will be restricted around sensitive area (for example, wetlands).”	
49.	Table 9-6: Summary of Residual Effects for Surface Water Page 396 (PDF 444)	Valued Component: Surface Water Quality, Sediment Quality Project Phase: Construction Description of Potential Effect: Changes to surface water quality and sediment quality from the wash-off of organic debris to nearby waterbodies and/or increased rates of erosion in disturbed and exposed areas with sediment transport and delivery to adjacent waterbodies	There is no “Predicted Residual Effect” details listed. Please update or indicate that this is a continuation of the table on the previous page as all other table cells have repeated details except this one.
50.	9.3.3 Fish and Fish Habitat, All		See Comment #9 The EA/IS should detail the adverse effects on valued components for evaluating mitigation measures. This has not been done. Please see the Tailored Impact Statement Guidelines Page 86 - 88 for full requirements of information required to assess effects to the Fish and Fish Habitat VC.
51.	9.3.3 Fish and Fish Habitat, All		See Comment #9
52.	Table 9-10: Summary of Residual Effects for Fish and Fish Habitat, All		Mitigation measures are actions implemented to lessen the severity of impact. Compliance with established regulations is required and part of standard project design. Standard project design elements should not be considered mitigation measures. Please update the EA/IS to identify project design components, where applicable, and not as mitigation measures.



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
53.	Table 9-10: Summary of Residual Effects for Fish and Fish Habitat, Page 407 (PDF Page 455)	Complete work as quickly as possible to shorten the duration of disturbance.	<p>The EA/IS does not include sufficient details for Weenusk First Nation to understand the duration of disturbance to evaluate whether this mitigation measure would be effective in addressing changes to fish habitat quantity and quality through physical alterations of waterbodies.</p> <p>See Comment #9</p>
54.	Table 9-10: Summary of Residual Effects for Fish and Fish Habitat, Page 408 (PDF Page 456)	“Avoid constructing in sensitive habitats (for example, spawning areas, groundwater upwellings) where feasible.”	<p>Please identify how sensitive habitats will be identified prior to construction as sufficient detail is not included in the EA/IS document.</p> <p>See Comment #9</p>
55.	Table 9-10: Summary of Residual Effects for Fish and Fish Habitat, Page 413 (PDF Page 461)	“Do not use herbicides during future maintenance.”	<p>This is contradictory to the mitigation listed for Surface Water and Sediment Quality which indicated that “Chemical vegetation maintenance, including the use of pesticides and herbicides, will be in accordance with the Ministry of Transportation requirements and / or Pesticide Act and Regulations (Government of Ontario, 1990j), as applicable, noting that the use will be reserved for situation that cannot be managed by other methods and the use of herbicide will be restricted around sensitive area (for example, wetlands).”</p> <p>Specify the approach to herbicide and adjust mitigation accordingly.</p>
56.	Table 9-10: Summary of Residual Effects for Fish and Fish Habitat Page 415 (PDF 463)	Project Phase: Construction Description of Potential Effect: Changes to fish habitat quantity and quality from the placement of waterbody crossing structures and changes in channel morphology	<p>The third row of Table 9-10 on this page has Predicted Residual Effect listed as “Not Applicable” for multiple criteria.</p> <p>Additional details are required, and residual effects criteria must be evaluated and included for Magnitude, Geographic Extent, Duration, Frequency, Reversibility, Probability, Significance, and Uncertainty.</p> <p>See Comment #9</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
57.	Table 9-10: Summary of Residual Effects for Fish and Fish Habitat Page 419 (PDF 467)	Blasting-related injuries or mortality to fish.	<p>The claim that blasting causes no residual effect on fish is not sufficiently documented. Please update this section to provide adequate evidence for this finding.</p> <p>See Comment #9</p>
58.	Table 9-10: Summary of Residual Effects for Fish and Fish Habitat Page 419 (PDF 467)	Project Phase: Construction Description of Potential Effect: Changes to fish habitat quality from the deposition of air contaminants and fugitive dust emissions	<p>It is indicated here that there will be no residual effect. Much of the project construction and operation occurs around or within the boundaries of waterbodies. This contrasts with the finding of residual effects to peatlands due to fugitive dust emissions. Waterbodies do include less specialized ecosystems than Peatlands, but the finding of no residual effect is not substantiated through documentation to be deemed sufficient. Please update this section to adequately substantiate this finding.</p> <p>See Comment #9</p>
59.	Table 9-10: Summary of Residual Effects for Fish and Fish Habitat, Page 420 (PDF Page 468)	Changes to fish survival and reproduction from improved public access to recreational angling areas	<p>The residual effects criteria noted are conducive to a consideration of low to moderate significance. However, the predicted residual effect has ratings of “Not significant”.</p> <p>Please provide additional detail and rationale why, for this specific potential effect the rating was applied as such with the higher criteria ratings overall.</p> <p>See Comment #9</p>
60.	Table 9-10: Summary of Residual Effects for Fish and Fish Habitat, Page 421 (PDF Page 469)	<ul style="list-style-type: none"> “Wash, refuel, and service machinery to prevent any deleterious substances from entering a waterbody (DFO, 2023). 	<p>Please specify how the proposed mitigation measures will be monitored to ensure compliance, as there are no details provided in this section or the follow-up monitoring section.</p> <p>See Comment #9</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		<ul style="list-style-type: none"> Store fuel and other materials for the machinery in to prevent any deleterious substances from entering a waterbody (DFO, 2023)." 	
61.	9.3.4 Groundwater and Geochemistry, All		<p>See Comment #9</p> <p>The EA/IS should detail the adverse effects on valued components for evaluating mitigation measures. This has not been done.</p> <p>Please see the Tailored Impact Statement Guidelines Page 86 - 88 for full requirements of information required to assess effects to the Groundwater and Geochemistry VC.</p>
62.	Table 9-14: Summary of Residual Effects for Groundwater and Geochemistry Pages 428-433 (PDF 476-481)	"Predicted Residual Effect: No predicted residual effect"	<p>Several rows in Table 9-14 are indicated as having no predicted residual effect. There are no relevant details describing the potential impacts and why or why they are not considered residual. This leaves questions unanswered.</p> <p>See Comment #9.</p> <p>Currently, there is no information on whether extraction of aggregate material will include quarrying below the water table; there is no information on whether a site balance model was completed that incorporates groundwater fluxes for construction, operations, etc.; there is no discussion of spatial or temporal changes to groundwater quality at potential receptor locations – or indeed – discussion of receptors outside of baseline information. Overall, the EA/IS has insufficient information for Weenusk to review and provide critique of the conclusions.</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
63.	Table 9-14: Summary of Residual Effects for Groundwater and Geochemistry Pages 428 (PDF 476)	Permit or register water takings of more than 50,000 litres per day with the Ministry of the Environment, Conservation and Parks Permit to Take Water or Environmental Activity and Sector Registry programs.	As it is a requirement for water takings over 50,000 litres to access a permit or register the water taking, this cannot be included as a mitigation. Please adjust this measure to be part of project design. Please apply this comment to other standard requirements, permits, etc. throughout the EA/IS.
64.	Table 9-14: Summary of Residual Effects for Groundwater and Geochemistry Pages 432 (PDF 480)	“Road maintenance should be carried out according to best management practices such as those outlined by Best Practices for the Use and Storage of Chloride-Based Dust Suppressant (Environment Canada, 2007) to reduce the use of chemicals for dust control and minimize runoff of chemicals to the environment.”	Weenusk is concerned with the usage of chloride-based dust suppressants. Marten Falls must work to identify potential dust control alternatives and/or to mitigate the impacts that the use of chloride-based dust suppressants may have.
65.	Table 9-14: Summary of Residual Effects for Groundwater and Geochemistry Pages 432 (PDF 480)	Alternative chemicals or methods of dust control that pose less risk of runoff and infiltration should be considered for use.	Further exploration by Marten Falls is required to explore potential dust control alternatives and/or to mitigate the impacts that the use of chloride-based dust suppressants may have.
66.	9.3.5 Peatlands, Page 434 (PDF 482)	“At the time of writing the Draft Environmental Assessment / Impact Statement, the peatland effects assessment information was not available to summarize. The full Peatlands Technical Support Document can be found in Appendix I. A summary will be provided in the Final	See Comment #9



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		Environmental Assessment / Impact Statement.”	
67.	9.3.6.1 Determination of Significance, Page 434 (PDF Page 482)		<p>The Impact Assessment Agency of Canada has advised that significance should be assessed using a graded scale (e.g., negligible, low, moderate, high). Kindly provide a rationale for not adopting this graded scale of significance and opting instead for a binary classification.</p> <p>Weenusk First Nation feels that the binary approach does not allow for a reasonable weighing of all evidence and rationales of effect.</p> <p>Further, due to the lack of narrative within the EA/IS it is hard for Weenusk to evaluate the determination in a meaningful way.</p> <p>See Comment #9</p>
68.	9.3.6.2 Surface Water Page 434 (PDF 483)	“The magnitude of the predicted residual effects on surface water and sediment features are negligible in magnitude.”	<p>A negligible surface water magnitude rating indicates minimal variation, with hydrology staying within natural levels.</p> <p>There are limited details within the effects assessment to substantiate this magnitude rating.</p> <p>See Comment #9</p>
69.	9.3.6.2 Surface Water Page 435 (PDF 484)	“Residual effects on the surface water and sediment valued component were considered not significant as the residual effects were assessed negligible in magnitude, and they do not represent a substantial management concern.”	See Comment #68
70.	9.3.6.3 Fish and Fish Habitat Page 435 (PDF 483)	“Residual effects on the fish valued component were	The significance rating for fish and fish habitat must be reevaluated using a non-binary scale. Further, additional evaluation is required for



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		considered not significant as the residual effects were assessed negligible to medium in magnitude and they do not represent a substantial management concern.”	species of importance to Indigenous Nations in relation to their social and ecological contexts. See Comment #9
71.	9.3.6.4 Groundwater and Geochemistry Pages 435-436 (PDF 483-484)	“Residual effects on the groundwater valued component were considered not significant as the residual effects were not assessed as high in magnitude, long-term or permanent duration, irreversible...”	It is unreasonable that all residual effects criteria must be high or irreversible to allow for significance considerations. This is why the binary rating is problematic. This requires further consideration by the proponent and direction from the regulator.
72.	9.3.6.5 Peatlands, Page 436 (PDF Page 484)	“At the time of writing the Draft Environmental Assessment / Impact Statement, the peatland effects assessment information was not available to summarize. The full Peatlands Technical Support Document can be found in Appendix I. A summary will be provided in the Final Environmental Assessment / Impact Statement.”	See Comment #9
73.	9.4.2 Vegetation, Page 442 (PDF Page 490)		See Comment #9 The EA/IS should detail the adverse effects on valued components for evaluating mitigation measures. This has not been done. Please see the Tailored Impact Statement Guidelines Page 86 - 88 for full requirements of information required to assess effects to the Vegetation VC.



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
74.	Table 9-17: Summary of Residual Effects for Vegetation Page 449 (PDF 497)	Magnitude: Low - 2,309.3 hectares or 2 percent of the upland ecosystems within the effects assessment Regional Study Area will be directly affected. Loss of functional area might reduce the ability of remaining areas to carry out ecosystem functions.	<p>The local study area marks the expected boundary of direct effects from the community access road. Thus, vegetation impacts should be described within this area.</p> <p>Please provide the total amount of upland ecosystem within the local study area. Please further identify the percent of upland ecosystems that will be directly affected.</p> <p>Finally, please update the predicted residual effects using local study area parameters.</p> <p>This must be applied in all instances where the regional study area has been used within Table 9-17.</p>
75.	Table 9-17: Summary of Residual Effects for Vegetation Page 451 (PDF 499)	Valued Component(s): Riparian Ecosystems Project Phase: Construction Description of Potential Effect: Changes to Riparian Ecosystems as a result of direct vegetation loss	Please update the magnitude to reflect a higher-level magnitude, that appropriately fits descriptions and rationale as expressed in Table 9-16. Additionally, please update significance to align in a non-binary manner as per Impact Assessment Agency guidance documents.
76.	Table 9-17: Summary of Residual Effects for Vegetation Page 451 (PDF 499)	Valued Component(s): Designated Areas Project Phase: Construction Description of Potential Effect: Changes to Designated Areas as a result of direct vegetation loss	See Comment #75
77.	Table 9-17: Summary of Residual Effects for Vegetation Page 450 (PDF 498)	Valued Component(s): Wetland Ecosystem Project Phase: Construction Description of Potential Effect: Changes to Wetland Ecosystems	See Comment #75



Comment #	Reference Section	Reference Details	Comment
		as a result of direct vegetation loss	
78.	Table 9-17: Summary of Residual Effects for Vegetation Page 455 (PDF 503)	Valued Component(s): All Valued Components Project Phase: Construction Description of Potential Effects: Changes all vegetation valued components as a result of the introduction and spread of invasive plant species “Context: Limited existing human disturbance has resulted in limited potential for invasive species to be present in the Construction Disturbance Area. No invasive plant species were documented during field surveys.”	The language of “limited existing human disturbance has resulted in limited potential for invasive species” is misleading to the purpose of Predicted Residual Effects. Once project activities commence, the area will no longer have limited existing human disturbance, and the rate of potential invasive species may increase. Invasive species and their seeds (such as grasses) can be carried in vehicle tires, on vehicle bodies and via vehicle waste. Please adjust this language and the overall consideration of effects to include more in-depth consideration of invasive species. This will ensure the assessment is conservative in its findings.
79.	Table 9-17: Summary of Residual Effects for Vegetation Page 456 (PDF 504)	Valued Component(s): All Valued Components Project Phase: Operation and Maintenance Description of Potential Effects: Changes all vegetation valued components as a result of the introduction and spread of invasive plant species “Context: Limited existing human disturbance has resulted in limited potential for invasive species to be present in the Construction Disturbance Area.	See Comment #79



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		No invasive plant species were documented during field surveys.”	
80.	Table 9-17: Summary of Residual Effects for Vegetation Page 456 (PDF 504)	Valued Component(s): All Valued Components Project Phase: Construction Description of Potential Effects: Changes all vegetation valued components as a result of fragmentation and edge effects “... given that boreal forests are generally adapted to large-scale natural disturbances and are less influenced by fragmentation and edge effects than temperate and tropical forests.	Although boreal forests often undergo wildfires and other natural disturbances that can reduce the impact of human activities, it is still important to consider the resilience of this forest type and its effects on biodiversity. Please update the EA/IS to include detailed assessments of edge effects and management strategies for addressing these issues in the future.
81.	Table 9-17: Summary of Residual Effects for Vegetation Page 456 (PDF 504)	“As per the Ministry of Transportation Ontario’s Weed Control Maintenance Best Practice (MBP-320), weeds in the Construction Disturbance Area will be controlled using a combination of biological, chemical, cultural, manual, and mechanical control methods during Operation and Maintenance (Ministry of Transportation, Ontario 2003). <ul style="list-style-type: none"> Note that mechanical removal is the preferred approach, with chemical herbicides being reserved for situations 	Herbicide application can impact vegetation, in particular, plants that Indigenous harvesters and wildlife consume – in turn impacting the health of those harvesters and/or wildlife. The impact of herbicide use must be explored in an expanded EA/IS section in the final EA/IS. See Comment #9



Comment #	Reference Section	Reference Details	Comment
		<p>that cannot be managed any other way.</p> <ul style="list-style-type: none"> Herbicide use will be restricted around sensitive areas (for example, wetlands)” 	
82.	Table 9-17: Summary of Residual Effects for Vegetation Page 457 (PDF 505)	Valued Component(s): All Valued Components Project Phase: Construction Description of Potential Effects: Changes all vegetation valued components from the release of sediment during construction	<p>No predicted residual effects are listed. The project's activities, operation, and maintenance will increase exposure due to sediment release and dust deposition, which can accumulate on vegetation and affect the harvest of species used in traditional plant practices.</p> <p>Update the Predicted Residual Effects to include the impact of dust and sediment on traditional use plant species or add a separate Valued Component for this table.</p>
83.	Table 9-17: Summary of Residual Effects for Vegetation Page 457 (PDF 505)	Valued Component(s): All Valued Components Project Phase: Operation and Maintenance Description of Potential Effects: Changes all vegetation valued components from the release of sediment during construction	See Comment #82
84.	Table 9-17: Summary of Residual Effects for Vegetation Pages 458 (PDF 506)	“Adherence to federal and provincial regulations and guidelines regarding fuel and residue, chemical product, petroleum product, and hazardous substance collection and storage, use and handling, and disposal and treatment, such as the federal Transportation of Dangerous Goods Act, Ontario	<p>Mitigation measures are actions implemented to lessen the severity of impact. Compliance with established regulations is required and part of standard project design. Standard project design elements should not be considered mitigation measures.</p> <p>Please update the EA/IS to identify project design components, where applicable, and not as mitigation measures</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		Transportation of Dangerous Goods Act and the Ontario Environment Act.”	
85.	Table 9-17: Summary of Residual Effects for Vegetation Pages 459-460 (PDF 507-508)	Valued Component(s): All Valued Components Description of Potential Effect: Changes to all vegetation valued components as a result of increased access	As there are no effects assessment details within this Section, it is impossible to evaluate whether there will be an impact to vegetation availability for traditional purposes due to increased accessibility to the area. See Comment #9.
86.	Table 9-17: Summary of Residual Effects for Vegetation Pages 460 (PDF 508)	“Install access controls (for example, gates and boulders) to control public vehicle travel on some temporary access routes and trails.”	Access controls may affect the behavior of Indigenous harvesters, leading to increased avoidance of areas near gates on commonly used routes and trails. Within the Weenusk First Nation Existing Conditions Report it was noted that 88.5% of Respondents would not harvest in areas where gates are present. Additional detail is required on how the proponent has considered this unintended impact of implementing a gate.
87.	9.4.3 Wildlife, All		See Comment #9 The EA/IS should detail the adverse effects on valued components for evaluating mitigation measures. This has not been done. Please see the Tailored Impact Statement Guidelines Page 86 - 88 for full requirements of information required to assess effects to the Wildlife VC.
88.	Table 9-22: Summary of Residual Effects for Wildlife Pages 471-510 (PDF 519-558)	“A comprehensive list of mitigation measures ... is provided in the [name] Technical Support Document.”	See Comment #9.



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
89.	Table 9-22: Summary of Residual Effects for Wildlife Pages 475-476 (PDF 523-534)	Project Phase: Construction; Operation and Maintenance Description of Potential Effect: Increase in wildlife attractants-Attraction of wildlife to the Project site (for example, corvids to food waste or raptors to roadkill) may increase human-wildlife interactions and change predator-prey relationships, which can affect wildlife survival and reproduction	The long-term duration, continuous frequency, irreversibility of these potential effects do not align with a not significant rating and negligible magnitude. Instead, the proponent must consider using a scale of significance that can better reflect conditions.
90.	Table 9-22: Summary of Residual Effects for Wildlife Pages 476 (PDF 534)	“Blasting will be suspended within 4 kilometres of known or potential wolverine denning areas during the denning period to minimize sensory disturbances (January 15 to May 31). If timing windows cannot be adhered to, follow environmental approval conditions, permits, or authorizations issued for the Project, including those issued from Environment and Climate Change Canada, Ontario Ministry of Environment, Conservation and Parks, and Ontario Ministry of Natural Resources.”	Wolverines are sensitive to human disturbances and have denning periods from January to April. Blasting can affect denning, natal, and maternal periods due to noise and changes in air quality. Please indicate how wolverine denning areas will be identified to apply the 4-kilometre buffer.
91.	Table 9-22: Summary of Residual Effects for Wildlife Pages 479 (PDF 527)	Valued Component: Bats (little brown myotis and northern myotis)	Little Brown Myotis are not tolerant to human disturbance. This is especially true during hibernation periods.



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		<p>Description of Potential Effect: Sensory disturbance – Sensory disturbance (for example, lights, smells, noise, human activity) can alter bat habitat availability, use and connectivity (movement and behaviour), which can lead to changes in habitat availability and distribution and adversely affect survival and reproduction “Context: Generally tolerant to human disturbance such as noise associated with construction activities.”</p>	<p>Additionally, Northern Myotis are not highly tolerant of human disturbance and are more associated with natural, undisturbed habitats.</p> <p>Please update the context within this entry and the associated predicted residual effect as a result.</p>
<p>92.</p>	<p>Table 9-22: Summary of Residual Effects for Wildlife Pages 485 (PDF 533)</p>	<p>Valued Component: Furbearers (wolverine) Project Phase: Operation and Maintenance Description of Potential Effect: Increase in predator access – Increased access for predators (for example, coyote, wolf and black bear) may increase competition for prey and may increase predation risk and decrease survival and reproduction for wolverine</p>	<p>The permanent duration, continuous frequency, irreversibility of these potential effects does not align with the rating of “not significant” and negligible magnitude. The impact to wildlife species from increased predator/competitive interactions can compound over time. Please consider the magnitude and significance and consider applying a range of significance extents to more accurately reflect the variability of parameters.</p>
<p>93.</p>	<p>Table 9-22: Summary of Residual Effects for Wildlife Pages 487 (PDF 535)</p>	<p>“Herbicides will not be used during Operation and Maintenance.”</p>	<p>This mitigation and enhancement measure specifies that herbicides will not be used during operation and maintenance however, in the fish and fish habitat effects assessment it specifies that “As per the Ministry of Transportation Ontario’s Weed Control Maintenance Best Practice (MBP-320), weeds in the Construction Disturbance Area will</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
			<p>be controlled using a combination of biological, chemical, cultural, manual, and mechanical control methods during Operation and Maintenance”.</p> <p>Clarify the approach and adjust the mitigation and enhancement measures accordingly. This is necessary for all of Table 9-22, where herbicide is repeatedly noted as not used during operations and maintenance.</p>
94.	9.4.4 Birds, All		<p>See Comment #9</p> <p>The EA/IS should detail the adverse effects on valued components for evaluating mitigation measures. This has not been done.</p> <p>Please see the Tailored Impact Statement Guidelines Page 86 - 88 for full requirements of information required to assess effects to the Birds VC.</p>
95.	Table 9-25: Summary of Residual Effects for Birds Pages 531-600 (PDF 579-648)	Mitigation and Enhancement Measures: “See [Section Name] mitigation measures for [Potential Effect] ...”	<p>Much of this table references various other sections of the EA for Mitigation and Enhancement Measures.</p> <p>See Comment #9.</p>
96.	Table 9-25: Summary of Residual Effects for Birds Pages 531-600 (PDF 579-648)	Magnitude Levels	<p>The table includes descriptions and rationales for the magnitude of each Valued Component, Project Activity, and Project Phase. No magnitude levels (e.g., low, moderate, high) are provided. Please give provide magnitude levels for each row in Table 9-25 that align with Table 9-24: Bird Magnitude Definition.</p>
97.	Table 9-27: Summary of Residual Effects for Ungulates Pages 609-657 (PDF 657-705)	“No predicted residual effect.”	<p>For many Valued Component, Project Activity, Project Phase, etc. in this table, no predicted residual effects are listed. Please update to include the predicted residual effects criteria used to reach this conclusion for evaluation.</p> <p>See Comment #9.</p>



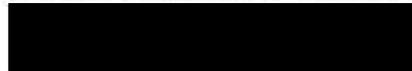
WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
98.	9.4.5 Ungulates, All		<p>See Comment #9</p> <p>The EA/IS should detail the adverse effects on valued components for evaluating mitigation measures. This has not been done.</p> <p>Please see the Tailored Impact Statement Guidelines Page 86 - 88 for full requirements of information required to assess effects to the Ungulates VC.</p>
99.	Table 9-27: Summary of Residual Effects for Ungulates Pages 626-628 (PDF 674-676)	<p>Valued Component: Woodland Caribou Project Phase: Construction, Operation and Maintenance Description of Potential Effect: Sensory disturbance – (for example, lights, smells, noise, human activity) can later ungulate habitat availability, use and connectivity (movement and behaviour), which can lead to changes in abundance and distribution and adversely affect survival and reproduction Significance: Not Significant</p>	<p>As previously stated in the Construction Phase for the same Valued Component and within the Description of Potential Effect,” The Nipigon range already exceeds the disturbance threshold established by Environment and Climate Change Canada, so any additional habitat loss is considered significant.”</p> <p>The description of this Predicted Residual Effect outlines the extent to which the Construction Disturbance Area will no longer be regarded as functional habitat.</p> <p>Weenusk understands non-functional habitat to be areas that are unsuitable or no longer provide the necessary resources and conditions for caribou to thrive.</p> <p>Due to the addition of non-functional habitat (e.g., 27,020 hectares from ambient noise, smells and light spill) to the already noted Construction Disturbance Area, the significance for this Predicted Residual Effect should be reevaluated and have a low to moderate significance applied.</p>
100.	Table 9-27: Summary of Residual Effects for Ungulates Pages 631 (PDF 679)	<p>“Increased predator access— increased access for predators (for example, wolf and black bear) and prey may increase predation risk and decrease</p>	<p>This is not a mitigation measure, rather a statement of an indirect project effect which may occur. Please provide a relevant mitigation measure to address increased predator access.</p> <p>See Comment #9.</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		survival and reproduction for moose and caribou.”	
101.	9.7 Assessment of Significance, Page 670 (PDF Page 718)		<p>The Impact Assessment Agency of Canada has advised that significance should be assessed using a graded scale (e.g., negligible, low, moderate, high). Kindly provide a rationale for not adopting this graded scale of significance and opting instead for a binary classification.</p> <p>Weenusk First Nation feels that the binary approach does not allow for a reasonable weighing of all evidence and rationales of effect.</p> <p>Further, due to the lack of narrative within the EA/IS it is hard for Weenusk to evaluate the determination in a meaningful way.</p> <p>See Comment #9</p>
102.	9.4.7.2.2 Furbearers (Wolverine), Page 671 – 672 (PDF Page 719 – 720)	Due to the high level of uncertainty (in other words, low prediction confidence) about how wolverines will respond to the Community Access Road once constructed and in the ability to avoid or mitigate the magnitude of these effects on the regional wolverine population, a precautionary approach was applied, and it is anticipated that the Project effects may be significant to the sustainability of the population in the effect assessment Regional Study Area.	It is recommended that the proponent implement robust monitoring of wolverine to ensure any population effects are tracked and can be managed adaptively.



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
103.	Table 9-31: People Study Area, Page 687 (PDF Page 735)		<p>Please ensure the Study Areas for Aboriginal and Treaty Rights and Interests is available and included in the final EA/IS to allow for fulsome consideration.</p> <p>See Comment #9.</p>
104.	9.5.2 Aboriginal and Treaty Rights and Interests, Page 689 (PDF Page 737)	<p>“As described in Section 8.3.4, each of the 23 Indigenous communities listed in Section 11.2 will be issued a Preliminary Aboriginal and / or Treaty Rights and Interests Existing Conditions and Impact Assessment Report. Marten Falls First Nation’s intention is for Indigenous communities to first review this Draft Environmental Assessment / Impact Statement. The feedback will be included as a summary in the Final Environmental Assessment / Impact Statement while keeping information confidential and will be developed based on dialogue with Indigenous communities and a literature review of publicly available documents.”</p>	<p>While the intention to review the draft ATRI report is noted, the draft EA/IS has many aspects that are incomplete. This means review is difficult, requires cross reference, or the necessary details are not present.</p> <p>See Comment #9</p>
105.	9.5.3 Acoustic Environment, All		<p>See Comment #9</p> <p>The EA/IS should detail the adverse effects on valued components for evaluating mitigation measures. This has not been done.</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
			Please see the Tailored Impact Statement Guidelines Page 86 - 88 for full requirements of information required to assess effects to the Acoustic Environment VC.
106.	Table 9-36: Summary of Residual Effects for Acoustic Environment Page 695 (PDF 743)	Valued Component: Noise Significance: Not significant	As previously stated in the EA/IS, there is relatively little human disturbance in the Project Area; existing day and night noise levels are lower than that of populated areas (Table 9-33) for much of the Project Area. As such, any alteration to existing conditions (with a high magnitude, as depicted), could have a significant residual effect on the area. Additional consideration and discussion of this significance rating must be undertaken.
107.	Table 9-36: Summary of Residual Effects for Acoustic Environment Page 695 (PDF 743)	Valued Component: Noise Reversibility: Reversible	Considering the length of construction and the lifespan of the project, noise will be ongoing (even if intermittent). It is not possible to reverse the long-term effects of sound with a permanent project lifespan. Please provide additional rationale for this residual effect rating. See Comment #9.
108.	9.5.6 Community Well-Being Page 740 (PDF 788)	"At the time of writing the Draft Environmental Assessment / Impact Statement, Community Well-Being was not available to summarize."	See Comment #9.
109.	9.5.8 Visual Environment Page 705 (PDF 798)	"At the time of writing the Draft Environmental Assessment / Impact Statement, information from visual was not available to summarize."	See Comment #9.
110.	6.0 Methods 6.8 Cumulative Effects 10. Cumulative Effects	"The Impact Assessment Act (Government of Canada, 2024a) requires that each environmental assessment of a project consider	Could you please specify whether the Impact Assessment Act or the Canada Environmental Assessment Act was used as the standard for guiding the assessment of cumulative effects?



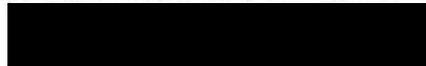
WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		<p>any cumulative environmental effects that are likely to result from the project in combination with the environmental effects of other physical activities that have been or will be carried out in the region.”</p> <p>“The Canadian Environmental Assessment Act, 2012 (Government of Canada, 2017b) requires that each Environmental Assessment of a project take into account any cumulative environmental effects that are likely to result from the project in combination with the environmental effects of other physical activities that have been or will be carried out.”</p>	
111.	Executive Summary 10. Cumulative Effects	This section describes three components of a cumulative effects assessment. One of these components is “temporal overlap”, described as: “When one activity happens at the same time as another activity...”	<p>Cumulative effects assessments must consider interactions between the residual effects of this Project and past projects.</p> <p>It is inadequate to presume that the residual effects of previous projects are encapsulated within the current conditions. This assumption leads to a sliding baseline effect, resulting in inaccurate predictions of impacts and cumulative effects.</p> <p>Please update this section with additional details. See Comment #9.</p>
112.	10. Cumulative Effects 10.2 Water, Page 778 (PDF Page 826)	Temporal boundaries are defined by Project phase and used to	While scoping the three factors for cumulative effects assessments is helpful for assessing Project interactions with other projects in the area; limiting temporal boundaries to Project phases can create



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		determine temporal boundary overlap with other projects.	inaccuracies in predictions for temporal overlap between project residual effects. Please update to evaluate a more comprehensive timescale.
113.	10. Cumulative Effects 10.2.3 Fish and Fish Habitat, Page 779 (PDF Page 827) And 10.2.3.1 Determination of Significance	<p>“Two residual effects were carried forward to the cumulative effects assessment... Overall, the Valued Component fish populations are expected to remain self-sustaining and ecologically effective.”</p> <p>“Overall, the Valued Component fish populations are expected to remain to be self-sustaining and ecologically effective; therefore, the predicted cumulative effects on fish and fish habitat are assessed as not significant.”</p>	<p>Significance determinations throughout the cumulative effects section are made with little to no assessment present for consideration. There must be a description or demonstration of how the residual effects from this Project on fish and fish habitat will interact from the residual effects of other projects on fish and fish habitat in the area.</p> <p>See Comment #9.</p>
114.	10. Cumulative Effects 10.2.4 Groundwater and Geochemistry	All	This section presents an extensive and thorough cumulative effects assessment, which should be incorporated into the remainder of the Valued Components analysis.
115.	10. Cumulative Effects 10.2.4 Groundwater and Geochemistry, Page 783 (PDF Page 831)	“At the junction between the Project and the Northern Road Link it could be possible for slightly increased cumulative effects to occur locally since three road segments would be joining however these effects would still be characterized the same as the residual effects and managed	<p>Please provide a justification for this finding as impacts could interact at a local level and compound to create a cumulative impact.</p> <p>See Comment #9.</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		with the same monitoring and mitigation plans.”	
116.	10. Cumulative Effects 10.2.4 Groundwater and Geochemistry, Page 783 (PDF Page 831)	“Due to temporal separation of the construction phase of each project, the cumulative impacts from the two projects combined were generally assessed to have the same characteristics as the residual effects of each project.”	<p>Impacts occurring within the construction phase of a project can persist into the operations and maintenance phase.</p> <p>Please elaborate on the predicted duration of these effects (from both the MFCAR Project and assumed from the Rapid Lynx Broadband project) to support this justification.</p> <p>The same should be carried forward for each Valued Component and residual effect.</p> <p>See Comment #9.</p>
117.	10.3.2 Vegetation, Page 792 (PDF Page 840)	“Overall, the vegetation ecosystems and plant populations are expected to remain self-sustaining and ecologically effective within the effects assessment Regional Study Area.”	<p>There must be a description or demonstration of how the residual effects from this Project on vegetation will interact from the residual effects of other projects on vegetation in the area. It is not sufficient to only state no significant changes will occur and that vegetation ecosystems will remain self-sustaining.</p> <p>See Comment #9.</p>
118.	10.3.3 Wildlife, Page 796 (PDF Page 844)	“The addition of the Project and past, present and reasonably foreseeable developments is expected to result in effects on little brown myotis and northern myotis...”	<p>Previous sections note that cumulative effects assessments only considered current and foreseeable developments.</p> <p>Are past projects included in the cumulative effects assessment or only in the effects assessment?</p>
119.	10.3.3 Wildlife, Page 797 (PDF Page 845)	“...the weight of evidence from the analysis predicts that the changes to little brown myotis and northern myotis habitat availability, distribution, and population survival and	<p>Were resilience and adaptability limits or other such thresholds identified for other indicator species or Valued Components?</p> <p>If included, incorporate this in the cumulative effects assessment. If not, explain the impact on uncertainty and prediction confidence.</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		reproduction are expected to remain within the resilience and adaptability limits of the regional populations...”	
120.	10.4.8 Land and Resource Use, Page 837 (PDF Page 885).	All	Weenusk identified a [REDACTED] [REDACTED] Was the potential for impacts or residual impacts to Weenusk’s caribou hunting assessed?
121.	Table 11-3 Status of Neighbouring Indigenous Communities’ Participation in the Community Coordinator Program and Funding Offer for the Indigenous Knowledge Program, Page 856 (PDF Page 904)	Table states that Weenusk was uptake in the Community Coordinator Program and did not respond to the offer.	Weenusk First Nation has recently accepted the Community Coordinator Program offer. Please update this for the final EA/IS.
122.	Table 11-6 Summary of Input and Information Received from Indigenous Communities and Influence on Milestones 1, 2, and 3	All	Please separate the information provided by Indigenous communities regarding these milestones, if possible.
123.	11.7.6 Funding for Indigenous Communities	“The following 15 communities were offered the capacity funding...”	Weenusk First Nation has recently accepted the Community Coordinator Program offer. Please update this for the final EA/IS.
124.	12.1.4 Leveraging an Indigenous Climate Lens, Page 921 (PDF Page 969)	“Marten Falls First Nation has engaged with 22 Indigenous communities throughout the environmental assessment process. Five of these communities provided feedback on the climate change study...”	While Weenusk First Nation did not provide direct feedback on the climate change study, Weenusk did submit a “Weenusk First Nation Existing Conditions Report” which outlined observations and concerns related to climate change. This should be integrated and described within this section with reference to Weenusk First Nation where this information is used.



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
125.	Table 12-3: Construction Adaptation Measures and Expected Outcomes, Page 928 (PDF Page 976)	Illumination Challenges During Storms Adaptation Measures: "Utilize high-intensity or LED lighting systems"	<p>Please describe how Marten Falls plans to balance the use of high-intensity or LED lighting systems during storms while considering the potential impacts on Indigenous harvesters due to increased light emission near the road.</p> <p>Increased light can affect the activities of harvesters and land users on the land. It is important to balance their safety with their rights.</p>
126.	13.1.2.2 Operations, Page 935 (PDF Page 982)	"The Community Access Road will require consideration of the following safety and traffic management protocols: ..."	Please outline how Marten Falls will ensure the road owner follows the specified safety and traffic management protocols, considering that the ownership of the Community Access Road has not yet been decided.
127.	13.3 Contributions to Sustainability, Page 942 – 943 (PDF Page 991 – 992)	"The Assessment Process is a tool to ensure the sustainability of projects. The three principles of sustainability are environmental sustainability, social sustainability and economic sustainability. As part of the analysis, potential mitigation measures are used to attempt to balance environmental impacts against development / social gains."	<p>This section lacks discussion on how the roads could spur regional development and affect environmental and social sustainability.</p> <p>This project may enhance the sustainability of the Marten Falls community, but it is important to consider the road's effects on the broader regional environmental context.</p>
128.	14.1.1.3 Peatlands, Page 948 (PDF Page 996)	"At the time of writing the Draft Environmental Assessment / Impact Statement this information was not available to summarize. The full Peatlands Technical Support Document can be found in Appendix I . A summary will be provided in the Final Environmental Assessment / Impact Statement."	<p>Weenusk First Nation will comment on this summary section upon receiving the final Environmental Assessment/Impact Statement.</p> <p>See Comment #9.</p>



WEENUSK FIRST NATION

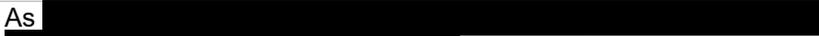


Comment #	Reference Section	Reference Details	Comment
129.	14.1.3.1 Aboriginal and / or Treaty Rights and Interests	“At the time of writing the Draft Environmental Assessment / Impact Statement this information was not available to summarize. Please refer to Section 8.3.4 for further information. A summary will be provided in the Final Environmental Assessment / Impact Statement.”	Weenusk First Nation will comment on this summary section upon receiving the final Environmental Assessment/Impact Statement. See Comment #9.
130.	14.1.3.6 Community Well-Being, Page 951 (PDF Page 999)	“At the time of writing the Draft Environmental Assessment / Impact Statement this information was not available to summarize. Please refer to Section 8.3.8 for further information. A summary will be provided in the Final Environmental Assessment / Impact Statement.”	Weenusk First Nation will comment on this summary section upon receiving the final Environmental Assessment/Impact Statement. See Comment #9.
131.	14.1.3.8 Visual Environment, Page 951 (PDF Page 999)	“At the time of writing the Draft Environmental Assessment / Impact Statement this information was not available to summarize. The full Visual Environment Technical Support Document can be found in Appendix V . A summary will be provided in the Final Environmental Assessment / Impact Statement.”	Weenusk First Nation will comment on this summary section upon receiving the final Environmental Assessment/Impact Statement. See Comment #9.
132.	14.2.1.4 Peatlands, Page 954 (PDF Page 1002)	“At the time of writing the Draft Environmental Assessment / Impact Statement this information was not available to summarize.	Weenusk First Nation will comment on this summary section upon receiving the final Environmental Assessment/Impact Statement. See Comment #9.



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		<p>The full Peatlands Technical Support Document can be found in Appendix I. A summary will be provided in the Final Environmental Assessment / Impact Statement.”</p>	
<p>133.</p>	<p>14.2.2.4 Ungulates, Page 958 (PDF Page 1006)</p>	<p>“If activity restrictions cannot be followed for construction activities, the Ministry of Environment, Conservation and Parks will be engaged to determine alternative approaches. This may include daily monitoring of caribou locations with collars and only commencing construction activities if collar data indicates that there are no caribou within pre-defined “cautionary zones” (pre-defined spatial buffer areas)”</p>	<p>If activity restrictions cannot be followed for construction activities, Weenusk should be informed of any alternate approaches considered by Marten Falls.</p>
<p>134.</p>	<p>14.2.2.4 Ungulates, Page 958 - 959 (PDF Page 1006 - 1007)</p>	<p>“During Construction, Operation and Monitoring, the following Before-After Control-Impact monitoring programs are potential approaches that could be discussed and evaluated during engagement and consultation:</p> <ul style="list-style-type: none"> • Deploying and maintaining Global Positioning System 	<p>As  Weenusk First Nation requires Marten Falls to commit to the deployment of GPS collars on adult female caribou. This will ensure sufficient information is collected on residences, seasonal movements, movement corridors, habitat requirements, and key habitat areas.</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		collars on adult female caribou...”	
135.	14.2.2.4 Ungulates, Page 958 - 959 (PDF Page 1006 - 1007)	<p>“During Construction, Operation and Monitoring, the following Before-After Control-Impact monitoring programs are potential approaches that could be discussed and evaluated during engagement and consultation:</p> <ul style="list-style-type: none"> • Remote camera monitoring at selected reference sites...” 	<p>As caribou are a species of importance to Weenusk and may migrate to and from Weenusk traditional areas, Weenusk First Nation requires Marten Falls to commit to the deployment and ongoing monitoring of remote cameras at selected reference sites as this can provide crucial data on predation risk and changes to movement over time.</p> <p>Additionally, please confirm how selected reference sites will be identified and how Weenusk information provided in the Weenusk First Nation Existing Conditions Report will be considered.</p>
136.	14.2.3.1 Aboriginal and / or Treaty Rights and Interests, Page 960 (PDF Page 1008)	“At the time of writing the Draft Environmental Assessment / Impact Statement this information was not available to summarize. Please refer to Section 8.3.4 for further information. A summary will be provided in the Final Environmental Assessment / Impact Statement”	<p>Weenusk First Nation will comment on this summary section upon receiving the final Environmental Assessment/Impact Statement.</p> <p>See Comment #9.</p>
137.	14.2.3.2 Acoustic and Vibration Environment, Page 960 (PDF Page 1008)	“A noise monitoring program is not recommended for the Project.”	The road will introduce traffic to a remote or rural area, potentially affecting wildlife and land users. Please specify why a noise monitoring program is not deemed necessary to ensure that noise levels do not exceed the predicted levels.
138.	14.2.3.6 Community Well-Being, Page 962 (PDF Page 1010)	“At the time of writing the Draft Environmental Assessment / Impact Statement, Community Well-Being information was not	<p>Weenusk First Nation will comment on this summary section upon receiving the final Environmental Assessment/Impact Statement.</p> <p>See Comment #9.</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		<p>available to summarize. This discipline includes information related to social, economics and human health. The full Community Well Being Technical Support Document can be found in Appendix T. A summary will be provided in the Final Environmental Assessment / Impact Statement.”</p>	
<p>139.</p>	<p>14.2.3.8 Visual Environment, Page 963 (PDF Page 1011)</p>	<p>“At the time of writing the Draft Environmental Assessment / Impact Statement this information was not available to summarize. The full Visual Environment Technical Support Document can be found in Appendix V. A summary will be provided in the Final Environmental Assessment / Impact Statement.”</p>	<p>Weenusk First Nation will comment on this summary section upon receiving the final Environmental Assessment/Impact Statement.</p> <p>See Comment #9.</p>
<p>140.</p>	<p>14.3.1.4 Peatlands, Page 965 (PDF Page 1013)</p>	<p>“At the time of writing the Draft Environmental Assessment / Impact Statement this information was not available to summarize. The full Peatlands Technical Support Document can be found in Appendix I. A summary will be provided in the Final Environmental Assessment / Impact Statement.”</p>	<p>Weenusk First Nation will comment on this summary section upon receiving the final Environmental Assessment/Impact Statement.</p> <p>See Comment #9.</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
141.	14.3.2.5 Physiography, Terrain and Soils, Page 969 (PDF Page 1017)	“The post-construction monitoring will occur within one full growing season after the completion of construction, but timing may be extended if needed.”	Weenusk First Nation requests a review of post-construction monitoring results for physiography, terrain, and soils due to the potential impact of erosion and sediment control on surface water, which is a matter of concern for the Nation.
142.	14.3.3.1 Aboriginal and / or Treaty Rights and Interests, Page 969 (PDF Page 1017)	“At the time of writing the Draft Environmental Assessment / Impact Statement this information was not available to summarize. Please refer to Section 8.3.4 for further information. A summary will be provided in the Final Environmental Assessment / Impact Statement.”	Weenusk First Nation will comment on this summary section upon receiving the final Environmental Assessment/Impact Statement. See Comment #9.
143.	14.3.3.2 Acoustic and Vibration Environment, Page 970 (PDF Page 1018)	“No operational monitoring for acoustic is recommended at this time.”	See Comment #137.
144.	14.3.3.6 Community Well-Being, Page 970 (PDF Page 1018)	“At the time of writing the Draft Environmental Assessment / Impact Statement this information was not available to summarize. Please refer to Section 8.3.8 for further information. A summary will be provided in the Final Environmental Assessment / Impact Statement.”	Weenusk First Nation will comment on this summary section upon receiving the final Environmental Assessment/Impact Statement. See Comment #9.
145.	Appendix I – Peatlands Table 7-4: Summary of Potential Effects, Mitigation Measures and Predicted Residual Effects on Peatland Ecosystems	Predicted Residual Effects	When predicted residual effects are identified, the descriptions of key factors such as Direction, Magnitude, Geographic Extent, Duration, Frequency, Reversibility, Probability, Significance, and Uncertainty are missing. This omission hinders a full understanding and assessment of these effects. Please update accordingly.



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
	Pages 136-146 (PDF 183-193)		See Comment #9.
146.	Appendix O – Aboriginal & Treaty Rights & Interests 9.6 Residual Effects Page 40 (PDF 50)	Residual Effects Assessment	No residual effects assessment has been completed for Aboriginal and Treaty rights and interests – this prevents a fulsome assessment. Please update with a detailed residual effects assessment. See Comment #9.
147.	Appendix R – Stage 2 Archaeological Assessment Page 16-18 (PDF 204-205)	“Location 2 is a campsite on exposed bedrock adjacent to a fishing location...the campsite retains cultural heritage value or interest. Location 2 has been registered with the MHSTCI as the Caviar (Elip-1) site...it is not yet evident that the level of cultural heritage value or interest may result in a recommendation to proceed to Stage 4 mitigation.”	Being that there was an archaeological site of potential Indigenous cultural heritage value or interest, avoidance and protection or Stage 4 mitigation is warranted. Weenusk First Nation seeks input on Stage 4 mitigation if the site cannot be avoided or protected, and requests to review the Stage 3 Archaeological Assessment, subject to our capacity.
148.	Appendix T – Community Wellbeing 7.1.1.18 Regional Economy Mitigation Page 202 (PDF 222)	“Enhancement measures focused on improving the regional economy include: <ul style="list-style-type: none"> Contractor should prioritize hiring Marten Falls First Nation and Aroland First Nation members, as well as other Indigenous community members...” 	Prioritized hiring methodologies do not provide a measurable way to assess achievement. It is recommended to establish specific targets for hiring Nation members from the Project Area. Additionally, are there objectives for how neighbouring Nations will be involved in the construction, operation, and maintenance of the Project? Please clarify.
149.	Appendix T – Community Wellbeing	Predicted Residual Effects	When predicted residual effects are identified, descriptions of Direction, Magnitude, Geographic Extent, Duration, Frequency, Reversibility, Probability, Significance and Uncertainty are not listed.



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
			<p>This makes it difficult to fully understand and assess residual effects. Please update.</p> <p>See Comment #9.</p>
150.	Appendix F - Draft Surface Water Technical Support Document: Existing Conditions and Effects Assessment, 7.3.2.6 Residual Changes to Surface Water Quality from the Emission and Deposition of Airborne Particulate Matter to Nearby Waterbodies, Page 167 – 168 (PDF Page 183 – 184)	Draft Surface Water Technical Support Document: Existing Conditions and Effects Assessment, because deposition of fugitive dust could result in changes to surface water quality due to increased concentrations of chemical constituents and suspended solids in the receiving waterbodies.	Further information is needed on how the proponent will reduce dust-generating activities. Adhering to provincial guidelines and regulations is considered a minimum standard and does not qualify as additional mitigation to lessen the level of impact.
151.	Appendix F - Draft Surface Water Technical Support Document: Existing Conditions and Effects Assessment, 7.3.1.8.2 Mitigation and Enhancement Measures, Page 134 (PDF Page 150)	“Chemical vegetation maintenance, including the use of pesticides and herbicides during construction of the Project will be in accordance with the Ministry of Transportation requirements...”	Chemical vegetation maintenance is noted within the Weenusk First Nation Existing Conditions Report as a key concern with 88.5% of respondents indicating they would not harvest in areas where this has been undertaken. Additional engagement is required in the event of chemical vegetation maintenance usage.
152.	Appendix I: Draft Peatlands Technical Support Document: Existing Conditions & Effects Assessment, Page 105 (PDF Page 151)	“It is conservatively assumed that the entire effects assessment Construction Disturbance Area will be cleared, resulting in the following direct loss of peatland ecosystems:	<p>The removal of any peatland has a significant implication to climate change, biodiversity loss, water quality issues. Etc. Within the Weenusk First Nation Existing Conditions Report, a respondent noted that the peatlands clean out the air for the whole world.</p> <p>They act as carbon sinks, storing more carbon than any other land ecosystem. Additional detail is required on how the direct loss of</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		<ul style="list-style-type: none"> • 2,150.6 of peatland ecosystems, which equates to 3% of the peatland ecosystems within the effects assessment Local Study Area and <1% of peatlands within the effects Assessment Regional Study Area.” 	<p>peatland has been considered for climate change and potential release of stored carbon as greenhouse gas?</p>
<p>153.</p>	<p>Appendix I: Draft Peatlands Technical Support Document: Existing Conditions & Effects Assessment, Page 135 (PDF Page 181)</p>	<p>“Prepare and Implement a Vegetation Restoration Plan that includes measures specific to peatland communities and peatland, restoration, including peat stockpile management.”</p>	<p>To ensure the effectiveness of peatland restoration, it is essential to conduct long-term monitoring. This process will provide insights into the outcomes of restoration efforts and inform future initiatives.</p> <p>How will Marten Falls ensure the future operator of the road will be committed to the necessary monitoring.</p> <p>In peatland restoration, vascular plants often recover faster than bryophytes. How will Marten Falls ensure recovery to pre-disturbance conditions for all plant types?</p> <p>Additionally, two road segments have been proposed: the Northern Road Link and Webequie Supply Road. Coordination is needed for peatland recovery to ensure a comprehensive conservation approach.</p>
<p>154.</p>	<p>Appendix I: Draft Peatlands Technical Support Document: Existing Conditions & Effects Assessment, 7.3.2.1 Residual Effects on the Availability and Distribution of Peatland Ecosystems as a Result of Direct Peatland</p>	<p>“After implementation of the mitigation measures, the effects of direct peatland ecosystem loss on the availability and distribution of peatland ecosystems will be permanent (irreversible) and long term in duration. The effects are certain to occur, and the changes are negative; however,</p>	<p>Weenusk First Nation disagrees with the characterization of the residual effect to peatland as not significant based solely on a low magnitude.</p> <p>While the effect to Peatlands may be negligible on its own, of which NATION does not agree, it could be amplified with other physical activities impacting the same valued component (i.e., the Northern Road Link and Webequie Supply Road).</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
	Loss, Page 147 (PDF Page 195)	because the loss will be relatively small in extent, the magnitude if considered low . As a result, the residual effects of direct peatland loss on the availability and distribution of peatland ecosystems are determined to be not significant. ”	This must be further explored with Webequie First Nation and reassessed within the final EA/IS to identify significance along a scale that allows for consideration of environmental and social conditions.
155.	Appendix I: Draft Peatlands Technical Support Document: Existing Conditions & Effects Assessment, 7.3.2.2 Residual Effects on the Composition and Function of Peatland Ecosystems as a Result of Direct Peatland Loss, Page 147 - 148 (PDF Page 195 - 196)		See Comment #154.
156.	Appendix I: Draft Peatlands Technical Support Document: Existing Conditions & Effects Assessment, Residual Effects on Peatland Ecosystems as a Result of Changes to Groundwater, Page 148 - 149 (PDF Page 196 - 197)	Construction of the Community Access Road through peatlands also has the potential to alter groundwater quantity and flow, altering the availability of peatlands. Mitigation measures, namely construction of the road using the “floating road” construction methodology and implementation of a monitoring program, are expected to limit residual changes. However, there is uncertainty about the	<p>The IAAC Practitioner’s Guide includes suggested criteria for characterizing significance along quantitative or qualitative (descriptive) scales.</p> <p>Moderate significance are effects that are moderate in magnitude (this effect includes this rating); moderate duration (this effect is long term and continuous); partially reversible (this effect is irreversible and probable); and has high levels of impact in a social and ecological context.</p> <p>Therefore, this effect should not be categorized as “not significant” rather, of moderate significance with the requirement for additional robust monitoring and coordination with other project partners.</p>



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		<p>effectiveness of this mitigation and measurable changes to groundwater levels near the road are possible.</p> <p>Changes to peatland ecosystems resulting from changes in groundwater that may alter drainage patterns and increase or decrease groundwater levels are expected to be negative in direction, medium in magnitude, local in geographic extent, long term, continuous, irreversible, and probable. As a result, the residual effects as a result of changes to groundwater on peatland ecosystems are determined to be not significant.”</p>	
157.	Appendix I: Draft Peatlands Technical Support Document: Existing Conditions & Effects Assessment, 8.2.1.4 Characterization of Cumulative Effects, Page 169 (PDF Page 224)	“As the Project’s Terrestrial Biodiversity Offsetting Plan is developed, it is anticipated that restoration and offsetting measures will contribute to minimizing the long-term residual effects of direct peatland loss on peatland ecosystems. It is assumed that the Northern Road Link project will implement a Terrestrial Biodiversity Offsetting Plan similar to the one that will be	Marten Falls should confirm and connect the Offsetting Plans between itself and Webequie First Nation and identify that a coordinated approach will be taken to ensure a regional approach to restoration and management of peatlands. Please confirm this coordinated approach within the final EA/IS or through engagement with Weenusk First Nation.



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
		developed for the Project, as offsetting is a required of the Tailored Impact Statement Guidelines for the Northern Road Link project...”	
158.	Appendix S1: Draft Air Quality and Greenhouse Gas Technical Support Document: Existing Conditions & Effects Assessment, Table 7-7 Mitigation Measures, Page 117 (PDF Page 118)	“Implement watering or application of Ontario Ministry of Transportation approved dust suppressants that are environmentally friendly.”	Dust suppressants are of concern to Nation as they can potentially impact subsistence vegetation and, potentially, surface water. Additional consideration is required by Marten Fals to ensure proper protocols/situations for usage/deployment.
159.	Appendix K: Draft Wildlife Technical Support Document: Existing Conditions & Effects Assessment, 9.1 Pre-Construction Monitoring Program, Page 433 (PDF Page 457)	“Due to the importance of beavers to Indigenous Communities and the uncertainty with respect to the effect of the Project on populations of furbearers and the fact that there are gaps in the existing conditions data, an additional aerial survey for active beaver lodges will be completed throughout the effects assessment Local Study Area to complement existing conditions data and refine the baseline characterization of beaver distribution.”	The referenced additional aerial surveys must be completed, assessed, and included in the final EA/IS to allow Weenusk to adequately consider potential project effects. See Comment #9.
160.	Appendix M: Draft Ungulates Technical Support Document: Existing	“Progressive restoration and revegetation will be implemented as non-permanent features will	More information is needed regarding the expected timeline for restoration activities, as a delay in these efforts could lead to caribou species adapting to alternative habitats and areas.



WEENUSK FIRST NATION



Comment #	Reference Section	Reference Details	Comment
	Conditions and Effects Assessment, 7.3.1.2.1.2 Mitigation and Enhancement, Page 281 (PDF Page 310)	be decommissioned and restored or left to revegetate naturally.”	

From: Adena Vanderjagt [REDACTED]

Sent: Monday, June 23, 2025 2:04 PM

To: Anderson, Victoria [REDACTED]

Cc: Joey Hunter [REDACTED]

Paul Koostachin [REDACTED]

Leah Hunter [REDACTED]

Germaine Conacher [REDACTED]

Jim Butterworth <[REDACTED]>

>; Hannah McIntyre [REDACTED]

<[REDACTED]>

Subject: Re: MFFN Community Access Road - What's New

Hi Victoria,

The comments on the EA review were submitted today to the specified generic email address.

Thanks,

Adena

----- Forwarded Message -----

Subject:ExtendedReview of Webequie Supply Road

Date:Wed, 2 Jul 2025 17:58:30 +0000

From:Linda Hunter [REDACTED]

To: [REDACTED]

Hello: whom do I contact while asking for an extension of the deadline for the Webequie Supply Road as Clendon Patrick left the position as the coordinator. Thanks Linda Hunter Director of Lands Revenue and Trusts.

--

From: Adena Vanderjagt <[REDACTED]>

Sent: Wednesday, July 30, 2025 3:29 PM

To: Anderson, Victoria [REDACTED]

[REDACTED]

Subject: Re: MFFN Community Access Road - What's New in July

Hi Victoria,

I believe Linda and Chief Hunter should be the main contacts. However, if you can continue to CC Council and MNP, that would be much appreciated. The more eyes, the better!

Warm Regards,

Adena Vanderjagt (she/her)
SENIOR MANAGER, CONSULTING, INDIGENOUS SERVICES



CELL [REDACTED]
112 - 4th Avenue SW
[REDACTED]
[REDACTED]
[REDACTED]

My working day may not be your working day. Please do not feel obliged to reply to this email outside of your normal working hours #WorkLifeBalance

Anderson, Victoria

From: Adena Vanderjagt [REDACTED]
Sent: Friday, August 29, 2025 2:31 PM
To: Anderson, Victoria; [REDACTED]
Cc: Joey Hunter; [REDACTED]
Subject: Weenusk Contacts for MFFN Community Access Road Projects

This Message Is From an External Sender

This message came from outside your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Report Suspicious](#)

Hello Victoria,

Hope you are doing well as well. Weenusk would like to update their Project contacts for the MFFN Community Access Road. Could all inquiries and correspondence be addressed to Chief Hunter or a specified designate as Linda Hunter has been assigned to another project.

Please let me know if a formal letter indicating the same is required!

Cheers,

Adena Vanderjagt (she/her)
SENIOR MANAGER, CONSULTING, INDIGENOUS SERVICES



CELL [REDACTED]