

# PW17.4 - Attachment 2

## ATTACHMENT 2

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### Summary of Changes to the First Nations Community Benefits Agreement

1. The Community Benefits Agreement (Agreement) title is renamed to include "Restated and Amended".
2. The current Environmental Compliance Approval (still labelled Certificate of Approval in the Agreement) to operate the Green Lane Landfill is attached as an appendix to the Agreement.
3. The Agreement specifies the payment amount for each First Nation. The Oneida Nation of the Thames will receive sixty per cent (60%) and the Chippewas of the Thames First Nation will receive forty per cent (40%) of the Community Benefits Payment and each individual First Nation will directly receive Payments. The reference to a single trust fund and its operation has been removed as a result of this change as well as the provision for the City to appoint a non-voting member to the trust.
4. The Agreement requires the City to make Payments to the financial account as indicated by each First Nation (supported through resolutions of its Chief and Council).
5. The percentage allocations in the Agreement may be amended by the First Nations and must be supported through mutual resolutions of their Chiefs and Councils.
6. The intent of these payments is that neither the amount of the funds or the income, if any, should be factored into or considered in any negative manner in the determination of any amount of funding for programs or services for which the First Nations or any members qualify under the criteria for those programs or services.
7. A provision is deleted that required audited financial statements to show the use and application of the funds, and the First Nations Community Trust Fund being accountable for the appropriate use and application of the funds. Instead the First Nations agree to provide the City with a copy of each First Nation's Audited Financial Statements for the Community Benefits Payments showing the amounts received and used by the First Nations.

8. A statement was added to the Agreement requiring the First Nations Community Benefits Payments to be used to supplement any funding for the First Nations Liaison Committee (FNLC), if necessary, and in no event will the FNLC receive any additional funds from the City. This means that any expense of the FNLC that exceeds the amounts already provided by the City must be paid by the First Nations, in their proportionate shares, from their Community Benefits Payments.
9. The clause regarding agreements not to bring legal or protest actions against the City under responsible and regular operations of the landfill has been supplemented. The additional wording provides further clarity to indicate that the First Nations and their members will not engage in any intentional action or conduct that interferes with the operation of Green Lane Landfill and will make reasonable efforts to resolve any such actions or conduct.