



**SAGKEENG
NATION**



**AGREEMENT & ACCORD
BETWEEN
SAGKEENG NATION
AND
MANITOBA HYDRO**

1997

THIS AGREEMENT and ACCORD dated March 21, 1997.

BETWEEN:

SAGKEENG NATION

and

MANITOBA HYDRO

(collectively, “the Parties”)

WHEREAS:

- A. The lands and waters traditionally used by the Nation centre on the Winnipeg River;
- B. In carrying out its undertaking and operations pursuant to its mandate (“the project”), Manitoba Hydro has used and continues to use lands and waters to operate an electrical power system in and for the Province of Manitoba;
- C. Manitoba Hydro acknowledges that the project has affected the Nation;
- D. The Parties desire to reconcile their differences and to establish the basis for a new relationship.
- E. Manitoba Hydro respects the Nation’s desire for this Accord to be compatible with its laws and traditions;
- F. Both parties wish to ensure that this Accord is consistent with their respective legal powers and authorities;
- G. The Parties have agreed to reconcile their differences and settle outstanding grievances as provided (and except as provided) by this Accord;

THEREFORE, in consideration of the matters agreed below, the parties agree that:

1. **Resolution**

All issues arising from the project, or affecting the relationships between the Nation and Manitoba Hydro, to the date of this Accord are, except as otherwise provided by this Accord, hereby resolved.

2. **Consideration**

Manitoba Hydro shall make payments in accordance with the schedule below:

Payment	Due date
\$1 000 000.00	March 31, 1997
\$ 250 000.00	October 31, 1998
\$ 250 000.00	October 31, 1999
\$ 250 000.00	October 31, 2000
\$ 250 000.00	October 31, 2001
\$ 250 000.00	October 31, 2002
\$ 250 000.00	October 31, 2003
\$ 250 000.00	October 31, 2004
\$ 250 000.00	October 31, 2005
\$ 250 000.00	October 31, 2006

The payments shall be made in the name of “Sagkeeng Nation in Trust”. Time is of the essence in respect of these payments and late payments shall attract interest calculated at the rate charged by Canadian Chartered Banks to their most favoured customers plus 5%.

3. **Aboriginal Claims**

a) No claim of any nature will be made by the Nation before November 1, 2006, against Manitoba Hydro or Manitoba in respect of interferences with the exercise of aboriginal and Treaty rights which arose or arise out of Manitoba Hydro’s existing project or its existing operation.

b) No claim of any nature will be made by the Nation at any time against Manitoba Hydro or Manitoba in respect of interferences with the exercise of aboriginal and Treaty rights which arose or arise before November 1, 2006 out of Manitoba Hydro’s existing project or its existing operation.

4. **Claims for Compensation**

No claim for compensation for loss or damage of any kind, past or future, will be made by the Nation at any time against Manitoba Hydro or Manitoba arising out of Manitoba Hydro’s existing project or its existing operation, which matters are fully settled and resolved. Except for such claims for compensation for loss or damage, nothing in this Article 4 shall affect claims in respect of interferences with the exercise of aboriginal or Treaty rights.

5. **Collective Claims**

For the purposes of Articles 3 and 4, “claims” includes claims made by the Nation in relation to the collective interests shared in common by all the members of the Nation.

6. **Lands traditionally used**

For greater certainty, references to aboriginal and Treaty rights in Articles 3 and 4 shall be deemed to refer to aboriginal and Treaty rights of the Nation as exercised within the lands and waters traditionally used by the Nation.

7. **Matters Excluded**

Notwithstanding anything in this Accord, it does not address or resolve, or otherwise affect the positions of the Parties in respect of:

- a) Any matter whatever in respect of erosion of, or the taking or using of, reserve land;
- b) Any development or redevelopment, by Manitoba Hydro after the date of this Accord, and having a significant effect on the Nation;
- c) Any substantial change in operation of the existing project having a significant effect on the Nation.

8. **Costs**

The Nation acknowledges that Manitoba Hydro has underwritten its costs for counsel and community consultation in concluding this Accord.

9. **Without prejudice**

This Accord is without prejudice to Manitoba Hydro’s position that it has obtained all authorities necessary for the construction and operation of the project and does not legally require the consent of the Nation, and is without prejudice to the Nation’s position that Manitoba Hydro should obtain consent in accordance with Sagkeeng Law before implementing measures which may affect the viability of the Nation or the livelihood of its members.

10. **No admission**

Nothing in this Accord shall be construed as an admission of liability in respect of the effects of the project on Lake Winnipeg.

11. **Definitions**

In this Accord:

- a) “this Accord” means this Agreement and Accord;
- b) “Manitoba Hydro” means the Manitoba Hydro-Electric Board and any successor entity;
- c) “Manitoba” means Her Majesty the Queen in Right of the Province of Manitoba;
- d) “the Nation” means the “Sagkeeng Nation”, and for the purposes of this Accord both terms shall be deemed to include the Sagkeeng First Nation, Band 262, and any predecessor or successor entity.

12. **Aboriginal and Treaty rights**

Notwithstanding anything in this Accord, it shall not affect aboriginal or Treaty rights, but this Accord is intended to address issues arising from interferences with the exercise of aboriginal and Treaty rights.

13. **Successors**

This Accord is binding upon successors of the parties.

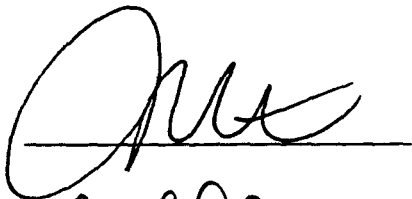
14. Warranty

By execution, the parties each warrant that they have authority to enter into and be bound by this Accord.

SIGNED on behalf of the Parties:

SAGKEENG NATION:

MANITOBA HYDRO:




Al RDB

Ben

Peter R. Johnson

Lance Johnson



D. Munro

