

Statement by Brian Malone
Federal Negotiator to the
Lubicon Lake Land Claim Negotiations

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(Retyped as delivered)

**STATEMENT BY BRIAN MALONE
FEDERAL NEGOTIATOR TO THE
LUBICON LAKE LAND CLAIM NEGOTIATIONS**



January 24, 1989

Gentlemen:

I've taken advantage of our break over the weekend to consider the results of our meetings since November, and to prepare a written offer to you on behalf of Canada.

When we began these discussions, we were guided by two sets of principles.

Whatever the shape of a final settlement, it had to be fair to the Lubicon, fair to other native groups by being consistent with recent settlements, and fair to the taxpayer, who must pay for it.

The second set of principles was established by Chief Ominayak. He has said publicly many times the Lubicon people want the land base to which they're entitled and they want to be treated fairly and equally compared to other settlements.

I believe this offer meets all these criteria.

The second change is that we are prepared to offer you what amounts to a guarantee of fairness. You have said you believe the Lubicon are entitled to compensation in addition to this settlement.

We see no grounds whatever for such a claim. However, we feel it is important that you be able to pursue that further in the courts if you wish.

We are prepared to proceed with all aspects of our offer without prejudice to your right to sue Canada for compensation, but it must be clearly understood that the benefits received by the Band or by persons entitled to participate in Treaty 8, shall be pleaded and will also constitute a set off in respect of any claim the Band wishes to advance in the courts.

If you are prepared to recommend this offer to the Band, we should adjourn now and maintain media silence.

If you are unable to recommend it, I would propose we inform our principals, who can then decide whether to break off talks and end the media blackout.

FORMAL OFFER BY CANADA

TO

THE LUBICON LAKE BAND

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FORMAL OFFER BY CANADA TO
THE LUBICON LAKE BAND

Canada offers to settle the land claim advanced by the Lubicon Lake Band in accordance with Treaty No. 8 and the following principles:

1. DEFINITIONS

1.1. In this offer:

"Act" includes ordinance;

"Offer" means this offer dated January 24, 1989;

"Alberta" means the Province of Alberta;

"Band" means the Lubicon Lake Indian Band;

"Canada" means the Government of Canada;

"Minister" means the Minister of Indian Affairs and Northern Development.

2. ADHESION TO TREATY 8

- 2.1. The Band and all persons who are entitled to adhere to Treaty 8 shall execute an adhesion in the form attached as Schedule "A".

3. LAND AND THIRD PARTY INTERESTS

- 3.1. Canada invites the Band to execute the joint understanding signed by Canada and Alberta on December 16, 1988, implementing the Getty/Ominayak Agreement of October 22, 1988; said joint understanding being hereto annexed as Schedule "B".

4. RESERVE INFRASTRUCTURE

- 4.1. Provided the Band signs the joint understanding referred to in Paragraph 3.1, Canada will construct a reserve infrastructure valued at \$34.05 million over a five year period in accordance with the description and cost estimates detailed in Schedule "C" attached.

5. SPECIAL SOCIO-ECONOMIC PROGRAMME

- 5.1. Provided that the Band and those entitled to adhere to Treaty No. 8 execute releases in favour of Canada, Canada will provide the Band with a socio-economic programme valued at \$10.2 million in accordance with the proposals outlined in Schedule "D" attached.

6. TRAPPERS' TRANSITION FUND

- 6.1. Canada offers to provide \$500,000 to establish a social trust fund with the annual interest therefrom to be used to support a band programme for elders who wish to pursue the traditional hunting and trapping way of life. Any surplus funds may be applied to other projects which maintain the Lubicon heritage.

7. COSTS

- 7.1. In addition to the \$1.5 billion already paid by Canada to the Band in 1986, Canada will forgive research loans to the Band the amount of \$242,000 granted by the Office of Native Claims.

1.

DEFINITIONS

1.1. this offer:

includes ordinance;

means this offer dated January 24, 1989;

the Province of Alberta;

the Lubicon Lake Band;

means the Government of Canada;

means the Minister of Indian Affairs and Northern Development.

- 7.2. Canada will provide an additional \$72,000 to the Band for negotiating expenses associated with its claim.

8. GENERAL PROVISIONS

- 8.1. The Minister shall recommend to the Governor General in Council that any agreement arising out of this Offer be approved, but any Offer herein contained is conditional upon the Governor General in Council approving same after the Band has signified its acceptance in accordance with paragraph 8.2 of this Offer.

- 8.2. This Offer may be accepted by the Chief and Council upon receiving the necessary authority from the Band and such persons who are entitled to adhere to Treaty No. 8.

- 8.3. Any agreement arising out of this Offer shall not be construed as a modification or novation of Treaty No. 8 and shall not be a land claims agreement within the meaning of section 35 of the Constitution Act, 1982.

- 8.4. Nothing in any agreement arising out of this Offer shall affect the ability of Band members to participate in and benefit from government programs for status Indians. Benefits received under such programs shall be determined by general criteria established from time to time.
- 8.5. Nothing in any agreement arising out of this Offer shall affect the rights of participants as Canadian citizens and they shall continue to be entitled to all the rights and benefits of all other citizens applicable to them from time to time.
- 8.6. Nothing in any agreement arising out of this Offer shall affect the status under the Indian Act of any participant.
- 8.7. In consideration of the rights and benefits provided by this Offer, the Band and such persons who are entitled to adhere to Treaty No. 8, through the Chief and Council of the Band:
- (a) will cede, release and surrender to Her Majesty in Right of Canada

- (i) all their aboriginal claims, rights, titles and interest, if any, in and to lands and waters anywhere within Canada, and
- (ii) all their claims, rights or causes of action whether collective or individual which they ever had, now have, or may hereafter have under, or arising out of or by reason of Treaty 8, save as hereafter specifically provided;
- (iii) all their claims, rights or causes of action whether collective or individual which they ever had or now have as alleged in the legal actions referred to in paragraphs 8.8 and 8.9 of this Offer;
- (iv) all their claims, rights or causes of action which they ever had, now have or may hereafter have under, or arising out of or by reason of any Imperial or Canadian legislation or Order-in-Council or other action of the Governor-in-Council or Canada in

relation to Métis or half-breed scrip
or money for scrip.

- (b) will agree, on their behalf, and on behalf of their heirs, descendants and successors not to assert any cause of action, action for a declaration, claim or demand of whatever kind or nature which they ever had, now have or may hereafter have against Her Majesty in Right of Canada or any province, the government of any territory or any person based on any claim, right, title or interest described in (a).

8.8. The Band will file formal discontinuances in the Federal Court of Canada in connection with the following actions:

- (a) T-2048-80, The Lubicon Lake Band et al v. The Queen
- (b) T-2618-85, Chief Bernard Ominayak and the Lubicon Lake Band v. The Honourable David Crombie and The Queen (the "legal costs" action);
- (c) T-417-88, Chief Bernard Ominayak and The Lubicon Lake Band v. The Honourable William

McKnight and The Queen (the "Daishowa" action);

8.9. The Band will file formal discontinuances in the Court of Queen's Bench of Alberta in connection with the following actions:

(a) 8201-03713, Chief Bernard Ominayak et al v. Norcen Energy Resources Limited et al

(b) 8801-07584, Lubicon Lake Band et al v. Attorney General of Canada and The Queen in right of Alberta, (counterclaim).

8.10. The Band will file the appropriate documents with the United Nations Human Rights Commission so as to acknowledge settlement of its grievance against Canada.

8.11. Nothing in any agreement arising out of this Offer shall be construed to affect hunting, trapping or fishing rights under the 1930 Natural Resources Transfer Agreement, of any person who is eligible to participate in this adhesion to Treaty 8.

8.12. In consideration of the rights and benefits provided by any agreement arising out of this Offer, the Band must agree to indemnify and forever save harmless Her Majesty in Right of Canada from all manner of suits and actions, causes of action, claims, demands, damages, costs or expenses, liability and entitlement, initiated, made or incurred after this agreement, whether known or unknown against Canada which any person who is eligible to participate in this adhesion to Treaty 8, including any heir, successor or permitted assign of such a person ever had, now has or may hereafter have against Canada relating to or in any way arising from the claims, rights, titles and interests described in 8.7 herein.

8.13. Canada shall vigorously defend any such suit or action, cause of action, claim or demand and shall not compromise or settle any such suit or action, cause of action, claim or demand without the consent of the Band.

8.14. This written Offer is the entire offer and there is no representation, warranty, collateral agreement or condition affecting this Offer, except as expressed herein.

8.15. Any agreement arising out of this Offer, and the financial undertaking so provided, will be subject to parliamentary appropriations during the applicable fiscal year. In the event the funds appropriated by Parliament in any one fiscal year are not sufficient to implement that portion of the agreement which is to be performed during that fiscal year, then such implementation will be postponed to such ensuing fiscal year when sufficient monies have been appropriated.

Dated at Ottawa this 24th day of January, 1989.



J. Brian Malone, Q.C.
Federal Negotiator

Schedule "A"

Adhesion

to

Treaty Number Eight

WHEREAS we the undersigned have had communication of the treaty commonly known as Treaty Number Eight made between Her Majesty Queen Victoria and the Cree, Beaver, Chipewyan and other Indians, inhabitants of the territory therein defined and described in the year Our Lord one thousand eight hundred and ninety nine, and of the intention of Her Most Gracious Majesty Queen Elizabeth the Second, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith, to extend its provisions to us through Her Commissioner, J. Brian Malone, Q.C., of the City of Calgary.

NOW THEREFORE we the said Indians hereby in consideration of the provisions of the said treaty being extended to us cede, transfer, surrender and relinquish to Her Majesty the Queen, Her heirs and successors, forever, all our right, title and privileges whatsoever to all lands in Canada;

AND we hereby agree to accept the several provisions, payments and reserves of the said treaty as therein stated, and solemnly promise and engage to abide by and carry out all the stipulations and obligations therein contained, to be observed and performed by the Chiefs and Indians therein named, and in all things to conform to the articles of the said treaty, as if we ourselves had originally been contracting parties thereto;

AND Her Majesty the Queen, by Her representative, aforesaid, agrees that all the payments and provisions named in the said treaty to be made to each Chief and his Band shall be faithfully made and fulfilled to the aforesaid Indians.

IN WITNESS WHEREOF, Her Majesty's Commissioner and the said Indians have set their hands as hereinafter set forth.

Witnesses:

This image shows a blank sheet of white paper designed for handwriting practice. It features two vertical columns of horizontal dotted lines. Each column contains ten evenly spaced rows of dots, providing a guide for letter formation and alignment. The lines are uniform in length and spacing across both columns.

SCHEDULE "B"

LUBICON LAKE LAND CLAIM
PROPOSALS FOR DISCUSSION

1. Alberta will set aside for the administration of Canada, as soon as possible, 79 square miles (50,560 acres) of provincial crown land, excluding mines and minerals, to enable Canada to establish Indian Reserves for the use and benefit of the Lubicon Lake Indian Band. This transfer shall be pursuant to the Constitution Act, 1930. The setting aside for transfer shall be effective within six months of the formal agreements implementing this agreement having been signed, using a preliminary description of the land if necessary.
2. Alberta will transfer to the administration and control of Canada, as soon as possible, an additional 16 square miles (10,240 acres) of provincial crown land, excluding mines and minerals, for use by the Band pursuant to arrangements between the Band and Canada. This transfer will not be made pursuant to the Constitution Act, 1930. The transfer shall be effective within six months of the formal agreements having been signed, using a preliminary description of the land if necessary.
3. The Band and Alberta agree that no development will occur on the lands referred to in paragraph 2 without the consent of both of these parties first being signified.
4. In consideration of Alberta's and the Band's co-operation in transferring the land referred to in paragraph 2 above, Canada will make an ex gratia payment equal to the fair market value of the said lands, payable to Alberta and the Band jointly. The Band will endorse such payment to Alberta.
5. The lands referred to in paragraphs 1 and 2 above will approximate the lands identified in Schedules "1", "2" and "3" attached, the boundaries of which will be subject to the following:
 - (a) currently producing oil and gas interests will be excluded; and
 - (b) Alberta will retain access to Lubicon Lake;
 - (c) The Lubicon Lake, inclusive of bed and shores shall be excluded from the lands set aside and transferred under paragraphs 1 and 2, but such exclusion will not affect the size of the Reserve.

6. Upon the setting aside and transfer to Canada of the lands referred to in paragraphs 1 and 2 above, Canada will establish the lands as Indian Reserves under the Indian Act.
7. Canada shall be responsible for any compensation which may be required of third party interests, surface and subsurface, within the Reserve area of 25.4 square miles contemplated in 1940 ("the Old Reserve Area").
8. Canada and Alberta jointly undertake to take such steps as are necessary to clear, prior to the transfer referred to in paragraph 1 above, the following dispositions:
 - (a) Miscellaneous lease MLL-2852;
 - (b) Grazing lease GRL-38048;
 - (c) Forestry grazing license FGL-84004; and
 - (d) Holding reservation HRS-860001.
9. In the event the terms of P & NG Licence 5486010093; and P & NG licence 5486010094 are extended beyond October 22, 1992, Canada will obtain their surrender in order to ensure that the construction of the Reserve can proceed with minimum interference.
10. Canada and the Band will take such steps as are necessary to preserve, to the satisfaction of Alberta, all other existing surface dispositions within the lands referred to in paragraphs 1 and 2 above, including specifically:
 - (a) Pipeline agreement PLA-810618; and
 - (b) Pipeline agreement PLA-2145.
11. Prior to the transfers referred to in paragraphs 1 and 2 above, Canada and the Band will take such steps as are necessary to preserve, to the satisfaction of Alberta, the rights of subsurface lessees and licensees to gain surface access for future exploration and development of the mines and minerals.
12. Alberta will set aside for the administration of Canada, at the same time as the setting aside referred to in paragraph 1 above, for incorporation into the Reserve, the unencumbered mines and minerals within the 79 square miles referred to in paragraph 1.
13. Canada and Alberta, with prior agreement by the Band, will endeavor to negotiate with the subsurface lessees, and licensees within the 79 square miles referred to in

paragraph 1 above, special leases and permits under the Indian Oil and Gas Act.

14. The Band (and its members) agree to such surrenders as may be required under the Indian Act, for the purposes described in paragraph 13 effective upon such mines and minerals being set aside by Alberta for the administration of Canada.
15. Upon the expiry or surrender of existing Alberta subsurface leases and licences within the 79 square miles referred to in paragraph 1 above, Alberta will set aside for the administration of Canada the mines and minerals which have become unencumbered to Canada for incorporation into the Reserve.
16. Canada and Alberta will, by October 22, 1992, effect the setting aside for the administration of Canada, the remainder, if any, of the mines and minerals within the 79 square miles referred to in paragraph 1 above, and Canada and Alberta will take such steps as may be agreed upon between them for such purpose.
17. The Band, its members and such registered Indians who may be entitled to be members of the Band, will release Canada and Alberta respectively in respect of the land claim of the Band or any individual member or those registered Indians entitled to be members, whether as a matter of aboriginal right, under Treaty 8 or under the Constitution Act, 1930.
18. Upon Alberta setting aside for the administration of Canada the 79 square miles including mines and minerals, Canada will give Alberta a full release under Clause 10 of Schedule II of the Constitution Act, 1930 in respect of the land claim under Treaty No. 8 of the Band or any individual members or those registered Indians entitled to be members.

Schedule "C"

LUBICON LAKE CAPITAL WORKS

January 18, 1989

NOTE

JAN 18 1989

This draft is a revision of the previous draft dated December 16, 1988.

The following sections have been revised:

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Sections	1.2
	1.4 b,c,d,e,f,g
	1.6
	1.8
	2.1 first paragraph only
	2.2 first paragraph only
	2.7
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ANNEX A TO SCHEDULE D

AGRICULTURE CANADA SERVICES

- 1) The Prairie Farm Rehabilitation Administration (PFRA) provides advice and assistance regarding irrigation.
- 2) Agriculture Canada advises on genetic improvement and record keeping.
- 3) Existing programs such as the New Crop Development Fund, the Canadian Agriculture Market Development Initiative, and the Production Development Assistance Initiative would be made available to Band projects.
- 4) The Regional Office of Agriculture Canada will work with the Band and the Province to ensure that the Band's ongoing concerns are made known to the appropriate organizations.
- 5) The Band could assess inspection services for out of Province sales.

ANNEX B TO SCHEDULE D

POSSIBLE ARRANGEMENTS AVAILABLE FROM CEIC

Possible training activities

- (i) academic upgrading
- (ii) pre-apprenticeship training
- (iii) apprenticeship training
- (iv) other vocational training
- (v) on-the-job training assistance

Key principles

- (i) training to meet provincial standards
- (ii) alternatives to block release method of training to be tested
- (iii) training provided to meet employment opportunities both on- and off-reserve
- (iv) multi-skilling where desirable and cost-efficient to meet needs
- (v) contributions based on negotiated rates.

Expenditure categories available

- (i) income maintenance for trainees
- (ii) administrative costs for project-based activities
- (iii) overhead costs for non-profit organizations
- (iv) training costs
- (v) equipment leasing or purchase related to training activities

- 5.6 Any commercially viable business which incorporates existing agricultural activities on the reserve to be established, and which is based on the phased plan referred to in 5.1 will be eligible for consideration for funding by NEDP of up to 80% of project costs.

6. **Vocational Training**

- 6.1 DIAND will provide an amount not to exceed \$100,000 for the fiscal year 89/90 under its Indian Community Human Resource Strategies (ICHRS) program to fund a variety of training opportunities including academic upgrading and training on the job.
- 6.2 The details on timing, activities, the flow of funds, the leverage of social assistance funds, etc. with regard to 6.1 will be worked out by a joint Band - DIAND team by March 31, 1989.
- 6.3 CEIC and DIAND will develop jointly with the Band a 5 year human resources development plan (to include the Province of Alberta where appropriate). Such a plan will focus on the specific skills needs of the Band and will identify:
- a) immediate and medium term priorities;
 - b) options for program delivery such as a District Advisory Board or another form of coordinating group;
 - c) a plan of action to address these priorities and the preferred delivery option.

CEIC will assume responsibility for any costs in developing such a plan. Annex B provides an overview of the possible arrangements available under CEIC training programs.

- 6.4 Upon conclusion of a human resource plan, CEIC will negotiate the establishment of a training Trust Fund with the Band Council, involving a grant of up to \$400,000 to be paid to the Band over 3 years, on condition that this amount of \$400,000 is matched by the Band.
- 6.5 It is envisioned that the same teachers which provide vocational and on the job training could be used for providing similar instruction to secondary school students. Should this be the case, then a portion of the Band's educational budget could be apportioned for this purpose.

7. Support Group

- 7.1 A Lubicon Lake Economic Development Support Group will be formed consisting of senior representatives from DIAND, CEIC, NEDP, and the Band to meet no less frequently than once a year to review progress, identify bottlenecks, and take appropriate action to ensure effective implementation of the proposals contained in this Schedule.
- 7.2 This group would be in existence for three years following acceptance of this Schedule.

**Lubicon Lake Band
Proposed Socio-Economic Program**

1. General

- 1.1 Costs are estimates only (with the exception of items 2.1 and 6.4) and are given as upper limits; actual funds to be provided would be based on more detailed costing to be determined later.
- 1.2 Nothing in this proposal would preclude the Band from accessing on-going programs, assuming eligibility criteria were met.

2. \$5 Million Economic Development Fund

- 2.1 Canada will provide \$5 million for a fund to promote economic development.
- 2.2 The fund will ensure that the Band has ongoing seed capital to lever project funding from public and private sources and to provide assistance to Band entrepreneurs.
- 2.3 Only the interest from the fund will be expended on a yearly basis.
- 2.4 The fund will not be considered "Indian monies" as defined in the Indian Act.
- 2.5 The fund will be administered by the Cree Development Corp.

3. Cree Development Corporation

- 3.1 Canada will provide planning and legal fees to reconfigure the corporation (up to \$25,000).
- 3.2 The Department of Indian Affairs and Northern Development (DIAND) will provide up to \$500,000 spread over 5 years for staff support and other resources required for the economic development aspects of the corporation.

4. Business Development Projects

- 4.1 The Department of Industry Science and Technology (DIST) will seek ministerial approval in principle for funding from the Native Economic Development Program (NEDP) up to a maximum of \$4 million, for the following projects, provided that they meet normal program requirements:
- a) commercial centre
 - b) coin laundry and guest accommodation
 - c) development of a gravel pit/crushing operation
 - d) purchase of a portable, concrete batch plant
- 4.2 DIST will provide the necessary funds to develop business plans for the four projects noted in 4.1. These funds will be part of the \$4 million cap identified in 4.1.
- 4.3 DIAND will undertake to have done by June 30, 1989 an assessment of the quantity and quality of the Band's sand and gravel deposits and the appropriate configuration of equipment, said assessment to cost no more than \$50,000.

5. Agriculture

- 5.1 Canada proposes to develop jointly with the Band by June 30, 1989, a phased plan for an agricultural venture.
- 5.2 Federal Members of the joint team will come from DIAND, NEDP, the Canada Employment and Immigration Commission (CEIC), Agriculture Canada, and the Western Diversification Office (WDO).
- 5.3 Aspects that the joint team will examine include:
- the potential development of a cow/calf operation
 - the clearing of land
 - definition of suitable crops
 - productive capacity of the band
 - environmental impacts
- 5.4 Canada will make available up to \$100,000 for this study.
- 5.5 Agriculture Canada will make available all existing services to such a venture, once established. (See Annex 'A').

2.17 Community Refuse Incinerator**General Policy and Objectives:**

INAC does not normally provide funding for incinerators. It is proposed to provide funding for a landfill site.

Description and Cost Estimate:

Disposal site includes clearing and turning circle
Cost Estimate \$ 50,000

2.18 Communications**Telephone Service:**

AGT pays for service to each building. In building costs for school and band office to be considered as part of the building costs.

**Community Cable TV Satellite Dish,
Radio Station:**

Not funded by Community Infrastructure capital program. Should possibly be considered by Secretary of State or as a private business enterprise.

2.19 Community Non-Denominational Church**General Policy and Objective**

INAC has no policy authority to provide funding for a church. Thus, no funding can be provided for this purpose.

2.20 Community Cemetery**Description and Cost Estimate:**

Relocation of graves to the reserve from several existing cemetery locations

Flat sum amount (includes some provision for planning, site preparation)

Total INAC Contribution \$ 60,000

LUBICON LAKE BAND CAPITAL WORKS
SUMMARY TABLE OF CLASS 'D' COST ESTIMATES

BROUILLON

JAN 18 1989

COST ESTIMATE (\$000)

I INTEGRATED CAPITAL WORKS PROJECT

Water	\$1,400
Sewage Disposal	\$1,315 to \$1,390
Elementary/Secondary School	\$3,545 to \$3,775
Teacher Accommodations	\$732
Housing - Base 100 units	\$3,500
Roads	\$5,200
Electrification	\$1,250
Band Office	\$400
Community Hall	\$100
Firehouse/Firetruck	\$272
Equipment	\$310
Community Garage	\$200 to \$292
Site Clearing	\$276
Refuse Disposal	\$50
Natural Gas	\$350
Community Cemetery	\$60
Planning and Project Management	\$1,350
INAC/PWC Project Management	\$1,200
Accommodation for Band Staff	\$200
TOTAL	\$21,710 to \$22,10

MID-RANGE ESTIMATE (ROUNDED) \$21,900

LESS: Cost of INAC/PWC Project Management (\$1,200)

SUB-TOTAL \$20,700

Contingencies - 10% \$ 2,100

Risk Factors - 20% \$ 4,100

TOTAL in 1988 Constant Dollars \$26,900

Inflation - 14% \$ 3,800

TOTAL in Current Dollars \$30,700

OTHER PROVISIONS AND CONTINGENCIES

(a) Lump sum amount in place of support through
CMHC Social Housing Program (Ref. Section 2.7) \$1,500

(b) Housing - Contingency Provision for up to
13 additional units (Ref. Section 2.7)
\$0 to \$950,000 Mid-range estimate (rounded) \$500

(c) Institutional Planning (Ref. Section 1.4 g) \$300

TOTAL \$33,000

II Additional Housing for Growth - 20 units (Ref. Section 2.7) \$700

III Community Health Unit (Health and Welfare Canada estimated at \$350)

GRAND TOTAL \$34,050
=====

Option C:

If no water and sewage hauling trucks are required, space would be provided as follows:

Heated - Two bays suitable for maintenance of large vehicles	80m ²
Optional - Preventive Maintenance Area (double size)	100m ²
Unheated - As in Option A	<u>66m²</u>
Total building	<u>246m²</u>

NOTE: In order to use the space for teaching, entire building should be designed to be heated.

Outdoors - Storage yard
Provide fencing, lighting,
block-heater outlets, etc.

Cost Estimates:**Option A:**

Building of 386m ² @ \$645	\$ 252,000
Storage yard	<u>40,000</u>
Total	<u><u>\$ 292,000</u></u>

Option B:

Unable to estimate. Cost estimate will vary between \$200,000 (Option C) and \$292,000 (Option A).

Option C:

A garage of 246m ² @ \$645 =	\$ 160,000
Storage Yard	<u>40,000</u>
Total	<u><u>\$ 200,000</u></u>

2.15 Site Clearing for the Core and Residential Areas**General Policy and Objective:**

This item is to cover the cost of clearing the core area and residential sites. Other clearing is covered in the cost estimates for roads, power lines, etc. Estimated areas to be cleared will be revised based on the approved Community Plan.

Description and Cost Estimate:

Core area	
- 100 hectares @ \$1,850 =	\$ 185,000
Residential - 120 houses	
(120 acres or 49 hectares @ \$1,850) =	\$ 91,000
Total	<u>\$ 276,000</u>

2.16 Residential Old Peoples and Child Care Centre**General Policy and Objectives:****a) Old People's Residence**

In the past, a few such residences have been built on reserves. For capital construction purposes, such residences are funded out of housing allocation provided to bands.

Currently, the department has a moratorium on funding of new institutional homes for the elderly.

b) Child Care Centre

This falls within the responsibilities of NH&W. The government's recently approved Child Care Policy includes a pilot component for day care on Indian Reserves.

Cost Estimate:

No support can be provided for an Old People's Home at this time.

NH&W should be consulted regarding a Child Care Centre.

2.14 Community Shop and Public Works Equipment Yard

General Policy and Objectives:

Departmental policy provides space for equipment repair and equipment storage as follows:

- Heated garage space for water delivery trucks and sewage vacuum trucks. (20 to 30m² per vehicle depending on size).
- Unheated garage space for storage of loader and graders (17 to 31m² per vehicle depending on size).
- If a bay is to be used for maintenance rather than for storage only, the width of the bay may be increased to 4.4 metres from 3.1 metres.
- Open air storage for school buses, dump trucks, front end loader, tractors, snowmobiles, grounds keeping equipment, garage trucks and other equipment.
- **Optional** - A Preventive Maintenance Area within the garage would include washrooms, battery room, stock room, tire storage, office and tool crib, totalling 50 m².

In the case of the Lubicon Lake Band, it is uncertain if water and sewage hauling trucks will be used or not.

The Band also wants to use the equipment building as a training centre, and may want to take part of the building space that will be provided for the school and use it for a classroom space to be attached to the garage.

Description:**Option A:**

If three water hauling trucks and three sewage trucks are required, space would be as follows:

Heated - 6 vehicles

four bays suitable for maintenance	
4 @ 40m ² =	160m ²

two bays, regular width (2 @ 30m ²)	60m ²
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Preventative Maintenance Area	
(double size to support teaching)	<u>100m²</u>

Total heated	320m ²
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Unheated - storage for loader and
grader extra width for
maintenance

26m ² + 40m ² =	<u>66m²</u>
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Total indoors	<u><u>386m²</u></u>
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NOTE: In order to use the space for teaching, entire building should be designed to be heated.

Outdoors - Storage yard
Provide fencing, lighting,
block-heater outlets, etc.

Option B:

If the number of water and sewage hauling trucks required is less, the heated space would be reduced accordingly.

Unheated and outdoor storage same as Option A.

2.12 Police/Firehouse**General Policy and Objectives**

Policing: INAC does not normally provide funding for police stations.

Firehouse: To provide support for a firehouse in accordance with current INAC Policy.

Description:

Policing - No funding to be provided by INAC.

Firehouse: - Policy provides for a firehouse, including one bay, space for related equipment and support areas, for a total of 125 square metres.

Cost Estimate:

Firehouse - 125 m² X \$1,216/m² = \$ 152,000

Firetruck - (including \$10,000 for equipment) = \$ 120,000

Total \$ 272,000

Estimate includes engineering and site development.

2.13 General Usage Community Capital Equipment

General Policy and Objectives:

Capital equipment is normally funded in a variety of ways:

- a) Some equipment is dealt with as a private business investment by an entrepreneur. Included in this category are school buses, community buses, skidders, tractor trailer units, etc.
- b) Some equipment is normally purchased by Bands in conjunction with capital projects. For example, a large part of the cost of one or more gravel trucks could show as a rental item in the cost of a major road construction project. This approach applies to road compactors, caterpillar tractors, gravel trucks, road graders and back hoes.
- c) Similarly, INAC does not provide funding for purchase of road maintenance equipment as such but rather for the cost of maintaining and clearing snow from roads. The Band can then purchase or lease equipment for this purpose.
- d) For some types of equipment, funding can be provided directly. This applies to water delivery trucks, sewage vacuum trucks and garbage trucks. Water and sewage trucks will be dealt with as part of the water and sewer service costs.

Description:

Of the list of items proposed by the Band, only the garbage truck (cost estimate \$40,000) comes within INAC policy for direct funding. Recognizing that most bands have acquired, over time, certain equipment and that equipment will be needed soon, it is proposed to provide funding for:

1 garbage truck	\$ 40,000
1 road grader with snow plow & wing	200,000
1 back hoe/front end loader	<u>70,000</u>
Total fixed INAC Contribution	<u><u>\$310,000</u></u>

Cost Estimate:

Base of 100 units @ \$35,000	\$3,500,000
Growth - 20 units @ \$35,000	
(from regular INAC regional budget)	\$ 700,000
Contingency provision for up to 13 units,	
Housing subsidies - up to 13 units @ \$35,000	\$455,000
Water, sewage disposal, electricity, and clearing	\$185,000
	<hr/>
	\$0 to \$640,000

(Note: with provision for risks, contingencies and inflation, this increases \$0 to \$950,000 as used in the summary table of cost estimates).

2.8 Band Office**General Policy and Objective:**

To provide support for the construction of a band office in accordance with current INAC policy.

Description and Cost Estimate:

Present policy provides for a maximum contribution of \$20,000 for a band office.

Where the band office is combined with a community centre (see Community Hall below) this contribution is often increased to \$120,000.

A revised policy is presently under consideration.

Based on the new policy, Lubicon would be eligible for full funding for a Band Office accommodating 15 persons plus a meeting room of 18 m², for a total size of 300 m²; cost is estimated at \$1,250 per square metre, including engineering and site development.

Based on the new policy, it is proposed that a fixed amount contribution of \$370,000 be made for a band office, plus \$30,000 for furnishings and equipment.

Total \$ 400,000

2.9 Community Hall

General Policy and Objectives

To provide support for the construction of a community hall in accordance with current INAC policy.

Description

It is proposed that in accordance with current policy, a fixed amount contribution of \$100,000 be made towards the cost of a Community Hall.

Total \$100,000

2.10 Community Health Unit

It is recommended that the Band discuss funding with NH&W.

Preliminary information indicates that NH&W may fund \$350,000. Ambulance to be financed privately by an individual entrepreneur or the Band.

2.11 Community Ice Arena

General Policy and Objectives

Under INAC policy, a one-time contribution of \$100,000 can be made for a community hall or recreation facility.

The Lubicon Band has opted to allocate this amount to the Community Hall. Thus, no funding is available for an arena.

Description of Housing Plan

Subject to adjustment as described below in three years' time, the housing plan calls for the provision of funding for 120 housing units.

This includes 100 houses for those 506 Indian individuals whose names are on the Lubicon Lake Band membership list as of December 12, 1988. This figure of 100 houses is based on the assumption that 450 of the above individuals will move to the new Lubicon Reserve during the five years of this capital construction period.

After three years, i.e. in January 1992, or at such other date as may be mutually agreed by the Band Council and INAC, a revised forecast will be made of the number of the above individuals who are expected to move to the reserve during the five year period. The figure of 100 houses will then be adjusted upwards or downwards based on the new forecast and a ratio of 4.5 individuals per house. This adjustment could raise the number of houses as high as 113, plus 20 for growth as described below.

In addition to the 100 units, twenty units will be provided to provide for growth and new families. This represents a continuation of the current allocation of four units per year. Funding for these units will come from INAC's regular budget, and will be in accordance with regular housing policy, as applicable from year to year.

Also, additional units may be provided for families not on the Band's membership list as of December 12, 1988 who become registered, as Indians under the provisions of Bill C-31 and who are expected to move to the reserve. The department's normal policy, criteria and administrative procedures for C-31 housing will apply in respect to these people.

For each house, funds will be provided based on INAC's normal subsidy per unit (currently \$35,000 per unit). If there is an increase in this subsidy before the end of the five year construction period, Lubicon Lake Band will not receive additional funding except in the case of the 20 units provided for "growth". Instead, contingency and risk provisions, totalling 30%, plus a further 14% for inflation, have been built into the budget for the total project.

Of the total number of houses, INAC and the Band estimate that 30 will be provided by relocating homes from Little Buffalo. Full subsidy of \$35,000 per unit will also be provided for these units.

The federal government had also proposed to make available to the Lubicon Lake Band an equal number (except for the houses to be relocated from Little Buffalo) of "social housing units" under CMHC's Social Housing Program, section 56.1 of the National Housing Act. This program makes available low interest (2%) loans to supplement INAC's subsidies for housing construction. These loans would be guaranteed by the Band and also by INAC. Houses would be rented to band members to generate funds to repay the loans. For families on social assistance, a shelter allowance would be provided to meet the cost of rental.

The Band has indicated that it would prefer to finance the cost of houses in some manner other than through the use of CMHC social housing units. Accordingly, INAC has built into the total project budget a fixed amount of \$1.5 million in place of support through CMHC's social housing program.

INAC agrees that the Band's estimate of \$60,402 is a reasonable estimate of the cost per house.

Option B:

If it is assumed that 90% of the above students move to the reserve, and that fifteen (i.e. half of each of grades 11 and 12) drop out of school, the student population would decline to 31 half-time kindergarten students plus 176 students in Grades 1 to 12.

Such a population would justify a school consisting of 2,190 m², and including seven rather than eight classrooms, plus the same additional facilities as listed above.

More detailed examination of enrolment is required.

Under the department's policy, the Band has some flexibility in the use of space for special purpose rooms (i.e. rooms other than classrooms and kindergarten rooms) as long as the maximum total floor area is not exceeded.

The Band has indicated that it may be desirable to attach a classroom space to the Public Works equipment shops. INAC would support the relocation of some of the "school" space to attach it to the workshops for this purpose.

The school should be equipped with an emergency electric power generator.

Housing for Teachers

Teacher accommodation is to be provided on the basis of one teacher per 17 students.

On this basis, the number of teacher housing units would be:

Option A: $(17 + 212)/17 = 13$ units (maximum)

Option B: $(16 + 176)/17 = 11$ units

It is proposed that 12 teacher accommodations will be provided.

Cost Estimate:

Cost estimate for school includes engineering design and supervision (10%), furnishings (10%) and site development (10%).

School - Option A 2,365 m² @ \$1,596 = **\$3,775,000**

- Option B 2,190 m² @ \$1,619 = **\$3,545,000**

Teacher accommodation

Cost estimate includes engineering and furniture (12% total)

- 12 units (6 duplexes) @ \$61,000 **\$732,000**

2.7 Housing

General Policy and Objectives:

The intent is to provide assistance for housing for registered Indians to be resident on the Lubicon Reserve, in accordance with INAC policy and related federal programs, including particularly those administered by CMHC.

It is intended to bring the number of housing units available to the Lubicon people up to the same level of service (average number of people per house) as prevails, on average, on Indian reserves in Canada. As of 1987 this ratio is 4.6:1. For the Lubicon housing plan, a ratio of 4.5:1 has been used.

Provision will also be made for 20 additional units over 5 years (or an average of four per year) to provide for population growth and new family formation over the period. This will result in a slight improvement in the people per home ratio, over the period. Such an improvement is consistent with the national trend.

Standards:

The standards applied shall be those of the provincial power supply authority for comparable communities in the same geographic area.

Cost Estimate: \$1,250,000

Based on unit cost data from Alberta Power Corp.

2.5 Natural Gas**General Objective:**

To provide piped natural gas supply, if a feasibility analysis shows this to be the most economical means of heating. Funding to be primarily by provincial subsidy and financed by the utility (ICG or the Band). INAC can make a contribution towards this activity.

Description:

Subject to viability analysis, to provide piped service as per Band's detailed proposal:

Cost Estimate:

Total cost estimate	\$1,380,000
Less Provincial subsidy	<u>780,000</u>
Difference	\$ 600,000
INAC contribution (fixed)	<u>350,000</u>
Variance (to be financed by Band or the gas company)	<u><u>\$ 250,000</u></u>

INAC's contribution would be a fixed sum of \$350,000.

2.6 Elementary/Secondary School And Housing For Teachers

General Policy and Objectives:

To provide funding for school facilities and for housing for teachers in accordance with current INAC policy.

The school will be designed to accommodate grades from kindergarten to grade 12, based on projected enrolment four years after school opening (i.e. in September 1996).

Description:

The size of school facility will be based on the newly approved INAC space standards. These determine school space based on the grades to be included in the school and the number of students.

Option A:

Assuming that

- all families on the band's list (including the C-31 registrants) move to the reserve
- all students stay in school to grade 12
- all students slip one year in the course of their school career, and stay in school

The absolute maximum school population for 1996 would be 34 half-time kindergarten students plus 212 students in Grades 1 to 12.

Such a population would justify a school consisting of 2,365 m², and including

8 classrooms; 1 kindergarten; multi-purpose room; library; auditorium/gymnasium; showers, changing rooms; administration area; staffroom; educational storage; health room; science room.

Site development and amenities for the school property, such as children's play area and athletic fields would also be provided.

Option B:

From Provincial Road No. 686 north of western portion of Lake, to the lake (near the mouth of the river from Little Buffalo Lake) westward along the northern shore (approximately 200 - 500 metres from shore) to western end of Lake, then eastward (approximately 1 km from Lake) to core area, and beyond to Lubicon River at eastern end of Lake as in Option A. Also main road to core peninsula as in Option A. Total length of 30 km, including 7 km for the core area loop.

Road Standard - Class I, 7.8 metres wide.

b) Local Service:**Description:**

In the core area, construct local roads to serve school, band office, stores, works yard, health unit, pump stations, etc. using an efficient road layout. Access to individual buildings will also be provided, if buildings (e.g. school) are set back from the road.

For residences, construct side roads from main road, typically 250 metres to 1000 metres in length, serving homes, wherever possible in clusters (estimate 100 - 150 metres of road per house).

In the case of Access Option A, a residential side road would be built from the main access road to serve residences near the northwest shore of Lubicon Lake.

In total, for purposes of residential road design, plan for 160 homes, at 125 metres (1/8 km) of road per home or 20 km in total.

In addition, assume 10 km total in the core area (in addition to the main access road loop). Thus, total local roads for estimating purposes, would be 30 km.

Road Standard

Core area - Class II, 7.4 metres wide where serving public facilities

Residential areas - Class III, 7.0 metres wide where serving private dwellings and not on a school bus route. Class II (7.4 metres) if on a school bus route.

Objectives and Standards:

The above reflects the objectives and standards of the band and of INAC and the best currently available information. Actual routing, road lengths and costs will depend on where the best sites for houses are (considering community preference and the important need for water supply, septic tank sewage disposal and efficient road access) soil conditions and topography.

Cost Estimate: (same for both Options) \$5,200,000

Cost includes engineering design, supervision, culverts, bridges, etc. For bridges, \$400,000 has been provided.

2.4 Electrification

Description:

Bring main (3 phase) line from Norcen substation to residential areas on northwest shore of the lake (approximately 15 km). Extend the line around west end of lake (along road) to core area and on to eastern end of the lake. Terminate just north of Lubicon River (estimate 30 km).

Local lines (single phase).

Follow residential side roads and local roads in the core area. Need local transformer for each residential side road. Thus, similar to local roads, assume local distribution line length of 30 km.

Option B:

In the core area, one main deep well, and a back-up well, with distribution by a piped system.

For residential supply, use a water reservoir (possibly in the core area), distribution by truck to cisterns for individual houses (or clusters of houses). Use 3 - 1,000 gallon trucks.

Cost Estimate: **\$1,400,000**

2.2 Sewage Disposal

General Policy and Objective:

To provide sewage disposal service to residences and to community buildings as required in accordance with departmental policy. More specifically in this case, to provide safe, indoor sewage disposal service in the most cost effective manner, taking into account both capital and operating and maintenance costs. INAC will fund for services to residences, school, band office, health unit and other non-commercial community facilities in accordance with departmental policy.

Technical Options:

At this time, the following technical options are considered to be the most likely to serve the needs of the community in the most cost effective manner. The actual option to be selected will be determined based on technical investigations and cost studies.

Option A:

In the core area, a piped system, connected to a sewage lagoon, located in an environmentally safe location near the core area. Pumping for upflow would be required.

For residences, the preferred approach would be to utilize septic tanks and weeping tiles for individual homes or clusters of homes.

Cost Estimate: **\$1,315,000**

Option B:

In the core area, a piped system, connected to a sewage lagoon, located in an environmentally safe location near the core area. Pumping for upflow would be required.

For residences, utilize holding tanks, and truck sewage to a lagoon. Use three 1,000 gallon trucks.

The cost effectiveness of one lagoon for the entire community versus one lagoon for the core area and another for residential areas, needs to be investigated.

Cost Estimate:

\$1,390,000

2.3 Roads**General Policy and Objective:**

INAC will provide road access to and within the community core area and to the residential areas in accordance with departmental policy.

Technical Options:**a) Access (Main Road)****Option A:**

From oil company road, east to core area running approximately 1 km south of the Lake, south of core area, then further east along south shore (200 - 500 metres from Lake) to eastern end of Lake, bridge across Lubicon River, terminate just beyond the bridge. Also, construct a main road loop from the main road described above along the west side of the peninsula to the core area, then along the east side back to the main road. Total length of 30 km, including 7 km for the core area loop.

1.8 Incentive Arrangement - Management of A Fixed Project Budget

In order to provide to the Band an opportunity to achieve additional benefits from funds which may not be needed for the capital works described in this document and in order to provide Canada with the benefit of a fixed cost arrangement, the total amount of funding for the Integrated Capital Works Project is proposed to be fixed at \$33.0 million.

In applying these funds, first priority is to go to the construction of the works described in this document.

The management arrangement will be similar to that normally used for projects funded through contribution arrangements with the exception that the total \$33.0 million will remain available for the project and that no additional funds will be provided even if costs are lower or higher than anticipated. As a result, the total projected cost of the overall project will have to be reviewed on a regular basis and decisions made to expand or reduce the scope of the project (ie: the number and type of facilities to be built) as required from time to time. Funds will be paid by the department as advances and progress payments as the work progresses.

It is intended that decisions to increase (or decrease) the scope of the project may be made as the project progresses and as it becomes evident that such changes can be accommodated within the amount of money available. However, in order to prevent a situation where some essential facilities cannot be completed at the end of the project, the project management must ensure that there is always a contingency plan to be used in the event that unforeseen cost increases arise. Such a contingency provision could take the form of a block of unallocated funds or of an agreement between the Band and INAC that certain specified facilities will be reduced or cancelled if cost increases are encountered on essential facilities.

2. CAPITAL WORKS

2.1 Water

General Policy and Objective:

To provide water service in accordance with departmental policy. More specifically in this case, to provide potable indoor water supply to residences and to community buildings as required in the most cost effective manner taking into consideration both capital and operating and maintenance costs. INAC will fund for service to residences, school, band office, health unit and other non-commercial facilities in accordance with departmental policy.

Technical Options:

At this time, the following technical options are considered to be the most likely to serve the needs of the community in the most cost effective manner. The actual option to be selected will be determined based on technical investigations and cost studies.

Option A:

In the core area, one main deep well, and a back-up well, with distribution by a piped system.

In residential areas, the preferred approach would be to use any combination of shallow or deep wells to provide direct service to individual homes.

Cost Estimate: \$1,375,000 rounded to **\$1,400,000**

Social Services, Health and Recreation

- provision of \$75,000 per year for two years

Operation and Maintenance of Capital Facilities and Community Services

- utilize funds and technical expertise provided as part of the "Band project management cost" for the capital project (refer to Section 1.4 (e) and (f) above).

Thus, in total, an amount of \$300,000 would be provided. It may be that some of the work needed for institutional planning, as such, will be less than assumed above, in which case some of the funds could be used to help deal with the increased general management workload over the five year period.

1.5 Planning Horizon and Size of Central Facilities

For the purpose of planning and designing central electrical water and sewage facilities (i.e. those facilities which serve not just particular houses or community facilities, but rather the community as a whole), a twenty year planning horizon should be used. This would apply to facilities such as the main electrical line, a central community water source (if such a central source is used), a community sewage treatment lagoon (if for all core facilities or for all residential needs or both).

Central facilities, such as core water supply, core sewage services, etc. shall be designed to meet all related community service needs. The cost of such facilities shall be regarded as a general community infrastructure cost, except in the event that commercial or economic development ventures create a demand for services that results in a significant increase (say 20% or more) in the size of the facility required. In that case, the cost of the increase in design capacity will be chargeable to the commercial or economic development venture.

1.6 The Number of Houses

For planning purposes, a total figure of 120 houses, to be built or relocated, will be used.

This figure consists of a base of 100, based on the assumption that of the 506 people on the Band's membership list as of December 12, 1988, 450 people will move to the reserve and that one house will be provided for every 4.5 people, on average. In addition, 20 units are provided for growth over the five year period.

The figure of 120 units will also be used for purposes of estimating costs for water, sewage, electrical hook-ups, natural gas connections and site clearing.

The number of houses is subject to adjustment, based on the actual number of people moving to the reserve, as described under "Housing" (Section 2.7). In order to provide for the possibility of an upward adjustment, a separate contingency provision for additional houses and related services is included in the budget.

1.7 Management Regime

Funding to Band through a Contribution Agreement, which will include a description of the Management Regime to be used. INAC through PWC Technical Services will provide technical advisory services for all aspects of the Capital program.

Work to be contracted, in the form of one or several large contracts, by public tender.

Tender calls and contracts will include provisions for certain work to be subcontracted to the Band or to Band members.

d) Project - Specific Planning

Roads - detailed design

Water Supply - detailed design

Sewage Service - detailed design

Buildings - detailed design of:

- School
- Band Office
- Fire Station
- Health Station
- Equipment storage/maintenance/training facility
- Any other facility being funded through this capital facilities project

e) Project Management

Professional supervision of implementation

INAC/Public Works Canada Project Management Costs

Band project management costs

f) Cost Estimate1. Planning and Project Management

(Items (a), (b), (c) and (e) above.)

- Feasibility studies and community based planning (items (a), (b) and (c) above) \$ 600,000
 - Band project management, including
 - project management - general
 - Liaison with Band Council and Community members
 - Employment coordination
 - Planning for future operation and maintenance of community facilities
- 5 years at \$150,000 \$ 750,000

Total Planning and Project
Management

\$1,350,000

2. Item (d) above

The cost of detailed design work, as well as technical supervision of project implementation, is included in the cost estimates for each item.

3. PWC/INAC project management Cost

This is a federal government cost, not included in the amount to be provided to the band.

5 years @ \$240,000

\$1,200,000

4. Accommodations for technical and management staff hired by Band (not contractor's camp).

Need to consider how best to provide this.

Cost Estimate (preliminary)

\$ 200,000

g) Lubicon Lake Band Institutional Planning

The Lubicon Lake Band wish to undertake planning work designed to develop program plans and community development strategies and to build the skills necessary for the management of community services. This would include elementary, secondary and vocational education strategies and plans (in terms of program content); preparation of development concepts and plans in the fields of social services health and recreation; and preparation for the task of operating and maintaining community services (water, sanitation, etc.) and capital facilities.

It is proposed to deal with the above as follows:

Education and Vocational Training

- provision for \$75,000 per year for two years

In selecting housing sites, it will be very important to search out locations which meet all of the following four criteria, wherever this is possible:

1. In accordance with the wishes of the residents;
2. good water supply nearby. Direct connection to a well;
3. soil suitable for use of septic tanks (either for each house or for a cluster of houses); and
4. efficient road access.

Items 2 and 3 are particularly important, in view of the serious health and cost implications of having to truck water or sewage.

1.4 Planning - Reserve Site and Services and Related Costs

Planning activities will include the following:

a) **General Physical Development Planning**

- Topographical
- Surface site investigation
- Preliminary Surveys
- Road layout
- Geo-technical Surveys
- Soil testing for buildings
- Hydrological Survey
- Location of community buildings
- Location for garbage disposal site
- Clearing plan

Residential site investigation

- test drilling for water
- testing for septic tank feasibility
- check for efficient road access
- plan residential road location
- possibly realign main road to efficiently serve residential areas
- routing for main services - water, sewer, electrical, natural gas

b) Community Based Planning Process

A community based planning process will be implemented. Through this process, members of the community will have the opportunity to provide direction as to the nature of the community to be established.

The process will deal not only with physical planning, but also with social and economic issues. A consultant would be employed by the band to help direct this process and to provide professional expertise.

c) Community Plan

Based on the items listed in (a) and (b) above, a Community Physical Development Plan is to be produced.

In view of its importance in terms of meeting community needs and in terms of costs of construction, this plan is subject to approval by the Band Council and also by INAC.

1. GENERAL ISSUES

1.1 Introduction

This document is intended to describe, as clearly as possible, the housing, infrastructure and education capital facilities to be provided for the benefit of the Lubicon people.

Since much technical work remains to be done before the facilities can be described in detail, this description uses three methods to describe the services to be provided:

- i) a statement of general policy and objectives;
- ii) a description of the service to be provided, including, in some cases, the main options under consideration; and
- iii) a cost estimate, intended in most cases to define the general magnitude of the intended expenditure, except in those cases where a fixed, lump sum is to be provided (as for the cemetery and the gas line, for example).

The above are intended to define the policy to be followed in arriving at final definition of the services, as well as the nature of the service/facility contemplated and the intended cost or cost range.

1.2 Total Project Cost, Phasing and Project Management

The total funding proposed to be provided by the federal government for housing and community capital facilities, as described in this document, amounts to \$34 million.

The total capital plan consists of three parts:

An Integrated Capital Works Project	\$33,000,000
Additional housing to provide for growth during the five-year period	\$ 700,000
Community Health Unit To be arranged through Health and Welfare Canada; estimated at	<u>\$ 350,000</u>
Total	\$34,050,000

For the Integrated Capital Works Project, the Band would be provided with a fixed amount of \$33 million, spread over a five year period.

In applying this amount of money, first priority is to go to the construction of the capital works described in this document. If not all funds are required for this purpose, any amount not required may be used to expand the scope of the project (i.e.: to add other items or expand items already included). If the amount proves to be insufficient to complete the works as described, some reduction in the scope of the project will be necessary.

A plan defining the work to be undertaken in each of the five years still needs to be developed and agreed to by both the Band and Indian and Northern Affairs, Canada (INAC).

It is intended that the capital works here described be implemented over a period of five years, commencing April 1, 1989 or as soon thereafter as Canada (Federal Cabinet), the Lubicon Lake Band and Alberta have approved the establishment of the reserve and Canada (Federal Cabinet) and the Band have approved the capital project.

It is anticipated that the first year will be a planning and approval period (estimated expenditures \$2 million). In the subsequent four years, it is intended that expenditures be spread evenly, insofar as it is practical to do so. Estimated expenditures by year: \$8 million per year for three years, and \$7 million in the final year.

1.3 Community Layout

The Lubicon people wish to locate the central community facilities on the peninsula extending into Lubicon Lake from the south shore. Residences would, generally speaking, not be located in this core area, but rather would be distributed on the northwest (starting just east of the small river from Little Buffalo Lake), south and east (near the Lubicon River) sides of the lake. It is not intended to build houses at the lake shore but rather to have them some distance (ranging from less than 200 metres to one or two thousand metres) from the lake.