

Federal Court



Cour fédérale

Date: 20220512

Manitoba Court of Queen's Bench File No.: CI-19-01-24661

Federal Court File No.: T-1673-19

Ottawa, Ontario, May 12, 2022

PRESENT: The Honourable Mr. Justice Favel

BETWEEN:

Docket: CI-19-01-24661

**TATASKWEYAK CREE NATION AND CHIEF
DOREEN SPENCE ON HER OWN BEHALF
AND ON BEHALF OF ALL MEMBERS OF
TATASKWEYAK CREE NATION**

Plaintiffs

and

ATTORNEY GENERAL OF CANADA

Defendant

**(Class Proceeding commenced under
The Class Proceedings Act, CCSM c C 130)**

AND BETWEEN:

Docket: T-1673-19

**CURVE LAKE FIRST NATION AND
CHIEF EMILY WHETUNG ON HER OWN
BEHALF AND ON BEHALF OF ALL MEMBERS
OF CURVE LAKE FIRST NATION AND
NESKANTAGA FIRST NATION AND
CHIEF CHRISTOPHER MOONIAS ON HIS OWN
BEHALF AND ON BEHALF OF ALL MEMBERS
OF NESKANTAGA FIRST NATION**

Plaintiffs

and

ATTORNEY GENERAL OF CANADA

Defendant

**(Class Proceeding commenced under Part 5.1 of the
Federal Courts Rules, SOR/98-106)**

ORDER

THIS MOTION for an Order in respect of certain administrative matters arising under the settlement agreement between the Plaintiffs and the Defendant dated September 15, 2021 (the “Settlement Agreement”), was heard in writing.

ON READING the motion record of the Representative Plaintiffs and the Defendants (together, the “Parties”);

1. THIS COURT ORDERS that:

- (a) Unless expressly defined herein, capitalized terms shall have the same meaning as they do in the Settlement Agreement;
- (b) The French translation of the Settlement Approval Notice that was approved on February 28, 2022, attached as Schedule “A”, is approved;
- (c) The French translation of the Claims Form that was approved on February 28, 2022, attached as Schedule “B”, is approved;
- (d) The trust agreement attached as Schedule “C” is approved in accordance with Article 16.04 of the Settlement Agreement;

(e) The trust agreement attached as Schedule “D” (the “Administration Trust Agreement”) is approved and the Defendant shall pay \$50,000,000 forthwith to the Trustee in accordance with the Administration Trust Agreement (the “Administrative Fund”).

(f) The Administrative Fund shall satisfy the Defendant’s obligations under Articles 3.04(a) and (b) of the Settlement Agreement, unless the cost of these items exceeds \$50,000,000 in the aggregate, in which case the Defendant shall pay the Trustee any additional sum required to comply with Article 3.04(a). For the sake of greater certainty, nothing in this Order shall serve to reduce the Defendant’s obligations under Articles 3.04(a) or (b) of the Settlement Agreement;

(g) The terms of reference for the FNAC, attached as Schedule “E”, are approved in accordance with Article 9.04(5) of the Settlement Agreement;

(h) Chief Emily Whetung and Chief Doreen Spence are appointed as members of the FNAC and the Settlement Implementation Committee in accordance with Article 14.01 of the Settlement Agreement;

(i) the Hon. Gloria Epstein, Q.C. and the Hon. Colin Campbell, Q.C. are appointed as Third-Party Assessors in accordance with Article 3.03 of the Settlement Agreement;

(j) the Administrator’s first and second invoices, attached as Schedules “F” and “G”, are approved for payment and the Joint Committee may direct the payment of further Administrator invoices from the Administrative Fund, and the Joint Committee shall file a quarterly report of such payments with the Court; and

(k) Fees and disbursements for Class Counsel and the Joint Committee totalling \$295,280.95 are approved for payment under Articles 18.02(4) and 15.01(8) of the Settlement Agreement.

2. **THIS COURT ORDERS that** there shall be no costs of the within motion.

“Original signed by Chief Justice Glenn D. Joyal”

“Glenn D. Joyal” C.J.Q.B.

“Paul Favel”

Judge

“Paul Favel”

Judge

SCHEDULE "A"

ANNEXE N
AVIS D'APPROBATION DU RÈGLEMENT
(FORMULAIRES DÉTAILLÉ ET ABRÉGÉ)

voir ci-joint.

Avis abrégé d’approbation du règlement
Règlement des actions collectives relatives aux avis concernant la
qualité de l’eau potable des Premières Nations

Avez-vous vécu sur des terres des Premières Nations ayant fait l’objet d’un avis concernant la qualité de l’eau potable entre 1995 et 2021? Si tel est le cas, vous pourriez être admissible à une indemnisation. Veuillez lire attentivement cet avis.

Pour lire cet avis en anglais : www.firstnationsdrinkingwater.ca

Les tribunaux ont approuvé un règlement entre le Canada et certaines Premières Nations et leurs membres ayant fait l’objet d’avis à long terme concernant la qualité de l’eau potable entre 1995 et 2021.

Qui cela concerne-t-il?

Vous faites partie du groupe de l’action collective si :

1. vous étiez en vie le 20 novembre 2017;
2. vous êtes membre d’une bande, telle que définie dans la *Loi sur les Indiens*, ou des peuples autochtones du Canada, autres que les Inuits et les Métis, qui sont parties d’un traité moderne (une « **Première Nation** »), dont l’aliénation des terres est assujettie à cette loi ou à la *Loi sur la gestion des terres des Premières Nations* ou à un traité moderne (les « **terres des Premières Nations** »); et
3. pendant au moins un an entre le 20 novembre 1995 et le 20 juin 2021, vous avez résidé habituellement sur des terres des Premières Nations faisant l’objet d’un avis à long terme concernant la qualité de l’eau potable (qu’il s’agisse d’un avis d’ébullition de l’eau, d’interdiction de consommer ou de non-utilisation, ou autre) qui a duré au moins un an entre le 20 novembre 1995 et le 20 juin 2021 (les « **Premières Nations touchées** ») pendant qu’un tel avis concernant la qualité de l’eau potable était en vigueur.

Les Premières Nations touchées feront partie des membres, si elles acceptent le règlement avant le 2 décembre 2022. Les Premières Nations touchées qui n’accepteront pas le règlement avant cette date ne recevront pas d’indemnisation.

Les personnes admissibles peuvent recevoir une indemnisation même si leur Première Nation, ou celle sur les terres de laquelle elles résidaient, n’accepte pas le règlement.

Les personnes admissibles nées avant le 20 novembre 1995 seront indemnisées si elles ont résidé habituellement dans une Première Nation touchée faisant l’objet d’un avis concernant la qualité de l’eau potable qui a duré un an ou plus, à tout moment entre le 20 novembre 2013 et le 20 juin 2021. Des exceptions sont prévues pour les personnes ayant été incapables d’accepter en raison de leur santé physique, mentale ou psychologique.

Les personnes admissibles nées le 20 novembre 1995 ou après cette date seront indemnisées, si elles ont résidé habituellement dans une Première Nation touchée faisant l’objet d’un avis concernant la qualité de l’eau potable qui a duré un an ou plus, à tout moment entre le 20 novembre 1995 et le 20 juin 2021.

Que prévoit le règlement?

Les personnes admissibles recevront un paiement pour chaque année de résidence habituelle sur les terres des Premières Nations, pendant la période où celles-ci faisaient l'objet d'un avis à long terme concernant la qualité de l'eau potable. Le montant par année devrait varier pour les années admissibles, selon le type d'avis et l'éloignement des terres des Premières Nations.

Ces montants sont assujettis à des délais de prescription, par exemple si vous êtes né avant le 20 novembre 1995. Les détails sont disponibles sur le site www.firstnationsdrinkingwater.ca/fr. Les personnes ayant subi des blessures spécifiques peuvent être admissibles à une indemnisation supplémentaire.

Les Premières Nations touchées qui acceptent le règlement percevront 500 000 \$, plus un montant égal à 50 % des sommes versées aux personnes visées par les avis concernant la qualité de l'eau potable dans leurs réserves.

Le Canada doit prendre d'autres mesures pour lever les avis à long terme concernant la qualité de l'eau potable et aider les personnes touchées à avoir un accès régulier à une eau potable salubre dans leurs maisons. Le Canada dépensera au moins 6 milliards de dollars pour les infrastructures d'approvisionnement en eau et de traitement des eaux usées dans les réserves. Il existe un processus de règlement extrajudiciaire des différends lorsque les Premières Nations touchées ne sont pas satisfaites des efforts du Canada.

Comment puis-je demander une indemnisation?

Les personnes peuvent soumettre un formulaire de demande individuel, ou leur Conseil de bande peut soumettre une liste de confirmation du Conseil de bande confirmant quelles personnes résidaient habituellement sur les terres de cette Première Nation pendant que celle-ci faisait l'objet d'un avis à long terme concernant la qualité de l'eau potable.

Cependant, la liste de confirmation du Conseil de bande ne comprend pas les blessures spécifiques. Si vous présentez une demande pour des blessures spécifiques, vous devez soumettre UN formulaire de demande.

Pour consulter et soumettre les formulaires de demande, veuillez visiter le site www.firstnationsdrinkingwater.ca/fr.

Les Premières Nations doivent accepter le règlement en soumettant une résolution d'acceptation du Conseil de bande disponible auprès de l'administrateur.

À quoi le règlement me fait-il renoncer?

Les membres du groupe de l'action collective renoncent à leur droit de poursuivre le Canada pour les demandes résolues par le règlement. Les Premières Nations qui n'acceptent pas le règlement n'y seront pas liées, bien que chaque membre de la bande puisse toujours présenter une demande.

Pour obtenir plus de renseignements, veuillez consulter le site www.firstnationsdrinkingwater.ca/fr ou appelez le numéro 1-833-252-4220.

Avis détaillé d'approbation du règlement

Règlement des actions collectives relatives aux avis concernant la qualité de l'eau potable des Premières Nations

Avez-vous vécu sur des terres des Premières Nations ayant fait l'objet d'un avis concernant la qualité de l'eau potable entre 1995 et 2021? Si tel est le cas, vous pourriez être admissible à une indemnisation.

Veillez lire attentivement cet avis.

Pour lire cet avis en anglais : www.firstnationsdrinkingwater.ca

Les tribunaux ont approuvé un règlement entre le Canada et certaines Premières Nations et leurs membres ayant fait l'objet d'avis à long terme concernant la qualité de l'eau potable entre 1995 et 2021.

Les Premières Nations et leurs membres touchés par les avis à long terme concernant la qualité de l'eau potable depuis le 20 novembre 1995, ont poursuivi le Canada en vue d'obtenir une indemnisation dans le cadre de deux actions collectives. La Cour du Banc de la Reine du Manitoba et la Cour fédérale du Canada ont approuvé un règlement dans le cadre d'actions collectives. Le règlement permet d'indemniser les Premières Nations admissibles et leurs membres.

Le présent avis fournit des renseignements sur les personnes admissibles à l'indemnisation et la procédure à suivre pour la demander. Les personnes qui ne demandent pas d'indemnisation avant le 7 mars 2023, et les Premières Nations qui n'acceptent pas le règlement avant le 2 décembre 2022 ne recevront pas d'indemnisation.

RENSEIGNEMENTS DE BASE

POURQUOI AI-JE ÉTÉ AVISÉ DU RÈGLEMENT?

La Cour du Banc de la Reine du Manitoba et la Cour fédérale du Canada ont approuvé le règlement le 22 décembre 2021. Cet avis a également été approuvé pour vous informer du règlement et du processus de demande d'indemnisation.

QUI EST INCLUS DANS LE RÈGLEMENT?

QUI SONT LES PERSONNES CONCERNÉES?

Vous faites partie des membres de l'action si :

1. vous étiez en vie le 20 novembre 2017;
2. vous êtes membre d'une bande, telle que définie dans la *Loi sur les Indiens*, ou des peuples autochtones du Canada, autres que les Inuits et les Métis, qui sont parties d'un traité moderne (une « **Première Nation** »), dont l'aliénation des terres est assujettie à cette loi ou la *Loi sur la gestion des terres des Premières Nations* ou à un traité moderne (les « **terres des Premières Nations** »); et

3. pendant au moins un an entre le 20 novembre 1995 et le 20 juin 2021, vous avez résidé habituellement sur des terres des Premières Nations faisant l'objet d'un avis concernant la qualité de l'eau potable (qu'il s'agisse d'un avis d'ébullition de l'eau, d'interdiction de consommer ou de non-utilisation, ou autre) qui a duré au moins un an entre le 20 novembre 1995 et le 20 juin 2021 (les « **Premières Nations touchées** ») pendant qu'un tel avis concernant la qualité de l'eau potable, était en vigueur.

Les Premières Nations touchées feront partie des membres, si elles acceptent le règlement avant le 2 décembre 2022. Les Premières Nations touchées qui n'accepteront pas le règlement avant cette date ne recevront pas d'indemnisation.

Les personnes admissibles peuvent recevoir une indemnisation même si leur Première Nation, ou celle sur les terres de laquelle elles résidaient, n'accepte pas le règlement.

Les personnes admissibles nées avant le 20 novembre 1995 seront indemnisées si elles ont résidé habituellement dans une Première Nation touchée faisant l'objet d'un avis concernant la qualité de l'eau potable qui a duré un an ou plus, à tout moment entre le 20 novembre 2013 et le 20 juin 2021. Des exceptions sont prévues pour les personnes ayant été incapables d'accepter en raison de leur santé physique, mentale ou psychologique.

Les personnes admissibles nées le 20 novembre 1995 ou après cette date seront indemnisées si elles ont résidé habituellement dans une Première Nation touchée faisant l'objet d'un avis concernant la qualité de l'eau potable qui a duré un an ou plus, à tout moment entre le 20 novembre 1995 et le 20 juin 2021.

À QUI LES PERSONNES OU LES PREMIÈRES NATIONS DOIVENT-ELLES S'ADRESSER EN CAS DE QUESTIONS?

Pour parler à un avocat, envoyez un courriel à l'adresse counsel@firstnationsdrinkingwater.ca

Si vous avez des questions concernant les formulaires de demande ou concernant le processus de demande, appelez l'administrateur au numéro 1-833-252-4220.

QUELLES SONT LES PREMIÈRES NATIONS CONCERNÉES?

Les Premières Nations touchées (consultez la liste sur le site www.firstnationsdrinkingwater.ca/fr) doivent accepter le règlement pour être admissibles à une indemnisation.

Pour accepter le règlement, les Premières Nations touchées doivent soumettre, une résolution d'acceptation du Conseil de bande à l'administrateur à l'adresse firstnationswater@deloitte.ca ou à First Nations Drinking Water Settlement, C.P. 160 Stn Adelaide, Toronto, ON Canada M5C 2J2.

La résolution d'acceptation du Conseil de bande doit être soumise dans le format approuvé, disponible auprès de l'administrateur.

Les Premières Nations touchées doivent accepter le règlement avant le 2 décembre 2022 pour participer.

COMMENT PUIS-JE OBTENIR L'INDEMNISATION?

QUE PEUVENT OBTENIR LES MEMBRES DU GROUPE DE L'ACTION COLLECTIVE?

Les personnes visées peuvent recevoir un paiement pour chaque année de résidence habituelle sur les terres des Premières Nations, pendant la période où celles-ci faisaient l'objet d'un avis à long terme concernant la qualité de l'eau potable.

Ces montants sont assujettis à des délais de prescription. Par exemple, si vous êtes né avant le 20 novembre 1995, vous pourriez n'être admissible à une indemnisation qu'à partir du 20 novembre 2013, à moins que vous n'ayez eu certains problèmes de santé physique, mentale ou psychologique.

Vous pouvez vous attendre à ce que les montants de paiement varient pour chaque année admissible, selon le type d'avis et l'éloignement des terres des Premières Nations. Les années admissibles sont assujetties à des délais de prescription liés à l'âge :

- Les personnes nées **avant le 20 novembre 1995** peuvent présenter une demande pour toutes les années et les parties de la période de 7,6 ans, entre le **20 novembre 2013 et le 20 juin 2021**, alors qu'elles résidaient habituellement dans une réserve pendant que celle-ci faisait l'objet d'un avis concernant la qualité de l'eau potable, ayant duré un an ou plus. Des exceptions sont prévues pour les personnes ayant été incapables d'accepter en raison de leur santé physique, mentale ou psychologique.
- Les personnes nées **avant le 20 novembre 1995 ou après** cette date peuvent présenter une demande pour toutes les années et les parties de la période de 25,6 ans, entre le **20 novembre 1995 et le 20 juin 2021**, alors qu'elles résidaient habituellement dans une réserve pendant que celle-ci faisait l'objet d'un avis concernant la qualité de l'eau potable, ayant duré un an ou plus.

Les personnes ayant subi des blessures spécifiques peuvent être admissibles à une indemnisation supplémentaire.

Les Premières Nations touchées qui acceptent le règlement percevront 500 000 \$, plus un montant égal à 50 % des sommes versées aux personnes visées par les avis concernant la qualité de l'eau potable dans leurs réserves.

QUAND LES PERSONNES ET LES PREMIÈRES NATIONS RECEVRONT-ELLES L'INDEMNISATION?

Les personnes visées peuvent soumettre des formulaires de demande jusqu'au 7 mars 2023. Après la fin des périodes de demande, l'administrateur devra payer les demandes d'indemnisation valides.

Les Premières Nations recevront un paiement de base de 500 000 \$ dans les 90 jours suivant leur acceptation ou la date à laquelle l'approbation de l'entente de règlement par les tribunaux devient définitive, selon la première éventualité.

Tous les six mois, chaque Première Nation recevra un versement d'un montant égal à 50 % des sommes versées aux personnes admissibles qui résidaient habituellement dans la réserve de cette Première Nation pendant qu'elle faisait l'objet d'un avis à long terme concernant la qualité de l'eau potable. Ces paiements commenceront à la fin des périodes de demande.

COMMENT LES PERSONNES ET LES PREMIÈRES NATIONS PROCÈDERONT-ELLES POUR RECEVOIR L'INDEMNISATION?

Les personnes peuvent soumettre un formulaire de demande individuel, ou leur Conseil de bande peut soumettre une liste de confirmation du Conseil de bande confirmant quelles personnes résidaient habituellement sur les terres de cette Première Nation pendant que celle-ci faisait l'objet d'un avis à long terme concernant la qualité de l'eau potable. Toutefois, si vous présentez une demande pour des blessures spécifiques, vous devez soumettre votre propre formulaire de demande. La liste de confirmation du Conseil de bande ne comprend pas les blessures spécifiques.

Dans le cas de soumissions multiples, un formulaire de demande individuel aura la priorité sur les listes de confirmation du Conseil de bande. Si vous avez des séquelles ou si vous n'êtes pas certain d'avoir été inclus dans une liste de confirmation du Conseil de bande, veuillez remplir un formulaire de demande individuel ou communiquer avec l'administrateur.

Pour consulter et soumettre les formulaires de demande, veuillez visiter le site www.firstnationsdrinkingwater.ca/fr.

Les Premières Nations doivent accepter le règlement en soumettant une résolution d'acceptation du Conseil de bande disponible auprès de l'administrateur.

Les personnes admissibles peuvent recevoir une indemnisation même si leur Première Nation, ou celle sur les terres de laquelle elles résidaient, n'accepte pas l'entente de règlement.

Les formulaires de demande peuvent être soumis auprès de l'administrateur en les remplissant en ligne sur le site www.firstnationsdrinkingwater.ca/fr, ou en envoyant un formulaire de demande par courriel à l'adresse firstnationswater@deloitte.ca ou par fax au 647-738-5206, ou par courrier à First Nations Drinking Water Settlement, C.P. 160 Stn Adelaide, Toronto, ON Canada M5C 2J2.

Il est très important pour un requérant de ne soumettre qu'un seul formulaire de réclamation auprès de l'administrateur, en utilisant l'une des méthodes ci-dessus.

AI-JE BESOIN DE MON PROPRE AVOCAT POUR EFFECTUER UNE DEMANDE?

Non. Les avocats de l'action collective vous représentent. Vous pouvez communiquer avec les avocats de l'action collective par courriel à l'adresse counsel@firstnationsdrinkingwater.ca.

COMMENT LES AVOCATS SERONT-ILS PAYÉS?

Le Canada (et non les membres de l'action collective) paiera les honoraires des avocats de l'action collective afin de poursuivre les actions collectives et pour continuer à aider les personnes et les Premières Nations. Les tribunaux ont approuvé les honoraires des avocats et vous n'avez à payer aucune somme pour effectuer une demande.

À QUOI LE RÈGLEMENT ME FAIT-IL RENONCER?

Les membres de l'action collective renoncent à leur droit de poursuivre le Canada pour les demandes résolues par le règlement. Ce qui veut dire que vous ne pourrez pas poursuivre le Canada pour des dommages subis avant le 20 juin 2021, qui ont été causés par le défaut du Canada de fournir de l'eau potable à votre réserve.

Les Premières Nations qui n'acceptent pas le règlement n'y seront pas liées, bien que chaque membre de la bande puisse toujours présenter une demande.

EST-CE QUE JE PEUX ME RETIRER DU RÈGLEMENT?

Les personnes visées ne peuvent se retirer du règlement sans l'approbation du tribunal. Les avocats de l'action collective ne sont pas en mesure d'aider les personnes à se retirer du règlement. Les personnes souhaitant demander l'autorisation des tribunaux pour se retirer du règlement devraient consulter un autre avocat.

Les Premières Nations ne sont pas tenues d'accepter le règlement. Si une Première Nation n'accepte pas le règlement, il ne résoudra pas les demandes collectives ou communautaires de cette Première Nation.

Vous n'êtes pas tenu de présenter une demande, mais si vous ne vous retirez pas du règlement et ne présentez pas de demande, et si une bande ne fournit pas à l'administrateur une confirmation de votre résidence, vous ne recevrez pas d'indemnisation et vous renoncerez quand même à votre droit de poursuivre le Canada.

QUELS SONT LES AUTRES AVANTAGES DU RÈGLEMENT POUR LES PREMIÈRES NATIONS ET LEURS MEMBRES?

1. Le Canada a accepté de faire tous les efforts raisonnables pour soutenir la levée des avis à long terme concernant la qualité de l'eau potable qui touchent les membres de l'action collective.
2. Le Canada a accepté de faire tous les efforts raisonnables pour s'assurer que les membres de l'action collective vivant dans des réserves aient un accès régulier à l'eau potable dans leurs maisons. Le Canada dépensera au moins 6 milliards de dollars d'ici le 31 mars 2030 pour mettre en œuvre cet engagement en finançant le coût réel de la construction, de la modernisation, de l'exploitation et de l'entretien des infrastructures d'eau dans les réserves.
3. Le Canada a convenu d'un cadre de règlement extrajudiciaire des différends, pour décider des mesures supplémentaires raisonnablement nécessaires, afin d'aider les personnes visées à avoir un accès régulier à l'eau potable dans leurs maisons.

4. Le Canada a accepté de faire tous les efforts raisonnables pour abroger la *Loi sur la salubrité de l'eau potable des Premières Nations*, L.C. 2013, ch. 21 d'ici le 31 mars 2022, et de la remplacer par une loi qui améliore la qualité de l'eau potable dans les réserves des Premières Nations.

5. Le Canada a accepté de fournir 20 millions de dollars pour créer le Comité consultatif des Premières Nations sur la salubrité de l'eau potable.

6. Le Canada a accepté de mettre à disposition 9 millions de dollars pour financer les initiatives de gouvernance des Premières Nations et l'élaboration de règlements administratifs.

QUI ME REPRÉSENTE?

QUI SONT LES AVOCATS QUI ME REPRÉSENTENT?

Les représentants des demandeurs et les membres de l'action sont représentés par McCarthy Tétrault S.E.N.C.R.L., s.r.l. et Olthuis Kleer Townshend LLP (les « **avocats de l'action collective** »). Vous pouvez communiquer avec les avocats de l'action collective par courriel à l'adresse counsel@firstnationsdrinkingwater.ca.

DOIS-JE PAYER LES AVOCATS DE L'ACTION COLLECTIVE?

Non. Les tribunaux ont approuvé les honoraires des avocats de l'action collective.

ET SI JE VEUX MON PROPRE AVOCAT?

Si vous voulez engager votre propre avocat, vous pouvez le faire à vos propres frais.

COMMENT LES PREMIÈRES NATIONS PROCÈDENT-ELLES POUR ACCEPTER LE RÉGLEMENT?

Les Premières Nations qui sont admissibles au règlement doivent l'accepter dans une résolution d'acceptation du Conseil de bande et en fournir une copie à l'administrateur avant le 2 décembre 2022.

Pour obtenir plus de renseignements, consultez le site www.firstnationsdrinkingwater.ca/fr ou appelez l'administrateur au 1-833-252-4220.

Vous pouvez également poser vos questions aux avocats de l'action par courriel à l'adresse counsel@firstnationsdrinkingwater.ca.

À QUI LES PREMIÈRES NATIONS DOIVENT-ELLES S'ADRESSER POUR ACCEPTER LE RÉGLEMENT?

Les Premières Nations ayant des questions peuvent communiquer avec les avocats de l'action collective par courriel à l'adresse counsel@firstnationsdrinkingwater.ca/fr.

Les Premières Nations disposant d'une résolution d'acceptation du Conseil de bande acceptant l'entente de règlement doivent en fournir une copie à l'administrateur avant le 2 décembre 2022 par courriel à l'adresse firstnationswater@deloitte.ca, ou par courrier à First Nations Drinking Water Settlement, C.P. 160 Stn Adelaide, Toronto, ON Canada M5C 2J2.

AVEC QUI DOIS-JE COMMUNIQUER POUR OBTENIR PLUS DE RENSEIGNEMENTS?

Vous pouvez appeler l'administrateur au 1-833-252-4220.

Vous pouvez également communiquer avec les avocats de l'action collective par courriel à l'adresse counsel@firstnationsdrinkingwater.ca.

SCHEDULE "B"



Formulaire de demande d'indemnisation individuelle

Le Règlement sur l'eau potable des Premières Nations permettra d'indemniser les membres des Premières Nations qui ont fait l'objet d'avis à long terme sur la qualité de l'eau potable alors qu'ils vivaient dans une Première Nation touchée*.

Il se peut que vous n'ayez pas besoin de remplir ce formulaire. Veuillez d'abord consulter le site www.firstnationsdrinkingwater.ca/fr pour savoir si votre Première Nation a déposé une demande au nom de ses membres. Si c'est le cas, veuillez appeler l'administrateur et il vous aidera à vérifier si vous êtes déjà sur notre liste. Si c'est le cas, vous ne devez remplir ce formulaire que si vous présentez une demande d'indemnisation relative à des préjudices déterminés.

Il s'agit du formulaire de demande d'indemnisation pour vous-même. Si vous souhaitez déposer une demande au nom d'une autre personne (par exemple, un enfant mineur, une personne handicapée ou une personne décédée), veuillez remplir le « formulaire de demande au nom d'une autre personne » que vous trouverez sur le site www.firstnationsdrinkingwater.ca/fr.

Pour avoir droit à une indemnisation, vous devez...

- ✓ Être membre d'une Première Nation, avoir été en vie le 20 novembre 2017, et...

Date de naissance : *avant le 20 novembre 1995*

- ✓ résider habituellement/avoir résidé dans une Première Nation touchée pendant un avis à long terme sur la qualité de l'eau potable qui a duré sans interruption pendant un an ou plus, à tout moment entre le 20 novembre 2013 et le 20 juin 2021.



Date de naissance : *20 novembre 1995 ou après*

- ✓ résider habituellement/avoir résidé dans une Première Nation touchée pendant un avis à long terme sur la qualité de l'eau potable qui a duré sans interruption pendant un an ou plus, à tout moment entre le 20 novembre 1995 et le 20 juin 2021.



* Pour une liste des Premières Nations touchées et les dates des avis à long terme, voir ci-dessous les pages 6 à 13. Veuillez également noter que la nation Tsuut'ina, la nation Sucker Creek, la nation crie Ermineskin, la Tribu des Blood et la bande indienne d'Okanagan ont soumis leurs demandes d'une manière différente, de sorte que leurs membres ne sont pas admissibles à une indemnisation dans le cadre de ce règlement.

Remplir ce formulaire peut porter à confusion et être émotionnellement difficile, voire traumatisant. Mais vous n'êtes pas seul. **Trois équipes sont disponibles pour vous aider.**

L'équipe de l'Espoir pour le mieux-être (Hope for Wellness) vous apporte réconfort et soutien émotionnel.

Elle peut vous aider si vous souffrez de détresse émotionnelle.

Vous pouvez la contacter gratuitement sur la ligne d'écoute au 1-855-242-3310 ou en ligne à l'adresse www.espoirpourtlemieuxetre.ca.

L'équipe de l'administrateur traite les demandes d'indemnisation et les paiements.

Elle peut vous aider dans la procédure de demande d'indemnisation, notamment pour remplir le présent formulaire de demande d'indemnisation.

Adressez-vous à elle si vous avez une question et ne savez pas à qui la poser.

Vous pouvez la contacter gratuitement sur la ligne d'assistance de l'administrateur au 1-833-252-4220.

L'équipe de l'action collective est formée de vos avocats. Elle travaille pour vous aider; les appels sont confidentiels et les entretiens sont gratuits.




Elle peut vous aider en cas de demande d'indemnisation pour des préjudices déterminés ou de questions juridiques concernant le règlement de l'action collective.

Vous pouvez la contacter gratuitement sur la ligne d'assistance de l'action collective au 1-833-265-7589.





Il y a une date limite! Si votre Première Nation n'a pas déjà soumis un formulaire en votre nom, vous devez en soumettre un pour vous-même **avant le 7 mars 2023.**

Ce formulaire comprend trois parties que vous devez remplir obligatoirement et deux parties facultatives. Les trois parties que vous devez remplir sont...

	Partie 1 : Votre nom et les informations importantes	C'est ici que vous communiquez les informations importantes telles que votre nom et votre date de naissance, votre adresse, vos numéros de contact, les informations relatives au paiement et une copie de votre pièce d'identité. Cela nous permet de créer un dossier pour vous.
	Partie 2 : Votre lieu de résidence	Ici, vous nous indiquez le ou les lieux où vous avez vécu. Nous utilisons ces informations pour déterminer combien de temps a duré votre exposition à des avis à long terme sur la qualité de l'eau potable.
	Partie 3 : Autorisation	C'est à ce stade que vous acceptez les conditions générales, que vous garantissez que les informations fournies sont correctes et que vous nous autorisez à examiner votre demande et à prendre une décision.

Les deux parties suivantes sont facultatives. Vous ne devez pas les remplir, sauf si vous voulez demander une indemnisation supplémentaire pour des préjudices déterminés ou si vous n'avez pas de pièce d'identité.

	Partie 4 : Préjudices déterminés	C'est dans cette section que vous pouvez demander une indemnisation supplémentaire si vous avez subi des préjudices graves et durables qui ont été causés soit par l'utilisation de l'eau conformément à l'avis à long terme sur la qualité de l'eau potable, soit parce que vous n'avez pas eu accès à de l'eau saine et propre en raison d'un avis à long terme sur la qualité de l'eau potable. Veuillez noter que vous devez avoir utilisé l'eau traitée ou l'eau du robinet. L'utilisation d'eau non traitée provenant de sources d'eau de surface telles que des lacs, des étangs ou des rivières n'est pas couverte.
	Partie 5 : Déclaration faite sous serment	C'est à ce stade que vous devez apposer votre signature, que vous garantissez que les informations fournies sont correctes et que vous nous autorisez à examiner votre demande et à prendre une décision relative à l'indemnisation supplémentaire pour des préjudices déterminés. Étant donné que l'indemnisation pour des préjudices déterminés vient <u>s'ajouter</u> à ce que recevront toutes les personnes ayant souffert d'un avis à long terme sur la qualité de l'eau potable, un garant autorisé, tel qu'un dirigeant communautaire, doit aussi signer cette section en tant que témoin. Cette partie est également requise si vous ne possédez aucune pièce d'identité.

Conseils et indications

- ✓ En cas de question, la page de la Foire aux questions (FAQ) est très utile pour commencer. Vous pouvez la consulter en ligne sur le site www.firstnationsdrinkingwater.ca/fr.
- ✓ Si vous avez encore des questions après avoir consulté la page de la FAQ, veuillez appeler l'administrateur. Vous trouverez ses coordonnées à la page 1.
- ✓ Vous ne devez soumettre ce formulaire qu'une seule fois. Veuillez donc à rassembler toutes les informations dont vous avez besoin au préalable, après avoir soumis le formulaire, veuillez appeler l'administrateur si vous devez faire des modifications ou si vous avez des questions ou des préoccupations.
- ✓ Une liste de contrôle se trouve à la fin du formulaire pour vérifier que vous avez bien rempli toutes les sections. Les instructions sur la façon de soumettre ce formulaire se trouvent à la page 15.
- ✓ Une fois que l'administrateur vous a envoyé une décision concernant votre demande, aucune autre modification ne peut être apportée à votre formulaire.
- ✓ Ce processus est régi par l'entente de règlement et les documents connexes, que vous trouverez sur le site www.firstnationsdrinkingwater.ca/fr.



Si vous voulez faire une demande d'indemnisation pour des préjudices déterminés (Partie 4), vous devez remplir ce formulaire!



PARTIE 1 : VOTRE NOM ET LES INFORMATIONS IMPORTANTES



Veillez fournir le plus de renseignements possible ici afin de nous permettre de traiter votre demande. Les informations que vous entrez doivent correspondre à celles qui figurent sur votre pièce d'identité délivrée par le gouvernement. Si une case ne vous concerne pas, laissez-la vide.

Prénom (obligatoire)	
Second(s) prénom(s) (le cas échéant)	
Nom de famille (obligatoire)	
Autre(s) nom(s) connu(s) (le cas échéant)	
Date de naissance (obligatoire)	Jour ____ Mois ____ Année ____
Veillez joindre une <u>copie</u> d'une pièce d'identité délivrée par le gouvernement à ce formulaire de demande (obligatoire).	<input type="checkbox"/> J'ai joint une copie de ma pièce d'identité délivrée par le gouvernement.



Nous comprenons que vous ne disposez peut-être pas de toutes ces informations, mais nous vous prions de remplir tous les champs que vous pouvez. Veuillez noter que vous **devez indiquer la province et le nom de votre bande, ainsi que le numéro de votre carte de statut d'Indien et/ou le numéro d'inscription de votre bande.**

Numéro d'assurance sociale (si disponible)	_____ - _____ - _____
Numéro de carte de statut d'Indien	
Numéro d'inscription de votre bande	
Nom de la bande dont vous êtes membre	
Province où se trouve votre bande	



Les informations nécessaires ici sont votre adresse postale actuelle ou une adresse où l'on peut vous joindre. Les informations telles que votre numéro de téléphone et votre adresse électronique sont également demandées, mais si vous ne les avez pas, laissez ces cases vides.

Numéro et nom de la rue	
Numéro d'appartement (le cas échéant)	
Ville/Village/Communauté	
Case postale (le cas échéant)	
Province/Territoire	
Code postal	
Pays	
Téléphone à domicile	
Téléphone portable (le cas échéant)	
Adresse électronique (le cas échéant)	
Si cette adresse se trouve dans une Première Nation, veuillez indiquer le nom de la nation.	
Nom de la personne qui recevra le courrier (a/s de) (le cas échéant)	

\$ Informations sur les paiements

- ✓ Les paiements seront calculés et versés aux demandeurs admissibles après la fin de la période des demandes d'indemnisation.
- ✓ La période des demandes d'indemnisation se termine le 7 mars 2023; les paiements seront donc effectués au **milieu de 2023 ou plus tard**.
- ✓ Les indemnités dépendront du montant total des fonds disponibles et du nombre de demandes admissibles reçues.

Si votre demande est approuvée, vous recevrez le paiement par chèque ou par dépôt direct. Quelle méthode préférez-vous?

Veuillez m'envoyer un chèque **par la poste** à l'adresse que j'ai indiquée ci-dessus.



J'ai joint un formulaire de dépôt direct rempli ou un chèque annulé et je voudrais que le paiement soit effectué par **dépôt direct**.



Conseils et indications pour les dépôts directs

- ✓ Si vous optez pour un dépôt direct, vous devez joindre un chèque annulé ou un formulaire de dépôt direct à ce formulaire de demande d'indemnisation, afin que nous sachions où envoyer l'argent.
- ✓ Le compte bancaire doit être à votre nom. Nous ne pouvons pas envoyer d'argent sur le compte de quelqu'un d'autre. Si vous changez de compte, veuillez en informer l'administrateur.
- ✓ Nous ne pouvons effectuer des dépôts que sur des comptes bancaires canadiens.
- ✓ Veuillez vérifier l'exactitude des informations que vous nous fournissez. Une fois l'argent déposé, nous ne pouvons pas le récupérer ou effectuer des paiements de remplacement. Ainsi, si vous fournissez les informations bancaires d'un membre de votre famille au lieu des vôtres, nous ne pourrions pas récupérer cet argent.
- ✓ Si le chèque annulé ou le formulaire de dépôt direct ne sont pas valides, nous vous enverrons un chèque par la poste.



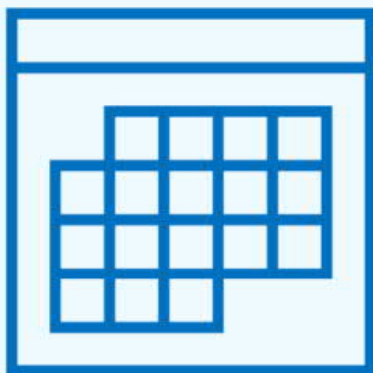
Si vous déménagez après nous avoir envoyé ce formulaire de demande d'indemnisation, veuillez à en informer l'administrateur au 1-833-252-4220 et à nous communiquer votre nouvelle adresse!



PARTIE 2 : VOTRE LIEU DE RÉSIDENCE

Dans cette section, **vous nous indiquerez dans quelle(s) réserve(s) vous avez vécu, et quand.** Nous utiliserons ces informations pour déterminer le montant d'indemnisation auquel vous avez droit.

Le tableau ci-dessous énumère toutes les Premières Nations qui ont reçu des avis à long terme sur la qualité de l'eau potable pendant la période couverte par le règlement. À titre de rappel, un « avis à long terme concernant l'eau potable » correspond à un avis qui a duré un an ou plus.



À côté du nom de chaque Première Nation, il y a des cases pour les dates. Veuillez **remplir les cases de dates à côté de la Première Nation où vous avez vécu**, en commençant par le mois et l'année où vous avez commencé à y vivre et en terminant par le mois et l'année où vous avez cessé d'y vivre (le cas échéant).

*Si votre date de naissance se situe avant le 20 novembre 1995, veuillez nous dire où vous avez vécu entre le **20 novembre 2013** et le **20 juin 2021**.*

*Si votre date de naissance est le 20 novembre 1995 ou après, veuillez nous dire où vous avez vécu entre le **20 novembre 1995** et le **20 juin 2021**.*

Conseils et indications pour la partie 2

- ✓ Vous devez uniquement indiquer les périodes et les lieux où vous avez vécu dans l'une ou plusieurs des Premières Nations énumérées ci-dessous. Vous n'avez pas à fournir d'informations sur d'autres périodes et lieux.
- ✓ Si vous aviez moins de 18 ans lorsque vous viviez dans la réserve et que vous avez quitté votre communauté pour aller à l'école, cette période doit être considéré comme du temps passé dans la réserve et incluse dans le tableau ci-dessous.
- ✓ Si vous avez vécu dans plus d'une Première Nation figurant sur la liste ci-dessous, ce n'est pas un problème. Veuillez entrer les dates pour toutes les Premières Nations dans lesquelles vous avez vécu.
- ✓ Si vous vous demandez pourquoi nous ne demandons des informations que pour certaines périodes en fonction de votre date de naissance, veuillez consulter la section sur les délais de prescription à la page de la FAQ en ligne. Vous pouvez la consulter sur le site www.firstnationsdrinkingwater.ca/fr.
- ✓ Si vous pensez que votre Première Nation a fait l'objet d'un avis sur la qualité de l'eau potable pendant un an ou plus, mais que vous ne la trouvez pas dans la liste ci-dessous, veuillez **appeler l'administrateur** au 1-833-252-4220, ou inclure l'information dans la section « Autre(s) Première(s) Nation(s) » au bas de la page.



Alberta	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Première Nation				
Nation sioux des Nakota d'Alexis	437	21 août 2007 – 31 mars 2016	Mois __, Année ____	Mois __, Année ____
Première Nation Anishinabe Tallcree	446	10 déc. 2003 – 02 févr. 2005 22 mai 2008 – 18 mars 2011	Mois __, Année ____	Mois __, Année ____
Première Nation Beaver	445	28 août 2009 – 27 juill. 2015	Mois __, Année ____	Mois __, Année ____
Première Nation de Cold Lake	464	17 sept. 2010 – 15 déc. 2011	Mois __, Année ____	Mois __, Année ____
Première Nation dénée Tha'	448	17 janv. 2003 – 10 nov. 2006 29 avr. 2008 – 19 mars 2015 4 juill. 2017 – 27 août 2018	Mois __, Année ____	Mois __, Année ____
Première Nation de Driftpile	450	22 sept. 2011 – 13 sept. 2013	Mois __, Année ____	Mois __, Année ____
Nation crie d'Enoch	440	25 mai 2015 – 09 juin 2018	Mois __, Année ____	Mois __, Année ____
Première Nation de Frog Lake	465	14 juill. 2005 - 11 mai 2007 07 sept. 2007 – 23 avr. 2012 06 sept. 2012 – 27 juin 2014 25 févr. 2016 – 16 nov. 2017	Mois __, Année ____	Mois __, Année ____
Première Nation Kapawe'no	452	29 sept. 2009 – 16 avr. 2018	Mois __, Année ____	Mois __, Année ____
Nation crie de Kehewin	466	23 avr. 2011 – 10 sept. 2020	Mois __, Année ____	Mois __, Année ____
Nation crie de Little Red River	447	14 juill. 2005 – 04 mai 2007	Mois __, Année ____	Mois __, Année ____
Première Nation crie Mikisew	461	01 févr. 2013 – 28 mai 2015	Mois __, Année ____	Mois __, Année ____
Première Nation O'Chiese	431	30 août 2007 – 17 févr. 2009 24 oct. 2011 – 13 janv. 2014	Mois __, Année ____	Mois __, Année ____
Première Nation Paul	441	24 août 2009 – 01 déc. 2010	Mois __, Année ____	Mois __, Année ____
Première Nation de Saddle Lake	462	01 oct. 2004 – 12 mai 2006 30 oct. 2009 – 02 juin 2014	Mois __, Année ____	Mois __, Année ____
Première Nation crie Samson	444	15 juill. 2010 – 27 nov. 2017	Mois __, Année ____	Mois __, Année ____
Nation Siksika	430	12 sept. 2011 – 22 oct. 2013	Mois __, Année ____	Mois __, Année ____
Première Nation Stoney Nakoda	471	27 nov. 2001 – 02 août 2005 20 oct. 2006 – 21 mars 2014	Mois __, Année ____	Mois __, Année ____
Nation crie de Sturgeon Lake	455	29 janv. 2014 – 15 juin 2015 19 oct. 2015 – 28 nov. 2016	Mois __, Année ____	Mois __, Année ____
Première Nation de Sunchild	434	21 juill. 2005 – 27 juill. 2007 21 août 2009 – 22 août 2014	Mois __, Année ____	Mois __, Année ____
Première Nation de Whitefish Lake n° 459	459	25 oct. 2002 – 09 déc. 2005 24 mai 2011 – 17 oct. 2018	Mois __, Année ____	Mois __, Année ____
Première Nation crie de Woodland	474	27 août 2010 – 07 sept. 2011	Mois __, Année ____	Mois __, Année ____

Colombie-Britannique	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Première Nation				
Première Nation ?Akisq'nuk	604	21 juin 2010 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
?aqam (également connue sous le nom de bande indienne de St. Mary's)	602	20 sept. 2013 - 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation ?Esdilagh	709	02 sept. 2002 – 27 oct. 2005 07 déc. 2012 – 24 nov. 2015	Mois __, Année ____	Mois __, Année ____
Bande indienne d'Adams Lake	684	24 avr. 2009 – 20 juin 2021 08 oct. 2004 – 23 avr. 2009	Mois __, Année ____	Mois __, Année ____
Première Nation d'Ashcroft	685	01 janv. 2001 – 14 juin 2002 06 oct. 2017 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Bonaparte (anciennement bande indienne de Bonaparte))	686	01 juill. 2001 – 10 juin 2004 09 févr. 2006 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Bande indienne Boothroyd	700	21 févr. 2014 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Bande de Canim Lake	713	01 avr. 2001 – 02 févr. 2006 08 janv. 2007 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Cheam	584	07 oct. 2011 - 01 févr. 2013 06 nov. 2013 – 31 juill. 2015	Mois __, Année ____	Mois __, Année ____
Bande indienne de Coldwater	693	19 juill. 2005 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____

Colombie-Britannique Première Nation	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Bande indienne de Cook's Ferry	694	01 janv. 2001 – 10 juin 2004 07 mai 2009 – 02 août 2013	Mois __, Année ____	Mois __, Année ____
Cowichan Tribes Ts'uuvaas-atx (anciennement connue sous le nom de Première Nation de Lake Cowichan)	642	01 août 2001 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Douglas (également connue sous le nom de nation Xa'xtsa ou de bande indienne de Douglas)	561	01 janv. 2000 – 01 avr. 2003 02 sept. 2015 – 13 sept. 2016	Mois __, Année ____	Mois __, Année ____
Première Nation Dzawada'enuxw	636	15 mai 2019 – 15 mai 2020	Mois __, Année ____	Mois __, Année ____
Première Nation d'Ehatesaht	634	23 juin 2006 – 15 août 2008	Mois __, Année ____	Mois __, Année ____
Esk'etemc	711	21 oct. 2004 – 22 mars 2016	Mois __, Année ____	Mois __, Année ____
Première Nation de Fort Nelson	543	15 mars 2002 – 16 juin 2004	Mois __, Année ____	Mois __, Année ____
Première Nation de Halfway River	546	01 avr. 2001 – 04 juin 2003	Mois __, Année ____	Mois __, Année ____
Première Nation Hupačasath	664	15 sept. 2004 – 03 oct. 2005	Mois __, Année ____	Mois __, Année ____
Première Nation Huu-ay-aht	663	01 oct. 2001 - avr. 01, 2003 30 juill. 2004 – nov. 18, 2005 24 août 2015 – juin 20, 2021	Mois __, Année ____	Mois __, Année ____
Bande indienne de Kanaka Bar (T'eq'taqn'mux)	704	01 nov. 2001 – 10 juin 2004	Mois __, Année ____	Mois __, Année ____
Nation Kitasoo (Xai'xais)	540	16 janv. 2002 – 13 mai 2005	Mois __, Année ____	Mois __, Année ____
Bande de Kitsumkalum	681	10 sept. 2007 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Nation Kwadacha	610	30 juin 2009 – 29 juin 2015	Mois __, Année ____	Mois __, Année ____
Première Nation Kwakiutl	626	01 sept. 2001 – 01 avr. 2003 15 mai 2019 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation Kwikwasut'inxw Haxwa'mis	625	01 août 2000 – 07 janv. 2008	Mois __, Année ____	Mois __, Année ____
Nation de Lake Babine	607	30 sept. 1999 – 17 juin 2015	Mois __, Année ____	Mois __, Année ____
Première Nation Leq'á-mel (anciennement Première Nation Lakahahmen)	579	20 oct. 2006 – 17 janv. 2017 21 juill. 2017 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Nation dénée de Lhoosk'uz	721	26 nov. 2007 – 07 août 2015	Mois __, Année ____	Mois __, Année ____
Nation dénée de Lhtako	715	01 janv. 1999 – 12 juin 2015	Mois __, Année ____	Mois __, Année ____
Nation Lií'Wat	557	12 juill. 2019 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Bande de Little Shuswap Lake	689	08 mai 2009 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Bande indienne de Lower Nicola	695	13 janv. 2006 – 19 mars 2008 27 avr. 2009 – 22 juill. 2010 22 mai 2012 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Bande indienne de Lower Similkameen (Smelqmix)	598	28 nov. 2005 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Lytton	705	01 janv. 2000 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Bande indienne de McLeod Lake	618	16 nov. 2006 – 01 déc. 2008	Mois __, Année ____	Mois __, Année ____
Première Nation Nadleh Whut'en	612	01 juin 2004 – 17 juin 2015	Mois __, Année ____	Mois __, Année ____
Première Nation de Nazko	720	01 janv. 1999 – 03 déc. 2015 21 avr. 2020 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Neskonlith	690	30 mars 2013 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Bande indienne de Nicomen	696	27 déc. 2006 – 04 janv. 2008	Mois __, Année ____	Mois __, Année ____
Bande indienne de Nooaitch	699	11 juin 2010 – 26 févr. 2015 16 mars 2017 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
N'Quatqua	556	24 avr. 2008 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Bande indienne Osoyoos	596	21 août 2007 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Pacheedaht (anciennement Pacheena ou Pacheenaht)	658	08 août 2008 – 15 avr. 2010	Mois __, Année ____	Mois __, Année ____
Bande indienne de Penticton	597	03 juin 2008 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation Peters	586	22 août 2019 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Qualicum	651	15 juin 2007 – 15 août 2008	Mois __, Année ____	Mois __, Année ____
Première Nation Saik'uz	615	07 janv. 2020 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Premières Nations de Saulteau	542	17 févr. 2005 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Sekw'el'was (également connue sous le nom de bande de Cayoose Creek)	591	25 févr. 2019 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____

Colombie-Britannique	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Première Nation de Semiahmoo	569	24 oct. 2003 – 16 mars 2005 13 oct. 2005 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Nation Shishálh (également connue sous le nom de Première Nation Sechlet)	551	14 avr. 1997 – 16 mars 2005	Mois __ Année ____	Mois __ Année ____
Première Nation de Shuswap	605	01 janv. 2001 – 08 nov. 2006 25 sept. 2009 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation Simpcw	691	16 juin 2008 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation de Siska	706	21 août 2006 – 07 mai 2010 23 mai 2012 – 24 avr. 2017	Mois __ Année ____	Mois __ Année ____
Bande indienne de Skeetchestn	687	13 mai 2010 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Conseil de la bande de Skidegate	670	16 juin 2011 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Bande indienne Skuppah	707	20 déc. 2002 – 07 mai 2004	Mois __ Année ____	Mois __ Année ____
Skwxwú7mesh Úxwumixw (Nation Squamish)	555	07 oct. 2011 – 28 janv. 2013	Mois __ Année ____	Mois __ Année ____
Première Nation Snuneymuxw	648	30 juill. 2007 – 01 juin 2017	Mois __ Année ____	Mois __ Année ____
Première Nation Soowahlie (également connue sous le nom de bande Soowahile)	572	08 nov. 2005 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation de Splantsin	600	10 juill. 2014 – 15 févr. 2017	Mois __ Année ____	Mois __ Année ____
Première Nation de Spuzzum	708	01 mai 2001 – 02 mai 2002 30 juin 2003 – 05 août 2008	Mois __ Année ____	Mois __ Année ____
Sq'ewá:lxw (également connue sous le nom de Première Nation Skawahlook)	582	10 juill. 2012 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation Sq'éwlets (également connue sous le nom de Première Nation Scowlitz)	568	01 janv. 2000 – 07 juin 2002 01 nov. 2005 – 09 mars 2011	Mois __ Année ____	Mois __ Année ____
Première Nation Stellat'en	613	13 mars 2012 – 01 avr. 2019	Mois __ Année ____	Mois __ Année ____
Nation Sts'ailes (également connue sous le nom de bande indienne Chehalis)	559	24 janv. 2013 – 01 juin 2014	Mois __ Année ____	Mois __ Année ____
Première Nation Stswecem'c Xgat'tem (anciennement Canoe Creek)	723	01 mars 1999 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation T'l'esqox (Première Nation Toosey)	718	25 nov. 2004 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation T'la'tlasikwala	632	04 août 2017 – 01 nov. 2018	Mois __ Année ____	Mois __ Année ____
Première Nation T'lt'q'et (anciennement connue sous le nom de bande indienne de Lillooet)	593	24 juill. 2007 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation de Takla Lake (anciennement connue sous le nom de bande indienne de Takla Land)	608	16 juin 2004 – 02 mai 2008 18 oct. 2019 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation Tsartlip	653	18 oct. 2019 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Tk'emlúps te Secwépemc (anciennement appelée bande indienne de Kamloops)	688	14 mar 2012 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation Tl'azt'en	617	07 janv. 2005 – 16 nov. 2018	Mois __ Année ____	Mois __ Année ____
Gouvernement Tl'etinqox-t'in	712	04 oct. 2004 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Bande indienne de Tobacco Plains (Première Nation Yaqít ʔa-knuqł'it)	603	11 sept. 2008 – 25 oct. 2010	Mois __ Année ____	Mois __ Année ____
Nation Toquaht	666	27 mars 2002 – 31 mars 2014	Mois __ Année ____	Mois __ Année ____
Tsal'alh (également connue sous le nom de bande indienne de Seton Lake)	595	17 juill. 2012 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation dénée Tsay Keh	609	25 sept. 2006 – 01 déc. 2008	Mois __ Année ____	Mois __ Année ____
Première Nation Ts'kw'aylaxw (également connue sous le nom de bande indienne Pavillon)	594	13 oct. 2004 – 28 juin 2006	Mois __ Année ____	Mois __ Année ____
Première Nation Tšideldel (anciennement connue sous le nom d'Alexis Creek)	710	01 avr. 1999 – 12 oct. 2018	Mois __ Année ____	Mois __ Année ____
Première Nation d'Ucluellet (gouvernement Yuulu ʔHʔath)	668	20 mai 2014 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation d'Upper Nicola	697	19 juill. 2005 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation d'Upper Similkameen	599	17 mai 2018 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation de Westbank	601	05 août, 2008 – 12 nov. 2020	Mois __ Année ____	Mois __ Année ____
Première Nation Wet'Suwet'En	725	13 mars 2012 – 18 mars 2021	Mois __ Année ____	Mois __ Année ____
Bande indienne de Whispering Pines/Clinton	702	20 févr. 2007 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____

Colombie-Britannique	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Première Nation de Williams Lake	719	01 juill. 2000 – 27 juin 2005 09 sept. 2005 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation Xat'sülil (anciennement connue sous le nom de bande indienne de Soda Creek)	716	08 août 2001 – 27 sept. 2002 17 sept. 2004 – 04 nov. 2005	Mois __ Année ____	Mois __ Année ____
Xaxli'p (également connue sous le nom de bande indienne de Fountain)	592	22 juill. 2009 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Gouvernement de la Première Nation Xenigwet'in	714	01 mai 2001 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Xwisten (également connue sous le nom de bande indienne de Bridge River)	590	19 nov. 2012 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation Yunesit'in	717	01 avr. 1999 – 30 sept. 2002	Mois __ Année ____	Mois __ Année ____

Manitoba	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Première Nation de Beren's River	266	01 juill. 2005 – 21 août 2006	Mois __ Année ____	Mois __ Année ____
Nation dakota de Canupawakpa	289	26 mars 2014 – 28 sept. 2018	Mois __ Année ____	Mois __ Année ____
Nation crie de Fox Lake	305	28 nov. 2014 – 02 déc. 2015	Mois __ Année ____	Mois __ Année ____
Première Nation de God's Lake Narrows	296	24 avr. 2005 – 29 juill. 2019	Mois __ Année ____	Mois __ Année ____
Première Nation de Hollow Water	263	20 déc. 2016 – 02 mai 2018	Mois __ Année ____	Mois __ Année ____
Première Nation Kinonjeoshtegon (également connue sous le nom de Première Nation Jackhead)	268	07 juill. 2016 – 22 juin 2018	Mois __ Année ____	Mois __ Année ____
Première Nation de Lake Manitoba	271	23 juin 2014 – 23 mars 2016 06 avr. 2016 – 08 mai 2017 13 juin 2019 – 23 déc. 2020	Mois __ Année ____	Mois __ Année ____
Première Nation de Little Grand Rapids	270	17 août 2004 – 16 nov. 2005	Mois __ Année ____	Mois __ Année ____
Première Nation Little Saskatchewan	274	26 sept. 2019 – 23 mars 2021	Mois __ Année ____	Mois __ Année ____
Première Nation de Long Plain	287	22 juill. 2016 – 08 févr. 2018	Mois __ Année ____	Mois __ Année ____
Première Nation de Pauingassi	327	24 sept. 2014 – 16 mars 2018	Mois __ Année ____	Mois __ Année ____
Première Nation Pinaymootang (anciennement connue sous le nom de Première Nation Fairford)	272	09 avr. 2019 – 17 avr. 2019 24 août 2012 – 08 avr. 2019	Mois __ Année ____	Mois __ Année ____
Première Nation de Pine Creek	282	01 mai 2003 – 29 mai 2004	Mois __ Année ____	Mois __ Année ____
Nation crie de Sapotaweyak	314	10 juill. 2019 – 20 mai 2021	Mois __ Année ____	Mois __ Année ____
Première Nation Sasgkeeng (également connue sous le nom de bande indienne de Fort Alexander)	262	05 août 2016 – 09 mars 2018	Mois __ Année ____	Mois __ Année ____
Première Nation de Shamattawa	307	06 déc. 2018 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Nation crie de Tataskweyak	306	17 mai 2017 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation de Wuskwi Sipiik	324	01 oct. 2001 – 14 janv. 2005 24 avr. 2014 – 30 juill. 2020	Mois __ Année ____	Mois __ Année ____

Nouveau-Brunswick	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Bande micmaque de Buctouche (également connue sous le nom de Tjopogtotijg)	4	10 juin 2010 – 14 févr. 2014	Mois __ Année ____	Mois __ Année ____
Première Nation d'Eel Ground	7	08 oct. 2008 – 10 avr. 2019	Mois __ Année ____	Mois __ Année ____
Première Nation de Fort Folly	9	06 mars 2002 – 24 mai 2005	Mois __ Année ____	Mois __ Année ____
Première Nation d'Indian Island	10	07 avr. 2005 – 08 juill. 2016	Mois __ Année ____	Mois __ Année ____
Première Nation de Pabineau	13	01 juin 2005 – 14 juill. 2016	Mois __ Année ____	Mois __ Année ____
Première Nation de Tobique (Neqotkuk)	16	19 juill. 2007 – 24 mai 2011	Mois __ Année ____	Mois __ Année ____
Première Nation Welamukotuk (également connue sous le nom de Première Nation Oromocto)	12	12 août 2008 – 27 nov. 2009	Mois __ Année ____	Mois __ Année ____
Première Nation de Woodstock	17	01 mars 2005 – 01 mai 2007	Mois __ Année ____	Mois __ Année ____

Terre-Neuve-et-Labrador	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Première Nation de Miawpukek	47	08 oct. 2008 – 06 sept. 2011 10 sept. 2014 – 13 juin 2018	Mois __, Année ____	Mois __, Année ____

Nouvelle-Écosse	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Première Nation de Millbrook	27	15 sept. 2006 – 04 févr. 2013	Mois __, Année ____	Mois __, Année ____
Première Nation de Potlotek (anciennement connue sous le nom de Chapel Island)	22	13 févr. 2015 – 27 mai 2016	Mois __, Année ____	Mois __, Année ____

Ontario	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Première Nation d'Alderville	160	29 mai 2013 – 11 févr. 2016	Mois __, Année ____	Mois __, Année ____
Première Nation des Algonquins de Pikwàkanagàn	163	07 juill. 2008 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Animakee Wa Zhing n° 37 (anciennement connue sous le nom de Northwest Angle 37)	152	10 oct. 2000 – 03 sept. 2020	Mois __, Année ____	Mois __, Année ____
Première Nation Anishinaabeg de Naongashiing	125	26 mai 2008 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation d'Aroland	242	04 sept. 2008 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Asubpeeschoseewagunk Netum Anishinabek (Première Nation de Grassy Narrows)	149	01 mars 2009 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation Attawapiskat	143	01 janv. 2009 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Bearskin Lake	207	21 févr. 2002 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Big Grassy	124	01 mars 2017 – 17 avr. 2019	Mois __, Année ____	Mois __, Année ____
Biinjitiwaabik Zaaging Anishinaabek (également connue sous le nom de Première Nation de Rocky Bay)	197	10 août 2015 – 11 août 2016	Mois __, Année ____	Mois __, Année ____
Première Nation de Cat Lake	216	07 févr. 2002 – 27 juill. 2006 13 oct. 2006 – 17 déc. 2018	Mois __, Année ____	Mois __, Année ____
Première Nation des Chippewas de Georgina Island	138	24 avr. 2017 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation des Chippewas de Nawash Unceded	122	21 janv. 2019 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Constance Lake	182	25 juill. 2010 – 03 juill. 2012 10 avr. 2014 – 26 sept. 2016	Mois __, Année ____	Mois __, Année ____
Première Nation de Couchiching	126	05 avr. 2004 – 03 oct. 2005	Mois __, Année ____	Mois __, Année ____
Première Nation de Curve Lake	161	14 août 2015 – 06 juin 2018	Mois __, Année ____	Mois __, Année ____
Première Nation de Deer Lake	237	01 nov. 2001 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation d'Eabametoong	183	01 août 2001 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation d'Eagle Lake	148	20 sept. 2002 – 31 août 2009	Mois __, Année ____	Mois __, Année ____
Première Nation de Fort Severn	215	01 juill. 2001 – 01 déc. 2003 04 févr. 2019 – 25 sept. 2020	Mois __, Année ____	Mois __, Année ____
Première Nation de Hiawatha	162	07 juill. 2008 – 28 févr. 2019	Mois __, Année ____	Mois __, Année ____
Première Nation crie de Kashechewan	243	12 août 2003 – 23 juin 2006	Mois __, Année ____	Mois __, Année ____
Première Nation de Kee-way-win	325	23 juin 2004 – 23 avr. 2008	Mois __, Année ____	Mois __, Année ____
Kiashke Zaaging Anishinaabek (également connue sous le nom de Première Nation de Gull Bay)	188	30 avr. 2009 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Kingfisher	212	22 oct. 2004 – 08 sept. 2009	Mois __, Année ____	Mois __, Année ____
Première Nation Kitchenuhmaykoosib Inninuwai (Première Nation Big Trout)	209	26 juill. 2001 – 16 avr. 2003 18 nov. 2005 – 16 août 2010	Mois __, Année ____	Mois __, Année ____
Première Nation du lac La Croix	127	06 févr. 2017 – 25 oct. 2018	Mois __, Année ____	Mois __, Année ____
Première Nation du Lac Seul	205	01 janv. 1999 – 07 janv. 2020	Mois __, Année ____	Mois __, Année ____

Ontario	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Première Nation de Marten Falls	186	18 juill. 2005 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Nation ojibwée de Mishkeegogamang	203	01 août 2001 – 20 avr. 2007 22 août 2013 – 29 août 2014 09 mars 2015 – 19 déc. 2017 10 juin 2019 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation des Mississaugas de Scugog Island	140	23 oct. 2008 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Mitaanjigamiing	133	25 mai 2020 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Mohawks de la baie de Quinte	164	22 mai 2003 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Moose Deer Point	135	01 janv. 1998 – 19 déc. 2007	Mois __, Année ____	Mois __, Année ____
Première Nation de Muskrat Dam	213	24 oct. 2003 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Naotkamegwaning	158	25 sept. 2003 – 29 sept. 2005 31 août 2006 – 25 juin 2008 08 août 2008 – 08 avr. 2010	Mois __, Année ____	Mois __, Année ____
Première Nation de Neskantaga	239	01 févr. 1995 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation Nibinamik	241	15 sept. 2003 – 10 nov. 2004 23 mars 2007 – 04 nov. 2008 26 févr. 2009 – 05 déc. 2011 05 févr. 2013 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation Nigigoosiminikaaning (anciennement connue sous le nom de Première Nation Niockousemenecaning et de Première Nation Red Gut)	129	05 févr. 2019 – 30 sept. 2020	Mois __, Année ____	Mois __, Année ____
Première Nation de Nipissing	220	16 avr. 2007 – 20 févr. 2015	Mois __, Année ____	Mois __, Année ____
Première Nation de North Caribou Lake (également connue sous le nom de Weagamow Lake et de Round Lake)	204	01 août 2001 – 15 nov. 2004 08 nov. 2006 – 01 juin 2009 03 mars 2020 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de North Spirit Lake	238	01 août 2001 – 27 févr. 2019 05 avr. 2019 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Northwest Angle 33	151	11 avr. 2011 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Netmizaaggamig Nishnaabeg (anciennement connue sous le nom de Première Nation de Pic Mobert)	195	31 oct. 2003 – 11 août 2006 26 févr. 2008 – 16 déc. 2016	Mois __, Année ____	Mois __, Année ____
Nation Niisaachewan Anishnaabe (anciennement Nation ojibwée Ochiichagwe' Babigo'ning)	147	01 oct. 2004 – 21 déc. 2006	Mois __, Année ____	Mois __, Année ____
Nation ojibwée de Saugeen	258	20 févr. 2015 – 15 mai 2017 26 avr. 2018 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Nation Oneida de la Tamise	246	26 sept. 2019 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Pikangikum	208	01 oct. 2000 – 08 juill. 2002 17 oct. 2005 – 17 sept. 2018	Mois __, Année ____	Mois __, Année ____
Première Nation de Poplar Hill	236	18 juill. 2006 – 01 oct. 2008	Mois __, Année ____	Mois __, Année ____
Bande indienne de Red Rock (réserve de Lake Helen)	193	13 oct. 2009 – 26 juin 2014	Mois __, Année ____	Mois __, Année ____
Première Nation de Sachigo Lake	214	07 juin 2016 – 20 avr. 2018 19 oct. 2018 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Sandy Lake	211	10 oct. 2002 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Serpent River	201	01 sept. 2015 – 08 nov. 2017	Mois __, Année ____	Mois __, Année ____
Première Nation de Shoal Lake n° 40	155	18 févr. 1997 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Nation de Slate Falls	259	07 juill. 2004 – 05 févr. 2018	Mois __, Année ____	Mois __, Année ____
Nation Taykwa Tagamou	145	02 nov. 2005 – 24 oct. 2008 14 avr. 2011 – 28 oct. 2016	Mois __, Année ____	Mois __, Année ____
Nations indépendantes de Wabaseemoong	150	11 août 2017 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Wabauskang	156	15 déc. 2014 – 15 mai 2017	Mois __, Année ____	Mois __, Année ____
Nation ojibwée de Wabigoon Lake	157	07 déc. 2001 – 29 sept. 2003	Mois __, Année ____	Mois __, Année ____
Mohawks de Wahta	134	11 sept. 2013 – 31 mars 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Wapekeka	206	17 juill. 2002 – 05 oct. 2007	Mois __, Année ____	Mois __, Année ____
Première Nation de Wasauksing	136	01 déc. 1998 – 21 nov. 2012	Mois __, Année ____	Mois __, Année ____

Ontario Première Nation	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Première Nation de Washagamis Bay (également connue sous le nom de Première Nation d'Obashkaandagaang Bay)	235	19 déc. 2008 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation de Wauzhushk Onigum	153	14 mars 2003 – 28 juin 2004	Mois __ Année ____	Mois __ Année ____
Première Nation de Wawakapewin	234	03 mars 2004 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation de Webequie	240	03 juin 2003 – 27 juin 2007 02 avr. 2009 – 07 oct. 2010 08 avr. 2016 – 24 avr. 2018	Mois __ Année ____	Mois __ Année ____
Première Nation de Weenusk	146	15 févr. 2006 – 19 déc. 2018	Mois __ Année ____	Mois __ Année ____
Première Nation de Wunnumin Lake	217	01 mars 2001 – 13 juin 2005	Mois __ Année ____	Mois __ Année ____
Première Nation de Zhiibaahaasing	173	12 août 2011 – 16 oct. 2013	Mois __ Année ____	Mois __ Année ____

Île-du-Prince-Édouard Première Nation	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Première Nation d'Abegweit	1	10 janv. 2008 – 20 nov. 2015	Mois __ Année ____	Mois __ Année ____

Québec Première Nation	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Communauté Anicinape de Kitcisakik	62	25 juill. 2005 – 27 juill. 2013	Mois __ Année ____	Mois __ Année ____
Conseil des Innus de Pakua Shipu	88	14 févr. 2003 – 05 nov. 2004	Mois __ Année ____	Mois __ Année ____
Conseil des Innus de Pessamit (également connu sous le nom de réserve indienne de Pessamit)	85	16 août 2009 – 24 août 2012	Mois __ Année ____	Mois __ Année ____
Kitigan Zibi Anishinabeg	73	12 août 1999 – 11 déc. 2017	Mois __ Année ____	Mois __ Année ____

Saskatchewan Première Nation	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Nation crie de Beardy et Okemasis	369	13 nov. 2008 – 19 nov. 2009	Mois __ Année ____	Mois __ Année ____
Nation crie de Big Island Lake	399	20 août 2013 – 25 juin 2018	Mois __ Année ____	Mois __ Année ____
Première Nation dénésuline de Black Lakec	317	16 janv. 2007 – 17 sept. 2009 19 avr. 2013 – 23 janv. 2021	Mois __ Année ____	Mois __ Année ____
Nation dénée de Buffalo River	398	11 mars 2011 – 30 nov. 2012	Mois __ Année ____	Mois __ Année ____
Nation dénée de la rivière Clearwater	401	24 avr. 2006 – 31 oct. 2019	Mois __ Année ____	Mois __ Année ____
Première Nation de Cote	366	16 avr. 2007 – 04 févr. 2010	Mois __ Année ____	Mois __ Année ____
Première Nation de Cowessess	361	15 févr. 2017 – 22 mars 2018	Mois __ Année ____	Mois __ Année ____
Nation crie de Cumberland House	350	01 janv. 2003 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation de Fishing Lake	390	15 août 2007 – 23 juin 2009	Mois __ Année ____	Mois __ Année ____
Première Nation dénésuline de Fond Du Lac	351	16 juill. 2017 – 19 oct. 2018	Mois __ Année ____	Mois __ Année ____
Première Nation dénésuline de Hatchet Lake	352	22 déc. 2004 – 25 janv. 2007	Mois __ Année ____	Mois __ Année ____
Première Nation de Kahkewistahaw	362	18 juin 2012 – 01 oct. 2014 03 juin 2015 – 31 oct. 2017	Mois __ Année ____	Mois __ Année ____
Première Nation de Keeseekoose	367	04 juill. 2005 – 23 nov. 2006 20 août 2008 – 05 févr. 2010	Mois __ Année ____	Mois __ Année ____
Première Nation de Little Pine	340	14 nov. 2018 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Première Nation de Muscowpetung	381	19 déc. 2006 – 05 janv. 2009	Mois __ Année ____	Mois __ Année ____
Première Nation de Muskowekwan	392	20 janv. 2014 – 25 févr. 2015	Mois __ Année ____	Mois __ Année ____
Nation crie de Ministikwan Lake	397	09 mars 2007 – 08 mai 2008 14 août 2014 – 20 juin 2021	Mois __ Année ____	Mois __ Année ____
Nation crie du lac Montréal	354	17 oct. 2010 – 24 oct. 2016	Mois __ Année ____	Mois __ Année ____
Première Nation de Moosomin	342	30 mars 2011 – 10 févr. 2014	Mois __ Année ____	Mois __ Année ____
Première Nation Nekaneet	380	26 août 2013 – 30 nov. 2016 26 oct. 2017 – 04 mars 2019	Mois __ Année ____	Mois __ Année ____
Première Nation d'Okanese	382	11 avr. 2006 – 01 mars 2013	Mois __ Année ____	Mois __ Année ____

Saskatchewan	Numéro de la Première Nation/Bande	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
Première Nation				
Nation crie de Peepeekisis	384	08 avr. 2005 – 01 août 2007 21 oct. 2009 – 15 nov. 2010 10 avr. 2013 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Nation crie de Peter Ballantyne	355	25 août 2015 – 07 nov. 2017 20 août 2019 – 22 mars 2021	Mois __, Année ____	Mois __, Année ____
Nation crie de Poundmaker	345	18 sept. 2003 – 20 mars 2018	Mois __, Année ____	Mois __, Année ____
Nation crie de Red Earth	356	20 avr. 2006 – 04 déc. 2008 27 sept. 2013 – 13 mai 2015 24 juin 2016 – 02 mars 2018	Mois __, Année ____	Mois __, Année ____
Première Nation de Saulteaux	347	06 nov. 2012 – 10 sept. 2014	Mois __, Année ____	Mois __, Année ____
Nation crie de Shoal Lake	357	07 juin 2006 – 07 nov. 2008	Mois __, Année ____	Mois __, Année ____
Première Nation Dakota de Standing Buffalo	386	16 juill. 2008 – 02 sept. 2009 09 mai 2018 – 10 juill. 2019	Mois __, Année ____	Mois __, Année ____
Nation crie de Star Blanket	387	10 janv. 2007 – 20 juin 2021	Mois __, Année ____	Mois __, Année ____
Première Nation de Sweetgrass	348	11 janv. 2002 – 26 janv. 2017	Mois __, Année ____	Mois __, Année ____
Nation Dakota de Wahpeton	358	23 août 2011 – 29 mai 2015	Mois __, Année ____	Mois __, Année ____
Première Nation White Bear	365	02 août 2007 – 28 janv. 2010 20 sept. 2011 – 15 juin 2021	Mois __, Année ____	Mois __, Année ____

Autre(s) Première(s) Nation(s)/Périodes de résidence

Si vous pensez qu'une Première Nation où vous avez vécu a fait l'objet d'un avis concernant la qualité de l'eau potable qui a duré un an ou plus entre le 20 novembre 1995 et le 20 juin 2021, mais que vous ne trouvez pas cette Première Nation dans la liste ci-dessus, vous pouvez nous appeler, ou vous pouvez inclure cette information ici. Nous ferons une enquête et il se peut que nous devions vous demander des informations supplémentaires.

Vous pouvez également utiliser cette section si vous avez vécu dans une Première Nation figurant sur la liste ci-dessus pendant deux ou plusieurs périodes distinctes.

Première Nation	Province	Numéro de la Première Nation/Bande (facultatif)	Dates de l'avis sur la qualité de l'eau potable	J'ai vécu sur cette Première Nation touchée DE : Mois, Année	J'ai vécu sur cette Première Nation touchée JUSQU'À : Mois, Année
				Mois __, Année ____	Mois __, Année ____
				Mois __, Année ____	Mois __, Année ____



RÈGLEMENT sur l'eau potable des Premières Nations

PARTIE 3 : AUTORISATION

- ✓ Dans cette section, nous voulons **vous assurer que vous avez pris connaissance des conditions générales importantes et que vous les acceptez** dans le cadre de la soumission de votre demande :



L'administrateur traite les demandes d'indemnisation, comme celle que vous soumettez en remplissant ce formulaire.


1. Le travail de l'administrateur consiste à traiter les demandes avec soin, équité et efficacité, en fonction des instructions qui lui sont données et des informations qui lui sont transmises. Il ne représente ni le Canada, ni les Premières Nations, ni les membres des Premières Nations. Il n'est pas avocat et n'offre pas de conseils juridiques.
2. Étant donné que l'administrateur s'en tient à gérer les demandes, il ne lui appartient pas de déterminer ou de protéger les droits juridiques du Canada, des Premières Nations ou des membres des Premières Nations, ni de soulever des questions que le Canada, les Premières Nations ou les membres des Premières Nations n'ont pas soulevées.
3. Les avocats sont à votre disposition pour vous fournir des conseils juridiques gratuitement. Vous pouvez les joindre en appelant la ligne d'assistance gratuite des avocats de l'action collective au 1-833-265-7589.
4. Dans le cadre de ce processus de demande d'indemnisation, l'administrateur peut vous demander des informations supplémentaires.
5. Dans le cadre de ce processus de demande d'indemnisation, l'administrateur peut divulguer les renseignements que vous fournissez ou le montant de votre indemnisation à l'un des groupes suivants : la Première Nation dont vous êtes membre, la ou les Premières Nations où vous avez vécu, le Canada, les avocats du groupe, le tiers évaluateur, le comité mixte, le comité de mise en œuvre du règlement ou le comité consultatif des Premières Nations sur la salubrité de l'eau potable.
6. Le Canada, dans le cadre de ce processus, peut divulguer des renseignements en sa possession à un ou plusieurs des groupes suivants : l'administrateur, les avocats du groupe, le tiers évaluateur, le comité mixte, le comité de mise en œuvre du règlement ou le comité consultatif des Premières Nations sur la salubrité de l'eau potable.




La confidentialité est primordiale. Les renseignements que vous soumettez resteront confidentiels, à moins que nous devions les communiquer à d'autres personnes dans le cadre de ce processus.

Vous pouvez en savoir plus sur les rôles et les membres de ces groupes en consultant la page de la FAQ en ligne sur le site www.firstnationsdrinkingwater.ca/fr.

7. Nous nous baserons sur les renseignements que vous nous fournirez, et **en signant et en soumettant ce formulaire, vous certifiez que tous les renseignements que vous avez fournis sont à votre connaissance exacts**. Si quelqu'un vous a aidé à remplir ce formulaire, vous confirmez également qu'il vous a lu tout ce qu'il a écrit sur ce formulaire et tout ce qu'il a inclus ou joint à celui-ci.

Votre déclaration et votre signature	« Tout ce qui figure dans ce formulaire est à ma connaissance exact. J'ai pris connaissance des conditions générales importantes, je les comprends et je les accepte, et je consens à la divulgation et à l'utilisation de tous les renseignements que j'ai fournis, y compris, mais sans s'y limiter, mes renseignements personnels, conformément à ce qui précède et au règlement. » _____ Signez ici 
Votre nom complet en caractères d'imprimerie (prénom, nom de famille)	
Date à laquelle vous avez signé ce formulaire	Jour ____ Mois ____ Année ____

- ✓ Il faut également que quelqu'un soit **témoin** de votre signature du présent formulaire de demande d'indemnisation. Le témoin n'a PAS besoin de lire ce que vous avez écrit dans ce formulaire ou de vérifier que ce que vous avez écrit est exact. Toute personne âgée de plus de 18 ans peut être votre témoin.

Déclaration et signature du témoin	« J'ai été témoin de la signature de ce formulaire par la personne ci-dessus. » _____ Votre témoin signe ici 
Nom complet de votre témoin en caractères d'imprimerie (prénom, nom de famille)	
Date à laquelle le témoin a signé ce formulaire	Jour ____ Mois ____ Année ____

Si vous avez rempli tous les champs ci-dessus, joint une copie de votre pièce d'identité et que vous ne faites PAS de demande d'indemnisation pour des préjudices déterminés, vous avez presque terminé. Veuillez utiliser la liste de contrôle à la dernière page pour vérifier tous les renseignements, puis soumettez votre demande. Veuillez **choisir l'un** des modes de soumission suivants :



Si vous soumettez une demande pour des préjudices déterminés, veuillez passer aux parties 4 et 5, ou si vous n'avez pas de pièce d'identité, veuillez passer à la partie 5.

Par courrier postal

Administrateur des demandes
d'indemnisation de l'action collective
relative à l'eau potable,
a/s de Deloitte
Case postale 160 STN Adelaide
Toronto (Ontario) M5C 2J2, Canada

ou

Par courriel

firstnationswater@deloitte.ca

ou

Par télécopieur

647-738-5206

Vous pouvez soumettre votre demande par courrier postal, par courriel ou par télécopieur. Choisissez le moyen le plus simple pour vous.



Une fois que vous aurez soumis votre demande d'indemnisation, l'administrateur communiquera avec vous pour confirmer qu'il l'a bien reçue. Si vous avez des questions à n'importe quelle étape du processus, vous pouvez nous appeler au 1-833-252-4220.



PARTIE 4 : PRÉJUDICES DÉTERMINÉS

(Cette section est facultative)

Cette partie est facultative. Vous n'êtes pas obligé de la remplir. Ce règlement a pour but d'offrir reconnaissance et réconfort à ceux qui ont souffert. L'eau potable impure et insalubre est source de maux pour tous, mais **certaines personnes ont subi des préjudices supplémentaires : des préjudices graves et déterminés directement causés par l'eau insalubre.** Si cela vous est arrivé, vous pouvez remplir cette partie et soumettre une demande d'indemnisation complémentaire.





Il est souvent difficile de parler de la souffrance. Nous ne voulons pas refaire vivre un traumatisme à quiconque, c'est pourquoi nous avons fait notre possible pour que ce formulaire soit très simple et factuel. Si vous avez besoin d'un soutien émotionnel, veuillez appeler la ligne d'assistance Espoir pour le mieux-être au 1-855-242-3310 ou envoyer un message en ligne à www.espoirpourlemieuxetre.ca.

Il y a deux niveaux d'indemnisation supplémentaire.
Voici les règles à suivre pour présenter une demande d'indemnisation :

Le niveau de préjudice 1 concerne les préjudices graves qui ont duré plus d'un mois, mais moins d'un an. Pour être admissible, vous devez répondre à tous les critères suivants :

1. Vous devez avoir souffert de problèmes de santé importants et prolongés qui ont nui à votre qualité de vie et perturbé votre bien-être ou vos activités quotidiennes.
2. Les préjudices doivent avoir été **directement causés par l'avis à long terme sur la qualité de l'eau potable**, soit parce que vous avez utilisé de l'eau traitée ou de l'eau du robinet conformément à l'avis, mais avez quand même été malade, soit parce que vous n'avez pas eu un accès approprié à de l'eau traitée ou de l'eau du robinet.


 Cela signifie que vous devez avoir suivi les instructions de l'avis. Par exemple, si un avis d'ébullition de l'eau était en vigueur, vous devez avoir suivi les instructions et avoir fait bouillir l'eau du robinet au préalable. Cela signifie également que vous devez avoir utilisé l'eau traitée ou l'eau du robinet. L'utilisation d'eau non traitée provenant de sources d'eau de surface telles que des lacs, des étangs ou des rivières n'est pas couverte.
3. Les symptômes doivent avoir persisté pendant des jours consécutifs totalisant au moins un mois, mais moins d'un an.
4. Vous devez avoir essayé d'obtenir un traitement pour vos préjudices.


 Dans de nombreuses Premières Nations, il peut être difficile d'accéder aux soins de santé. Par conséquent, si vous n'avez pas pu vous faire soigner, vous pouvez tout de même soumettre une demande d'indemnisation, pour autant que vous ayez essayé d'obtenir l'aide de quelqu'un, par exemple un aîné, un responsable de la santé communautaire, un chaman, un gardien du savoir, un praticien de médecine traditionnelle, un guérisseur, une infirmière ou un médecin.




Le niveau de préjudice 2 concerne les préjudices graves qui ont duré plus d'un an. Pour être admissible, vous devez répondre à tous les critères suivants :


1. Vous devez avoir souffert de problèmes de santé importants et prolongés qui ont nui à votre qualité de vie et perturbé votre bien-être et/ou vos activités quotidiennes.
2. Les préjudices doivent avoir été **directement causés par l'avis à long terme sur la qualité de l'eau potable**, soit parce que vous avez utilisé de l'eau traitée ou de l'eau du robinet conformément à l'avis, mais avez quand même été malade, soit parce que vous n'avez pas eu un accès approprié à de l'eau traitée ou de l'eau du robinet.

 Cela signifie que vous devez avoir suivi les instructions de l'avis. Par exemple, si un avis d'ébullition de l'eau était en vigueur, vous devez avoir suivi les instructions et avoir fait bouillir l'eau du robinet au préalable. Cela signifie également que vous devez avoir utilisé l'eau traitée ou l'eau du robinet. L'utilisation d'eau non traitée provenant de sources d'eau de surface telles que des lacs, des étangs ou des rivières n'est pas couverte.
3. Les symptômes doivent avoir persisté pendant des jours consécutifs totalisant au moins un an.
4. Vous devez avoir reçu un traitement pour vos préjudices auprès d'un professionnel de la santé.

 Un professionnel de la santé peut être l'une des personnes suivantes : un praticien de médecine traditionnelle, un guérisseur ou un médecin.

- ✓ Le montant de l'indemnisation pour les préjudices déterminés dépendra du nombre de demandes d'indemnisation admissibles présentées par les membres de l'action collective. Si vous êtes admissible, votre indemnisation sera basée sur le nombre total de demandes admissibles, le type de préjudice que vous avez subi et le niveau de ce préjudice.
- ✓ Vous pouvez choisir plusieurs types de préjudice parmi les neuf de la liste ci-dessous, mais vous ne pouvez choisir qu'un seul niveau de préjudice pour chaque type. Veuillez indiquer tout ce qui s'applique à votre cas. Si vous choisissez plusieurs types de préjudice, l'administrateur pourrait communiquer avec vous pour obtenir des précisions.
- ✓ Vous n'avez pas l'obligation de fournir des documents justificatifs ou des témoignages pour présenter une demande d'indemnisation. Mais si vous le souhaitez, lorsque vous soumettez votre demande, vous pouvez inclure des éléments tels que (a) les dossiers médicaux relatifs au préjudice et à sa cause; (b) d'autres dossiers, y compris des dossiers écrits, des photographies et des vidéos, relatifs au préjudice et à sa cause; (c) une déclaration écrite; ou (d) un témoignage oral.

Type de préjudice	Préjudices déterminés (diagnostic médical) Sélectionnez (✓) celles qui s'appliquent.	Symptômes et professionnel(s) de la santé Veuillez indiquer le nom du ou des professionnels de la santé auprès desquels vous avez demandé ou reçu un traitement médical pour ce préjudice.	Niveau de préjudice 1	Niveau de préjudice 2
			Plus d'un mois, mais moins d'un an	Au moins un an 
1. Digestif (gastro-entérologique) <i>(troubles affectant l'estomac, les intestins et les organes associés)</i>	<input type="checkbox"/> Ingestion de bactéries <input type="checkbox"/> Infection virale <input type="checkbox"/> Ingestion de produits chimiques en quantités nocives pour la santé humaine <input type="checkbox"/> Ulcères de l'estomac	Symptômes possibles : crampes d'estomac, nausées, diarrhée, douleurs abdominales, déshydratation, constipation. Nom du professionnel de la santé : _____ Type de praticien : _____	<input type="checkbox"/>	<input type="checkbox"/>
2. Respiratoire	<input type="checkbox"/> Intoxication au chlore <input type="checkbox"/> Ingestion de produits chimiques en quantités nocives pour la santé humaine, entraînant des problèmes respiratoires	Symptômes possibles : graves difficultés respiratoires, douloureuse irritation des voies respiratoires ou des poumons, douleurs thoraciques importantes, essoufflement, bleuissement de la peau. Nom du professionnel de la santé : _____ Type de praticien : _____	<input type="checkbox"/>	<input type="checkbox"/>
3. Dermatologique <i>(affection de la peau, des cheveux et des ongles)</i>	<input type="checkbox"/> Infections cutanées (de la peau) <input type="checkbox"/> Lésions cutanées (de la peau) <input type="checkbox"/> Intoxication au chlore	Symptômes possibles : cellulite (infection bactérienne, gonflement, rougeur), furoncles, lésions cutanées, pigmentation de la peau, cloques, décoloration de la peau, fièvre. Nom du professionnel de la santé : _____ Type de praticien : _____	<input type="checkbox"/>	<input type="checkbox"/>
4. Foie	<input type="checkbox"/> Infection virale (hépatite A) <input type="checkbox"/> Ingestion de bactéries <input type="checkbox"/> Atteintes hépatiques (kystes, lésions, intoxication) <input type="checkbox"/> Ingestion de produits chimiques en quantités nocives pour la santé humaine, entraînant des lésions hépatiques	Symptômes possibles : décoloration des yeux et de la peau, gonflement des jambes et des chevilles, fatigue chronique, perte d'appétit, douleurs abdominales, inflammation du foie, insuffisance hépatique. Nom du professionnel de la santé : _____ Type de praticien : _____	<input type="checkbox"/>	<input type="checkbox"/>
5. Neurologique <i>(cerveau/système nerveux)</i>	<input type="checkbox"/> Ingestion de produits chimiques en quantités nocives pour la santé humaine, entraînant des lésions neurologiques	Symptômes possibles : irritabilité, déficit de l'attention, maux de tête, insomnie, étourdissements, pertes de mémoire, baisse du QI, modifications comportementales chez les enfants. Nom du professionnel de la santé : _____ Type de praticien : _____	<input type="checkbox"/>	<input type="checkbox"/>
6. Infections transmissibles par le sang	<input type="checkbox"/> Infections contractées après avoir utilisé une solution aqueuse issue d'injections/seringues/aiguilles, y compris l'endocardite infectieuse	Symptômes possibles : douleurs aux articulations et aux muscles, douleurs thoraciques, fatigue, symptômes grippaux, sueurs nocturnes, essoufflement, œdème du bas du corps, souffle cardiaque. Nom du professionnel de la santé : _____ Type de praticien : _____	<input type="checkbox"/>	<input type="checkbox"/>
7. Rein	<input type="checkbox"/> Ingestion de produits chimiques en quantités nocives pour la santé humaine, entraînant des lésions rénales	Symptômes possibles : atteinte rénale, lésions aux reins, insuffisance rénale. Nom du professionnel de la santé : _____ Type de praticien : _____	<input type="checkbox"/>	<input type="checkbox"/>
8. Tumeurs ou cancer	<input type="checkbox"/> Ingestion de produits chimiques en quantités nocives pour la santé humaine, entraînant des tumeurs ou un cancer	Symptômes possibles : tumeurs, cancer. Nom du professionnel de la santé : _____ Type de praticien : _____	<input type="checkbox"/>	<input type="checkbox"/>

Type de préjudice	Préjudices déterminés (diagnostic médical) Sélectionnez (✓) celles qui s'appliquent.	Symptômes et professionnel(s) de la santé Veuillez indiquer le nom du ou des professionnels de la santé auprès desquels vous avez demandé ou reçu un traitement médical pour ce préjudice.	Niveau de préjudice 1	Niveau de préjudice 2
			Plus d'un mois, mais moins d'un an	Au moins un an 
9. Santé mentale	<input type="checkbox"/> Dépression (trouble dépressif majeur ou trouble dépressif persistant)	Symptômes possibles : humeur dépressive, diminution de l'intérêt ou du plaisir, perte ou gain de poids significatif, insomnie ou hypersomnie, agitation, fatigue, perte d'énergie, incapacité à distinguer ce qui est réel de ce qui semble l'être, diminution de l'aptitude à penser ou à se concentrer ou indécision, idées suicidaires récurrentes, tentative de suicide. Nom du professionnel de la santé : _____ Type de praticien : _____	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Trouble panique (une vague soudaine de peur ou de malaise intense qui atteint son paroxysme en quelques minutes)	Symptômes possibles : palpitations, battements de cœur ou accélération du rythme cardiaque, transpiration, tremblements ou secousses, sensation d'essoufflement ou d'étouffement, sensation d'étranglement, douleur ou gêne thoracique, nausées, sensation de vertige, d'instabilité, d'étourdissement, ou de faiblesse, frissons ou sensations de chaleur, paresthésie (engourdissement ou picotement), sentiment d'irréalité ou impression d'être détaché de soi, peur de perdre le contrôle, peur de mourir. Nom du professionnel de la santé : _____ Type de praticien : _____	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Toxicomanie/ Dépendances Une des dépendances suivantes : - Dépendance à l'alcool - Dépendance au cannabis - Dépendance au tabac - Dépendance aux sédatifs, aux hypnotiques et aux anxiolytiques	Symptômes possibles : consommation de grandes quantités de substances ou sur une longue période, incapacité à réduire ou à contrôler la consommation, temps consacré à l'obtention, à la consommation ou à la récupération de la consommation, forte envie/urgence de consommer, incapacité à remplir ses obligations au travail, à l'école ou à la maison en raison de la consommation, abandon des activités sociales, professionnelles ou récréatives en raison de la consommation, consommation même si elle est physiquement dangereuse, besoin d'augmenter les quantités pour être sous l'emprise de la substance ou obtenir l'effet désiré, consommation pour soulager ou éviter les symptômes de sevrage. Nom du professionnel de la santé : _____ Type de praticien : _____	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Trouble de stress post-traumatique (TSPT) <i>(exposition à une mort réelle, à une menace de mort ou à des blessures graves)</i>	Symptômes possibles : exposition répétée ou extrême à des éléments éprouvants des événements traumatiques, exposition répétée ou extrême à des éléments des événements traumatiques, évitement de souvenirs, de pensées ou de sentiments pénibles concernant les événements traumatiques, modifications négatives du fonctionnement du cerveau (pensée) et de l'humeur associées aux événements traumatiques, modifications marquées du comportement, généralement exprimées par des comportements agressifs verbaux ou physiques à l'égard de personnes ou d'objets, durée de la perturbation supérieure à un mois, problèmes de comportement ayant un impact négatif sur la vie quotidienne au point de nécessiter l'aide du système de santé. Nom du professionnel de la santé : _____ Type de praticien : _____	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Phobie spécifique <i>(peur ou anxiété à l'égard d'un objet ou d'une situation spécifique, par exemple l'avion, les hauteurs, les animaux, la vue du sang, etc.)</i>	Symptômes possibles : l'objet ou la situation phobique provoque une peur ou une anxiété immédiate, est délibérément évité ou subi avec une peur ou une anxiété intense, est disproportionné par rapport au danger réel encouru, est persistant et dure généralement six mois ou plus, provoque une détresse ou une altération cliniquement significative du fonctionnement social, professionnel ou d'autres domaines importants. Les symptômes ne sont pas attribuables à un autre trouble mental. Nom du professionnel de la santé : _____ Type de praticien : _____	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Trouble de l'adaptation	Symptômes possibles : souffrance marquée qui est hors de proportion par rapport à la gravité ou à l'intensité du facteur de stress, altération significative du fonctionnement social, professionnel ou dans d'autres domaines importants. Nom du professionnel de la santé : _____ Type de praticien : _____	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Anxiété généralisée	Symptômes possibles : anxiété et soucis excessifs, difficulté à contrôler cette préoccupation, agitation ou sensation d'être survolté ou à bout, fatigabilité, difficultés de concentration ou de mémoire, irritabilité, tension musculaire, difficultés à s'endormir ou à rester endormi ou sommeil agité et non satisfaisant, entraîne une souffrance cliniquement significative ou une altération du fonctionnement social, professionnel ou dans d'autres domaines importants. Nom du professionnel de la santé : _____ Type de praticien : _____	<input type="checkbox"/>	<input type="checkbox"/>



PARTIE 5 : DÉCLARATION FAITE SOUS SERMENT

Vous N'AVEZ PAS à remplir cette partie, SAUF SI...



Vous présentez une demande d'indemnisation dans la partie 4 pour des préjudices déterminés parce que vous avez subi des préjudices graves et déterminés qui ont été directement causés par l'avis à long terme sur la qualité de l'eau potable, soit parce que vous avez utilisé de l'eau traitée ou de l'eau du robinet conformément à l'avis, mais avez quand même été malade, soit parce que vous n'avez pas eu un accès adéquat à de l'eau traitée ou à de l'eau du robinet; **ou**



Vous n'avez pas de copie de votre pièce d'identité personnelle.



Dans l'un ou l'autre de ces cas, veuillez remplir cette partie.

- ✓ Cette partie du formulaire de demande d'indemnisation contient une « déclaration sous serment » dans laquelle vous prêtez serment ou affirmez solennellement, devant un garant, que tout ce que vous nous avez dit sur vos préjudices dans la partie 4, ou sur votre identité dans la partie 1, est vrai.
- ✓ Si vous soumettez une demande d'indemnisation pour des préjudices déterminés, dans cette partie, vous devrez également prêter serment ou affirmer solennellement devant votre garant que ces préjudices ont été directement causés par l'avis à long terme sur la qualité de l'eau potable, soit parce que vous avez utilisé de l'eau traitée ou de l'eau du robinet conformément à l'avis, mais avez quand même été malade, soit parce que vous n'avez pas eu un accès approprié à de l'eau traitée ou à de l'eau du robinet.
- ✓ Votre garant doit être l'une des personnes suivantes...
 - un dirigeant de la communauté, tel que votre chef ou un membre du conseil;
 - tout autre représentant élu;
 - un notaire public;
 - un commissaire à l'assermentation;
 - un avocat (y compris les avocats de l'action collective), un médecin ou un comptable;
 - un agent de police;
 - toute autre personne figurant dans la section sur les garants de la page de la FAQ sur le site www.firstnationsdrinkingwater.ca/fr.
- ✓ Votre garant doit être témoin de votre signature de cette section du formulaire de demande. Il n'a PAS besoin de lire ce que vous avez écrit dans le formulaire de demande, mais il DOIT confirmer que le nom que vous avez fourni est exact.
- ✓ Votre garant doit également décrire son bureau et fournir ses coordonnées.

PARTIE 5 (SUITE) : DÉCLARATION CONCERNANT LES PRÉJUDICES DÉTERMINÉS OU L'IDENTITÉ



Si vous présentez une demande d'indemnisation pour des préjudices déterminés dans la partie 4, ou si vous n'avez pas de pièce d'identité, vous devez remplir cette section et la signer devant votre garant...



Votre déclaration et votre signature	<p>« En signant cette déclaration devant mon garant, je prête serment ou je déclare solennellement que les déclarations suivantes sont à ma connaissance exactes :</p> <ol style="list-style-type: none"> 1. J'ai décrit de façon exacte et fidèle le ou les préjudices déterminés ayant fait l'objet d'une demande d'indemnisation dans la partie 4. 2. Le ou les préjudices déterminés ayant fait l'objet d'une demande d'indemnisation dans la partie 4 ont été directement provoqués par l'utilisation de l'eau traitée ou de l'eau du robinet conformément à l'avis à long terme sur la qualité de l'eau potable, ou par un accès restreint à l'eau traitée ou à l'eau du robinet causé par l'avis à long terme sur la qualité de l'eau potable. 3. Tous les préjudices déterminés ayant fait l'objet d'une demande d'indemnisation dans la partie 4 ont commencé pendant la période de l'avis à long terme sur la qualité de l'eau potable pour laquelle j'ai présenté la demande. 4. Mon identification est correcte et exacte, et si je n'ai pas fourni une copie d'une pièce d'identité délivrée par le gouvernement, c'est parce que je n'en ai pas. » <p>_____</p> <p>Signez ici </p>
Votre nom complet en caractères d'imprimerie (prénom, nom de famille)	
Date à laquelle vous avez signé ce formulaire	Jour ____ Mois ____ Année _____








...et votre garant doit remplir cette section et la signer

Nom complet du garant (prénom, nom de famille)		
Type de garant (chef, conseiller, etc.)		
Organisation/affiliation du garant		
Adresse et coordonnées du garant		
Numéro et nom de la rue	Numéro d'appartement (le cas échéant)	Ville/Village/Communauté
Province/Territoire	Code postal	Pays
Numéro de téléphone du garant	Adresse électronique du garant (le cas échéant)	
Déclaration et signature du garant	<p>« J'ai vu la personne ci-dessus signer ce formulaire et je confirme que le nom qu'elle a fourni est exact. Je consens à la divulgation et à l'utilisation de mes renseignements personnels pour me joindre à ce sujet si nécessaire. »</p> <p>_____</p> <p>Votre garant signe ici </p>	
Date à laquelle votre garant a signé ce formulaire	Jour ____ Mois ____ Année _____	

FORMULAIRE DE DEMANDE D'INDEMNISATION – LISTE DE CONTRÔLE POUR LA SOUMISSION

Avant de soumettre ce formulaire de demande, veuillez utiliser cette liste de contrôle pour vous assurer que votre demande est complète.

	Partie 1 : Votre nom et les informations importantes	<p>Veuillez vous assurer que vous avez :</p> <ul style="list-style-type: none"> ✓ Rempli tous les informations importantes (nom, date de naissance, numéros d'identification, bande, adresse postale et numéro de téléphone, etc.); ✓ Indiqué le mode de paiement de votre choix si votre demande est approuvée. <p>Une fois cette vérification effectuée, veuillez également à :</p> <ul style="list-style-type: none"> <input type="checkbox"/> Joindre une copie de votre pièce d'identité délivrée par le gouvernement, et <input type="checkbox"/> Joindre un chèque annulé ou un formulaire de dépôt direct pour votre compte bancaire si vous avez choisi l'option « dépôt direct ».
	Partie 2 : Votre lieu de résidence	<p>Veuillez vous assurer que vous avez :</p> <ul style="list-style-type: none"> ✓ Indiqué les dates et les lieux conformément aux instructions.
	Partie 3 : Autorisation	<p>Veuillez vous assurer que vous avez :</p> <ul style="list-style-type: none"> ✓ Lu et compris les conditions générales importantes; ✓ Lu et compris la déclaration; ✓ Signé la déclaration devant un témoin, et fait signer le témoin également; ✓ Écrit votre nom et celui du témoin en caractères d'imprimerie, ainsi que la date de signature.

	Partie 4 : Préjudices déterminés (Facultatif)	<p>Cette section est facultative. Si vous avez décidé de la remplir, assurez-vous d'avoir :</p> <ul style="list-style-type: none"> ✓ Demandé une indemnisation supplémentaire uniquement pour les préjudices graves et durables directement causés par l'eau ou le manque d'eau; ✓ Rempli les listes de contrôle pour le type de préjudice et le niveau de préjudice que vous avez subi; ✓ Joint tous les documents et dossiers que vous souhaitez (notez que vous n'avez pas l'obligation de les inclure; ils sont facultatifs)
	Partie 5 : Déclaration faite sous serment (uniquement si vous demandez une indemnisation dans la partie 4 ou si vous n'avez pas de pièce d'identité)	<p>Si vous demandez une indemnisation pour des préjudices déterminés dans la partie 4 ou si vous n'avez pas de pièce d'identité délivrée par le gouvernement, assurez-vous d'avoir :</p> <ul style="list-style-type: none"> ✓ Signé la déclaration devant un garant, et fait signer le garant également; ✓ Écrit en caractères d'imprimerie votre nom et la date de votre signature; ✓ Écrit en caractères d'imprimerie le nom et les coordonnées du garant, ainsi que la date à laquelle le garant a signé.

Veuillez faire une copie de votre formulaire pour vos dossiers avant de le soumettre. Voilà, c'est tout. Vous trouverez des informations sur la façon de soumettre votre demande à la page 15. Merci!



SCHEDULE "C"

THIS AGREEMENT is made this 17th day of March, 2022

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

(“Canada” and hereinafter also referred to as the “Settlor”)

OF THE FIRST PART

- and -

THE BANK OF NOVA SCOTIA TRUST COMPANY

(hereinafter referred to as the “Trustee”)

OF THE SECOND PART.

WHEREAS the following parties (the “Parties”) entered into a settlement agreement dated September 15, 2021, an executed copy of which is annexed hereto as Schedule “A” (the “Settlement Agreement”):

- (a) The Settlor;
- (b) Tataskweyak Cree Nation and Chief Doreen Spence, on her own behalf and on behalf of all members of Tataskweyak Cree Nation;
- (c) Curve Lake First Nation and Chief Emily Whetung, on her own behalf and on behalf of all members of Curve Lake First Nation; and
- (d) Neskantaga First Nation, and Chief Wayne Moonias, on his own behalf and on behalf of all members of Neskantaga First Nation,

in recognition of the hardships faced by the Class Members (as such term is defined in the Settlement Agreement) as a result of being deprived of safe drinking water;

AND WHEREAS, in accordance with the Settlement Agreement, the Settlor is required to establish an irrevocable trust to be known as the **SAFE DRINKING WATER TRUST** for the benefit of the Class Members, (as such term is defined in the Settlement Agreement), on such terms as provided for in the Settlement Agreement, and has transferred to the Trustee the personal property listed in Schedule B hereto and may, with the written consent of the Trustee and only in accordance with the Settlement Agreement, hereafter transfer or cause to be transferred to the Trustee other property, all of which is to be held by the Trustee upon the trusts and with and subject to the powers and provisions provided in this Agreement.

- 2 -

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and of the mutual covenants and agreements herein contained, the Settlor and the Trustee agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 In this Agreement, in addition to the terms hereinbefore defined, unless the context indicates otherwise, the expressions recited hereunder shall have the following meaning and shall be construed accordingly, and words importing the singular number include the plural and *vice versa*, words importing any gender or no gender include all genders and words importing persons include First Nations. The term "including" means "including without limiting the generality of the foregoing".

- (a) "**Administrator**" means the administrator appointed by the Courts and its successors appointed from time to time pursuant to the provisions of Section 3.01 of the Settlement Agreement.
- (b) "**Agreement**", "**herein**", "**hereto**", "**hereunder**" and similar expressions refer to this Agreement, including all Schedules hereto, as supplemented, amended or varied from time to time, together with all other deeds and writings which supplement, amend or vary the provisions of this Agreement or which are ancillary to the provisions of this Agreement.
- (c) "**Beneficiaries**" means the Class Members, as specified in the Settlement Agreement.
- (d) "**Combined Trust Assets**", at any time, means each of the following, including all money and other assets comprising same, that are at such time held by the Trustee pursuant to this Agreement:
 - (i) The Settlement Amount;
 - (ii) The Trust Fund;
 - (iii) The Specified Injuries Compensation Fund;
 - (iv) The First Nations Economic and Cultural Restoration Fund;
 - (v) The income which shall be received and accumulated by the Trustee in respect of any of the foregoing in accordance with this Agreement; and
 - (vi) All additional assets, rights and benefits of any kind or nature whatsoever arising, directly or indirectly, from or in connection with or accruing to any of the foregoing.

- 3 -

- (e) **“First Nations Economic and Cultural Restoration Fund”** has the meaning set out in Section 6.01(2) of the Settlement Agreement.
- (f) **“Funds”** means, collectively, the Trust Fund, the Specified Injuries Compensation Fund and the First Nations Economic and Cultural Restoration Fund.
- (g) **“Income Tax Act (Canada)”** means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), as amended, and any successor legislation thereto.
- (h) **“person”** means an association, body corporate, corporation, individual, joint venture, partnership, syndicate, trust, First Nation, or other legal entity, or any administrator, executor, estate trustee, trustee or other legal representatives of such entity.
- (i) **“Specified Injuries Compensation Fund”** has the meaning set out in Section 5.01(2) of the Settlement Agreement.
- (j) **“Trust”** means the Safe Drinking Water Trust established herein and includes, for greater certainty, any of the Funds established hereunder as required by the Settlement Agreement.
- (k) **“Trust Fund”** has the meaning set out in Section 4.01(2) of the Settlement Agreement.
- (l) **“Trustee”** means the trust corporation duly incorporated, which is authorized to carry on business as a trustee in the Province of Manitoba, and which has experience with portfolios of marketable securities, having a combined capital and surplus of at least one billion dollars (\$1,000,000,000.00), is subject to supervision or examination by federal or provincial regulatory authorities, and is appointed by the Courts in accordance with Section 16.02 of the Settlement Agreement.

1.2 All capitalized terms used in this Agreement and not defined herein shall have the meanings given to such terms in the Settlement Agreement.

ARTICLE 2 PURPOSE

2.1 The purpose of this Agreement, as set out in Section 16.04 of the Settlement Agreement, is to establish the Safe Drinking Water Trust in order to:

- (a) acquire the applicable funds payable by Canada;

- 4 -

- (b) hold the Trust Fund, the Specified Injuries Compensation Fund and the First Nations Economic and Cultural Restoration Fund, as separate funds in the Trust;
- (c) make any necessary disbursements;
- (d) invest cash in investments in the best interests of Class Members, as provided in the Settlement Agreement; and
- (e) do such other acts and things as are incidental to the foregoing, and to exercise all powers that are necessary or useful to carry out the provisions of the Settlement Agreement.

ARTICLE 3 SETTLEMENT OF TRUST

3.1 As contemplated in the Settlement Agreement, the Trustee has received the sum of \$10 from the Settlor for the purpose of settling the Trust (the "**Settlement Amount**"). The Trustee acknowledges receipt of the Settlement Amount and agrees to hold the Settlement Amount and all other amounts at any time forming part of the Trust upon the trusts and subject to the terms contained in this Agreement and the Settlement Agreement.

3.2 The name of the Trust shall be the **SAFE DRINKING WATER TRUST**.

ARTICLE 4 PAYMENT OF INCOME AND CAPITAL

4.1 The Trustee shall retain the Combined Trust Assets until the date when they have been wholly paid or transferred to, or for the benefit of, the Beneficiaries of this Trust as herein provided and as otherwise prescribed in the Settlement Agreement, or until otherwise ordered by the Courts, and in the meantime, the Trustee shall do as follows:

- (a) The Trustee shall establish the Trust Fund in the manner provided in Section 4.01 of the Settlement Agreement. Thereafter, the Trustee shall set aside and keep invested the Trust Fund, and shall authorize the Administrator to (or shall itself, as the case may be) distribute the income and capital of the Trust Fund, in such combination as it determines pursuant to the discretion conferred on it under Section 16.09 of the Settlement Agreement, for the benefit of the Class Members in accordance with the terms of the Settlement Agreement, including Sections 4.02 and 4.03, with any income from the Trust Fund which is not so distributed in any year to be added at the end of such year to the capital of the Trust Fund, and dealt with as part thereof, in accordance with Section 16.10 of the Settlement Agreement.

- 5 -

- (b) The Trustee shall establish the Specified Injuries Compensation Fund in the manner provided in Section 5.01 of the Settlement Agreement. Thereafter, the Trustee shall set aside and keep invested the Specified Injuries Compensation Fund, and shall authorize the Administrator to (or shall itself, as the case may be) distribute the income and capital of the Specified Injuries Compensation Fund, in such combination as it determines pursuant to the discretion conferred on it under Section 16.09 of the Settlement Agreement, and in the manner provided for in the Settlement Agreement, including Section 5.02, with any income from the Specified Injuries Compensation Fund which is not so distributed in any year to be added at the end of such year to the capital of the Specified Injuries Compensation Fund, and dealt with as part thereof, in accordance with Section 16.10 of the Settlement Agreement. For greater certainty, if, after the Ultimate Claims Deadline, as defined in the Settlement Agreement, any funds remain in the Specified Injuries Compensation Fund, the Trustee shall transfer such remaining funds into the Trust Fund, to be dealt with as part thereof; provided that if, after the Ultimate Claims Deadline, the Trust Fund is no longer in existence, the Trustee shall set aside such remaining funds in a separate trust to be administered on the same terms and trusts as are set out in respect of the Trust Fund pursuant to the Settlement Agreement and this Agreement.
- (c) The Trustee shall establish the First Nations Economic and Cultural Restoration Fund in the manner provided in Section 6.01 of the Settlement Agreement. Thereafter, the Trustee shall set aside and keep invested the First Nations Economic and Cultural Restoration Fund, and shall authorize the Administrator to (or shall itself, as the case may be) distribute the income and capital of the First Nations Economic and Cultural Fund, in such combination as it determines pursuant to the discretion conferred on it under Section 16.09 of the Settlement Agreement, and in the manner provided for in the Settlement Agreement, including Section 6.02, with any income from the First Nations Economic and Cultural Restoration Fund which is not so distributed in any year to be added at the end of such year to the capital of the First Nations Economic and Cultural Fund, and dealt with as part thereof in accordance with Section 16.10 of the Settlement Agreement. For greater certainty, if, after the Ultimate Claims Deadline, as defined in the Settlement Agreement, any funds remain in the First Nations Economic and Cultural Restoration Fund, the Trustee shall transfer such remaining funds into the Trust Fund, to be dealt with as part thereof; provided that if, after the Ultimate Claims Deadline, the Trust Fund is no longer in existence, the Trustee shall set aside such remaining funds in a separate trust to be administered on the same terms and trusts as are set out in respect of the Trust Fund pursuant to the Settlement Agreement and this Agreement.

- 6 -

4.2 If no appeal is permitted by Article 7 of the Settlement Agreement or the period for an appeal set out in Article 7 of the Settlement Agreement has expired without an appeal being commenced, all decisions of the Administrator (including in connection with distributions from the Trust which, as detailed in the Settlement Agreement, the Trustee authorizes the Administrator to make in accordance with the Settlement Agreement) are final and binding upon the Trustee, the Beneficiaries, and their respective successors, Personal Representatives, Estate Trustees, Executors, Estate Claimants, estates, heirs, and permitted assigns, as the case may be, without appeal or review. If an appeal is permitted by Article 7 of the Settlement Agreement and an appeal is commenced within the period set out in Article 7 of the Settlement Agreement, the decision of the Third-Party Assessor shall be final and binding upon the Trustee, the Beneficiaries, and their respective successors, Personal Representatives, Estate Executors, Estate Claimants, estates, heirs, and permitted assigns, as the case may be, and the Administrator, without appeal or review, unless the appeal is abandoned or discontinued, in which case it shall be as though no appeal was commenced.

4.3 The terms of the Settlement Agreement are hereby incorporated by reference into this Agreement for all purposes of the administration of the Trust and the Combined Trust Assets including, for greater certainty, the Trust Fund, the Specified Injuries Compensation Fund, and the First Nations Economic and Cultural Restoration Fund. Nothing contained in this Agreement shall be read or construed as altering the respective rights and obligations of the Parties as more particularly set out in the Settlement Agreement, and in the event of any conflict or inconsistency between the provisions of this Agreement and the Settlement Agreement, then the latter shall prevail.

ARTICLE 5 POWERS

5.1 In addition to all other powers conferred upon it by the other provisions of this Agreement or by any statute or general rule of law, the Trustee, without the interposition of any person entitled hereunder and without application to or approval by the Courts, shall have and is hereby given the power and authority in its absolute and uncontrolled discretion at any time and from time to time to administer the Trust in accordance with its powers, discretion and authority herein and in the best interests of the Beneficiaries. Without in any way limiting the generality of the foregoing the Trustee has the power and authority:

- (a) Subject to Section 16.02(b) of the Settlement Agreement, to retain as an authorized investment of the Trust (including any of the Funds hereunder), for all purposes of such Trust, for such length of time as the Trustee shall in its absolute and uncontrolled discretion consider necessary or advisable:
 - (i) any property that is an original asset of the Trust or any of the Funds hereunder and/or received by it with its written consent, or

- 7 -

(ii) any investment made by it hereunder,

whether or not such investment or retention, as the case may be, could be considered but for the foregoing as not being an impartial exercise by the Trustee of its duties hereunder.

(b) When making investments under this Agreement, to make such investments (whether located inside or outside Canada and whether or not income producing and including, without limiting the generality of the foregoing, investments in mutual funds, pooled investment funds, segregated funds, index replicating vehicles, or hedge funds, or other unit trusts whether or not the Trustee is the financial institution or company with which such investment is sourced or administered or is employed by, associated or affiliated with, or a partner of such financial institution or company and as such may benefit therefrom), as the Trustee considers advisable and from time to time to alter or vary such investments. The Trustee shall not be required to account for or to give up any such benefit as may be derived from such investments that the Trustee considers advisable and in the best interest of the Beneficiaries. When making or retaining such investments the Trustee shall have regard to the following criteria in planning the investment of trust property, namely:

(i) general economic conditions;

(ii) the possible effect of inflation or deflation;

(iii) the expected tax consequences of investment decisions or strategies;

(iv) the role that each investment or course of action plays within the overall trust portfolio;

(v) the expected total return from income and the appreciation of capital;

(vi) needs for liquidity, regularity of income and preservation or appreciation of capital; and

(vii) the need to avoid a material risk of loss of the capital of the Trust,

and the requirements for diversifying the investment of trust property to an extent that is appropriate to the requirements under this Agreement and general economic and investment market conditions. The Trustee shall not be liable for any loss that may happen to the Trust in connection with such investments made or retained by it in good faith.

(c) To exercise all voting powers attaching to and all rights incidental to the ownership of stocks, shares, bonds and other securities, and any other investments and property held as part of the Trust, including voting all stocks,

- 8 -

shares and other securities and issuing proxies to others; to sell or exercise any subscription rights and in connection with the exercise of subscription rights, to use any part of the Trust for such purpose; to enter into any agreements concerning the ownership of any investment (stocks or shares) or any corporation which at any time forms part of the Trust; to consent to and join in any plan, reorganization, readjustment or amalgamation or consolidation concerning any corporation whose stock, shares, bonds, debentures, notes or other securities at any time form part of the investments of the Trust; and to authorize the sale of the undertaking or assets or any portion of the assets or undertaking of any such corporation.

- (d) To appoint an agent or agents to act as its agent or agents in respect of the administration of the Trust or to keep accounts and records and the Trustee is further authorized to nominate, constitute and appoint such agent or agents to act for and on behalf of itself in the same manner as if it was personally present and acting as Trustee and the Trustee is empowered to authorize such agent or agents to do any and all things and to execute any and all documents on the Trustee's behalf that may be deemed necessary for the purposes of acquisition, sale and conveyance of all manner or types of real or personal property. The Trustee may from time to time in its discretion terminate any such appointment and appoint another agent or agents or attorney-in-fact to so act. The Trustee is further authorized to fix the amount of remuneration to be paid to any agent or agents or attorney-in-fact and such remuneration shall be a charge upon the Trust and payable out of the capital or income thereof in such proportion as the Trustee from time to time decides upon and shall not be deductible from compensation to which the Trustee may be entitled. In making any such arrangements as aforesaid, the Trustee shall be authorized to place the investments comprising the Trust or any of them in the custody of such agent or agents or attorney-in-fact or its, his, her or their nominee, and to delegate to such agent or agents or attorney-in-fact any or all of the discretionary powers hereinbefore given to the Trustee with respect to investment management of the Trust or with respect to the acquisition, sale or conveyance of real or personal property. For greater certainty, subject to 16.13 of the Settlement Agreement, the Trustee shall be permitted to delegate to an investment counsel or investment advisor the power to choose, acquire and dispose of investments from time to time and the power to sub-delegate the power to choose, acquire and dispose of investments and the Trustee shall not be liable for any loss incurred as a consequence of the exercise of, or failure to exercise, any such delegated powers by any such investment counsel or investment advisor, or by its delegate.
- (e) To act on the written opinion obtained from any lawyer, chartered professional accountant, or other professional and the Trustee shall not be responsible for any loss, depreciation or damage occasioned by acting or not acting in accordance therewith provided that the Trustee acts in good faith.

- 9 -

- (f) To determine all questions and matters of doubt which may arise in the course of the management, administration, realization, liquidation, partition, or winding up of the Trust.
- (g) To institute and defend proceedings at law and to proceed to the final determination thereof or compromise or, subject to the terms of the Settlement Agreement, to settle the same as the Trustee considers advisable.
- (h) To carry out any transactions and enter into any contracts or agreements with any person or corporation concerning any asset forming part of the Trust where the Trustee considers such agreement to be in the best interests of the Trust, and in connection therewith the Trustee may make, execute, acknowledge and deliver any and all instruments that may be necessary, proper or desirable.
- (i) To open one or more bank and investment accounts, and deposit in and withdraw therefrom any cash funds forming all or part of the Trust in any bank or trust company or other financial institution inside Canada, including in the manner contemplated in this Agreement and in Sections 4.01(1), 5.01(1), and 6.01(1) of the Settlement Agreement.
- (j) To, without affecting its liability as Trustee, register any assets forming part of the Trust in its own name or in the names of its nominees or to hold such assets unregistered or in any manner in which title may pass by delivery.
- (k) From time to time and at any time or times, in accordance with Section 16.11 and 16.12 of the Settlement Agreement to make or not to make any election or elections, determinations, distributions, designations and/or allocations for the purpose of the *Income Tax Act* (Canada), and any similar legislation to either of any province, state or other jurisdiction in force from time to time as it in its absolute discretion deems to be in the best interests of the Trust and/or the Beneficiaries.

ARTICLE 6 RIGHTS AND DUTIES OF THE TRUSTEE

6.1 The duties and responsibilities of the Trustee are as set out herein and in the Settlement Agreement, including in Article 16.02 thereof.

6.2 The Trustee is exonerated from any responsibility or liability to the Settlor or to any Beneficiary of the Trust for loss or damage to the Trust or the Combined Trust Assets or to any part thereof through a good faith exercise by it of any power conferred on it by this Agreement or by any statute or law.

- 10 -

6.3 The Trustee shall keep or cause to be kept accurate accounts of its trusteeship in the manner set out in Section 16.06 of the Settlement Agreement and shall be required to provide quarterly and annual reporting in the manner set out in Sections 16.07 and 16.08 of the Settlement Agreement.

6.4 The customary costs in connection with the administration of the Trust, and with the investment and reinvestment of any part of the Combined Trust Assets and with the collection of income and other sums derivable therefrom, shall be paid in accordance with Sections 16.03 and 3.04 of the Settlement Agreement. Where, on approval by the Courts, such costs are payable out of the Trust, such costs can be charged against the income derived from the Trust and/or the capital thereof, in the Trustee's discretion, unless otherwise specifically provided for herein, or otherwise directed.

6.5 The Trustee shall be indemnified out of the Trust for any claims, liabilities or damages incurred or suffered by it in the good faith exercise of its duties hereunder.

6.6 The Trustee may, at any time, in its discretion, apply to the Court for advice and direction in connection with any issue or matter arising in relation to this Agreement or to the administration of the Trust, on notice to the Settlor and the Joint Committee.

6.7 In addition to the duties imposed under this Agreement, the Trustee acknowledges and accepts the duties imposed on the Trustee under the Settlement Agreement.

**ARTICLE 7
ADDITIONS TO THE TRUST**

7.1 The Settlor shall, in accordance with the terms of the Settlement Agreement, transfer or assign property to the Trustee to become part of the Trust, and such property so transferred or assigned shall be held upon and be subject to the trusts herein set forth. No property shall be transferred or assigned except as provided under the Settlement Agreement.

**ARTICLE 8
REPLACEMENT OF TRUSTEE**

8.1 No appointment or replacement of the Trustee will be valid or binding unless set forth in writing and duly executed by the Parties and approved by the Courts.

- 11 -

**ARTICLE 9
AMENDMENTS TO THE TRUST**

9.1 No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by the Parties and approved by the Courts.

**ARTICLE 10
IRREVOCABILITY**

10.1 This Agreement is intended and is hereby declared to be irrevocable by the Settlor. No property of the Trust (including, for greater certainty, any of the Funds hereunder) shall in any event revert to, or be distributed to, the Settlor.

**ARTICLE 11
GOVERNING LAW**

11.1 This Trust has been created under the laws of the Province of Manitoba, Canada, and its validity shall be determined by the laws of that Province; subject thereto, the construction, interpretation and administration of this Trust shall be that of the said Province.

11.2 The Trust shall be managed and administered within Canada and any meeting of the Trustee must occur within Canada unless the Trustee has determined otherwise after obtaining the advice of qualified legal counsel.

**ARTICLE 12
ACCEPTANCE BY TRUSTEE**

12.1 The Trustee hereby accepts the trusts herein set forth and agrees to be bound by the provisions of this Agreement, and the Settlement Agreement, and to hold the Trust upon the trusts herein set forth.

**ARTICLE 13
EXECUTION IN COUNTERPARTS**

13.1 This Agreement may be executed in counterparts including by a facsimile or electronic copy of a counterpart and each such counterpart or facsimile or electronic copy thereof shall be deemed to be an original and all such counterparts or facsimile or electronic copies thereof, taken together, shall constitute the whole of this document.

- 12 -

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

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



Caroline De Sa, Witness



**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA, Settlor**

) Paul Fensom | National Director, Estate &
) Trust Services
) **THE BANK OF NOVA SCOTIA TRUST
COMPANY, Trustee.**

THIS IS SCHEDULE A TO THE AGREEMENT

known as **THE SAFE DRINKING WATER TRUST**

[Schedules A-Q of the Settlement Agreement are not reproduced as they are contained in the Settlement Agreement that was approved by the Courts on December 22, 2021]

Manitoba Court of Queen's Bench File No.: CI-19-01-24661

Federal Court File No.: T-1673-19

SETTLEMENT AGREEMENT

THE QUEEN'S BENCH, Winnipeg Centre

BETWEEN:

TATASKWEYAK CREE NATION and CHIEF DOREEN SPENCE, on her own behalf and on behalf of all members of TATASKWEYAK CREE NATION

Plaintiffs

- and -

ATTORNEY GENERAL OF CANADA

Defendant

**Class Proceeding commenced under
*The Class Proceedings Act, CCSM. c. C. 130***

- and -

FEDERAL COURT

BETWEEN:

CURVE LAKE FIRST NATION and CHIEF EMILY WHETUNG on her own behalf and on behalf of all members of CURVE LAKE FIRST NATION and NESKANTAGA FIRST NATION and CHIEF CHRISTOPHER MOONIAS on his own behalf and on behalf of all members of NESKANTAGA FIRST NATION

Plaintiffs

- and -

ATTORNEY GENERAL OF CANADA

Defendant

**Class Proceeding commenced under Part 5.1 of the
*Federal Court Rules, SOR/98-106***

SETTLEMENT AGREEMENT

THIS AGREEMENT is made as of September 15, 2021

BETWEEN:

TATASKWEYAK CREE NATION and CHIEF DOREEN SPENCE, on their own behalf and on behalf of all INDIVIDUAL CLASS MEMBERS (as defined herein)

(together, the "**Manitoba Action Plaintiffs**")

AND:

CURVE LAKE FIRST NATION and CHIEF EMILY WHETUNG, on their own behalf and on behalf of all INDIVIDUAL CLASS MEMBERS (as defined herein)

(together, the "**Curve Lake First Nation Plaintiffs**")

AND:

NESKANTAGA FIRST NATION and CHIEF WAYNE MOONIAS and FORMER CHIEF CHRISTOPHER MOONIAS, each on his own behalf and on behalf of all INDIVIDUAL CLASS MEMBERS (as defined herein)

(together, the "**Neskantaga First Nation Plaintiffs**", and collectively with the Curve Lake First Nation Plaintiffs, the "**Federal Action Plaintiffs**")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

("Canada")

WHEREAS:

- A. The Federal Action Plaintiffs commenced the action styled as *Curve Lake First Nation and Chief Emily Whetung on her own behalf and on behalf of all members of Curve Lake First Nation and Neskantaga First Nation and Chief Christopher Moonias on his own behalf and on behalf of all members of Neskantaga First Nation v Attorney General of Canada*, Court File No. T-1673-19 in the Federal Court on October 11, 2019 (the "**Federal Action**");
- B. The Manitoba Action Plaintiffs commenced the action styled *Tataskweyak Cree Nation and Chief Doreen Spence on her own behalf and on behalf of all members of Tataskweyak Cree Nation v Attorney General of Canada*, Court File No. CI-19-01-24661 in the Manitoba Court of Queen's Bench on November 20, 2019 (the "**Manitoba Action**", and together with the Federal Action, the "**Actions**");

- 3 -

- C. The Manitoba Court of Queen's Bench certified the Manitoba Action as a class proceeding on July 14, 2020, and the Federal Court certified the Federal Action as a class proceeding on October 8, 2020;
- D. The "Class" in each of the Actions is as follows:
- (a) all persons, other than Excluded Persons, who:
 - (i) are members of a First Nation;
 - (ii) had not died before November 20, 2017; and
 - (iii) during the Class Period ordinarily resided in an Impacted First Nation for at least one year while it was subject to a Long-Term Drinking Water Advisory; and
 - (b) Tataskeyak Cree Nation, Curve Lake First Nation, Neskantaga First Nation, and any other First Nation that gives notice of Acceptance in accordance with the terms of this Agreement;
- E. Notice of the certification of the Actions was given in the form approved by the Courts and in the manner directed by the Courts. Individual Class Members were given the opportunity to Opt Out of the Class for a period of one hundred and twenty (120) days following the first publication of notice of certification (the "Opt-Out Period");
- F. The Opt-Out Period expired March 29, 2021. None of the Individual Class Members Opted Out of the Actions;
- G. The Class has suffered considerable hardships as a result of being deprived of safe drinking water and such hardships have seriously harmed both individuals and their communities;
- H. Canada acknowledges the hardships faced by Class Members and wishes to support Class Members in securing regular access to safe drinking water;
- I. Class Counsel and Canada concluded an agreement in principle dated June 20, 2021, which set out in principle the terms on which Canada was prepared to settle the Actions, and which Class Counsel would recommend to the Manitoba Action Plaintiffs and the Federal Action Plaintiffs (together, the "Representative Plaintiffs");
- J. Chief Wayne Moonias has succeeded Christopher Moonias as Chief of Neskantaga First Nation and will seek leave of the Federal Court to replace him as a Representative Plaintiff;
- K. The Representative Plaintiffs and Canada concluded an agreement in principle dated July 29, 2021 which set out the principal terms of their agreement to settle the Actions, and which forms the basis for this Agreement;
- L. In drafting this Agreement, the Parties:

- 4 -

- (a) intend there to be a fair, comprehensive and lasting settlement of claims related to Class Members' deprivation of safe drinking water and their hardships resulting therefrom;
- (b) desire the implementation of concrete measures to prevent a recurrence of the harms suffered by Class Members;
- (c) acknowledge the importance of providing First Nations with funding for projects related to water and wastewater, economic development, and cultural activities, and respect the autonomy of First Nations to choose the use to which such funds are directed;
- (d) desire to promote healing, education, commemoration, and reconciliation; and
- (e) intend to include Modern Treaty First Nations, as applicable, but recognize the uniqueness of each Modern Treaty First Nation, its lands, peoples, and relationship with Canada, and therefore agree that the specific details of the participation of any Modern Treaty First Nation will be developed in consultation with the Parties and the applicable Modern Treaty First Nation.

NOW THEREFORE, in consideration of the mutual agreements, covenants, and undertakings set out herein, the Parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.01 Definitions

In this Agreement, the following definitions apply:

"Acceptance" means acceptance of this Agreement by a First Nation Class Member:

- (a) pursuant to a Band Council Acceptance Resolution that is provided to the Administrator; or
- (b) otherwise in accordance with the Settlement Approval Orders;

"Acceptance Deadline" means the date two hundred and seventy (270) days after the Implementation Date or such other date as the Parties may agree;

"Action Plan" means Indigenous Services Canada's Long-Term Drinking Water Advisory Action Plan detailing corrective measures to be undertaken by Canada to end Long-Term Drinking Water Advisories, attached as Schedule J, as it may be amended from time to time to reflect the addition of new commitments or the completion of existing commitments;

"Actions" has the meaning set out in the Recitals, and **"Action"** means either of them;

"Administrator" means the administrator appointed by the Courts and its successors appointed from time to time pursuant to the provisions of Section 3.01;

"Advisory Body" means a federal, provincial, territorial, regional, municipal, or First Nation government or governmental authority, chief, band council, health authority, or any executive,

- 5 -

judicial, regulatory or administrative body or similar body or its delegate, in each case that issues Drinking Water Advisories;

"Advisory Year" has the meaning set out in Section 8.01(1);

"Aggregate Specified Injuries Compensation Amount" has the meaning set out in Section 8.02(4);

"Agreement" means this Settlement Agreement, including the Schedules attached hereto;

"Agreement in Principle" means the Agreement in Principle dated July 29, 2021, attached hereto as Schedule A;

"Auditors" means the auditors appointed by the Courts and their successors appointed from time to time pursuant to the provisions of Section 17.01;

"Band Classification Manual" means the 2005 Band Classification Manual published by the Corporate Information Management Directorate Information Management Branch of Indigenous and Northern Affairs Canada;

"Band Council Acceptance Resolution" means a band council resolution of a First Nation Class Member confirming Acceptance, substantially in the form set out in Schedule D, or another form acceptable to Canada and Class Counsel;

"Band Council Confirmation" means an optional declaration by a First Nation Class Member that identifies Individual Class Members and the dates during the Class Period that they were Ordinarily Resident on a Reserve of such First Nation Class Member while a Long-Term Drinking Water Advisory was in effect on that Reserve, substantially in the form set out in Schedule E or another form acceptable to Canada and Class Counsel, and is provided to the Administrator;

"Base Payment" has the meaning set out in Section 8.03(1)(a);

"Boil Water Advisory" means a notification issued by an Advisory Body to warn the public that they should bring their tap water to a rolling boil before they drink the water or use the water for other purposes such as to cook, feed pets, brush their teeth, and similar activities, and that tap water should not be used to bathe those who need help, such as infants, toddlers and the elderly, who should instead be given sponge baths, or some similar advisory;

"Business Day" means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the province or territory in which the person who needs to take action pursuant to this Agreement is ordinarily resident or a holiday under the federal laws of Canada applicable in the said province or territory;

"Canada" has the meaning set out in the preamble;

"Claim" means a claim for compensation made by (a) an Individual Class Member, or by an Estate Executor, Estate Claimant or Personal Representative on behalf of an Individual Class Member or their estate, by submitting a Claims Form to the Administrator in accordance with this Agreement, or (b) a band council on behalf of an Individual Class Member, by identifying that Individual Class Member in a Band Council Confirmation;

- 6 -

"Claimant" means (a) a person who makes a Claim by completing and submitting a Claims Form to the Administrator, or on whose behalf a Claim is made by such Class Member's Estate Executive, Estate Claimant or Personal Representative, or (b) a person identified as an Individual Class Member in a Band Council Confirmation;

"Claims Deadline" means the date that is one (1) year following the Implementation Date or such other date as the Parties agree and the Courts approve, and any reference to the Claims Deadline includes any extension thereto;

"Claims Form" means a simplified written declaration in respect of a Claim by an Individual Class Member, in the form attached hereto as Schedule I, or such other form as may be recommended by the Administrator and agreed by the Parties, without supporting documentation except as agreed upon by the Parties;

"Claims Process" means the process outlined in this Agreement, including in Schedule F and related forms, or such other process as may be recommended by the Administrator and agreed by the Parties, for the determination of Class membership, submission of Claims, and assessment, determination and payment of compensation to Class Members;

"Class" has the meaning set out in the Recitals;

"Class Counsel" means, together, McCarthy Tétrault LLP and Olthuis Kleer Townshend LLP;

"Class Member" means an Individual Class Member or a First Nation Class Member, as applicable, and **"Class Members"** means all of them, collectively;

"Class Period" means the period from and including November 20, 1995, to June 20, 2021;

"Commitment" has the meaning set out in Section 9.02(1);

"Commitment Dispute Resolution Process" has the meaning set out in Section 9.07;

"Commitment Expenditures" has the meaning set out in Section 9.02(2);

"Confirmed Individual Class Member" has the meaning set out in Section 7.02(5);

"Constitution Act, 1982" means the *Constitution Act, 1982*, Schedule B to the *Canada Act 1982 (UK)*, 1982, c. 11;

"Courts" means, collectively, the Federal Court and the Manitoba Court of Queen's Bench;

"Curve Lake First Nation Plaintiffs" has the meaning set out in the preamble to this Agreement;

"Deceased Individual Class Member" has the meaning set out in Section 13.01(1);

"Dispute" has the meaning set out in Section 19.01(1);

"Do Not Consume Advisory" means a notification issued by an Advisory Body to warn the public that they should not use their tap water to cook, drink, feed pets, brush their teeth, and/or similar activities, and that tap water should not be used to bathe those who need help, such as

- 7 -

infants, toddlers and the elderly, who should instead be given sponge baths, or some similar advisory;

"Do Not Use Advisory" means a notification issued by an Advisory Body to warn the public that they should not use their tap water for any reason, or some similar advisory;

"Drinking Water Advisory" means a Boil Water Advisory, Do Not Consume Advisory, Do Not Use Advisory, or similar advisory with respect to the use of drinking water;

"Eligibility Decision" has the meaning set out in Section 7.02(1);

"Eligible Class Member Address Search Plan" means the Eligible Class Member Address Search Plan attached hereto as Schedule Q;

"Estate Claimant" has the meaning set out in Section 13.02(1);

"Estate Executor" means the executor, administrator, trustee or liquidator of a deceased Individual Class Member's estate;

"Estate Representation Claim" has the meaning set out in Section 13.02(1);

"Excluded Person" is any member of Tsuu T'ina Nation, Sucker Creek First Nation, Ermineskin Cree Nation, the Blood Tribe, and the Okanagan Indian Band, and Michael Darryl Isnardy;

"Federal Action" has the meaning set out in the Recitals;

"Federal Action Plaintiffs" has the meaning set out in the preamble to this Agreement;

"Federal Certification Order" means the order of the Federal Court dated October 8, 2020, certifying the Federal Action as a class proceeding, a copy of which is attached at Schedule B;

"Financial Administration Act" means the *Financial Administration Act*, R.S.C., 1985, c. F-11;

"First Nation" means a band, as defined in subsection 2(1) of the Indian Act, the disposition of whose lands is subject to that Act or the First Nations Land Management Act, or a Modern Treaty First Nation;

"First Nation Class Member" means an Impacted First Nation that provides the Administrator with notice of Acceptance in accordance with this Agreement;

"First Nation Damages" has the meaning set out in Section 8.03(1)(b);

"First Nation Water and Wastewater Systems" means water and wastewater systems on Reserves;

"First Nations Advisory Committee on Safe Drinking Water" or **"FNAC"** has the meaning set out in Section 9.04(1);

"First Nations Economic and Cultural Restoration Fund" has the meaning set out in Section 6.01(2);

- 8 -

"First Nations Land Management Act" means the *First Nations Land Management Act*, S.C. 1999, c. 24;

"First Nations Lands" means lands of a First Nation, the disposition of which is subject to the Indian Act, the First Nations Land Management Act or a Modern Treaty;

"Fund" has the meaning set out in Section 16.02(a);

"Funds Held in Trust for Ongoing Fees" has the meaning set out in Section 18.02(1);

"Impacted First Nations" means First Nations whose First Nations Lands were subject to a Drinking Water Advisory that lasted at least one year between November 20, 1995 and June 20, 2021;

"Implementation Date" means the later of:

- (a) the day following the last day on which a Class Member may appeal or seek leave to appeal the Settlement Approval Orders; and
- (b) the date on which the last of any appeals of the Settlement Approval Orders is finally determined;

"Income Tax Act" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp);

"Indian Act" means the *Indian Act*, R.S.C. 1985, c. I-5;

"Individual Class Member" means a natural person who is a member of the Class and has not Opted Out of the Actions, and **"Individual Class Members"** means all such persons collectively;

"Individual Damages" has the meaning set out in Section 8.01(2);

"Individual Damages Formula" has the meaning set out in Section 8.01(2);

"Joint Committee" means a committee of three (3) persons appointed by the Courts in accordance with Section 15.01 and composed of one (1) Class Counsel representative from Olthuis Kleer Townshend LLP and two (2) Class Counsel representatives from McCarthy Tétraut LLP;

"Late Claims Period" has the meaning set out in Section 4.03(3)(c);

"Late Opt-Out" means the right to Opt Out in accordance with Section 12.02;

"Long-Term Drinking Water Advisory" means a Drinking Water Advisory for a Reserve or a part of a Reserve that lasted at least one (1) year;

"Manitoba Action" has the meaning set out in the Recitals;

"Manitoba Action Plaintiffs" has the meaning set out in the preamble to this Agreement;

- 9 -

"Manitoba Certification Order" means the order of the Manitoba Court of Queen's Bench dated July 14, 2020, certifying the Manitoba Action as a class proceeding, a copy of which is attached at Schedule C;

"Member" has the meaning set out in Section 14.01(1);

"Missing Eligible Class Member" has the meaning set out in Schedule Q;

"Modern Treaty" means a land claims agreement within the meaning of section 35 of the Constitution Act, 1982, entered into on or after January 1, 1973;

"Modern Treaty First Nations" means aboriginal peoples of Canada, other than the Inuit or Métis aboriginal peoples of Canada, with a Modern Treaty;

"Neskantaga First Nation Plaintiffs" has the meaning set out in the preamble to this Agreement;

"Non-Remote First Nation" means every Reserve that is not a Remote First Nation;

"Notice Plan" means the Notice Plan substantially in the form attached as Schedule L or as otherwise recommended by the Administrator and agreed by the Parties;

"Ongoing Fees" has the meaning set out in Section 18.02(1);

"Opt Out" means (a) the delivery by an Individual Class Member to CA2 Inc., being the administrator for notice of certification and notice of settlement, of an opt-out coupon or a written request to be removed from the Actions within the Opt-Out Period; (b) after the Opt-Out Period, an Individual Class Member obtaining leave of the Courts to opt out of the Actions; or (c) a Late Opt-Out, any of which has the effect of excluding an Individual Class Member from the Actions, and **"Opted Out"** has a corresponding meaning;

"Opt-Out Period" has the meaning set out in the Recitals and such period expired on March 29, 2021;

"Ordinarily Resident" has the meaning set out in Section 8.01(1);

"Parties" means:

- (a) prior to the Implementation Date, the Manitoba Action Plaintiffs and the Federal Action Plaintiffs, on behalf of the Class, and Canada; and
- (b) after the Implementation Date, the Class Members, as represented by the Joint Committee, and Canada;

"Person Under Disability" means:

- (a) a minor as defined by the legislation of that individual's province or territory of residence; or
- (b) an individual who is unable to manage or make reasonable judgments or decisions in respect of their affairs by reason of mental incapacity and for whom

- 10 -

a Personal Representative has been appointed pursuant to the applicable provincial or federal legislation;

"Personal Representative" means the Person appointed pursuant to the applicable provincial or federal legislation to manage or make reasonable judgments or decisions in respect of the affairs of a Person Under Disability and includes an administrator for property;

"Recitals" means the recitals to this Agreement;

"Releasees" has the meaning set out in Section 10.03(1);

"Releasers" has the meaning set out in Section 10.03(1);

"Remediation Plan" has the meaning set out in Section 9.06(4);

"Remote First Nation" means every Reserve that is classified as Zone 3 or 4 in the Band Classification Manual, being Reserves deemed either "Remote" or "Isolated and require Special Access", respectively, or if a Reserve is not classified in the Band Classification Manual, it is either (i) more than 350 kilometers from the nearest service centre with year round road access; or (ii) without year round road access to a service centre;

"Replacement Legislation" has the meaning set out in Section 9.03(1)(b);

"Representative Plaintiffs" has the meaning set out in the Recitals;

"Reserve" means a discrete tract of First Nations Lands that has been set apart by Her Majesty the Queen in Right of Canada for the use and benefit of one or more First Nations, or an analogous discrete tract of land that is subject to a Modern Treaty;

"Restoration Fund Account" has the meaning set out in Section 6.01(1);

"Safe Drinking Water Trust" has the meaning set out in in Section 16.01;

"Schedule I Canadian Bank" means a Canadian chartered bank listed on Schedule I to the *Bank Act*, S.C. 1991, c. 46;

"SDWFNA" has the meaning set out in Section 9.03(1)(a);

"Settlement Approval Hearing" means a joint hearing of the Courts to determine a motion to approve this Agreement and Class Counsel's fees;

"Settlement Approval Orders" means the orders of the Courts approving this Agreement, substantially in the form set out in Schedule O;

"Settlement Implementation Committee" or **"Settlement Implementation Committee and its Members"** means the committee established pursuant to Section 14.01 and the persons who are appointed as members thereof, being two (2) representatives of the Joint Committee, two (2) representatives of Canada, and two (2) representatives of the FNAC;

"Source Water" means untreated water from surface water sources such as lakes, ponds, or rivers;

- 11 -

- "Specified Injuries" has the meaning set out in Section 8.02(1);
- "Specified Injuries Compensation" has the meaning set out in Section 8.02(2);
- "Specified Injuries Compensation Account" has the meaning set out in Section 5.01(1);
- "Specified Injuries Compensation Fund" has the meaning set out in Section 5.01(2);
- "Specified Injuries Compensation Grid" means the Specified Injuries Compensation Grid set out in Schedule H attached hereto, or such other Specified Injuries Compensation Grid as the Courts may approve;
- "Specified Injuries Decision" has the meaning set out in Section 7.02(1);
- "Third-Party Assessor" means the person or persons appointed by the Courts to carry out the duties of the Third-Party Assessor as specified in this Agreement and in the Claims Process and their successors appointed from time to time pursuant to the provisions of Section 3.03;
- "Trust Account" has the meaning set out in in Section 4.01(1);
- "Trust Fund" has the meaning set out in in Section 4.01(2);
- "Trust Fund Surplus" has the meaning set out in Section 4.03(1);
- "Trustee" means the trustee appointed by the Courts for the purposes of this Agreement;
- "Ultimate Claims Deadline" has the meaning set out in Section 13.02(1);
- "Underserviced First Nation" has the meaning set out in in Section 9.06(1); and
- "Water Governance Fund" has the meaning set out in in Section 9.05(1).

1.02 Headings

The division of this Agreement into paragraphs and the use of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.03 Extended Meanings

In this Agreement, words importing the singular number include the plural and *vice versa*, words importing any gender or no gender include all genders and words importing persons include First Nations. The term "including" means "including without limiting the generality of the foregoing". Any reference to a government ministry, department or position shall include any successor government ministry, department or position.

1.04 Interpretation

The Parties acknowledge that they have reviewed and participated in settling the terms of this Agreement and they agree that there shall be no presumptive rule of construction to the effect that any ambiguity in this Agreement is to be resolved in favour of any particular Party.

1.05 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as enacted on the date of such reference and not as the statute may from time to time be amended, re-enacted, or replaced, and the same applies to any regulations made thereunder.

1.06 Day For Any Action

Where the time on or by which any action required to be taken hereunder expires or falls on a day that is not a Business Day, such action may be done on the next succeeding day that is a Business Day.

1.07 Currency

All references to currency herein are to lawful money of Canada.

1.08 Compensation Inclusive

The amounts payable to Class Members under this Agreement are inclusive of any prejudgment or post-judgment interest.

1.09 Schedules

The following Schedules to this Agreement are incorporated into and form part of this Agreement:

- Schedule A Agreement in Principle
- Schedule B Federal Certification Order
- Schedule C Manitoba Certification Order
- Schedule D Form of Band Council Acceptance Resolution
- Schedule E Form of Band Council Confirmation
- Schedule F Claims Process
- Schedule G Individual Damages Compensation Grid
- Schedule H Specified Injuries Compensation Grid
- Schedule I Claims Form
- Schedule J Indigenous Services Canada's Long-Term Drinking Water Advisory Action Plan
- Schedule K Commitment Dispute Resolution Process (and Appendix)
- Schedule L Notice Plan

Schedule M	Notice of Settlement Approval Hearing (Long and Short Forms)
Schedule N	Notice of Settlement Agreement Approval (Long and Short Forms)
Schedule O	Form of Federal Court Approval Order and Manitoba Court Approval Order
Schedule P	Form of Band Council Acceptance Resolution Approving Private Water Systems on Reserve
Schedule Q	Eligible Class Member Address Search Plan

1.10 No Effect on Treaties or Existing Agreements

Nothing in this Agreement shall cancel or supersede any treaty between Canada and any one or more Class Members, or any existing agreement between Canada and any one or more Class Members with respect to First Nation Water and Wastewater Systems, Long-Term Drinking Water Advisories, or similar matters, save and except for the Agreement in Principle, which this Agreement shall supersede.

1.11 No Derogation from Constitutional Rights

This Agreement is to be construed as upholding the rights of Indigenous peoples recognized and affirmed by section 35 of the Constitution Act, 1982, and not as abrogating or derogating from them.

1.12 Benefit of the Agreement

This Agreement will inure to the benefit of and be binding upon the Parties, and for Canada and First Nation Class Members, upon their respective successors, and for Individual Class Members, upon their estates, heirs, Estate Executors, Estate Claimants, and Personal Representatives.

1.13 Applicable Law

This Agreement will be governed by the laws of Canada together with the laws of Manitoba, as applicable, or alternatively, at the election of a Class Member, the laws of Canada together with the laws of the province or territory where the Class Member is ordinarily resident, as applicable.

1.14 Counterparts

This Agreement may be executed electronically and in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same Agreement.

1.15 Official Languages

Class Counsel shall prepare a French translation of this Agreement for use at the Settlement Approval Hearing. Following the Settlement Approval Orders, such French version shall be of equal weight and force at law.

1.16 Ongoing Supervisory Role of the Courts

Notwithstanding any other provision of this Agreement, the Courts shall maintain jurisdiction to supervise the implementation of this Agreement in accordance with its terms, including the adoption of protocols and statements of procedure, and the Parties attorn to the jurisdiction of the Courts for that purpose. The Courts may give any directions or make any orders that are necessary for the purposes of this Section.

ARTICLE 2 – EFFECTIVE DATE OF AGREEMENT

2.01 Date when Binding and Effective

On the Implementation Date, this Agreement will become binding on all Individual Class Members. This Agreement will become binding on all First Nation Class Members on the later of (a) the date of their Acceptance and (b) the Implementation Date. If a First Nation Class Member does not give notice of Acceptance by the Acceptance Deadline, this Agreement will not bind the First Nation Class Member and the First Nation Class Member will not be entitled to any benefit hereunder unless the Courts order otherwise.

2.02 Effective Upon Approval

Subject to Section 2.03, none of the provisions of this Agreement will become effective unless and until the Courts approve this Agreement.

2.03 Legal Fees Severable

Class Counsel's fees for prosecuting the Actions have been negotiated separately from this Agreement and remain subject to approval by the Courts. The Courts' refusal to approve Class Counsel's fees will have no effect on the implementation of this Agreement. In the event that the Courts refuse to approve the fees of Class Counsel set out in Section 18.01, (a) the remainder of the provisions of this Agreement shall remain in full force and effect and in no way shall be affected, impaired or invalidated, and (b) Section 18.01 shall be modified to reflect such Class Counsel fees as are approved by the Courts, while otherwise effecting the original intent of the Parties as closely as possible.

ARTICLE 3 – ADMINISTRATION

3.01 Designation of Administrator

On the recommendation of the Parties, the Courts shall appoint an Administrator to administer the Claims Process with such powers, rights, duties and responsibilities as are set out in Section 3.02 and such other powers, rights, duties and responsibilities as are determined by the Joint Committee and approved by the Courts. On the recommendation of the Parties, or of their own motion, the Courts may replace the Administrator at any time.

3.02 Duties of the Administrator

The Administrator's duties and responsibilities include the following:

- (a) developing, installing, and implementing systems, forms, information, guidelines and procedures for processing Claims and making decisions on Claims in accordance with this Agreement;
- (b) developing, installing, and implementing systems and procedures for making payments of compensation in accordance with this Agreement;
- (c) receiving funds from the Safe Drinking Water Trust and the Trustee to make payments to Class Members in accordance with this Agreement;
- (d) providing personnel in such reasonable numbers as are required for the performance of its duties under this Agreement, and training and instructing those personnel;
- (e) retaining community liaisons in Impacted First Nations and liaisons at tribal councils to facilitate the implementation of the Notice Plan and the Claims Process;
- (f) keeping or causing to be kept accurate accounts of its activities and its administration and preparing such financial statements, reports, and records as are required by the Courts;
- (g) reporting to the Settlement Implementation Committee on a monthly basis respecting:
 - (i) Claims received and determined;
 - (ii) Claims deemed ineligible and the reason(s) for that determination;
 and
 - (iii) appeals from the Administrator's decisions and the outcomes of those appeals;
- (h) responding to inquiries respecting Claims and Claims Forms,
- (i) reviewing Claims Forms and Band Council Confirmations, and determining, subject to Section 7.02(2) in the case of a Band Council Confirmation:
 - (i) a Claimant's membership in the Class;
 - (ii) the dates and places a Claimant was Ordinarily Resident;
 - (iii) a Claimant's entitlement to Individual Damages, if any; and
 - (iv) a Claimant's entitlement to Specified Injuries Compensation, if any;

- 16 -

- (j) reviewing Acceptances and determining whether a First Nation submitting an Acceptance is eligible to be a First Nation Class Member and each First Nation Class Member's entitlement to First Nation Damages, if any;
- (k) giving notice of decisions made in accordance with this Agreement;
- (l) communicating with Claimants in either English or French, as the Claimant elects, and if a Claimant expresses the desire to communicate in a language other than English or French, making best efforts to accommodate such Claimant; and
- (m) such other duties and responsibilities as the Courts or the Parties may from time to time direct.

3.03 Appointment of the Third-Party Assessor

On the recommendation of the Parties, the Courts shall appoint one or more Third-Party Assessors. On the recommendation of the Parties, or of their own motion, the Courts may replace a Third-Party Assessor at any time. The Third-Party Assessor shall perform the duties of the Third-Party Assessor set out in this Agreement.

3.04 Responsibility for Costs

Canada shall pay:

- (a) the costs of giving notice in accordance with the Notice Plan and any additional notice ordered by the Courts;
- (b) the costs and reasonable disbursements of the Administrator, the Third-Party Assessor, the Trustee, the Auditors, and the Settlement Implementation Committee (except Joint Committee Members), up to a maximum of fifty million dollars in the aggregate (\$50,000,000), and thereafter the Administrator shall pay such costs out of the Trust Fund on approval by the Courts;
- (c) the costs of the First Nations Advisory Committee on Safe Drinking Water in accordance with Section 9.04;
- (d) the costs of the Water Governance Fund in accordance with Section 9.05;
- (e) the costs of technical advice relating to the Commitment in accordance with Section 9.06(3); and
- (f) the costs of the Commitment Dispute Resolution Process in accordance with Section 9.08.

ARTICLE 4 – TRUST FUND

4.01 Establishment of the Trust Fund

(1) As soon as practicable after its appointment and after the settlement of the Safe Drinking Water Trust in accordance with Section 16.01, the Trustee shall establish an interest-

bearing trust account at a Schedule I Canadian Bank for purposes of the Trust Fund (the "**Trust Account**").

(2) No later than sixty (60) days following the Implementation Date, and in accordance with the terms of Article 16, Canada shall make a contribution to the Safe Drinking Water Trust by paying one billion four-hundred and thirty-eight million dollars (\$1,438,000,000) into the Trust Account, with such payment being a distinct fund (the "**Trust Fund**") within the Safe Drinking Water Trust.

4.02 Distribution of the Trust Fund

The Trustee shall authorize the Administrator to, and the Administrator shall, distribute the Trust Fund for the benefit of the Class Members in accordance with this Agreement, including by paying Individual Damages in accordance with Section 8.01(2)(a).

4.03 Trust Fund Surplus

(1) On the advice of an actuary or a similar advisor, the Joint Committee may determine at any time or from time to time that it is more likely than not that there are unallocated or surplus funds in the Trust Fund (a "**Trust Fund Surplus**").

(2) The Joint Committee shall propose a distribution of any Trust Fund Surplus for the direct or indirect benefit of the Class Members in accordance with this Section 4.03.

(3) A distribution of a Trust Fund Surplus shall include distributions to effect one or more of the following, in descending order of priority, and such other uses as the Joint Committee may determine in consultation with the FNAC:

- (a) transferring up to four hundred million dollars (\$400,000,000) to the First Nations Economic and Cultural Restoration Fund, as needed;
- (b) paying Specified Injuries Compensation if the Specified Injuries Compensation Fund is insufficient to pay the Aggregate Specified Injuries Compensation Amount;
- (c) paying Individual Damages or First Nation Damages to Claimants who filed valid Claims during a specified period after the Claims Deadline, if any (a "**Late Claims Period**"), as the Joint Committee considers appropriate;
- (d) paying increased Individual Damages or First Nation Damages, as the Joint Committee considers appropriate; and
- (e) funding programming to promote education, cultural or spiritual practices, study, or healing in connection with Long-Term Drinking Water Advisories, as the Joint Committee considers appropriate.

(4) The Joint Committee shall propose any distribution of Trust Fund Surplus and bring motions in the Courts for approval of the proposed distribution of any Trust Fund Surplus.

(5) An allocation of a Trust Fund Surplus shall require approval of both Courts, and it shall be effective on the later of:

- 18 -

- (a) the day following the last day on which a Class Member may appeal or seek leave to appeal either of the approval orders in respect of such allocation; and
 - (b) the date on which the last of any appeals of either of the approval orders in respect of such allocation is finally determined.
- (6) For greater certainty, in no event shall any amount from the Trust Fund, including any Trust Fund Surplus, revert to Canada, and Canada shall not be an eligible recipient of any Trust Fund Surplus.

ARTICLE 5 – SPECIFIED INJURIES COMPENSATION FUND

5.01 Establishment of the Specified Injuries Compensation Fund

(1) As soon as practicable after its appointment and after the settlement of the Safe Drinking Water Trust in accordance with Section 16.01, the Trustee shall establish an interest-bearing trust account at a Schedule I Canadian Bank for purposes of the Specified Injuries Compensation Fund (the "**Specified Injuries Compensation Account**").

(2) No later than sixty (60) days following the Implementation Date, and in accordance with the terms of Article 16, Canada shall make a contribution to the Safe Drinking Water Trust by paying fifty million dollars (\$50,000,000) into the Specified Injuries Compensation Account, with such payment being a distinct fund (the "**Specified Injuries Compensation Fund**") within the Safe Drinking Water Trust.

5.02 Distribution of the Specified Injuries Compensation Fund

(1) The Trustee shall authorize the Administrator to, and the Administrator shall, pay Specified Injuries Compensation from the Specified Injuries Compensation Fund in accordance with Section 8.02.

(2) If, following the Ultimate Claims Deadline and the payment of the Specified Injuries Compensation as set out in Section 8.02, any funds remain in the Specified Injuries Compensation Fund, the Trustee shall transfer such remaining funds into the Trust Fund.

(3) For greater certainty, in no event shall any amount from the Specified Injuries Compensation Fund revert to Canada, and Canada shall not be an eligible recipient of any amount from the Specified Injuries Compensation Fund.

ARTICLE 6 – FIRST NATIONS ECONOMIC AND CULTURAL RESTORATION FUND

6.01 Establishment of the First Nations Economic and Cultural Restoration Fund

(1) As soon as practicable after its appointment and after the settlement of the Safe Drinking Water Trust in accordance with Section 16.01, the Trustee shall establish an interest-bearing trust account at a Schedule I Canadian Bank for purposes of the First Nations Economic and Cultural Restoration Fund (the "**Restoration Fund Account**").

(2) No later than sixty (60) days following the Implementation Date, and in accordance with the terms of Article 16, Canada shall make a contribution to the Safe Drinking

Water Trust by paying four hundred million dollars (\$400,000,000) into the Restoration Fund Account, with such payment being a distinct fund (the "**First Nations Economic and Cultural Restoration Fund**") within the Safe Drinking Water Trust.

(3) The purpose of the First Nations Economic and Cultural Restoration Fund is to provide First Nation Class Members with funds to use on projects related to water and wastewater, economic development, and cultural activities. The Parties respect the autonomy of First Nations to choose the use to which funds distributed from the Restoration Fund Account are directed.

6.02 Distribution of the First Nations Economic and Cultural Restoration Fund

(1) The Trustee shall authorize the Administrator to, and the Administrator shall, pay First Nation Damages from the First Nations Economic and Cultural Restoration Fund in accordance with Section 8.03(1).

(2) If, following the Ultimate Claims Deadline and the payment of the First Nations Damages set out in Section 8.03(1), any funds remain in the First Nations Economic and Cultural Restoration Fund, the Trustee shall transfer such remaining funds into the Trust Fund.

(3) For greater certainty, in no event shall any amount from the First Nations Economic and Cultural Restoration Fund revert to Canada, and Canada shall not be an eligible recipient of any amount from the First Nations Economic and Cultural Restoration Fund.

ARTICLE 7 – CLAIMS PROCESS

7.01 Principles Governing Claims Administration

(1) The Claims Process is intended to be expeditious, cost-effective, user-friendly, culturally sensitive, trauma-informed, and non-traumatizing to participants. The Administrator shall identify and implement service times for the Claims Process no later than sixty (60) days after the Implementation Date.

(2) The Administrator, the Third-Party Assessor, and the Settlement Implementation Committee and its Members shall, in the absence of reasonable grounds to the contrary, assume that a Claimant is acting honestly and in good faith with respect to any Claim.

(3) In considering a Claims Form or a Band Council Confirmation, the Administrator, the Third-Party Assessor, and the Settlement Implementation Committee and its Members shall draw all reasonable and favourable inferences that can be drawn in favour of the Claimant.

7.02 Eligibility Decisions and Specified Injuries Decisions

(1) The Administrator shall review each Claims Form, Band Council Confirmation, and/or such other information as the Administrator considers relevant to determine, subject to Section 7.02(2) in the case of a Band Council Confirmation, whether each Claimant is an Individual Class Member and the period of time that they were Ordinarily Resident on a Reserve during a Long-Term Drinking Water Advisory (an "**Eligibility Decision**") and, if applicable, the validity of a Claim for Specified Injuries Compensation (a "**Specified Injuries Decision**"). For greater certainty, the Administrator may provide a Claimant with an Eligibility Decision or a

- 20 -

Specified Injuries Decision before the Administrator has calculated the Claimant's entitlement, if any, to Individual Damages or Specified Injuries Compensation.

(2) A Band Council Confirmation is intended to be optional. Where provided, and in the absence of evidence to the contrary, a Band Council Confirmation shall constitute sufficient evidence of the Individual Class Members identified therein being Ordinarily Resident on a Reserve during a Long-Term Drinking Water Advisory for the purpose of an Eligibility Decision and shall be sufficient to make Claims for Individual Damages on behalf of such Individual Class Members without such Individual Class Members being required to submit Claims Forms. Notwithstanding the foregoing, an Individual Class Member identified in a Band Council Confirmation, or an Estate Executor, Estate Claimant or Personal Representative on their behalf, shall be entitled to submit a Claims Form, and a Band Council Confirmation is not intended to override any Claims Form submitted by or on behalf of an Individual Class Member, whether or not such Individual Class Member is identified in a Band Council Confirmation. In the event of a conflict between a Band Council Confirmation and a Claims Form, the Claims Form shall prevail. Any Claimant who desires to make a Claim for Specified Injuries Compensation shall be required to submit a Claims Form in respect of their Specified Injuries.

(3) The Administrator shall give written notice to each Claimant setting out the results of its Eligibility Decision and, if applicable, Specified Injuries Decision. If the Administrator determines that the Claimant is an Individual Class Member, the Eligibility Decision will state the period of time that such Claimant was Ordinarily Resident on an applicable Reserve during a Long-Term Drinking Water Advisory, what kind of Drinking Water Advisory applied, and whether the Reserve was in a Remote First Nation.

(4) The Administrator shall provide written reasons to a Claimant in any case of:

- (a) an Eligibility Decision that a Claimant is not an Individual Class Member, or that the Claimant was not Ordinarily Resident on an applicable Reserve for the entire period claimed in the Claimant's Claims Form; or
- (b) a Specified Injuries Decision that a Claimant is not eligible for the Specified Injuries Compensation claimed in the Claimant's Claims Form.

(5) Only a Claimant confirmed by an Eligibility Decision (including, for greater certainty, by being identified as an Individual Class Member in a Band Council Confirmation) to be an Individual Class Member (a "**Confirmed Individual Class Member**") may be entitled to compensation pursuant to Section 8.01 and, if applicable, Section 8.02.

(6) A Claimant shall have sixty (60) days to commence an appeal to the Third-Party Assessor in accordance with the Claims Process after receiving:

- (a) an Eligibility Decision that a Claimant is not an Individual Class Member or that the Claimant was not Ordinarily Resident on an applicable Reserve for the entire period claimed in the Claimant's Claims Form or a Band Council Confirmation; or
- (b) a Specified Injuries Decision that a Claimant is not entitled to the Specified Injuries Compensation claimed in the Claimant's Claims Form.

(7) The Third-Party Assessor's decision on an appeal pursuant to Section 7.02(6) will be final and not subject to appeal or review.

(8) Class Counsel shall assist Claimants or their representatives, as reasonably requested, in making Claims for Specified Injuries Compensation or in appealing a Specified Injuries Decision at no cost to Canada or the Claimant other than, for certainty, Class Counsel's fees as separately negotiated or as approved by the Courts and payable in accordance with Section 18.02.

7.03 First Nation Damages Decisions

Within thirty (30) days following receipt by a First Nation Class Member of the Administrator's determination of its eligibility for a Base Payment or the Administrator's calculation of its First Nation Damages in accordance with the Claims Process, the First Nation Class Member may appeal such decision(s) in accordance with the Claims Process. The decision of the Third-Party Assessor on such an appeal will be final and not subject to appeal or review.

7.04 Referrals to Settlement Implementation Committee

(1) The Administrator shall refer a Claims Form to the Settlement Implementation Committee where the harms described in the Claims Form are not contemplated in the Specified Injuries Compensation Grid, and where the Settlement Implementation Committee has not already declined to extend Specified Injuries Compensation in substantially similar circumstances.

(2) The decision of the Settlement Implementation Committee on a Claims Form referred under this Section 7.04 will be final and not subject to appeal or review.

7.05 Finality of Decisions

Except as set out in this Article 7 and in the Claims Process, all decisions of the Administrator are final and binding upon a Claimant and not subject to appeal or review.

ARTICLE 8 – RETROSPECTIVE COMPENSATION

8.01 Individual Damages

(1) In determining where a Claimant was Ordinarily Resident for the purpose of this Agreement, the Administrator shall consider each year during the Class Period that a Reserve was subject to a Long-Term Drinking Water Advisory, beginning on the date that the advisory was imposed (each such year, an "Advisory Year"), and a Claimant shall have been "Ordinarily Resident" on an affected Reserve, for the purposes of this Agreement, if:

- (a) the Claimant lived on the affected Reserve for a greater portion of an Advisory Year (or, after the first Advisory Year, the applicable portion of such subsequent Advisory Year that a Long-Term Drinking Water Advisory was in effect if the Long-Term Drinking Water Advisory terminated before the end of the Advisory Year) than the Claimant lived elsewhere; and
- (b) notwithstanding the foregoing, in the case of any Claimant who was eighteen (18) years of age or younger at the applicable time, such Claimant habitually lived on an affected Reserve but lived elsewhere for a portion of the Advisory Year to attend an educational facility.

- 22 -

- (2) The Administrator shall calculate damages for each Confirmed Individual Class Member ("**Individual Damages**") in accordance with the following formula (the "**Individual Damages Formula**"):
- (a) in the case of a Confirmed Individual Class Member who had not yet reached the age of eighteen (18) years on November 20, 2013, for:
- (i) every Advisory Year; and
 - (ii) after the first Advisory Year, every portion of an Advisory Year in accordance with Section 8.01(4),
 during the Class Period that such Confirmed Individual Class Member was Ordinarily Resident on a Reserve where a Long-Term Drinking Water Advisory was in effect;
- (b) in the case of a Confirmed Individual Class Member who had reached the age of eighteen (18) years before November 20, 2013, but was incapable of commencing a proceeding in respect of their Claim because of their physical, mental or psychological condition, for:
- (i) every Advisory Year (and, after the first Advisory Year, every portion of an Advisory Year in accordance with Section 8.01(4)) prior to November 20, 2019, for which the Confirmed Individual Class Member had reached the age of eighteen (18) years and had been capable of commencing a proceeding in respect of that Advisory Year (or portion thereof) for a cumulative period of less than six (6) years as of November 20, 2019; and
 - (ii) every Advisory Year (and, after the first Advisory Year, every portion of an Advisory Year in accordance with Section 8.01(4)) subsequent to November 20, 2019,
 during the Class Period that such Confirmed Individual Class Member was Ordinarily Resident on a Reserve where a Long-Term Drinking Water Advisory was in effect; or
- (c) in the case of a Confirmed Individual Class Member who had reached the age of eighteen (18) years before November 20, 2013, other than a person described in Section 8.01(2)(b), for:
- (i) every Advisory Year; and
 - (ii) after the first Advisory Year, every portion of an Advisory Year in accordance with Section 8.01(4),
 between November 20, 2013, and the end of the Class Period that such Confirmed Individual Class Member was Ordinarily Resident on a Reserve where a Long-Term Drinking Water Advisory was in effect.
- (3) The Joint Committee, acting on the advice of an actuary or a similar advisor, shall determine the rates at which Individual Damages will be paid. Subject to (a) the availability

of sufficient funds in the Trust Fund and (b) the availability of sufficient funds in the First Nations Economic and Cultural Restoration Fund to pay First Nation Damages in an amount equal to fifty percent (50%) of the Individual Damages, Individual Damages shall be paid at the rates set out in Schedule G, or as close to those rates as the sufficiency of the Trust Fund and the First Nations Economic and Cultural Restoration Fund allows.

(4) Individual Damages for any partial Advisory Years after the first Advisory Year shall be calculated for each Confirmed Individual Class Member by multiplying:

- (a) the Individual Damages such Confirmed Individual Class Member would have been entitled to for a full Advisory Year, calculated in accordance with Section 8.01(2); by
- (b) a fraction, the numerator of which is the number of days in the applicable partial Advisory Year after the first Advisory Year during which a Long-Term Drinking Water Advisory remained in effect on a Reserve where the Class Member was Ordinarily Resident and the denominator of which is three hundred and sixty-five (365).

(5) Except as otherwise provided in this Agreement, within one hundred and twenty (120) days following the Claims Deadline, the Administrator shall pay Individual Damages in Accordance with this Agreement. The Administrator shall request such funds from the Trustee, the Trustee shall provide such funds to the Administrator, and the Administrator shall pay such funds in accordance with this Agreement.

8.02 Specified Injuries Compensation

(1) In addition to Individual Damages, an Individual Class Member may indicate on their Claims Form that they claim damages for one or more of the specified medical conditions listed on Schedule H that were caused by using treated or tap water in accordance with a Long-Term Drinking Water Advisory on a Reserve where such Individual Class Member was Ordinarily Resident, or by restricted access to treated or tap water caused by a Long-Term Drinking Water Advisory on a Reserve where such Individual Class Member was Ordinarily Resident ("**Specified Injuries**"). For greater certainty, medical conditions caused by using water in a manner that is contrary to an applicable Long-Term Drinking Water Advisory or using Source Water will not constitute Specified Injuries.

(2) Confirmed Individual Class Members will be entitled to compensation for Specified Injuries in the amount set out in Schedule H (the "**Specified Injuries Compensation**"), provided that the Claimant establishes that the injury was caused by using treated or tap water in accordance with a Long-Term Drinking Water Advisory, or by restricted access to treated or tap water caused by a Long-Term Drinking Water Advisory, in accordance with the Claims Process and Schedule H.

(3) Confirmed Individual Class Members must establish a Specified Injury by the means set out in Schedule H and the Claims Process, unless the Settlement Implementation Committee directs otherwise. Each amount set out in in Schedule H will be paid only once to a particular Claimant, even if the Claimant suffered multiple Specified Injuries of the same nature or kind.

- 24 -

- (4) Within one hundred and twenty (120) days following the Claims Deadline, the Administrator shall determine whether there are sufficient funds in the Specified Injuries Compensation Fund to pay the aggregate Specified Injuries Compensation for each valid and established Claim for Specified Injuries Compensation (the "**Aggregate Specified Injuries Compensation Amount**") established in accordance with the Claims Process, and:
- (a) if there are sufficient funds in the Specified Injuries Compensation Fund to pay the Aggregate Specified Injuries Compensation Amount, the Administrator shall pay Specified Injuries Compensation in accordance with this Agreement; or
 - (b) if there are insufficient funds in the Specified Injuries Compensation Fund to pay the Aggregate Specified Injuries Compensation Amount, the Administrator shall pay each Confirmed Individual Class Member in accordance with this Agreement their *pro rata* share of the Specified Injuries Compensation Fund in proportion to the Specified Injuries Compensation to which such Confirmed Individual Class Member would be entitled if the Aggregate Specified Injuries Compensation Amount was equal to the Specified Injuries Compensation Fund; and
 - (c) in either case, the Administrator shall request such funds from the Trustee, the Trustee shall provide such funds to the Administrator, and the Administrator shall pay such funds in accordance with this Agreement.

8.03 First Nation Class Member Damages

- (1) The Administrator shall calculate First Nation Class Members' damages in accordance with the following entitlement of each First Nation Class Member:
- (a) a base payment of five hundred thousand dollars (\$500,000) (the "**Base Payment**"); and
 - (b) an amount equal to fifty percent (50%) of the Individual Damages paid to Confirmed Individual Class Members who were Ordinarily Resident on such First Nation Class Member's Reserve or Reserves during a Long-Term Drinking Water Advisory on such First Nation Class Member's Reserve or Reserves ("**First Nation Damages**").
- (2) The Administrator shall pay the Base Payment to each First Nation Class Member from the First Nations Economic and Cultural Restoration Fund within ninety (90) days following the later of (a) the Implementation Date, and (b) the date on which such First Nation Class Member gives written notice of Acceptance to Class Counsel. The Administrator shall request such funds from the Trustee, the Trustee shall provide such funds to the Administrator, and the Administrator shall pay such funds in accordance with this Agreement.
- (3) Every six (6) months after the Base Payment is made pursuant to Section 8.03(2), the Administrator shall pay each First Nation Class Member from the First Nations Economic and Cultural Restoration Fund, without duplication, any accrued but unpaid First Nation Damages to date for such First Nation Class Member. The Administrator shall request such funds from the Trustee, the Trustee shall provide such funds to the Administrator, and the Administrator shall pay such funds in accordance with this Agreement.

ARTICLE 9 – PROSPECTIVE RELIEF**9.01 Action Plan for First Nation Class Members**

(1) Canada shall make all reasonable efforts to support the removal of Long-Term Drinking Water Advisories that affect Class Members, including by taking the steps set out in the Action Plan within the project timeframes set out therein.

(2) Canada shall update the Action Plan regularly, and no less than quarterly, so as to reflect progress against the Action Plan.

(3) The Action Plan shall be amended to reflect additional commitments made by Canada, including commitments in Remediation Plans.

(4) Within thirty (30) Business Days following any update or amendment to the Action Plan, Canada shall provide the Joint Committee with a copy of the updated or amended Action Plan.

(5) For greater certainty, nothing in this Agreement limits Canada to taking the measures set out in the Action Plan or prevents Canada from taking additional measures not contemplated in the Action Plan for the benefit of Class Members.

9.02 Commitment to Additional Measures

(1) In addition to the measures set out in the Action Plan, Canada shall make all reasonable efforts to ensure that Individual Class Members living on Reserves have regular access to drinking water in their homes, whether from a public water system or a private water system approved by a band council resolution substantially in the form set out in Schedule P, or another form acceptable to Canada and Class Counsel, including on-site systems, that meets the stricter of the federal requirements or provincial standards governing residential water quality (the "Commitment"). For greater certainty:

- (a) such "regular access" shall be of a nature and quantity sufficient to permit all usual and necessary uses of water in a similarly situated Canadian home, including but not limited to drinking water, bathing and personal hygiene, food preparation and dishwashing, sanitation, and laundry;
- (b) the Commitment is limited to Canada's reasonable efforts, including the provision of actual cost funding, training, planning, and technical assistance;
- (c) if, despite Canada making all reasonable efforts, such regular access cannot be achieved, Canada is not required to warranty such regular access in an Individual Class Member's home; and,
- (d) factors that may be considered in any determination of reasonable efforts include, but are not limited to:
 - (i) the views of the particular First Nation;
 - (ii) any federal requirements or provincial standards and protocols relating to water;

- 26 -

- (iii) whether monitoring and testing are performed on the water system; and
- (iv) the physical location of the home, including proximity to centralized water systems and remoteness.

(2) Canada shall spend at least six billion dollars (\$6,000,000,000) between June 20, 2021, and March 31, 2030, to meet the Commitment, at a rate of at least four hundred million dollars (\$400,000,000) per fiscal year ending March 31, by funding the actual cost of construction, upgrading, operation, and maintenance of water infrastructure on Reserves for First Nations ("**Commitment Expenditures**").

(3) Canada shall provide the Joint Committee with an annual statement of all Commitment Expenditures actually made each fiscal year through March 31, 2030, which statement shall be provided no later than ninety (90) days after the end of the applicable fiscal year.

(4) Upon request, Canada shall promptly provide any First Nation Class Member with a statement of the Commitment Expenditures in respect of such First Nation Class Member's Reserves.

9.03 Repeal and Replacement of *Safe Drinking Water for First Nations Act*

- (1) Canada shall make all reasonable efforts to:
 - (a) introduce legislation repealing the *Safe Drinking Water for First Nations Act*, S.C. 2013, c. 21 (the "**SDWFNA**") on or before March 31, 2022;
 - (b) develop and introduce replacement legislation for the *SDWFNA* ("**Replacement Legislation**"), in consultation with First Nations; and
 - (c) introduce the Replacement Legislation by December 31, 2022.
- (2) The objectives of the Replacement Legislation shall be to:
 - (a) ensure sustainable First Nation Water and Wastewater Systems, premised upon:
 - (i) defining minimum standards of water quality for First Nation Water and Wastewater Systems, with reference to standards that are directly applicable to First Nation communities; and
 - (ii) defining minimum capacity standards for the delivery of water to First Nation communities, in terms of volume per individual community member;
 - (b) create a transparent approach to building, improving, and providing drinking water and wastewater services for First Nations;
 - (c) confirm adequate and sustainable funding for First Nation Water and Wastewater Systems; and
 - (d) support the voluntary assumption of water and wastewater infrastructure by First Nations.

- 27 -

(3) Notwithstanding Canada's commitment to introduce the Replacement Legislation, Canada shall support the development of First Nations governance initiatives as described in Section 9.05, below.

9.04 First Nations Advisory Committee on Safe Drinking Water

(1) Canada shall provide twenty million dollars (\$20,000,000) in funding through the fiscal year ending March 31, 2026, for the creation of the First Nations Advisory Committee on Safe Drinking Water (the "FNAC").

(2) The FNAC's membership shall reflect Canada's diversity of First Nation Class Member communities, languages, genders, geographies, skills, expertise, and experience with water insecurity.

(3) The members of the FNAC shall be appointed by agreement of the Parties, on the recommendation of the Joint Committee, and failing agreement, the members shall be appointed by the Courts. The Parties may agree to remove any member of the FNAC, and such removal will be effective upon approval of the Courts.

(4) The primary functions of the FNAC shall be to:

- (a) work with First Nation Class Members to provide oversight, guidance, and recommendations to Indigenous Services Canada to support the development and implementation of forward-looking policy initiatives, including:
 - (i) the development of Indigenous Services Canada's Long Term Strategy for Water and Wastewater on First Nation Class Members' Reserves; and
 - (ii) the development of the Replacement Legislation;
 - (b) contribute strategic advice and perspectives to Indigenous Services Canada in order to advance the long-term sustainability of safe drinking water in First Nation communities; and
 - (c) support the identification and prioritization of funding for water and wastewater in First Nations communities.
- (5) The terms of reference for the FNAC shall be developed jointly by the Parties.

9.05 First Nations Governance Initiatives

(1) Canada shall provide nine million dollars (\$9,000,000) in funding for First Nations to pursue governance initiatives and by-law development through the fiscal year ending March 31, 2026 (the "Water Governance Fund"). Indigenous Services Canada shall administer the Water Governance Fund in accordance with its terms of reference.

(2) The funding for the Water Governance Fund shall continue through the fiscal year ending March 31, 2026, regardless of whether the Replacement Legislation is enacted within the anticipated time frame or at all.

- 28 -

(3) The Water Governance Fund shall assist First Nation Class Members that wish to develop their own water-related governance initiatives, including by funding:

- (a) research;
- (b) technical advice;
- (c) by-law drafting; and
- (d) the implementation of pilot projects on Reserves.

(4) The terms of reference for the Water Governance Fund shall be developed jointly by the Parties.

9.06 Agreement on Required Measures

(1) If a First Nation determines that the Commitment is not met or ceases to be met on its Reserve or Reserves or if a First Nation determines that Canada is not complying with a Remediation Plan (each such First Nation is an "**Underserviced First Nation**"), it shall give written notice to Canada, directed to the Deputy Minister of Indigenous Services, describing the way in which the Commitment is not met or ceases to be met or the way in which Canada is not complying with a Remediation Plan.

(2) Canada shall promptly consult with each Underserviced First Nation, with a view to meeting the Commitment as soon as possible.

(3) Canada shall pay the reasonable cost of an Underserviced First Nation obtaining technical advice to determine what steps are required to meet the Commitment on the Underserviced First Nation's Reserve or Reserves.

(4) Canada shall make all reasonable efforts to reach an agreement with the Underserviced First Nation detailing the steps that are required to meet the Commitment (a "**Remediation Plan**").

(5) Canada and the Underserviced First Nation shall each comply with the Remediation Plan.

9.07 Dispute Resolution for Required Measures

If Canada does not comply with an existing Remediation Plan or Canada and an Underserviced First Nation fail to agree upon a Remediation Plan within three (3) months following the Underserviced First Nation delivering notice as set out in Section 9.06 or such other time period as the Parties may agree, the Underserviced First Nation may invoke the dispute resolution process set out on Schedule K (the "**Commitment Dispute Resolution Process**"), in which case Canada and the Underserviced First Nation shall submit the existing Remediation Plan or their respective proposed forms of Remediation Plan to the Commitment Dispute Resolution Process.

9.08 Costs of Commitment Dispute Resolution Process

(1) Canada shall pay fifty percent (50%) of the reasonable costs and disbursements of any Underserved First Nation Class Member's participation in the Commitment Dispute Resolution Process, including reasonable legal fees and disbursements, provided that Canada shall pay one hundred percent (100%) of the reasonable costs of convening collaborative negotiations, mediations, and arbitrations in accordance with the Commitment Dispute Resolution Process, together with the reasonable fees and disbursements of any mediator or arbitrator appointed in accordance with the Commitment Dispute Resolution Process; and

(2) For greater certainty, the costs and disbursements set out in Section 9.08(1) are separate and distinct from the fees and disbursements payable to Class Counsel and the Joint Committee pursuant to Article 18.

ARTICLE 10 – EFFECT OF AGREEMENT

10.01 No Provision for Continued Damages

This Agreement makes no provision for any damages that may accrue to Class Members in respect of Long-Term Drinking Water Advisories that begin or continue after June 20, 2021, and Class Members shall not release any claims to any such damages.

10.02 Canada's Liability

The Parties specifically agree that once Canada has complied with the terms of this Agreement, it shall have no further liability to Class Members for damages that they incurred prior to June 20, 2021 in respect of or arising from Canada's failure to provide, or fund the provision of, safe drinking water on the Reserve or Reserves of such First Nation Class Members, or on which such Individual Class Members were Ordinarily Resident during a Long-Term Drinking Water Advisory.

10.03 Releases

(1) The Settlement Approval Orders issued by the Courts will declare that, except as set forth in Section 10.01 and Section 10.04, and in consideration for Canada's obligations and liabilities under this Agreement, each Individual Class Member or their Estate Executor, Estate Claimant, or Personal Representative on behalf of such Individual Class Member or their estate and each First Nation Class Member (hereinafter collectively the "**Releasors**") has fully, finally and forever released Canada and its servants, agents, officers and employees, predecessors, successors, and assigns (hereinafter collectively the "**Releasees**"), from any and all actions, causes of action, claims, and demands of every nature or kind available, whether or not known or anticipated, which the Releasors had, now have or may in the future have against the Releasees in respect of or arising from Canada's failure to provide, or fund the provision of, safe drinking water on the Reserve or Reserves of such First Nation Class Member, or on which such Individual Class Member was Ordinarily Resident during a Long-Term Drinking Water Advisory, in each case prior to the conclusion of the Class Period.

(2) The Releasors are deemed to agree that if they make any claim or demand or take any actions or proceedings against another person or persons in which any claim arises against the Releasees for contribution or indemnity or other relief over, whether by statute,

- 30 -

common law, or Quebec civil law, in relation to the claims released in Section 10.03(1), above, the Releasors shall expressly limit their claims so as to exclude any portion of Canada's liability.

- (3) Upon a final determination of a Claim made under and in accordance with the Claims Process, the Releasors are also deemed to fully and finally release:
- (a) the Parties, Class Counsel, counsel for Canada, the Settlement Implementation Committee and its Members, the FNAC and its members, the Joint Committee and its members, the Administrator, and the Third-Party Assessor with respect to any claims that have arisen, arise, or could arise out of the application of the Claims Process, including any claims relating to the calculation of Individual Damages, Specified Injuries Compensation, and First Nation Damages, the sufficiency of the compensation received, and the allocation and distribution of Trust Fund Surplus;
 - (b) any band council that submitted a Band Council Confirmation in respect of any claims that have arisen, arise, or could arise out of the Band Council Confirmation, including any claims in respect of the completeness or accuracy thereof; and
 - (c) any band council that adopts a band council resolution approving private water systems, substantially in the form set out in Schedule P or in another form acceptable to Canada and Class Counsel, in respect of any claims that have arisen, arise, or could arise out of the band council resolution approving private water systems, including any claims in respect of the completeness or accuracy thereof, and the adoption or failure to adopt a band council resolution approving private water systems shall not have the effect of making a First Nation or its band council responsible or liable for any water system described therein.
- (4) The Parties, Class Counsel, counsel for Canada, the Settlement Implementation Committee and its Members, the FNAC and its members, the Joint Committee and its members, the Administrator, and the Third-Party Assessor shall have no liability to a Missing Eligible Class Member with respect to any claims that have arisen, arise, or could arise in respect of the payment or non-payment of any amount in accordance with this Agreement once the Administrator has complied with the Eligible Class Member Address Search Plan set out in Schedule Q.
- (5) For greater certainty:
- (a) any living Individual Class Member who does not submit a valid Claims Form to the Administrator, or on whose behalf a valid Claim is not made in the form of a Band Council Confirmation, or, in the case of a Class Member who is a Person Under Disability, on whose behalf a valid Claims Form is not submitted by such Class Member's Personal Representative; and
 - (b) any Deceased Individual Class Member who did not submit a valid Claims Form prior to their death, or whose Estate Executor or Estate Claimant does not submit a valid Claims Form on behalf of such Deceased Individual Class Member, together with any other information required by this Agreement,

- 31 -

in each case on or prior to the Ultimate Claims Deadline shall have no right to Individual Damages or Specified Injuries Compensation under this Agreement, and the Administrator shall reject any Claim submitted following the Ultimate Claims Deadline. Each Individual Class Member shall continue to be bound by the release set out in this Section 10.03 notwithstanding their failure to submit a valid Claims Form on or prior to the Ultimate Claims Deadline.

(6) For greater certainty any Impacted First Nation that does not give notice of Acceptance by the Acceptance Deadline shall forfeit any right to any benefit under this Agreement, including First Nation Damages, and the Administrator shall reject any notice of Acceptance submitted following the Acceptance Deadline.

10.04 Continuing Remedies

(1) The Parties acknowledge and agree that, notwithstanding Section 10.03 or any other provision of this Agreement, Class Members do not release, and specifically retain, their claims or causes of action for any breach by Canada of this Agreement.

(2) The Parties acknowledge and agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event Canada failed to perform its obligations under Section 3.04, Article 4 Article 5 Article 6 or Article 9 . It is accordingly agreed that, subject to the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, the Parties shall be entitled to injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to damages and any other remedy to which the Parties may be entitled at law or in equity.

10.05 Canadian Income Tax and Social Benefits

(1) Canada shall make best efforts to ensure that any Class Member's entitlement to federal social benefits or social assistance benefits will not be negatively affected by receipt of any payment in accordance with this Agreement, and no such payment will be considered taxable income within the meaning of the Income Tax Act.

(2) Canada shall make best efforts to obtain agreement with provincial and territorial governments to the effect that the receipt of any payment in accordance with this Agreement will not affect the amount, nature, or duration of any social benefits or social assistance benefits available or payable to any Class Member.

ARTICLE 11 – IMPLEMENTATION OF THIS AGREEMENT

11.01 Settlement Approval Orders

(1) The Parties agree that the Settlement Approval Orders will be sought from the Courts substantially in the form attached as Schedule O.

(2) The Parties shall consent to the entry of the Settlement Approval Orders.

(3) The Parties shall take all reasonable measures to cooperate in requesting that the Courts issue the Settlement Approval Orders.

- 32 -

(4) The Parties shall schedule the Settlement Approval Hearing as soon as practicable considering the requirements of the Notice Plan and the Courts' availability.

11.02 Notice Plan

(1) The Parties agree that they shall jointly seek approval from the Courts of the Notice Plan as the means by which Class Members will be provided with notice of settlement and settlement approval, as well as the Late Opt-Out, as applicable.

(2) Canada agrees to fund the implementation of the Notice Plan and any subsequent notice ordered by the Courts.

ARTICLE 12 – OPTING OUT

12.01 Opting Out

No Individual Class Member may Opt Out of the Actions without leave of the Courts, and each Individual Class Member shall be bound by this Agreement if it is approved by the Courts.

12.02 Late Opt-Out

Notwithstanding Section 12.01, Individual Class Members who are Ordinarily Resident in Mitaanjugaming First Nation, North Caribou Lake, Ministikwan Lake Cree Nation, Oneida of the Thames, and Deer Lake First Nation shall have a right to Opt Out by providing the Administrator with written notice within forty-five (45) days of the date on which notice of settlement is first published. The First Nations named in this Section 12.02 first experienced a Long-Term Drinking Water Advisory after the commencement of the Opt-Out Period. Save and except for the Late Opt-Out in this Section 12.02, Individual Class Members shall have no right to Opt Out under this Agreement and may only exclude themselves from the Actions with leave of the Courts in accordance with Section 12.01.

12.03 Automatic Exclusion for Individual Claims

Any Individual Class Member who does not, before the expiry of the time to Opt Out, discontinue a proceeding that raises questions of law or fact that are common to the Actions, is deemed to have Opted Out.

ARTICLE 13 – PAYMENTS FOR DECEASED INDIVIDUAL CLASS MEMBERS AND PERSONS UNDER DISABILITY

13.01 Compensation if Deceased: Grant of Authority or the Like

(1) If an Individual Class Member died or dies on or after November 20, 2017 (any such Individual Class Member, a "Deceased Individual Class Member"), and:

- (a) the Deceased Individual Class Member has been identified in a Band Council Confirmation;
- (b) a Claims Form has been submitted to the Administrator by such Deceased Individual Class Member or their Personal Representative prior to their death; or

- 33 -

- (c) a Claims Form has been submitted to the Administrator by their Estate Executor after their death,

and the Estate Executor of such Deceased Individual Class Member has submitted the evidence required by Section 13.01(2) to the Administrator, the Administrator shall pay such Deceased Individual Class Member's Estate Executor the compensation to which such Deceased Individual Class Member was entitled under the Claims Process, with such payment made payable to "the estate of" such Deceased Individual Class Member.

(2) In support of a Claim made pursuant to Section 13.01(1), the Estate Executor for the Deceased Individual Class Member shall submit to the Administrator, in each case in a form acceptable to the Administrator:

- (a) a Claims Form (if a Claims Form was not submitted by such Deceased Individual Class Member or their Personal Representative prior to their death and such Deceased Individual Class Member was not identified in a Band Council Confirmation);
- (b) evidence that such Deceased Individual Class Member is deceased and of the date on which such Deceased Individual Class Member died; and
- (c) evidence in the following form identifying such representative as having the legal authority to receive compensation on behalf of the estate of the Deceased Individual Class Member:
 - (i) if the claim is based on a will or other testamentary instrument or on intestacy, a copy of a grant of probate or a grant and letters testamentary or other document of like import or a grant of letters of administration or other document of like import, purporting to be issued by any court or authority in Canada; or
 - (ii) if the claim is based on a Quebec notarial will, an authenticated copy thereof.

13.02 Compensation if Deceased: No Grant of Authority or the Like

(1) If a Claims Form has been submitted to the Administrator by a Deceased Individual Class Member or by their Personal Representative prior to their death, or by their Estate Executor or another representative of such Deceased Individual Class Member (an "Estate Claimant") after their death, but the estate of such Deceased Individual Class Member has not submitted all of the evidence required by Section 13.01(2) to the Administrator, the Estate Executor or Estate Claimant must submit the evidence required by Section 13.01(2)(a) and Section 13.01(2)(b) to the Administrator, together with evidence identifying the basis on which the Estate Executor or Estate Claimant represents the estate of such Deceased Individual Class Member in accordance with Section 13.02(3) (in totality, an "Estate Representation Claim"), by the date that is the later of the Claims Deadline and the end of any Late Claims Period (the "Ultimate Claims Deadline") and otherwise in accordance with this Agreement, and:

- (a) if only one Estate Representation Claim has been submitted in respect of such Deceased Individual Class Member on or prior to the Ultimate Claims Deadline,

- 34 -

the Administrator shall pay the compensation to which such Deceased Individual Class Member is entitled to the Estate Executor or Estate Claimant identified in the Estate Representation Claim on behalf of the estate; or

- (b) if more than one Estate Representation Claim has been submitted in respect of such Deceased Individual Class Member on or prior to the Ultimate Claims Deadline, the Administrator shall:

(i) if the Estate Executors or Estate Claimants identified in all such Estate Representation Claims submit to the Administrator a signed agreement directing the payment of the compensation to which such Deceased Individual Class Member is entitled and provide a release in a form acceptable to the Administrator, pay such compensation to the estate in accordance with such agreement; or

(ii) if the Estate Executors or Estate Claimants identified in all such Estate Representation Claims do not submit to the Administrator an agreement in accordance with Section 13.02(1)(b)(i), require one of the Estate Executors or Estate Claimants identified in one of the Estate Representation Claims to submit to the Administrator the evidence set out in Section 13.01(2)(c) and pay such person on behalf of the estate the compensation to which such Deceased Individual Class Member is entitled, provided that if no person submits to the Administrator the evidence set out in Section 13.01(2)(c) within two (2) years of the Ultimate Claims Deadline, the Claim on behalf of such Deceased Individual Class Member and their estate will be extinguished, the Administrator will have no further obligation to make any payment in respect of such Deceased Individual Class Member or to their estate, and all Claims by or on behalf of such Deceased Individual Class Member and their estate shall be deemed to be released and discharged in accordance with Section 10.03.

(2) If a Claims Form is submitted to the Administrator by, or on behalf of, a Deceased Individual Class Member but no Estate Representation Claim is submitted to the Administrator in respect of such Deceased Individual Class Member in accordance with Section 13.01(1) within ninety (90) days of the Administrator receiving the Claims Form, the Administrator shall make reasonable efforts to send a notice to the last known address of the Deceased Individual Class Member or the Estate Executor or Estate Claimant of such Deceased Individual Class Member, as applicable, requiring the submission of an Estate Representation Claim. If no person submits to the Administrator an Estate Representation Claim in respect of a given Deceased Individual Class Member within two (2) years of the Ultimate Claims Deadline, the Claim on behalf of such Deceased Individual Class Member and their estate will be extinguished, the Administrator will have no further obligation to make any payment in respect of such Deceased Individual Class Member or to their estate, and any Claim by or on behalf of such Deceased Individual Class Member and their estate shall be deemed to be released and discharged in accordance with Section 10.03.

(3) In support of an Estate Representation Claim made pursuant to Section 13.02(1), the Estate Executor or Estate Claimant for the Deceased Individual Class Member, as applicable, shall submit to the Administrator the following evidence that they represent the estate of such Deceased Individual Class Member, in each case in a form acceptable to the Administrator:

- 35 -

- (a) if the Deceased Individual Class Member had a will:
 - (i) a copy of the will appointing the Estate Executor or Estate Claimant, as applicable, to represent the estate of such Deceased Individual Class Member; and
 - (ii) an attestation or declaration signed by the Estate Executor or Estate Claimant, together with one other person who knew the Deceased Individual Class Member personally, confirming that they believe the will to be valid, do not know the will to have been revoked, know of no later will of the Deceased Individual Class Member, and know of no executor, administrator, trustee, or liquidator that has been appointed by a court; or
 - (b) if the Deceased Individual Class Member did not have a will:
 - (i) an attestation or declaration signed by the Estate Executor or Estate Claimant, together with one other person who knew the Deceased Individual Class Member personally, confirming that they do not know such Deceased Individual Class Member to have had a will and that no executor, administrator, trustee, or liquidator has been appointed by a court;
 - (ii) proof of the relationship of such Estate Executor or Estate Claimant, as applicable, to the Deceased Individual Class Member in a form reasonably acceptable to the Administrator;
 - (iii) an attestation or declaration signed by the Estate Executor or Estate Claimant, together with one other person who knew the Deceased Individual Class Member personally:
 - A. confirming that they know of no higher priority heir of such Deceased Individual Class Member in accordance with Section 13.02(4); and
 - B. either:
 - (I) confirming that they know of no equal priority heir of such Deceased Individual Class Member in accordance with Section 13.02(4), or
 - (II) if there is any equal priority heir of such Deceased Individual Class Member in accordance with Section 13.02(4), listing the persons at the same priority level; and
 - (iv) if there are heirs of such Deceased Individual Class Member of equal priority to the Estate Executor or Estate Claimant in accordance with Section 13.02(4), all such persons' signed consent for such Estate Executor or Estate Claimant, as applicable, to act for the estate of such Deceased Individual Class Member.
- (4) For purposes of Section 13.02(3)(b), the priority level of heirs shall follow the provisions of the Indian Act in respect of distribution of property on intestacy, and such priority level of heirs from highest to lowest priority is as follows:
- (a) surviving spouse or common-law partner;

- 36 -

- (b) children;
- (c) grandchildren;
- (d) parents;
- (e) siblings; and
- (f) children of siblings.

All terms in this Section 13.02(4) used but not defined in this Agreement have the definitions set out in the Indian Act.

13.03 Person Under Disability

If an Individual Class Member who submitted a Claims Form to the Administrator prior to the Claims Deadline, or was identified in a Band Council Confirmation, is or becomes a Person Under Disability prior to their receipt of compensation, and the Administrator is advised that such Individual Class Member is a Person Under Disability prior to paying compensation, the Administrator shall pay the Personal Representative of such Individual Class Member the compensation to which the Individual Class Member would have been entitled under the Claims Process, and if the Administrator is not so advised, the Administrator shall make such payment payable to such Individual Class Member. If an Individual Class Member is or becomes a Person Under Disability prior to submitting a Claims Form to the Administrator, the Personal Representative of the Individual Class Member may submit a Claims Form on behalf of such Individual Class Member prior to the Claims Deadline and the Personal Representative of the Individual Class Member shall be paid the compensation to which the Individual Class Member would have been entitled under the Claims Process.

13.04 Canada, Administrator, Class Counsel, Joint Committee, Third-Party Assessor, Settlement Implementation Committee, and FNAC Held Harmless

Canada and its counsel, the Administrator, Class Counsel, the Joint Committee and its members, the Third-Party Assessor, the Settlement Implementation Committee and its Members, and the FNAC shall be held harmless from any and all claims, counterclaims, suits, actions, causes of action, demands, damages, penalties, injuries, setoffs, judgments, debts, costs, expenses (including legal fees and expenses) or other liabilities of every character whatsoever by reason of or resulting from a payment or non-payment to or on behalf of a Deceased Individual Class Member or a Person Under Disability, or to an Estate Executor, Estate Claimant, estate, or Personal Representative pursuant to this Agreement, and this Agreement shall be a complete defence.

ARTICLE 14 – SETTLEMENT IMPLEMENTATION COMMITTEE

14.01 Settlement Implementation Committee

(1) There shall be a Settlement Implementation Committee appointed by the Courts consisting of two (2) members of the Joint Committee, two (2) representatives of Canada, and two (2) members of the FNAC, each of whom is herein defined as a "**Member**" for the purposes of this Agreement. One of the members of the Joint Committee will be appointed as President of the Settlement Implementation Committee.

- 37 -

(2) The Settlement Implementation Committee shall endeavour to reach consensus. If consensus is not possible, the Settlement Implementation Committee shall decide by majority. If majority cannot be reached, the President shall cast the deciding vote.

(3) Any of the Members of the Settlement Implementation Committee may be substituted by the Courts or by agreement of the Parties so long as the composition of the Settlement Implementation Committee remains as set out in Section 14.01(1) above.

(4) The Settlement Implementation Committee is a monitoring body established under this Agreement with the following responsibilities:

- (a) monitoring the work of the Administrator and the Claims Process;
- (b) receiving and considering reports from the Administrator, including on administrative costs;
- (c) giving such directions to the Administrator or the Third-Party Assessor as may, from time to time, be necessary in accordance with the mandate of the Settlement Implementation Committee;
- (d) receiving and deciding requests for an extension to the Claims Deadline, which extension shall require an order of the Courts;
- (e) proposing for the Courts' approval such protocols as may be necessary for the implementation of this Agreement;
- (f) considering Claims Forms referred to it by the Administrator; and
- (g) addressing any other matter referred to the Settlement Implementation Committee by the Courts or any one of them.

(5) For greater certainty, the Settlement Implementation Committee has no jurisdiction to consider appeals or applications or similar process from a Claimant or Class Member. No Class Member or other person may apply to the Settlement Implementation Committee for relief of any sort and the Settlement Implementation Committee shall not entertain any such applications or similar process.

14.02 Decisions Are Final and Binding

The decisions of the Settlement Implementation Committee shall be final and binding and shall not be subject to appeal or review.

14.03 Costs of Settlement Implementation Committee

In accordance with Section 3.04(b), Canada shall pay the costs of participation in the Settlement Implementation Committee of Members who are not also members of the Joint Committee. The costs of members of the Joint Committee shall be paid in accordance with Section 15.01(8). Canada shall pay the reasonable disbursements that all Members incur to participate in the Settlement Implementation Committee.

ARTICLE 15 – JOINT COMMITTEE**15.01 Joint Committee**

(1) There shall be a Joint Committee of three (3) members recommended by Class Counsel and appointed by the Courts, with such powers, rights, duties and responsibilities as are required to perform its obligations under this Agreement. The Joint Committee shall consist of one (1) Class Counsel representative from Olthuis Kleer Townshend LLP and two (2) Class Counsel representatives from McCarthy Tétrault LLP.

(2) Subject to Section 15.01(1), on the recommendation of the Joint Committee, or of their own motion, the Courts may substitute any member of the Joint Committee in the best interests of the Class.

(3) The Joint Committee shall make reasonable efforts to reach consensus. If consensus is not possible, the Joint Committee shall decide by majority.

(4) The Joint Committee shall represent the Class Members and act in the best interests of the Class Members as a whole in performing the functions set out in this Agreement.

(5) The Joint Committee shall consult with the FNAC and Class Members, or a subset of them, as required by this Agreement or as the Joint Committee considers appropriate.

(6) The Joint Committee may bring or respond to whatever motions or institute whatever proceedings it considers necessary to advance the interests of Class Members.

(7) The Joint Committee may divide its work among its members and their law firms, or retain other counsel, in which case the fees and disbursements of such other counsel, together with applicable taxes, shall be a disbursement of the Joint Committee.

(8) The Joint Committee's fees and reasonable disbursements shall be paid in accordance with Section 18.02, unless there are insufficient Funds Held in Trust for Ongoing Fees, in which case the Administrator shall pay the Joint Committee's fees and reasonable disbursements from the Trust Fund on approval by the Courts.

(9) If any member of the Joint Committee believes that the majority of the Joint Committee has taken a decision that is not in the best interest of the Class, that member may refer the decision to confidential and binding arbitration to determine, on a balance of probabilities, whether the majority's decision is not in the best interest of the Class, with a determination to be rendered expeditiously and summarily, and without a right of appeal. If the members of the Joint Committee cannot agree on an arbitrator, they may ask the Courts to appoint one. The costs of the arbitration shall be a disbursement of the Joint Committee.

(10) The Joint Committee shall meet quarterly, or more frequently as required.

ARTICLE 16 – TRUSTEE AND TRUST**16.01 Trust**

No later than thirty (30) days following the appointment by the Courts of the Trustee, Canada will settle a single trust (the "**Safe Drinking Water Trust**") with ten dollars (\$10), to be held by the Trustee in accordance with the terms of this Agreement.

16.02 Trustee

On the recommendation of the Joint Committee, the Courts will appoint the Trustee to act as the trustee of the Safe Drinking Water Trust, with such powers, rights, duties and responsibilities as the Courts direct. Without limiting the generality of the foregoing, the duties and responsibilities of the Trustee will include:

- (a) to hold each of the Trust Fund, the Specified Injuries Compensation Fund and the First Nations Economic and Cultural Restoration Fund (each, a "**Fund**") in the Safe Drinking Water Trust;
- (b) if the Trustee determines that it is in the best interests of Class Members, to invest the funds of each Fund (or any of them) with a view to achieving a maximum rate of return without material risk of loss, having regard to the ability of the Safe Drinking Water Trust and each Fund to meet its financial obligations;
- (c) to provide such amounts from the Safe Drinking Water Trust to the Administrator and any other person described in Section 3.04 and Section 15.01(8), as required from time to time in order to give effect to any provision of this Agreement, including the payment of Individual Damages, Specified Injuries Compensation, and First Nation Damages;
- (d) to engage the services of professionals to assist in fulfilling the Trustee's duties;
- (e) to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
- (f) to keep such books, records and accounts as are necessary or appropriate to document the assets held in the Safe Drinking Water Trust and each Fund, and each transaction of the Safe Drinking Water Trust and each Fund;
- (g) to take all reasonable steps and actions required under the Income Tax Act as set out in the Agreement;
- (h) to report to the Administrator and Canada and the Joint Committee on a quarterly basis the assets held in the Safe Drinking Water Trust and each Fund at the end of each such quarter, or on an interim basis if so requested; and
- (i) to do such other acts and things as are incidental to the foregoing, and to exercise all powers that are necessary or useful to carry on the activities of the Safe Drinking Water Trust or to carry out the provisions of this Agreement.

16.03 Trustee Fees

Canada shall pay the fees, disbursements and other costs of the Trustee in accordance with Section 3.04(b).

16.04 Nature of the Safe Drinking Water Trust

The Safe Drinking Water Trust will be established for the following purposes:

- (a) to acquire the applicable funds payable by Canada;
- (b) to hold the Trust Fund, the Specified Injuries Compensation Fund and the First Nations Economic and Cultural Restoration Fund, as separate funds in the Safe Drinking Water Trust;
- (c) to make any necessary disbursements;
- (d) to invest cash in investments in the best interests of Class Members, as provided in this Agreement; and
- (e) to do such other acts and things as are incidental to the foregoing, and to exercise all powers that are necessary or useful to carry out the provisions of this Agreement.

16.05 Legal Entitlements

The legal ownership of the assets of the Safe Drinking Water Trust, including each Fund, and the right to conduct the activities of the Safe Drinking Water Trust, including the activities with respect to each Fund, will be, subject to the specific limitations and other terms contained herein, vested exclusively in the Trustee, and the Class Members and other beneficiaries of the Safe Drinking Water Trust have no right to compel or call for any partition, division or distribution of any of the assets of the Safe Drinking Water Trust except in an action to enforce the provisions of this Agreement. No Class Member or any other beneficiary of the Safe Drinking Water Trust will have or is deemed to have any right of ownership in any of the assets of the Safe Drinking Water Trust.

16.06 Records

The Trustee shall keep such books, records and accounts as are necessary or appropriate to document the assets of the Safe Drinking Water Trust and each transaction of the Safe Drinking Water Trust. Without limiting the generality of the foregoing, the Trustee shall keep, at its principal office, records of all transactions of the Safe Drinking Water Trust and a list of the assets held in trust, including each Fund, and a record of each Fund's account balance from time to time.

16.07 Quarterly Reporting

The Trustee shall deliver to the Administrator, Canada and the Joint Committee, within thirty (30) days after the end of each calendar quarter, a quarterly report setting forth the assets held as at the end of such quarter in the Safe Drinking Water Trust and each Fund (including

the term, interest rate or yield and maturity date thereof) and a record of the Safe Drinking Water Trust's account balance during such quarter.

16.08 Annual Reporting

The Auditors shall deliver to the Administrator, the Trustee, Canada, the Joint Committee, and the Courts, within sixty (60) days after the end of each anniversary of the date that the Safe Drinking Water Trust was funded, which date shall be the fiscal year-end for the Safe Drinking Water Trust:

- (a) the audited financial statements of the Safe Drinking Water Trust, segmented by each Fund, for the most recently completed fiscal year, together with the report of the Auditors thereon; and
- (b) a report setting forth a summary of the assets held in trust as at the end of the fiscal year for each Fund and the disbursements made by the Safe Drinking Water Trust during the preceding fiscal year.

16.09 Method of Payment

The Trustee shall have sole discretion to determine whether any amount paid or payable out of the Safe Drinking Water Trust is paid or payable out of the income of the Safe Drinking Water Trust or the capital of the Safe Drinking Water Trust.

16.10 Additions to Capital

Any income of the Safe Drinking Water Trust not paid out in a fiscal year will at the end of such fiscal year be added to the capital of the Safe Drinking Water Trust.

16.11 Tax Elections

For each taxation year of the Safe Drinking Water Trust, the Trustee shall file any available elections and designations under the Income Tax Act and equivalent provisions of the income tax act of any province or territory and take any other reasonable steps such that the Safe Drinking Water Trust and no other person is liable to taxation on the income of the Safe Drinking Water Trust, including the filing of an election under subsection 104(13.1) of the Income Tax Act and equivalent provisions of the income tax act of any province or territory for each taxation year of the Safe Drinking Water Trust and the amount to be specified under such election will be the maximum allowable under the Income Tax Act or the income tax act of any province or territory, as the case may be.

16.12 Canadian Income Tax

(1) Canada shall make best efforts to exempt any income earned by the Safe Drinking Water Trust from federal taxation, and Canada shall have regard to the measures that it took in similar circumstances for the class action settlements addressed in section 81(g.3) of the Income Tax Act.

(2) The Parties agree that the payments to Class Members are in the nature of personal injury damages and are not taxable income and Canada shall make best efforts to

obtain an advance ruling to this effect, or failing that a technical interpretation to the same effect, in either case from the Income Tax Rulings Directorate of the Canada Revenue Agency.

16.13 Investment Advisors

On request of the Trustee, the Joint Committee may ask the Courts to appoint investment advisors to provide the Trustee with advice on the investment of the funds held in each Fund of the Safe Drinking Water Trust. The Trustee shall pay the reasonable fees of any investment advisors out of the applicable Fund of the Safe Drinking Water Trust.

ARTICLE 17 – AUDITORS

17.01 Appointment of Auditors

On the recommendation of the Joint Committee, the Courts shall appoint Auditors with such powers, rights, duties and responsibilities as the Courts direct. On the recommendation of the Parties, or of their own motion, the Courts may replace the Auditors at any time. Without limiting the generality of the foregoing, the duties and responsibilities of the Auditors will include:

- (a) to audit the accounts for the Safe Drinking Water Trust in accordance with generally accepted auditing standards on an annual basis;
- (b) to provide the reporting set out in Section 16.08; and
- (c) to file the financial statements of the Safe Drinking Water Trust together with the Auditors' report thereon with the Courts and deliver a copy thereof to Canada, the Joint Committee, the Administrator, and the Trustee within sixty (60) days after the end of each financial year of the Safe Drinking Water Trust.

17.02 Payment of Auditors

Canada shall pay the reasonable fees, disbursements and other costs of the Auditors in accordance with Section 3.04(b).

ARTICLE 18 – LEGAL FEES

18.01 Class Counsel Fees

Subject to approval by the Courts, and within sixty (60) days of the Implementation Date, Canada shall pay Class Counsel the amount of fifty-three million dollars (\$53,000,000), plus applicable taxes, in respect of their legal fees and disbursements for the prosecution of the Actions to the date of the Settlement Approval Hearing, together with advice to Class Members regarding the Agreement and Acceptance.

18.02 Ongoing Fees

(1) Subject to approval by the Courts, within sixty (60) days after the Implementation Date, Canada shall pay to Class Counsel the additional sum of five million dollars (\$5 million), plus applicable taxes, in trust ("**Funds Held in Trust for Ongoing Fees**") for fees and disbursements for services to be rendered by Class Counsel and the Joint Committee in accordance with this Agreement, including the implementation and administration of this

Agreement, for a period of four (4) years after the Settlement Approval Hearing (“Ongoing Fees”).

(2) Class Counsel shall maintain appropriate records and seek Court approval for payment of the Ongoing Fees from the Funds Held in Trust for Ongoing Fees.

(3) Class Counsel shall report the balance of the Funds Held in Trust for Ongoing Fees to the Courts and Canada on a semi-annual basis.

(4) Class Counsel shall apply to the Courts for orders directing the payment of any Funds Held in Trust for Ongoing Fees that remain in trust four (4) years after the Settlement Approval Hearing.

18.03 Ongoing Legal Services

(1) Class Counsel shall divide the work of providing ongoing legal services to Class Members among themselves, or otherwise as directed by the Joint Committee.

(2) To the extent that Class Counsel’s fees, disbursements, and applicable taxes are paid pursuant to Section 18.01 or Section 18.02, they shall not charge Class Members any additional amounts for legal services rendered in accordance with this Agreement.

(3) Following the Implementation Date, responsibility for representing the interests of the Class as a whole (as distinct from assisting a particular Class Member or Class Members, as reasonably requested) will pass from Class Counsel to the Joint Committee, and Class Counsel shall have no further obligations in that regard.

(4) For greater certainty, the Joint Committee and its members, and counsel appointed by the Joint Committee, shall be paid their fees, applicable taxes, and disbursements in accordance with Section 15.01(8).

(5) Neither Class Counsel nor the Joint Committee will be responsible for representing First Nation Class Members in the Commitment Dispute Resolution Process unless they are separately retained for that purpose, in which case they may represent First Nation Class Members in the Commitment Dispute Resolution Process, but their fees will not be paid pursuant to Section 18.01 or Section 18.02.

18.04 Choice of Counsel

Nothing in this Agreement prevents a Class Member from retaining separate counsel, other than Class Counsel, at their own cost. However, no such separate counsel shall be entitled to any payment under this Article 18. Furthermore, no such separate counsel shall be entitled to receive any payment of any kind from any Class Member in connection with this Agreement, whether direct or indirect, unless the payment is approved by the Courts.

ARTICLE 19 – GENERAL DISPUTE RESOLUTION

19.01 Initial Referral to Third-Party Assessor

(1) Subject to Section 19.03, where a dispute arises regarding any right or obligation under this Agreement except a dispute regarding the Claims Process or a dispute to which

- 44 -

Section 9.07 applies (each such dispute other than a dispute regarding the Claims Process or a dispute to which Section 9.07 applies, a "**Dispute**"), the parties to the Dispute shall meet and make reasonable, good-faith efforts to resolve the Dispute within thirty (30) days.

(2) If a Dispute cannot be resolved within thirty (30) days, Canada, the Joint Committee, or any Class Member may refer the Dispute to the Third-Party Assessor.

(3) The Third-Party Assessor shall decide the referred Dispute summarily and issue written reasons.

19.02 Subsequent Referral to the Courts

(1) Canada and the Joint Committee may appeal a decision rendered under Section 19.01(3) to the Courts, and the Courts shall review the decision of the Third-Party Assessor on a standard of reasonableness.

(2) A decision of the Courts may be appealed in accordance with the rules of each Court.

19.03 Claims Process Decisions and Remediation Plans Excluded

For greater certainty, Article 19 shall not apply to disputes regarding the Claims Process, including eligibility for membership in the Class and the compensation due to any Class Member, or in respect of a Remediation Plan, including its content or Canada's compliance, and any such disputes shall be resolved in accordance with this Agreement.

ARTICLE 20 – TERMINATION AND OTHER CONDITIONS

20.01 Termination of Agreement

(1) Except as set forth in Section 20.01(2), this Agreement shall continue in full force and effect until all obligations under this Agreement are fulfilled.

(2) Notwithstanding any other provision in the Agreement:

- (a) the Commitment shall survive the termination of this Agreement and shall continue in force, together with Section 9.06, Section 9.07, and Section 9.08 and the Commitment Dispute Resolution Process; and
- (b) Section 10.02 and Section 10.03 shall survive the termination of this Agreement; and
- (c) Article 21 shall survive the termination of this Agreement.

20.02 Amendments

Except as expressly provided in this Agreement, no amendment may be made to this Agreement unless agreed to by the Parties in writing, and if the Courts have issued the Settlement Approval Orders, then any amendment shall only be effective once approved by the Courts.

20.03 No Assignment

- (1) No amount payable under this Agreement can be assigned and any such assignment is null and void except as expressly provided for in this Agreement.
- (2) Subject to Section 20.03(3) and Section 18.04, any payment to which a Claimant is entitled will be made to such Claimant in accordance with the direction that such Claimant provides to the Administrator unless a court of competent jurisdiction has ordered otherwise.
- (3) Any payments in respect of a Deceased Individual Class Member or a Person Under Disability will be made in accordance with Article 13 .

ARTICLE 21 – CONFIDENTIALITY**21.01 Confidentiality**

Any information provided, created or obtained in the course of implementing this Agreement will be kept confidential and will not be used for any purpose other than this Agreement unless otherwise agreed by the Parties.

21.02 Destruction of Class Member Information and Records

Two (2) years after completing the payment of Individual Damages, Specified Injuries Compensation, and First Nation Damages, the Administrator shall destroy all Class Member information and documentation in its possession, unless a Class Member or their Estate Executor or Estate Claimant specifically requests the return of such information within the two (2)-year period. Upon receipt of such request, the Administrator shall forward the Class Member information as directed. Before destroying any information or documentation in accordance with this Section, the Administrator shall prepare an anonymized statistical analysis of the Class in accordance with Section 39 of the Claims Process.

21.03 Confidentiality of Negotiations

Save as may otherwise be agreed between the Parties, the undertaking of confidentiality as to the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to the Agreement in Principle and this Agreement continues in force.

ARTICLE 22 – COOPERATION**22.01 Cooperation on Settlement Approval and Implementation**

Upon execution of this Agreement, the Representative Plaintiffs in the Actions, Class Counsel and Canada shall make best efforts to obtain approval of this Agreement by the Courts and to support and facilitate participation of Class Members in all aspects of this Agreement. If this Agreement is not approved by the Courts, the Parties shall negotiate in good faith to cure any defects identified by the Courts.

22.02 Public Announcements

Upon the issuance of the Settlement Approval Orders, the Parties shall release a joint public statement announcing the settlement in a form to be agreed by the Parties and, at a

- 46 -

mutually agreed time, will make public announcements in support of this Agreement. The Parties will continue to speak publicly in favour of the Agreement as reasonably requested by any Party.

[The remainder of this page is left intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of this 15th day of September, 2021.

FOR THE PLAINTIFFS TATASKWEYAK CREE
NATION and CHIEF DOREEN SPENCE

By: 
Doreen Spence
Chief

FOR THE PLAINTIFFS CURVE LAKE FIRST NATION
and CHIEF EMILY WHETUNG /

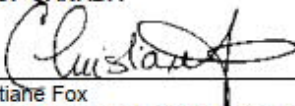
By: 
Emily Whetung
Chief

FOR THE PLAINTIFFS NESKANTAGA FIRST
NATION, CHIEF WAYNE MOONIAS and FORMER
CHIEF CHRISTOPHER MOONIAS

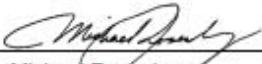
By: 
Wayne Moonias
Chief

By: 
Christopher Moonias
Former Chief

**FOR THE DEFENDANT HER MAJESTY THE QUEEN
IN RIGHT OF CANADA**

By: 
Christiane Fox
Deputy Minister of Indigenous Services

FOR CLASS COUNSEL

By: 

Michael Rosenberg
Partner, McCarthy Tétrault LLP

By: 

Harry LaForme
Senior Counsel, Olthuis Kleeer Townshend LLP

- 2 -

THIS IS SCHEDULE B TO THE AGREEMENT

known as **THE SAFE DRINKING WATER TRUST**

The only property originally transferred to the Trustee from the Settlor as the
Settlement Amount is:

ONE CANADIAN TEN DOLLAR BILL
serial number **FFD7053484**

Dated at Toronto this 17th day of March, 2022.

TRUST AGREEMENT

McCarthy Tétrault LLP
Suite 5300
Toronto Dominion Bank Tower
Toronto-Dominion Centre
Toronto, Ontario
M5K 1E6

MT MTD0CS 42487486

SCHEDULE "D"

SCHEDULE 'D'

WHEREAS the following parties (the "**Parties**") entered into a settlement agreement dated September 15, 2021, an executed copy of which is annexed hereto as Appendix "A" (the "**Settlement Agreement**"):

- (a) **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** ("Canada" and hereinafter also referred to as the "Settlor");
- (b) Tataskweyak Cree Nation and Chief Doreen Spence, on her own behalf and on behalf of all members of Tataskweyak Cree Nation;
- (c) Curve Lake First Nation and Chief Emily Whetung, on her own behalf and on behalf of all members of Curve Lake First Nation; and
- (d) Neskantaga First Nation, and Chief Wayne Moonias, on his own behalf and on behalf of all members of Neskantaga First Nation,

in recognition of the hardships faced by the Class Members (as such term is defined in the Settlement Agreement) as a result of being deprived of safe drinking water;

AND WHEREAS, unless there is an express indication to the contrary, this Schedule shall use the same defined terms as the Settlement Agreement;

AND WHEREAS, in accordance with Section 3.04(a) of the Settlement Agreement, the Settlor is required to pay the costs of giving notice in accordance with the Notice Plan and any additional notice ordered by the Courts;

AND WHEREAS, in accordance with Section 3.04(b) of the Settlement Agreement, the Settlor is required to pay the costs and reasonable disbursements of the Administrator, the Third-Party Assessor, the Trustee, the Auditors, and the Settlement Implementation Committee (except Joint Committee Members), up to a maximum of fifty million dollars in the aggregate (\$50,000,000), and thereafter the Administrator shall pay such costs out of the Safe Drinking Water Trust on approval by the Courts;

AND WHEREAS pursuant to paragraph 2 of the Order of this Court to which this Schedule "A" relates (the "Order"), Canada is required to pay the sum of fifty million dollars (\$50,000,000) to the Trustee to be held in a separate account and dealt with in accordance with the terms of this Schedule "A" for the purpose of paying such expenses as specified in Sections 3.04(a) and 3.04(b) of the Settlement Agreement;

NOW THEREFORE BY ORDER OF THE COURT, the Trustee shall administer the Trust in accordance with, and the Trust shall be governed by, the following provisions:

- 2 -

ARTICLE 1 DEFINITIONS

1.1 In this Trust, in addition to the terms hereinbefore defined, unless the context indicates otherwise, the expressions recited hereunder shall have the following meaning and shall be construed accordingly, and words importing the singular number include the plural and *vice versa*, words importing any gender or no gender include all genders and words importing persons include First Nations. The term “including” means “including without limiting the generality of the foregoing”.

- (a) “**Beneficiaries**” means Canada and the Class Members, as specified herein.
- (b) “**person**” means an association, body corporate, corporation, individual, joint venture, partnership, syndicate, trust, First Nation, or other legal entity, or any administrator, executor, estate trustee, trustee or other legal representatives of such entity.
- (c) “**Schedule**”, “**herein**”, “**hereto**”, “**hereunder**” and similar expressions refer to this Schedule, including all Appendices hereto, as supplemented, amended or varied from time to time, together with all other deeds and writings which supplement, amend or vary the provisions of this Schedule or which are ancillary to the provisions of this Schedule.
- (d) “**Trust**” means the separate account, to be established by the Trustee in accordance with paragraph 2 of the Order, and administered pursuant to the terms as herein provided, and for greater certainty, the Trust may sometimes be referred to by the name set out in Article 2.2 hereof.
- (e) “**Trust Fund**” means the personal property listed in Appendix B hereto and other property under the control of the Trustee of this Trust and all capital accretions to and all income from such property to be held upon this Trust and with and subject to the powers and provisions hereof and any property substituted therefor.

ARTICLE 2 SETTLEMENT OF TRUST

2.1 As contemplated in the Order, the Trustee shall receive the sum of \$50,000,000 from the Settlor for the purpose of settling the Trust (the “**Settlement Amount**”) and shall hold the Settlement Amount and all other amounts at any time forming part of the Trust Fund upon this Trust, and subject to the terms contained herein and in the Settlement Agreement.

2.2 The name of the Trust shall be **THE ADMINISTRATION FUND**.

- 3 -

**ARTICLE 3
PAYMENT OF INCOME AND CAPITAL**

3.1 The Trustee shall retain the Trust Fund until the date when it has been wholly paid or transferred to, or for the benefit of, the Beneficiaries of this Trust as herein provided, or until otherwise ordered by the Courts, and in the meantime, the Trustee shall set aside and keep invested the Trust Fund, and shall do as follows:

- (a) The Trustee shall make distributions in accordance with the written instructions of the Joint Committee, in such combination out of the income and capital of the Trust Fund as the Trustee in its absolute discretion determines, to pay the expenses set out in Sections 3.04(a) and (b) of the Settlement Agreement, on behalf of Canada, in satisfaction (or partial satisfaction) of Canada's obligations under Sections 3.04(a) and (b) of the Settlement Agreement.
- (b) Subject as hereinafter provided, on the written instructions of the Joint Committee, the Trustee shall make payments out of the income and capital of the Trust Fund, in such combination as it determines in its absolute discretion, to pay the costs of administering the Trust Fund, which such costs, for greater certainty shall not include those of Class Counsel or the Joint Committee, whose costs shall instead be paid from the Funds Held in Trust for Ongoing Fees in accordance with section 18.02 of the Settlement Agreement. For further certainty, such costs payable hereunder shall include the Trustee's fees as set out in the Fee Schedule annexed as Appendix "C" hereto, except that the Annual Management Fee component of the Trustee's compensation, as specified in paragraph a) of the said Appendix "C", shall not require the written instructions of the Joint Committee but may instead be paid by the Trustee as provided for therein.
- (c) Any income not so distributed in any year shall be added at the end of such year to the capital of the Trust Fund, and dealt with as part thereof.
- (d) If any funds remain in the Trust Fund following the satisfaction of all obligations arising under sections 3.04(a) and (b) of the Settlement Agreement and payment of the agreed to costs of administering the Trust Fund, any such remaining funds shall be paid for the benefit of the Class Members in such manner as directed by the Joint Committee in writing, with approval of the Courts.

**ARTICLE 4
POWERS**

4.1 In addition to all other powers conferred upon it by the other provisions hereof or by any statute or general rule of law, the Trustee, without the interposition of

- 4 -

any person entitled hereunder and without application to or approval by the Courts, shall have and is hereby given the power and authority in its absolute and uncontrolled discretion at any time and from time to time to administer the Trust in accordance with its powers, discretion and authority herein and in the best interests of the Beneficiaries. Without in any way limiting the generality of the foregoing the Trustee has the power and authority:

- (a) to retain as an authorized investment of the Trust, for all purposes of such Trust, for such length of time as the Trustee shall in its absolute and uncontrolled discretion consider necessary or advisable:

- (i) any property that is an original asset of the Trust and/or received by it with its written consent, or

- (ii) any investment made by it hereunder,

whether or not such investment or retention, as the case may be, could be considered but for the foregoing as not being an impartial exercise by the Trustee of its duties hereunder.

- (b) When making investments hereunder, to make such investments (whether located inside or outside Canada and whether or not income producing and including, without limiting the generality of the foregoing, investments in mutual funds, pooled investment funds, segregated funds, index replicating vehicles, or hedge funds, or other unit trusts whether or not the Trustee is the financial institution or company with which such investment is sourced or administered or is employed by, associated or affiliated with, or a partner of such financial institution or company and as such may benefit therefrom), as the Trustee considers advisable and from time to time to alter or vary such investments. The Trustee shall not be required to account for or to give up any such benefit as may be derived from such investments that the Trustee considers advisable and in the best interest of the Beneficiaries. When making or retaining such investments the Trustee shall have regard to the following criteria in planning the investment of trust property, namely:

- (i) general economic conditions;

- (ii) the possible effect of inflation or deflation;

- (iii) the expected tax consequences of investment decisions or strategies;

- (iv) the role that each investment or course of action plays within the overall trust portfolio;

- (v) the expected total return from income and the appreciation of capital;

- 5 -

(vi) needs for liquidity, regularity of income and preservation or appreciation of capital; and

(vii) the need to avoid a material risk of loss of the capital of the Trust,

and the requirements for diversifying the investment of trust property to an extent that is appropriate to the requirements hereunder and general economic and investment market conditions. The Trustee shall not be liable for any loss that may happen to the Trust in connection with such investments made or retained by it in good faith.

- (c) To exercise all voting powers attaching to and all rights incidental to the ownership of stocks, shares, bonds and other securities, and any other investments and property held as part of the Trust, including voting all stocks, shares and other securities and issuing proxies to others; to sell or exercise any subscription rights and in connection with the exercise of subscription rights, to use any part of the Trust for such purpose; to enter into any agreements concerning the ownership of any investment (stocks or shares) or any corporation which at any time forms part of the Trust; to consent to and join in any plan, reorganization, readjustment or amalgamation or consolidation concerning any corporation whose stock, shares, bonds, debentures, notes or other securities at any time form part of the investments of the Trust; and to authorize the sale of the undertaking or assets or any portion of the assets or undertaking of any such corporation.
- (d) To appoint an agent or agents to act as its agent or agents in respect of the administration of the Trust or to keep accounts and records and the Trustee is further authorized to nominate, constitute and appoint such agent or agents to act for and on behalf of itself in the same manner as if it was personally present and acting as Trustee and the Trustee is empowered to authorize such agent or agents to do any and all things and to execute any and all documents on the Trustee's behalf that may be deemed necessary for the purposes of acquisition, sale and conveyance of all manner or types of real or personal property. The Trustee may from time to time in its discretion terminate any such appointment and appoint another agent or agents or attorney-in-fact to so act. The Trustee is further authorized to fix the amount of remuneration to be paid to any agent or agents or attorney-in-fact and such remuneration shall be a charge upon the Trust and payable out of the capital or income thereof in such proportion as the Trustee from time to time decides upon and shall not be deductible from compensation to which the Trustee may be entitled. In making any such arrangements as aforesaid, the Trustee shall be authorized to place the investments comprising the Trust or any of them in the custody of such agent or agents or attorney-in-fact or its, his, her or their nominee, and to delegate to such agent or agents or attorney-in-fact any or all of the discretionary powers hereinbefore given to the Trustee with respect to

- 6 -

investment management of the Trust or with respect to the acquisition, sale or conveyance of real or personal property. For greater certainty, subject to 16.13 of the Settlement Agreement, the Trustee shall be permitted to delegate to an investment counsel or investment advisor the power to choose, acquire and dispose of investments from time to time and the power to sub-delegate the power to choose, acquire and dispose of investments and the Trustee shall not be liable for any loss incurred as a consequence of the exercise of, or failure to exercise, any such delegated powers by any such investment counsel or investment advisor, or by its delegate.

- (e) To act on the written opinion obtained from any lawyer, chartered professional accountant, or other professional and the Trustee shall not be responsible for any loss, depreciation or damage occasioned by acting or not acting in accordance therewith provided that the Trustee acts in good faith.
- (f) To determine all questions and matters of doubt which may arise in the course of the management, administration, realization, liquidation, partition, or winding up of the Trust.
- (g) To institute and defend proceedings at law and to proceed to the final determination thereof or compromise or, subject to the terms of the Settlement Agreement, to settle the same as the Trustee considers advisable.
- (h) To carry out any transactions and enter into any contracts or agreements with any person concerning any asset forming part of the Trust where the Trustee considers such agreement to be in the best interests of the Trust, and in connection therewith the Trustee may make, execute, acknowledge and deliver any and all instruments that may be necessary, proper or desirable.
- (i) To open one or more bank and investment accounts, and deposit in and withdraw therefrom any cash funds forming all or part of the Trust in any bank or trust company or other financial institution inside Canada.
- (j) To, without affecting its liability as Trustee, register any assets forming part of the Trust in its own name or in the names of its nominees or to hold such assets unregistered or in any manner in which title may pass by delivery.
- (k) From time to time and at any time or times, to make or not to make any election or elections, determinations, distributions, designations and/or allocations for the purpose of the *Income Tax Act* (Canada), and any similar legislation to either of any province, state or other jurisdiction in force from time to time as it in its absolute discretion deems to be in the best interests of the Trust and/or the Beneficiaries.

- 7 -

**ARTICLE 5
RIGHTS AND DUTIES OF THE TRUSTEE**

5.1 The duties and responsibilities of the Trustee are as set out herein (including all Appendices hereto) and in the Order and schedules annexed thereto.

5.2 The Trustee is exonerated from any responsibility or liability to the Settlor or to any Beneficiary of the Trust for loss or damage to the Trust or to any part thereof through a good faith exercise by it of any power conferred on it pursuant to the terms hereof or by any statute or law.

5.3 The Trustee shall keep or cause to be kept accurate accounts of its trusteeship and shall be required to provide quarterly and annual reporting of the Trust in the same manner as set out in Sections 16.07 and 16.08 of the Settlement Agreement.

5.4 The customary costs in connection with the administration of the Trust, including the fees set out in Schedule C to the Order, and with the investment and reinvestment of any part of the Trust Fund and with the collection of income and other sums derivable therefrom, shall be paid out of the Trust Fund on the instructions of the Joint Committee, save and except as specified in paragraph 3.1(b) hereof.

5.5 The Trustee shall be indemnified out of the Trust for any claims, liabilities or damages incurred or suffered by it in the good faith exercise of its duties hereunder.

5.6 The Trustee may, at any time, in its discretion, apply to the Courts for advice and direction in connection with any issue or matter arising in relation to this Schedule or to the administration of the Trust, on notice to the Settlor and the Joint Committee.

5.7 In addition to the duties imposed hereunder, the Trustee acknowledges and accepts the duties imposed on the Trustee pursuant to the Order.

**ARTICLE 6
ADDITIONS TO THE TRUST**

6.1 The Settlor shall, in accordance with the terms of the Order, transfer or assign property to the Trustee to become part of the Trust, and such property so transferred or assigned shall be held upon and be subject to the trusts herein set forth. No further property shall be transferred or assigned except in accordance with orders of the Courts.

- 8 -

**ARTICLE 7
REPLACEMENT OF TRUSTEE**

7.1 No appointment or replacement of the Trustee will be valid or binding unless set forth in writing and duly executed by the Parties and approved by the Courts.

**ARTICLE 8
AMENDMENTS TO THE TRUST**

8.1 No amendment hereto will be valid or binding unless set forth in writing and duly executed by the Parties and approved by the Courts.

**ARTICLE 9
IRREVOCABILITY**

9.1 The terms hereof are intended and are hereby declared to be irrevocable by the Settlor.

**ARTICLE 10
GOVERNING LAW**

10.1 This Trust has been created under the laws of the Province of Manitoba, Canada, and its validity shall be determined by the laws of that Province; subject thereto, the construction, interpretation and administration of this Trust shall be that of the said Province.

10.2 The Trust shall be managed and administered within Canada and any meeting of the Trustee must occur within Canada unless the Trustee has determined otherwise after obtaining the advice of qualified legal counsel.

THIS IS APPENDIX "A" TO SCHEDULE "D" TO THE ORDER

[See Schedule A to the Trust Agreement referenced at Schedule C of this Order]

THIS IS APPENDIX "B" TO SCHEDULE "D" TO THE ORDER

The only property originally transferred to the Trustee from the Settlor
as the Settlement Amount is:

FIFTY MILLION DOLLARS

THIS IS APPENDIX “C” TO SCHEDULE “D” TO THE ORDER

TRUST FEE SCHEDULE

Safe Drinking Water Administration Account – Professional Fees and Expenses

The Bank of Nova Scotia Trust Company, in its capacity as Escrow Agent shall receive out of the assets of the account the following remuneration for its services:

- a) **Annual Management Fee:** 5BPS charged monthly and based on the market value of assets held within the Escrow Account.

Assets held in the Escrow account will accumulate interest based on ‘The Bank of Canada rate’ less 5BPS. These rates will fluctuate from time to time.

The above fee is subject to a minimum annual fee of \$25,000.00

- b) **Tax Services:** shall be payable at our standard hourly rates in effect from time to time or in the alternate we may engage an outside accountant or tax professional.

All reasonable expenses are to be reimbursed from the Escrow Account. Should The Bank of Nova Scotia Trust Company render services beyond those usually provided, it shall be entitled to claim additional compensation from the Escrow Account as a court or the parties may determine to be fair and reasonable.

Compensation paid to The Bank of Nova Scotia Trust Company shall be exclusive of all legal costs and disbursements, agent's charges and other expenses properly incurred.

All fees are subject to H.S.T. and other applicable Provincial or Federal taxes

SCHEDULE "E"

First Nations Advisory Committee on Safe Drinking Water and Water Governance Fund: Terms of Reference

Recitals

WHEREAS:

1. The Settlement Agreement dated September 15, 2021 in the class actions styled as *Curve Lake First Nation and Chief Emily Whetung on her own behalf and on behalf of all members of Curve Lake First Nation and Neskantaga First Nation and Chief Christopher Moonias on his own behalf and on behalf of all members of Neskantaga First Nation v Attorney General of Canada*, Court File No. T-1673-19 in the Federal Court, and *Tataskweyak Cree Nation and Chief Doreen Spence on her own behalf and on behalf of all members of Tataskweyak Cree Nation v Attorney General of Canada*, Court File No. CI-19-01-24661 in the Manitoba Court of Queen's Bench (as amended from time to time, the "**Settlement Agreement**") provided for the creation of the First Nations Advisory Committee on Safe Drinking Water ("**FNAC**"), to be funded by Her Majesty the Queen in Right of Canada ("**Canada**") between the time that the Courts approve the Settlement Agreement and the fiscal year ending March 31, 2026 (the "**Term**") in an amount up to \$20,000,000;
2. Pursuant to the Settlement Agreement, Canada agreed to provide a further \$9,000,000 in funding for First Nations to pursue governance initiatives and by-law development through the end of the Term (the "**Water Governance Fund**");
3. The Settlement Agreement called for the terms of reference for the FNAC and the Water Governance Fund to be developed jointly by the Parties;
4. The Settlement Agreement was approved by the Courts on December 22, 2021;
5. The Parties wish to extend participation in the FNAC and the Water Governance Fund to the members of all First Nations that experienced a Long-Term Drinking Water Advisory after November 20, 1995 (all such persons who are not Class Members are "**Affected Persons**"); and
6. All capitalized terms used but not defined in these Terms of Reference have the meanings given to such terms in the Settlement Agreement.

NOW THEREFORE, the Parties agree to the following:

Mandate

7. The mandate of the FNAC (the "**Mandate**") is as follows:
- a. work with Class Members and Affected Persons to provide oversight, guidance, and recommendations to Canada to support the development and implementation of forward-looking policy initiatives and transformational services, including:
 - i. the development of Canada's Long Term Strategy for Water and Wastewater on Class Members' and Affected Persons' Reserves; and
 - ii. the development of legislation (the "**Replacement Legislation**") to replace the *Safe Drinking Water for First Nations Act*, S.C. 2013, c. 21, including by reviewing proposals related to the Replacement Legislation and providing feedback thereon;
 - b. contribute strategic advice and perspectives to Canada and First Nations in order to advance the long-term sustainability of safe drinking water in First Nations communities and its safe use for all purposes in those communities and to support the fulfillment of the Commitment;
 - c. support the identification and prioritization of funding for water and wastewater and related projects and infrastructure in First Nations communities;
 - d. provide guidance to Canada and First Nations on the fulfillment of the Commitment and support for Class Members and Affected Persons in obtaining safe drinking water on their Reserves;
 - e. make recommendations for the distribution of the Water Governance Fund; and
 - f. collect and provide Class Members' comments to the Settlement Implementation Committee ("**SIC**") with respect to:
 - i. the implementation of the Settlement Agreement, including identifying any problems with the implementation of the Settlement Agreement and providing feedback on the performance of the Administrator; and
 - ii. Canada's progress in meeting the Commitment.

Membership

8. The FNAC will consist of between 10 and 15 members ("**Members**"), comprising:
 - a. 1 representative of each of Curve Lake First Nation, Neskantaga First Nation and Tataskweyak Cree Nation, in each case nominated by the band council of such First Nation and appointed in accordance with Sections 9, 10 and 11 (the "**Representative Plaintiff Members**"); and
 - b. between 7 and 12 representatives of Class Members and Affected Persons, in each case nominated by the Representative Plaintiff Members and appointed in accordance with Sections 9, 10 and 11.
9. The Representative Plaintiff Members will consider applications for membership on the FNAC from Class Members and Affected Persons. In nominating Members of the FNAC, the Representative Plaintiff Members will have regard to the diversity of Class Members' and Affected Persons' communities, languages, genders, geographies, skills, expertise, and experiences with water insecurity, including but not limited to:
 - a. Remote and non-Remote Reserves;
 - b. regional representation;
 - c. large and small Reserve populations;
 - d. self-governing First Nations;
 - e. public health and/or technical expertise; and
 - f. First Nations with varying levels of access to safe drinking water on their Reserves.
10. If the Representative Plaintiff Members cannot reach consensus on a nominee or nominees to ensure that the FNAC has a minimum of 10 Members, the Courts will appoint Members in accordance with the criteria set out in Section 9 to ensure that the FNAC has a minimum of 10 Members.
11. All Members nominated to the FNAC must be appointed on consent of the Joint Committee and Canada. If the Joint Committee approves a nominee but Canada does not, the Joint Committee may seek the Courts' approval of the nominee's appointment as a Member.

Term

12. The FNAC will operate through the end of the Term.
13. The Term may be extended by mutual agreement of Canada and at least 75% of the Members in attendance at a duly constituted meeting of the FNAC ("**Supermajority Approval**").
14. Members will serve for the full Term unless they resign, or are terminated or removed, as provided in Sections 15, 16 and 17. If the Term is extended pursuant to Section 2, Members will have the option to continue to serve on the FNAC or to resign, in which case new Members will be appointed in accordance with Sections 9, 10 and 11.

Resignation and Replacement of Members

15. If a Member wishes to resign from the FNAC prior to the expiry of the Term, they may do so by notifying the Co-Chairs in writing, noting the effective date of their resignation. Where possible, Members will provide two weeks' notice of resignation.
16. Members may be terminated by Supermajority Approval of the FNAC. Grounds for termination include, but are not limited to:
 - a. failure to act in accordance with these Terms of Reference;
 - b. to avoid real, potential or apparent conflicts of interest; and
 - c. repeated failure to attend FNAC meetings without satisfactory reason.
17. Members may be removed by order of the Courts on recommendation of the Joint Committee and Canada.
18. On resignation, termination, or removal of a Member:
 - a. A new Member may be nominated and appointed in accordance with Sections 9, 10 and 11; or
 - b. provided that FNAC does not consist of fewer than 10 Members, the FNAC may decide to leave the resigning Member's position unfilled.

Co-Chairs

19. The FNAC will appoint 2 Members as co-chairs (the "**Co-Chairs**") to serve in such capacity for a term of 2 years.
20. Any Member may put themselves forward for consideration as a Co-Chair.

21. If consensus cannot be achieved in the appointment of the Co-Chairs, the Co-Chairs will be selected by Supermajority Approval.
22. If one or both Co-Chairs cannot be appointed by consensus or Supermajority Approval, the Courts shall direct an appointment from among the Members to fill any vacant Co-Chair position.
23. At the end of their term, the Co-Chairs may stand for re-appointment.

SIC

24. The FNAC will appoint 2 Members as representatives to the SIC (the "**SIC Representatives**"), and they will serve in such capacity for a term of two years.
25. Any Member may put themselves forward for consideration as a SIC Representative.
26. If consensus cannot be achieved in the appointment of the SIC Representatives, the SIC Representatives will be selected by Supermajority Approval.
27. If one or both SIC Representatives cannot be appointed by consensus or Supermajority Approval, the Courts shall direct an appointment from among the Members to fill any vacant SIC Representative position.
28. At the end of their term, the SIC Representatives may stand for re-appointment.

Secretariat

29. A secretariat (the "**Secretariat**") will be established to support the administration of the FNAC, and it will consist of one Executive Director and one Technical Advisor.
30. The Executive Director will be selected by the Co-Chairs.
31. The Executive Director will receive compensation that is competitive with comparable public service administrative positions.
32. The Technical Advisor will be selected by the Co-Chairs. The Technical Advisor will be a representative of a technical services organization with expertise in water and wastewater systems on Reserves.
33. The Technical Advisor will receive compensation at their usual hourly rate for similar work.

Roles and Responsibilities

34. Members of FNAC have a responsibility to offer their independent advice. Other responsibilities include:
- a. being available and prepared to participate in meetings, including in-person meetings, conference calls and videoconferences;
 - b. participating in discussions before the FNAC prepares its advice to Canada; and
 - c. notifying the Secretariat and Co-Chairs of any actual or potential conflicts of interest or any changes in their status relevant to the Mandate;
35. The Co-Chairs of the FNAC are Members selected and appointed by the FNAC to serve in such capacity. In addition to having all of the responsibilities of a Member, the Co-Chairs are responsible for:
- a. overseeing and chairing meetings;
 - b. facilitating discussions among Members;
 - c. providing input to the Executive Director on the FNAC meeting agenda;
 - d. coordinating the development of FNAC reports and other deliverables as well as ensuring delivery of FNAC input to Canada; and
 - e. supporting, in any other way, the fulfillment of the Mandate.
36. The Secretariat is housed in FNAC, reports to the FNAC, and acts as the administrative liaison between the FNAC and Canada. It also acts as a resource for Members. The Secretariat provides advice on the management of the FNAC and works closely with the Co-Chairs. In addition, the Secretariat:
- a. coordinates the Member appointment process;
 - b. at the request of the FNAC, engages contractors, including, without limitation, researchers and technical or engineering experts, to assist in the fulfillment of the FNAC's mandate;
 - c. prepares meeting agendas, records of proceedings (including meeting minutes) and reports;
 - d. assists the Co-Chairs with reports on specific topics;
 - e. supports the FNAC in organizing committees and coordinating invited guests;

- f. provides administrative support to FNAC and Members;
- g. receives proposals for funding from the Water Governance Fund;
- h. supports public access to information about the FNAC, as appropriate;
- i. prepares information and conducts background research for the FNAC;
- j. organizes meetings and related logistics;
- k. keeps accounts of the funds expended by the FNAC and from the Water Governance Fund and provides these accounts to the Joint Committee and Canada on a yearly basis;
- l. keeps a record of advice from the FNAC to Canada and supports Canada in reporting back to the FNAC on how advice was incorporated or not incorporated into Canada's strategy, policies, and programs; and
- m. carries out any additional duties, as appropriate, in support of the FNAC.

Meetings

- 37. Meetings will be held at least once per quarter for the duration of the Term and the Co-Chairs may convene additional meetings on an ad hoc basis as needed to address urgent matters.
- 38. Where practicable, meetings will be held in person, provided that Members shall have the option of attending meetings by any telephonic or electronic means that permits all Members to hear each other and to participate in the meeting.
- 39. Quorum for each meeting will be at least 50% of Members.
- 40. In the event that one Co-Chair is unable to attend, the other Co-Chair will chair the meeting. If both Co-Chairs are expected to be absent for a meeting, they will nominate one to two Members to chair the meeting in their place.
- 41. The FNAC may invite non-Member guests to attend and/or speak at meetings of FNAC, including the Minister and Deputy Minister of Indigenous Services. Any guests invited to attend a meeting of FNAC shall do so in an observer capacity and shall not be entitled to vote on any matter.
- 42. The FNAC may request that appropriate representatives of Canada attend meetings to brief the FNAC on topics relevant to its mandate.

43. The Secretariat will notify Members of meeting dates and locations no less than 14 days prior to the date of each meeting, provided that shorter notice may be provided with respect to ad hoc meetings with the approval of FNAC.
44. The Secretariat shall prepare the agenda for each meeting and circulate it to Members in advance of each meeting along with minutes from the previous meeting for approval, along with, where feasible, copies of presentations to be given at the meeting and materials to be discussed at the meeting.
45. The Secretariat will use reasonable efforts to provide translations of any materials or presentations to accommodate speakers of Indigenous languages or either English or French.

Committees

46. The FNAC may form committees to address specific issues and purposes and may invite guests to attend and participate in such committees and their meetings.

Remuneration and Expenses

47. An amount will be provided to all members to recognize their preparation for and participation in meetings. The details for FNAC remuneration, travel expenses and other costs will be provided for in a funding arrangement with Canada.

Water Governance Fund

48. The Water Governance Fund will assist First Nation Class Members, and the First Nations of Affected Persons, that wish to develop their own water-related governance initiatives, including by funding:
 - a. research;
 - b. technical advice;
 - c. drafting by-laws, to be reviewed by Canada at the request of the First Nation; and
 - d. the implementation of pilot projects on Reserves.
49. First Nation Class Members and the First Nations of Affected Persons may apply to the FNAC for funding from the Water Governance Fund.
50. The FNAC will recommend the allocation of the Water Governance Fund in accordance with the principles set out in Section 7(e) and 48 and criteria set by the Joint Committee and Canada.

51. Canada will administer the Water Governance Fund and make distributions informed by recommendations of the FNAC.

52. If the Joint Committee disagrees with a decision by Canada on distribution, the Joint Committee may use the Dispute Resolution provisions under the Settlement Agreement to resolve the dispute.

Deliberations, Decision-Making and Reports

53. In making decisions, the FNAC will strive to find common ground and consensus where possible.

54. In reaching a decision, the FNAC will adhere to the following principles:

- a. all Members have an equal voice and an opportunity to be heard;
- b. “consensus” means accepting or consenting to a proposal that has achieved popular support from Members, even if the proposal is not a Member’s personal preference among the available options. Consensus does not require concurrence on every point, but rather broad agreement on the general approach and a willingness to accept an overall course of action;
- c. it is understood that Members have diverse perspectives, may have divergent views, and consensus on all matters is not required;
- d. if consensus is not practicable or required, or where a diversity of views may assist in the circumstances, the FNAC will report Members’ advice and highlight areas of concurrence and disagreement;
- e. if consensus is required to take a decision, and the FNAC cannot reasonably achieve consensus, the Co-Chairs, or either of them, may direct a vote, and Supermajority Approval will be required to approve a decision; and
- f. if Supermajority Approval cannot be obtained and it is necessary for the FNAC to make a decision, the Joint Committee may seek the Courts’ direction.

55. FNAC advice may be provided to Canada orally or may take the form of a written report. The Secretariat will make final, written FNAC reports publicly available in French and English.

Transparency and Communication

56. The FNAC will operate in an open and transparent manner, and the Secretariat will make FNAC meeting minutes publicly available, with the exception of occasional items that FNAC deems confidential.

57. The Senior Assistant Deputy Minister, Regional Operations at Indigenous Services Canada and Director General shall jointly serve as Canada's designated liaisons to the FNAC (the "**Indigenous Services Canada Liaisons**").
58. The Senior Assistant Deputy Minister will attend meetings of the FNAC as the Indigenous Services Canada Liaison as invited, and the Director General shall act as the Indigenous Services Liaison on a day-to-day basis.
59. The FNAC will provide its recommendations and advice to Canada through the Indigenous Services Canada Liaisons.
60. The Secretariat shall make publicly available the names and biographies of all Members, copies of all approved meeting minutes, and a copy of these Terms of Reference.
61. Members are requested to direct media inquiries about the FNAC to the Secretariat and to make the Secretariat aware of any media request to which they intend to respond in their capacity as a Member. The Secretariat will support Members in responding to any media inquiries, and make reasonable efforts to comply with any deadlines communicated by the Member. However, Members will not be bound to follow the Secretariat's advice or guidance.

Conflicts of Interest

62. A conflict of interest arises when a member's private interests impair or could be perceived to impair their ability to participate in the FNAC collaboratively, constructively and with an open mind.
63. It is recognized that Members have existing relationships, including business or financial relationships, with and experiences involving First Nations, governments or communities, companies or projects, or with other people or organizations who could be impacted by projects and facilities regulated by Canada. These relationships and experiences are expected and valued.
64. FNAC's role is advisory; it not as an adjudicative body. Accordingly, conflicts of interest with respect to FNAC-related discussions and advice are expected to arise rarely, if ever.
65. In the event that a Member identifies a real or perceived conflict of interest, the Member shall:
- a. notify the Co-Chairs ahead of any meetings where topics relevant to the real or perceived conflict of interest will be discussed;
 - b. declare the real or perceived conflict of interest to the FNAC at that meeting; and

- c. if the Member considers it appropriate after discussing the real or perceived conflict of interest with the FNAC, or otherwise, recuse themselves from relevant discussions.

66. The Secretariat shall record any declared conflicts of interest and resulting recusals in the meeting minutes.

67. At any time, Members may seek advice from the Secretariat, who may engage legal counsel, regarding whether a real or perceived conflict of interest exists. Members may also raise questions or concerns regarding real or perceived conflicts of interest to the Co-Chairs for discussion with the FNAC, as may be appropriate in the circumstances.

Reporting by Canada

68. No less than quarterly, the Indigenous Services Canada Liaison will report to FNAC in writing with respect to:

- a. how advice provided by FNAC was used and considered; and
- b. progress in the development of the Replacement Legislation.

69. The Secretariat will make Canada's reports to FNAC publicly available, with the exception of occasional items deemed confidential by Canada.

Other Matters

70. The Terms of Reference, the advice and all the work product of the FNAC do not fulfill or replace the obligations of the Crown or other parties to any Indigenous communities, nor do they affect protocols created by First Nations for engaging government, industry or others, or for gathering, documenting, management or sharing Indigenous knowledge.

71. Additional governance or operational protocols or guidance may be developed by the FNAC, should a need arise. If there is a conflict between an additional protocol or guidance and these Terms of Reference, the Terms of Reference prevail.

72. The Terms of Reference are intended to be subject to continual improvement and may be amended at any time on consent of the Joint Committee and Canada.

73. The Courts shall have jurisdiction to provide directions in respect of these Terms of Reference on a motion by the FNAC, the Joint Committee, or Canada.

SCHEDULE "F"



DRAFT Invoice 80010XXXXX

Deloitte LLP
Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

ATTN: Joint Committee
c/o Federal Court of Canada

Date: March 22, 2022
Client No.: 1129632
WBS#: FED00680
Engagement Partner: Joelle Gott
HST Registration: 133245290RT0001

For professional services rendered

Fees

Re: First Nations Drinking Water Class Action

Federal Court File No. T-1673-19 – Settlement Agreement, approval date of December 22, 2021:

- Administrator fees – Pre-Implementation Set-up
- Supplier fees – total incurred up to February 28, 2022

Please see attached schedule.

HST applicable 1,130,889.19

Sales Tax

HST at 13.00% 147,015.60

Total Amount Due (CAD) 1,277,904.79

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



First Nations Drinking Water Class Action Settlement
 Administration Invoice
 March 22, 2022

Service and Provider	Type of Services	Type of Expense	Current Billing (including HST)	Reference
A. Noticing, Outreach, Media (Argyle Communications)				
	Phase 1: Noticing Cost	Supplier Cost	\$ 285,211.09	ACI Invoice(s): 17443; 17780; 18096
			A. Total \$ - Argyle	\$ 285,211.09
B. Call Centre Services (Donna Cona)				
	Call Centre Agents & training	Supplier Cost	\$ 55,358.70	Donna Cona Invoice(s): RC000013605
			B. Total \$ - Donna Cona	\$ 55,358.70
C. Claims Administration Services & Management (Deloitte LLP)				
	Administration Set-Up and Program Launch - Fixed (one time)		\$ 937,335.00	Fixed: \$829,500 pre-HST
			C. Total \$ - Deloitte	\$ 937,335.00
TOTAL - Administration Services			SUM A+B+C	\$ 1,277,904.79
			Total Including HST	\$ 1,277,904.79 113%
			HST	\$ 147,015.60 13%
			Total Excluding HST	\$ 1,130,889.19 100%

SCHEDULE "G"


Invoice 8002554348

Deloitte LLP
 Bay Adelaide Centre
 8 Adelaide Street West, Suite 200
 Toronto ON M5H 0A9

Tel: (416) 601-6150
 Fax: (416) 601-6151
 www.deloitte.ca

Date: April 22, 2022
 Client No.: 1129632
 WBS#: FED00680
 Engagement Partner: Joelle Gott

GST/HST Registration: 133245290RT0001
 QST Registration: 1012314163TQ0001

ATTN: Joint Committee c/o Federal Court of Canada
 Resolution and Individual Affairs
 Crown-Indigenous Relations
 and Northern Affairs Canada
 234 Laurier Avenue West, 18th Floor
 Mail Stop 234L-18
 Ottawa ON K1A 0H4
 Canada

For professional services rendered
Fees

Re: First Nations Drinking Water Class Action

Federal Court File No. T-1673-19 – Settlement Agreement, approval date
 of December 22, 2021:

- Supplier fees – total incurred up to March 31, 2022
- Claims Administration Services & Management

Please see attached schedule.

Sales Tax

HST applicable 784,081.40

HST at 13.00 % 101,930.58

Total Amount Due (CAD) 886,011.98

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



Invoice Number 8002554348

April 22, 2022

Page 2 / 2
304

Use the following payment methods and ensure your payment contains the details provided in the example.

Client Name	Client#	Invoice#	Amount (CAD)	Comments
Resolution and Individual Affairs	1129632	8002554348	886,011.98	Payment for invoice 8002554348

Contact:

Please send payment confirmation by email to: receivablesdebiturs@deloitte.ca, and reference the invoice number(s) paid

Payment Options

1. EFT Payments (remittance email mandatory) :

Preferred Method

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

CAD Payment

Transit – Institution : 47696-002
Account Number : 1590219

USD Payment

Transit – Institution : 47696-002
Account Number : 1363514

2. Wire Payment :

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

CAD Payment

Account Number : 476961590219
Swift Code : NOSCCATT

USD Payment, Beneficiary Bank (Bank of Nova Scotia) :

Account Number : 476961363514
Swift Code : NOSCCATT
Clearing Code : CC000247696

Address: P.O. Box 4234 STN A, Toronto ON M4W 5P6

USD Payment, Intermediary Bank (Bank of America NA) :

Address: 222 Broadway, New York, NY 10038
Account Number : 476961363514
Swift Code : BOFAUS3N
ABA Routing Number : 026009593

Note: Intermediary Bank information may not be required for payments coming from outside the US

3. Online Payment :

Select either Deloitte LLP or Deloitte S.E.N.C.R.L./s.r.l. through your financial institution and quote the seven digits of the Client No. shown above.

Please note we do not accept Interac e-Transfers.

4. Cheque payments, please mail to :

For CAD Dollar (\$) Payments :
 DELOITTE MANAGEMENT SERVICES LP
 c/o T04567C
 PO Box 4567, Stn A
 Toronto ON M5W 0J1

For USD Dollar (\$) Payments :
 DELOITTE MANAGEMENT SERVICES LP
 c/o T04567U
 PO Box 4567, Stn A
 Toronto ON M5W 0J1



First Nations Drinking Water Class Action Settlement

Administration Invoice - March 2022

Issued: April 22, 2022

Service and Provider	Type of Services	Type of Expense	Current Billing (including HST)	Reference
A. Noticing, Outreach, Media (Argyle Communications)				
	Phase 1, 2 & 4	Supplier Cost	\$ 402,942.72	ACI Invoice(s): 18685
			A. Total \$ - Argyle	\$ 402,942.72
B. Call Centre Services (Donna Cona)				
	Call Centre Agents & training	Supplier Cost	\$ 152,314.87	Donna Cona Invoice(s): RC000013707
			B. Total \$ - Donna Cona	\$ 152,314.87
C. Claims Administration Services & Management (Deloitte LLP)				
Operations:				
	Correspondence/communications with Claimants - Mailing		\$ 595.00	
	Payment of Compensation to Claimants - Issuance		\$ -	
	Claims Intake, Review & Adjudication (Payment or Denial) - Individual Claimants		\$ 34,128.00	
	Claims Intake, Review & Adjudication (Payment or Denial) - First Nation Claims		\$ 180.00	
	BCCL Funding Oversight		\$ -	
	Oversight - Monthly Management		\$ 257,800.00	
	Reporting (Parties, Committees, Court)		\$ -	
	HST		\$ 38,051.39	
			C. Total \$ - Deloitte	\$ 330,754.39
TOTAL - Administration Services			SUM A+B+C	\$ 886,011.98
	Total Including HST	\$	886,011.98	113%
	HST	\$	101,930.58	13%
	Total Excluding HST	\$	784,081.40	100%