



THE AGREEMENT BETWEEN

**THE FOX LAKE FIRST NATION,
as represented by Chief and Council ("Fox Lake")**

- and -

**HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE OF MANITOBA,
as represented by The Minister of Aboriginal and Northern Affairs
("Manitoba")**

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD ("Hydro")

ARTICLE 6 - RESOURCE MANAGEMENT

6.1 INTRODUCTION

6.1.1 Introduction. Article 6 provides for:

- (a) the establishment of the **Fox Lake Resource Management Area**;
- (b) the operation of the **Fox Lake Resource Management Board** composed of representatives appointed by **Fox Lake** and **Manitoba**; and
- (c) strategic planning in response to initiatives developed by **Fox Lake** relating to economic and **Resource** related activities within the **Fox Lake Resource Management Area**.

6.2 FOX LAKE RESOURCE MANAGEMENT AREA

6.2.1 Establishment of Fox Lake Resource Management Area. The lands and waters depicted on the map attached as Schedule 6.1 are hereby established as the **Fox Lake Resource Management Area**.

6.2.2 Amendment of Area. The **Fox Lake Resource Management Area** may be amended by agreement in writing between **Fox Lake** and **Manitoba**.

6.2.3 Amalgamation of Area. The **Fox Lake Resource Management Area** may, by agreement in accordance with subsection 6.2.2, be amalgamated with all or any portion of:

- (a) the **Split Lake Resource Management Area**, provided that the Split Lake Cree First Nation agrees in writing with the amalgamation;
- (b) the **York Factory Resource Management Area**, provided that the York Factory First Nation agrees in writing with the amalgamation; and
- (c) any other Resource Management Area, provided that any First Nation or community having rights which arise out of an agreement with **Manitoba** in relation to that Resource Management Area agrees in writing with the amalgamation.

6.2.4 Relationship with Town of Gillam. Subject to subsection 6.2.3, **Fox Lake** and **Manitoba** may, with the Town of Gillam, consider mechanisms to integrate the activities of the **Fox Lake Resource Management Board** with the activities of

the Town of Gillam. **Fox Lake, Manitoba** and the Town of Gillam may, by agreement in writing, provide for the implementation of those mechanisms.

6.3 FOX LAKE RESOURCE MANAGEMENT BOARD

- 6.3.1 Establishment. Within thirty (30) days following the **Date of this Agreement**, **Fox Lake** and **Manitoba** will each appoint four (4) persons to constitute the **Fox Lake Resource Management Board** and advise the other in writing of the appointments.
- 6.3.2 Board Meetings. The **Fox Lake Resource Management Board** will meet not later than sixty (60) days following the appointment of its last member. Except during the first year after the **Date of this Agreement**, the **Fox Lake Resource Management Board** will meet at least four (4) times a year at a location agreed upon by Board members.
- 6.3.3 Change in Number of Members. The number of Board members may be changed by agreement in writing between **Fox Lake** and **Manitoba** provided that there is always an equal number of members appointed by each.
- 6.3.4 Alternate Members. Subject to subsection 6.3.5, if any Board member is unable to attend a meeting, the **Party** that appointed that member may, by providing notice in writing to the other **Party**, appoint a temporary replacement of that member.
- 6.3.5 Limitation on Number of Alternate Members. There will be a maximum of one (1) temporary replacement appointed by each **Party** pursuant to subsection 6.3.4 in attendance at any meeting of the **Fox Lake Resource Management Board**.
- 6.3.6 Replacing Members. **Fox Lake** and **Manitoba** may, at any time, by providing notice in writing to the other, revoke the appointment of any member of the **Fox Lake Resource Management Board** appointed by that **Party**, including an alternate member under subsection 6.3.4, and appoint a replacement of that member.
- 6.3.7 Rules and Procedures The **Fox Lake Resource Management Board** may establish its own rules and procedures for the conduct of the business of the Board, consistent with this **Agreement**.
- 6.3.8 Selection of Chairperson. A Chairperson will be selected from among the members of the **Fox Lake Resource Management Board**. The Chairperson will have a vote as a member of the Board but will not have an additional deciding vote as Chairperson.

6.3.9 Quorum. A quorum will be at least three (3) of the members appointed by each of **Fox Lake** and **Manitoba**.

6.3.10 Decisions. Decisions of the **Fox Lake Resource Management Board** will be made by consensus unless a member requests that a vote be taken. Equal numbers of members appointed by each of **Fox Lake** and **Manitoba** will participate in any vote. Every motion put to a vote will be defeated unless supported by a majority of the members appointed by **Fox Lake** and a majority of the members appointed by **Manitoba** participating in that vote.

6.3.11 Sharing of Costs. Notwithstanding section 6.8:

- (a) **Fox Lake** will pay the costs of its representatives on the **Fox Lake Resource Management Board**; and
- (b) **Manitoba** will pay the costs of its representatives on the **Fox Lake Resource Management Board**.

6.4 FUNCTIONS AND PURPOSES OF THE BOARD

6.4.1 Board Activities. In order to promote land use planning and **Resource** management, the **Fox Lake Resource Management Board**:

- (a) will develop and recommend **Resource Management Plans** in accordance with subsection 6.4.2;
- (b) will develop and recommend **Land Use Plans** in accordance with subsection 6.4.5;
- (c) may examine, study and review **Resources**, their use, and matters affecting the same, including the nature and extent of **Fish** and **Wildlife** populations, and their environment;
- (d) may conduct and coordinate monitoring activities, including, subject to subsection 6.4.8, environmental monitoring, of the effects of activities within the **Fox Lake Resource Management Area**, which may include the consideration of any information made available under subsections 6.9.2 and 6.9.3;
- (e) may monitor and review the use and allocation of **Resources**;
- (f) will, where directed to do so by agreement of **Fox Lake** and **Manitoba**, engage in strategic planning in response to initiatives developed by **Fox**

Lake relating to economic and **Resource** related activities within the **Fox Lake Resource Management Area**, including:

- (i) the review of provincial laws and policies relating to land and **Resource** management, including considering any proposed changes to those laws and policies,
 - (ii) the consideration of opportunities for the involvement of the **Resource Management Board, Fox Lake** or **Fox Lake Citizens** relating to the use of **Resources**,
 - (iii) the amalgamation of the **Fox Lake Resource Management Area** with other resource management areas, in a manner consistent with section 6.2,
 - (iv) the cooperation of the **Fox Lake Resource Management Board** with other resource management boards, and
 - (v) other matters jointly agreed to by **Fox Lake** and **Manitoba**;
- (g) may propose subjects for research;
 - (h) may prepare information and communication strategies;
 - (i) may hold meetings and workshops or otherwise consult publicly or privately with any person; and
 - (j) will carry out other responsibilities as may be agreed upon by **Fox Lake** and **Manitoba**, including any responsibilities arising out of a strategic planning activity under paragraph 6.4.1(f).

6.4.2 **Resource Management Plans**. Subject to subsection 6.4.3, the **Fox Lake Resource Management Board** will develop and recommend **Resource Management Plans** for the **Fox Lake Resource Management Area**, or any part thereof, which, without limitation, may include provision for:

- (a) measures to enhance and preserve areas of significant **Fish** and **Wildlife** populations;
- (b) methods of harvesting **Resources**;
- (c) health and safety considerations;

- (d) procedures for the assignment or re-assignment of new, vacant or under-utilized traplines, fishery quotas and wild rice licences;
- (e) enforcement considerations;
- (f) protecting, conserving and enhancing **Resources** and the environment, including areas of ecological, cultural or historical significance;
- (g) prescribing and monitoring levels of use of **Resources**;
- (h) proposing the modification of existing priorities and allocations for domestic, commercial and recreational uses of **Resources** by lease, permit, quota or otherwise;
- (i) resolving conflicts related to the use of **Resources**;
- (j) sustainable development of **Resources**; and
- (k) proposing a role for the **Fox Lake Resource Management Board** in the implementation of the **Resource Management Plan**.

6.4.3 Application of Resource Management Plans. Notwithstanding subsection 6.4.2 and subject to applicable legislation, a **Resource Management Plan** will apply within a **Municipality** only insofar as it does not conflict with a **Development Plan** for the **Municipality** or any part thereof.

6.4.4 Resource Use. **Fox Lake** and **Manitoba** recognize that:

- (a) other individuals may, as provided by law, hunt, trap or fish in the **Fox Lake Resource Management Area**, subject to:
 - (i) the aboriginal and treaty rights of aboriginal peoples recognized and affirmed by section 35 of the *Constitution Act, 1982*, and
 - (ii) **Resource Management Plans** in force;
- (b) the conservation, management and protection of **Resources** in the **Fox Lake Resource Management Area** is desirable; and
- (c) actions under Article 6 by the **Fox Lake Resource Management Board**, **Fox Lake** and **Manitoba** will be consistent with the rights of **Fox Lake** and other aboriginal peoples, the rights of other individuals, and the desirability

of conservation, management and protection of **Resources** in the **Fox Lake Resource Management Area**.

6.4.5 **Land Use Plans**. The **Fox Lake Resource Management Board** will develop and recommend **Land Use Plans** for the **Fox Lake Resource Management Area**, or any part thereof, which, without limitation, may include provision for:

- (a) zoning lands;
- (b) prescribing areas of land or bodies of waters for purposes of regulating use and activities thereon;
- (c) prescribing and regulating land uses;
- (d) establishing administrative arrangements for the construction or occupation of cabins or shelters;
- (e) recognizing and preserving areas of ecological, cultural or historical significance;
- (f) resolving conflicting uses of land; and
- (g) the implementation of a **Land Use Plan**.

6.4.6 **Application of Land Use Plans**. Notwithstanding subsection 6.4.5 and subject to applicable legislation, **Land Use Plans** will not apply within a **Municipality** in which a **Development Plan** is effective.

6.4.7 **Environmental Monitoring by the Board**. The **Fox Lake Resource Management Board** may conduct and coordinate environmental monitoring within the **Fox Lake Resource Management Area**, or any part thereof, which, without limitation, may include the following activities:

- (a) receiving and analyzing environmental data or information:
 - (i) supplied by any **Party**, or
 - (ii) supplied by or obtained from any other source;
- (b) monitoring, investigating, identifying and assessing any environmental data or information;

- (c) collecting information on environmental conditions relevant to the **Fox Lake Resource Management Area**;
- (d) compiling and maintaining a baseline of environmental conditions within the **Fox Lake Resource Management Area**;
- (e) recommending to **Fox Lake, Manitoba** and other interested parties the nature and scope of environmental investigation and monitoring activities which could be undertaken in response to any environmental concern which may arise;
- (f) conducting consultations with interested parties in connection with environmental findings and activities in the **Fox Lake Resource Management Area**; and
- (g) performing such other duties as **Fox Lake** and **Manitoba** may jointly direct.

6.4.8 Environmental Monitoring by the Parties. No **Party** is required to take any action in relation to environmental monitoring except as:

- (a) expressly provided in this **Agreement**; or
- (b) otherwise required by law.

6.5 CONSULTATION ABOUT PLANS

6.5.1 Consultation with Interested Parties. Before recommending that a **Land Use Plan** or **Resource Management Plan** be adopted, the **Fox Lake Resource Management Board** will hold one (1) or more public meetings at such place and in such manner as it determines appropriate in order to provide information to and obtain the view of interested parties.

6.5.2 Giving Notice. The **Fox Lake Resource Management Board** will give at least thirty (30) days written notice of the meeting under subsection 6.5.1, with a copy of any proposed plan or recommendation to:

- (a) **Hydro**;
- (b) any First Nation which could be affected by the plan;
- (c) any **Municipality** within the **Fox Lake Resource Management Area**;

- (d) any third party that the **Fox Lake Resource Management Board** considers appropriate to be notified; and
- (e) any board or group that **Manitoba** or **Fox Lake** advises the **Fox Lake Resource Management Board** be notified.

6.6 ADOPTION OF PLANS AND RECOMMENDATIONS

- 6.6.1 Submission of Plans and Recommendations to Fox Lake and Manitoba. The **Fox Lake Resource Management Board** will submit proposed **Land Use Plans, Resource Management Plans**, environmental monitoring plans or any recommendations to **Fox Lake** and **Manitoba** accompanied by written reasons for supporting the plan or recommendation and written confirmation of consultation and notice in accordance with subsections 6.5.1 and 6.5.2, and **Fox Lake** and **Manitoba** will each consider this submitted plan or recommendation within ninety (90) days of submission.
- 6.6.2 Adoption of Plans and Recommendations. Where **Fox Lake** and **Manitoba** both advise the **Fox Lake Resource Management Board** that a plan or recommendation submitted under subsection 6.6.1 is acceptable for adoption, each will promptly take all appropriate steps within its jurisdiction to give such plan or recommendation full effect and will promptly provide the **Fox Lake Resource Management Board** with documentation evidencing that such effect has been given.
- 6.6.3 Non-Adoption of Plans and Recommendations. If either **Fox Lake** or **Manitoba** does not adopt a plan or recommendation of the **Fox Lake Resource Management Board** submitted to it under subsection 6.6.1, the **Party** not adopting the plan or recommendation will, within the ninety (90) day period referred to in subsection 6.6.1:
- (a) refer the matter to the Board for further consideration; and
 - (b) provide written reasons for its decision not to adopt the plan or recommendation to the Board, with a copy to the other **Party**.
- 6.6.4 Resubmission of Plan or Recommendation to Fox Lake and Manitoba. Where either **Fox Lake** or **Manitoba** has referred a matter to the **Fox Lake Resource Management Board** for further consideration under paragraph 6.6.3(a), the **Fox Lake Resource Management Board** may, within thirty (30) days following its next meeting, submit to **Fox Lake** and **Manitoba**:
- (a) a revised plan or recommendation; or

- (b) a request that the plan or recommendation first submitted under subsection 6.6.1 be reconsidered, including such additional information as the **Fox Lake Resource Management Board** may consider relevant.

6.6.5 Final Decision. **Fox Lake** and **Manitoba** will each, within ninety (90) days of a submission of a plan, recommendation or request under subsection 6.6.4, advise the **Fox Lake Resource Management Board** and the other **Party** in writing of its decision on whether or not it adopts the plan or recommendation.

6.6.6 No Further Submission. Where a plan or recommendation submitted under subsection 6.6.4 is not adopted by both **Fox Lake** and **Manitoba**, the **Fox Lake Resource Management Board** may not make a further submission under subsection 6.6.4 of the same plan or the same recommendation without first having obtained the approval of both **Fox Lake** and **Manitoba**.

6.6.7 Extensions. Time limits set forth in section 6.6 may be extended by agreement in writing between **Fox Lake** and **Manitoba**.

6.6.8 Plans and Recommendations of No Force or Effect. Unless adopted by both **Fox Lake** and **Manitoba**, no **Resource Management Plan** or **Land Use Plan** developed by the **Fox Lake Resource Management Board** or recommendation of the **Fox Lake Resource Management Board** will have any force or effect.

6.6.9 Review of Plans and Recommendations. The **Fox Lake Resource Management Board** will conduct a regular review of all adopted plans and recommendations and, where the **Fox Lake Resource Management Board** considers necessary, propose amendments to **Fox Lake** and **Manitoba** along with supporting reasons. The procedures set out in subsections 6.6.1 to 6.6.8, inclusive, will apply to any proposed amendments.

6.7 ALLOCATIONS OF LAND AND RESOURCES

6.7.1 Application of Section 6.7. Section 6.7 applies only to allocations of land and **Resources** in circumstances where there is no applicable approved **Land Use Plan** or **Resource Management Plan**.

6.7.2 Forwarding of Requests by Manitoba to Board. Pending approval of any **Land Use Plan** or **Resource Management Plan** with respect to the lands and **Resources** within the **Fox Lake Resource Management Area**, **Manitoba** will forward to the **Fox Lake Resource Management Board** for its consideration a copy of any request or application for an allocation or disposition of **Resources** related to Crown (Manitoba) land in the **Fox Lake Resource Management Area** and a copy of any application for a mineral exploration licence, quarry lease or quarry permit under *The Mines and Minerals Act* (Manitoba).

- 6.7.3 Forwarding Requests by Fox Lake to Board. Pending approval of any **Land Use Plan** or **Resource Management Plan** with respect to the lands and **Resources** within the **Fox Lake Resource Management Area**, **Fox Lake** will forward to the **Fox Lake Resource Management Board** for its consideration a copy of any request or application for an allocation or disposition of **Resources** related to **Reserve** land in the **Fox Lake Resource Management Area**.
- 6.7.4 Consideration of Requests by Board. The **Fox Lake Resource Management Board** will consider requests or applications forwarded to it under subsection 6.7.2 or 6.7.3 within forty-five (45) days of the request or application.
- 6.7.5 Recommendation by Board. Where the **Fox Lake Resource Management Board** considers a request or application under subsection 6.7.4, the **Fox Lake Resource Management Board** may submit recommendations to the **Party** which forwarded the request or application under subsection 6.7.2 or 6.7.3, in which case the procedures set out in subsections 6.6.1 to 6.6.8, inclusive, will apply with necessary modifications.
- 6.7.6 No Recommendation by Board. In the absence of a recommendation being submitted by the **Fox Lake Resource Management Board** within the time period provided under section 6.6, **Fox Lake** or **Manitoba**, in the sole discretion of each, may act within its respective jurisdiction upon such requests or applications and will advise the **Fox Lake Resource Management Board** of its actions.
- 6.7.7 Transitional Measures. From the **Date of this Agreement** to the date the **Fox Lake Resource Management Board** first meets, **Fox Lake** and **Manitoba** will defer any request or application for an allocation or disposition of **Resources** within the **Fox Lake Resource Management Area** which is received after the **Date of this Agreement**. Where **Manitoba** has, prior to the **Date of this Agreement**, provided copies of a request or application to **Fox Lake**, and deferred such request or application pending the execution of this **Agreement**, **Manitoba** will provide such request or application and any new request or application to the **Fox Lake Resource Management Board** at its first meeting, and the **Fox Lake Resource Management Board** will submit its recommendation on any such request or application within forty-five (45) days of the appointment of the last member of the Board, and the procedures set out in subsections 6.6.1 to 6.6.8 inclusive will apply with necessary modifications.

6.8 PROGRAMS AND BUDGETS

- 6.8.1 Annual Program and Budget. On or before September 1 in any year, except for the first year of this **Agreement**, the **Fox Lake Resource Management Board** will submit to **Fox Lake** and **Manitoba** for approval an annual program and budget for the next fiscal year, approved by the Board. **Fox Lake** and **Manitoba**

each will, within ninety (90) days of receiving the annual program and budget, advise the **Fox Lake Resource Management Board** and the other **Party** in writing as to whether it accepts or rejects all or part of the annual program and budget. Where all or part of the annual program and budget is rejected by **Fox Lake** or **Manitoba**, **Fox Lake** or **Manitoba**, as the case may be, will provide reasons for its rejection, and the **Fox Lake Resource Management Board** will consider and submit a revised annual program and budget.

6.8.2 Budget Components. The annual program and budget may:

- (a) include anticipated requirements for:
 - (i) staff, facilities, equipment and administration,
 - (ii) public meetings, consultations and hearings,
 - (iii) research, publications and public education,
 - (iv) technical assistance,
 - (v) environmental monitoring, and
 - (vi) other programs or activities determined by the **Fox Lake Resource Management Board**; and
- (b) include anticipated requirements for activities associated with consultation by **Manitoba** and others with **Fox Lake** including consultation about matters outside the **Fox Lake Resource Management Area**, and
- (c) identify how the budget will be funded and to whom elements of the budget will be paid.

6.8.3 Fiscal Year. The fiscal year of the **Fox Lake Resource Management Board** will commence on April 1 in each year unless changed by agreement in writing between **Fox Lake** and **Manitoba**.

6.8.4 Reports. The **Fox Lake Resource Management Board**:

- (a) will within ninety (90) days after the end of the fiscal year provide **Fox Lake** and **Manitoba** with a written report which includes:
 - (i) a description of the activities carried out during the year,

- (ii) a summary of decisions and recommendations,
 - (iii) an evaluation of the success or failure of the activities undertaken, and the reasons therefor, and
 - (iv) an identification of any deficiencies in activities related to land use planning, resource management and environmental monitoring; and
- (b) may produce, from time to time, other reports or materials.

6.9 ASSISTANCE AND INFORMATION

6.9.1 Technical Support. Technical support for land use planning, **Resource** management and environmental monitoring normally available from **Manitoba** will be made available to, and coordinated with programs of, the **Fox Lake Resource Management Board**, without charge. However, in those instances where a fee or charge has been established, it will be levied, unless otherwise waived by **Manitoba**.

6.9.2 Requesting Information. **Fox Lake** and **Manitoba** will each, upon the written request of the **Fox Lake Resource Management Board**, **Fox Lake** or **Manitoba**, and subject to payment, unless waived, of any set fee or charge, provide the **Fox Lake Resource Management Board** with information within its control about matters being dealt with by or of interest to the **Fox Lake Resource Management Board**.

6.9.3 Requesting Assistance. **Fox Lake** and **Manitoba** will each, upon the written request of the **Fox Lake Resource Management Board**, **Fox Lake** or **Manitoba**, provide to the **Fox Lake Resource Management Board**:

- (a) information concerning the application of existing laws, policies, procedures and plans affecting management or use of **Resources** in the **Fox Lake Resource Management Area**;
- (b) information concerning any proposed changes to any laws, policies, procedures and plans affecting management or use of **Resources** in the **Fox Lake Resource Management Area** to the extent that that information is not confidential or privileged;
- (c) any completed reports, data, findings or recommendations prepared or submitted by any board or group advising **Fox Lake** or **Manitoba** on

matters which might relate to or affect the management of **Resources** in the **Fox Lake Resource Management Area**; and

- (d) assistance in drafting any recommendation or plan. This will not imply that **Manitoba** or **Fox Lake** will adopt the recommendation or plan.

6.9.4 Disclosure subject to Legislation. Provision of information under Article 6 will be subject to the restrictions on use and disclosure of information set out in *The Freedom of Information and Protection of Privacy Act* (Manitoba).

6.10 GENERAL

6.10.1 No Derogation. Nothing in Article 6 will derogate from any authority of **Fox Lake** or **Manitoba**, each within its respective jurisdiction, ownership or administration and control, over the **Resources** in the **Fox Lake Resource Management Area**.

6.10.2 Aboriginal or Treaty Rights Not Affected. Nothing in Article 6 affects the right of **Fox Lake** or **Fox Lake Citizens** to assert and rely on their existing aboriginal, treaty or constitutional rights in the **Traditional Territory**.

6.10.3 Access to Lands. Nothing in Article 6 restricts the right of any person to enter on Crown (Manitoba) lands for any lawful purpose.

6.10.4 Existing Rights. Nothing in Article 6 will affect any rights or privileges granted under any licences, permits, leases or approvals issued by or on behalf of **Fox Lake** or **Manitoba** prior to the **Date of this Agreement**.

6.10.5 Statutory Requirements. Nothing in Article 6 alters any statute or any statutory authority or requirement or confers any statutory approval.

6.10.6 Discontinuance. **Fox Lake** and **Manitoba** may, by agreement in writing:

- (a) discontinue the **Fox Lake Resource Management Board** and its activities; or
- (b) assign the functions of the **Fox Lake Resource Management Board** under Article 6 to other entities.

6.10.7 No Revenue Sharing. The functions and purposes of the **Fox Lake Resource Management Board** do not extend to consideration of royalties, income or other revenue derived from or attributable to **Resources**, and nothing in this **Agreement** entitles **Fox Lake** or **Manitoba** to share in the royalties, income or

other revenue derived from **Resources** within the other's jurisdiction, ownership or administration and control.

6.10.8 Amendment of Article 6. Except for section 6.5, **Fox Lake** and **Manitoba** may amend Article 6, by agreement in writing, provided that any such amendment is not prejudicial to **Hydro**.