

THIS AGREEMENT AMONG:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,  
as represented by The Minister of Indian Affairs and  
Northern Development,

(hereinafter referred to as "**Canada**"),

OF THE FIRST PART,

- and -

HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF MANITOBA,  
as represented by The Minister of Northern Affairs,

(hereinafter referred to as "**Manitoba**"),

OF THE SECOND PART,

- and -

THE NORWAY HOUSE CREE NATION,  
as represented by the **Chief and Council**

(hereinafter referred to as "**Norway House Cree Nation**"),

OF THE THIRD PART,

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD,  
(hereinafter referred to as "**Hydro**"),

OF THE FOURTH PART.

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# **NORWAY HOUSE CREE NATION**

**Master Implementation Agreement**

## **Article 1**

***Agreement and  
Interpretation***



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THIS AGREEMENT made as of the 31 day of December, 1997.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,  
as represented by The Minister of Indian Affairs and  
Northern Development,

(hereinafter referred to as "**Canada**"),

OF THE FIRST PART,

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF MANITOBA, as represented by The  
Minister of Northern Affairs,

(hereinafter referred to as "**Manitoba**"),

OF THE SECOND PART,

- and -

THE NORWAY HOUSE CREE NATION, as  
represented by the **Chief and Council**

(hereinafter referred to as "**Norway House Cree  
Nation**"),

OF THE THIRD PART,

THE MANITOBA HYDRO-ELECTRIC BOARD,  
(hereinafter referred to as "**Hydro**"),

OF THE FOURTH PART.

WHEREAS the **Parties** are parties to the **NFA**, with **Norway House Cree Nation** formerly represented with respect to the **NFA** by the **NFC**, as its agent, and now acting on its own behalf;

AND WHEREAS pursuant to the **NFA** there are obligations on each of the **Parties** which the **Parties** wish to resolve on a comprehensive basis;

AND WHEREAS the **Parties**, through the performance of the undertakings of this **Agreement**, implement and settle their respective obligations under the **NFA**.

NOW THEREFORE the **Parties** agree as follows:

## ARTICLE 1

### 1.0 AGREEMENT AND INTERPRETATION

#### 1.1 AGREEMENT

1.1.1 Contents. The following Schedules are attached to and form part of this **Agreement**:

Schedule 1.1	<b>Financial Schedule</b>
Schedule 1.2	Past Payments
Schedule 1.3	Trust Indenture
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Schedule 11.2	Undertaking of <b>Arbitrator</b>
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Schedule 13.1	Community Consultation Report
Schedule 13.2	List of Federal Departments Consulted
Schedule 13.3	List of Provincial Departments Consulted
Schedule 13.4	Certificate of Independent Legal Advice

## 1.2 INTERPRETATION

1.2.1 Definitions. For all purposes within this **Agreement**, unless otherwise specifically provided, the following words and phrases, when capitalized and printed in bold type, whether in the plural or the singular, shall have the meaning ascribed to them in this Article:

**Adult Member** means a **Member** who, at the relevant time, has attained the age of eighteen (18) years.

**Adverse Effects** means the direct or indirect negative consequences of the **Project** or the operation thereof by **Hydro**, which consequences impact on or change the physical, chemical or biological characteristics of the environment and which consequences include, without limitation, risks or injuries to the health, safety, well-being, comfort or enjoyment of life by **Norway House Cree Nation** or **Members**, and which consequences impact on interests in and the exercise of rights in relation

to lands, pursuits, activities, opportunities, lifestyles and assets of **Norway House Cree Nation or Members**.

**Agreement** means this agreement, which is also referred to as the Norway House Master Implementation Agreement, and all schedules listed in Article 1.1.1, including the arrangements between the **Parties** set forth in the **Indenture**, and the easement agreements attached as Schedules to this **Agreement**, notwithstanding that those documents, once executed, shall in themselves, have binding force.

**Arbitrator** means a person appointed under Article 11 to arbitrate disputes.

**A.S.L.** means above sea level as established by Geodetic Survey of Canada, Revision No. 1 dated December, 1970.

**Asset Replacement** means an accumulation and disbursement of moneys for the replacement of a **Capital Work** at the end of the functional life thereof.

**Asset Replacement Sub-account** means the sub-account established under Section 10.2 of the **Indenture**, the use and purpose of which is set out in Sections 11.7, 11.9 and 11.10 of the **Indenture**.

**Assets** means all property of every nature and kind of the **Trust**, held in the name of the **Corporate Trustee** in its capacity as **Corporate Trustee**, or in the name of a nominee or agent of the **Corporate Trustee**, including any dividends paid or payable by the **Land Corporation**, but not including any share issued by the **Land Corporation** or **Trust Payments**.

**Basic Planning Statement** means a basic planning statement as defined in The Planning Act (Manitoba).

**Canada** means Her Majesty the Queen in Right of Canada who, for the purposes of this **Agreement**, is represented by the Minister of Indian Affairs and Northern Development.

**Capital Work** means any permanent structure or work erected, constructed, acquired or developed using **Settlement Proceeds** or **Trust Payments**.

**Chief** means the Chief of **Norway House Cree Nation** elected and in office and includes a Councillor designated by **Chief and Council** to perform the duties of the **Chief** in the absence or incapacity of the **Chief**.

**Chief and Council** means the Council of **Norway House Cree Nation** elected and in office.

**Claimant** means any **Member** or **Community Organization** (except **Chief and Council** and **Norway House Cree Nation**), who or which suffered loss or damage resulting from or attributable to an **Adverse Effect** and who or which files a claim under Article 10.

**Claims Account** means the account established under Section 10.2 of the **Indenture**, the use and purpose of which is set out in Section 12 of the **Indenture**.

**Claims Officer** means a person appointed by **Chief and Council** under Article 10.3 to investigate and decide **Claims**.

**Commercial Fishing** means the activity of commercial fishing on Playgreen Lake and(or) on Lake Winnipeg in accordance with the licensing requirements of the relevant authority.

**Commercial Fishing Association** means a **Community Organization**, recognized by **Chief and Council** under Section 14.4 of the **Indenture**, which:

- (a) is a cooperative, a corporation without share capital or an unincorporated association;
- (b) is wholly or substantially comprised of **Members**;
- (c) represents a majority of those **Members** engaged in **Commercial Fishing**; and
- (d) does not exclude from membership any **Member** who is a present or future holder of a licence for **Commercial Fishing**.

**Commercial Fishing Sub-account** means the sub-account established under Section 10.2 of the **Indenture**, the use and purpose of which is set out in Section 14 of the **Indenture**.

**Community Approval Process** means the community approval process established by Section 8 of the **Indenture**, and the procedures set forth therein.

**Community Development Account** means the account established under Section 10.2 of the **Indenture**, the use and purpose of which is set out in Section 11 of the **Indenture**.

**Community Organization** means any of:

- (a) **Chief and Council**;
- (b) **Norway House Cree Nation**;
- (c) any group or unincorporated association whose membership is wholly or substantially comprised of **Members**;
- (d) any unincorporated association established by **Chief and Council**;
- (e) any corporation or co-operative, with share capital, wholly or substantially owned, legally or beneficially, and controlled by **Norway House Cree Nation** or **Members**;
- or
- (f) any corporation or co-operative, without share capital, the membership of which consists wholly or substantially of **Norway House Cree Nation** or **Members**.

**Compensation Lands** means the lands to be transferred to **Canada** to be set apart as **Reserve Lands** for **Norway House Cree Nation** pursuant to Article 3.

**Compensated Range** means the range of **Flows** set forth in Article 2.4.1 and described graphically in Schedule 2.1.

**Controlling Bench Marks** means any one of:

- (a) Norway House No. 68-M-003 Lat. 53-58.8 Long. 97-50.0 Nurses residence, tablet in west or front concrete foundation 0.6 metres (2.0 feet) north of southwest corner and 1.2 metres (4.0 feet) below top of foundation, 0.3 metres (1.0) foot above lawn, Elevation of 221.273 metres (725.96 feet) **A.S.L.**;
- (b) Norway House BM6 M6873 Norway House Forestry Island, Brass cap set in bedrock on north side of island at the old recorder site, Elevation of 217.783m (714.51ft) **A.S.L.**;
- (c) Norway House 5 Lat. 53-58.8 Long. 97-50.0 U. No. 68M036, being a tablet in top of rocky shoreline, directly across river from post office, established by Inland Waters Branch, Elevation of 219.511m (720.18 ft) **A.S.L.**;
- (d) Norway House 4 Lat. 53-58.8 Long. 97.50.0 U. No. 68M035 being a tablet in top of rock outcrop, halfway between post office and Hudson Bay wharf, established by Inland Waters Branch, Elevation of 219.114m (718.88 ft) **A.S.L.**;

or any replacement bench mark established as provided in Article 2.2.2(h).

**Controlling Bench Mark (Montreal Point)** means Montreal Point 3 (U. No. 68M033) Lat. 53-37.0 Long. 97-50.0 Montreal Point, on east shore of Lake Winnipeg near outlet, 25.6 miles (by air) south of Norway House post office and 5.6 miles (by air) south of Warren Landing, tablet in top of rocky point 150 feet west of fish station, 79 feet northerly from Montreal Point 1 (U. No. 68M031) and 40 feet northerly from Montreal Point 2 (U. No. 68M032), elevation of 219.059m (718.7 ft.) **A.S.L.**, or any replacement benchmark established as provided in Article 2.2.2(h).

**Corporate Trustee** means the trust corporation which is the signatory to the **Indenture** and any successor in that office and includes, where transitional obligations are being fulfilled and the context requires, both an outgoing and an incoming trustee.

**Council Resolution** means a resolution duly passed by **Chief and Council**.

**Daily Average Flow** means the average **Flow** in one calendar day or a valid representative substitute for such average **Flow** if the **Flow** data upon which such **Flow** has been calculated is unavailable or demonstrably in error.

**Daily Average Water Level** means:

- (a) the arithmetic average of readings of water levels recorded in a day at the **Norway House Gauge**, taken each hour, from 0100 to 2400 on the hour, for that day and where relevant adjusted to eliminate the effects of wind; or
- (b) a valid representative substitute for such hourly readings, if such hourly readings are unavailable or demonstrably in error.

**Date of this Agreement** means the date this **Agreement** has been executed by all **Parties**.

**Development Plan** means a development plan as defined in The Planning Act (Manitoba).

**Elder** means a **Member** designated pursuant to Section 4.2 of the **Indenture**.

**Environmental Monitoring Sub-account** means the sub-account established under Section 10.2 of the **Indenture**, the use and purpose of which is set out in Section 11.3 of the **Indenture**.

**Existing Development** means all those physical works related to hydro-electric development on the Churchill, Nelson, Rat and Burntwood River Systems and the development of the Lake Winnipeg Regulation System north of the 53rd parallel, to the extent such works have been physically developed and constructed by or on behalf of **Hydro** to the **Date of this Agreement**; and, without limiting the generality of the foregoing, includes all dams, dikes, channels, control structures, excavations, generating stations, roads, transmission lines and other works forming part of, or related to, all aspects of such hydro-electric development including

- Lake Winnipeg Regulation,
- Churchill River Diversion, including without limitation, the Notigi and Missi control structures,
- Grand Rapids Generating Station,
- Laurie River Generating Station,
- Kelsey Generating Station,
- Kettle Generating Station,
- Long Spruce Generating Station,
- Limestone Generating Station,

and the access road and other physical construction with respect to the proposed Conawapa Generating Station.



**Extraordinary Event** means **Flow** outside of the **Compensated Range** and the **Pre-determined Compensation Range**.

**Fee Simple Setback Lines** means the lines marking the inland boundaries of the **Montreal Point Easement Lands** and the **Sandy Bar Easement Lands**.

**Financial Schedule** means Schedule 1.1 to this **Agreement**.

**Fish** means fish as defined in the Fisheries Act (Canada).

**Flow** means the aggregate average daily discharge, in cubic feet per second (cfs), of the west channel of the Nelson River measured at **Jenpeg Flow Station** and the east channel of the Nelson River measured downstream of Sea River Falls at the **Sea River Falls Flow Station** as set forth in Article 2.2.1, or a valid representative substitute for such calculation, if the data upon which such calculation has been or is to be based is unavailable or demonstrably in error.

**Funds Available** means the funds from the **Trust** which are available in a fiscal year to fund proposals, plans or initiatives put forward by **Chief and Council, Community Organizations and Members**, the amount of which is calculated in accordance with Sections 6.3 (h) and (i), 10.6, 10.7, and 10.8 of the **Indenture**.

**Future Development** means:

- (a) the construction of any portion or parts of the **Project** not physically constructed at the **Date of this Agreement**; and
- (b) all major redevelopment or reconstruction of any **Existing Development**;

which construction, reconstruction or redevelopment has a reasonable likelihood of having a material and continuing physical, chemical or biological impact upon a water body within the **Norway House Resource Management Area**.

**Gauging Station** means a location and facility where systematic records of water levels are obtained or **Flows** are monitored.

**Hydro** means the Manitoba Hydro-Electric Board.

**Hydro Bond** means any:

- (a) bond issued by **Hydro** pursuant to the **Financial Schedule** in the form and content of Schedule 1.4, provided that for the **Hydro Bond** in the amount of four million, five hundred thousand (\$4,500,000.00) dollars, conditions no. 2 and no. 6 of the Schedule 1.4 form shall be amended to provide for issuance and redemption on the same terms but in denominations of five hundred thousand (\$500,000.00) dollars or integral multiples thereof; or
- (b) any replacement bond or new bond issued by **Hydro** pursuant to Article 6.3.1 or 10.8.3.

**Income** means realized capital gains net of realized capital losses, interest, dividends and rental income of the **Assets**.

**Indenture** means the trust agreement in the form and content of Schedule 1.3.

**Integrated Land Use and Resource Management** means the joint management of lands and resources in the **Norway House Resource Management Area** under the authority and control of **Manitoba and Norway House Cree Nation** in their respective jurisdictions.

**Inundation Easement** means the interest in **Inundation Easement Lands** to be granted by **Canada** to **Hydro** and **Manitoba** under the terms of the **Inundation Easement Agreement**.

**Inundation Easement Agreement** means the agreement in the form and content of Schedule 3.4.

**Inundation Easement Lands** means one or more parcels of the lands described in Schedule 3.9 which are to be subject to the **Inundation Easement**.

**Jenpeg Flow Station** means a flow monitoring station operated by **Hydro** and identified as Water Survey of Canada Gauging Station No. 05UB009 referred to as Nelson River (West Channel) at Jenpeg located at Latitude 54°29'53" N and Longitude 098°02'53" W, or any replacement gauge established pursuant to Article 2.2.2.

**Land Corporation** means the corporation established pursuant to Article 4, which is also referred to as the **Norway House Land Corporation** in Schedules 4.5 and 4.6.

**Land Use Permit** means a land use permit issued by **Manitoba** under The Crown Lands Act (Manitoba) authorizing the occupation or use of a parcel of Crown Land.

**Major Capital Work** means a **Capital Work** for which funds are accumulated over a number of fiscal years in accordance with Sections 8.2(f), 8.7(b)(i), 11.11, 11.12 and 17.14, of the **Indenture**.

**Major Capital Work Sub-account** means the sub-account established under Section 10.2, the use and purpose of which is set out in Section 11.12.

**Majority Vote** means a vote of **Adult Members**, at a **Meeting of Members**, where a majority of those **Adult Members** in attendance and voting approve the matter voted upon. The vote shall be by a show of hands, unless a secret ballot is requested by a minimum of twenty (20) such **Adult Members**.

**Manitoba** means Her Majesty the Queen in Right of the Province of Manitoba who, for the purposes of this **Agreement**, is represented by the Minister of Northern Affairs.

**Meeting of Members** means a meeting of **Members on Reserve**, notice of which is provided for, and described in Section 3.10 of the **Indenture**.

**Member** means a person who, at the relevant time, is a member of **Norway House Cree Nation** pursuant to the Indian Act (Canada).

**Minimum Capital Amount** means an amount required to be in the **Trust** at the end of a fiscal year, but not including the value, if any, of:

- (a) the Economic Investment Sub-account established pursuant to Section 10.2 of the **Indenture**;
- (b) the **Environmental Monitoring Sub-account**;
- (c) the **Operation and Maintenance Sub-account**;
- (d) the **Asset Replacement Sub-account**;
- (e) the **Major Capital Work Sub-account**; and
- (f) the **Claims Account**.

The **Minimum Capital Amount** for the fiscal year:

1997	shall not be less than	\$15,425,272;
1998	shall not be less than	\$13,948,537;
1999	shall not be less than	\$18,974,012;
2000	shall not be less than	\$19,024,131;

2001	shall not be less than	\$18,225,586;
2002	shall not be less than	\$21,370,701; and
2003	shall not be less than	\$47,527,082.

For all fiscal years subsequent to 2003, the **Minimum Capital Amount** is an amount calculated in accordance with Section 10.5 of the **Indenture**.

**Minister** means the minister, federal or provincial, responsible for the exercise of powers in relation to the matter in question.

**Montreal Point Easement** means the interest in land to be granted under the **Montreal Point Easement Agreement**.

**Montreal Point Easement Agreement** means the agreement in the form and content of Schedule 4.6.

**Montreal Point Easement Lands** means the lands which are subject to the **Montreal Point Easement**.

**Multi-year Program or Capital Work** means a proposal, plan or initiative, including a **Capital Work**, for which **Funds Available** are approved for more than one (1) fiscal year.

**Municipality** means a city, town, village, rural municipality, local government district or other like municipal organization and includes a community under The Northern Affairs Act (Manitoba).

**Net Value of the Assets** means the amount at any specific date by which the value of the **Assets**, including the value of any **Settlement Proceeds** held by **Canada** for the use and benefit of **Norway House Cree Nation**, but not including the value, if any, of:

- (a) the Economic Investment Sub-account established pursuant to Section 10.2 of the **Indenture**;
- (b) the **Environmental Monitoring Sub-account**;
- (c) the **Operation and Maintenance Sub-account**;
- (d) the **Asset Replacement Sub-account**;
- (e) the **Major Capital Work Sub-account**; and
- (f) the **Claims Account**;

exceeds the **Obligations of the Trust**. An issued **Hydro Bond** will be valued at its face amount and all other property comprising the **Assets** is to be valued at the lower of cost or market value.

**NFA** means the agreement dated December 16, 1977, between **Manitoba, Hydro, the NFC and Canada**, including all schedules annexed thereto, and includes the Economic Development Agreement between the same parties and dated the 1st day of September, 1977.

**NFC** means the Northern Flood Committee, Inc.

**Normal Funding and Programming** means the moneys or services which may be granted by the Government of Canada or the Government of Manitoba pursuant to appropriation acts of the Parliament of Canada or of the Legislative Assembly of Manitoba, and which may be available on a discretionary basis to persons, entities or groups in Canada or Manitoba, and which could be at the relevant time available or potentially or conditionally available to **Norway House Cree Nation, Chief and Council, or Members**.

**Norway House Cree Nation** means Norway House Cree Nation, Band #278, a "band" within the meaning of the Indian Act (Canada), which for all purposes of this **Agreement** is represented by **Chief and Council**.

**Norway House Environmental Monitoring Agency** means the agency established under Article 7.2.1.

**Norway House Gauge** means Water Survey of Canada Gauging Station No. 05UB001, referred to as "Nelson River at Norway House", located at Latitude 54°00' 00" N Longitude 097°48' 00" W or such replacement gauge as may be established pursuant to Article 2.2.2.

**Norway House Resource Management Area** means the area described and shown on Schedule 5.1 to this **Agreement** and includes the rivers and lakes therein and the **Reserve Lands** which from time to time may be included, subject to changes that may be made in accordance with Article 5 of this **Agreement**.

**Norway House Resource Management Board** means the board established under Article 5.3.1.

**Norway House Trustees** means the individual trustees signatory to the **Indenture** and their successors in office.

**Obligation of the Trust** means an obligation set out in Section 17.2(a) of the **Indenture**.

**Operating Year** means the annual period from April 1 to the following March 31.

**Operation and Maintenance** means works, administration, management and activities reasonably necessary for the ongoing operation, maintenance and repair of a **Capital Work**.

**Operation and Maintenance Sub-account** means the sub-account established under Section 10.2 of the **Indenture**, the use and purpose of which is set out in Sections 11.4 and 11.6 of the **Indenture**.

**Ordinarily Resident** means a **Member**:

- (a) who is ordinarily resident on **Reserve**; or
- (b) who is determined to be ordinarily resident on **Reserve** by **Chief and Council**, acting reasonably.

**Ordinary High Water Mark (OHWM)** means a line defined by the normal high water mark determined by plant growth and soil conditions observed in the field. The **OHWM** shall be the limit or edge of a non-tidal body of water, where the bed is the land so long covered by water as to wrest it from vegetation, or as to mark a distinct character on the vegetation where it extends into the water, or upon the soil itself.

**Party** means any of **Canada, Manitoba, Norway House Cree Nation and Hydro**.

**Permit and Fee Simple Lands** means:

- (a) the lands transferred or transferrable to the **Land Corporation** under Article 4 as set forth in Schedule 4.1; and
- (b) any lands transferred or transferrable pursuant to Article 3.5.5(c).

**Planning Scheme** means a planning scheme as defined in The Planning Act (Manitoba).

**Post Project Range of Experience** means the **Water Levels** and **Flows** which have been monitored by **Hydro** under Articles 2.6.6 and 2.6.7.

**Pre-determined Compensation** means the compensation to be paid pursuant to Article 2.5.1 and Schedule 2.2.

**Pre-determined Compensation Range** means the range of **Flow** set out in Article 2.5.1 and Schedule 2.1.

**Professional Engineer** means a Professional Engineer registered and licenced to practise in the Province of Manitoba.

**Project** means and includes all **Existing Development** and all future hydro-electric development or redevelopment by **Hydro** on the Churchill, Nelson, Rat and Burntwood River Systems and includes all development or redevelopment by **Hydro** of the Lake Winnipeg Regulation System north of the 53rd (fifty-third) parallel.

**Reserve** has the same meaning as in the Indian Act (Canada) but is restricted to those reserves set apart for the use and benefit of **Norway House Cree Nation**.

**Reserve Lands** means lands within the **Reserve**.

**Resources** means **Fish**, wildlife, forests, plants, lands and water.

**Right-of-Way Easement** means the interest in land to be granted under the **Right-of-Way Easement Agreement**.

**Right-of-Way Easement Agreement** means the agreement in the form and content of Schedule 3.6.

**Sandy Bar Easement** means the interest in land to be granted under the **Sandy Bar Easement Agreement**.

**Sandy Bar Easement Agreement** means the agreement in the form and content of Schedule 4.5.

**Sandy Bar Easement Lands** means the lands which are to be subject to the **Sandy Bar Easement**.

**Sea River Falls Flow Station** means Water Survey of Canada Gauging Station No. 05UB008 referred to as Nelson River (East Channel) Below Sea River Falls located at Latitude 54° 14'39" N and Longitude 97° 35'27" W or such replacement gauge as may be established pursuant to Article 2.2.2.

**Setback Line** means the line marking the inland boundary of:

- (a) the **Inundation Easement Lands** on the existing **Reserve** comprising the severance lines on IR 17 shown on Plans and Field Notes of Survey recorded in Canada Land Surveys Records as Nos. 72685, 72686, 72930, 72931, 72932, 72933, 72934, 72935 and 72936 and Explanatory Plans 72937, 72938, 72939, 72940, 72941, 72942, 72943, 72944, 72945, 72946 and 72947 which Explanatory Plans are subject to monumented survey based on the survey instructions in Schedule 3.2 and the process and methodology for geotechnical studies pursuant to the Canada-Manitoba Northlands Agreement (1976-1981); and
- (b) the **Inundation Easement Lands** on the **Compensation Lands** shown on Manitoba Hydro Proposed Setback Line Plan Nos. 00199-E-00440, 00199-E-00441, 00199-E-00439, 00199-E-00442, 00199-B-00445 and 00199-E-00447 as such lines are established in the field by on-the-ground monumented surveys based on the survey instructions in Schedule 3.2 and the process and methodology for geotechnical studies pursuant to the Canada-Manitoba Northlands Agreement (1976-1981).

**Settlement Proceeds** means:

- (a) the principal amounts paid or payable pursuant to the **Financial Schedule**;

- (b) any subsequent amounts paid by **Hydro** or by **Manitoba** to the **Trust** or to **Canada**, for the benefit of **Norway House Cree Nation** pursuant to this **Agreement**; and
- (c) **Income**.

**Spider Lake Easement** means the interest in land to be granted under the terms of the **Spider Lake Easement Agreement**.

**Spider Lake Easement Agreement** means the agreement in the form and content of Schedule 3.7.

**Spider Lake Easement Lands** means the lands described in Schedule 3.9 which are to be subject to the **Spider Lake Easement**.

**Static Inundation Level** means the inundation level with wind effects eliminated.

**Transmission Line Easement** means the interest in land to be granted under the **Transmission Line Easement Agreement**.

**Transmission Line Easement Agreement** means the agreement in the form and content of Schedule 3.5.

**Trapping** means the activity of trapping in the **Norway House Resource Management Area** in accordance with the licensing requirements of the relevant authority.

**Trapping Association** means a **Community Organization**, recognized by **Chief and Council** under Section 13.4 of the **Indenture** which:

- (a) is a cooperative, a corporation without share capital or an unincorporated association;
- (b) is wholly or substantially comprised of **Members**;
- (c) represents a majority of those **Members** engaged in **Trapping**; and
- (d) does not exclude from membership any **Member** who is a present or future holder of a head trapper's licence or a helper's licence for **Trapping** in the **Norway House Resource Management Area**.

**Trapping Sub-account** means the sub-account established under Section 10.2 of the **Indenture**, the use and purpose of which is set out in Section 13 of the **Indenture**.

**Trust** means the trust created and funded pursuant to this **Agreement** and the **Indenture**, for which the **Corporate Trustee** and the **Norway House Trustees** are the trustees.

**Trust Auditor** means the auditor appointed under Section 9 of the **Indenture**.

**Trust Payments** means all payments of cash or kind made from the **Trust**.

**Trust Payments Auditor** means the auditor appointed under Section 7.1(j) of the **Indenture**.

**Trustees** means collectively the **Norway House Trustees** and the **Corporate Trustee**.

**Water Level** means, for any day, the average of the **Daily Average Water Levels** for that day and the seven preceding and the seven following days.

1.2.2 Purposes. These definitions are intended only for purposes of this **Agreement** and may not be used for any other purpose. Except for use in this **Agreement** these definitions are without prejudice to and are not binding upon any of the **Parties**. In certain Articles, additional words, phrases or terms may be initially identified by brackets and subsequently capitalized. Such definitions shall only be applicable to the word, phrase or term when it is in that Article and is capitalized.

### 1.3 FINANCIAL ARRANGEMENTS

1.3.1 Payments. **Manitoba, Canada** and **Hydro** severally agree with each other, and with **Norway House Cree Nation**, to make their respective payments and deliver all bonds when required and when due pursuant to the **Financial Schedule**.

1.3.2 Advance. The Five Million (\$5,000,000.00) Dollar advance referenced in the **Financial Schedule** was paid under a separate agreement dated December 16, 1994 and two additional advances of One Million, Five Hundred Thousand (\$1,500,000.00) Dollars each were paid under a further separate agreement dated April 30, 1996. Certain portions of these amounts were recognized, and paid to **Canada**, as Indian Moneys.

1.3.3 Loans. **Manitoba** shall forgive the loans/credits of **Norway House Cree Nation** referenced in the **Financial Schedule** in the aggregate amount of Two Million Two Hundred Seventy Thousand (\$2,270,000.00) Dollars. **Hydro** shall forgive the loans/credits of **Norway House Cree Nation** referenced in the **Financial Schedule** in the aggregate amount of Three Million Five Hundred Thousand (\$3,500,000.00) Dollars.

1.3.4 Past Payments. Schedule 1.2 sets forth the prior expenditures of **Canada**, **Manitoba**, and **Hydro** pursuant to the **NFA** in relation to **Norway House Cree Nation**.

1.3.5 Interest on Late Payments. Late payments which are made by **Hydro** or **Manitoba** after the dates set out in the **Financial Schedule** shall bear interest at the rate equal to the then current rate paid by the Toronto-Dominion Bank on its business investment accounts, but any **Hydro Bond** the issue of which is delayed shall accrue interest at the rate of ten (10%) per cent.

1.3.6 Payment by Canada. In addition to the payments by **Canada** under the **Financial Schedule**, **Canada** shall pay to the legal counsel for **Norway House Cree Nation**, in trust for **Norway House Cree Nation**, the sum of five hundred thousand (\$500,000.00) dollars on the **Date of this Agreement**. These funds may be used by **Norway House Cree Nation** to pay legal fees, other consultants fees and disbursements incurred in the ordinary course in advising on this **Agreement**.



**SCHEDULE 1.1**

**FINANCIAL SCHEDULE**

A total settlement as follows:

by <b>Canada:</b>	<u><b>Cash</b></u> \$19,700,000	<u><b>Payable</b></u> On the <b>Date of this Agreement</b>
by <b>Manitoba</b>	<u><b>Cash</b></u> \$ 8,000,000  \$ 2,270,000  \$ 750,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000 \$ 1,000,000	<u><b>Payable</b></u> \$5,000,000.00 paid in accordance with the terms of the Advance Agreement among the <b>Parties</b> , dated December 15, 1994 as amended by an agreement dated December 16, 1994 and \$3,000,000.00 paid in accordance with a further Advance Agreement among the <b>Parties</b> dated April 30, 1996. Existing loan/credit to be extended to and forgiven on the <b>Date of this Agreement</b> December 30, 1997 December 30, 1998 December 30, 1999 December 30, 2000 December 30, 2001
by <b>Hydro</b>	<u><b>Cash</b></u> \$ 3,500,000  \$ 489,302  \$ 225,000	Existing loan/credit to be extended to and forgiven on the <b>Date of this Agreement</b>  On the <b>Date of this Agreement</b>  December 30, 1997
	<b>Hydro Bonds</b>	
	Amount:	\$ 4,500,000.00
	Effective Date:	December 30, 1997
	Yield:	10% p.a.
	Date of Maturity:	December 30, 2018
	Amount:	\$ 5,000,000.00
	Effective Date:	December 30, 1999
	Yield:	10% p.a.
	Date of Maturity:	December 30, 2018
	Amount:	\$ 5,000,000.00
	Effective Date:	December 30, 2002
	Yield:	10% p.a.
	Date of Maturity:	December 30, 2018

Amount:	\$28,000,000.00
Effective Date:	December 30, 2003
Yield:	10% p.a.
Date of Maturity:	December 30, 2018

**SCHEDULE 1.2**

**PAST PAYMENTS**

**Canada 1974 - 1994**

Description	Norway House Share
Community Planning	\$344,334
Cultural Education	\$634,326
Neyanun	\$331,895
NFA Implementation	\$898,311
NFA Expenditure Study	\$28,875
Core funding	\$1,147,340
Land Use	\$41,313
Article 6.1 - Housing Renovations	\$2,830,758
Water and Sewer	\$21,031,132
Mercury	\$233,402
Environment	\$263,439
Program Advisory Board	\$2,000
Employment	\$80,134
Arbitrator's Office	\$73,816
Legal Fees	\$353,728
<b>TOTAL</b>	<b>\$28,294,803</b>

**SCHEDULE 1.2**  
**PAST PAYMENTS**  
**Manitoba Hydro**

Description	Norway House Share
Remedial Works	\$1,729,966.00
Arbitration Claims	\$920,044.93
Trapping	\$765,224.08
Fisherman Program and Maintenance	\$2,913,107.27
Pro-rated NFA claims	\$349,846.90
General Claims	\$ 70,338.37
Resource Monitoring	\$33,799.39
<b>TOTAL</b>	<b>\$6,782,326.94</b>

**SCHEDULE 1.2**  
**PAST PAYMENTS**

**Manitoba**

Description	Norway House Share
Land Exchange and Land Use	\$347,400
Arbitrator	\$190,500
Advisory Groups	\$105,900
Environmental and Wildlife Monitoring	\$241,800
Resource Technology	\$107,000
Claims Costs Legal and Consulting	\$1,036,700
Guide Training	\$ 6,800
Fishing Impact Costs	\$ 12,300
Community Development Planning	\$ 24,300
Key Communicator Program	\$162,500
Claim 16A Co-op Fishing	\$1,198,800
Claim 31 Trapping	\$125,000
Claim 31A Trapping	\$16,400
Claim 36 Trapping	\$118,900
<b>TOTAL</b>	<b>\$ 3,694,300</b>

## **Schedule 1.3**

### **Trust Indenture**

**Schedule 1.3  
Trust Indenture**

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THIS TRUST INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 1997

BETWEEN:

**NORWAY HOUSE CREE NATION** as represented by **Chief and Council**,

(hereinafter called "**Norway House Cree Nation**"),

of the First Part,

- and -

\_\_\_\_\_ and \_\_\_\_\_

(the first three of whom have been appointed by **Chief and Council** and the last two of whom were elected by **Adult Members**, hereinafter called the "**Norway House Trustees**"),

of the Second Part,

- and -

TD TRUST COMPANY,

(hereinafter called the "**Corporate Trustee**")

of the Third Part,

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA, as represented by the Minister of Northern Affairs,

(hereinafter called "**Manitoba**")

of the Fourth Part,

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD,

(hereinafter called "**Hydro**")

of the Fifth Part,

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development,

(hereinafter called "**Canada**")

of the Sixth Part.

Whereas, **Norway House Cree Nation** will receive **Settlement Proceeds** in accordance with the **Agreement** dated the same date as this **Indenture**;

And Whereas, the **NFA** includes compensation and other measures in relation to **Reserve Lands**, hunting, fishing, trapping and other matters which are also referred to in Treaty #5;

And Whereas, the **Agreement** has been entered into, among other things, for the purpose of compensating for the **Adverse Effects**, implementing, and resolving claims and obligations under the **NFA**, and encouraging the future development of **Norway House Cree Nation and Members**;

And Whereas, pursuant to the **Agreement**, **Norway House Cree Nation**, as a condition of receiving the **Settlement Proceeds**, has agreed to settle them in trust on the terms, and for the purposes, set out in this **Indenture**;

Now Therefore the Parties Agree as follows:

## PART ONE: DEFINITIONS AND INTERPRETATION

### 1.0 SECTION 1: INTERPRETATION

- 1.1 Guides to Interpretation. In interpreting this **Indenture**:
- (a) any reference to a person shall include the successor to that person;
  - (b) singular words shall include the plural and vice versa;
  - (c) words referring to one (1) gender shall include both genders;
  - (d) the headings and the division of this **Indenture** into sections is for convenience of reference only, and shall not affect the construction or interpretation of this **Indenture**;
  - (e) it shall be read, as a whole, in the context of the **Agreement** of which this **Indenture** forms a part;
  - (f) references to Sections or Schedules mean Sections or Schedules of this **Indenture** unless otherwise indicated; and
  - (g) references to Articles means Articles of the **Agreement**.

### 2.0 SECTION 2: DEFINITIONS

- 2.1 Definitions from Agreement. All defined terms in Article 1 of the **Agreement** have the same meaning where used in this **Indenture** with a capital letter and in bold type face. For ease of reference, those terms which are defined in the **Agreement** and which are also used in this **Indenture** have been repeated in this Section 2. Terms in bold type face used only in an **Indenture** definition are defined in Article 1 of the **Agreement**.
- 2.2 Definitions. For all purposes of this **Indenture**, unless otherwise specifically provided, the following words and phrases, when capitalized and printed in bold type face, shall have the meaning ascribed to them in this Section 2.2.

**Adult Member** means a **Member** who, at the relevant time, has attained the age of eighteen (18) years.

**Adverse Effects** means the direct or indirect negative consequences of the **Project** or the operation thereof by **Hydro**, which consequences impact on or change the physical, chemical or biological characteristics of the environment and which consequences include, without limitation, risks or injuries to the health, safety, well-being, comfort or enjoyment of life by **Norway House Cree Nation** or **Members**, and which consequences impact on interests in and the exercise of rights in relation to lands, pursuits, activities, opportunities, lifestyles and assets of **Norway House Cree Nation** or **Members**.

**Agreement** means the Norway House Master Implementation Agreement, and all schedules listed in Article 1.1.1 of the **Agreement**, including the arrangements between the **Parties** set forth in this **Indenture**, and the easement agreements attached as schedules of the **Agreement**, notwithstanding that those documents, once executed, shall in themselves, have binding force.

**Arbitrator** means a person appointed under Article 11 of the **Agreement** to arbitrate disputes.

**Asset Replacement** means an accumulation and disbursement of moneys for the replacement of a **Capital Work** at the end of the functional life thereof.

**Asset Replacement Sub-account** means the sub-account established under Section 10.2, the use and purpose of which is set out in Sections 11.7, 11.9 and 11.10.

**Assets** means all property of every nature and kind of the **Trust** held in the name of the **Corporate Trustee** in its capacity as **Corporate Trustee**, or in the name of a nominee or an agent of the **Corporate Trustee**, including any dividends paid or payable by the **Land Corporation**, but not including any share issued by the **Land Corporation** and **Trust Payments**.

**Canada** means Her Majesty the Queen in Right of Canada who, for the purposes of this **Indenture**, is represented by the Minister of Indian Affairs and Northern Development.

**Capital Work** means any permanent structure or work erected, constructed, acquired or developed using **Settlement Proceeds** or **Trust Payments**.

**Chief** means the Chief of **Norway House Cree Nation** elected and in office and includes a Councillor designated by **Chief and Council** to perform the duties of the **Chief** in the absence or incapacity of the **Chief**.

**Chief and Council** means the Council of **Norway House Cree Nation** elected and in office.

**Claimant** means any **Member** or **Community Organization** (except **Chief and Council** and **Norway House Cree Nation**), who or which suffered loss or damage resulting from or attributable to an **Adverse Effect** and who or which files a claim under Article 10 of the **Agreement**.

**Claims Account** means the account established under Section 10.2, the use and purpose of which is set out in Section 12.

**Claims Officer** means a person appointed by **Chief and Council** under Article 10.3 of the **Agreement** to investigate and decide **Claims**.

**Commercial Fishing** means the activity of commercial fishing on Playgreen Lake and(or) on Lake Winnipeg in accordance with the licensing requirements of the relevant authority.

**Commercial Fishing Association** means a **Community Organization**, recognized by **Chief and Council** under Section 14.4, which:

- (a) is a cooperative, a corporation without share capital or an unincorporated association;
- (b) is wholly or substantially comprised of **Members**;
- (c) represents a majority of those **Members** engaged in **Commercial Fishing**; and
- (d) does not exclude from membership any **Member** who is a present or future holder of a licence for **Commercial Fishing**.

**Commercial Fishing Sub-account** means the sub-account established under Section 10.2, the use and purpose of which is set out in Section 14.

**Community Approval Process** means the community approval process established by Section 8, and the procedures set forth therein.

**Community Development Account** means the account established under Section 10.2, the use and purpose of which is set out in Section 11.

**Community Organization** means any of:

- (a) **Chief and Council;**
- (b) **Norway House Cree Nation;**
- (c) any group or unincorporated association whose membership is wholly or substantially comprised of **Members;**
- (d) any unincorporated association established by **Chief and Council;**
- (e) any corporation or cooperative, with share capital, wholly or substantially owned, legally or beneficially, and controlled by **Norway House Cree Nation** or **Members;**  
or
- (f) any corporation or cooperative, without share capital, the membership of which consists wholly or substantially of **Norway House Cree Nation** or **Members.**

**Compensated Range** means the range of **Flows** set forth in Article 2.4.1 of the **Agreement** and described graphically in Schedule 2.1 of the **Agreement.**

**Corporate Trustee** means the trust corporation which is the signatory to this **Indenture** and any successor in that office and includes, where transitional obligations are being fulfilled and the context requires, both an outgoing and an incoming trustee.

**Council Resolution** means a resolution duly passed by **Chief and Council.**

**Date of the Agreement** means the date the **Agreement** has been executed by all **Parties.**

**Elder** means a **Member** designated pursuant to Section 4.2.

**Environmental Monitoring Sub-account** means the sub-account established under Section 10.2, the use and purpose of which is set out in Section 11.3.

**Existing Development** means all those physical works related to hydro-electric development on the Churchill, Nelson, Rat and Burntwood River Systems and the development of the Lake Winnipeg Regulation System north of the 53rd parallel, to the extent such works have been physically developed and constructed by or on behalf of **Hydro** to the **Date of the Agreement;** and, without limiting the generality of the foregoing, includes all dams, dikes, channels, control structures, excavations, generating stations, roads, transmission lines and other works forming part of, or related to, all aspects of such hydro-electric development including;

- Lake Winnipeg Regulation,
- Churchill River Diversion, including without limitation, the Notigi and Missi control structures,
- Grand Rapids Generating Station,
- Laurie River Generating Station,
- Kelsey Generating Station,
- Kettle Generating Station,
- Long Spruce Generating Station,
- Limestone Generating Station,

and the access road and other physical construction with respect to the proposed Conawapa Generating Station.

**Financial Schedule** means Schedule 1.1 of the **Agreement.**

**Flow** means the aggregate average daily discharge, in cubic feet per second (cfs), of the west channel of the Nelson River measured at **Jenpeg Flow Station** and the east channel of the Nelson River measured downstream of Sea River Falls at the **Sea River Falls Flow Station** as set forth in Article 2.2.1 of the **Agreement,** or a valid representative substitute for such calculation, if the data upon which such calculation has been or is to be based is unavailable or demonstrably in error.



**Funds Available** means the funds from the **Trust** which are available in a fiscal year to fund proposals, plans or initiatives put forward by **Chief and Council**, **Community Organizations** or **Members**, the amount of which is calculated in accordance with Sections 6.3(h) and (i), 10.6, 10.7 and 10.8.

**Hydro** means the Manitoba Hydro-Electric Board.

**Hydro Bond** means any:

- (a) bond issued by **Hydro** pursuant to the **Financial Schedule** in the form and content of Schedule 1.4 of the **Agreement**, provided that for the **Hydro Bond** in the amount of four million, five hundred thousand (\$4,500,000.00) dollars, conditions no. 2 and no. 6 of the Schedule 1.4 form of the **Agreement** shall be amended to provide for issuance and redemption on the same terms but in denominations of five hundred thousand (\$500,000.00) dollars or integral multiples thereof; or
- (b) any replacement bond or new bond issued by **Hydro** pursuant to Article 6.3.1 or 10.8.3 of the **Agreement**.

**Income** means realized capital gains net of realized capital losses, interest, dividends and rental income of the **Assets**.

**Indenture** means this trust agreement.

**Land Corporation** means the corporation established pursuant to Article 4 of the **Agreement**, which is also referred to as the Norway House Land Corporation in Schedules 4.5 and 4.6 of the **Agreement**.

**Major Capital Work** means a **Capital Work** for which funds are accumulated over a number of fiscal years in accordance with Sections 8.2(f), 8.7(b)(i), 11.11, 11.12 and 17.14 .

**Major Capital Work Sub-account** means the sub-account established under Section 10.2, the use and purpose of which is set out in Section 11.12.

**Majority Vote** means a vote of **Adult Members**, at a **Meeting of Members**, where a majority of those **Adult Members** in attendance and voting approve the matter voted upon. The vote shall be by a show of hands, unless a secret ballot is requested by a minimum of twenty (20) such **Adult Members**.

**Manitoba** means Her Majesty the Queen in Right of the Province of Manitoba who, for the purposes of this **Indenture**, is represented by the Minister of Northern Affairs.

**Meeting of Members** means a meeting of **Members** on **Reserve**, notice of which is provided for, and described in Section 3.10.

**Member** means a person who, at the relevant time, is a member of **Norway House Cree Nation** pursuant to the Indian Act (Canada).

**Minimum Capital Amount** means an amount required to be in the **Trust** at the end of a fiscal year, but not including the value, if any, of:

- (a) the Economic Investment Sub-account established pursuant to Section 10.2;
- (b) the **Environmental Monitoring Sub-account**;
- (c) the **Operation and Maintenance Sub-account**;
- (d) the **Asset Replacement Sub-account**;
- (e) the **Major Capital Work Sub-account**; and
- (f) the **Claims Account**.

The **Minimum Capital Amount** for the fiscal year:

1997	shall not be less than	\$15,425,272;
1998	shall not be less than	\$13,948,537;
1999	shall not be less than	\$18,974,012;
2000	shall not be less than	\$19,024,131;
2001	shall not be less than	\$18,225,586;
2002	shall not be less than	\$21,370,701; and
2003	shall not be less than	\$47,527,082.

For all fiscal years subsequent to 2003, the **Minimum Capital Amount** is an amount calculated in accordance with Section 10.5.

**Multi-year Program or Capital Work** means a proposal, plan or initiative, including a **Capital Work**, for which **Funds Available** are approved for more than one (1) fiscal year.

**Net Value of the Assets** means the amount at any specific date by which the value of the **Assets**, including the value of any **Settlement Proceeds** held by **Canada** for the use and benefit of **Norway House Cree Nation**, but not including the value, if any, of:

- (a) the Economic Investment Sub-account established pursuant to Section 10.2;
- (b) the **Environmental Monitoring Sub-account**;
- (c) the **Operation and Maintenance Sub-account**;
- (d) the **Asset Replacement Sub-account**;
- (e) the **Major Capital Work Sub-account**; and
- (f) the **Claims Account**;

exceeds all **Obligations of the Trust**. An issued **Hydro Bond** will be valued at its face amount and all other property comprising the **Assets** is to be valued at the lower of cost or market value.

**NFA** means the agreement dated December 16, 1977, between **Manitoba, Hydro, NFC and Canada**, including all schedules annexed thereto, and includes the Economic Development Agreement between the same parties and dated the 1st day of September, 1977.

**Norway House Cree Nation** means Norway House Cree Nation, Band #278, a "band" within the meaning of the Indian Act (Canada), which for all purposes of the **Agreement** is represented by **Chief and Council**.

**Norway House Environmental Monitoring Agency** means the agency established under Article 7.2.1 of the **Agreement**.

**Norway House Resource Management Area** means the area described and shown on Schedule 5.1 of the **Agreement** and includes the rivers and lakes therein and the **Reserve Lands** which from time to time may be included, subject to changes that may be made in accordance with Article 5 of the **Agreement**.

**Norway House Trustees** means the individual trustees signatory to this **Indenture** and their successors in office.

**Obligation of the Trust** means an obligation set out in Section 17.2(a).

**Operation and Maintenance** means works, administration, management, and activities reasonably necessary for the ongoing operation, maintenance and repair of a **Capital Work**.

**Operation and Maintenance Sub-account** means the sub-account established under Section 10.2, the use and purpose of which is set out in Sections 11.4 and 11.6.

**Ordinarily Resident** means a **Member**:

- (a) who is ordinarily resident on **Reserve**; or
- (b) who is determined to be ordinarily resident on **Reserve** by **Chief and Council**, acting reasonably.

**Party** means any of **Canada, Manitoba, Norway House Cree Nation** and **Hydro**.

**Permit and Fee Simple Lands** means:

- (a) the lands transferred or transferrable to the **Land Corporation** under Article 4 of the **Agreement** as set forth in Schedule 4.1 of the **Agreement**, and
- (b) any lands transferred or transferrable pursuant to Article 3.5.5(c) of the **Agreement**.

**Pre-determined Compensation** means the compensation to be paid pursuant to Article 2.5.1 of the **Agreement** and Schedule 2.2 of the **Agreement**.

**Pre-determined Compensation Range** means the range of **Flow** set out in Article 2.5.1 of the **Agreement** and Schedule 2.1 of the **Agreement**.

**Professional Engineer** means a Professional Engineer registered and licenced to practise in the Province of Manitoba.

**Project** means and includes all **Existing Development** and all future hydro-electric development or redevelopment by **Hydro** on the Churchill, Nelson, Rat and Burntwood River Systems and includes all development or redevelopment by **Hydro** of the Lake Winnipeg Regulation system north of the 53rd (fifty-third) parallel.

**Reserve** has the same meaning as in the Indian Act (Canada), but is restricted to those reserves set apart for the use and benefit of **Norway House Cree Nation**.

**Reserve Lands** means lands within the **Reserve**.

**Settlement Proceeds** means:

- (a) the principal amounts paid or payable pursuant to the **Financial Schedule**;
- (b) any subsequent amounts paid by **Hydro** or by **Manitoba** to the **Trust** or to **Canada**, for the benefit of **Norway House Cree Nation** pursuant to the **Agreement**; and
- (c) **Income**.

**Trapping** means the activity of trapping in the **Norway House Resource Management Area** in accordance with the licensing requirements of the relevant authority.

**Trapping Association** means a **Community Organization**, recognized by **Chief and Council** under Section 13.4, which:

- (a) is a cooperative, a corporation without share capital or an unincorporated association;
- (b) is wholly or substantially comprised of **Members**;
- (c) represents a majority of those **Members** engaged in **Trapping**; and
- (d) does not exclude from membership any **Member** who is a present or future holder of a head trapper's licence or a helper's licence for **Trapping** in the **Norway House Resource Management Area**.

**Trapping Sub-account** means the sub-account established under Section 10.2, the use and purpose of which is set out in Section 13.

**Trust** means the trust, created and funded pursuant to the **Agreement** and this **Indenture**, for which the **Corporate Trustee** and the **Norway House Trustees** are the trustees.

**Trust Auditor** means the auditor appointed under Section 9.

**Trust Payments** means all payments of cash or kind made from the **Trust**.

**Trust Payments Auditor** means the auditor appointed under Section 7.1(j).

**Trustees** means collectively the **Norway House Trustees** and the **Corporate Trustee**.

## **PART TWO: BASIC PROVISIONS**

### **3.0 SECTION 3: BASIC PROVISIONS**

**3.1 Name.** The **Trust** shall be known as the "Keenanow Trust".

**3.2 Change of Name.** The **Trustees**, with the consent of **Chief and Council** as set out in a **Council Resolution**, may change the name of the **Trust** to any lawful name.

**3.3 Purposes of the Trust.** The purposes of the **Trust** shall be exclusively to promote:

- (a) social welfare;
- (b) civic improvement;
- (c) recreation; and
- (d) without limiting the generality of the foregoing, the following purposes:
  - (i) those purposes set out in Sections 11.1, 12.2, 13.5, and 14.5, and
  - (ii) those purposes, which promote the economic, spiritual, cultural and social welfare of **Norway House Cree Nation or Members** and which provide support to benevolent and charitable enterprises, federations, agencies, associations, nonprofit corporations, societies and **Community Organizations** engaged in assisting the economic and social development of **Norway House Cree Nation or Members**;

provided that any **Income** or other accretion will be used in promoting the purposes of the **Trust**.

**3.4 Beneficiaries.** The beneficiaries of the **Trust** are, subject to the terms of this **Indenture**, **Norway House Cree Nation and Members**, for the purposes of the **Trust** as set out in Section 3.3.

**3.5 Taxes.** The **Trustees** in conjunction with **Chief and Council** shall use their best endeavours to utilize all practical, legal means and mechanisms, subject to the requirements of law and the best interests of the **Trust**, to ensure that any and all income taxes and other taxes, levies and duties under any statute of the federal or provincial governments are not exigible or payable, or if payable are minimized, as the case may be.

**3.6 Residence.** The residence of the **Trust** is intended to be always on reserve. **Chief and Council, Norway House Trustees, and the Corporate Trustee** shall use their best endeavours to ensure that the **Trust** is resident on **Reserve**.

**3.7 Community Approval Process.** Except as specifically provided in this **Indenture** or the **Agreement**, the **Community Approval Process** shall determine all uses of the **Funds Available**.

- 3.8 **Non-divisibility.** The **Assets** are not divisible into individual shares or benefits, and no **Member**, or group of **Members**, may claim an individual share of, or benefit from, **Assets** or **Trust Payments** except as specifically authorized pursuant to this **Indenture** or the **Agreement**.
- 3.9 **Fiscal Year.** The fiscal year of the **Trust** shall end on December 31 unless otherwise determined by the **Trustees** and permitted by applicable law.
- 3.10 **Notice for Meetings of Members.** **Chief and Council** shall provide notice for a **Meeting of Members** except for those circumstances provided for under Section 20.4 when a **Panel of Arbitrators** will provide such notice, and under Sections 7.4, 7.5 and 7.6 when the **Trustees** will provide such notice. Notice for a **Meeting of Members** shall:
- (a) specify the date, time, place and purpose of the meeting and where any applicable additional information in regard to the meeting can be obtained; and
  - (b) be publicized at least seven (7) calendar days before the proposed meeting, by posting notices in public locations on **Reserve**, and by other means considered by **Chief and Council**, or by the convenor, as reasonably likely to notify **Members** on, or frequenting the **Reserve**.
- 3.11 **Notice for Meetings Delayed or Interrupted.** If, prior to the commencement of a **Meeting of Members**, or a public meeting of **Chief and Council** pursuant to Section 8.9, it is necessary to postpone such meeting, reasonable notice shall be given by posting notice in public locations on **Reserve**, at the same locations where notice for the postponed meeting was posted, specifying the date, time and place for reconvening the meeting and by other means reasonably required to notify **Members** on **Reserve**. If it becomes necessary to adjourn a **Meeting of Members**, or a public meeting of **Chief and Council** pursuant to Section 8.9, it may be adjourned at that meeting to a specified place, date and time notice of which will also be posted in the Band Administration Office and no further notice will be required. If the meeting cannot be adjourned to a specific place, date and time, then when same has been determined, reasonable notice shall be posted at the same locations where notice for the adjourned meeting was posted, specifying the date, time and place for reconvening the meeting.

### **PART THREE: ROLES AND RESPONSIBILITIES**

- 4.0 **SECTION 4: TRUSTEES AND ELDER**
- 4.1 **Trustees.** The **Trust** shall have one (1) **Corporate Trustee** and five (5) **Norway House Trustees** each of whom shall faithfully administer the terms of this **Indenture**.
- 4.2 **Elder.** The **Elder** is a **Member** designated by **Council Resolution** and confirmed by a **Majority Vote** at a **Meeting of Members** convened by **Chief and Council** to assist the **Trustees** as required. The **Elder** shall serve for a term concurrent with the term of the designating **Chief and Council**. The **Elder** shall not be a member of **Chief and Council** nor a **Norway House Trustee**.
- 4.3 **Replacement of Elder.** Where the **Elder**:
- (a) dies, resigns or is otherwise unable or unwilling to act;
  - (b) is deemed by a court of competent jurisdiction to be mentally incompetent;
  - (c) is convicted of an offence by indictment under the Criminal Code, or an offence in relation to property;
  - (d) is an undischarged bankrupt; or
  - (e) otherwise provides just cause for replacement;
- Chief and Council** shall forthwith terminate the designation of that **Elder** and a replacement shall be promptly designated and confirmed.

- 4.4 **Limitations on Elder.** In carrying out their functions and duties under this **Trust** the **Trustees** may include the **Elder** in their deliberations to provide them with guidance, advice and counsel. The **Elder** may not vote on any question arising at a meeting of **Trustees**.
- 4.5 **Acts of Trustee.** No **Trustee** shall be liable for the acts, omissions, neglect or default of any other **Trustee**, or liable to indemnify any other **Trustee** or the **Trust** against any losses, costs, claims, charges or expenses brought against, incurred or suffered by any other **Trustee** or the **Trust** unless the undertaking to indemnify is in writing and executed by the indemnifier.
- 4.6 **No Encumbering.** Except as expressly provided in this **Indenture** the **Trustees** shall not:
- (a) pledge, encumber or charge, **Assets, Funds Available, Trust Payments** or the share of the **Land Corporation**;
  - (b) commit **Assets** or the share of the **Land Corporation**; or
  - (c) commit **Funds Available** or **Trust Payments** beyond the current fiscal year.
- 4.7 **Maintain Records and Books.** In addition to the books, accounts and financial and other records of the **Trust** kept by the **Corporate Trustee** pursuant to Section 6.3(a), the **Trustees** shall maintain on **Reserve** a set of current, accurate and complete minutes of meetings of **Trustees** referenced in Section 4.13, together with a duplicate copy of the previous and current records and books of account of the **Trust**. The **Trustees**, in cooperation with **Chief and Council**, shall make appropriate custodial arrangements to safeguard the said minutes and the set of records and books of account, and provide reasonable access thereto to **Members**.
- 4.8 **Meetings.** Meetings of **Trustees** to conduct the business of the **Trust** shall be held on **Reserve**. Subject to the quorum requirements in Section 4.9, meetings may, with appropriate security and reliability, be conducted by telephone, video conferencing or other electronic means.
- 4.9 **Quorum.** The quorum for the transaction of any business of the **Trust** shall be four (4) of the **Norway House Trustees** and the **Corporate Trustee**, but no less than four (4) of the **Trustees** shall be present on **Reserve**.
- 4.10 **Calling and Notice of Meetings of Trustees.** **Trustees** meetings may be called by the **Corporate Trustee**, or any two (2) **Norway House Trustees**. Notice of such meetings shall be delivered to the principal residence or designated office of each **Trustee**, or communicated personally to each **Trustee** not less than four (4) business days, or such lesser period of time in relation to a particular meeting as agreed to by all of the **Trustees**, before the meeting is to take place. No notice of any such meeting shall be necessary if all **Trustees** are present, or if those absent have signified their consent in writing to the meeting being held in their absence. The **Trustees** may appoint a day or days, in any month or months, for regular meetings of the **Trustees** at a specified time and place, and provided all **Trustees** have been notified of such time, date and place no further notice is required.
- 4.11 **Chair of Meetings.** At any meeting of the **Trustees**, a Chair for the meeting shall be selected from among the **Trustees** in attendance. The Chair shall not have a second or deciding vote in the case of an equality of votes on any question.
- 4.12 **Decisions of Trustees.** Where there is a specific decision rule set out in this **Indenture** that rule shall apply. In other circumstances, it is expected that decisions of the **Trustees** shall be unanimous, but where such is not possible, approval of the **Corporate Trustee** and not less than three (3) **Norway House Trustees** shall be required.

- 4.13 Minutes. Minutes taken in accordance with Section 6.3(a), signed by the **Corporate Trustee** and the Chair of the meeting at which decisions were made, or proceedings were taken, shall be evidence of the proceedings.
- 4.14 Article 4 Obligation. In relation to the **Permit and Fee Simple Lands** owned by the **Land Corporation** and the **Land Corporation**, the **Trustees** shall:
- (a) execute Option Agreements in the form of Schedule 4.3 of the **Agreement**, and as contemplated by Articles 4.2.8 and 4.5.4 of the **Agreement**;
  - (b) consider under Article 4.3.3 (e) of the **Agreement** the opinion of **Chief and Council** and of the Directors of the **Land Corporation** rendered under Article 4.3.3 (b) of the **Agreement** and advise the Directors and **Chief and Council** in writing of their decision; and
  - (c) subject to compliance with the requisite conditions, withdraw the caveat and provide the documents necessary to complete a Transaction under Article 4.3.4 of the **Agreement**.

## 5.0 SECTION 5: NORWAY HOUSE TRUSTEES

- 5.1 Qualifications. A **Norway House Trustee** shall be an **Adult Member**:
- (a) who is **Ordinarily Resident**;
  - (b) who, in advance of being elected or appointed, has been determined by the **Corporate Trustee** to be eligible for fidelity bonding by a licensed surety, and does not subsequently lose such eligibility;
  - (c) who is not a member of **Chief and Council**; and
  - (d) who is not the **Elder**.
- 5.2 Restrictions. A **Norway House Trustee** appointed under Section 5.5 may not serve simultaneously as a **Norway House Trustee** elected under Section 5.4.
- 5.3 Inaugural Norway House Trustees. **Chief and Council** on behalf of **Norway House Cree Nation** and the inaugural **Norway House Trustees** warrant that the inaugural **Norway House Trustees** were elected and appointed in a manner substantially consistent with the process described in Section 5.1 and Section 5.4 or 5.5 respectively. The elected inaugural **Norway House Trustees** shall have executed this **Indenture** and shall execute the Undertaking and Acceptance of **Norway House Trustee** in the form of Schedule 1 and shall serve for a term of three (3) years following the **Date of the Agreement**. The appointed inaugural **Norway House Trustees** shall have executed this **Indenture** and shall execute the Undertaking and Acceptance of **Norway House Trustee** in the form of Schedule 1 and shall serve for a term concurrent with the tenure of the **Chief and Council** signatory to this **Indenture**. Signed originals of the executed Undertaking and Acceptance of **Norway House Trustee** in the form of Schedule 1 will be provided by the **Norway House Trustees** to the **Corporate Trustee** and then by the **Corporate Trustee** to the **Parties**.
- 5.4 Election. Three (3) years following the **Date of the Agreement**, and in each third year thereafter, **Chief and Council** shall conduct an election for two (2) **Norway House Trustees** to be elected by **Majority Vote** to serve for a term of three (3) years. Notwithstanding the requirement for twenty (20) **Members** to request a secret ballot in the definition of **Majority Vote**, unless a secret ballot is demanded by any **Member**, the election of **Norway House Trustees** shall be by a show of hands. **Chief and Council** shall advise the **Corporate Trustee** in writing and the **Members** by notice, of the result of the election.
- 5.5 Appointments. Within thirty-one (31) days following the election of each **Chief and Council** other than the **Chief and Council** signatory to this **Indenture**, **Chief and Council** shall by **Council Resolution**, appoint three (3) **Norway House Trustees** to serve for a term concurrent with the term

of that **Chief and Council**. **Chief and Council** shall advise the **Corporate Trustee** in writing and the **Members** by notice, of the appointments.

- 5.6 **Additional Terms.** A **Member** may serve more than one (1) term as a **Norway House Trustee**.
- 5.7 **General Duty of Norway House Trustees.** Every **Norway House Trustee**, in exercising powers and discharging duties under this **Indenture** or the **Agreement**, shall:
- (a) act honestly and in good faith, with a view to the best interests of the **Trust**;
  - (b) use such care, diligence and skill as a person of prudence, discretion and intelligence would exercise in administering the property of others; and
  - (c) comply with the terms of this **Indenture** and the **Agreement**.
- 5.8 **Termination of Office of Norway House Trustees.** Where a **Norway House Trustee**:
- (a) dies, resigns, or is otherwise unable or unwilling to act;
  - (b) is deemed by a court of competent jurisdiction to be mentally incompetent;
  - (c) no longer meets the qualifications set out in Sections 5.1(a), 5.1(b) or 5.1(c);
  - (d) is convicted of an offence by indictment under the Criminal Code, or an offence in relation to property;
  - (e) is an undischarged bankrupt;
  - (f) misses three (3) consecutive meetings without prior or subsequent written authorization from a majority of the other **Trustees**; or
  - (g) otherwise provides cause for termination;
- that **Norway House Trustee's** term of office shall be terminated forthwith by **Chief and Council**.
- 5.9 **Replacement of Norway House Trustees.** Upon termination pursuant to Section 5.8 of:
- (a) an appointed **Norway House Trustee**, **Chief and Council** shall forthwith appoint a successor;
  - (b) an elected **Norway House Trustee** whose unexpired term is six (6) months or less, **Chief and Council** shall forthwith appoint a successor for the unexpired term; or
  - (c) an elected **Norway House Trustee** whose unexpired term is more than six (6) months, **Chief and Council** shall forthwith arrange and conduct an election in accordance with Section 5.4 to elect a successor for the unexpired term.
- Chief and Council** shall advise the **Corporate Trustee** in writing and the **Members** by notice, of the appointment or result of the election.
- 5.10 **Dispute as to Vacancy.** If a dispute exists between **Chief and Council** and any **Norway House Trustee** as to whether a vacancy exists pursuant to Section 5.8, **Chief and Council** shall only take action under Section 5.9 after the dispute has been resolved as provided by Section 21.1.
- 5.11 **Validity of Actions.** Until termination by **Chief and Council** pursuant to Section 5.8 or if such determination is disputed, upon removal by a Panel of **Arbitrators** pursuant to Section 21.1, no action by the **Trustees** shall be invalid due solely to the ineligibility of a **Norway House Trustee**.
- 5.12 **Acceptance of Indenture.** Prior to assuming office, a **Norway House Trustee** shall execute the Undertaking and Acceptance of **Norway House Trustee** in the form of Schedule 1 and deposit it with the **Corporate Trustee**. The **Corporate Trustee** shall provide copies of the executed form to the **Parties**.
- 5.13 **Liability of Norway House Trustees.** **Norway House Trustees** shall be liable for their own negligence, wilful misconduct or breach of the provisions of this **Indenture**, but shall not otherwise be liable for any honest error in judgment.



- 5.14 **Trustees' Dealings with the Trust.** A **Norway House Trustee** shall act for the **Trust** only in the capacity of **Trustee** and shall not otherwise be employed or retained by the **Trust** for services for consideration, nor shall such person provide to the **Trust** any goods or services for consideration, unless such employment, retainer or provision of goods and services is approved by **Majority Vote** at a **Meeting of Members** convened by **Chief and Council**.
- 5.15 **Disclosure of Conflicts of Interests.** A **Norway House Trustee** with a direct or indirect pecuniary interest in any matter involving the **Trust** or **Trust Payments**, including the potential receipt by that person of payment from a program, project or initiative to be funded by **Trust Payments** in relation to the provision of goods or services to that program, project or initiative, or **Assets**, shall:
- (a) forthwith disclose such interest, in writing, or by a recording in the minutes of the **Trustees** meeting, and sending a copy to the other **Trustees** and to **Chief and Council**;
  - (b) withdraw from any consideration of such matter; and
  - (c) refrain from voting on, or influencing the decision of the **Trustees** in relation thereto; unless such interest is that of a **Member**, or a group of **Members** generally, and is not related to being or having been a **Norway House Trustee**.
- 5.16 **No Quorum Remaining.** If as a result of a conflict of interest under Section 5.15, it is not possible to obtain a quorum of **Trustees**, the matter shall be decided by:
- (a) the remaining **Norway House Trustees** and the **Corporate Trustee** acting unanimously; or
  - (b) if all **Norway House Trustees** have withdrawn from consideration of the matter:
    - (i) where the matter relates to a program, project or initiative to be funded by **Trust Payments**, it shall be decided by a **Majority Vote** at a **Meeting of Members** convened by **Chief and Council**, and such **Majority Vote** shall only determine whether or not to confirm **Chief and Council's** determination that the result or effect of the proposal, plan or initiative complies with the purposes of the **Trust** as set out in Section 3.3, supports the long term development of **Norway House Cree Nation**, and should provide benefit to **Norway House Cree Nation** or **Members**, but
    - (ii) where the matter involves any other issue, it shall be deemed to be rejected.
- 5.17 **Norway House Trustee and the Elder Compensation.** A **Norway House Trustee** and the **Elder** shall be entitled to a reasonable fee for their services. Such fee will be determined by a **Majority Vote** at a **Meeting of Members** convened by **Chief and Council**. In addition **Norway House Trustees** and the **Elder** shall be entitled to reimbursement or allowance for the reasonable expenses incurred for the performance of their duties.
- 5.18 **No Power of Appointment.** The authority of a **Norway House Trustee** to delegate the execution or exercise of all or any trust powers and discretions invested in him as trustee pursuant to Section 36 of The Trustee Act R.S.M. 1987 c.T160, is hereby denied and disallowed.

## 6.0 SECTION 6: CORPORATE TRUSTEE

- 6.1 **Corporate Trustee Qualifications.** The **Corporate Trustee** shall:
- (a) be a corporation with powers to act as a **Trustee** and to conduct the business of a trust company in Manitoba; and
  - (b) be able to meet the criteria for a member in good standing with the Canada Deposit Insurance Corporation.
- 6.2 **General Duties of Corporate Trustee.** The **Corporate Trustee**, in exercising its powers and discharging duties under this **Indenture** or the **Agreement**, shall:

- (a) act honestly and in good faith with a view to the best interests of the **Trust**;
- (b) exercise the care, diligence and skill that a prudent, responsible and competent professional trustee exercises in administering the property of others; and
- (c) comply with the terms of this **Indenture** and the **Agreement**.

6.3 **Corporate Trustee Duties.** In addition to the other responsibilities set out in this **Indenture**, the **Corporate Trustee** shall be solely responsible for:

- (a) keeping complete and accurate books, accounts and financial records of, and documents received by, the **Trust**, taking minutes of the **Trustee** meetings, and providing a duplicate copy of the minutes of the **Trustee** meetings and of the current records and the books of account of the **Trust** to the **Norway House Trustees**;
- (b) prescribing the form of any documents or other certificates, with the exception of **Council Resolutions**, required to be given pursuant to the terms of this **Indenture** and not otherwise attached to this **Indenture** as a Schedule;
- (c) submitting to **Chief and Council** and the **Norway House Trustees** monthly transaction and investment statements, prepared in accordance with generally accepted accounting principles;
- (d) arranging for the custody of all **Assets**, and causing them to be registered in its name or that of its agent or nominee, until disbursed in accordance with this **Indenture**;
- (e) preparing and delivering such reports and documentation on the **Trust** as may be required by government agencies or departments from time to time;
- (f) providing all reports and information which the **Trustees** require to make authorized investment decisions;
- (g) arranging for the investment of **Assets** as provided by Section 15;
- (h) advising **Chief and Council** of the amount of funds required in a fiscal year from the **Funds Available**, to meet the requirements, approved in prior fiscal years, for:
  - (i) any **Multi-year Program or Capital Work** still being funded,
  - (ii) **Operation and Maintenance**, and
  - (iii) **Asset Replacement**,
 which are collectively a first priority allocation from **Funds Available** in each fiscal year;
- (i) advising **Chief and Council** of the remaining amount of **Funds Available** for a fiscal year after deducting the amount described in Section 6.3(h);
- (j) advising **Chief and Council** of the amount of **Asset Replacement** funds accumulated in relation to a previously approved **Capital Work**;
- (k) calculating the **Net Value of the Assets** and calculating the **Minimum Capital Amount** when required;
- (l) providing access to the records of the **Trust** in the possession and control of the **Corporate Trustee** on the reasonable written request of **Chief and Council, Canada**, a **Member** or a **Norway House Trustee**;
- (m) documenting all material communications not received in writing and providing a copy of the document to the originator of the communication and, as appropriate, to the **Norway House Trustees** or **Chief and Council**;
- (n) executing documentation as provided in Section 16.2; and
- (o) making payments on behalf of the **Trustees** from the **Trust** as provided for in this **Indenture**.

6.4 **Article 3 and Article 4 Obligations.** In relation to the **Permit and Fee Simple Lands** owned by the **Land Corporation** and the **Land Corporation**, the **Corporate Trustee** shall:

- (a) hold and vote the share in the **Land Corporation** in accordance with Articles 4.2.3, 4.2.5 and 4.3 of the **Agreement**;
- (b) execute a Declaration and Acceptance of Trust in the form of Schedule 4.2 of the **Agreement**, and agree to endorse the share in the **Land Corporation**, both as provided by Article 4.2.4 of the **Agreement**;

- (c) when required, transfer the share in the **Land Corporation** to a successor **Corporate Trustee**;
- (d) cause to be enacted and ratified By-Law No. 1 of the **Land Corporation** with such provisions, limitations, and restrictions as provided by Article 4.2.6 of the **Agreement**;
- (e) elect Directors of the **Land Corporation** consistent with Article 4.2.7 of the **Agreement**;
- (f) accept, and comply with the restrictions provided by Article 4.3.1 of the **Agreement**;
- (g) not amend the Articles of Incorporation, or undertake a voluntary winding up of the **Land Corporation**, except as provided by Article 4.3.2 of the **Agreement**;
- (h) prepare, file, maintain or discharge in the relevant Land Titles Office caveats as provided by Articles 4.2.8 and 4.3.1(b) of the **Agreement**;
- (i) execute such documents required to complete a Transaction as defined and required by Article 4.3.1 (a) of the **Agreement**;
- (j) call a shareholder meeting in the circumstances of, and as provided by, Article 4.3.5 of the **Agreement**; and
- (k) accept or refuse the transfer to the **Land Corporation** in fee simple title of lands referenced in Article 3.5.5(c) of the **Agreement**.

6.5 **Indemnity to Corporate Trustee.** The **Corporate Trustee** is holding the shares of the **Land Corporation** on the express understanding and condition that the **Corporate Trustee** shall in addition to and without limiting any other protection of the **Corporate Trustee** under this **Indenture** or otherwise by law, be indemnified out of the **Assets** of the **Trust** and shall be held harmless from and against any and all:

- (a) liabilities, losses, claims, damages, penalties, actions, suits, demands, levies; and
- (b) reasonable costs, expenses and disbursements of whatever kind or nature, including any and all reasonable legal and advisor fees, whether the action is groundless or otherwise;

which may at any time be imposed on, incurred by or asserted against the **Corporate Trustee**, howsoever arising from or out of any act, omission or error of the **Corporate Trustee** in connection with its acting as **Corporate Trustee** under this **Indenture** unless arising from negligence or wilful misconduct or breach of this **Indenture** on the part of the **Corporate Trustee**. Notwithstanding any other provision of this **Indenture**, this indemnity shall survive the removal, or resignation of the **Corporate Trustee**, discharge of this **Indenture** and termination of any trust created thereby.

6.6 **Vacancy.** Where the position of **Corporate Trustee** is vacant for more than forty-five (45) days, any of a **Norway House Trustee**, a **Member, Canada, Manitoba, or Hydro**, may, but shall be under no duty to, apply to have a court of competent jurisdiction appoint a new **Corporate Trustee**.

6.7 **Liability of Corporate Trustee.** The **Corporate Trustee** shall be liable only for its own negligence, wilful misconduct or breach of the provisions of this **Indenture**, but shall not otherwise be liable for any honest error in judgment. Unless caused in whole or in part by, the negligence of, wilful misconduct of, or breach of the **Indenture** by, the **Corporate Trustee**, it is acknowledged by the **Norway House Cree Nation** that all losses for which the **Corporate Trustee** may be liable shall be limited to the **Assets** of the **Trust** in the hands of the **Corporate Trustee**.

6.8 **Hiring of Advisors and Agents.** The **Corporate Trustee**, with the written consent of the **Norway House Trustees and Chief and Council**, may appoint such other advisors and agents not regularly in its employ as are required, including an investment manager in Canada, which may be an affiliated or associated company of the **Corporate Trustee**, to manage and invest the **Assets** in accordance with Section 15.

6.9 **Fee for Service.** The **Corporate Trustee** shall be paid from time to time reasonable remuneration for its services as determined in advance by **Chief and Council**, agreed to by the

**Corporate Trustee** and a majority of the **Norway House Trustees**. In addition, the **Corporate Trustee** shall be paid or reimbursed upon its request for all reasonable expenses, disbursements and advances incurred or made by the **Corporate Trustee** in the administration of its duties hereunder, including, without limitation, legal fees and expenses, and the reasonable compensation and disbursements of all other advisors and agents not regularly in its employ.

- 6.10 Successor to Corporate Trustee. The **Corporate Trustee** may:
- (a) resign upon sixty (60) days notice in writing to **Chief and Council**;
  - (b) be discharged for cause forthwith upon written notice from **Chief and Council**; or
  - (c) be discharged by **Chief and Council** upon sixty (60) days notice in writing to the **Corporate Trustee**;
- but the property of the **Trust** shall remain vested in that **Corporate Trustee** until a successor assumes office.
- 6.11 Removal Consequences. If a **Corporate Trustee** is discharged, becomes disqualified, refuses or is unable to act, resigns, or is removed by a court of law, **Chief and Council** shall forthwith advise the **Parties** and within forty five (45) days of the position becoming vacant, shall appoint a new **Corporate Trustee**. Within fourteen (14) days of such appointment, **Chief and Council** shall advise the **Norway House Trustees, Members, Canada, Hydro and Manitoba** of the appointment. If a **Corporate Trustee** resigns or is discharged the **Corporate Trustee** shall be paid or reimbursed in accordance with Section 6.9 for all reasonable remuneration, expenses, disbursements and advances incurred or made by the **Corporate Trustee** in the administration of its duties up to the date of resignation or discharge.
- 6.12 Successor Trustee Duties. A successor **Corporate Trustee** may be required by **Chief and Council** to verify or audit the books, records or accounts of a predecessor **Corporate Trustee**.
- 6.13 Property Vests in Successor Trustee. Title to property of the **Trust** shall vest in a successor **Corporate Trustee** concurrent with its assuming office and a predecessor **Corporate Trustee** shall, at the written request of **Chief and Council** and at the expense of the **Trust**, execute all documents and do all acts necessary to cause and complete such vesting.
- 6.14 Acceptance of the Trust Terms. Prior to assuming office, each **Corporate Trustee** shall execute and deliver to each of the **Parties** an original signed copy of the Undertaking and Acceptance of the **Corporate Trustee** in the form of Schedule 2 and confirm in writing that it is bound by the terms of this **Indenture** and the **Agreement** in all respects as if it were, and regardless of whether, it is the original **Corporate Trustee**.

## 7.0 SECTION 7: CHIEF AND COUNCIL

- 7.1 Duties of Chief and Council. **Chief and Council** shall:
- (a) conduct elections and appointments of **Norway House Trustees** as provided in Sections 5.4, 5.5 and 5.9;
  - (b) appoint successor **Corporate Trustees** as provided in Section 6.11;
  - (c) administer the **Community Approval Process**;
  - (d) administer the general compensation payments provided for in Article 10.7 of the **Agreement** and in accordance with Section 8.20 and meet with the **Trustees** as provided in Section 8.22;
  - (e) administer the claims procedure as provided in Article 10 of the **Agreement**;
  - (f) establish a system to provide for the comprehensive accounting and reporting of **Trust Payments** and the disclosures made and budget approved during the **Community Approval Process** and obtain a written certification from a chartered accountant or the **Trust Payments Auditor** that the system is adequate;

- (g) administer **Trust Payments** as provided in Sections 17 and 18, including the establishment of separate accounts pursuant to Section 18.1;
- (h) obtain and present reports on the administration of **Trust Payments** as provided in Section 20;
- (i) provide timely notice of a **Meeting of Members** and other matters prescribed by this **Indenture** and such other steps as are reasonably required for a **Meeting of Members**;
- (j) appoint a chartered accountant in private practice as the **Trust Payments Auditor** to audit the receipt and expenditure of **Trust Payments** including, but not limited to, any account of **Chief and Council** established pursuant to Section 18.1 and to produce the audited financial statements required pursuant to Section 20.1(b) and the report required pursuant to Section 20.1(c);
- (k) provide to the **Trust Payments Auditor**, and any successor **Trust Payments Auditor**, upon appointment, a copy of this **Indenture** and the **Agreement**;
- (l) provide written notice to the **Trustees** of the appointment, termination or resignation of a **Trust Payments Auditor** within ten (10) days of such appointment, termination or resignation;
- (m) receive **Trust Payments** resulting from the approval of proposals submitted pursuant to Sections 8.2(a) to (f), 13.7 and 14.7 each fiscal year, deposit same in accordance with Section 18.1 and settle amounts equal to the amount of those **Trust Payments** into the **Trust** on or before December 31;
- (n) obtain the releases from the Norway House Fishermen's Co-op. Ltd. and the Norway House Local Trapper Association as required pursuant to Section 23.3; and
- (o) perform any other duties assigned to it by this **Indenture**.

7.2 Article 4 Obligation. In relation to the **Permit and Fee Simple Lands** and the **Land Corporation**, **Chief and Council** shall:

- (a) cause the **Land Corporation** to be incorporated and the Directors to be nominated with such restrictions, provisions and characteristics as provided in Articles 4.2.1, 4.2.2, 4.2.5 and 4.2.6(a) of the **Agreement**;
- (b) upon execution of the Declaration and Acceptance of Trust by the **Corporate Trustee** in the form of Schedule 4.2 of the **Agreement** cause the share in the **Land Corporation** to be issued in the name of the **Corporate Trustee**, as provided by Article 4.2.3 of the **Agreement**;
- (c) conduct the **Community Approval Process** in the circumstances to which Articles 4.2.5, 4.3.1 and 4.3.2 of the **Agreement** apply;
- (d) where appropriate, render the written approval or written opinion required under Articles 4.3.3(b) or (d) of the **Agreement** and notify the **Trustees** of same; and
- (e) explain the nature and significance of a Transaction at a **Meeting of Members** as provided by Article 4.3.3 of the **Agreement**.

7.3 Chief and Council Acceptance. Prior to **Chief and Council** carrying out any duty or exercising any right assigned to it under this **Indenture**, the greater of:

- (a) a quorum of **Chief and Council**; and
- (b) a majority of **Chief and Council**;

shall execute the Undertaking and Acceptance of **Chief** or Councillor in the form of Schedule 3, and deposit same with the **Corporate Trustee**.

7.4 Consequences of Failure to Sign Acceptance. A member of **Chief and Council** who fails to execute the Undertaking and Acceptance of **Chief** or Councillor in the form of Schedule 3 shall not participate in decisions of **Chief and Council** respecting this **Indenture** or **Trust Payments**. If as a result it is not possible to obtain a quorum of **Chief and Council**, decisions shall be made by a **Majority Vote** at a **Meeting of Members** convened by the **Trustees**.

- 7.5 **No Benefit.** A member of **Chief and Council** who has failed to execute the Undertaking and Acceptance of **Chief** or Councillor in the form of Schedule 3 shall not be entitled to receive any benefit from the **Trust**, unless and until:
- (a) the proposed benefit and the refusal to execute the Undertaking and Acceptance of **Chief** or Councillor in the form of Schedule 3 have been disclosed to a **Meeting of Members** convened by the **Trustees**; and
  - (b) the proposed benefit to the member of **Chief and Council** is approved by a **Majority Vote**, and the proposed benefit does not accrue exclusively to that person, a partnership in which that person is a partner, or a corporation of which that person is a shareholder, director or officer.
- 7.6 **Disclosure of Conflicts of Interest.** If a member of **Chief and Council** has a direct or indirect pecuniary interest in any matter before **Chief and Council** involving **Trust Payments**, including the potential receipt by that person of payment from a program, project or initiative to be funded by **Trust Payments** in relation to the provision of goods or services to that program, project or initiative, that person shall:
- (a) forthwith disclose such interest in writing to **Chief and Council**;
  - (b) withdraw from any meeting of **Chief and Council** while such matter is being considered; and
  - (c) refrain from voting on, or otherwise influencing, the decision of **Chief and Council** in relation to such matter;
- unless such interest is that of a **Member**, or a group of **Members** generally, and is not related to being or having been a member of **Chief and Council**. If as a result it is not possible to obtain a quorum of **Chief and Council**, the matter shall be decided by a **Majority Vote** at a **Meeting of Members** convened by the **Trustees**.
- 7.7 **No Encumbering.** Except as expressly provided in this **Indenture**, **Chief and Council** shall not:
- (a) pledge, encumber, or charge **Assets, Funds Available** or **Trust Payments**;
  - (b) commit **Assets**; or
  - (c) commit **Funds Available** or **Trust Payments** beyond the current fiscal year.
- 7.8 **Liability of Chief and Council.** When handling **Trust Payments**, the **Chief and Council** shall:
- (a) spend **Trust Payments** only:
    - (i) in accordance with the purpose for which same are provided in regard to **Obligations of the Trust**,
    - (ii) pursuant to the **Community Approval Process** only as disclosed and approved,
    - (iii) in accordance with the purposes for which same are provided in regard to funds from the **Environmental Monitoring Sub-account** pursuant to Article 7 of the **Agreement** and Sections 11.3 and 17.16, and
    - (iv) in accordance with the purposes for which same are disclosed and approved for administration pursuant to Sections 8, 13, 14 and 18;
  - (b) take steps to deposit such amounts as are required by the **Indenture** into the accounts established under Section 18.1;
  - (c) personally reimburse the **Trust** for their own misappropriation or misuse of **Trust Payments**; and
  - (d) be personally liable for their own negligence, wilful misconduct or breach of this **Indenture**; but shall not otherwise be liable for honest errors in judgment in making any decisions or exercising any discretion, provided same is authorized under this **Indenture** or the **Agreement**.

## 8.0 SECTION 8: COMMUNITY APPROVAL PROCESS

- 8.1 Preparation of Proposals, Plans and Initiatives. At least once for each fiscal year **Chief and Council, Members** or other **Community Organizations**, or representatives of such **Members** or other **Community Organizations**, may prepare proposals, plans and initiatives consistent with the purposes of the **Trust** as set out in Section 3.3 for the use of **Funds Available** from the **Community Development Account**, and submit same to **Chief and Council** for review.

For the purposes of the **Trapping Sub-account** and the **Commercial Fishing Sub-account**, the requirements of this Section 8.1 shall be met by Sections 13.6 and 14.6 respectively.

- 8.2 Settlement Proposals. At least once each fiscal year, **Chief and Council** shall prepare, consistent with the purposes of the **Trust** as set out in Section 3.3 for the use of **Funds Available** from the **Community Development Account**, the following proposals including the information required pursuant to Section 8.7, and shall submit same to **Members** for information, and in the case of a submission pursuant to Section 8.2(f) for consideration, at a **Meeting of Members** held under Section 8.4:

- (a) a **Trust Settlement** proposal to address the purpose of Section 11.1(d), which proposal shall be to settle moneys not less than the greater of:
  - (i) fifteen (15%) per cent of the **Income** in the current fiscal year, with the exception of the **Income** from the **Trapping Sub-account** and the **Commercial Fishing Sub-account**, or
  - (ii) the amount of any uncommitted **Funds Available** at the end of that fiscal year, with the exception of the **Funds Available** attributable to the **Trapping Sub-account** and the **Commercial Fishing Sub-account**,  
into the **Assets** of the **Trust**;
- (b) an **Economic Investment Settlement** proposal to address the purpose of Section 11.1(e), which proposal shall be to settle moneys equal to at least five (5%) per cent of the **Income** in the current fiscal year, with the exception of the **Income** from the **Trapping Sub-account** and the **Commercial Fishing Sub-account**, into the **Economic Investment Sub-account** established pursuant to Section 10.2;
- (c) a **Claims Account Settlement** proposal to replenish the **Claims Account**, which proposal shall be to settle moneys into the **Claims Account** in an amount which is adequate to restore the required opening accounting balance in the **Claims Account** for the current fiscal year in accordance with Sections 12.1, 12.3 or 12.4; and
- (d) for a **Capital Work** approved in a prior fiscal year where **Operation and Maintenance** is funded from the **Trust**, an **Operation and Maintenance Settlement** proposal to meet the **Operation and Maintenance** requirements of the **Capital Work** in the current fiscal year, which proposal shall be to settle money into the **Operation and Maintenance Sub-account** in an amount determined in accordance with the budget submitted pursuant to Section 8.7 for that **Capital Work**, subject to any alteration pursuant to Section 8.15;
- (e) for a **Capital Work** approved in a prior fiscal year, commencing in the fiscal year following the fiscal year in which the **Capital Work** is approved and subject to Section 11.9, an **Asset Replacement Settlement** proposal to accumulate funds for the replacement of the **Capital Work** at the end of its functional life, which proposal shall be to settle moneys into the **Asset Replacement Sub-account** in an amount determined in accordance with the budget submitted pursuant to Section 8.7 for that **Capital Work**; and
- (f) for a **Major Capital Work** approved in a prior fiscal year, a **Major Capital Work Settlement** proposal to accumulate funds for the **Major Capital Work**, which proposal shall be to settle moneys into the **Major Capital Work Sub-account** in an amount approved by the **Community Approval Process**.

The proposals referred to in Sections 8.2(a) to (e) shall require only the approval of **Chief and Council** pursuant to Section 8.9. The proposal referred to in Section 8.2(f) shall require approval under the **Community Approval Process** each fiscal year. For the purposes of the **Trapping Sub-**

**account** and the **Commercial Fishing Sub-account**, the requirements of Section 8.2(a) shall be met by Sections 13.7 and 14.7 respectively.

- 8.3 **Review of Proposals by Chief and Council.** At least once for each fiscal year, **Chief and Council** shall review proposals, plans and initiatives prepared pursuant to Sections 8.1, 8.2, 13.6, 13.7, 14.6 or 14.7 for the use of **Funds Available** from the **Community Development Account**. In reviewing such proposals, plans and initiatives **Chief and Council** shall determine:
- (a) whether the result or effect of the proposal, plan and initiative:
    - (i) complies with the purposes of the **Trust** as set out in Section 3.3,
    - (ii) supports the long term development of Norway House Cree Nation, and
    - (iii) should provide benefit to **Norway House Cree Nation** or the **Members**;
  - (b) where such proposal, plan or initiative involves indirect administration by a **Community Organization** or **Member** under Sections 13.18, 14.18 or 18.3 and 18.4, whether **Chief and Council** is satisfied that the **Community Organization** or **Member** will properly administer the funds, if any, to be transferred to the **Community Organization** or **Member**.

Where **Chief and Council** determine that a proposal does not satisfy the criteria of this Section 8.3, the proposal shall be deemed to be rejected and the proponent of the proposal may thereafter submit an amended proposal for further consideration by **Chief and Council**.

- 8.4 **Proposals to be Submitted to Members.** **Chief and Council** shall, at least once for each fiscal year, submit the following proposals to a **Meeting of Members**:
- (a) those proposals, plans, or initiatives submitted under Sections 8.1 and 8.2(f) that satisfy the criteria of Section 8.3 for their consideration; and
  - (b) the proposals referred to in Sections 8.2(a) to (e) for their information.
- For the purposes of the **Trapping Sub-account** and the **Commercial Fishing Sub-account**, the requirements of this Section 8.4 shall be met by Sections 13.9 and 14.9 respectively.

- 8.5 **Consideration and Approval by Members.** At the **Meeting of Members** referred to in Section 8.4, the **Adult Members** shall, by **Majority Vote**, determine which, if any, proposals submitted under Section 8.4(a) the **Adult Members** approve to be submitted to **Chief and Council** for final approval. The cumulative value of proposals approved by **Adult Members** plus the value of the proposals submitted under Section 8.4(b) shall not exceed the amount of **Funds Available** for the **Community Approval Process**, and shall otherwise be in accordance with this **Indenture**.

For the purposes of the **Trapping Sub-account** and the **Commercial Fishing Sub-account**, the requirements of this Section 8.5 shall be met by Sections 13.8 and 14.8 respectively.

- 8.6 **Notice for Meeting on Budget Proposals.** In addition to the notice requirements in Section 3.10, notice for a **Meeting of Members** provided for under Sections 8.4, 8.10, 11.2, 13.9 and 14.9 and under Article 4 of the **Agreement** shall:
- (a) indicate where the information and relevant documents referred to in, and disclosed pursuant to Section 8.7, can be obtained or reviewed by **Members**; and
  - (b) subject to Sections 13.11 and 14.11, specify that within seven (7) calendar days after the **Meeting of Members**, a public meeting of **Chief and Council** open to all **Members**, will be held to make a final decision on expenditure proposals and notice for that public meeting will be posted at least two (2) calendar days before the meeting.

- 8.7 **Disclosure Requirements.** Prior to a **Meeting of Members** pursuant to Section 8.4, **Chief and Council** shall make available to **Members**:
- (a) for each program, project or initiative, including a **Capital Work**:
    - (i) a description of the program, project or initiative, and its purpose,
    - (ii) any available drawings,



- (iii) a budget, including cash flow projections,
  - (iv) the intended location,
  - (v) implementation and administration methods, including the experience and capability of any organization to be employed therein,
  - (vi) anticipated benefits, including, where applicable, jobs, training and income support details,
  - (vii) where applicable and known, the contractors or subcontractors,
  - (viii) if the program, project or initiative was previously funded, the amount of money previously provided from the **Trust** and the results accomplished,
  - (ix) if any member of **Chief and Council** has disclosed a direct or indirect pecuniary interest, a copy of the written disclosure provided pursuant to Section 7.6(a) and the item to which the disclosure relates,
  - (x) for an economic initiative proposed to be undertaken from the Economic Investment Sub-account established pursuant to Section 10.2, a detailing of the benefits, the rate of return, the level of risk involved, the liquidity of the investments and any other relevant information in regard to that initiative, and
  - (xi) if it is a **Multi-year Program or Capital Work**, the fiscal years during which the program or **Capital Work** will require funding, and the amount of funding required for each such fiscal year;
- (b) in addition, for each proposed **Capital Work**, except residential housing where the total cost of **Operation and Maintenance** is the exclusive obligation of one (1) or more of the occupants:
- (i) if it is a **Major Capital Work**, at the time of the first and subsequent yearly approvals, the purpose of the proposed project and the amount of funds to be accumulated by fiscal year; and in the fiscal year prior to the first fiscal year in which any expenditure of the accumulated funds is to be incurred, a revised proposal in full accordance with this Section 8.7,
  - (ii) an **Operation and Maintenance** budget for the anticipated functional life of the **Capital Work** indicating all costs therein together with any anticipated revenue, and the proportion to be accumulated in a Service and Repair Reserve as provided for in Section 11.6, which budget is supported by a written opinion prepared or confirmed by a registered member of a Provincial Association of Architects or **Professional Engineer**; however, where the total cost of the **Capital Work** will not exceed one hundred thousand (\$100,000.00) dollars an opinion from **Chief and Council** confirming such budget, shall be sufficient,
  - (iii) an **Asset Replacement** budget indicating the anticipated functional life of the **Capital Work** and the estimate of inflation used to determine the annual payment required to fund **Asset Replacement**, which budget is supported by a written opinion prepared or confirmed by a registered member of a Provincial Association of Architects or **Professional Engineer**; however, where the total cost of the **Capital Work** will not exceed one hundred thousand (\$100,000.00) dollars an opinion from **Chief and Council** confirming such budget shall be sufficient, and
  - (iv) plans and arrangements for funding the **Operation and Maintenance** and the **Asset Replacement** budgets;
- (c) in addition, for each existing **Capital Work** approved in a previous fiscal year, except residential housing where the total cost of **Operation and Maintenance** is the exclusive obligation of one (1) or more of the occupants:
- (i) the costs of **Operation and Maintenance** in the latest fiscal year for which audited financial statements are available,
  - (ii) arrangements and plans for funding **Operation and Maintenance** in the current and subsequent fiscal years, and
  - (iii) details of the **Asset Replacement** plan and account;
- (d) in addition, for any proposal intending to spend moneys from an **Asset Replacement** fund as provided for in Section 11.10:

- (i) the acknowledgement that the moneys to be spent originate from the **Asset Replacement** fund related to the specific **Capital Work** and that the **Capital Work** has attained the end of either its actual or its anticipated functional life, and
- (ii) the amount of this fund to be spent, and the amount, if any, to be reallocated by the **Trustees to Funds Available**;
- (e) in addition, for any proposed transaction in relation to the share in the **Land Corporation or Permit and Fee Simple Lands** or lands acquired or improved with **Trust Payments**:
  - (i) *the nature and significance thereof,*
  - (ii) the anticipated costs associated therewith,
  - (iii) the anticipated proceeds, if any, therefrom,
  - (iv) the planned use of any proceeds therefrom, and
  - (v) the planned benefits of any proposed use or disposition; and
- (f) in addition, for each **Settlement** proposal submitted pursuant to Sections 8.2, 13.7 and 14.7 the request for the receipt of funding for the approved proposal shall be no earlier than December 15 of the fiscal year to which the proposal relates.

8.8 Construction Price Index. For any fiscal year of the **Trust** after the first fiscal year, the **Trustees** may increase the cost limitation for a **Capital Work** referenced in Sections 8.7(b)(ii) and (iii) by the percentage increase in the Non Residential Building Construction Price Index, Seven City Composite, for Canada issued by Statistics Canada, (or any successor or substitute index) in relation to the preceding fiscal year.

8.9 Budget Decisions. Subject to Sections 13.11 and 14.11, within seven (7) calendar days following a **Meeting of Members** as provided in Section 8.4, **Chief and Council** at a public meeting of **Chief and Council**, held on **Reserve** and open for all **Members** to attend, and for which notice, specifying the date, time, place and purpose of the meeting, has been posted in public locations on **Reserve** at least two (2) calendar days before the proposed meeting, shall:

- (a) make a final decision whether to approve a program, proposal or initiative approved by **Majority Vote** at said **Meeting of Members**;
- (b) make a final decision whether to approve the proposals referred to in Sections 8.2(a) to (e), 13.11 and 14.11;
- (c) pass a **Council Resolution** confirming its decision;
- (d) provide the **Trustees** with a signed original of the **Council Resolution** containing sufficient detail, including copies of the notices and documents required by and delivered pursuant to Sections 3.10, 8.6 and 8.7, and if applicable, Sections 8.10 and 8.14, to permit the **Norway House Trustees** to confirm the determinations required by Section 8.3(a); and
- (e) consistent with Sections 17.4 and 17.5, request the release of **Trust Payments** by **Council Resolution** accompanied by a Certificate of Disclosure and Budget Approval by **Community Approval Process** in the form of Schedule 4. **Chief and Council** shall ensure that the timing for the release of the **Trust Payments**, pursuant to the request, reflects the needs and nature of the proposal, plan or initiative considering such matters as delivery requirements, preparation, planning and design time, construction timetables, weather restrictions, community needs and availability of parts, materials or service as consistent with the cash flow requirements.

The cumulative value of proposals approved for a fiscal year shall not exceed the amount of **Funds Available** in that fiscal year, taking into account any requirements for a **Multi-year Program or Capital Work** and **Operation and Maintenance** and **Asset Replacement** in relation to a **Capital Work** approved in a prior fiscal year and still being funded.

8.10 Amended Proposal, Plan or Initiative. Subject to Sections 13.12 dealing with the **Trapping Sub-account** and 14.12 dealing with the **Commercial Fishing Sub-account**, **Chief and Council** may by **Council Resolution**, upon the request of the proponent of the proposal, plan or initiative or where **Chief and Council** proposes the change, upon fifteen (15) days written notice to the proponent, change, amend or alter a proposal, plan or initiative. Notwithstanding the preceding, any material

change to the proposal, plan or initiative including, but not limited to the documents, information, budgets, details, plans, opinions, descriptions, drawings, methods, or arrangements set out in Section 8.7 may only be amended by **Council Resolution** after such change, amendment or alteration has been discussed at a **Meeting of Members** and approved by **Majority Vote**.

- 8.11 **Non-Material Changes.** If **Chief and Council** determine on reasonable grounds that a change is not material, **Chief and Council** shall post notice of their determination in public locations on **Reserve**, and by other means considered by **Chief and Council** reasonably likely to notify **Members** on **Reserve**, to publicize the proposed change. The notice shall:
- (a) specify the proposal, plan or initiative which is to be changed;
  - (b) describe the nature of the proposed change;
  - (c) indicate where pertinent information can be obtained or reviewed by **Members**;
  - (d) indicate where **Adult Members** who object to the change may register their objection in writing and provide a deadline, which is at least two (2) business days after the posting of notice, within which time **Adult Members** must register their objections;
  - (e) state that a minimum of forty (40) **Adult Members** must register their objection in writing or by signing their names on a registration sheet to be maintained by **Chief and Council**, in order for the change to be reconsidered;
  - (f) state that if forty (40) or more **Adult Members** register their objection a public meeting will be held to consider the change; and **Chief and Council** shall within two (2) days of receipt of the required number of objections post notice of a public meeting to be held within two (2) days after the posting of the notice.
- 8.12 **Meeting to Consider Change.** In the event that forty (40) or more **Adult Members** register their objection and the public meeting is held, prior to any consideration of the change, **Chief and Council** shall determine if seventy-five (75%) per cent of those who registered an objection are in attendance. If there are, **Chief and Council** shall discuss the change and put the matter to a vote of **Adult Members**. The majority of **Adult Members** who vote shall determine if the change will proceed. If less than seventy-five (75%) per cent of those who registered an objection are in attendance, **Chief and Council** may cancel the public meeting and proceed with the change as proposed.
- 8.13 **Paramount Consideration.** The **Trustees** shall not make any payments from the **Trust** towards a new **Capital Work**, unless they are satisfied from the information available to them that the anticipated future cost of **Operation and Maintenance** for that **Capital Work**:
- (a) has been disclosed and approved under Sections 8.7 and 8.9; and
  - (b) can be funded entirely from one or more of:
    - (i) not more than the portion of the **Funds Available** in any year which may be committed pursuant to Section 8.17,
    - (ii) funding committed by **Canada, Manitoba or Norway House Cree Nation**, and
    - (iii) any other reliable source.
- 8.14 **Release of Funds.** Where:
- (a) the **Trustees** are not satisfied from the information available to them that other sources of funding under Section 8.13 can reasonably be relied upon;
  - (b) **Chief and Council** has fully disclosed at a **Meeting of Members** the other sources of funding and that the **Trustees** are not satisfied that the sources of funding can be relied upon; and
  - (c) by a **Majority Vote**, approval is given to proceed with the **Capital Work**;
- upon receipt of such approval, **Chief and Council** shall request release of **Funds Available** consistent with Section 8.9. The **Trustees**, subject to the limits referred to in Section 8.17, shall then pay any resulting shortfall of funds for **Operations and Maintenance** from the **Funds Available** in each fiscal year during the anticipated functional life of the **Capital Work**.
- 8.15 **Alterations.** Where in the opinion of **Chief and Council** the funds previously paid for **Operation and Maintenance** are no longer required because:

- (a) other sources of committed funding for **Operation and Maintenance** are available;
- (b) the amount allocated is not required for **Operation and Maintenance**; or
- (c) there is a change in circumstances which warrants such a reallocation taking into consideration the need for the **Capital Work**;

**Chief and Council** shall request that the **Trustees** confirm its opinion pursuant to Sections 8.15(a), (b) or (c), and thereupon reallocate funds from the **Operation and Maintenance Sub-account to Funds Available**. The reallocation of funds allowed under this Section 8.15 may apply to the **Operation and Maintenance** funds accumulated in the Service and Repair Reserve established by Section 11.6 if such reallocation is either supported by the written opinion of a **Professional Engineer** where there is a structural or operational reason for reallocating the funds, or by the written opinion of an accredited accountant where there is a financial reason for reallocating the funds.

- 8.16 **Multi-year Program or Capital Work.** The **Trustees** shall not make any payment from the **Trust** towards a new **Multi-year Program or Capital Work**, unless, subject to Section 8.23, they are satisfied from the information available to them that there will be adequate **Funds Available** in the following fiscal years to meet the funding requirement for the **Multi-year Program or Capital Work**.
- 8.17 **Maximum Commitments in Future Fiscal Years.** **Chief and Council** may commit **Funds Available** in future fiscal years to meet the requirements of **Operation and Maintenance** and **Asset Replacement** related to a **Capital Work** approved in accordance with the **Community Approval Process**. The total annual amount so committed in relation to all **Capital Works** approved shall not exceed:
- (a) during the term of **Chief and Council** signatory to this **Indenture**, ten (10%) per cent of the **Funds Available** in each future fiscal year during the anticipated life of the **Capital Work**;
  - (b) during the term of **Chief and Council** next following, twenty (20%) per cent of the **Funds Available** in each future fiscal year during the anticipated life of the **Capital Work**; and
  - (c) thereafter, twenty-five (25%) per cent of the **Funds Available** in each future fiscal year during the anticipated life of the **Capital Work**.
- 8.18 **Additional Allocations.** In addition to the provisions of Section 8.17, the **Community Approval Process** may, in a fiscal year, approve additional allocations from **Funds Available** for **Operation and Maintenance** or **Asset Replacement** in that fiscal year.
- 8.19 **Moneys Not Spent in Fiscal Year Do Not Lapse.** Any moneys approved for expenditure but not expended by **Chief and Council** in the fiscal year for which they were approved, may be expended by **Chief and Council** in a subsequent fiscal year, but only for the original purpose and subject to the original terms and conditions.
- 8.20 **Funding and Administration of General Compensation Payments.** The **Trustees** shall pay to **Chief and Council** sufficient money from the **Assets** to permit **Chief and Council** to pay and administer the general compensation payments to, or for the benefit of, **Members** provided for in Article 10.7 of the **Agreement**. **Chief and Council** shall provide to the **Trustees** a **Council Resolution** with the budget for the general compensation payments and the administrative costs in sufficient detail to permit the **Trustees** to confirm, in relation to the pre-authorized general compensation payments pursuant to Article 10.7.2 of the **Agreement**, that the costs are within the limit set out in Section 8.21. This budget submission shall include a list of **Members** to whom, or on whose behalf, general compensation payments are to be paid.
- 8.21 **Allowable Administration Costs.** The costs to administer the distribution of pre-authorized general compensation payments to **Members** pursuant to Article 10.7.2 of the **Agreement** may include, but are not limited to:
- (a) development of a list of entitled **Members**;

- (b) preparation of the application/receipt;
- (c) preparation of cheques;
- (d) distribution of cheques;
- (e) compilation of records; and
- (f) associated staff time and overhead expenses.

These administration costs for pre-authorized general compensation payments pursuant to Article 10.7.2 of the **Agreement** shall not exceed thirty thousand (\$30,000.00) dollars.

- 8.22 Reconciliation of Payments. **Chief and Council** shall keep and maintain records of all payments made pursuant to Sections 8.20 and 8.21 and Article 10.7 of the **Agreement**. **Chief and Council** shall report in accordance with Section 20 on payments made and administrative costs incurred. Within ninety (90) days of the four (4) year anniversary of the date of the final general compensation payment made pursuant to Article 10.7 of the **Agreement**, **Chief and Council** shall meet with the **Trustees** to reconcile and finalize the general compensation payments and administrative costs. This reconciliation will include a list of **Members** to whom, or on whose behalf, general compensation payments were paid. Any money received by **Chief and Council**, but unpaid following the reconciliation and finalization of payments and costs shall be repaid by **Chief and Council** to the **Trust**.
- 8.23 Multi-year Commitments by Chief and Council. **Chief and Council** may, during their term of office, commit **Funds Available**, where otherwise consistent with this **Indenture** and subject to the satisfaction of the **Trustees** under Sections 8.13, 8.16 and the limitations under Section 8.17, for:
- (a) the fiscal year during which they assume office to the extent such funds are previously uncommitted, or are recommitted through the **Community Approval Process**;
  - (b) a fiscal year during which they are in office for the entire fiscal year; and
  - (c) the fiscal year in which the next following **Chief and Council** assume office.
- 8.24 Pre-operational Expenses. Commitments entered into by **Chief and Council** prior to the **Date of the Agreement** for reasonable expenses to be incurred by **Norway House Cree Nation** in the definition and establishment of implementation structures and arrangements with respect to the **Agreement** and this **Indenture**, (Pre-operational Expenses), which are further described in Section 8.25, may be ratified for payment pursuant to Section 8.26.
- 8.25 Nature of Expenses. Pre-operational Expenses shall include only those expenditures undertaken on those matters which are directly related to enabling **Norway House Cree Nation, Chief and Council** and the **Trustees** to effectively implement **Norway House Cree Nation** rights and responsibilities as set out in the **Agreement** and this **Indenture**. Without limiting the generality of the foregoing, such matters will include the design, development and operational organization of **Keenanow Trust**, the **Claims Officers**, the **Claims Panels**, the **Panel of Arbitrators**, the **Norway House Environmental Monitoring Agency** established pursuant to Article 7 of the **Agreement**, the arrangements in Article 5 of the **Agreement**, including the **Norway House Resource Management Board**, the transfer of **Compensation Lands** and **Permit and Fee Simple Lands**, the **Land Corporation**, and the associated **Norway House Cree Nation** governmental management and accounting systems, including the **Keenanow Trust Secretariat**.
- 8.26 Approval of Commitments. Commitments of **Chief and Council** referred to in Sections 8.24 and 8.25 shall be paid from **Funds Available**, only after they have been approved by **Members** and **Chief and Council** through the **Community Approval Process**. If **Members** or **Chief and Council** do not approve some or all of the said commitments, such commitments which are not approved shall not be paid or reimbursed from **Funds Available**.
- 8.27 Decisions Prior to the Date of the Agreement. For fiscal years 1997 and 1998, compliance with the **Community Approval Process** shall be satisfied notwithstanding that proceedings and meetings were held or decisions were made after January 31, 1997 and before the **Date of the Agreement**.

## 9.0 SECTION 9: TRUST AUDITOR

- 9.1 **Trust Auditor.** The **Trustees** shall appoint a chartered accountant in private practice as the **Trust Auditor** to audit the **Trust Accounts**. Where there is no **Trust Auditor** in place for a period in excess of 30 days the authority of the **Trustees** to make payments from **Funds Available** shall be suspended until such time as a **Trust Auditor** is appointed.
- 9.2 **Trust Auditor's Duties.** The **Trust Auditor** shall be retained to conduct an audit examination of the annual financial statements of the **Trust**. The **Trust Auditor's** examination shall:
- (a) include the **Assets**, **Trust Payments** from the **Trust** as recorded by the **Corporate Trustee**, the **Community Development Account**, the **Claims Account**, the **Trapping Sub-account**, the **Commercial Fishing Sub-account**, the Economic Investment Sub-account established pursuant to Section 10.2, the **Environmental Monitoring Sub-account**, the **Operation and Maintenance Sub-account**, the **Asset Replacement Sub-account** and the **Major Capital Work Sub-account**; and
  - (b) be in accordance with generally accepted accounting principles and auditing standards and express an opinion on the fairness, in all material respects, of the financial position of the **Trust** and the results of operation and changes in the financial position for the fiscal year then ended.

Within ninety (90) days after the end of the fiscal year, the **Trust Auditor** shall provide a copy of its audit report and any other necessary reports on **Assets**, **Trust Payments** and the **Trust** to the **Trustees** and to **Chief and Council**.

- 9.3 **Copy of Indenture.** The **Trustees** shall provide a copy of this **Indenture** and the **Agreement** to the **Trust Auditor** upon appointment.

## PART FOUR: TRUST ACCOUNTS

### 10.0 SECTION 10: RECEIPT AND ALLOCATION OF SETTLEMENT PROCEEDS

- 10.1 **Delivery of Settlement Proceeds.** Subject to Article 6 of the **Agreement**, **Norway House Cree Nation** agrees and irrevocably directs that all **Settlement Proceeds**, and without limiting the generality of the foregoing including:
- (a) the **Pre-determined Compensation** referred to in Article 2.5 of the **Agreement**, or compensation paid under Articles 2.5.6, 2.5.7 or 2.5.10 of the **Agreement**;
  - (b) replacement bonds or **Settlement Proceeds** referred to in Article 6.3.1 of the **Agreement**; and
  - (c) new bonds deliverable to the **Trust** and referred to in Article 10.8.3 of the **Agreement**;
- shall be delivered to the **Corporate Trustee** on behalf of the **Trustees**, to be held by the **Trustees** upon the terms, conditions and provisions of this **Indenture**.
- 10.2 **Accounts of the Trust.** The **Trustees** shall, as required, establish and maintain separate accounting records for:
- (a) the **Claims Account**; and
  - (b) the **Community Development Account**, and within the **Community Development Account** for:
    - (i) an Economic Investment Sub-account to accumulate funds settled by **Chief and Council** pursuant to Section 8.2(b) for investment in economic development initiatives,
    - (ii) an **Environmental Monitoring Sub-account** to accumulate funds received from **Hydro** as **Pre-determined Compensation** or other compensation

pursuant to Article 2.5 of the **Agreement** and allocated to the **Environmental Monitoring Sub-account** pursuant to Article 7.3 of the **Agreement**,

- (iii) a **Trapping Sub-account**,
- (iv) a **Commercial Fishing Sub-account**,
- (v) an **Operation and Maintenance Sub-account**,
- (vi) an **Asset Replacement Sub-account**, and
- (vii) a **Major Capital Work Sub-account**.

- 10.3 **Timing of Establishment.** The **Claims Account**, the **Community Development Account**, the **Trapping Sub-account** and the **Commercial Fishing Sub-account** shall be established upon settlement of the **Trust**. The **Economic Investment Sub-account** shall be established upon approval of the first proposal submitted pursuant to Section 8.2(b) and approved under Section 8.9. The **Environmental Monitoring Sub-account** shall be established upon receipt of the first payment from **Hydro** pursuant to Article 2.5 of the **Agreement**. The **Operation and Maintenance Sub-account** and the **Asset Replacement Sub-account** shall be established upon approval of the first **Capital Work**. The **Major Capital Work Sub-account** shall be established upon approval of the first **Major Capital Work**.
- 10.4 **Funding Accounts.** In accordance with the terms of this **Indenture** and the **Community Approval Process**, the **Trustees** shall fund the **Community Development Account** and the **Claims Account** from:
- (a) the **Settlement Proceeds**;
  - (b) the **Assets**;
  - (c) the **Funds Available**; and
  - (d) any moneys settled into the **Trust** pursuant to approved proposals submitted in accordance with Sections 8.2, 13.7 and 14.7.
- 10.5 **Minimum Capital Amount Calculation.** For all fiscal years subsequent to 2003, the **Minimum Capital Amount** at the end of a fiscal year shall be calculated by adding to the **Minimum Capital Amount** of the immediately preceding fiscal year the greater of:
- (a) fifteen (15%) per cent of the **Income** from the current fiscal year; or
  - (b) the amount in a **Trust Settlement** proposal submitted:
    - (i) under Section 8.2(a) and approved under Section 8.9,
    - (ii) under Section 13.7 and approved under Sections 13.8 to 13.11 and Section 8.9, and
    - (iii) under Section 14.7 and approved under Sections 14.8 to 14.11 and Section 8.9.
- 10.6 **Funds Available Calculation.** **Funds Available:**
- (a) for fiscal year 1997 is, subject to the required **Minimum Capital Amount**, the amount by which the sum of:
    - (i) nine million, five hundred and forty-nine thousand, eight hundred and fifty (\$9,549,850.00) dollars from the **Community Development Account**,
    - (ii) seven hundred and fourteen thousand, three hundred and two (\$714,302.00) dollars from the **Commercial Fishing Sub-account**, plus
    - (iii) the projected **Income** for the fiscal year as conservatively estimated by the **Corporate Trustee**,
 exceeds all **Obligations of the Trust** for the fiscal year;
  - (b) for any subsequent fiscal year is the amount by which the **Net Value of the Assets** on January 1, or a later date, in that fiscal year as calculated by the **Corporate Trustee** plus:
    - (i) the projected **Income** as conservatively calculated by the **Corporate Trustee** in accordance with Section 10.7 for that fiscal year,
    - (ii) the value of any principal payment by the **Parties** which, pursuant to the **Financial Schedule**, is to be received prior to the end of that fiscal year, and

- (iii) the value of any **Pre-determined Compensation** payments and other compensation paid by **Hydro** pursuant to Article 2.5 and not returned pursuant to Article 2.5.6 of the **Agreement**, if any, not allocated to the **Environmental Monitoring Sub-account** pursuant to Article 7.3 of the **Agreement** and Section 11.3, which is to be received prior to the end of that fiscal year; exceeds the **Minimum Capital Amount** for the preceding fiscal year.

10.7 **Recalculation of Projected Income.** If during a fiscal year there is trading of the investments referred to in Section 15.1(a) involving amounts equal to or greater than ten (10%) percent of the total value of those investments, the **Corporate Trustee** shall recalculate the projected **Income** and the **Net Value of the Assets** referred to in Section 10.6(b).

10.8 **Funds Available Holdback.** From **Funds Available** in a fiscal year the **Corporate Trustee** shall withhold from payment from the **Trust** an amount equal to twelve and one half (12.5%) per cent of the value of that portion of the projected **Income** referred to in Section 10.6(b) which is generated from investments referred to in Section 15.1(b) to (d), excluding from that value the projected **Income** from any such investments where the rate of return is certain. Subject to Section 17.6(a), this amount shall be withheld by the **Corporate Trustee** and shall remain uncommitted until November 15 of the fiscal year, at which time the **Corporate Trustee** shall determine if there will be any shortfall in the amount of the actual **Income** compared to the amount of **Income** projected for the fiscal year.

## 11.0 SECTION 11: COMMUNITY DEVELOPMENT ACCOUNT

11.1 **Community Development Account.** The **Community Development Account**, shall be used as specifically required in this **Indenture** following approval under the **Community Approval Process**, and includes being used:

- (a) for compensatory, mitigatory and remedial programs to address **Adverse Effects**;
- (b) to implement the **Agreement**, administer the **Trust**, and conduct the **Community Approval Process** and without limiting the generality of the foregoing, includes funding of costs referred to in Article 5.4.3 and Article 7.3.5 of the **Agreement**, and payment of damages, restitution, interest and costs awarded against the **Trust** other than amounts payable in accordance with Section 12.2 out of the **Claims Account**;
- (c) for the recreational, social, cultural and spiritual development of **Norway House Cree Nation and Members**;
- (d) for making provision for the effects of inflation, population growth, technological change, resource depletion, asset depreciation and asset replacement;
- (e) for the economic development of **Norway House Cree Nation and Members**;
- (f) for the physical development of the **Reserve**;
- (g) for the physical development of the **Permit and Fee Simple Lands**;
- (h) for environmental monitoring programs;
- (i) for resource management programs;
- (j) for **Operation and Maintenance**;
- (k) for **Asset Replacement**;
- (l) for a **Norway House Trapping** program;
- (m) for a **Norway House Commercial Fishing** program; and
- (n) for other purposes approved by the **Community Approval Process**.

11.2 **Funding the Economic Investment Sub-account.** Upon receipt of funds from **Chief and Council** in accordance with a proposal submitted pursuant to Section 8.2(b) and approved under Section 8.9,



the **Trustees** shall allocate the amount approved to the Economic Investment Sub-account established pursuant to Section 10.2 to establish and augment a fund for investment in economic development initiatives approved pursuant to the **Community Approval Process**.

- 11.3 **Environmental Monitoring Sub-account.** Upon receipt of **Pre-determined Compensation** payments and other compensation paid by **Hydro** pursuant to Article 2.5 of the **Agreement**, the **Corporate Trustee** shall allocate such funds to the **Environmental Monitoring Sub-account** pursuant to Article 7.3 of the **Agreement** for the use of the **Norway House Environmental Monitoring Agency** in the development of baseline data on the environmental conditions existing in areas of both the **Reserve** and the **Norway House Resource Management Area** affected by the **Project** from the **Date of the Agreement**.
- 11.4 **Operation and Maintenance Sub-account.** The **Operation and Maintenance Sub-account** shall fund, to the extent that such costs are to be funded from the **Trust**, the costs of works, administration, management and activities reasonably necessary for the ongoing operation, maintenance and repair of each approved **Capital Work**, except residential housing where the total cost of **Operation and Maintenance** is the exclusive obligation of one (1) or more of the occupants. The **Corporate Trustee** shall establish and maintain separate records within the **Operation and Maintenance Sub-account** for each approved **Capital Work**.
- 11.5 **Funding the Operation and Maintenance Sub-account.** For a **Capital Work** approved by the **Community Approval Process**, the **Trustees** shall allocate to the **Operation and Maintenance Sub-account**:
- (a) in the initial fiscal year in which the **Capital Work** is approved, the amount approved for **Operation and Maintenance** in that fiscal year, if any; and
  - (b) in each succeeding fiscal year during the functional life of the **Capital Work**:
    - (i) the amount approved under a proposal submitted pursuant to Section 8.2(d) and approved under Section 8.9, for the **Capital Work**, or
    - (ii) in the absence of such an approved proposal, from the **Income** in the current fiscal year, with the exception of the **Income** from the **Trapping Sub-account** and the **Commercial Fishing Sub-account**, the amount for **Operation and Maintenance** set out in the original budget submitted pursuant to Section 8.7 for the **Capital Work**, unless revised pursuant to Section 8.10.
- 11.6 **Operation and Maintenance Service and Repair Reserve.** Unless exempted by the written opinion of a **Professional Engineer**, for any **Capital Work** with funding for **Operation and Maintenance** from the **Trust**, a proportion of the funds allocated to the **Operation and Maintenance Sub-account** each fiscal year shall be accumulated in a reserve to cover service or repairs to the **Capital Work** during its functional life. The proportion to be accumulated shall be consistent with the **Operation and Maintenance** budget submitted pursuant to Section 8.7 for the **Capital Work**.
- 11.7 **Asset Replacement Sub-account.** The **Asset Replacement Sub-account** shall accumulate and disburse funds for the replacement of each approved **Capital Work** at the end of the functional life thereof, except residential housing where the total cost of **Operation and Maintenance** is the exclusive obligation of one (1) or more of the occupants. The **Corporate Trustee** shall establish and maintain separate records within the **Asset Replacement Sub-account** for each approved **Capital Work**.
- 11.8 **Funding the Asset Replacement Sub-account.** Each fiscal year in relation to a **Capital Work** approved in a prior fiscal year, the **Trustees** shall allocate to the **Asset Replacement Sub-account**:
- (a) the amount approved under a proposal submitted pursuant to Section 8.2(e) and approved under Section 8.9 for the **Capital Work**; or

- (b) in the absence of such an approved proposal, from the **Income** in the current fiscal year, within the exception of the **Income** from the **Trapping Sub-account** and the **Commercial Fishing Sub-account**, the amount for **Asset Replacement** set out in the original budget submitted pursuant to Section 8.7 for the **Capital Work**, unless revised pursuant to Section 8.10.
- 11.9 **Continuance of Asset Replacement Fund.** In the event that the actual functional life of a **Capital Work** exceeds its anticipated functional life, **Chief and Council** may decide by **Council Resolution** that the **Asset Replacement** fund for the **Capital Work** be continued until the end of the functional life. During the period beyond the anticipated functional life, no further **Asset Replacement** Settlement proposals shall be required, but they may continue to be submitted and approved.
- 11.10 **Uses of Asset Replacement Funds.** Notwithstanding the establishment of an **Asset Replacement** fund for a **Capital Work**, the moneys from the **Asset Replacement Sub-account** related to such **Capital Work** which **Capital Work** has reached either:
- (a) the actual end of its functional life, as determined and certified by a **Professional Engineer**; or
  - (b) the end of its anticipated functional life as documented in the proposal approved pursuant to Section 8;
- may be used for any purpose consistent with Section 11.1, including the building of a replacement **Capital Work**. This use shall be approved pursuant to the **Community Approval Process**.
- 11.11 **Funding the Major Capital Work Sub-account.** For a **Major Capital Work** approved by the **Community Approval Process**, the **Trustees** shall allocate to the **Major Capital Work Sub-account**:
- (a) in the initial fiscal year in which the **Major Capital Work** is approved, the amount approved by the **Community Approval Process** and settled into the **Trust** by **Chief and Council**; and
  - (b) in each succeeding fiscal year during the funds accumulation phase of the **Major Capital Work**, the amount approved under a proposal submitted pursuant to Section 8.2(f) and 8.7(b)(i) and approved by the **Community Approval Process**.
- The **Corporate Trustee** shall establish and maintain separate records within the **Major Capital Work Sub-account** for each approved **Major Capital Work**.
- 11.12 **Uses of Major Capital Work Funds.** Funds accumulated for a proposed **Major Capital Work** may be used only for the purpose for which they were approved. During the period of time that these funds are being accumulated, **Chief and Council** may, after a two-thirds (2/3) majority vote of **Adult Members** at a **Meeting of Members** called to approve such decision, decide not to proceed with the originally proposed **Major Capital Work**, in which case the funds accumulated for that **Major Capital Work** in the **Major Capital Work Sub-account** shall be allocated by the **Trustees** to **Funds Available** for use as approved through the **Community Approval Process**.

## 12.0 SECTION 12: CLAIMS ACCOUNT

- 12.1 **Minimum Accounting Balance.** Forthwith upon first receipt of **Settlement Proceeds** by the **Trust**, seventy-five thousand (\$75,000.00) dollars shall be allocated by the **Trustees** to the **Claims Account**. Each fiscal year thereafter, at the beginning of the fiscal year, the **Trustees** shall allocate to the **Claims Account**:
- (a) the amount approved under a proposal submitted pursuant to Section 8.2(c) and approved under Section 8.9; or

(b) in the absence of such an approved proposal, from the **Income** in the current fiscal year, with the exception of the **Income** from the **Trapping Sub-account** and the **Commercial Fishing Sub-account**, the amount required; to ensure, subject to Sections 12.3 or 12.4, that, after the payment of all claims, costs and fees approved for payment in the previous fiscal year, an opening accounting balance of seventy-five thousand (\$75,000.00) dollars is restored in each fiscal year.

12.2 **Uses of the Claims Account.** The **Claims Account** shall be used for:

- (a) the reasonable costs for investigation of claims by **Claims Officers** or Claims Panels as provided by Article 10.3.10 of the **Agreement**;
- (b) the payment of compensation and costs awarded by a **Claims Officer**, Claims Panel, or Panel of **Arbitrators** against the **Claims Account** in accordance with Articles 10.5.9, 10.5.10 or 11.3.9 of the **Agreement**; and
- (c) the fees and expenses of the Panel of **Arbitrators** as provided by Article 11.3.21 of the **Agreement**.

12.3 **Reduction in Accounting Balance.** Subject to Section 12.4, if the amounts paid pursuant to Section 12.2 averaged less than seventy-five thousand (\$75,000.00) dollars per year in a previous period of five (5) fiscal years, the opening accounting balance to be maintained in the **Claims Account** in subsequent fiscal years may, by **Council Resolution** and the unanimous consent of the **Norway House Trustees**, be reduced to an amount equivalent to the average amount paid in the previous five (5) fiscal years.

12.4 **Increase in Accounting Balance.** In the event that, in a fiscal year, the amounts awarded, paid or payable in relation to claims, costs or fees as described in Section 12.2, exceed the opening accounting balance in the **Claims Account** for that fiscal year, the opening accounting balance for the immediately following fiscal year shall be increased to an amount at least equal to the total amount awarded, paid or payable in the preceding fiscal year rounded to the highest multiple of five thousand (\$5,000.00) dollars.

12.5 **Payments.** The **Trustees** shall promptly pay the amount of compensation and costs awarded against, or payable by, the **Trust** under Articles 10 or 11.3 of the **Agreement** provided the **Trustees** have received:

- (a) a copy of any written decision made by the **Claims Officer** or Claims Panel under Article 10 of the **Agreement**;
- (b) where applicable, a copy of any written decision made by the Panel of **Arbitrators** under Article 11 of the **Agreement**;
- (c) where applicable, a copy of any written decision made by the Manitoba Court of Appeal or by any body with jurisdiction in relation thereto; and
- (d) in relation to a payment with respect to a **Claimant**:
  - (i) a copy of any claim or submission made by a **Claimant** to whom the compensation is payable, and
  - (ii) a copy of the Claimant Release and Acknowledgment for Compensation for **Adverse Effects** in the form of Schedule 10.4 of the **Agreement** signed by the **Claimant**.

The **Trustees** shall pay to **Chief and Council**, upon receipt of a **Council Resolution** with appropriate supporting documentation requesting payment, the costs incurred for investigation of claims as provided for in Section 12.2(a).

12.6 **Payment by Trustees.** In making payments pursuant to Section 12.5, the **Trustees** shall pay these funds:

- (a) from the **Claims Account**, but if there are no funds remaining in the **Claims Account** for that fiscal year; then

- (b) from the **Funds Available** to the extent that they are not committed to a program, project or initiative approved pursuant to the **Community Approval Process**; or
- (c) as an **Obligation of the Trust** in the next fiscal year.

The **Trustees** may deliver payment to **Chief and Council** for payment to a **Claimant** or, with prior written notice to **Chief and Council**, make such payment directly to the **Claimant**.

### 13.0 SECTION 13: TRAPPING SUB-ACCOUNT

- 13.1 Funding the Trapping Sub-account. Forthwith upon first receipt of **Settlement Proceeds** by the **Trust**, the **Trustees** shall allocate three million (\$3,000,000.00) dollars to the **Trapping Sub-account**.
- 13.2 Trapping Sub-account Minimum Capital Balance for 1997. The minimum capital balance in the **Trapping Sub-account** at the end of the 1997 fiscal year shall be equal to the amount settled into the **Trapping Sub-account** pursuant to Section 13.1 plus the greater of:
- (a) the amount settled into the **Trust** and allocated to the **Trapping Sub-account** by a proposal submitted under Section 13.7 and approved pursuant to Sections 13.8, 13.11 and 8.9; or
  - (b) fifteen (15%) per cent of the **Income** attributable to the **Trapping Sub-account** in 1997.
- 13.3 Trapping Sub-account Minimum Capital Balance Calculation. Commencing in 1998, the minimum capital balance required to be in the **Trapping Sub-account** at the end of a fiscal year shall be calculated by adding to the minimum capital balance at the end of the immediately preceding fiscal year, the greater of:
- (a) the amount settled into the **Trust** and allocated to the **Trapping Sub-account** by a proposal submitted under Section 13.7 and approved pursuant to Sections 13.8, 13.11 and 8.9; or
  - (b) fifteen (15%) per cent of the **Income** attributable to the **Trapping Sub-account** in the current fiscal year.
- 13.4 Recognition of Community Organization as Trapping Association. **Chief and Council** shall recognize, from time to time as required, a **Community Organization** which meets the criteria to be the **Trapping Association**. At the **Date of the Agreement**, **Chief and Council** has recognized the Norway House Local Trapper Association as the **Trapping Association**.
- 13.5 Uses of the Trapping Sub-account. The **Trapping Sub-account** may be used for **Trapping**, including in relation to that activity, to fund:
- (a) an income support program for **Trapping**;
  - (b) an incentive to encourage trapping as an industry amongst **Members**;
  - (c) education regarding **Trapping** as an industry;
  - (d) a country food program for **Members**;
  - (e) a transportation program for **Trapping**;
  - (f) a grub stake program for **Trapping**;
  - (g) the reasonable costs to administer the Norway House **Trapping Program**;
  - (h) an income assistance program consistent with the provisions of Sections 13.19 and 13.20;
  - (i) in circumstances where Section 13.17 applies, other purposes consistent with the provisions of Section 11.1;
  - (j) reasonable provision for the effects of inflation, technological change, resource depletion, asset depreciation and asset replacement;

- (k) a program to enhance and improve **Trapping** in the **Norway House Resource Management Area**; and
  - (l) a program for remedial and mitigatory measures to offset **Adverse Effects** related to **Trapping**.
- 13.6 **Norway House Trapping Program.** Within ninety (90) days from the **Date of the Agreement**, and in each subsequent fiscal year, the **Trapping Association** or **Members** may submit a proposal for a **Norway House Trapping Program** to carry out one or more of the uses set out in Section 13.5, supported by the disclosure documents required under Section 8.7.
- 13.7 **Trapping Settlement Proposal.** Every year in order to be considered by **Chief and Council**, the proposed **Norway House Trapping Program** shall include a proposal to settle into the **Trust** for allocation to the **Trapping Sub-account** not less than the greater of:
- (a) fifteen (15%) per cent of the **Income** in the current fiscal year attributable to the **Trapping Sub-account**; or
  - (b) the amount of any uncommitted funds available for expenditure remaining in the **Trapping Sub-account** at the end of that fiscal year;
- for allocation to the **Trapping Sub-account** to address the purposes of Section 13.5(j).
- 13.8 **Trapping Association Review of Program.** Prior to reviewing in accordance with Section 8.3, any proposal submitted under Section 13.6 or any amended proposal under Section 13.10, **Chief and Council** shall require a **Trapping Association Certificate of Disclosure and Approval** in the form of Schedule 6 signed by two (2) Directors of the **Trapping Association** stating that the proposal or amended proposal:
- (a) was considered at a meeting of the members of the **Trapping Association**; and
  - (b) was approved by a majority vote of the members of the **Trapping Association**.
- 13.9 **Disclosure to Members.** At least once each fiscal year, **Chief and Council** shall submit any proposed **Norway House Trapping Program** reviewed under Section 13.8 and found to satisfy the criteria of Section 8.3, to a **Meeting of Members** for their information. Any recommendations from the **Members** shall be forwarded by **Chief and Council** to the **Trapping Association** and to the proponent of the proposed program, if the proponent is other than the **Trapping Association**.
- 13.10 **Amendment of Proposal.** If, as a consequence of recommendations from **Members** provided at the **Meeting of Members** referred to in Section 13.9, the proposed **Norway House Trapping Program** is proposed to be amended by the proponent, the amended proposal shall be considered by the **Trapping Association**, and if approved, **Chief and Council** shall require the **Trapping Association** to provide it with a new **Trapping Association Certificate of Disclosure and Approval** in the form of Schedule 6 for review by **Chief and Council** in accordance with Section 13.8.
- 13.11 **Chief and Council Approval of Program.** **Chief and Council** shall consider for approval pursuant to Section 8.9 the proposed **Norway House Trapping Program** at the following times:
- (a) if no recommendations are made to **Chief and Council** at a disclosure meeting held pursuant to Section 13.9, within seven (7) days following the date of such meeting; or
  - (b) if recommendations are made to **Chief and Council** at a disclosure meeting held pursuant to Section 13.9:
    - (i) where no amendment is proposed in accordance with Section 13.10, at a date chosen by **Chief and Council** following delivery of the recommendations as required by Section 13.9,
    - (ii) where an amendment is proposed in accordance with Section 13.10, at a date chosen by **Chief and Council** following receipt of the amended program and the new **Trapping Association Certificate of Disclosure and Approval** in the form of Schedule 6 pursuant to Section 13.10.

- 13.12 Amended Program. At any time during a fiscal year **Chief and Council** may by **Council Resolution**, upon receipt of a request from the proponent of the Norway House **Trapping Program**, change, amend or alter the Norway House **Trapping Program** approved under Sections 13.8 to 13.11 and Section 8.9. If **Chief and Council** determine on reasonable grounds that any such proposed change, amendment or alteration is not material, it shall be discussed and considered for approval in accordance with the provisions of Sections 13.8 and 13.11. Any such change, amendment or alteration which is considered by **Chief and Council** to be material shall be discussed and approved in accordance with the provisions of Sections 13.8 to 13.11 and Section 8.9.
- 13.13 Norway House Trapping Program 1997 Funding. In addition to the **Income** in fiscal year 1997 of the **Trapping Sub-account**, the **Trustees** shall allocate an amount from **Funds Available** to a maximum of eighty-seven thousand, five hundred (\$87,500.00) dollars for use by **Chief and Council** pursuant to a request from **Chief and Council** approved in accordance with Sections 13.8 to 13.11 and Section 8.9, to ensure that sufficient funds are available for the Norway House **Trapping Program** based on preceding years' funding levels for similar trapping programs.
- 13.14 No Funding of Norway House Trapping Program Until Releases Signed. Pursuant to Section 23.3, the **Trustees** shall not make any payments for the Norway House **Trapping Program** until **Chief and Council** have provided them with copies of the releases in favour of **Canada, Manitoba and Hydro** from the Norway House Local Trapper Association.
- 13.15 Norway House Trapping Program Funding. The **Income** of the **Trapping Sub-account** available to fund the Norway House **Trapping Program** approved in a fiscal year shall be paid to **Chief and Council** provided that where the number of **Trapping** licences at the beginning of the **Trapping** season for that fiscal year is less than one hundred and thirty (130), the amount of **Income** from the **Trapping Sub-account** available to fund the Norway House **Trapping Program** shall be reduced to the aggregate of:
- (a) the minimum amount required under Section 13.7; and
  - (b) that portion of the balance of such **Income** which is proportionately equivalent to the ratio that the actual number of **Trapping** licences bears to one hundred and thirty (130).
- This calculation is described by the following formula:
- where:
- a = minimum amount required under Section 13.7,
  - b = **Income** attributable to the **Trapping Sub-account**,
  - c = **Trapping** licence holders at the beginning of the **Trapping** season, and,
  - d = reduced amount of **Income** attributable to the **Trapping Sub-account** available to fund the Norway House **Trapping Program**;
- then:
- $$d = a + [(b - a) \times (c \div 130)].$$
- 13.16 Proposal under Community Approval Process. Pursuant to Section 8.1, the **Trapping Association** may in any fiscal year apply through **Chief and Council** for additional funding from **Funds Available** to fund the Norway House **Trapping Program** by submitting a proposal to the **Community Approval Process** in accordance with Section 8.
- 13.17 Uncommitted Funds. In the circumstances where in any fiscal year other than 1997, from the date at which the Norway House **Trapping Program** is approved pursuant to Sections 13.8 to 13.11 and Section 8.9, or if no Norway House **Trapping Program** is approved by February 1st of the fiscal year, until December 15 of the fiscal year to which the Norway House **Trapping Program** relates, there is an amount of uncommitted funds remaining in the **Trapping Sub-account** following the approval of the Norway House **Trapping Program**, the uncommitted funds

shall be available for expenditure consistent with the **Community Approval Process** detailed in Section 8.

13.18 Norway House Trapping Program Administration. In accordance with Sections 8.3(b), 18.3 and 18.4, **Chief and Council** may transfer approved program amounts to the **Trapping Association** to administer the Norway House **Trapping Program**. **Chief and Council** shall reasonably monitor the administration of the Norway House **Trapping Program** to ensure that expenditures are in compliance with the approved program. Written financial and narrative reports on the program as described in Sections 20.1(a) and (b) shall be provided to **Chief and Council**.

13.19 Extraordinary Events. In the event of:

- (a) a moratorium on **Trapping** imposed by an applicable governmental authority; or
- (b) a significant decrease in, or cessation of, **Trapping** caused by:
  - (i) economic conditions,
  - (ii) natural or man-made changes to the physical environment,
  - (iii) property damage, or
  - (iv) other factors,

beyond the control of the **Trapping** licence holders;

then the Norway House **Trapping Program** may include an income assistance program to supplement the income of the affected **Trapping** licence holders out of the **Income** of the **Trapping Sub-account**. The income assistance program shall be developed and implemented in accordance with the provisions of this Section 13.

13.20 Income Assistance. In addition to the annual decisions under Sections 13.8 and 13.11 related to Section 13.19, the income assistance program provided for in Section 13.19 shall:

- (a) in the situation set out in Section 13.19(a), be reviewed by the **Trapping Association**, and by **Chief and Council**, at the end of five (5) years, and if relevant, not less than every five (5) years thereafter; and
- (b) in the situation set out in Section 13.19(b), be reviewed by the **Trapping Association**, and by **Chief and Council**, at the end of three (3) years, and if relevant, not less than every three (3) years thereafter;

to determine if such program continues to be effective, fair and reasonable under the circumstances. The income assistance program shall not be extended under Section 13.20(a) and (b), unless **Chief and Council** are satisfied that there is a reasonable likelihood of **Trapping** being revived.

#### 14.0 SECTION 14: COMMERCIAL FISHING SUB-ACCOUNT

14.1 Funding the Commercial Fishing Sub-account. The **Trustees** shall allocate:

- (a) four hundred and eighty-nine thousand three hundred and two (\$489,302.00) dollars on the **Date of the Agreement**; and
- (b) four million, seven hundred and twenty-five thousand (\$4,725,000.00) dollars on December 30, 1997;

to the **Commercial Fishing Sub-account**.

14.2 Commercial Fishing Sub-account Minimum Capital Balance for 1997. The minimum capital balance in the **Commercial Fishing Sub-account** at the end of the 1997 fiscal year shall be four million, five hundred thousand (\$4,500,000.00) dollars.

14.3 Commercial Fishing Sub-account Minimum Capital Balance Calculation. Commencing in 1998, the minimum capital balance required to be in the **Commercial Fishing Sub-account** at

the end of a fiscal year shall be calculated by adding to the minimum capital balance at the end of the immediately preceding fiscal year, the greater of:

- (a) the amount settled into the **Trust** and allocated to the **Commercial Fishing Sub-account** by a proposal submitted under Section 14.7 and approved pursuant to Sections 14.8, 14.11 and 8.9; or
- (b) fifteen (15%) per cent of the **Income** attributable to the **Commercial Fishing Sub-account** in the current fiscal year.

14.4 **Recognition of Community Organization as Commercial Fishing Association.** **Chief and Council** shall recognize, from time to time as required, a **Community Organization** which meets the criteria to be the **Commercial Fishing Association**. At the **Date of the Agreement**, **Chief and Council** has recognized the Norway House Fishermen's Co-op Ltd. as the **Commercial Fishing Association**.

14.5 **Uses of the Commercial Fishing Sub-account.** The **Commercial Fishing Sub-account** may be used for **Commercial Fishing**, including in relation to that activity, to fund:

- (a) an income support program based on the poundage of commercially harvested fish species;
- (b) improvements to, acquisitions of or construction of capital assets related to **Commercial Fishing**;
- (c) the purchase for or by the **Commercial Fishing Association** of fish quota;
- (d) the reasonable costs of administering the Norway House **Commercial Fishing Program**;
- (e) the reasonable costs of the participation of the Norway House **Commercial Fishing** representatives on the Lake Winnipeg Commercial Fishery Management Advisory Board;
- (f) an income assistance program consistent with the provisions of Sections 14.19 and 14.20;
- (g) in circumstances where Section 14.17 applies, other purposes consistent with the provisions of Section 11.1;
- (h) reasonable provision for the effects of inflation, technological change, resource depletion, asset depreciation and asset replacement;
- (i) incentives to encourage **Commercial Fishing** as an industry amongst **Members**;
- (j) a program to enhance and improve the commercial fishery; and
- (k) a program for remedial and mitigatory measures to offset **Adverse Effects** related to the commercial fishery.

14.6 **Norway House Commercial Fishing Program.** Within ninety (90) days from the **Date of the Agreement**, and in each subsequent fiscal year, the **Commercial Fishing Association** or **Members** may submit a proposal for a Norway House **Commercial Fishing Program** to carry out one or more of the uses set out in Section 14.5, supported by the disclosure documents required under Section 8.7.

14.7 **Commercial Fishing Settlement Proposal.** Commencing in 1998 and every year thereafter in order to be considered by **Chief and Council**, the proposed Norway House **Commercial Fishing Program** shall include a proposal to settle into the **Trust** for allocation to the **Commercial Fishing Sub-account** not less than the greater of:

- (a) fifteen (15%) per cent of the **Income** in the current fiscal year attributable to the **Commercial Fishing Sub-account**; or
- (b) the amount of any uncommitted funds available for expenditure remaining in the **Commercial Fishing Sub-account** at the end of that fiscal year;

for allocation to the **Commercial Fishing Sub-account** to address the purposes of Section 14.5(h).

14.8 **Commercial Fishing Association Review of Program.** Prior to reviewing in accordance with Section 8.3, any proposal submitted under Section 14.6 or any amended proposal under



Section 14.10, **Chief and Council** shall require a **Commercial Fishing Association** Certificate of Disclosure and Approval in the form of Schedule 7 signed by two (2) Directors of the **Commercial Fishing Association** stating that the proposal or amended proposal:

- (a) was considered at a meeting of the members of the **Commercial Fishing Association**;  
and
- (b) was approved by a majority vote of the members of the **Commercial Fishing Association**.

- 14.9 Disclosure to Members. At least once each fiscal year, **Chief and Council** shall submit any proposed Norway House **Commercial Fishing** Program reviewed under Section 14.8 and found to satisfy the criteria of Section 8.3, to a **Meeting of Members** for their information. Any recommendations from the **Members** shall be forwarded by **Chief and Council** to the **Commercial Fishing Association** and to the proponent of the proposed program, if the proponent is other than the **Commercial Fishing Association**.
- 14.10 Amendment of Proposal. If, as a consequence of recommendations from **Members** provided at the **Meeting of Members** referred to in Section 14.9, the proposed Norway House **Commercial Fishing** Program is proposed to be amended by the proponent, the amended proposal shall be considered by the **Commercial Fishing Association**, and if approved, **Chief and Council** shall require the **Commercial Fishing Association** to provide it with a new **Commercial Fishing Association** Certificate of Disclosure and Approval in the form of Schedule 7 for review by **Chief and Council** in accordance with Section 14.8.
- 14.11 Chief and Council Approval of Program. **Chief and Council** shall consider for approval pursuant to Section 8.9 the proposed Norway House **Commercial Fishing** Program at the following times:
- (a) if no recommendations are made to **Chief and Council** at a disclosure meeting held pursuant to Section 14.9, within seven (7) days following the date of such meeting; or
  - (b) if recommendations are made to **Chief and Council** at a disclosure meeting held pursuant to Section 14.9:
    - (i) where no amendment is proposed in accordance with Section 14.10, at a date chosen by **Chief and Council** following delivery of the recommendations as required by Section 14.9,
    - (ii) where an amendment is proposed in accordance with Section 14.10, at a date chosen by **Chief and Council** following receipt of the amended program and the new **Commercial Fishing Association** Certificate of Disclosure and Approval in the form of Schedule 7 pursuant to Section 14.10.
- 14.12 Amended Program. At any time during a fiscal year **Chief and Council** may by **Council Resolution**, upon receipt of a request from the proponent of the Norway House **Commercial Fishing** Program, change, amend or alter the Norway House **Commercial Fishing** Program approved under Sections 14.8 to 14.11 and Section 8.9. If **Chief and Council** determine on reasonable grounds that any such proposed change, amendment or alteration is not material, it shall be discussed and considered for approval in accordance with the provisions of Sections 14.8 and 14.11. Any such change, amendment or alteration which is considered by **Chief and Council** to be material shall be discussed and approved in accordance with the provisions of Sections 14.8 to 14.11 and Section 8.9.
- 14.13 Norway House Commercial Fishing Program 1997 Funding. In fiscal year 1997, the **Trustees** shall allocate:
- (a) five hundred thousand (\$500,000.00) dollars for the acquisition of quota under Section 14.5(c); and
  - (b) two hundred and fourteen thousand, three hundred and two (\$214,302.00) dollars to fund the Norway House **Commercial Fishing** Program.

If any portion of the amounts allocated pursuant to either Section 14.13(a) or (b), and approved in accordance with Sections 14.8 to 14.11 and Section 8.9, is not expended for such purposes in 1997, such unexpended portion shall remain available for use pursuant to Section 8.19. In fiscal year 1997 in addition to the amount in Section 14.13(b), the **Trustees** shall allocate from **Funds Available** a maximum of one hundred and fifteen thousand (\$115,000.00) dollars for use by **Chief and Council** pursuant to a request from Chief and Council approved in accordance with Sections 14.8 to 14.11 and Section 8.9, to ensure that sufficient funds are available for the Norway House **Commercial Fishing Program** based on preceding years' funding levels for similar commercial fishing programs.

- 14.14 No Funding of Norway House Commercial Fishing Program Until Releases Signed. Pursuant to Section 23.3, the **Trustees** shall not make any payments for the Norway House **Commercial Fishing Program** until **Chief and Council** have provided them with copies of the releases in favour of **Canada, Manitoba and Hydro** from the Norway House Fishermen's Co-op. Ltd.
- 14.15 Norway House Commercial Fishing Program Funding. The **Income** of the **Commercial Fishing Sub-account** available to fund the Norway House **Commercial Fishing Program** approved in a fiscal year shall be paid to **Chief and Council** provided that where the number of **Commercial Fishing** licences at the beginning of the fishing season for that fiscal year is less than forty (40), the amount of **Income** from the **Commercial Fishing Sub-account** available to fund the Norway House **Commercial Fishing Program** shall be reduced to the aggregate of:
- (a) the minimum amount required under Section 14.7; and
  - (b) that portion of the balance of such **Income** which is proportionately equivalent to the ratio that the actual number of **Commercial Fishing** licences bears to forty (40).

This calculation is described by the following formula:

where:

a = minimum amount required under Section 14.7,

b = **Income** attributable to the **Commercial Fishing Sub-account**,

c = **Commercial Fishing** licence holders at the beginning of the fishing season, and,

d = reduced amount of **Income** attributable to the **Commercial Fishing Sub-account** available to fund the Norway House **Commercial Fishing Program**;

then:

$d = a + [(b - a) \times (c \div 40)].$

- 14.16 Proposal under Community Approval Process. Pursuant to Section 8.1, the **Commercial Fishing Association** may in any fiscal year apply through **Chief and Council** for additional funding from **Funds Available** to fund the Norway House **Commercial Fishing Program** by submitting a proposal to the **Community Approval Process** in accordance with Section 8.
- 14.17 Uncommitted Funds. In the circumstances where in any fiscal year other than 1997, from the date at which the Norway House **Commercial Fishing Program** is to be approved pursuant to Sections 14.8 to 14.11 and Section 8.9, or if no Norway House **Commercial Fishing Program** is approved by May 1st of the fiscal year, until December 15 of the fiscal year to which the Norway House **Commercial Fishing Program** relates, there is an amount of uncommitted funds remaining in the **Commercial Fishing Sub-account** following the approval of the Norway House **Commercial Fishing Program**, the uncommitted funds shall be available for expenditure consistent with the **Community Approval Process** detailed in Section 8.
- 14.18 Norway House Commercial Fishing Program Administration. In accordance with Sections 8.3(b), 18.3 and 18.4, **Chief and Council** may transfer approved program amounts to the **Commercial Fishing Association** to administer the Norway House **Commercial Fishing Program**. **Chief and Council** shall reasonably monitor the administration of the Norway House **Commercial Fishing Program** to ensure that expenditures are in compliance with the approved program. Written

financial and narrative reports on the program as described in Section 20.1(a) and (b) shall be provided to **Chief and Council**.

14.19 Extraordinary Events. In the event of:

- (a) a moratorium on **Commercial Fishing** imposed by an applicable governmental authority; or
- (b) a significant decrease in, or cessation of, **Commercial Fishing** caused by:
  - (i) economic conditions,
  - (ii) natural or man-made changes to the physical environment,
  - (iii) property damage, or
  - (iv) other factors,

beyond the control of the **Commercial Fishing** licence holders; then the Norway House **Commercial Fishing** Program may include an income assistance program to supplement the income of the affected **Commercial Fishing** licence holders out of the **Income of the Commercial Fishing Sub-account**. The income assistance program shall be developed and implemented in accordance with the provisions of this Section 14.

14.20 Income Assistance. In addition to the annual decisions under Sections 14.8 and 14.11 related to Section 14.19, the income assistance program provided for in Section 14.19 shall:

- (a) in the situation set out in Section 14.19(a), be reviewed by the **Commercial Fishing Association**, and by **Chief and Council**, at the end of five (5) years, and if relevant, not less than every five (5) years thereafter; and
- (b) in the situation set out in Section 14.19(b), be reviewed by the **Commercial Fishing Association**, and by **Chief and Council**, at the end of three (3) years, and if relevant, not less than every three (3) years thereafter;

to determine if such program continues to be effective, fair and reasonable under the circumstances. The income assistance program shall not be extended under Section 14.20(a) and (b), unless **Chief and Council** are satisfied that there is a reasonable likelihood of the commercial fishery being revived.

## PART FIVE: TRUST OPERATIONS AND ADMINISTRATION

### 15.0

#### **SECTION 15: INVESTMENT OF TRUST ASSETS**

15.1 Investments. The **Trustees** shall invest **Assets**, which are capable of investment, in the following kinds of properties and proportions:

- (a) no less than sixty-three (63%) per cent of the **Assets** shall be invested in bills, bonds, debentures, mortgages, or other evidences of indebtedness:
  - (i) guaranteed by the Government of Canada, or any province, territory or municipality of Canada or by any agency thereof, or
  - (ii) rated 'R 1' or 'A' or better by Dominion Bond Rating Service, or rated equivalently by a recognized national or international debt rating service;
- (b) no more than fifteen (15%) per cent of the **Assets** shall be invested in the preferred shares, or the common shares of corporations which comprise part or all of the following indices:
  - (i) Toronto Stock Exchange 300 Index,
  - (ii) Standard and Poor's 500 Index,
  - (iii) Financial Times Stock Exchange 100 Index, and
  - (iv) MSCI Europe, Australia and Far East Index which includes sub-indices representing Australia, Austria, Belgium, Denmark, Finland, France, Germany, Hong Kong, Ireland, Italy, Japan, Malaysia, Netherlands, New Zealand, Norway, Singapore, Spain, Sweden, Switzerland, and the United Kingdom;
- (c) no more than fifteen (15%) per cent of the **Assets** shall be invested in mortgages on real property or leaseholds in Canada, provided the amount paid for the mortgage

together with the amount of indebtedness under any mortgage on the real property or leasehold ranking equally with or superior to the mortgage in which the investment is made shall not exceed seventy-five (75%) per cent of the realizable security value of the real property or leasehold covered thereby;

- (d) no more than seven (7%) per cent of the **Assets** shall be invested in aggregate in (i) and (ii) below:
- (i) real property or leaseholds for the production of income, if the real property or leasehold has produced in each of the three years immediately preceding the date of investment, net revenue in an amount that, if continued in future years would be sufficient to yield a reasonable return on the amount invested in the real property or leasehold and to repay at least eighty-five (85%) per cent of the amount within the remaining economic lifetime of the improvements to the real property or leasehold, but not exceeding forty (40) years from the date of the investment, however, the total investment in any one parcel of real property or in any one leasehold shall not exceed three (3%) per cent of the value of **Assets**, and
  - (ii) investments other than those specified in Section 15.1(a) through and including 15.1(d)(i).

Investments may be made in mutual or pooled funds consistent with the properties and proportions of the investments in Section 15.1(a) through and including Section 15.1(d).

- 15.2 Use of Investment Managers. The **Corporate Trustee** may appoint as its agent an investment manager pursuant to Section 6.8 to manage and invest the **Assets** in accordance with the objectives, guidelines and policies developed by the **Trustees** consistent with the **Indenture**, and in particular with Section 4.12 and subject to Section 15.1. The **Corporate Trustee** or the agent or investment manager shall not invest **Assets** in the **Corporate Trustee's** parent's, affiliates' or subsidiaries' deposits or other investments without prior disclosure to the **Trustees** of comparative interest rates and terms in deposits of other comparable investments.

## 16.0 SECTION 16: TRUSTEES' POWERS

- 16.1 Power and Authorities. The **Trustees** may:
- (a) make, execute, acknowledge and deliver any agreements, with any person or corporation, concerning any **Asset**;
  - (b) subject to Section 15.2 open and operate bank accounts and deposit any cash balances in the hands of the **Corporate Trustee** in any office of a chartered bank or trust company operating on a reserve which is a member in good standing with the Canada Deposit Insurance Corporation;
  - (c) following notice to **Chief and Council**:
    - (i) appoint such agents, and employ or retain such counsel, accountants, engineers, appraisers or other experts or advisors, including any affiliated or associated company of the **Corporate Trustee**, as they may reasonably require for the purpose of discharging their duties hereunder and pay remuneration for all services performed hereunder in the discharge of the trusts hereof, and
    - (ii) calculate and pay, by direct debit from the **Community Development Account** the fees and expenses of the **Corporate Trustee** provided for under Section 6.9 and properly incurred in the administration of this **Trust**;
  - (d) following notice to **Chief and Council**, and provided **Chief and Council** is not a party adverse in interest, with the approval of **Chief and Council**, institute, prosecute, defend or settle any suits or actions or other proceedings affecting them or the **Trust**, but in the event **Chief and Council** do not give their approval, then the **Trustees** will not be liable for failure to take action;

- (e) make, or refrain from making, any election, determination or designation permitted by any statute enacted by Parliament or by a Legislature of a province of Canada or by any other legislative or governmental body of any other country or regulation thereunder, which exercise of discretion by the **Trustees** shall be binding upon the beneficiaries of this **Trust**;
- (f) vote all shares and stocks forming part of the **Assets**; exercise all rights incidental to the ownership of shares, stocks, bonds, debentures or other securities or investments forming part of the **Assets**;
- (g) sell, call in and convert into money, any **Assets** not consisting of money, at such time, and in such manner and upon such terms, as they decide; or postpone such conversion of property, or any part of that property, for such length of time as they consider advisable and in the best interests of **Norway House Cree Nation** and the **Members**;
- (h) purchase, or pay premiums on, and hold policies of insurance; and
- (i) pay any taxes, duties or levies payable with respect to any **Assets**.

16.2 **Proper Execution of Documents.** No contract, document, instrument, promissory note, bill of lading, commercial instrument or other similar commercial or legal document made on behalf of this **Trust** shall bind this **Trust** unless it is executed by the **Corporate Trustee**.

16.3 **Reliance Upon Reports.** If at any time in the performance of their duties under this **Indenture** it shall be necessary for the **Trustees** to receive, accept, act or rely upon any certificate, notice, request, waiver, consent, receipt, direction, affidavit or other paper, writing or document furnished to them and purporting to have been executed or issued by the **Chief and Council**, a Panel of **Arbitrators**, the **Trust Auditor**, the **Trust Payments Auditor**, or any solicitor or their authorized officers or attorneys, subject to Section 16.4 the **Trustees** shall be entitled to rely and act upon the genuineness and authenticity of any such writing submitted to it.

16.4 **Authentication of Signatures.** The **Trustees** will maintain a file of specimen signatures of **Chief and Council**, **Arbitrators** on the list established pursuant to Article 11.3.1 of the **Agreement**, **Claims Officers** on the list established pursuant to Article 10.3.1 of the **Agreement**, authorized officers of the **Norway House Cree Nation**, and such other persons they consider reasonable to include. Upon receipt of any certificate, notice, request, waiver, consent, receipt, direction, affidavit or other paper, writing or document, the **Trustees** shall compare the specimen signature with the signature thereon and if, in the opinion of the **Trustees**, the signature is authentic, the **Trustees** shall be deemed to have established their good faith with respect to that authenticity.

If such paper, writing or document purports to come from any legal, accounting or other professional person or firm, the **Trustees** shall verify that the writing did in fact emanate from that person or firm.

In any other circumstance, it shall not be necessary for the **Trustees** to ascertain whether or not the persons who have executed, signed or otherwise issued, authenticated or receipted such papers, writings, or documents have authority so to do or that they are the same persons named therein or upon the truth and acceptability of any information contained therein which the **Trustees** in good faith believe to be genuine.

16.5 **Trustees Indemnification.** Each **Trustee** assumes office on the express understanding and condition that the **Trustee**, and the heirs, executors, administrators, employees and successors of that **Trustee**, shall in addition to and without limiting any other protection of the **Trustee** hereunder or otherwise by law, be indemnified out of the **Assets** of the **Trust** and shall be held harmless from and against any and all:

- (a) liabilities, losses, claims, damages, penalties, actions, suits, demands, levies; and

- (b) reasonable costs, expenses and disbursements of whatever kind or nature, including any and all reasonable legal and advisor fees, whether the action is groundless or otherwise;

which may at any time be imposed on, incurred by or asserted against the **Trustee**, howsoever arising from or out of any act, omission or error of the **Trustee** in connection with its acting as **Trustee** hereunder unless arising from negligence or wilful misconduct or breach of this **Indenture** on the part of the **Trustee**. Notwithstanding any other provision hereof, this indemnity shall survive the removal, or resignation of the **Trustee**, discharge of this **Indenture** and termination of any trust created thereby.

- 16.6 Procedures for Indemnification. When requesting indemnification under Sections 6.5 or 16.5, a **Trustee** shall give written notice to **Chief and Council**, setting out the amount sought, the reason for the indemnification and the time such payment is required. Within thirty (30) days of receipt of the notice, **Chief and Council** may either approve payment of the indemnification by notifying the **Trustee** in writing or if it disapproves, shall refer the matter to arbitration for resolution and advise the **Trustees** of the referral. Failure of **Chief and Council** to refer the matter to arbitration within thirty (30) days shall be deemed to be approval by **Chief and Council** of the indemnification. No indemnification shall be paid until the indemnification has been approved by **Chief and Council**, or ordered by the **Arbitrator** or a court of competent jurisdiction.

## 17.0 SECTION 17: PAYMENTS FROM THE TRUST

- 17.1 Establishment of Expenditure Records. The **Trustees** shall not advance funds from the **Trust** to **Chief and Council** until a chartered accountant or the **Trust Payments Auditor** has provided written certification that an adequate system has been established by **Chief and Council** to provide for the comprehensive accounting and reporting of **Trust Payments**, and the relationship between the application of the **Trust Payments** and the disclosures made, and budget approved during, the **Community Approval Process**. The **Norway House Trustees** or **Chief and Council** may periodically, as they consider prudent or necessary, engage a chartered accountant or the **Trust Payments Auditor** to provide written confirmation that the said system for accounting remains and continues to be adequate.
- 17.2 General Requirements. Prior to making any payment under this Section 17, the **Corporate Trustee** shall have:
- (a) determined or reasonably estimated the amounts required in the current fiscal year to be paid, or allocated and reserved for, the following **Obligations of the Trust**:
    - (i) in fiscal year 1997, the amount necessary to establish the opening balance in the **Claims Account** required under Section 12.1 and in subsequent fiscal years, any amounts payable under Section 12.6,
    - (ii) the fees, if any, and reasonable expenses of the **Norway House Trustees** and the **Elder** under Section 5.17,
    - (iii) charges for administration of the **Trust** under Section 16.1(c)(i),
    - (iv) the fees of the **Corporate Trustee** under Section 16.1(c)(ii),
    - (v) costs of litigation under Section 16.1(d),
    - (vi) costs of insurance under Section 16.1(h),
    - (vii) the allocation to the **Environmental Monitoring Sub-account** of any **Pre-determined Compensation** payments or other compensation received pursuant to Section 11.3,
    - (viii) indemnities payable under Sections 6.5, 16.5, 17.19, 17.21 and 17.22,
    - (ix) an amount which **Chief and Council** has directed be repaid to **Hydro** under Article 2.5.6 of the **Agreement**,

- (x) the payment of damages, restitution, interest or costs awarded against the **Trust** pursuant to Article 11.3.9 of the **Agreement** from the **Community Development Account**, and
  - (xi) any other amounts that the **Trust** is required to pay by law;
  - (b) received with respect to any amount requested, a **Council Resolution** and a Certificate of Disclosure and Budget Approval by **Community Approval Process** in the form of Schedule 4 and, if applicable, satisfied itself from the documentation provided that:
    - (i) the disclosure and approval requirements under the **Community Approval Process** have been adhered to, and
    - (ii) the determination required of **Chief and Council** pursuant to Section 8.3 and the confirmation of the determination under Section 8.3(a) by the **Norway House Trustees** pursuant to Section 8.9(d), or in the circumstances described in Section 5.16 by a **Majority Vote**, have been made;
  - (c) received evidence that **Chief and Council** is not in default of any accounting and reporting requirements as set out in Section 20;
  - (d) received evidence, in a form acceptable to the **Trustees**, that the annual audit opinion required pursuant to Sections 9.2, 19.1 and 20.1, and the certification required by Section 17.1 are not subject to a qualification which would indicate a material breach of the **Agreement** or this **Indenture**, which qualification has not been rectified to the satisfaction of the **Trustees** in their sole discretion;
  - (e) for the first fiscal year in which funds are requested for the Norway House **Trapping Program** and the Norway House **Commercial Fishing Program** from the **Trapping Sub-account** and the **Commercial Fishing Sub-account** respectively, received copies of the releases to be obtained under Section 23.3;
  - (f) confirmed that there is a **Trust Payments Auditor** appointed pursuant to Section 7.1(j);
  - (g) confirmed there are sufficient funds remaining from the amount of **Funds Available** for the fiscal year to meet the request;
  - (h) determined that the proposed payment is not a breach of this **Indenture**;
  - (i) determined that the use of the funds, as disclosed in the documents, will not entail any commitment of **Assets** or **Trust Payments** not authorized by this **Indenture**; and
  - (j) determined that the **Minimum Capital Amount** will be met.
- As required, the **Trustees** may make payments to meet **Obligations of the Trust**.

Notwithstanding that the funds required for a **Multi-year Program or Capital Work and Operation and Maintenance and Asset Replacement** in relation to any approved **Capital Work** are continuing requirements of the **Trust**, these requirements are deemed not to be **Obligations of the Trust**. A **Multi-year Program or Capital Work** approved in a previous fiscal year will be funded in accordance with Sections 8.7, 8.16, 8.17, 8.23 and 17.15 from **Funds Available** in the following fiscal years for which it requires funding. **Operation and Maintenance and Asset Replacement** are funded in accordance with Sections 11.5 and 11.8 respectively.

If any of the provisions in Sections 17.2 (a) through (j) are not complied with, no payment from **Funds Available** shall be made until such time as the provision is complied with.

17.3 Allocation of Trust Obligations. Expenditures on **Obligations of the Trust** shall be allocated firstly against the **Income** of the **Community Development Account**, excluding the **Income** generated from:

- (a) the **Trapping Sub-account**; and
- (b) the **Commercial Fishing Sub-account**.

17.4 Disbursement of Funds. In accordance with Section 17.5 the **Trustees** shall make payments to **Chief and Council** from the **Funds Available** following compliance with the provisions of Section 17.2.

- 17.5 Restrictions on Payments. Subject to Section 17.6, the **Corporate Trustee** shall not make payments under Section 17.4 from **Funds Available** which exceed the following amounts:
- (a) within the first three (3) months of a fiscal year, a maximum of one-third (1/3) of the **Funds Available** for that fiscal year; and
  - (b) within the first six (6) months of a fiscal year, a maximum of two-thirds (2/3) of the **Funds Available** for that fiscal year.
- For the purposes of this section the initial fiscal year of the **Trust** shall be deemed to have begun on January 1st of the year in which the **Agreement** is executed.
- 17.6 Funds Available Withheld from Payment. If:
- (a) prior to November 15 of a fiscal year, the projected **Income** for the fiscal year has been accrued and the **Corporate Trustee** determines; or
  - (b) on or after November 15, the **Corporate Trustee** is satisfied;
- that **Income** for the fiscal year will meet or exceed projected **Income** and that the **Minimum Capital Amount** for the fiscal year will be met, the amount of **Funds Available** withheld shall be paid to **Chief and Council** upon receipt of an approved proposal in accordance with Section 8.
- 17.7 Options for Offsetting a Shortfall in Income. If the **Corporate Trustee** determines that there will be a shortfall in actual **Income**, it shall forthwith notify **Chief and Council** in writing, and request direction from **Chief and Council** in accordance with Section 17.8 on which funds are to be used to offset the shortfall.
- 17.8 Offsetting a Shortfall in Income. **Chief and Council** shall provide direction to the **Corporate Trustee** by **Council Resolution** specifying:
- (a) whether the **Funds Available** withheld pursuant to Section 10.8 are to be used to offset the shortfall, and if so, how much is to be used;
  - (b) whether the Economic Development Settlement proposal submitted pursuant to Section 8.2(b) and approved under Section 8.9, is to be reduced by a specified amount, and if so, by how much; and
  - (c) that the **Trust** Settlement proposal submitted pursuant to Section 8.2(a) and approved under Section 8.9, is to be increased by such amount as **Chief and Council** determine, which amount must be at least the required amount to offset the shortfall.
- 17.9 Payment of Funds Available Holdback Balance. Upon receipt of the **Council Resolution** referred to in Section 17.8, the **Corporate Trustee** shall pay the remaining balance, if any, of the amount withheld pursuant to Section 10.8 as **Funds Available** to **Chief and Council** upon receipt of an approved proposal in accordance with Section 8.
- 17.10 Default for Offsetting a Shortfall in Income. In the event that no **Council Resolution** is received by the **Corporate Trustee** on or before December 15, the **Corporate Trustee** shall increase the amount of the **Trust** Settlement proposal, submitted pursuant to Section 8.2(a) and approved under Section 8.9, by an amount equivalent to the amount of **Funds Available** withheld and uncommitted pursuant to Section 10.8 consistent with Section 8.2(a)(ii).
- 17.11 Payment of Funds for Operation and Maintenance. Subject to the provisions of Section 17.12, the **Corporate Trustee** shall make payments to **Chief and Council** from the **Operation and Maintenance Sub-account** upon receipt of a **Council Resolution** requesting funds for **Operation and Maintenance** consistent with the budget submitted in accordance with Section 8.7 and approved for the **Capital Work** under Sections 8.5 and 8.9.
- 17.12 Payments from the Operation and Maintenance Service and Repair Reserve. In addition to the funds requested under Section 17.11, **Chief and Council** may request funding for service or repair to a **Capital Work**. The amount of the request shall be based on, and accompanied by, a **Council**



**Resolution** setting out a budget for the service or repair to the **Capital Work**. If the actual cost of the service or repair exceeds that budgeted amount, **Chief and Council** may request additional funding from the Service and Repair Reserve established under Section 11.6 to reimburse this difference, provided that the cumulative amount paid to **Chief and Council** for this repair does not exceed the amount in the said Reserve for that **Capital Work** at that time. Alternatively, if the actual cost of the service or repair is less than the budgeted amount, **Chief and Council** shall return the surplus to the **Corporate Trustee** for deposit into said Reserve.

- 17.13 Payment of Funds for **Asset Replacement**. Subject to Section 11.10 the **Corporate Trustee** shall only make payments to **Chief and Council** from the **Asset Replacement Sub-account** upon receipt of a **Council Resolution** requesting funds and supported by documentation demonstrating that the purpose for which the funds are to be used has been approved through the **Community Approval Process**. This request may be made following the earlier of the actual end of the functional life of a **Capital Work**, as determined and certified by a **Professional Engineer**, or the end of the anticipated functional life of the **Capital Work** as documented in the proposal approved pursuant to Section 8, or as continued pursuant to Section 11.9.
- 17.14 Payment of Funds for a **Major Capital Work**. Subject to Section 11.12, the **Corporate Trustee** shall make payments to **Chief and Council** from the **Major Capital Work Sub-account** upon receipt of a **Council Resolution** requesting funds consistent with the amount approved under Sections 8.5 and 8.9.
- 17.15 Payment of Funds for a **Multi-year Program or Capital Work**. The amount paid to **Chief and Council** by the **Trustees** from **Funds Available** for the second and subsequent years, subject to Section 8.23, in relation to an approved **Multi-year Program or Capital Work** shall be in accordance with the budget submitted pursuant to Section 8.7. Annual funding for **Operation and Maintenance** and **Asset Replacement** in relation to an approved **Capital Work** and for a **Multi-year Program or Capital Work** are collectively a first priority allocation from **Funds Available** in each fiscal year.
- 17.16 Payments from the **Environmental Monitoring Sub-account**. In the case of a request for funding from the **Environmental Monitoring Sub-account**, the amount of the request shall be based on, and accompanied by, a **Council Resolution** setting out a program and budget, in accordance with Article 7.3 of the **Agreement**, for the proposed work to be undertaken.
- 17.17 Limitation on Disbursement of Funds. Except for the **Obligations of the Trust**, the **Trustees** shall not release a payment from the **Funds Available** or the **Assets** if any report required from **Chief and Council** pursuant to Section 20 is outstanding.
- 17.18 Payments to Parents, Guardians, Next of Kin, Legal Representatives or Committees. Upon **Chief and Council** being satisfied with respect to a contemplated payment to a **Member** who, on the date the entitlement to the payment is established:
- (a) is not yet an **Adult Member**; or
  - (b) is incompetent to handle his/her legal or financial affairs; or
  - (c) is alive, but dies before receiving the payment; or
  - (d) for valid legal or medical reasons is not capable of receiving or benefiting from the payment;
- then upon application, the payment shall, in the sole judgment of **Chief and Council**, be paid to the parents, guardian, next of kin, legal representative or a committee ("Legal Representative"), in trust for the benefit of the **Member** or his or her estate.
- 17.19 Indemnification. **Norway House Cree Nation** will indemnify and save harmless **Canada, Manitoba** and **Hydro** in respect of any claim by a **Member** or Legal Representative of a **Member** arising from:
- (a) the administration or distribution of a payment from the **Trust** under Section 17.18, to the parents, guardian, next of kin, legal representative or a committee in trust for the benefit of the **Member** or his or her estate; or

(b) a judgment made by **Chief and Council** under Section 17.18.

17.20 Acknowledgment and Receipt. No payments shall be made under Section 17.18 to the parents, guardian, next of kin, legal representative or a committee in trust for the benefit of a **Member** or his or her estate until the parents, guardian, next of kin, legal representative or committee has completed and provided an executed Application, Acknowledgment and Receipt of Parent, Guardian, Next of Kin, Legal Representative or Committee in the form of Schedule 5.

17.21 Payments of Indemnity for the Benefit of Hydro. The **Trustees** shall pay to **Chief and Council**, from the **Trust**, upon demand from **Chief and Council**, such amounts as are necessary to honour indemnity obligations to **Hydro** under Articles 12.3.1, 12.3.2 and 10.8.3 of the **Agreement** and meet such obligations:

- (a) in the current fiscal year from the **Funds Available** to the extent that they are not committed to a program, project or initiative approved pursuant to the **Community Approval Process**; or
- (b) as an **Obligation of the Trust** in the next fiscal year.

17.22 Hydro Payment. If **Hydro** is required to make any payment to **Canada** or **Manitoba** pursuant to Article 10.8.2 of the **Agreement**, and in the event the indemnity is not honoured in accordance with Section 17.21 and the **Trustees** are required to return the **Hydro Bond** to **Hydro** pursuant to Article 10.8.3(b) of the **Agreement** or pay to **Hydro** any amount pursuant to Article 10.8.3 (e) of the **Agreement**, the **Trustees** shall honour and meet such obligations:

- (a) in the current fiscal year from the **Funds Available** to the extent that they are not committed to a program, project or initiative approved pursuant to the **Community Approval Process**; or
- (b) as an **Obligation of the Trust** in the next fiscal year.

## 18.0 SECTION 18: ADMINISTRATION OF FUNDS RECEIVED FROM THE TRUST

18.1 Separate Trust Accounts. All **Trust Payments** received by **Chief and Council** shall be deposited in a separate account in an office of a financial institution on a reserve and not intermingled with funds from sources other than the **Trust**. However, **Chief and Council** may establish additional accounts in an office of a financial institution on a reserve, for **Trust Payments** disbursed or to be disbursed from the **Community Development Account**.

18.2 Expenditures. Expenditures of **Trust Payments** by **Chief and Council** shall be fully documented in such a manner as to evidence accurately that such expenditure has not varied from the budget approved by and disclosures made during the **Community Approval Process**.

18.3 Indirect Administration. When authorized by this **Indenture** or by the **Community Approval Process**, **Chief and Council** may meet its responsibilities for the administration of **Trust Payments** for specified purposes indirectly through the efforts of other **Community Organizations** or **Members**.

In circumstances of indirect administration by a **Community Organization** or **Member**, **Chief and Council** shall:

- (a) reasonably monitor the administration of the approved proposal, plan or initiative to ensure that such expenditures are in compliance with the approved proposal, plan or initiative; and
- (b) obtain from the **Community Organization** or **Member** written financial and narrative reports on the proposal, plan or initiative as described in Sections 20.1(a) and (b).

- 18.4 Financial Requirements for Indirect Administration. Where administration of the program is other than by **Chief and Council**, indirect administration by a **Community Organization** or **Member** may involve the transfer of funds from **Chief and Council** to the **Community Organization** or **Member**. In such circumstances, prior to any **Community Organization** or **Member** undertaking responsibility for the administration of program funds, **Chief and Council** shall obtain from the **Community Organization** or **Member**:
- (a) a written certification from a chartered accountant or the **Trust Payments Auditor** that the **Community Organization** or **Member** has an adequate system to provide for the comprehensive accounting and reporting of:
    - (i) the funds received and expended, and
    - (ii) the purposes for which such expenditures were made;
  - (b) a written agreement from the **Community Organization** or **Member** to allow the **Trust Payments Auditor** to audit all records related to the receipt and expenditure of funds received from **Chief and Council** each fiscal year; and
  - (c) evidence in a form acceptable to **Chief and Council** that the audit opinion from a previous fiscal year, if any, is not subject to qualification, or if subject to qualification, that the qualification has been rectified to the satisfaction of **Chief and Council**.

#### PART SIX: REPORTS AND AUDITS

#### 19.0 SECTION 19: TRUSTEES' REPORT

- 19.1 Annual Reporting Requirements. Within one hundred twenty (120) days after the end of each fiscal year, the **Trustees** shall provide **Chief and Council**, and, upon request, any **Member** or **Party**, with an annual report on the financial operations of the **Trust**, including:
- (a) the audited financial statements;
  - (b) any special audit reports; and
  - (c) any opinions requested by the **Trustees**.
- 19.2 Required Meeting. If the **Trustees'** report signed by all **Trustees** is not provided as required in Section 19.1, **Chief and Council** shall within fifteen (15) days thereafter call a **Meeting of Members**. The **Trustees** shall attend and explain their failure to comply with the reporting requirements. The failure of a **Trustee** to attend such **Meeting of Members**, or to provide an explanation satisfactory to **Chief and Council** and the **Members** as expressed by **Majority Vote** shall be grounds for termination or discharge.

#### 20.0 SECTION 20: REPORT ON APPLICATION OF TRUST PAYMENTS

- 20.1 Financial Reports. **Chief and Council** shall make available to **Members** upon request and provide to the **Trustees**:
- (a) quarterly reports, within thirty (30) days of the end of each quarter, which reconcile **Trust Payments** received and spent;
  - (b) a yearly narrative and audited financial report within one hundred twenty (120) days of the end of each fiscal year which report shall include:
    - (i) a description of activities undertaken with **Trust Payments**,
    - (ii) an assessment of the degree of success in attaining the purpose of the approved proposals, plans and initiatives, and
    - (iii) a summary of the disclosures provided pursuant to Sections 7.6(a) and 8.7(a)(ix) and a list setting out the nature and amounts of payments, if any, during the fiscal year, from a program, project or initiative funded by **Trust Payments**, to the **Chief** and any Councillor in relation to the provision of goods and/or services to that program, project or initiative; and

- (c) a report from the **Trust Payments Auditor** certifying that the system for comprehensive accounting and reporting of **Trust Payments** continues to be adequate and that any previously recommended improvements needed for internal control have been implemented.
- 20.2 Availability of Reports. The reports required pursuant to Section 20.1, shall be approved by **Chief and Council**, and shall be available for review by **Members**, and notice of the availability of the reports shall be included in the notice for the meeting required under Section 20.3.
- 20.3 Annual Reporting Meeting. Within thirty (30) days of the provision of the **Trustees'** report to **Chief and Council** pursuant to Section 19.1, and **Chief and Council's** report to the **Trustees** pursuant to Section 20.1(b), a **Meeting of Members** shall be held to discuss both reports. The **Trustees** and **Chief and Council** shall attend this meeting. In addition to the notice requirements of Section 3.10, notice shall indicate, consistent with Section 8.6(a), where the reports can be obtained or reviewed by **Members**.
- 20.4 Required Meeting. If the report required by Section 20.1(b) is not provided to the **Trustees** within one hundred twenty (120) days after the end of the fiscal year, the **Trustees** shall post notice in public locations on **Reserve** that the report is outstanding and any **Member** may cause a Panel of **Arbitrators** to be appointed in accordance with Article 11.3 of the **Agreement** to conduct a **Meeting of Members** at which **Chief and Council** shall explain its failure to comply with the reporting requirements.

## PART SEVEN: RESOLUTION OF DISPUTES

### 21.0 SECTION 21: RESOLUTION OF DISPUTES

- 21.1 Disputed Vacancy. If a dispute arises between **Chief and Council** and any **Norway House Trustee** as to whether a **Norway House Trustee** position is vacant pursuant to Section 5.8, or otherwise, **Chief and Council** shall within thirty (30) days of the date the dispute arose, refer the matter to arbitration. In the event of a referral to arbitration, the incumbent **Norway House Trustee** shall remain in office until removed by a Panel of **Arbitrators**, following which **Chief and Council** shall take such action as is provided by Section 5.9.
- 21.2 Dispute With Chief and Council. The **Corporate Trustee**, a **Norway House Trustee** or any **Member** who alleges that **Chief and Council** or a member of **Chief and Council** has violated the **Agreement** or this **Indenture** may submit the matter to arbitration.
- 21.3 Arbitration of Trust. If the **Corporate Trustee** or the **Norway House Trustees** do not perform their obligations and duties under this **Indenture**, **Chief and Council** or any **Member** may apply for arbitration to resolve any dispute, interpret this **Indenture**, or declare rights and obligations under this **Indenture**, or apply to court for an order compelling compliance.
- 21.4 Other Disputes. Any dispute in relation to this **Indenture** involving parties to or beneficiaries of this **Indenture** may be referred to arbitration provided that there shall be no arbitration of this **Indenture** involving **Canada, Manitoba** or **Hydro** as a party to the arbitration which involves any other person except **Norway House Cree Nation**.

**PART EIGHT: AMENDMENT AND TERMINATION****22.0 SECTION 22: AMENDMENT AND TERMINATION**

- 22.1 **Trust Irrevocable.** Except as otherwise provided in this **Indenture**, the **Trust** established by this **Indenture** is irrevocable.
- 22.2 **Application to Court.** Subject to Section 22.4, **Norway House Cree Nation** may, following written notice to **Canada, Manitoba, Hydro**, and the **Corporate Trustee** and the written consent of **Canada**, which consent shall not be unreasonably withheld, apply to a court of competent jurisdiction to dissolve, amend, vary, add to, revise or modify the terms and conditions of this **Indenture**.
- 22.3 **Amendment of Schedules.** Providing any such amendment is not prejudicial to the other **Parties** and is consistent with the **Agreement** and this **Indenture** the schedules to this **Indenture** may be amended with the consent of **Chief and Council** and the **Trustees**.
- 22.4 **Consent of Members.** Before applying to a court of competent jurisdiction under Section 22.2, **Chief and Council** shall:
- (a) give **Members** at least thirty (30) days notice in the same manner and with the same disclosures as for a **Meeting of Members** under this **Indenture** that a meeting will be held to discuss dissolving, amending, varying, adding to, revising or modifying the **Trust**;
  - (b) hold such meetings as **Chief and Council** deems necessary to explain the nature and significance of the dissolving, amending, varying, adding to, revising or modifying the **Trust**;
  - (c) where the intention is to amend, vary, add to, revise or modify the terms and conditions of this **Indenture**, other than the **Trapping Sub-account** or the **Commercial Fishing Sub-account**, obtain a majority vote of the **Adult Members** present at a meeting, by secret ballot, authorizing **Chief and Council** to make the court application;
  - (d) where the intention is to amend, vary, add to, revise, or modify any terms or conditions of the **Trapping Sub-account**, obtain a majority vote of those **Adult Members** engaged in **Trapping** present at a meeting authorizing **Chief and Council** to make the court application;
  - (e) where the intention is to amend, vary, add to, revise, or modify any terms or conditions of the **Commercial Fishing Sub-account**, obtain a majority vote of those **Adult Members** engaged in **Commercial Fishing** present at a meeting authorizing **Chief and Council** to make the court application;
  - (f) where the intention is to dissolve the **Trust**, obtain a two-thirds (2/3) majority vote of the **Adult Members** present at a meeting where not less than fifty (50%) per cent of all **Adult Members** are present for the vote, by secret ballot, authorizing **Chief and Council** to make the court application, provided that the **Trapping Sub-account** and the **Commercial Fishing Sub-account** shall not be part of the dissolution application unless:
    - (i) in relation to the dissolution of the **Trapping Sub-account**, there is obtained a two-thirds (2/3) majority vote of the **Adult Members** engaged in **Trapping** present at a meeting where not less than fifty (50%) per cent of all **Adult Members** engaged in **Trapping** are present for the vote, by secret ballot, authorizing **Chief and Council** to make the court application to dissolve the **Trapping Sub-account**, and
    - (ii) in relation to the dissolution of the **Commercial Fishing Sub-account** there is obtained a two-thirds (2/3) majority vote of the **Adult Members** engaged in **Commercial Fishing** present at a meeting where not less than fifty (50%) per cent of all **Adult Members** engaged in **Commercial Fishing** are present for the

- vote, by secret ballot, authorizing **Chief and Council** to make the court application to dissolve the **Commercial Fishing Sub-account**;
- (g) compile a list of those **Adult Members** and, if applicable pursuant to (d), (e) or (f) above, those **Adult Members** engaged in **Trapping** or those **Adult Members** engaged in **Commercial Fishing**, attending the meeting and the results of the vote, which documents shall be filed in court with the application; and
- (h) after obtaining authorization by a secret ballot vote pass a **Council Resolution** authorizing the court application.
- 22.5 Continuance of Sub-accounts. In the event that the **Trust**, save for the **Trapping Sub-account** or the **Commercial Fishing Sub-account**, is dissolved pursuant to Section 22.4 then:
- (a) the provisions of this **Indenture** necessary to continue the operations of the **Trapping Sub-account** or the **Commercial Fishing Sub-account**, as the case may be, shall remain in full force and effect; and
- (b) the **Trapping Sub-account** or the **Commercial Fishing Sub-account** may be dissolved at some later time, in accordance with Section 22.4(f)(i) or (ii), without the requirement for a two-thirds (2/3) majority vote of **Adult Members**.
- 22.6 Effective Date of Amendment or Dissolution. A dissolution, amendment, variation, addition, revision or modification in the **Trust** under Section 22.2 shall take effect only after all appeals are exhausted or the time for filing them has expired.
- 22.7 Compliance. Upon being served with an order of the court dissolving the **Trust**, the **Trustees** shall, subject to Section 22.5, forthwith comply with the court order.

## **PART NINE: ACKNOWLEDGMENT**

### **23.0 SECTION 23: ACKNOWLEDGMENT**

- 23.1 Acknowledgment. **Norway House Cree Nation** acknowledges that the arrangements in this **Indenture** provide decision making and management authority, disclosure and accountability by, to and within, **Norway House Cree Nation**, and that none of **Manitoba, Hydro, or Canada** shall be responsible for the effectiveness or operation of these arrangements. **Norway House Cree Nation** further acknowledges that there is no sanction or warranty, either express or implied, by any of **Manitoba, Hydro, or Canada**, that the arrangements in this **Indenture** or the **Agreement** will attain the development or other purposes of **Norway House Cree Nation**. This Section 23.1 does not alter or qualify the obligations of **Canada, Manitoba or Hydro** pursuant to the **Agreement**.
- 23.2 Release. **Norway House Cree Nation** releases and forever discharges **Canada, Manitoba** and **Hydro** of and from any and all actions, causes of action, suits, claims, demands, losses or damages of any nature or kind whatsoever, at law or in equity, which **Norway House Cree Nation**, its successors, assigns or those it represents, have had, now have or hereafter can, shall or may have, for, or by reason of, any cause, matter or thing whatsoever to the extent attributable to **Existing Development** or arising out of, or under, the **NFA**, save and except as set forth in the **Agreement**, and including claims, if any, of a fiduciary nature which may have arisen in respect of obligations of **Canada, Manitoba or Hydro** to **Norway House Cree Nation** for anything done or omitted to be done by **Canada, Manitoba or Hydro** to the **Date of the Agreement** to the extent attributable to **Existing Development** or arising out of, or under, the **NFA**, save and except as set forth in the **Agreement**.
- 23.3 Releases. Prior to the **Trustees** making any payments for the **Norway House Trapping Program** or the **Norway House Commercial Fishing Program**, **Chief and Council** shall have obtained, subject to the limitations set forth in Article 12 of the **Agreement**, full releases in

favour of **Canada, Manitoba and Hydro** from the Norway House Local Trapper Association and from the Norway House Fishermen's Co-op. Ltd.

- 23.4 Continuing Liability of Hydro. It is understood and agreed that **Norway House Cree Nation** does not waive, release, or indemnify **Hydro** with respect to liability and claims for:
- (a) personal injury or death, past and future, caused by or attributable to the **Project**;
  - (b) **Adverse Effects** as further defined by Article 12.4.2 of the **Agreement**, that were, at the **Date of the Agreement**, unknown or unforeseen and not discernible or foreseeable with the exercise of due diligence;
  - (c) **Adverse Effects** to the extent, and only to the extent, such **Adverse Effects** are attributable to **Flow** occurring after the **Date of the Agreement** outside of both the **Compensated Range** and the **Pre-determined Compensation Range** as those ranges are described and set forth in Articles 2.4.1 and 2.5.1 of the **Agreement** and shown graphically in Schedule 2.1 of the **Agreement**;
  - (d) human disabilities, illness or death resulting from the ingestion of methyl mercury caused by or attributable to the **Project**;
  - (e) the recovery and reinterment of human remains disinterred by flooding or shoreline deterioration caused by or attributable to the **Project**; or
  - (f) **Adverse Effects** if:
    - (i) **Hydro** exercises its right under Article 2.5.10 of the **Agreement** and terminates Schedule 2.2 of the **Agreement** and its obligation to pay **Pre-determined Compensation** under Articles 2.5.1 or 2.5.4 of the **Agreement**, to the extent, and only to the extent, such **Adverse Effects** are attributable to **Flow** outside of the **Compensated Range** occurring after the date of such termination, or
    - (ii) a **Pre-determined Compensation** payment is returned to **Hydro** pursuant to Article 2.5.6 of the **Agreement**, to the extent, and only to the extent, such **Adverse Effects** are attributable to **Flow** outside of the **Compensated Range** occurring during the period which would have been compensated by the payment of **Pre-determined Compensation** if such amount had not been re-paid.

## PART TEN: GENERAL PROVISIONS

### 24.0 SECTION 24: GENERAL PROVISIONS

- 24.1 Proper Law. This **Trust** shall be governed and interpreted according to federal and provincial laws in force in Manitoba.
- 24.2 Assignment. This **Indenture** and the rights and obligations under it may not be assigned.
- 24.3 Enurement. This **Indenture** shall enure to the benefit of and be binding upon the parties to this **Indenture**, the beneficiaries, and the heirs, executors, administrators, and successors of all of them.
- 24.4 Hydro Ceasing to be Agent. If **Hydro** should cease to be an agent of Her Majesty in Right of Manitoba, all of its rights and obligations under this **Indenture** shall devolve upon **Manitoba**.
- 24.5 Entire Agreement. This **Indenture** and the **Agreement** constitute the entire agreement between the **Parties** and except as expressly provided, supersede all prior agreements, understandings, negotiations and discussions whether oral or written, between the **Parties**. There are no representations, warranties, collateral agreements or conditions except as expressed in this **Indenture**.
- 24.6 Successor Lawful Authority. Where, in this **Indenture**, a statute, legislation or an act of **Canada** or **Manitoba** is cited, the citation shall include successor statutes, legislation or acts.

24.7 **Notices.** All notices and other communications provided for in this **Indenture** shall be in writing, and shall be given or served to the applicable addresses set out in this Section, or to addresses a party to this **Indenture** may from time to time designate to the other parties to this **Indenture**. Any such communication shall be deemed to have been validly and effectively given on the date of such delivery, if such date is a business day and such delivery has been made during the normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of delivery. Except where personal service is used, the notice or communication shall be deemed to have been received on the date such delivery is confirmed by the receiving party. Any notice, delivery, communication or provision of documents to **Norway House Cree Nation** provided for in this **Indenture** shall be performed by notice, delivery, communication or provision of documents to **Chief and Council**. The addresses for the parties to this **Indenture** are:

**To Canada:**

The Regional Director General  
The Department of Indian Affairs and Northern Development  
Suite 1100, 275 Portage Avenue  
Winnipeg, Manitoba  
R3B 3A3

**To Norway House Cree Nation:**

Chief and Council of the Norway House Cree Nation  
Box 250  
Norway House, Manitoba  
R0B 1B0

**To Hydro:**

Manitoba Hydro  
General Counsel  
3rd Floor, 820 Taylor Avenue  
Winnipeg, Manitoba  
R3C 2P4

**To Manitoba:**

Deputy Minister of Northern Affairs  
Legislative Bldg.  
Winnipeg, Manitoba  
R3C OV8

**To the Corporate Trustee:**

Assistant Vice President, Corporate and Bare Trust Services  
TD Trust Company  
4th Floor, Commercial Union Tower  
Toronto Dominion Centre, P.O. Box 1  
Toronto, Ontario M5K 1A2



To the **Norway House Trustees:**

Norway House Trustee \_\_\_\_\_  
c/o Band Administration Office  
Norway House, Manitoba R0B 1B0

Norway House Trustee \_\_\_\_\_  
c/o Band Administration Office  
Norway House, Manitoba R0B 1B0

Norway House Trustee \_\_\_\_\_  
c/o Band Administration Office  
Norway House, Manitoba R0B 1B0

Norway House Trustee \_\_\_\_\_  
c/o Band Administration Office  
Norway House, Manitoba R0B 1B0

Norway House Trustee \_\_\_\_\_  
c/o Band Administration Office  
Norway House, Manitoba R0B 1B0

Signed, sealed and delivered  
in the presence of:

**NORWAY HOUSE CREE NATION**  
as Settlor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

**NORWAY HOUSE TRUSTEES**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

TD TRUST COMPANY

Per: \_\_\_\_\_

Per: \_\_\_\_\_

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE  
OF MANITOBA

Per: \_\_\_\_\_

THE MANITOBA HYDRO-ELECTRIC BOARD

Per: \_\_\_\_\_

Per: \_\_\_\_\_

HER MAJESTY THE QUEEN IN THE RIGHT OF CANADA

Per: \_\_\_\_\_

Schedule 1

KEENANOW TRUST

Undertaking and Acceptance of Norway House Trustee

I, \_\_\_\_\_, appointed by **Chief and Council** of the **Norway House Cree Nation** as a **Norway House Trustee** on \_\_\_\_\_, \_\_\_\_ (*date of appointment*) state and undertake as follows:

or

I, \_\_\_\_\_, elected from among, and by the **Adult Members** of the **Norway House Cree Nation** as a **Norway House Trustee** at a **Meeting of Members** held on \_\_\_\_\_, \_\_\_\_ (*date of election*) state and undertake as follows:

1. I have read, or I have had explained to me the terms of the Norway House Master Implementation Agreement (MIA) and the **Trust Indenture** establishing the Keenanow **Trust**, with particular reference to, but without being limited to, the responsibilities and liabilities of **Norway House Trustees** in the administration of the **Trust**, the **Community Approval Process**, the disbursement of and accounting for assets and moneys of the **Trust** in accordance with the terms of the **Trust** and in relation to **Permit and Fee Simple Lands**;

2. I have obtained, or I hereby waive my right to, the advice of legal counsel in connection with my duties and responsibilities under the **Trust**; and

3. I hereby accept and will honestly and faithfully discharge the duties, responsibilities and liabilities of a **Trustee** under the Keenanow **Trust** during my term in that office.

DATED AT Norway House on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
NORWAY HOUSE TRUSTEE

Schedule 2

KEENANOW TRUST

Undertaking and Acceptance of Corporate Trustee

To: Norway House Cree Nation Chief and Council;  
Canada;  
Manitoba; and  
Hydro.

\_\_\_\_\_ ("the Company") undertakes and certifies as follows:

1. The Company has the power to act as a **Trustee**;
2. The Company has been incorporated pursuant to \_\_\_\_\_ (state jurisdiction of incorporation) and is authorized to conduct the business of a trust company in Canada;
3. The Company meets the criteria for a member in good standing with the Canada Deposit Insurance Corporation;
4. The Company undertakes to accept and perform all the duties and responsibilities of a **Corporate Trustee** under the **Trust Indenture** establishing the Keenanow Trust and to be bound by that **Indenture**;
5. The Company undertakes to accept and perform all the duties and responsibilities of a **Corporate Trustee** under the **Agreement** and all of its Schedules, including the Declaration and Acceptance of Trust (Schedule 4.2) and the Option Agreement (Schedule 4.3); and
6. The Company hereby confirms that it is bound by the terms of the **Trust Indenture** and the **Agreement** in all respects as if it were, and regardless of whether it is, the original **Corporate Trustee**.

Signed, Sealed and Delivered at \_\_\_\_\_ on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for \_\_\_\_\_ (Trust Company)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for \_\_\_\_\_ (Trust Company)

Corporate Seal

Schedule 3

KEENANOW TRUST

Undertaking and Acceptance of Chief or Councillor

I, \_\_\_\_\_, Chief/a Councillor (*strike out one*) of the Norway House Cree Nation elected to that office \_\_\_\_\_, \_\_\_\_\_, (*enter date of most recent election*) state and undertake as follows:

1. I have read, or I have had explained to me the terms of the Norway House Master Implementation Agreement (MIA) and the **Trust Indenture** establishing the Keenanow **Trust**, with particular reference to the duties, responsibilities and liabilities of **Chief/a Councillor** (*strike out one*) in the administration of the **Trust**, the **Community Approval Process**, the expenditure of and accounting for **Trust Moneys** in accordance with the terms of the **Trust** and transactions involving **Permit and Fee Simple Lands**;

2. I have obtained, or I hereby waive my right to the advice of legal counsel in connection with my duties and responsibilities under the **Trust**; and

3. I hereby accept and will honestly and faithfully discharge the duties, responsibilities and liabilities of **Chief/a Councillor** (*strike out one*) under the Keenanow **Trust** during my term of office.

DATED AT Norway House on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
CHIEF/ COUNCILLOR (*strike out one*)

Schedule 4

KEENANOW TRUST

Certificate of Disclosure and  
Budget Approval by Community Approval Process

TO: Trustees of the Keenanow Trust,

This is to certify that the proposals, plans and initiatives attached hereto for the use of money from the **Community Development Account** (as same is established by, and provided for in the Keenanow Trust), to be spent from \_\_\_\_\_, \_\_\_\_\_, to \_\_\_\_\_, \_\_\_\_\_ were:

1. to the best of our information and belief the subject of true disclosure in full compliance with the disclosure requirements of Section 8.7 of the Keenanow Trust Indenture, as evidenced by copies of the notices and documents required by, and delivered pursuant to Sections 3.10, 8.6 and 8.7 of the Keenanow Trust Indenture, and other documents attached hereto;
2. approved by **Majority Vote** at a **Meeting of Members** called in accordance with the requirements of Sections 8.4 and 8.5, or for the purposes of the **Trapping Sub-account** in accordance with Section 13.8, or for the purposes of the **Commercial Fishing Sub-account** in accordance with Section 14.8 of the Keenanow Trust Indenture; and
3. approved by **Chief and Council** as evidenced by the attached **Council Resolution**.

**Chief and Council** further certify that any **Trust Payments** received from Keenanow Trust shall only be used for the purposes disclosed to and approved by **Members**.

DATED AT Norway House this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CHIEF

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

Schedule 5

KEENANOW TRUST

Application, Acknowledgment and Receipt of  
Parent, Guardian, Next of Kin,  
Legal Representative or Committee

I, \_\_\_\_\_, of \_\_\_\_\_, in the  
Province/State/Country of \_\_\_\_\_ am the \_\_\_\_\_ (*indicate whether parent,  
guardian, next of kin, legal representative or committee*)

of \_\_\_\_\_, (*enter name of Member entitled to payment*) in the Province of \_\_\_\_\_  
\_\_\_\_\_, satisfactory evidence of which has been provided to Norway House **Chief and Council** or  
**Trustees of the Keenanow Trust**, (*strike out one*) and I hereby apply for the payment to which \_\_\_\_\_  
(*enter name of Member entitled to payment*) is entitled pursuant to \_\_\_\_\_ (*enter Article or Section  
number*) of the **Agreement** or the **Trust Indenture** (*strike out one*).

I have received from Norway House **Chief and Council** or the **Trustee** of the Keenanow Trust (*strike out  
one*) the amount of \$ \_\_\_\_\_ to be held and applied on behalf of \_\_\_\_\_  
(*enter name of Member entitled to payment*) in accordance with the law.

On behalf of \_\_\_\_\_, (*enter name of Member entitled to payment*) I hereby acknowledge  
receipt of such funds and release and indemnify the payer with respect thereto.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Parent / Guardian / Next of Kin / Legal Representative /  
Committee



Schedule 6

KEENANOW TRUST  
Trapping Association  
Certificate of Disclosure and Approval

TO: Chief and Council,

This is to certify that the proposed Norway House **Trapping** Program attached hereto for the use of money from the **Trapping Sub-account** (as same is established by, and provided for in the Keenanow **Trust**), to be spent in fiscal year \_\_\_\_\_, was to the best of our information and belief:

1. considered at a meeting of the members of the **Trapping Association** in accordance with Section 13.8 of the Keenanow **Trust Indenture** on \_\_\_\_\_ (enter date) at \_\_\_\_\_ (enter location) for which notice consistent with the notice provisions of Sections 3.10 and 8.6 was provided;
2. fully disclosed in compliance with the disclosure requirements of Section 8.7 as evidenced by the copies of the notices and documents required by, and delivered pursuant to Sections 3.10, 8.6 and 8.7 attached hereto; and
3. approved by a majority vote of the members of the **Trapping Association**;

as evidenced by our signing below as Directors of the **Trapping Association**.

DATED AT Norway House this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Director  
**Trapping Association**

\_\_\_\_\_  
Director  
**Trapping Association**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Schedule 7

**KEENANOW TRUST**  
**Commercial Fishing Association**  
**Certificate of Disclosure and Approval**

TO: **Chief and Council,**

This is to certify that the proposed Norway House **Commercial Fishing** Program attached hereto for the use of money from the **Commercial Fishing Sub-account** (as same is established by, and provided for in the Keenanow **Trust**), to be spent in fiscal year \_\_\_\_\_, was to the best of our information and belief:

1. \_\_\_\_\_ considered at a meeting of the members of the **Commercial Fishing Association** in accordance with Section 14.8 of the Keenanow **Trust Indenture** on \_\_\_\_\_ (enter date) at \_\_\_\_\_ (enter location) for which notice consistent with the notice provisions of Sections 3.10 and 8.6 was provided;

2. \_\_\_\_\_ fully disclosed in compliance with the disclosure requirements of Section 8.7 as evidenced by the copies of the notices and documents required by, and delivered pursuant to Sections 3.10, 8.6 and 8.7 attached hereto; and

3. \_\_\_\_\_ approved by a majority vote of the members of the **Commercial Fishing Association**;

as evidenced by our signing below as Directors of the **Commercial Fishing Association**.

DATED AT Norway House this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Director  
**Commercial Fishing Association**

\_\_\_\_\_  
Director  
**Commercial Fishing Association**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

SCHEDULE 1.4

FORM OF HYDRO BOND  
THE MANITOBA HYDRO-ELECTRIC BOARD

FR00001

Winnipeg, Manitoba, Canada

\$\_,000,000.00

10 % BOND SERIES 3

DUE \_\_\_\_\_

Issued under authority of The Manitoba Hydro Act and  
of an Order of the Lieutenant Governor in Council of  
the Province of Manitoba.

\_\_\_\_\_  
(DATE)

THE MANITOBA HYDRO-ELECTRIC BOARD, for value received, hereby promises to pay to the order of

\_\_\_\_\_ TD TRUST COMPANY, as Corporate Trustee, under and pursuant to the provisions of the  
KEENANOW TRUST IN TRUST FOR NORWAY HOUSE CREE NATION

the sum of \*\*\* \_\_\_\_\_ MILLION DOLLARS\*\*\*

on \_\_\_\_\_ (DATE)

at \_\_\_\_\_ the Head Office of THE MANITOBA HYDRO-ELECTRIC BOARD

in lawful money of Canada with interest payable annually at the rate of 10 % per annum from the date hereof to  
the date of maturity, upon due presentation and surrender of this Bond, all in accordance with the Terms and  
Conditions endorsed hereon.

Countersigned on behalf of  
The Manitoba Hydro-Electric  
Board

By

\_\_\_\_\_  
"SPECIMEN"  
Authorized Signing Officer

THE MANITOBA HYDRO-ELECTRIC  
BOARD  
By

\_\_\_\_\_  
"SPECIMEN"  
Chairman

\_\_\_\_\_  
"SPECIMEN"  
Secretary

\_\_\_\_\_  
This Bond shall become valid only when it shall be manually countersigned by a duly Authorized Signing Officer.

Dated December 30, \_\_\_\_\_

Terms and Conditions

1. Interest on this Bond will be payable annually on December 30 of each year prior to and including maturity, commencing December 30, \_\_\_\_\_ at an interest rate of 10 % per annum. Interest will no longer accrue after maturity.
2. This Bond will be issued in fully registered form only, in denominations of \$1,000,000.00 and integral multiples thereof. This Bond will be dated \_\_\_\_\_ and will mature on \_\_\_\_\_.
3. Interest will be payable to the order of the registered holder and will be paid by cheque forwarded to the

registered address.

- 4. The Manitoba Hydro-Electric Board will maintain a register of the name and address of the registered holder of this Bond at its Head Office in the City of Winnipeg.
- 5. This Bond is non-transferable and non-assignable.
- 6. At the option of the registered holder only, this Bond, or any portion thereof, which is \$1,000,000.00 or an integral multiple thereof, may be redeemed at the fair market value six business days after delivery of notice of redemption in writing and upon due presentation and surrender of this Bond at the Head Office of The Manitoba Hydro-Electric Board in the City of Winnipeg. The fair market value will be determined by the middle quote of three bid price quotes, for a provincially guaranteed marketable Bond of The Manitoba Hydro-Electric Board, having the same interest rate and maturity date as this Bond. The bid price quotes will be supplied by three investment dealers used by the Province of Manitoba to underwrite its securities. The bid price for this Bond will be set one business day following receipt of the notice of redemption for value and settlement six business days following receipt of the notice of redemption. The settlement amount will include accrued interest, if any.
- 7. Market bid price quotes will be supplied by Hydro upon request of the holder from time to time as reasonably required.
- 8. This Bond is repayable for the full principal amount upon due presentation and surrender, at the Head Office of The Manitoba Hydro-Electric Board, in the City of Winnipeg, during regular business hours on \_\_\_\_\_ or any business day thereafter.
- 9. Manitoba Hydro will not be bound to see the execution of a trust affecting the ownership of this Bond.
- 10. This Bond will rank equally with all other debt obligations of The Manitoba Hydro-Electric Board.

Notice of Redemption

The registered holder of this Bond serves notice to redeem \$ \_\_\_\_\_ of this Bond at the fair market value in accordance with the Terms and Conditions endorsed hereon.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signing Officer (s)

\_\_\_\_\_  
Signature and Authority to  
Sign Guaranteed

Financial Institution: \_\_\_\_\_

# **NORWAY HOUSE CREE NATION**

**Master Implementation Agreement**

## **Article 2**

***Water Levels  
and Flows***

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## ARTICLE 2

### 2.0 WATER LEVELS AND FLOWS

#### 2.1 INTRODUCTION

2.1.1 Introduction. This Article 2 establishes the **Compensated Range** settled by this **Agreement** and contains provisions for recording and retaining data, providing forecasts and calculating and paying **Pre-determined Compensation**.

#### 2.2 RECORDS

2.2.1 Flow Data. **Hydro** calculates and maintains a record of **Flow** as part of and pursuant to its licencing obligations. The flow:

- (a) on the west channel of the Nelson River is determined from data collected at the **Jenpeg Flow Station** and is the aggregate of:
  - (i) the Jenpeg spillway discharge, which is calculated as a function of the Jenpeg forebay elevation measured at the site, the number of spillway gates open and the height to which each such gate is open, and
  - (ii) the Jenpeg powerhouse discharge, which is calculated as a function of the Jenpeg forebay and tailrace elevations, measured at the site, unit power output and number of units in operation; and
- (b) on the east channel of the Nelson River is determined from data collected at the **Sea River Falls Flow Station** and is calculated using the water level elevation at the **Norway House Gauge** and applying it to open water or winter rating curves, as applicable, for the **Sea River Falls Flow Station**.

**Canada** does not assume any responsibility or liability under this **Agreement** for the collection of flow data, or for the calculation of **Flow**.



2.2.2 Operation, Replacement and Relocation. The operation, relocation or replacement of any gauge, flow station or bench mark shall be in accordance with the following provisions:

- (a) At the **Date of this Agreement**, **Canada** operates the **Norway House Gauge** and the **Sea River Falls Flow Station** in accordance with the "Canada - Manitoba Memorandum of Agreement - Water Quantity Surveys" effective April 1, 1975. **Canada** will give not less than one hundred eighty (180) days notice to the other **Parties** if it intends to cease operating either the **Norway House Gauge** or the **Sea River Falls Flow Station**. If **Canada** ceases such operation **Hydro** shall forthwith assume such duties.
- (b) Other than the express requirement for **Canada** to give not less than one hundred eighty (180) days notice prior to ceasing operation of the **Norway House Gauge** or the **Sea River Falls Flow Station**, this Article 2.2.2 does not affect the rights or obligations of any party under the "Canada - Manitoba Memorandum of Agreement - Water Quantity Surveys" and does not impose upon **Canada** any additional or other liability.
- (c) The **Norway House Gauge** or the **Sea River Falls Flow Station** may be replaced or relocated by the party responsible for replacement under the applicable provisions, if any, of the "Canada - Manitoba Memorandum of Agreement - Water Quantity Surveys" or any successor agreement.
- (d) If it becomes necessary to replace or relocate the **Norway House Gauge** or the **Sea River Falls Flow Station**, it may be replaced or relocated by the party responsible under the applicable provisions, if any, of the "Canada - Manitoba Memorandum of Agreement - Water Quantity Surveys" or any successor agreement or:
  - (i) in the absence of such provisions, or
  - (ii) in the absence of prompt action by such party, or
  - (iii) if it is relocated or replaced in a manner which renders it incapable of fulfilling the function required by this **Agreement**,

it shall be replaced or relocated by **Hydro**, as soon as is reasonably practicable, and the location shall be in reasonable proximity to the existing location and, subject to improvements in the state of the art, the design shall be the same as the existing one and it shall be referenced to a benchmark which has been established to a third order accuracy or better, in accordance with a recognized Canadian standard on vertical control leveling.

- (e) If it becomes necessary to replace the **Jenpeg Flow Station** it will be the responsibility of **Hydro** to establish a new flow station as soon as reasonably practicable and the design and location, as they relate to the ability to monitor **Flows** required by this **Agreement**, shall be subject to review and approval by **Chief and Council** on behalf of **Norway House Cree Nation**, which approval **Norway House Cree Nation** agrees shall not be unreasonably withheld, and at its option the approval of **Canada**, as represented by the Water Survey of Canada of Environment Canada or its successor, but **Canada** shall be exposed to no liability under this **Agreement** for a failure to exercise such option.
- (f) The data recorded by the **Norway House Gauge** shall be referenced to the **Controlling Bench Marks**.
- (g) Prior to construction of any replacement gauge or re-location of the **Norway House Gauge** or the **Sea River Falls Flow Station** by **Hydro**, the design and location as they relate to the capability to fulfill the function required by this **Agreement**, shall be subject to review and approval by **Chief and Council** on behalf of **Norway House Cree Nation**, which approval **Norway House Cree Nation** agrees shall not be unreasonably withheld, and at its option the approval of **Canada**, as represented by the Water Survey of Canada of Environment Canada or its successor, but **Canada** shall be exposed to no liability under this **Agreement** for a failure to exercise such option.

- (h) If, for the purposes of this **Agreement**, it becomes necessary to replace a **Controlling Bench Mark** or the **Controlling Bench Mark (Montreal Point)**, it shall be replaced by **Hydro**. When any such bench mark is replaced for the purposes of this **Agreement**, or for any other purpose, such replacement shall, to the satisfaction of the Surveyor General of Canada, be established near the location of, and to the same degree of accuracy as, the original bench mark and for the purposes of this **Agreement** shall be tied to **A.S.L. Manitoba, Norway House Cree Nation** and **Hydro** release **Canada** from all liability with respect to the definition, selection or determination of the **Controlling Bench Marks**, the **Controlling Bench Mark (Montreal Point)** and **A.S.L.**

2.2.3 **Flow and Water Level Records.** From and after the **Date of this Agreement**, **Hydro** agrees to maintain a record of the raw data recorded by the **Norway House Gauge** and provide such records to any **Party** when requested or required for purposes of this **Agreement**. No **Party** warrants the accuracy or adequacy of the raw data recorded by the **Norway House Gauge**, the **Jenpeg Flow Station** or the **Sea River Falls Flow Station**.

2.2.4 **Flow Records.** For so long as the **Project** is operated, **Hydro** shall:

- (a) continue to collect data from the **Jenpeg Flow Station**;
- (b) continue to collect data from the **Sea River Falls Flow Station**;
- (c) calculate, and for a period of not less than six (6) years maintain, such information in such detail that its calculation of **Flow** may be analysed and reviewed by any **Party** when requested or required for the purposes of this Article 2, but such period of six (6) years shall not affect **Hydro's** obligations otherwise provided for in this **Agreement** to maintain data.

2.2.5 **Notice of Malfunction.** If at any time it comes to the attention of any **Party** that the

**Norway House Gauge, the Sea River Falls Flow Station or the Jenpeg Flow Station** is not accurately providing data required by this **Agreement**, that **Party** shall forthwith notify the other **Parties**.

## 2.3 OPERATION OF THE PROJECT

2.3.1 Regulatory Authorities. Except as expressly set out in Articles 2.7.1 and 9.4.7, or in the easements granted to **Hydro** as provided in this **Agreement**, nothing in this **Agreement** shall impose, or be read or construed to impose, any restraint on the lawful operation of the **Project** by **Hydro**.

## 2.4 COMPENSATED RANGE

2.4.1 Compensated Range. The parameters of the **Compensated Range** are shown graphically on Schedule 2.1 and shall be a **Flow** which does not:

- (a) for the periods from January 1 to February 28 or 29, inclusive, and November 1 to December 31, inclusive, exceed 120,000 cfs; and
- (b) for the period from March 1 to April 15, inclusive, and from September 16 to October 31, inclusive, exceed 115,000 cfs; and
- (c) for the period from April 16 to September 15, inclusive, exceed 95,000 cfs; and
- (d) for the periods from January 1 to February 28 or 29, inclusive, and November 1 to December 31, inclusive, fall below 40,000 cfs; and
- (e) for the period from March 1 to October 31, inclusive, fall below 25,000 cfs calculated over any consecutive seven (7) day period.

2.4.2 No Further Liability. Except as provided in Articles 2.4.3, 2.7.1 and 12.4.1, **Hydro** shall not be liable to **Norway House Cree Nation** for any **Adverse Effect** arising as a result

of operations within the **Compensated Range**.

2.4.3 Breach of Easement. Article 2.4.2 does not relieve **Hydro** from any liability for a breach of any easement granted to it as provided in this **Agreement**.

## 2.5 PRE-DETERMINED COMPENSATION

2.5.1 Schedule of Pre-determined Compensation. When **Flow** within the parameters of Zones 1, 2 or 3 of the **Pre-determined Compensation Range**, being **Flow** which for the periods from March 1 to October 31, inclusive:

- (a) exceeds the **Compensated Range** but falls below 135,000 cfs (Zone 1);
- (b) exceeds 135,000 cfs but falls below 155,000 cfs (Zone 2);
- (c) exceeds 155,000 cfs but falls below 180,000 cfs (Zone 3);

as shown graphically in Schedule 2.1, occurs after December 15, 1994, **Hydro** shall pay **Pre-determined Compensation** to **Norway House Cree Nation** in accordance with Schedule 2.2 provided that for such occurrences after December 15, 1994 and prior to the **Date of this Agreement**, **Hydro** shall provide the reports and the calculations and pay the **Pre-determined Compensation** contemplated in Article 2.5.4 within thirty (30) days following the **Date of this Agreement**.

2.5.2 Payment not for Taking Reserve Land. The amounts payable under Schedule 2.2 are not in relation to any past or future taking or using of **Reserve Lands** and do not authorize any breach of any easement provided for in this **Agreement** nor constitute compensation for the taking or using of **Inundation Easement Lands** or other **Reserve Lands**. The issue of compensation for the taking or using of **Inundation Easement Lands** is fully addressed by the **Inundation Easement Agreement**, **Compensation Lands** to be transferred from **Manitoba** and other arrangements set

forth in this **Agreement**.

2.5.3 Remedy for Encroachment. Where, through the fault of **Hydro**, there is a taking or using of **Reserve Lands** not permitted by any easement provided for in this **Agreement**, a court shall not, in determining reasonable redress for **Norway House Cree Nation** consider the provisions for, or payment of, **Pre-determined Compensation** under Schedule 2.2 as compensation for such taking or using, but with respect thereto may give judgment for damages or equitable relief available in such cases.

2.5.4 Calculation and Payment. For each day in any **Operating Year**, **Hydro** shall, not later than the following June 15:

- (a) provide a report of the **Flow**;
- (b) apply the sample formulae set forth in Schedule 2.3, and determine the compensation, if any, payable under Schedule 2.2;
- (c) provide **Norway House Cree Nation** with a written report summarizing the data and **Pre-determined Compensation** calculations in a form similar to the Summary of **Pre-determined Compensation** in Schedule 2.4; and
- (d) pay the **Pre-determined Compensation** due, to the **Corporate Trustee** in trust for **Norway House Cree Nation**, to be held in the **Trust** in accordance with the terms of the **Indenture**.

2.5.5 Dispute. If **Chief and Council** on behalf of **Norway House Cree Nation** disputes:

- (a) the **Pre-determined Compensation** calculations, **Chief and Council** shall give written notice of such dispute, with reasons, to **Hydro** within one hundred twenty (120) days of its receipt of the report provided under Article 2.5.4(c). If **Chief and Council** fails to give such notice of dispute within the time period specified, **Norway**

**House Cree Nation** shall be conclusively deemed to have accepted the **Pre-determined Compensation** calculations as accurate;

- (b) the accuracy of the data, **Chief and Council** shall give written notice of such dispute to **Hydro** within four (4) years of its receipt of the report provided under Article 2.5.4(c). If **Chief and Council** fails to give such notice of dispute within the time period specified, **Norway House Cree Nation** shall be conclusively deemed to have accepted the accuracy of the data.

2.5.6 Additional Claim. Notwithstanding Article 2.5.5 and the provisions for payment of **Pre-determined Compensation**, if **Chief and Council** on behalf of **Norway House Cree Nation** considers that the **Pre-determined Compensation** paid in any **Operating Year** as a consequence of **Flow** within the **Pre-determined Compensation Range** is insufficient to compensate for **Adverse Effects** caused by such **Flow** within the **Pre-determined Compensation Range**, **Chief and Council** may, within, but not later than the expiry of, one hundred twenty (120) days of receipt of:

- (a) the **Pre-determined Compensation**; or
- (b) a revised quantum of **Pre-determined Compensation**, if **Pre-determined Compensation** is revised as a result of a dispute under Article 2.5.5(b);

direct the **Corporate Trustee** to return the amount so paid and thereupon proceed to arbitration to claim compensation for any **Adverse Effect** caused by such **Flow** within the **Pre-determined Compensation Range**. Subject to any disputes under Article 2.5.5(b) and the exceptions in Articles 12.4.1(a), (b), (d) and (e), if the **Pre-determined Compensation** payment is not returned to **Hydro**, within the time period specified, **Norway House Cree Nation** shall be deemed conclusively to have accepted such **Pre-determined Compensation** in full and complete satisfaction of any and all claims it may otherwise have had arising from **Flow** within the **Pre-determined Compensation Range** in that **Operating Year**.

2.5.7 Events Outside of the Compensated Ranges. **Flows** outside of the **Compensated Range** and the **Pre-determined Compensation Range** may be considered as **Extraordinary Events** and additional compensation for **Adverse Effects**, if any, caused by or attributable to such **Flows** is a continuing obligation of **Hydro** under Article 12.4.1(c).

2.5.8 Onus. Where **Norway House Cree Nation** claims compensation under Articles 2.5.6 and 2.5.7 for **Adverse Effects** attributable to **Flow** outside of the **Compensated Range** in any **Operating Year**, it shall have the onus of proving such alleged **Adverse Effects** but the onus shall always be on **Hydro** to establish that the **Project** did not directly or indirectly cause, or contribute to, any such alleged **Adverse Effects**.

2.5.9 Set-off. **Hydro** may set off any **Pre-determined Compensation** paid in any **Operating Year** against any claim under Article 2.5.7 for compensation for an **Extraordinary Event** in that **Operating Year**. If **Norway House Cree Nation** fails to prove that **Adverse Effects** attributable to such **Extraordinary Event** resulted in loss in excess of the **Pre-determined Compensation**, it shall be entitled to no further compensation.

2.5.10 Option. **Hydro** may elect not earlier than one hundred eighty (180) days nor later than sixty (60) days prior to any five (5) year anniversary of the **Date of this Agreement**, to terminate Schedule 2.2 and its obligations to pay **Pre-determined Compensation** under Articles 2.5.1 and 2.5.4, or otherwise, by giving **Norway House Cree Nation** written notice of termination. Upon exercising such right of termination, all future obligations of **Hydro** to pay **Pre-determined Compensation** shall cease and, notwithstanding the release and indemnity provisions contained in Articles 12.2.3, 12.2.4 and 12.3.1, **Adverse Effects** arising after the date of termination as a result of **Flows** outside of the **Compensated Range** shall be a continuing obligation of **Hydro** under Article 12.4.1(f).



2.5.11 Prior Obligations Continue. In the event of a termination of Schedule 2.2 and the **Pre-determined Compensation** provisions, the rights and obligations arising during their currency shall not be affected.

2.5.12 Without Prejudice. Upon termination of Schedule 2.2, the rates and formulae for calculating **Pre-determined Compensation** shall be without prejudice to **Hydro** and **Norway House Cree Nation** in relation to events, or portions of events, occurring subsequent to such termination .

## 2.6 WATER LEVEL AND FLOW RECORDS AND FORECASTS

2.6.1 Winter Water Projections. **Hydro** shall, prior to November 1 of each year:

- (a) provide a graph to **Norway House Cree Nation** indicating the anticipated **Flow** on an average monthly basis for the period from November 1 to the next March 31; and
- (b) provide a graph to **Norway House Cree Nation** indicating its estimate of the anticipated **Water Levels** at the **Norway House Gauge**, on an average monthly basis for the period from November 1 to the next March 31.

Since the **Water Levels** and **Flows** may vary for reasons outside of the control of **Hydro**, the projections and estimate under this Article 2.6.1 will be only a rough guide based on many assumptions. **Hydro** shall not be liable for the accuracy of these projections or estimates and may set forth any additional qualifications as to accuracy as may be appropriate in the circumstances.

2.6.2 Monthly Forecasts. Early in each calendar month, **Hydro** shall give to **Norway House Cree Nation** a written forecast of the anticipated:

- (a) **Flows**; and
- (b) **Water Levels** at the **Norway House Gauge**;

for that month and the next succeeding month. The written forecast shall be accompanied by a graph indicating the anticipated **Flows** and the anticipated **Water Levels** at the **Norway House Gauge**.

2.6.3 Notice of Change. Where the actual **Flow** varies from the schedule of **Flows** referred to in Article 2.6.2 by an amount in excess of 30,000 cfs, **Hydro** shall forthwith provide a revised written forecast to **Norway House Cree Nation** and the reasons for such change.

2.6.4 Notification. **Hydro** shall make reasonable efforts to broadcast on a reasonably timely basis, in both Cree and English, the narrative portion of the monthly forecasts contemplated in Article 2.6.2(b), over a radio station providing service in the area of Norway House or by some other reasonable alternative method if no such radio station exists. Such broadcasts shall, in the event of a revision to a forecast, begin forthwith upon the revision being made and continue for three (3) successive days or such longer period as may be necessary in the circumstances.

2.6.5 Limitation of Forecasts. It is acknowledged that:

- (a) the information supplied by **Hydro**, in its monthly forecasts pursuant to Article 2.6.2, is based on **Hydro's** best estimation, using due diligence;
- (b) in the absence of negligence or deliberate misconduct on the part of **Hydro**, or those for whom it is at law responsible, **Hydro** shall not be liable if any such forecast is incorrect;
- (c) **Hydro's** ability to determine when a revised forecast is warranted is limited to detecting changes in the data which **Hydro** collects and monitors as part of its operations; and
- (d) in the absence of negligence or deliberate misconduct on the part of **Hydro**, or those for whom it is at law responsible, **Hydro** shall not be liable if any such forecast, or revised forecast, is delayed.

2.6.6 Records. The **Post Project Range of Experience** has been monitored at certain locations and the data obtained from that monitoring has been recorded in a document entitled "Post Project Range of Experience Data", dated March 3, 1997. The document, and its use by **Hydro** and **Norway House Cree Nation**, are without prejudice to **Canada** and **Manitoba**. The data contained in the document has been obtained by **Hydro** from its own records and from Water Survey of Canada records, and is generally accurate, but may contain occasional errors, arising from both the collecting and recording of such data. The existence of such errors shall in no way affect the validity or enforceability of this **Agreement**.

2.6.7 Continued Monitoring. From and after the **Date of this Agreement**, **Hydro** shall continue to monitor, obtain and record raw data in substantially the same manner, and with substantially the same degree of exactitude, as recorded in the document entitled "Post Project Range of Experience Data", and shall provide such data, within a reasonable time, to any of the **Parties** requesting same.

## 2.7 APPLICATION OF EASEMENTS

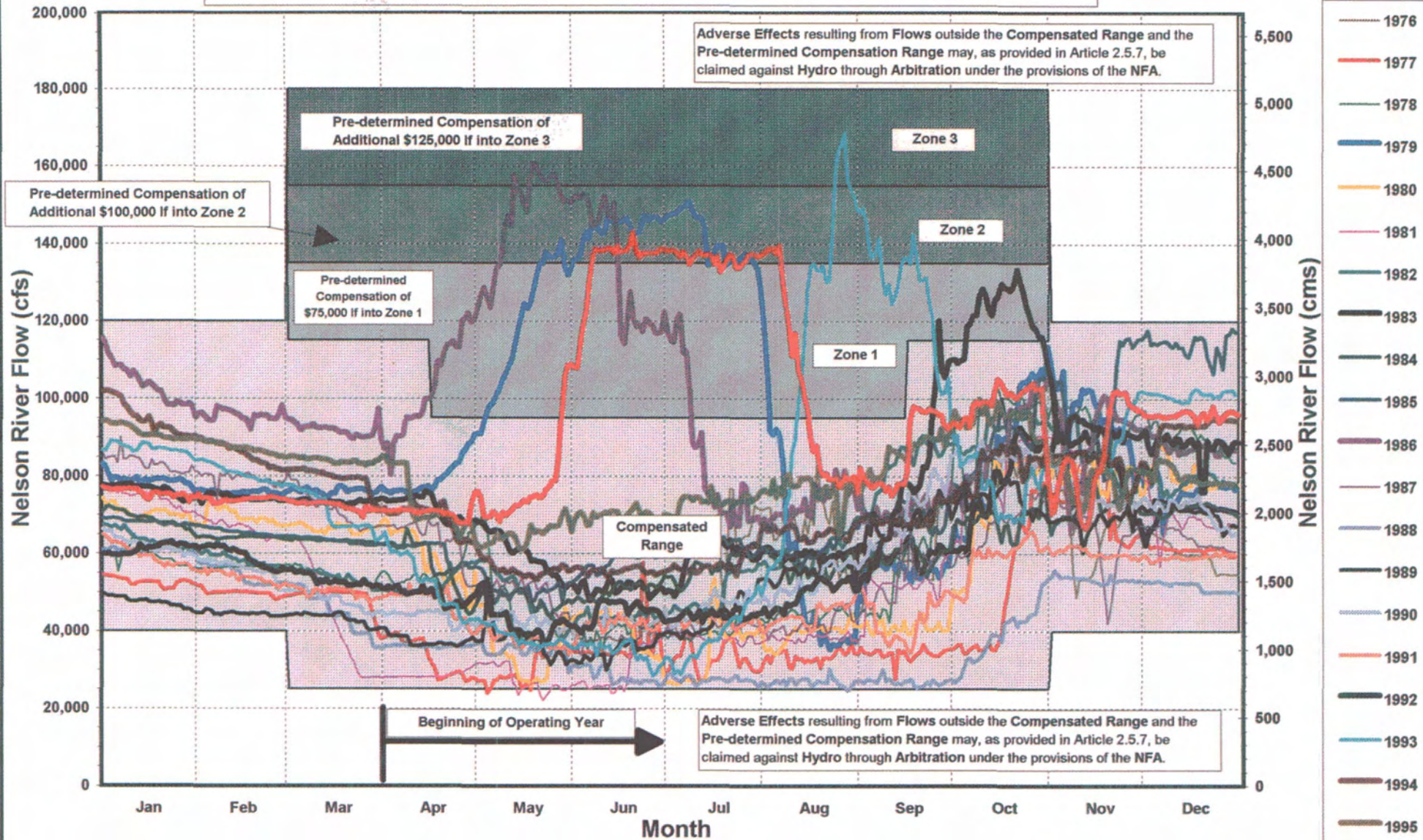
2.7.1 Continuing Obligation. Until the **Inundation Easements** are granted pursuant to this **Agreement**, **Hydro** shall, notwithstanding any release granted by the **Agreement**, be subject to the easement provisions of Article 3 of the **NFA** with respect to the **Reserve**.

2.7.2 Subject to Easements. The provisions of this Article 2 are subject to the terms of any easement for the inundation and storage of water granted under the terms of this **Agreement** and do not alter the terms of those agreements or the easements contemplated therein.

**2.8 END OF PROJECT**

2.8.1 Maintenance of Water Ranges. If, in the future, the **Project** is no longer utilized for the production of hydro-electric power, **Hydro**, or **Manitoba** in the circumstances in which Article 13.13.6 applies, covenants and agrees to continue to operate and maintain all such works, structures and improvements, within its legal authority and control, as may be necessary to avoid, to the extent reasonably possible, changes from the parameters of the **Compensated Range** or such other **Flows** as may be agreed upon in writing by **Chief and Council** on behalf of **Norway House Cree Nation**, and for the purposes of this Article 2.8.1 only, **Canada**.

## SCHEDULE 2.1 COMPENSATED AND PRE-DETERMINED COMPENSATION RANGES



Norway House Master Implementation Agreement  
 Nelson River Flows determined at Jenpeg Flow Station and Sea River Falls Flow Station for July 1976 to December 1996  
 Compensated Range, Pre-determined Compensation Range with Pre-determined Compensation Payments

## SCHEDULE 2.2

### PRE-DETERMINED COMPENSATION

1.1 Determination. Should **Flow** fall within Zones 1, 2 or 3 of the **Pre-determined Compensation Range** described in Article 2.5.1 and shown graphically on Schedule 2.1, in any **Operating Year**, **Hydro** shall pay **Norway House Cree Nation** the following:

- (a) seventy-five thousand (\$75,000.00) dollars if the **Flow** exceeds the **Compensated Range** but falls below 135,000 cfs (Zone 1);
- (b) an additional one hundred thousand (\$100,000.00) dollars if the **Flow** meets or exceeds 135,000 cfs but falls below 155,000 cfs (Zone 2); and
- (c) an additional one hundred twenty-five thousand (\$125,000.00) dollars if the **Flow** meets or exceeds 155,000 cfs but falls below 180,000 cfs (Zone 3).

The amount of **Pre-determined Compensation** in any **Operating Year** shall depend solely on whether or not the **Flow** falls within any zone of the **Pre-determined Compensation Range**. It does not matter how many such occurrences there are in that **Operating Year** or the degree or length of such occurrences. The maximum **Pre-determined Compensation** payable in any **Operating Year** shall be three hundred thousand (\$300,000.00) dollars.

1.2 Example Calculation. **Pre-determined Compensation** shall be calculated in a manner consistent with the sample formulae in Schedule 2.3.

### SCHEDULE 2.3

#### SAMPLE FORMULAE FOR PRE-DETERMINED COMPENSATION

The following are sample formulae for each of the conditions described in Schedule 2.2.

- (a) If in any **Operating Year**, **Flow** falls into Zone 1 as shown on Schedule 2.1:

For example if **Flow** = 120,000 cfs

then one lump sum of **Pre-determined Compensation** (PDC) of \$75,000 would be payable for that **Operating Year** in respect of that zone.

- (b) If in any **Operating Year**, **Flow** falls into Zone 2 as shown on Schedule 2.1:

For example if **Flow** = 150,000 cfs then in addition to the compensation payable under (a) above an additional lump sum of **Pre-determined Compensation** (PDC) of \$100,000 would be payable in respect of that zone resulting in total compensation for **Flow** in that **Operating Year** of \$175,000.

- (c) If in any **Operating Year**, **Flow** falls into Zone 3 as shown on Schedule 2.1:

For example if **Flow** = 170,000 cfs then in addition to the compensation payable under (a) and (b) above an additional lump sum of **Pre-determined Compensation** (PDC) of \$125,000 would be payable in respect of that Zone resulting in total compensation for **Flow** in that **Operating Year** of \$300,000.

The total **Pre-determined Compensation** in any **Operating Year** shall be the total of the lump sums paid above which in any **Operating Year** shall not exceed three hundred thousand (\$300,000.00) dollars.

The amount of **Pre-determined Compensation** in any **Operating Year** shall depend solely on

whether or not the **Flow** falls within any zone of the **Pre-determined Compensation Range**. It does not matter how many such occurrences there are in an **Operating Year** or the degree or length of such occurrences.



**SCHEDULE 2.4**  
**SUMMARY OF PRE-DETERMINED COMPENSATION FORM**

<b>SUMMARY OF PRE-DETERMINED COMPENSATION</b>					
<b>YEAR</b>	<b>MONTH</b>	<b>Column A</b>	<b>Column B</b>	<b>Column C</b>	<b>Total of Columns A, B &amp; C</b>
		<b>Schedule 2.2 Section 1.1 (a) Flow Compensation Zone 1</b>	<b>Schedule 2.2 Section 1.1 (b) Flow Compensation Zone 2</b>	<b>Schedule 2.2 Section 1.1 (c) Flow Compensation Zone 3</b>	
<b>Operating Year</b>					
<b>Year 'Y'</b>	Apr	Yes or No	Yes or No	Yes or No	
	May	Yes or No	Yes or No	Yes or No	
	Jun	Yes or No	Yes or No	Yes or No	
	Jul	Yes or No	Yes or No	Yes or No	
	Aug	Yes or No	Yes or No	Yes or No	
	Sep	Yes or No	Yes or No	Yes or No	
	Oct	Yes or No	Yes or No	Yes or No	
	Nov	N/A	N/A	N/A	
	Dec	N/A	N/A	N/A	
<b>Year 'Y+1'</b>	Jan	N/A	N/A	N/A	
	Feb	N/A	N/A	N/A	
	Mar	Yes or No	Yes or No	Yes or No	<b>TOTAL</b>
<b>Operating Year Totals</b>		If one or more "Yes" in any of the applicable months then compensation payable is \$75,000	If one or more "Yes" in any of the applicable months then compensation payable is \$100,000	If one or more "Yes" in any of the applicable months then compensation payable is \$125,000	

**Note:** The maximum **Pre-determined Compensation** payable in any **Operating Year** shall be three hundred thousand (\$300,000.00) dollars.

# **NORWAY HOUSE CREE NATION**

**Master Implementation Agreement**

## **Article 3**

***Compensation Lands  
and Easement Lands***

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## ARTICLE 3

### 3.0 COMPENSATION LANDS AND EASEMENT LANDS

### 3.1 COMPENSATION LANDS

3.1.1 Introduction. This Article 3 provides for the transfer of **Compensation Lands** from **Manitoba** to **Canada**, to be set apart by **Canada** as **Reserve**.

3.1.2 Boundaries and Exclusions. The **Compensation Lands**, the administration and control of which is to be transferred by **Manitoba** to **Canada** and which are to be set apart by **Canada** as **Reserve Lands** for **Norway House Cree Nation**, are:

- (a) those provincial Crown lands described in Schedule 3.1, excluding:
  - (i) those lands required for public purposes as described in Schedule 3.3,
  - (ii) the future transmission right-of-way at Baker Lake as referenced in Article 3.3.1,
  - (iii) the ice boom area at Whiskey Jack as referenced in Article 3.3.1, and
  - (iv) those lands which cease to be **Compensation Lands** under Articles 3.5.5, 3.5.15 or 3.5.18; and
- (b) any replacement lands selected under Article 3.5.

3.1.3 Written Description and Plans. In the event of conflict between written descriptions and sketch plans of **Compensation Lands** attached or referred to in Schedules 3.1 and 3.2, the written descriptions shall prevail.

### 3.2 CONDITIONS OF TRANSFER

3.2.1 Lands Transferred Free of Encumbrance. Except for certain easements to be

granted by **Manitoba** as expressly provided for in this Article 3, the administration and control of the **Compensation Lands** shall be transferred by **Manitoba** to **Canada**, free and clear of all encumbrances, reservations, caveats, estates, rights and interests in favour of any person other than **Canada**, or whose interest is claimed through **Canada**, and for greater certainty:

- (a) rights in mines and minerals, both precious and base, rights in Crown timber and other user rights shall be transferred with the **Compensation Lands**;
- (b) no reservations to the Crown in right of **Manitoba** under subsection 4(1) of The Crown Lands Act (Manitoba) shall apply to the **Compensation Lands**.

3.2.2 Mineral Royalties. Should **Manitoba** receive any mineral royalties with respect to any **Compensation Lands** established, or to be established, as **Reserve** pursuant to this **Agreement**, **Manitoba** will promptly remit such royalties to **Norway House Cree Nation**.

### 3.3 SURVEYS

3.3.1 Surveys by Manitoba. Legal surveys of the boundaries of the **Compensation Lands**, the **Spider Lake Easement Lands** and the boundaries of exclusions required for a future transmission right-of-way at Baker Lake and the ice boom area at Whiskey Jack as shown on Plans 06303-A-11978 and 06303-B-12183 respectively will be completed by, and at the expense of **Manitoba**, in accordance with the survey instructions in Schedule 3.2.

3.3.2 Surveys by Hydro. Legal surveys of the boundaries of the **Inundation Easement Lands**, and the lands subject to the **Transmission Line Easements** and the **Right-of-Way Easement** on parcels as listed in Schedule 3.8 will be completed by, and at the expense of **Hydro**, in accordance with the survey instructions in Schedule 3.2. In the event of a conflict between Schedules 3.2 and 3.8, the provisions of Schedule 3.2 shall prevail.

3.3.3 Completion of Surveys. Legal surveys required under Articles 3.3.1 and 3.3.2 shall be performed as set forth in the following provisions:

- (a) Within sixty (60) days following the **Date of this Agreement**, or as soon thereafter as is reasonably possible having regard to field conditions, **Manitoba** shall commence, or cause to be commenced, the legal surveys described in Article 3.3.1 and the boundaries of exclusions required for public purposes set forth in Schedule 3.3 in accordance with the survey instructions in Schedule 3.2.
- (b) Within sixty (60) days following the **Date of this Agreement**, or as soon thereafter as is reasonably possible having regard to field conditions, **Hydro** shall commence, or cause to be commenced, legal surveys of the boundaries of the **Inundation Easement Lands**, and the lands subject to the **Transmission Line Easements** and the **Right-of-Way Easement** on parcels as listed in Schedule 3.8 in accordance with the survey instructions in Schedule 3.2.
- (c) Subject only to any delay which may be caused by:
  - (i) a change in survey instructions under Article 3.3.4,
  - (ii) any dispute which may arise with respect to the provisions of Article 3.3.4, or
  - (iii) any cause outside the control of **Manitoba** or **Hydro**,

**Manitoba** and **Hydro** shall make reasonable efforts to complete, or cause to be completed, legal surveys in relation to each parcel, within twelve (12) months of:

  - (iv) the commencement of the survey of such parcel,
  - (v) the approval of a change in survey instructions under Article 3.3.4 in respect of such parcel, or
  - (vi) the date of the final resolution of any dispute arising under this Article 3 in relation to such parcel.

3.3.4 Change in Survey Instructions. The survey instructions in Schedule 3.2 may only

be changed with the approval of each of **Chief and Council** on behalf of **Norway House Cree Nation, Manitoba, Hydro and Canada**, and any additional expense incurred as a result of such change shall be borne by the **Party** requesting it.

3.3.5 Plans, Descriptions and Packages for Execution Supplied. Plans, legal descriptions and, as applicable, easement agreements required for the **Compensation Lands** shall be prepared, provided and packaged as follows:

- (a) **Hydro** shall provide to **Manitoba**, to **Norway House Cree Nation** and to **Canada**:
  - (i) plans of the boundaries of the **Inundation Easement Lands**, and of the lands subject to the **Transmission Line Easements** and the **Right-of-Way Easement**, and
  - (ii) legal descriptions of the lands to be subject to the **Inundation Easements**, the **Transmission Line Easements** and the **Right-of-Way Easement**, satisfactory to the Surveyor General of Canada;
- (b) **Hydro** shall execute five (5) copies of the **Inundation Easements**, the **Transmission Line Easements** and the **Right-of-Way Easement** and forward all such copies to **Manitoba**;
- (c) **Manitoba** shall execute the **Spider Lake Easement Agreement** and all copies of the easement agreements provided by **Hydro**;
- (d) **Manitoba** shall provide to **Hydro**, **Norway House Cree Nation** and **Canada**:
  - (i) plans of the boundaries of the **Compensation Lands**, the exclusions from **Compensation Lands** required for public purposes described in Schedule 3.3, the **Spider Lake Easement Lands** and the exclusions for the future transmission right-of-way at Baker Lake and the ice boom area at Whiskey Jack referred to in Article 3.3.1,
  - (ii) a legal description of the **Compensation Lands** referred to in Article



3.3.5(d)(i) ,

satisfactory to the Surveyor General of Canada;

- (e) For each parcel of **Compensation Lands**, as listed in Schedule 3.8, **Manitoba** shall compile and forward to **Norway House Cree Nation** a package consisting of:
- (i) the plans and descriptions prepared by **Hydro** under Article 3.3.5(a),
  - (ii) the plans and descriptions prepared by **Manitoba** under Article 3.3.5(d), and
  - (iii) five (5) copies of any easement agreement to be registered against such parcel, executed as required by **Manitoba** or **Hydro**.

3.3.6 Confirmation. **Norway House Cree Nation** shall, upon receipt of a package of plans, legal descriptions and, as applicable, easement agreements referred to in Article 3.3.5(e), confirm by **Council Resolution** that in relation to the parcels of land described in such package that as at the date of such **Council Resolution**:

- (a) they are properly described **Compensation Lands**;
- (b) no condition, which does not meet acceptable environmental standards as contemplated under Article 3.5.3, has been discovered;
- (c) they have not been rejected under Article 3.5.3;
- (d) there has been no fundamental change of the nature contemplated in Article 3.5.8;
- (e) they have not been rejected under Article 3.5.8;
- (f) the lands subject, or to be subject, to the easement agreements are properly described; and
- (g) they are accepted by **Norway House Cree Nation** as **Compensation Lands** subject to such easements as are included in the package.

Following such confirmation, **Norway House Cree Nation** as represented by **Chief and Council** shall execute all easement agreements and provide to each of **Manitoba**, **Canada** and **Hydro** an originally signed copy of the **Council Resolution**, and in addition provide to **Manitoba** all five (5) copies of the executed easement agreements.

### 3.4 TRANSFER OF LANDS

#### 3.4.1 Transfer Documents. Upon receipt of:

- (a) confirmation that the plans and legal descriptions referred to in Article 3.3.5 are acceptable to the Surveyor General of Canada;
- (b) the confirmation given pursuant to Article 3.3.6;
- (c) where applicable, the copies of the **Inundation Easement Agreement**, the **Transmission Line Easement Agreement** and the **Right-of-Way Easement Agreement** duly executed by **Norway House Cree Nation** as represented by **Chief and Council** and **Hydro**; and
- (d) where applicable, the copies of the **Spider Lake Easement Agreement** duly executed by **Norway House Cree Nation** as represented by **Chief and Council**;

#### **Manitoba** will:

- (e) transfer the ice boom area at Whiskey Jack referred to in Article 3.3.1 to **Hydro**;
- (f) register the **Transmission Line Easement Agreements** and the **Right-of-Way Easement Agreement**; and
- (g) consult with **Canada** and **Chief and Council** on behalf of **Norway House Cree Nation** on the form of Order in Council transferring administration and control of the **Compensation Lands** to **Canada** to be set apart as **Reserve Lands** for **Norway House Cree Nation**.

Thereafter, **Manitoba** shall by Order in Council, conditional upon **Canada's** acceptance as provided for in Article 3.4.3, transfer administration and control of the **Compensation Lands**, subject, where applicable, to the **Transmission Line Easements** and the **Right-of-Way Easement** to **Canada** and forward the Order in Council and the copies of the **Spider Lake Easement Agreement**, if applicable, and the **Inundation Easement Agreement**, if applicable, to **Canada**. **Manitoba** shall provide a copy of such Order in Council to **Norway House Cree Nation** and **Hydro**.

3.4.2 Request for Reserve Status. Upon receipt of a copy of the Order in Council referred to in Article 3.4.1, **Norway House Cree Nation** shall, by **Council Resolution**, request that **Canada** set aside the **Compensation Lands** referenced in such Order in Council, as **Reserve Lands**, subject, as set out in Schedule 3.8, to:

- (a) the executed and registered **Transmission Line Easements** and the **Right-of-Way Easement**; and
- (b) the **Inundation Easements** and **Spider Lake Easement** to be granted by **Canada** under the Federal Real Property Act (Canada) as provided under Article 3.4.3.

3.4.3 Acceptance and Designation of Reserve Lands. Upon receipt of the **Council Resolution** referred to in Article 3.4.2 and subject to compliance with Article 3.5.12, **Canada** shall:

- (a) record the plans referred to in Article 3.3.5 in accordance with the Canada Lands Surveys Act (Canada);
- (b) by instrument under the Federal Real Property Act (Canada), accept the transfer of administration and control of the **Compensation Lands** conditional on setting them apart as **Reserve**;
- (c) provide notice of such acceptance to **Norway House Cree Nation, Manitoba and Hydro**;
- (d) execute the **Inundation Easement Agreement** and the **Spider Lake Easement Agreement** and grant the **Inundation Easement** and the **Spider Lake Easement** on those parcels of **Compensation Lands** where such easements are required as shown on Schedule 3.8;
- (e) thereafter, through the **Minister**, recommend to the Governor in Council the setting apart of the lands for the use and benefit of **Norway House Cree Nation**;
- (f) provide to the other **Parties** a copy of the fully executed **Inundation Easement Agreement**, the **Spider Lake Easement Agreement** and the Order in Council

setting apart the lands as **Reserve**; and

- (g) by acceptance of administration and control of the **Compensation Lands**, agree to accept and continue licences for access granted in the easement agreements, but it is expressly understood by **Hydro** and **Manitoba** that **Canada** does not in any way warrant, control, guarantee or assume any liability, of any kind whatsoever, with respect to any actions of **Norway House Cree Nation** or **Chief and Council** in connection with said access or said licences for access.

3.4.4 Registry of Plans, Grant of Easements. Upon acceptance of the transfer of administration and control of all of the **Compensation Lands** in accordance with Article 3.4.3 **Canada** shall:

- (a) grant **Inundation Easements** on the **Inundation Easement Lands** located on the **Reserve** existing at the **Date of this Agreement** as set forth in Schedule 3.9;
- (b) transfer partial administration and control to **Manitoba**, on the same terms and conditions as contained in the **Inundation Easement Agreement** for the **Inundation Easement Lands** referred to in Article 3.4.4(a);
- (c) execute all copies of the **Inundation Easement Agreement** relevant to the **Inundation Easement Lands** referred to in Article 3.4.4(a);
- (d) file the **Inundation Easement Agreements** and the instrument granting the **Inundation Easements** on the **Compensation Lands** and on the **Inundation Easement Lands** referred to in Article 3.4.4(a) in accordance with the Indian Act (Canada); and
- (e) return fully executed copies of the **Inundation Easement Agreements** relevant to the **Inundation Easement Lands** referred to in Article 3.4.4(a), to each of **Manitoba, Norway House Cree Nation** and **Hydro**.

3.4.5 Completion of Process. **Canada** shall make reasonable efforts to complete the

processes outlined in Article 3.4.3 within twelve (12) months of **Canada's** receipt of the **Council Resolution** referred to in Article 3.4.2 as such processes relate to the **Compensation Lands** referred to in such **Council Resolution**. **Canada** shall make reasonable efforts to complete the processes outlined in Article 3.4.4 within twelve (12) months after **Canada** has received **Council Resolutions** under Article 3.4.2 for all of the **Compensation Lands**.

3.4.6 Granting of Easements. This **Agreement** provides for easements for the purposes of inundation and storage of water to be granted to **Manitoba** and to **Hydro** on lands appurtenant to various waterways affected by the **Project** but provides for the **Spider Lake Easement** to be granted only to **Manitoba** because, at the **Date of this Agreement**, **Hydro** confirms that it does not require an easement for the purposes of inundation and storage of water on Site 3.5, Spider Lake.

3.4.7 Setback on Indian Reserves 17A & B. **Hydro** confirms that the parcels of land comprising Indian Reserves 17A and 17B are sufficiently set back from the water's edge that it does not require an **Inundation Easement**.

3.4.8 Disposition and Use of Lands. **Manitoba** has, in anticipation of the conclusion of this **Agreement**, withheld from disposition, by way of sale, sale agreement, lease or permit, the lands described as the **Compensation Lands**. Following the **Date of this Agreement** and prior to transfer of administration and control of the **Compensation Lands** to **Canada**, **Manitoba** will grant to **Norway House Cree Nation** a **Land Use Permit**, on terms satisfactory to **Manitoba** and **Chief and Council** on behalf of **Norway House Cree Nation**, for the **Compensation Lands**. Any **Land Use Permit** shall terminate upon acceptance by **Canada**, under Article 3.4.3, of the transfer of administration and control of the **Compensation Lands** to **Canada**. Notwithstanding the granting of the **Land Use Permit** the **Compensation Lands** shall not be deemed to be **Reserve** until designated as such as contemplated in this **Agreement**.

3.4.9 On-the-Ground Surveys. Whether the **Inundation Easement** or the **Spider Lake Easement** has been granted by **Canada** under Article 3 or not, where the **Setback Line** has not been the subject of an on-the-ground survey and installation of monuments, **Hydro**, and in the case of the **Spider Lake Easement, Manitoba**, shall, upon reasonable notice from **Chief and Council** on behalf of **Norway House Cree Nation**, or **Canada**, use its best efforts to expeditiously, and in any event, within twelve (12) months of such notice, survey and install monuments in accordance with survey instructions issued by the Surveyor General of Canada.

3.4.10 Permission to Use. Subject to Article 12.3.2(d), **Manitoba** and **Hydro** agree:

- (a) that prior to the three hundred (300) metre transmission line Right-of-Way excluded from the Baker Lake, Site 3.3 (the "Excluded Lands") being required by **Hydro** for its transmission line, **Norway House Cree Nation** shall have, in common with **Manitoba** and **Hydro**, the right of use of such parcel of Provincial Crown land without fee or charge, provided that no use shall be permitted which could potentially interfere with, or delay **Hydro's** intended use of the Excluded Lands for its transmission line;
- (b) to give not less than sixty (60) days written notice to **Norway House Cree Nation** of the Excluded Lands being required by **Hydro** for its transmission line;
- (c) that after the land is required by **Hydro**, **Norway House Cree Nation** shall continue to have the right, in common with **Hydro** and **Manitoba**, to use the Excluded Lands without fee or charge:
  - (i) for the purpose of access between the Highway on Public Road Plan No. 6098 PLTO (N.Div.) and the **Reserve**, at a location reasonably selected by **Hydro**, or
  - (ii) for any other purpose which does not interfere with the use or anticipated use of the Excluded Lands by **Hydro** for its transmission line, provided that

such right of use may be terminated by **Hydro** on sixty (60) days written notice if, in **Hydro's** opinion, it requires exclusive occupancy of the Excluded Lands,

- (d) not to grant any right to use the Excluded Lands to any other person except as may be complementary to the transmission line use.

3.4.11 Use of Ice Boom Area. **Hydro** agrees with **Norway House Cree Nation**:

- (a) that the ice boom area at Whiskey Jack to be transferred to **Hydro** pursuant to Article 3.4.1(e) may continue to be used by a **Member** or **Members** for purposes of the existing cabin provided such cabin or use does not interfere with the future construction, operation or maintenance by **Hydro** of an ice boom on that parcel; and
- (b) not to grant any right to use the ice boom area to any other person.

**3.5** **CONDITION OF LANDS**

3.5.1 Warranty. **Manitoba** warrants, on the basis of available records, that no damaging unauthorized use is being or has been made and that no authorized use is being or has been made of the **Compensation Lands** except:

- (a) inundation and storage of water on portions of the **Compensation Lands**;
- (b) on the Eight Mile Channel selection, from 1972 to 1975, the use of a portion of the lands by **Hydro** for the erection and maintenance of a construction camp including the operation of heavy equipment and vehicles and the storage and use of fuels, lubricants, anti-freeze, explosives and other materials incidental to such a camp;
- (c) on the Whiskey Jack site, from 1972 to 1975, the extraction of gravel and other aggregate and quarry material and the erection and maintenance of a construction camp including the operation of heavy equipment and vehicles and the storage and

use of fuels, lubricants, anti-freeze, explosives and other materials incidental to such a camp.

Except for the quarrying on the Whiskey Jack selection, no active mining, processing or shipment of ore on or from the lands has occurred, mineral exploration has been limited and no mineral claims are in effect. No timber permits, leases or licences are in effect for the said lands and any timber removed has been for domestic use and shelter, except on the Whiskey Jack and Eight Mile Channel selections, where timber has been removed for commercial purposes. No commitments exist in respect to the existing forest resource on the said lands. No major wildfires have occurred within the **Compensation Lands** during the three (3) years preceding the **Date of this Agreement**. No hazardous wastes or deleterious substances, other than as outlined above, have been authorized to be disposed of, stored or placed on the lands by **Manitoba**, and no evidence is available to **Manitoba** to suggest that such storage or placement exists up to the **Date of this Agreement**. No part of the **Compensation Lands** has, to the knowledge of **Manitoba**, been selected by any other band or First Nation to fulfill any land claim entitlement.

3.5.2 Warranty. **Norway House Cree Nation** warrants that:

- (a) it has, with professional and technical advice of its own choosing, selected and accepted the **Compensation Lands** based on its familiarity with and traditional use of those lands;
- (b) the lands have been inspected on behalf of **Norway House Cree Nation** by persons designated by **Chief and Council** and found acceptable; and
- (c) **Chief and Council** has caused inquiries to be made among **Norway House Cree Nation** resource harvesters and elders as to any environmental conditions within their knowledge which might render the lands unacceptable to **Norway House Cree Nation** as **Reserve Lands**, and no such conditions have been found.

3.5.3 Environmental Conditions. If an environmental condition is discovered on or



in the **Compensation Lands** prior to the acceptance by **Canada** of transfer of administration and control of the lands under Article 3.4.3, which environmental condition was not created by **Norway House Cree Nation** or by the sufferance, connivance, abetment or willful allowance of **Norway House Cree Nation**, and **Chief and Council** provides an environmental report or like evidence alleging that the environmental condition does not meet acceptable environmental standards, **Chief and Council** on behalf of **Norway House Cree Nation** may give notice to **Manitoba** and **Canada** that **Norway House Cree Nation** rejects the portion of **Compensation Lands** so damaged or injuriously affected by the condition.

3.5.4            Response by **Manitoba**.            Upon receipt of notice of rejection by **Chief and Council** on behalf of **Norway House Cree Nation** under Article 3.5.3, or **Canada** under Article 3.5.13, **Manitoba** shall, within sixty (60) days, or so soon thereafter as is reasonably possible having regard to field conditions, do one of the following:

- (a)        reject, with written reasons, the environmental report or other like evidence of **Norway House Cree Nation** under Article 3.5.3, or the notice from **Canada** under Article 3.5.13; or
- (b)        commission an environmental study of the rejected land to determine:
  - (i)        if the environmental condition exists as alleged, or
  - (ii)       if the environmental condition exists, whether such condition falls within acceptable environmental standards,
 and upon receipt of the environmental study, **Manitoba** may reject the notice of rejection of **Chief and Council** on behalf of **Norway House Cree Nation** under Article 3.5.3 or **Canada** under Article 3.5.13; or
- (c)        accept the rejection by **Chief and Council** on behalf of **Norway House Cree Nation**, or **Canada** and advise whether it elects to:
  - (i)        promptly remedy the environmental condition at **Manitoba's** expense, or
  - (ii)       provide alternate replacement lands, which are of comparable size and

quality to replace that which is damaged or injuriously affected by the environmental condition; or

- (d) reject the notice on the basis that, under Article 3.5.3, **Norway House Cree Nation** is responsible for the environmental condition.

3.5.5 **Norway House Cree Nation Responsibilities.** Where under Article 3.5.3, **Norway House Cree Nation** is responsible for an environmental condition on any parcel of **Compensation Lands** which fails to meet acceptable environmental standards, **Chief and Council** on behalf of **Norway House Cree Nation** may, within twelve (12) months of such determination, or such longer time as **Manitoba** may accept or the **Arbitrator** may by order allow:

- (a) at **Norway House Cree Nation's** expense remedy the environmental condition;
- (b) request that **Manitoba** provide alternate **Compensation Lands**, and **Manitoba** may, but will be under no obligation to, provide such alternate **Compensation Lands**, but if it agrees to do so, Articles 3.5.7, 3.5.12, 3.5.13 and 3.6.1 will apply; or
- (c) have the affected lands transferred to the **Land Corporation**, if the **Corporate Trustee** agrees, or otherwise to a corporation wholly owned and controlled by **Norway House Cree Nation**, in fee simple title, in which event the relevant provisions of Article 4 will apply *mutatis mutandis*.

If **Chief and Council** on behalf of **Norway House Cree Nation** decides not to remedy the environmental condition as provided in Article 3.5.5(a), the parcel of land or the portion severed under Article 3.5.15 shall cease to be **Compensation Lands**.

3.5.6 **Study.** Where **Manitoba** elects to proceed under Article 3.5.4 (b) it shall commission the study promptly and see to the completion of the study on a timely basis; and, within sixty (60) days following receipt of its report, it shall provide **Norway House Cree Nation** and **Canada** with a copy and advise if it accepts the rejection under Article 3.5.3 or 3.5.13 and, if applicable, its option under Article 3.5.4(c)(i) or (ii), or that it rejects the notice under Article 3.5.4(b) or (d).

3.5.7 Opt to Negotiate. Where **Manitoba** opts to proceed under Article 3.5.4(c)(ii) or Article 3.5.9(b)(ii), it will negotiate with **Chief and Council** on behalf of **Norway House Cree Nation** to identify the replacement land. Such negotiation shall recognize and be consistent with any fiduciary duties of **Canada** existing in relation to such matters.

3.5.8 Fundamental Change. If a change occurs to the condition of any parcel of the **Compensation Lands** after the **Date of this Agreement**, but prior to the acceptance of the transfer of administration and control of the land by **Canada** under Article 3.4.3, which was not created by **Norway House Cree Nation** and which **Chief and Council** on behalf of **Norway House Cree Nation** alleges is a fundamental change rendering the land unfit for its use, **Chief and Council** shall notify **Manitoba** and **Canada** of the change and that it rejects such parcel of the **Compensation Lands**. The onus is on **Norway House Cree Nation** to prove that a change has occurred and that the change is a fundamental change.

3.5.9 Response by Manitoba. Upon receipt of notice of rejection under Article 3.5.8, **Manitoba** shall, within sixty (60) days or so soon thereafter as is reasonably possible having regard to field conditions, do one of the following:

- (a) advise **Norway House Cree Nation** that it takes the position that:
  - (i) no change has occurred, or
  - (ii) any change is not a fundamental change, or
  - (iii) **Norway House Cree Nation**, under Article 3.5.8, is responsible for the fundamental change; or
- (b) accept the rejection of the land and advise whether it elects to:
  - (i) correct the condition causing the fundamental change, or
  - (ii) provide alternate replacement lands, which are of comparable size and quality to replace that which was damaged or injuriously affected.

3.5.10 Arbitration. Without in any way limiting the generality of Article 11.2.2, where disputes arise as to:

- (a) the nature and extent of the environmental condition and its relation to acceptable standards under Articles 3.5.3 and 3.5.12;
- (b) the quantity of land damaged or injuriously affected by the environmental condition or fundamental change;
- (c) whether the environmental condition or fundamental change is attributable to **Norway House Cree Nation** under Article 3.5.3, Article 3.5.5 or Article 3.5.8;
- (d) the reasonableness of **Manitoba's** election under Article 3.5.4(c) or Article 3.5.9(b);
- (e) the promptness of any of **Manitoba's** actions under Article 3.5;
- (f) the appropriate size and quality of the alternate replacement lands provided pursuant to Article 3.5.4(c)(ii) or Article 3.5.9(b)(ii); or
- (g) whether a change has occurred to the land which is a fundamental change rendering the land unfit for the use of **Norway House Cree Nation** as contemplated in Article 3.5.8;

such dispute may be referred to arbitration under Article 11.4.

3.5.11 Continuation of **Manitoba's** Jurisdiction. **Manitoba's** jurisdiction over any parcel of **Compensation Lands** shall not change until transfer of administration and control of those lands is accepted by **Canada** under Article 3.4.3.

3.5.12 Acceptability. **Canada's** acceptance of the transfer of administration and control of the **Compensation Lands** under Article 3.4.3 shall be conditional upon the environmental condition of the land being satisfactory to **Canada**.

3.5.13 Rejection by **Canada**. Where **Canada** proposes to reject a parcel of the **Compensation Lands** on the grounds that **Canada** is not satisfied with the environmental condition

of any part of such parcel, **Canada** shall forthwith notify **Norway House Cree Nation** and **Manitoba**, and give its reasons for such rejection.

3.5.14            Negotiate Boundaries.    Where **Canada** has given notice under Article 3.5.13 and rejected a parcel of **Compensation Lands** under Article 3.5.12, **Canada**, **Manitoba** and **Chief and Council** on behalf of **Norway House Cree Nation** will immediately meet and endeavour to agree upon the boundaries of the portion of the parcel which is not acceptable to **Canada**.

3.5.15            Severance.            If the description of the affected parcel under Articles 3.5.12 and 3.5.13 can be agreed upon by **Canada**, **Manitoba** and **Chief and Council** on behalf of **Norway House Cree Nation** under Article 3.5.14, that portion shall be surveyed, severed from the balance and cease to be **Compensation Lands**, and administration and control of such balance of the **Compensation Lands** will be promptly accepted by **Canada**.

3.5.16            Alternative.            If under Article 3.5.12, **Canada** will not accept administration and control over the **Compensation Lands**, any parcel of **Compensation Lands** or any portion of a parcel of **Compensation Lands**, on the basis that the said lands fail to meet acceptable environmental standards, Article 3.5.4, and thereafter the provisions of Articles 3.5.5 to 3.5.10, both inclusive, shall apply.

3.5.17            Disputed Rejection.    Subject to the right to appeal, if the **Arbitrator** finds that the rejection of the **Compensation Lands**, any parcel of **Compensation Lands** or any portion of a parcel of **Compensation Lands** by **Chief and Council** on behalf of **Norway House Cree Nation**, under Articles 3.5.3 or 3.5.8 or **Canada**, under Article 3.5.12 was not warranted, the transfer of administration and control of the rejected lands shall no longer be delayed.

3.5.18            Cease to be Compensation Lands.    If at any time, in relation to a parcel of

**Compensation Lands:**

- (a) **Manitoba** provides replacement **Compensation Lands** for such parcel under Article 3.5.4(c)(ii) or Article 3.5.9(b)(ii); or
- (b) **Chief and Council** on behalf of **Norway House Cree Nation** elects to have such parcel transferred under Article 3.5.5(c);

then such parcel that is replaced or transferred ceases to be **Compensation Lands**.

3.5.19 No Delay. A dispute in relation to any portion of **Compensation Lands** under Article 3.5 shall not hinder or delay the transfer of administration and control to **Canada** of the portions not affected by the dispute and in such circumstance Article 3.4.5 shall apply.

3.5.20 Environmental Reports. The **Parties** shall, on a without prejudice basis, provide to each other copies of any environmental studies, reports and audits in their possession related to the **Compensation Lands** and shall continue to provide such reports to the date the land is set apart by **Canada** as **Reserve Lands**.

3.5.21 Surveys. Where any replacement lands are chosen under Articles 3.5.4 or 3.5.9:

- (a) legal surveys of the boundaries of such replacement **Compensation Lands**, and the boundaries of any exclusions required for public purposes will be completed by, and at the expense of, **Manitoba**; and
- (b) legal surveys of **Setback Lines** under Article 3.6.1 and any exclusions required by **Hydro** for purposes of the **Project** will be completed by, and at the expense of, **Hydro**;

to the satisfaction of the **Parties** and the Surveyor General of Canada.

### 3.6 PROTECTION OF WATER POWER

3.6.1 **Setback Line on Replacement Compensation Lands.** Where replacement **Compensation Lands**, which are or may be impacted by the **Project**, have been chosen and approved for disposition under The Water Power Act (Manitoba), **Hydro** shall determine a **Setback Line** based on the process and methodology employed for geotechnical studies pursuant to the Canada-Manitoba Northlands Agreement (1976-1981). The **Setback Line** shall reflect the margin of the effects of flooding, erosion, ice conditions, wind setup and wave up-rush on the land above the **Static Inundation Levels**. That portion of such replacement **Compensation Lands** lying below the **Setback Line** shall be deemed to be **Inundation Easement Lands** and **Canada** will grant an **Inundation Easement** in accordance with the terms of this **Agreement**.

3.6.2 **Legal Descriptions.** Where replacement **Compensation Lands** under Articles 3.5.4 and 3.5.9, and if applicable **Inundation Easement Lands** under Article 3.6.1, have been agreed upon, the legal description of the **Compensation Lands** and, if applicable, the **Inundation Easement Lands** in Article 3 and Schedules 3.1, 3.2, 3.3, 3.4, 3.7, 3.8 and 3.9 will be amended accordingly.

## SCHEDULE 3.1

### BOUNDARIES AND EXCLUSIONS - COMPENSATION LANDS

#### Whiskey Jack, Site 3.1

per approximate location shown on Plan 3.1 and the following description:

#### Boundary Description

##### Parcel A

- Commencing at the intersection of UTM 6° Grid Line 565550<sup>m</sup> E, and the **OHWM** of Playgreen Lake at approximate UTM 6° Grid Line 6028200<sup>m</sup> N, thence Northerly along said Grid Line 565550<sup>m</sup> E to the intersection with UTM 6° Grid Line 6029850<sup>m</sup> N, thence Northeasterly in a straight line to the intersection of UTM 6° Grid Lines 6032590<sup>m</sup> N and 567475<sup>m</sup> E, thence Northerly along said Grid Line 567475<sup>m</sup> E to the intersection with UTM 6° Grid Line 6033925<sup>m</sup> N, thence Northeasterly in a straight line to the intersection of UTM 6° Grid Lines 6034600<sup>m</sup> N, and 568300<sup>m</sup> E, thence Northerly along said Grid Line 568300<sup>m</sup> E to the intersection with UTM 6° Grid Line 6035101<sup>m</sup> N, thence Northwesterly in a straight line to the intersection of UTM 6° Grid Lines 6035320<sup>m</sup> N and 567346<sup>m</sup> E, thence Westerly in a straight line to the intersection of UTM 6° Grid Lines 6035550<sup>m</sup> N and 565250<sup>m</sup> E, thence Southerly in a straight line to the intersection with UTM 6° Grid Lines 6034247<sup>m</sup> N and 565202<sup>m</sup> E, thence Southwesterly in a straight line to the intersection with UTM 6° Grid Lines 6031650<sup>m</sup> N and 563350<sup>m</sup> E, thence Southerly along said Grid Line 563350<sup>m</sup> E to the first intersection with the **OHWM** of the West Channel of the Nelson River at approximate UTM 6° Grid Line 6030575<sup>m</sup> N, thence Easterly along the last said **OHWM** to the **OHWM** of Kiskittogisu Lake, thence Northerly along the last mentioned **OHWM** to the Eastern limit of Public Road Plan No. 7053 PLTO (N. Div.), thence Northerly along the said Eastern limit to its most Northerly intersection with the said **OHWM** of Kiskittogisu Lake, thence Northerly, Easterly, and Southerly along the last mentioned **OHWM** to the **OHWM** of Playgreen Lake, thence Southerly and Northerly along the last mentioned **OHWM** to the point of commencement.

#### Exclusions

Firstly, lands excluded for public purposes as shown in Schedule 3.3.

Secondly, Parcel A Plan No. 5741 PLTO (N. Div.).

Thirdly, Public Road Plan No. 7004 PLTO (N. Div.).

Fourthly, Public Road and Public Works Parcel 3 Plan No. 7053 PLTO (N. Div.).

Fifthly, Public Road Plan No. 7176 PLTO (N. Div.).

Sixthly, the lands shown as Boom Area on Manitoba Hydro Drawing No.06303-B-12183.

#### Parcel B

- That portion of Public Road Plan No. 7053 PLTO (N. Div.) to be closed as shown on Plan 3.1A.

#### Paimusk Creek, Site 3.2

per approximate location shown on Plan 3.2 and the following description:



Boundary Description

- Bounded on the Northeast by a straight line drawn in a Southeasterly direction at a UTM 6° Grid Bearing of 116° from the intersection of UTM 6° Grid Line 606000<sup>m</sup> E and UTM 6° Grid Line 6010500<sup>m</sup> N; on the Southwest by a line drawn South of and perpendicularly distant 1600 metres from the above described Northeastern limit; on the Northwest by a straight line drawn Southwesterly at right angles to the said Northeastern limit from the said intersection of UTM 6° Grid Lines 606000<sup>m</sup> E and 6010500<sup>m</sup> N.; on the Southeast by a line drawn East of and perpendicularly distant 3700 metres from the previously described Northwestern limit.

Exclusions

The Bed of Paimusk Creek.

**Baker Lake, Site 3.3**

per approximate location shown on Plan 3.3 and the following description:

Boundary Description

- Commencing at the intersection of UTM 6° Grid Line 5971650<sup>m</sup> N with the **OHWM** of the Western limit of Baker Lake, thence Southerly along said **OHWM** to the intersection with UTM 6° Grid Line 5968302<sup>m</sup> N, thence Westerly along the last mentioned Grid Line to the intersection with the **OHWM** of the Eastern limit of Russell Lake, thence Northerly along the last mentioned **OHWM** and the **OHWM** of the Eastern limit of the small creek flowing out of Russell Lake to the intersection with the Northern limit of Tp. 56 - 12 WPM, thence Easterly along the said Northern limit to the Western limit of Plan of Public Road No. 6148 PLTO (N. Div.), thence Northerly along the last mentioned Western limit to the intersection with UTM 6° Grid Line 5971650<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the point of commencement.

Exclusions

Firstly, exclusions for public purposes as shown in Schedule 3.3.

Secondly, Public Road Plan No. 6098 and 6148 PLTO (N. Div.)

Thirdly, Parcel A Plan No. 5728 PLTO (N. Div.).

Fourthly, Transmission Line Plan No. 5728 and 5839 PLTO (N. Div.).

Fifthly, Parcel A Plan No. 2492 PLTO.

Sixthly, a 300 metre transmission line Right-of-Way in the location described on Manitoba Hydro Dwg. No. 06303-A-11978.

**Playgreen Point, Site 3.4**

per approximate location shown on Plan 3.4 and the following description:

Description

- All those portions of unsurveyed Township 56-4 W.P.M. contained within the limits of a Plan of Survey prepared by Gerald Samuel Hawryluk, of The City of Winnipeg, Manitoba Land Surveyor, and sworn to by him on the 19th day of April 1993 (WLTO Deposit No. 461/93).

### Spider Lake, Site 3.5

per approximate location shown on Plan 3.5 and the following description:

#### Boundary Description

##### Parcel A

- Commencing at the intersection of UTM 6° Grid Line 5928520<sup>m</sup> N and the Eastern **OHWM** of Lake Winnipeg, thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 588000<sup>m</sup>E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 5925620<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 590700<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 5923400<sup>m</sup> N, thence Westerly along the last mentioned Grid Line to the **OHWM** of Lake Winnipeg, thence Northerly along said **OHWM** to the point of commencement.

#### Exclusions

Firstly, any beds of bodies of water intersecting the limits of the described parcel.

Secondly, Parcel A, Plan No. 30960 PLTO.

Thirdly, the Bed of the Belanger River.

Fourthly, the Bed of Spider Lake.

##### Parcel B

Parcel A, Plan No. 30960 PLTO.

### Eight Mile Channel, Site 3.6

per approximate location shown on Plan 3.6 and the following description:

#### Boundary Description

##### Parcel A

- Bounded on the Northwest by a straight line drawn Southwesterly at a UTM 6° Grid Bearing of 220° 30' and passing through the intersection of UTM 6° Grid Lines 5988000<sup>m</sup> N and 547000<sup>m</sup> E; on the Southeast and the Northeast by the Western **OHWM** of Playgreen Lake; on the Southwest by a straight line drawn Southeasterly at a UTM 6° Grid Bearing of 118° 30' from a point on the above described Northwestern limit, distant Northerly thereon 100 metres from the **OHWM** of the Northern limit of Eight Mile Channel and that the Southwestern limit of the described parcel lie at any point throughout its length not less than 100 metres perpendicularly distant from the **OHWM** of the Northeastern limit of Eight Mile Channel.

##### Parcel B

- Bounded on the Northwest by a straight line drawn Southwesterly at a UTM 6° Grid Bearing of 213° 30' and passing through the intersection of UTM 6° Grid Lines 5986000<sup>m</sup> N and 545478<sup>m</sup> E; on the Southeast by the Western **OHWM** of Playgreen Lake; on the Southwest by a straight line drawn

Southeasterly at a right angle to the above described Northwestern limit from a point on the said Northwestern limit, and distant Southeasterly thereon 2770 metres from the **OHWM** of the Southwestern limit of Eight Mile Channel; on the Northeast by a straight line drawn Southeasterly at a UTM 6° Grid Bearing of 118° 30' from a point on the above described Northwestern limit, distant Southwesterly thereon 100 metres from the **OHWM** of the Southwestern limit of Eight Mile Channel and that the Northeastern limit of the described Parcel be at any point throughout its length not less than 100 metres perpendicularly distant from the **OHWM** of the Southwestern limit of Eight Mile Channel.

### **Little Bolton Lake, Site 3.7**

per approximate location shown on Plan 3.7 and the following description:

#### Description

- Parcel A, Plan No. 30191 PLTO in unsurveyed Township 60 Range 8 and 9 E.P.M.

### **Reserve Extension, Site 3.8**

per approximate location shown on Plan 3.8 and the following description:

#### Boundary Description

##### Parcel A

- Commencing at the Eastern **OHWM** of the East Channel of the Nelson River and UTM 6° Grid Line 6015115<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 595000<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6011650<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 601300<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6008500<sup>m</sup> N, thence Westerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 594500<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6006000<sup>m</sup> N, thence Southwesterly in a straight line to the intersection of UTM 6° Grid Line 587600<sup>m</sup> E and UTM 6° Grid Line 5993165<sup>m</sup> N, thence Westerly along the last mentioned Grid Line to the Eastern limit of Plan No. 5233 PLTO (N. Div.) (I.R. 17), thence Northerly, Easterly, and Westerly along the boundaries of said Plan No. 5233 PLTO (N. Div.) (I.R. 17) to the Eastern **OHWM** of the East Channel of the Nelson River, thence Northerly along the said **OHWM** to the point of commencement, including Parcels A, B, C, D, E, F and G, Plan No. 27561 PLTO.

#### Exclusions

Firstly, exclusions for public purposes as shown in Schedule 3.3.

Secondly, Public Road Plan No. 6521 PLTO (N. Div.).

Thirdly, Public Road Plan Nos. 6993, 7005, PLTO (N. Div.).

Fourthly, that portion of Public Road Plan 7051 PLTO (N. Div.) shown on Plan 3.8A

Fifthly, Public Road Plan Nos. 25635 & 27561 PLTO.

Sixthly, Parcels A,B,C,D and E Plan No. 7307 PLTO (N. Div.).

Seventhly, the Bed of Pine Creek.

Eighthly, the Bed of Paimusk Creek.

Parcel B

- Commencing at the intersection of the Western **OHWM** of the East Channel of the Nelson River and UTM 6° Grid Line 585600<sup>m</sup> E, thence Northerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6006145<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 587900<sup>m</sup> E, thence Northerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6012300<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the Western limit of Plan No. 7040 PLTO (N. Div.) (I.R. 17A), thence Southerly along said Western limit of Plan No. 7040 PLTO (N. Div.) (I.R. 17A) and its production, to the Western **OHWM** of the East Channel of the Nelson River, thence Southerly along said **OHWM** to the point of commencement.

Exclusions

The Bed of an unnamed creek traversing the parcel.

Parcel C

- Commencing at the intersection of the production Southeasterly of the most Northeastern limit of Plan No. 7040 PLTO (N. Div.) (I.R. 17A) and the Western **OHWM** of the East Channel of the Nelson River, thence Northerly along the said **OHWM** to the intersection with UTM 6° Grid Line 6015115<sup>m</sup> N, thence Westerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 592230<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6012470<sup>m</sup> N, thence Westerly along the last mentioned Grid Line to the said Northeastern limit of Plan No. 7040 PLTO (N. Div.) (I.R. 17A), thence Southeasterly along the said Northeastern limit of Plan No. 7040 PLTO (N. Div.) (I.R. 17A) and its production to the said Western **OHWM** of the East Channel of the Nelson River.

Parcel D

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 590500<sup>m</sup>E and UTM 6° Grid Line 6008400<sup>m</sup> N.

Parcel E

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 589500<sup>m</sup> E and UTM 6° Grid Line 6007000<sup>m</sup> N.

Parcel F

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 587500<sup>m</sup> E and UTM 6° Grid Line 6003000<sup>m</sup> N.

Parcel G

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 586700<sup>m</sup> E and UTM 6° Grid Line 5999500<sup>m</sup> N.

Parcel H

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 586000<sup>m</sup> E and UTM 6° Grid Line 5997500<sup>m</sup> N.

Parcel I

- The islands in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 584800<sup>m</sup> E and 5996700<sup>m</sup> N, and UTM 6° Grid Line 585600<sup>m</sup> E and UTM 6° Grid Line 5997300<sup>m</sup> N.

Parcel J

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 584800<sup>m</sup> E and UTM 6° Grid Line 5995900<sup>m</sup> N.

Parcel K

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 584200<sup>m</sup> E and UTM 6° Grid Line 5995650<sup>m</sup> N.

Parcel L

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 583000<sup>m</sup> E and UTM 6° Grid Line 5994750<sup>m</sup> N.

Parcel M

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 581400<sup>m</sup> E and UTM 6° Grid Line 5992000<sup>m</sup> N.

Parcel N

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 580600<sup>m</sup> E and UTM 6° Grid Line 5992000<sup>m</sup> N.

**Molson Lake - Site 3.9**

per approximate location shown on Plan 3.9 and the following description:

Boundary DescriptionParcel A

- Commencing at the most Westerly **OHWM** of Molson Lake and the intersection of UTM 6° Grid Line 6013065<sup>m</sup> N, thence Westerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 618500<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6010500<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the Northern **OHWM** of the Keepeewiskawakun River, thence Northerly and Easterly along the last mentioned **OHWM** to the **OHWM** of Molson Lake thence Northerly and Westerly along the **OHWM** of Molson Lake to the point of commencement.

Exclusions

Firstly, the Bed of Paimusk Creek,

Secondly, Parcel A Plan No. 29983 PLTO.

Parcel B

- Commencing at the intersection of the Southern **OHWM** of the Keepeewiskawakun River and UTM 6° Grid Line 6010500<sup>m</sup> N thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 624000<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6008500<sup>m</sup> N, thence Southeasterly in a straight line to the intersection of UTM 6° Grid Line 6008000<sup>m</sup> N and UTM 6° Grid Line 625000<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6004700<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the intersection with the most Western limit of Parcel A Plan No. 29984 PLTO, thence Southerly along the said Western limit and its production to the intersection with UTM 6° Grid Line 6003500<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 639000<sup>m</sup> E, thence Southeasterly in a straight line to the intersection of UTM 6° Grid Line 6002500<sup>m</sup> N and UTM 6° Grid Line 640000<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6000000<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 645500<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 5998500<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 649500<sup>m</sup> E, thence Northeasterly in a straight line to the intersection of UTM 6° Grid Line 6006500<sup>m</sup> N and UTM 6° Grid Line 661500<sup>m</sup> E, thence Northerly along the last mentioned Grid Line to the first intersection of the Southern **OHWM** of Molson Lake, thence Westerly along the said **OHWM** of Molson Lake to the Southern limit of the Keepeewiskawakun River, thence Westerly along the Southern limit of the Keepeewiskawakun River to the point of commencement.

Exclusions

Firstly, the Bed of the Molson River

Secondly, Parcels A, B & C, Plan No. 29984 PLTO.

Thirdly, Parcel B, Plan No. 29983 PLTO.

Fourthly, Parcel A, Plan No. 29986 PLTO.

Fifthly, Parcel A, Plan No. 29985 PLTO.

Parcel C

- The island in Molson Lake at the intersection of UTM 6° Grid Line 626300<sup>m</sup> E and UTM 6° Grid Line 6010600<sup>m</sup> N as same is shown as Parcel C, Plan No. 29983 PLTO.

Parcel D

- The island in Molson Lake at the intersection of UTM 6° Grid Line 626300<sup>m</sup> E and UTM 6° Grid Line 6009700<sup>m</sup> N as same is shown as Parcel D, Plan No. 29983 PLTO.

Parcel E

- The island in Molson Lake at the intersection of UTM 6° Grid Line 632600<sup>m</sup> E and UTM 6° Grid Line 6006450<sup>m</sup> N .

Parcel F

- The island in Molson Lake at the intersection of UTM 6° Grid Line 632700<sup>m</sup> E and UTM 6° Grid Line 6007100<sup>m</sup> N.

Parcel G

- The island in Molson Lake at the intersection of UTM 6° Grid Line 655500<sup>m</sup> E and UTM 6° Grid Line 6005250<sup>m</sup> N as same is shown as Parcel A, Plan No. 29987 PLTO.

Parcel H

- The island in Molson Lake at the intersection of UTM 6° Grid Line 655750<sup>m</sup> E and UTM 6° Grid Line 6005800<sup>m</sup> N.

Parcel I

- The island in Molson Lake at the intersection of UTM 6° Grid Line 656650<sup>m</sup> E and UTM 6° Grid Line 6005300<sup>m</sup> N as same is shown as Parcel B, Plan No. 29987 PLTO.

Parcel J

- The island in Molson Lake at the intersection of UTM 6° Grid Line 657000<sup>m</sup> E and UTM 6° Grid Line 6006150<sup>m</sup> N as same is shown as Parcel C, Plan No. 29987 PLTO.

Parcel K

- The island in Molson Lake at the intersection of UTM 6° Grid Line 658000<sup>m</sup> E and UTM 6° Grid Line 6007050<sup>m</sup> N as same is shown as Parcel D, Plan No. 29987 PLTO.

Parcel L

Parcels A & B, Plan No. 29983 PLTO  
Parcels A , B and C, Plan No. 29984 PLTO  
Parcel A, Plan No. 29985 PLTO  
Parcel A, Plan No. 29986 PLTO

**Molson Lake Point - Site 3.10**

per approximate location shown on Plan 3.10 and the following description:

Boundary Description

Parcel A

- Commencing at the intersection of UTM 6° Grid Line 662110<sup>m</sup> E and the Southern **OHWM** of Molson Lake at approximate UTM 6° Grid Line 6009320<sup>m</sup> N, thence Southerly along said Grid Line 662110<sup>m</sup>

E to the Northern **OHWM** of Kaweepapiskawakamak Bay on Molson Lake, thence Westerly, Northerly, Southerly and Easterly along said **OHWM** of Molson Lake to the point of commencement.

Exclusions

Parcel A, Plan No. 29988 PLTO.

Parcel B

- Parcel A, Plan No. 29988 PLTO..

**Molson Lake Beach - Site 3.11**

per approximate location shown on Plan 3.11 and the following description:

Boundary Description

Parcel A

- Commencing at the intersection of UTM 6° Grid Line 654700<sup>m</sup> E and the **OHWM** of Molson Lake located at approximate UTM 6° Grid Line 6016820<sup>m</sup> N, thence Southerly along the said Grid Line 654700<sup>m</sup> E to the first intersection with the **OHWM** of Molson Lake, thence Westerly, Northerly and Easterly along said **OHWM** to the point of commencement.

Exclusions

- Parcels A & B, Plan No. 29989 PLTO.

Parcel B

- Parcels A & B, Plan No. 29989 PLTO.

List of Plans

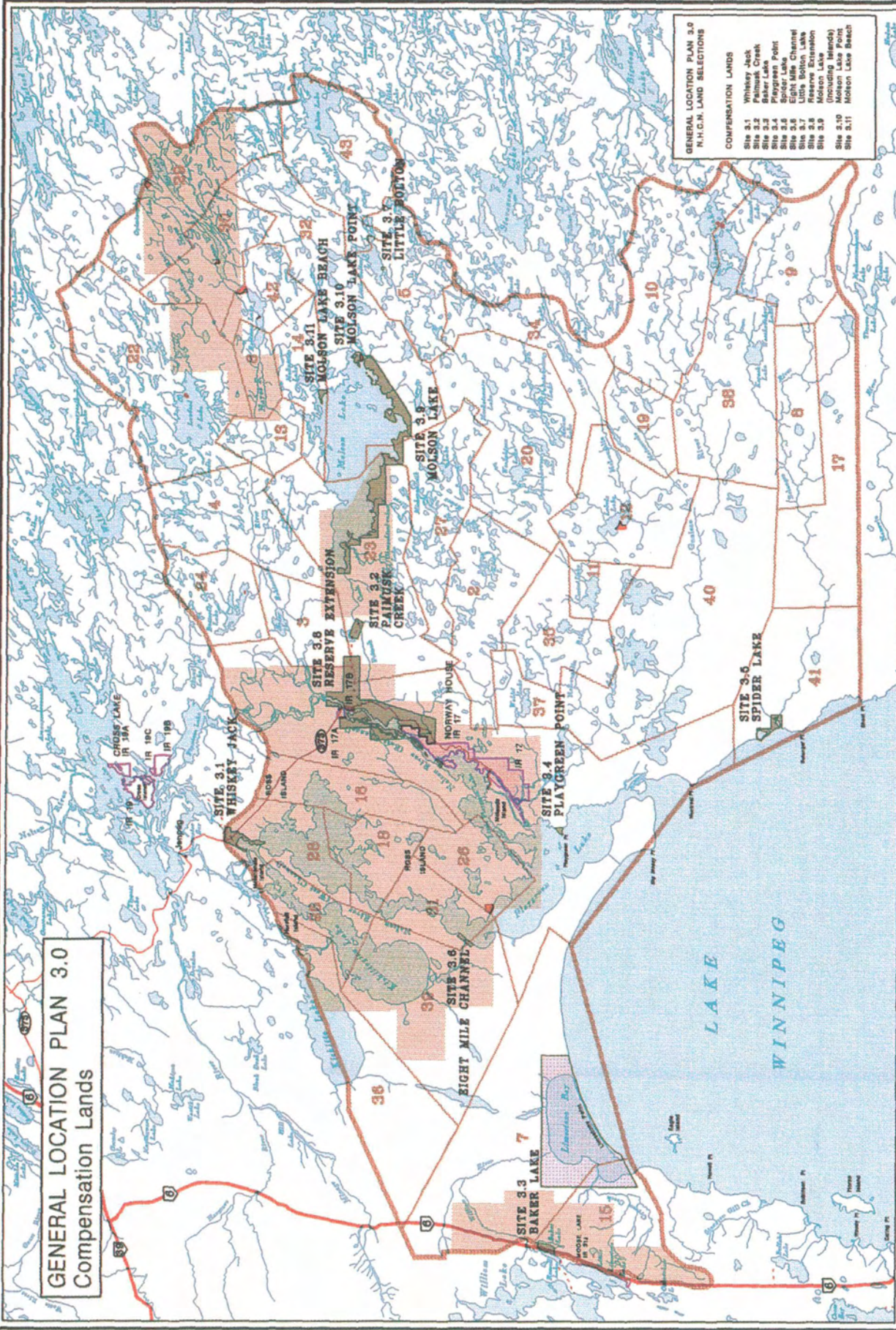
Plan No.	Description	
3.0	General Location Plan	<b>Compensation Lands</b>
3.1	Site 3.1	Whiskey Jack
3.2	Site 3.2	Paimusk Creek
3.3	Site 3.3	Baker Lake
3.4	Site 3.4	Playgreen Point
3.5	Site 3.5	Spider Lake
3.6	Site 3.6	Eight Mile Channel
3.7	Site 3.7	Little Bolton Lake
3.8	Site 3.8	Reserve Extension
3.9	Site 3.9	Molson Lake
3.10	Site 3.10	Molson Lake Point
3.11	Site 3.11	Molson Lake Beach

06303-B-12183  
06303-A-11978

Manitoba Hydro, (Ice Boom Area)  
Manitoba Hydro, (Baker Lake Transmission Lines)



**GENERAL LOCATION PLAN 3.0**  
Compensation Lands



**GENERAL LOCATION PLAN 3.0**  
N.H.C.M. LAND SELECTIONS

**COMPENSATION LANDS**

Site 3.1	Whiskey Jack
Site 3.2	Reserve Extension
Site 3.3	Baker Lake
Site 3.4	Playgreen Point
Site 3.5	Spider Lake
Site 3.6	Eight Mile Channel
Site 3.7	Little Botton
Site 3.8	Reserve Extension
Site 3.9	Molson Lake
Site 3.10	Molson Lake Point
Site 3.11	Molson Lake Beach

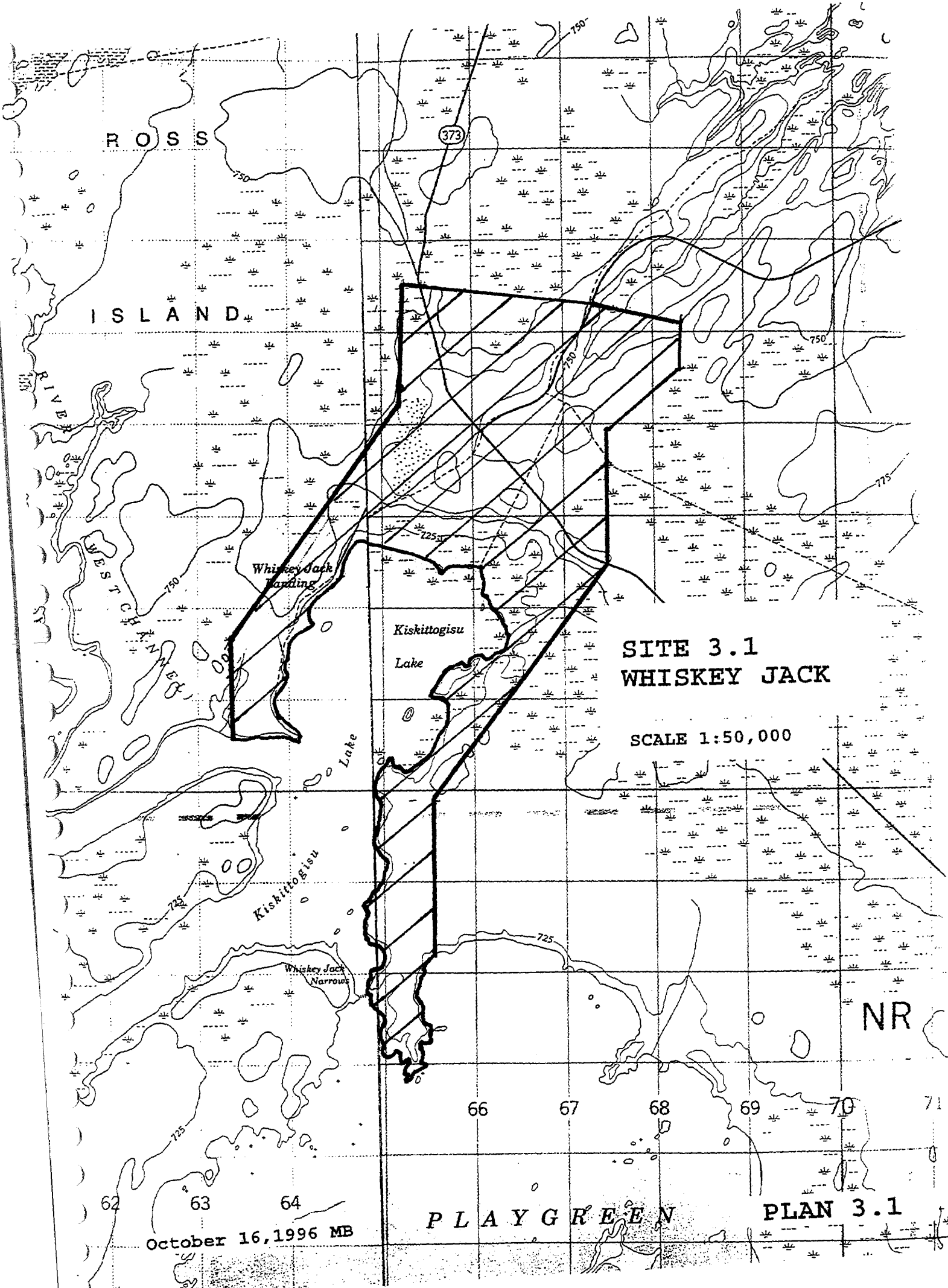
**NORWAY HOUSE CREE NATION**

January 8, 1997

**Legend:**

- Hold Areas
- Compensation Lands
- Planning Area
- Permit/Fee Simple Lands
- Registered Trap Lines
- Existing Reserve Lands
- Provincial Trunk Highways
- Provincial Roads
- Other Roads

**LINNET Geomatics**  
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ROSS

ISLAND

373

WEST CHANNEL

Whiskey Jack Landing

Kiskittogisu

Lake

SITE 3.1  
WHISKEY JACK

SCALE 1:50,000

Kiskittogisu

Lake

Whiskey Jack Narrows

NR

66

67

68

69

70

71

62

63

64

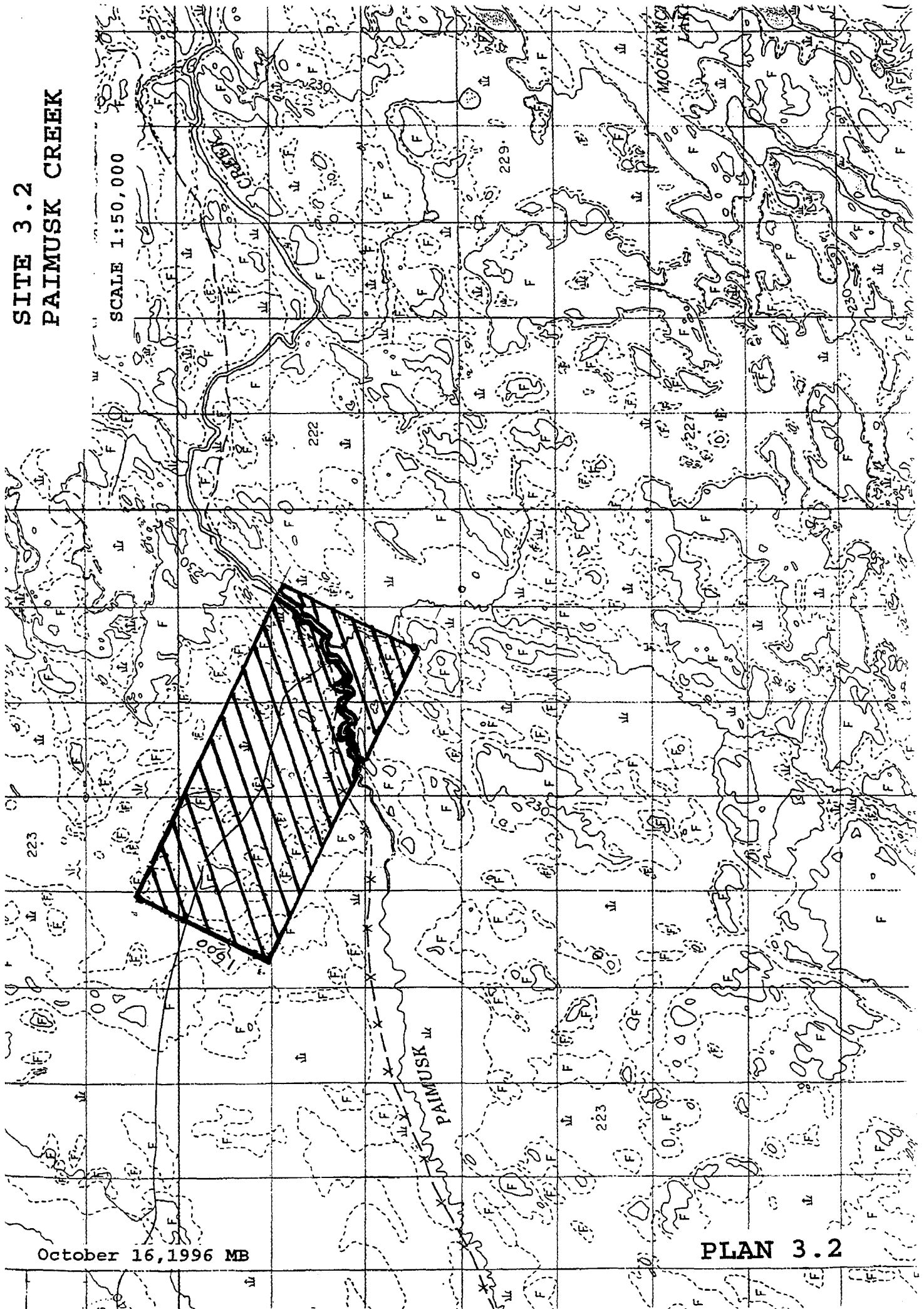
October 16, 1996 MB

PLAYGREEN

PLAN 3.1

**SITE 3.2  
PAIMUSK CREEK**

SCALE 1:50,000

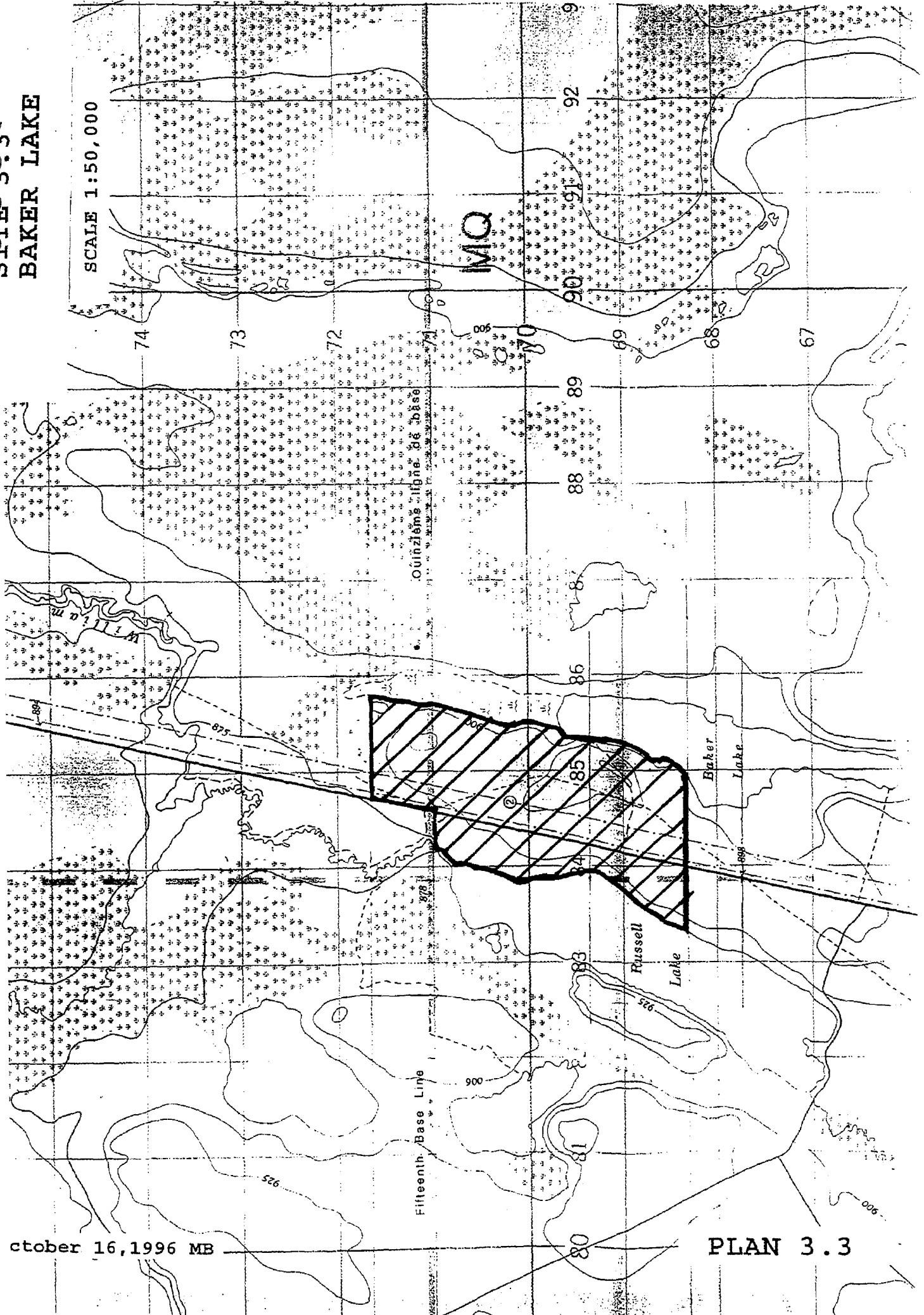


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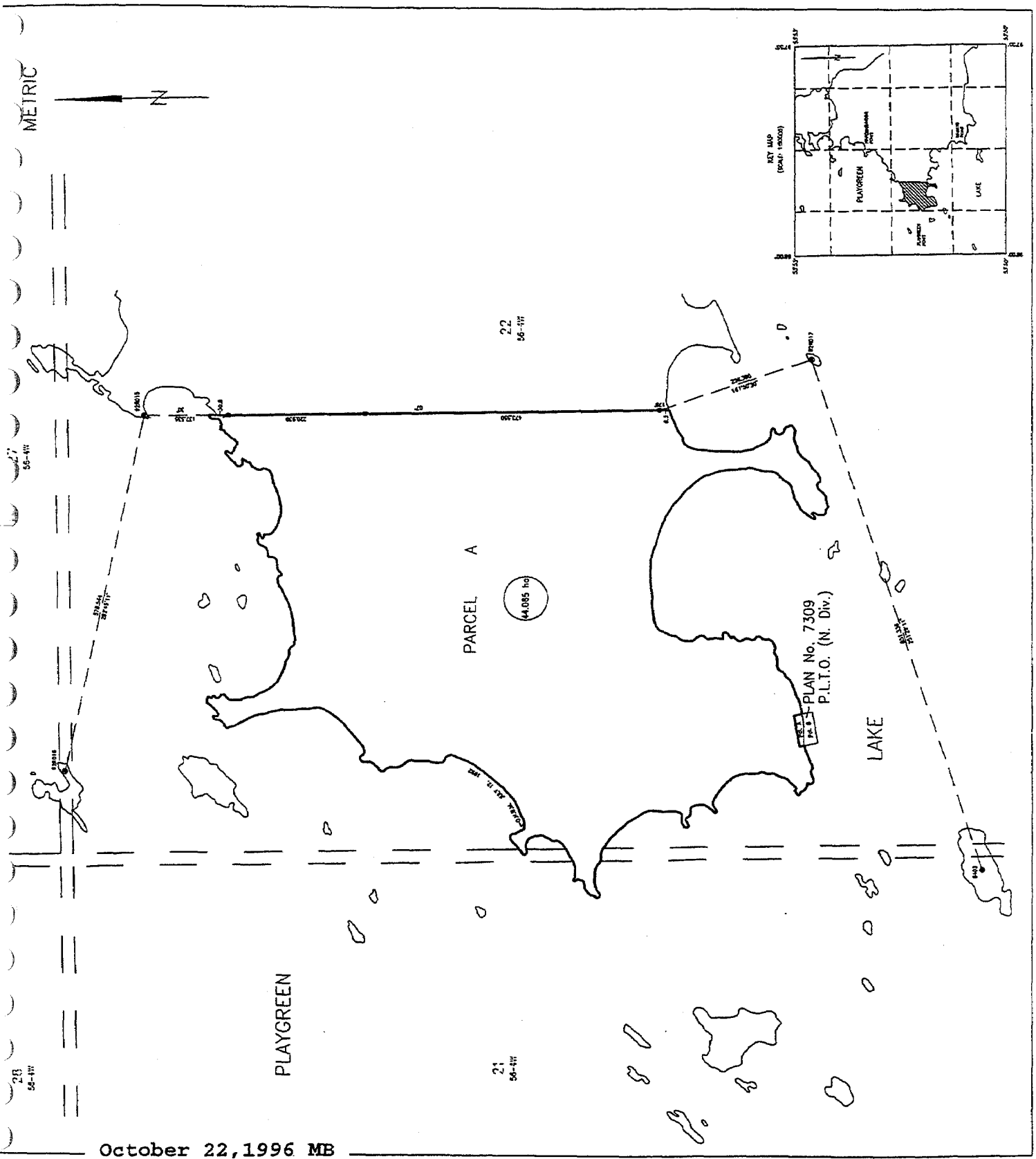
**PLAN 3.2**

SITE 3.3  
BAKER LAKE

SCALE 1:50,000

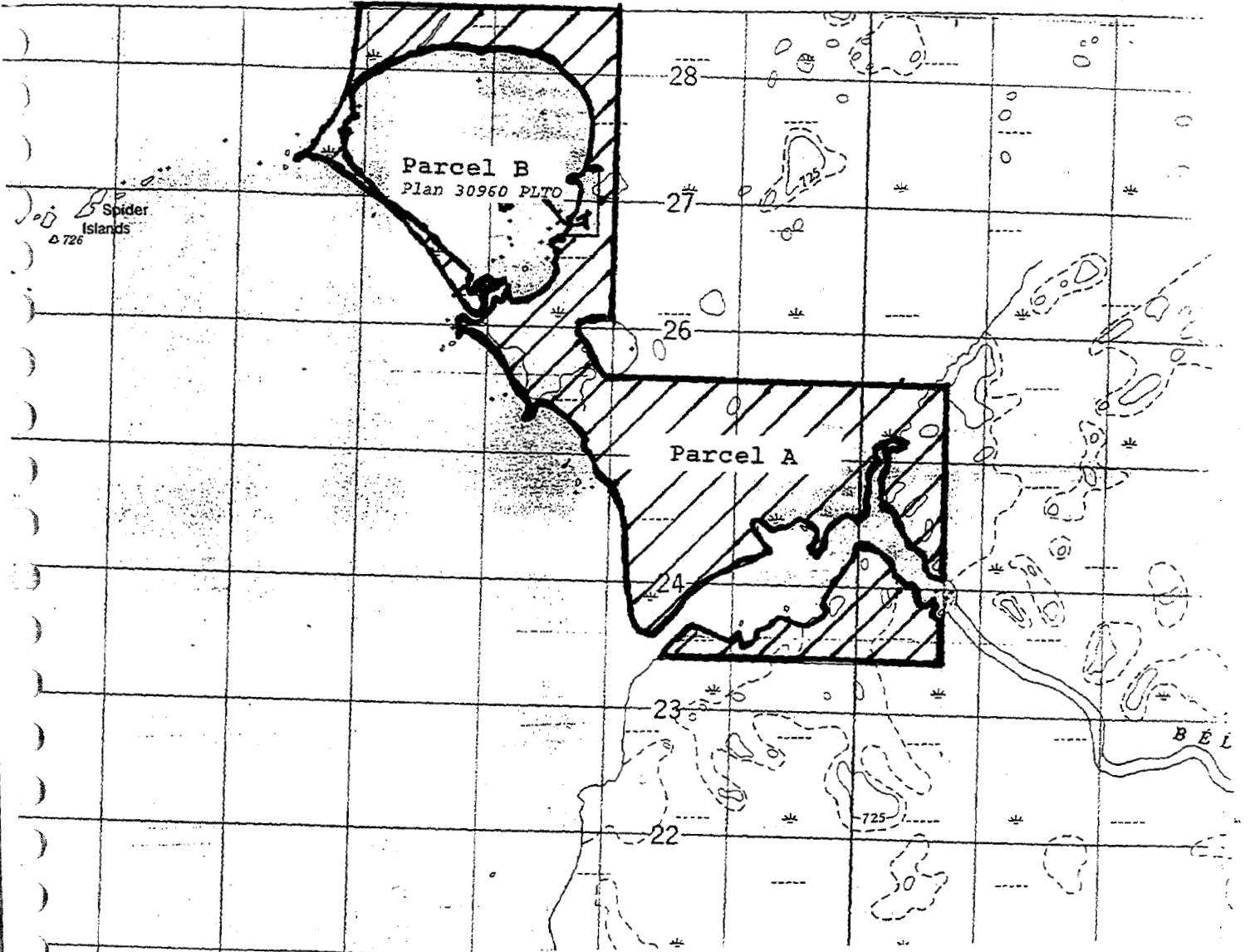


# SITE 3.4 PLAYGREEN POINT



October 22, 1996 MB

PLAN 3.4



**SITE 3.5  
SPIDER LAKE**

SCALE 1:50,000

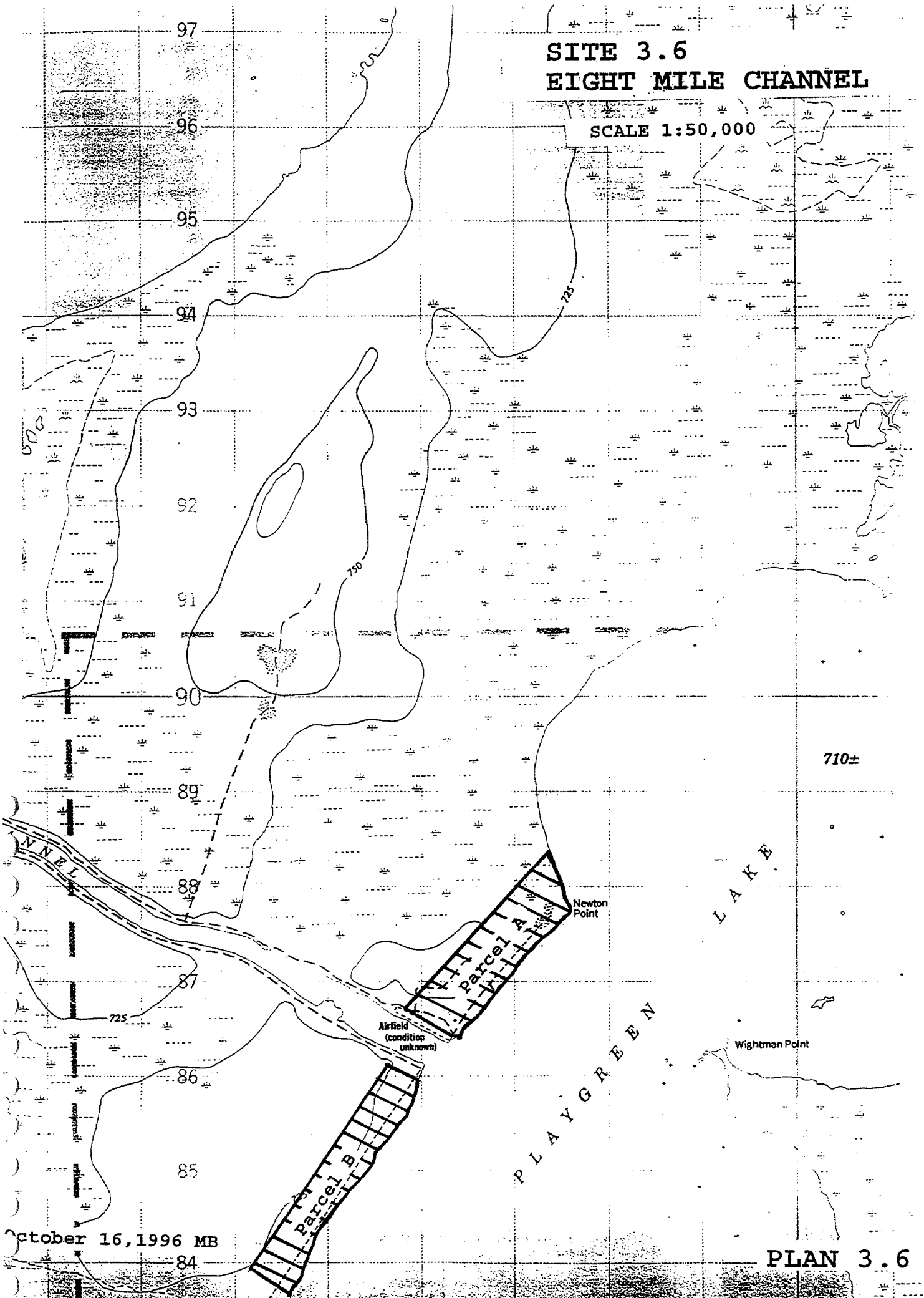
Bélanger  
Point  
▲717

October 16, 1996 MB

**PLAN 3.5**

# SITE 3.6 EIGHT MILE CHANNEL

SCALE 1:50,000

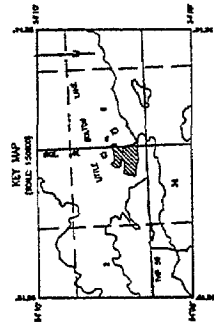
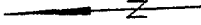


October 16, 1996 MB

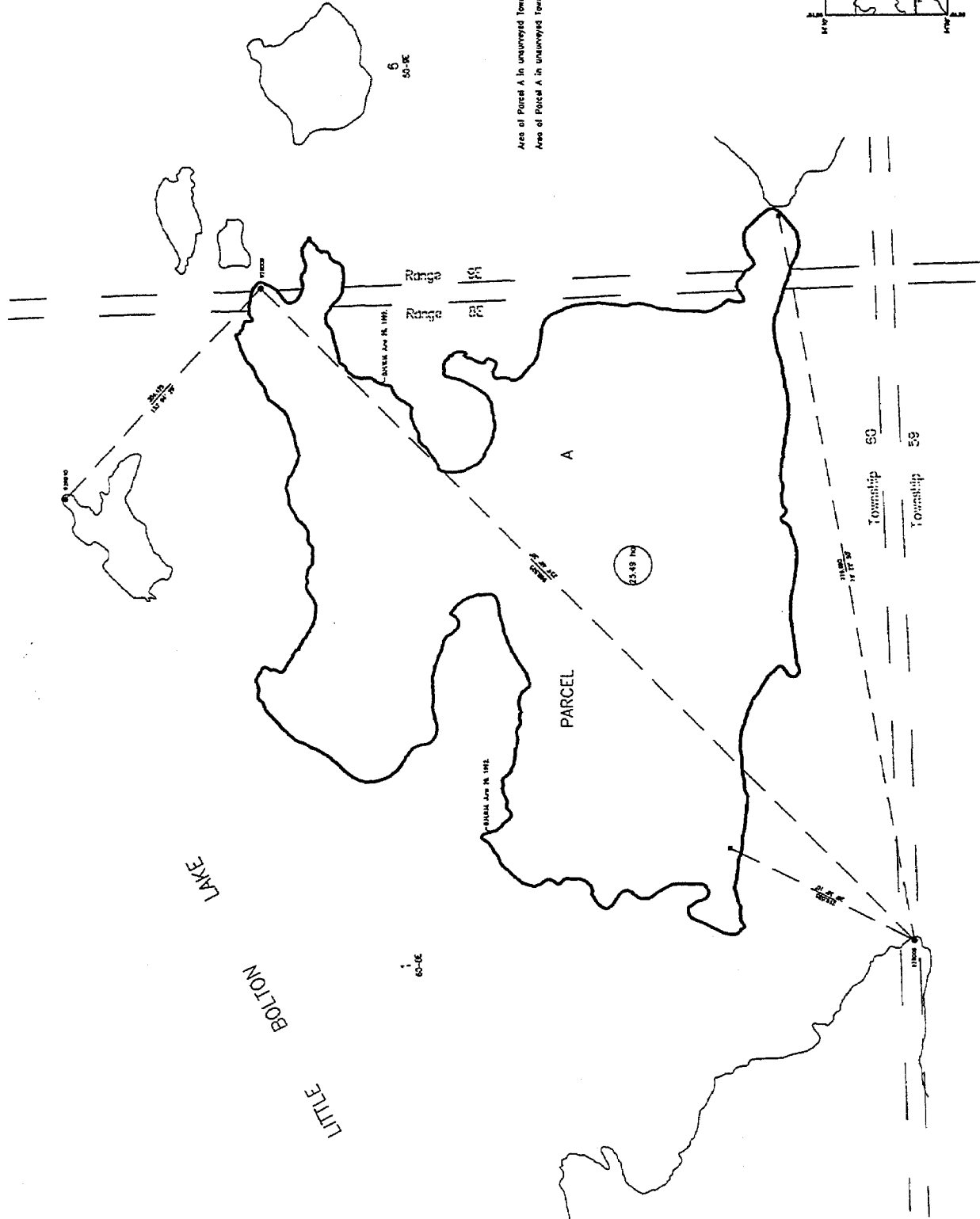
PLAN 3.6

# SITE 3.7 LITTLE BOLTON LAKE

METRIC



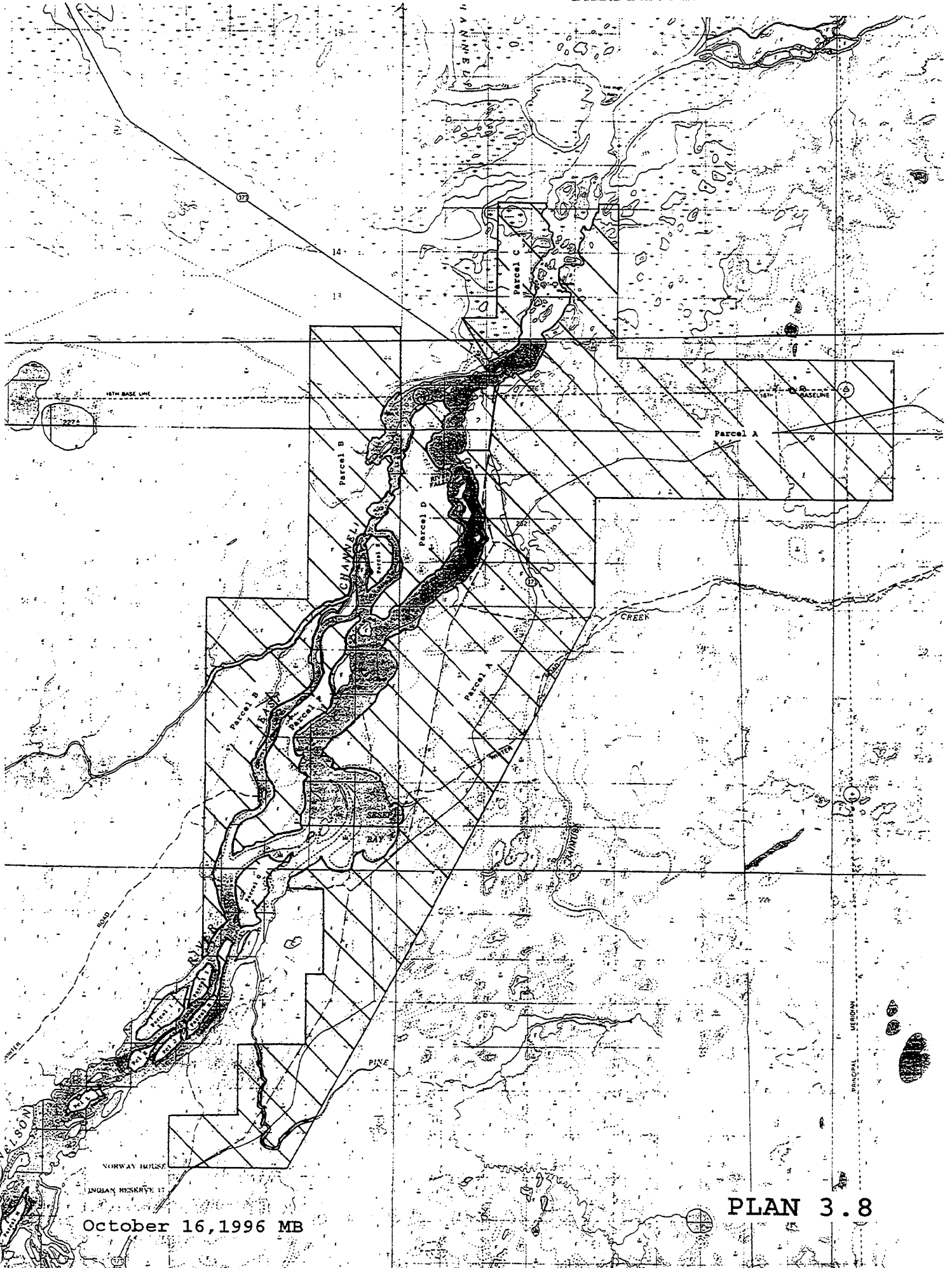
Area of Parcel A in unsurveyed Township 60 Range 9E = 23.78 ha  
 Area of Parcel A in unsurveyed Township 60 Range 9E = 23.71 ha  
 Total = 23.49 ha



SCALE AND MAPS IN 1:2000



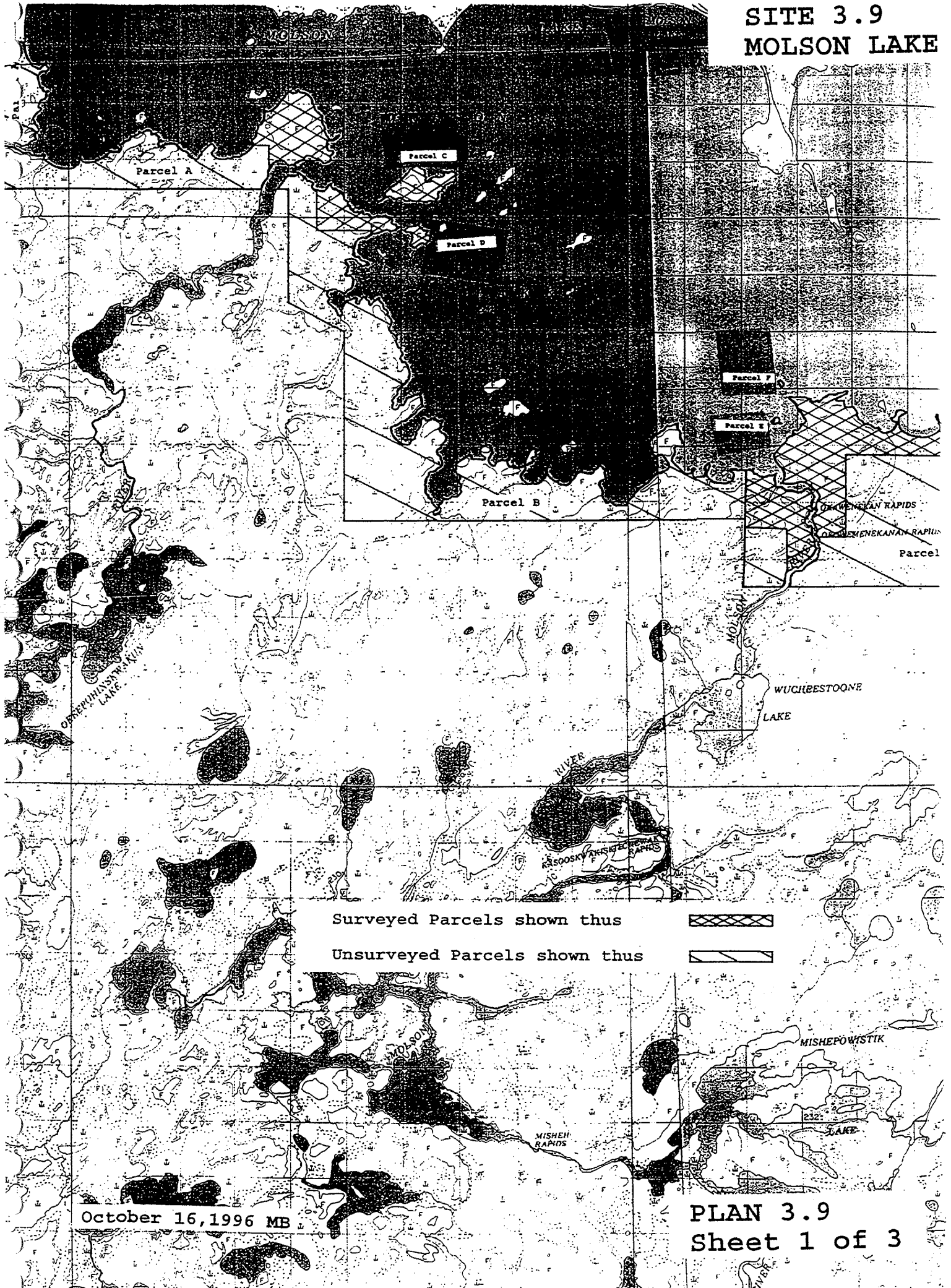
# SITE 3.8 RESERVE EXTENSION



October 16, 1996 MB

PLAN 3.8

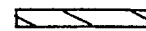
SITE 3.9  
MOLSON LAKE



Surveyed Parcels shown thus



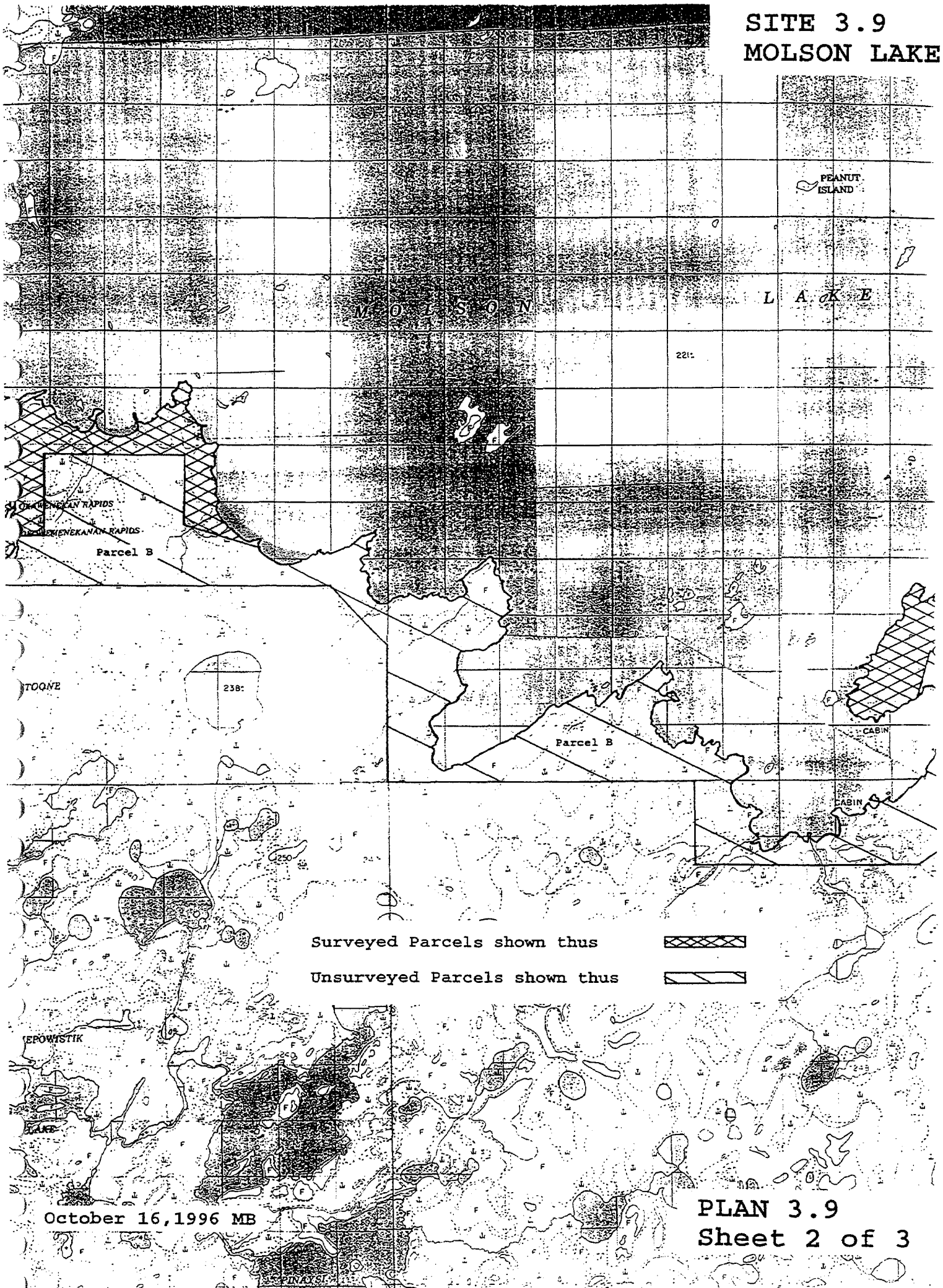
Unsurveyed Parcels shown thus



October 16, 1996 MB

PLAN 3.9  
Sheet 1 of 3

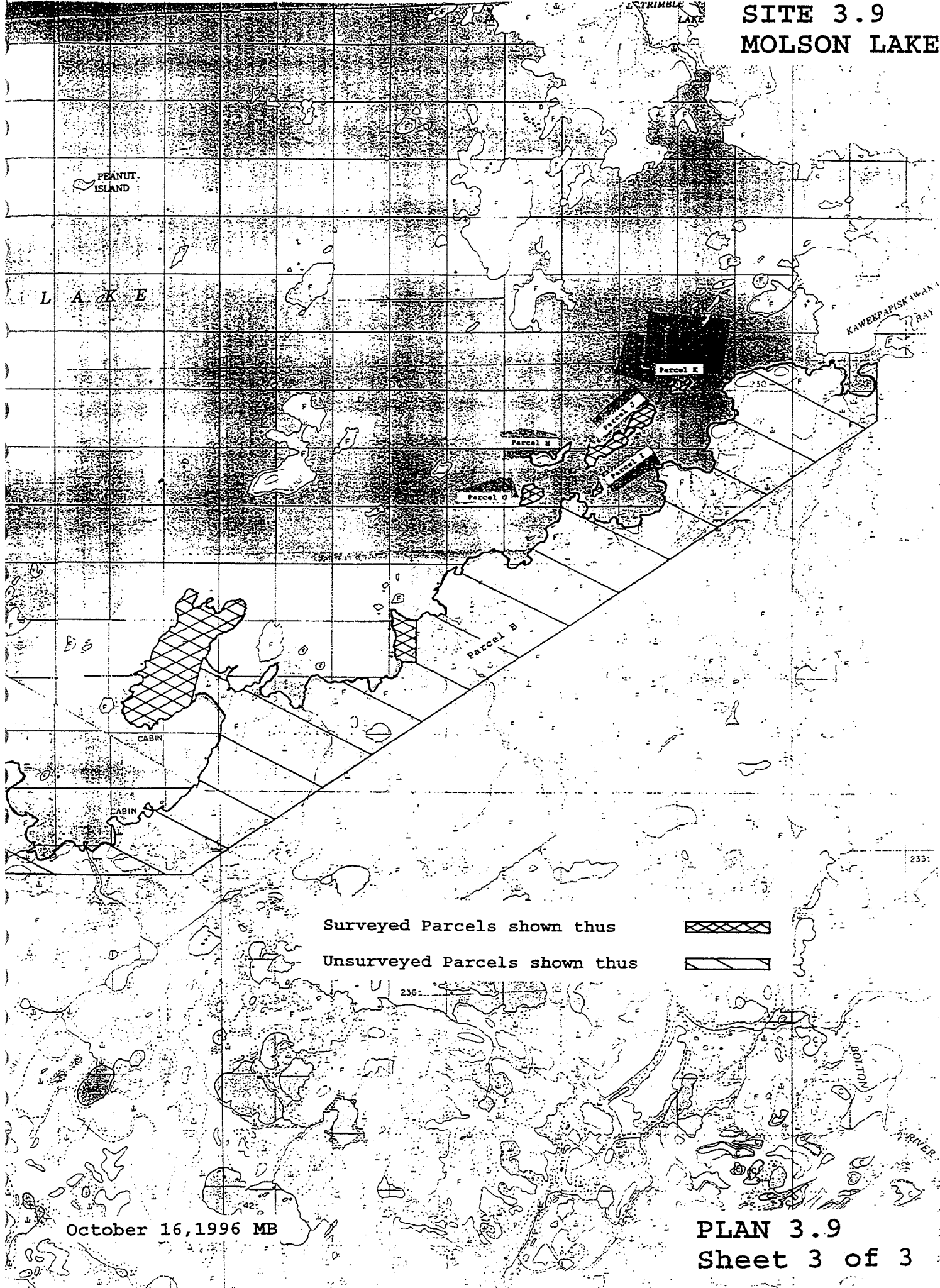
SITE 3.9  
MOLSON LAKE



October 16, 1996 MB

PLAN 3.9  
Sheet 2 of 3

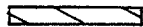
SITE 3.9  
MOLSON LAKE



Surveyed Parcels shown thus

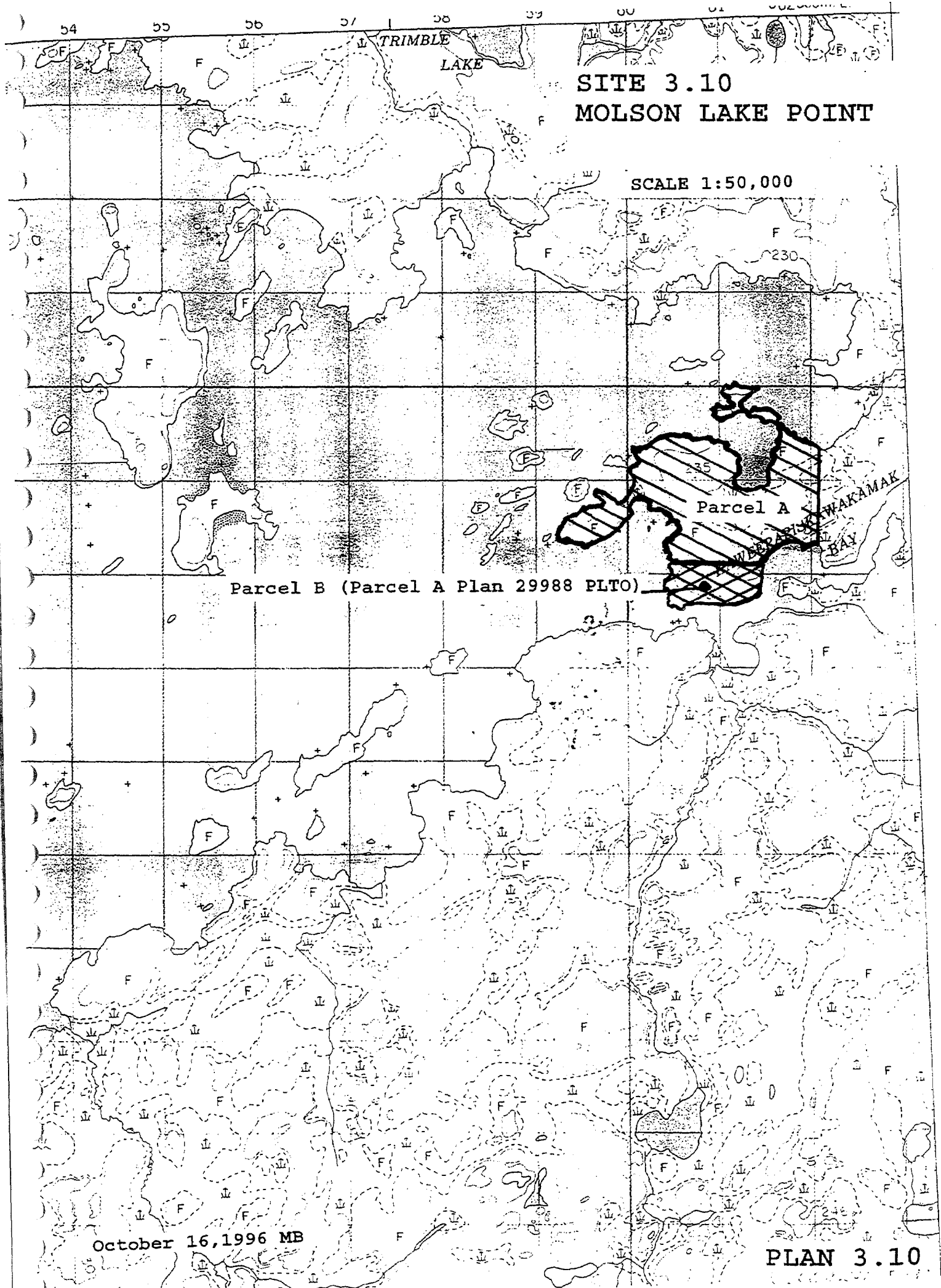


Unsurveyed Parcels shown thus



October 16, 1996 MB

PLAN 3.9  
Sheet 3 of 3



**SITE 3.10  
MOLSON LAKE POINT**

SCALE 1:50,000

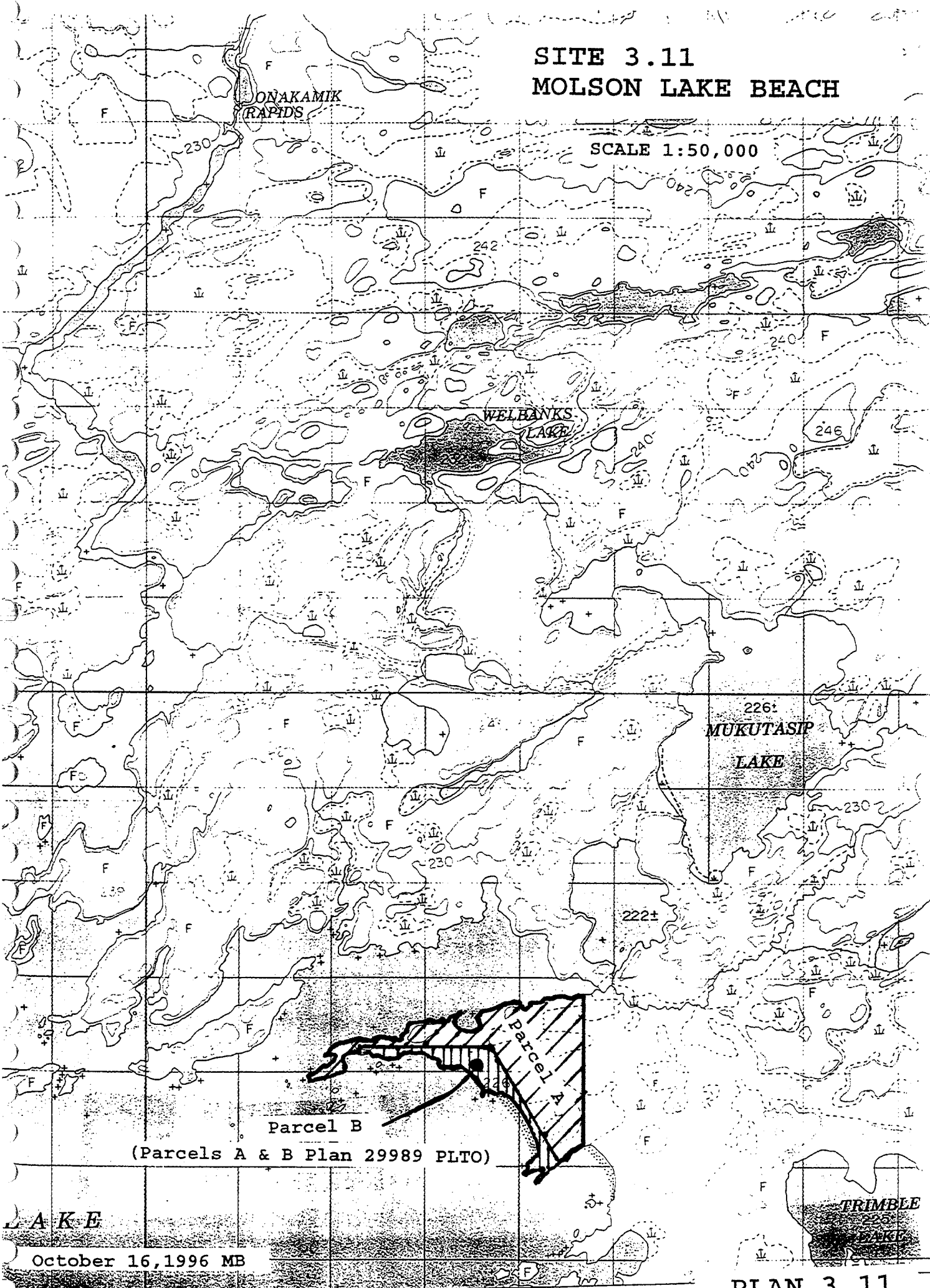
Parcel B (Parcel A Plan 29988 PLTO)

October 16, 1996 MB

**PLAN 3.10**

**SITE 3.11  
MOLSON LAKE BEACH**

SCALE 1:50,000



ONAKAMIK  
RAPIDS

WELBANKS  
LAKE

226+  
MUKUTASIP  
LAKE

TRIMBLE  
LAKE

Parcel B

Parcel A

(Parcels A & B Plan 29989 PLTO)

October 16, 1996 MB

PLAN 3.11

52 54 55



MANITOBA HYDRO

PROPERTY DEPARTMENT

# NORTHERN FLOOD AGREEMENT

NORWAY HOUSE CREE NATION

COMPENSATION LANDS

EXCLUSIONS FOR BOOM AREA

IN THE VICINITY OF THE JCT. OF PUBLIC ROAD  
PLANS 7051 AND 7004 NLTO, WHISKEY JACK

SCALE 1 : 30,000



## LEGEND

COMPENSATION LAND BOUNDARIES

BOOM AREA SHOWN THUS

### NOTE:

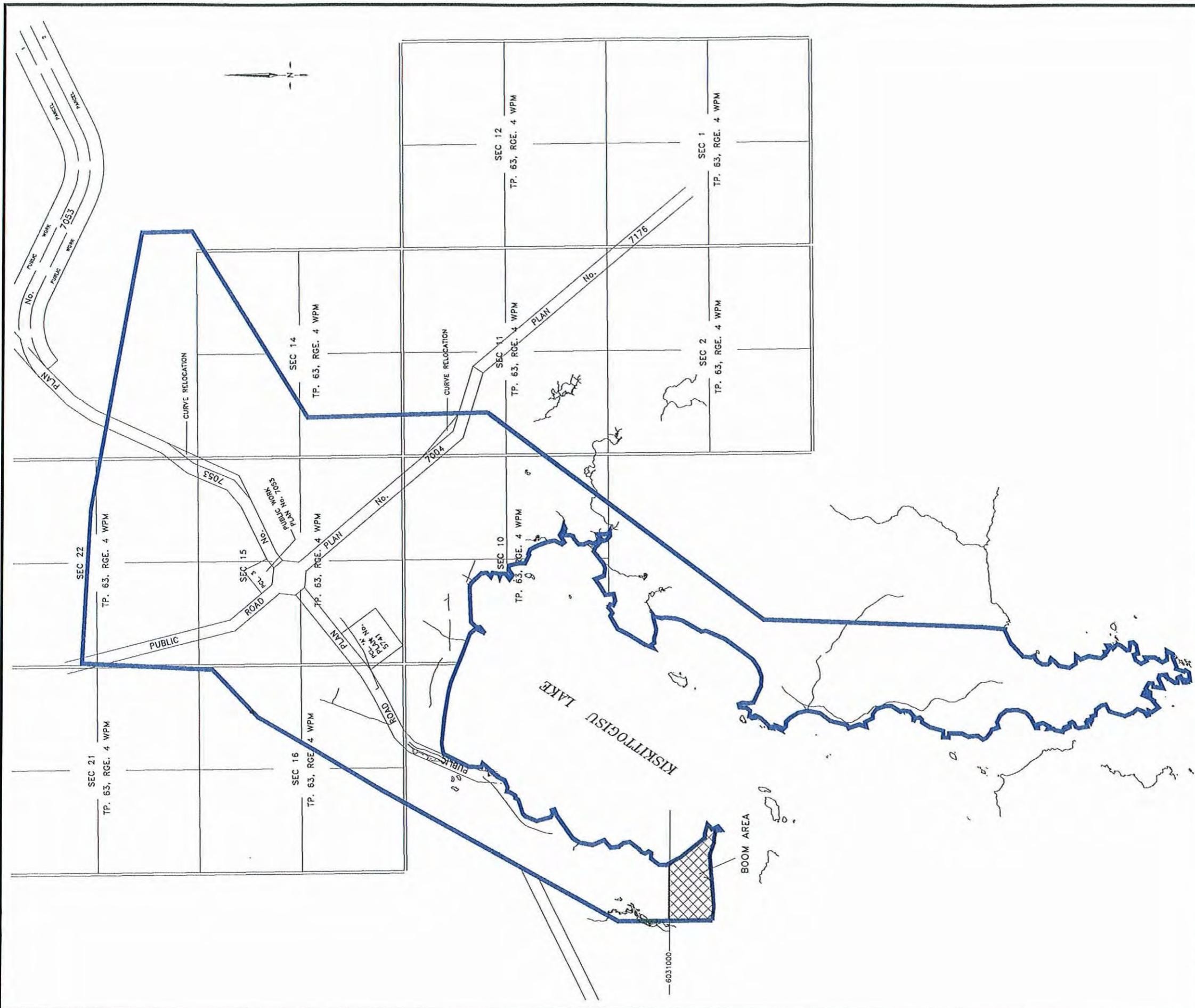
EXISTING PUBLIC ROAD RIGHT-OF-WAY PLANS 7053 & 7004 NLTO ARE 91.44 METRES IN PERP. WIDTH

PCL. 'A' PLAN 5741 NLTO IS M.T.S. TOWER SITE.

TOWNSHIPS, RANGES AND SECTIONS ARE APPROXIMATE LOCATION, FOR EXACT LOCATIONS SEE REGISTERED LEGAL PLANS

SHORE LINES SHOWN ARE APPROXIMATE LOCATION TAKEN FROM TOPO MAPS

UTM CO-ORDINATES VALUES ARE IN METRES AND REFERENCED TO NAD 1927



DATE DRAWN	OCTOBER 1st, 1996		
DRAWING NUMBER	06303-B-12183	SHEET	REVISION
		01	00



MANITOBA HYDRO

PROPERTY DEPARTMENT

METRIC

NORTHERN FLOOD AGREEMENT  
NORWAY HOUSE CREE NATION  
COMPENSATION LANDS

DISTRIBUTION LINE EASEMENT AND  
EXCLUSION FOR FUTURE RIGHT-OF-WAY

IN THE VICINITY OF THE RUSSEL LAKE & BAKER LAKE  
NEAR WILLIAM RIVER STATION SITE PLAN 2492 PLTO

SCALE 1 : 30,000



LEGEND

COMPENSATION LAND BOUNDARIES

300 METRE EXCLUSION FOR FUTURE  
TRANSMISSION LINE RIGHT-OF-WAY

AND EASEMENT FOR EXISTING DISTRIBUTION  
LINE SHOWN THUS

NOTE:

EXISTING DISTRIBUTION LINE REQUIRES THE N'LY 37.86 METRES  
OF TWP. 56 AND THE S'LY 7.86 METRES OF THE ROAD  
ALLOWANCE BETWEEN TWP'S 56 & 57

TOWNSHIPS, RANGES AND SECTIONS ARE APPROXIMATE LOCATION,  
FOR EXACT LOCATION SEE REGISTERED LEGAL PLANS.

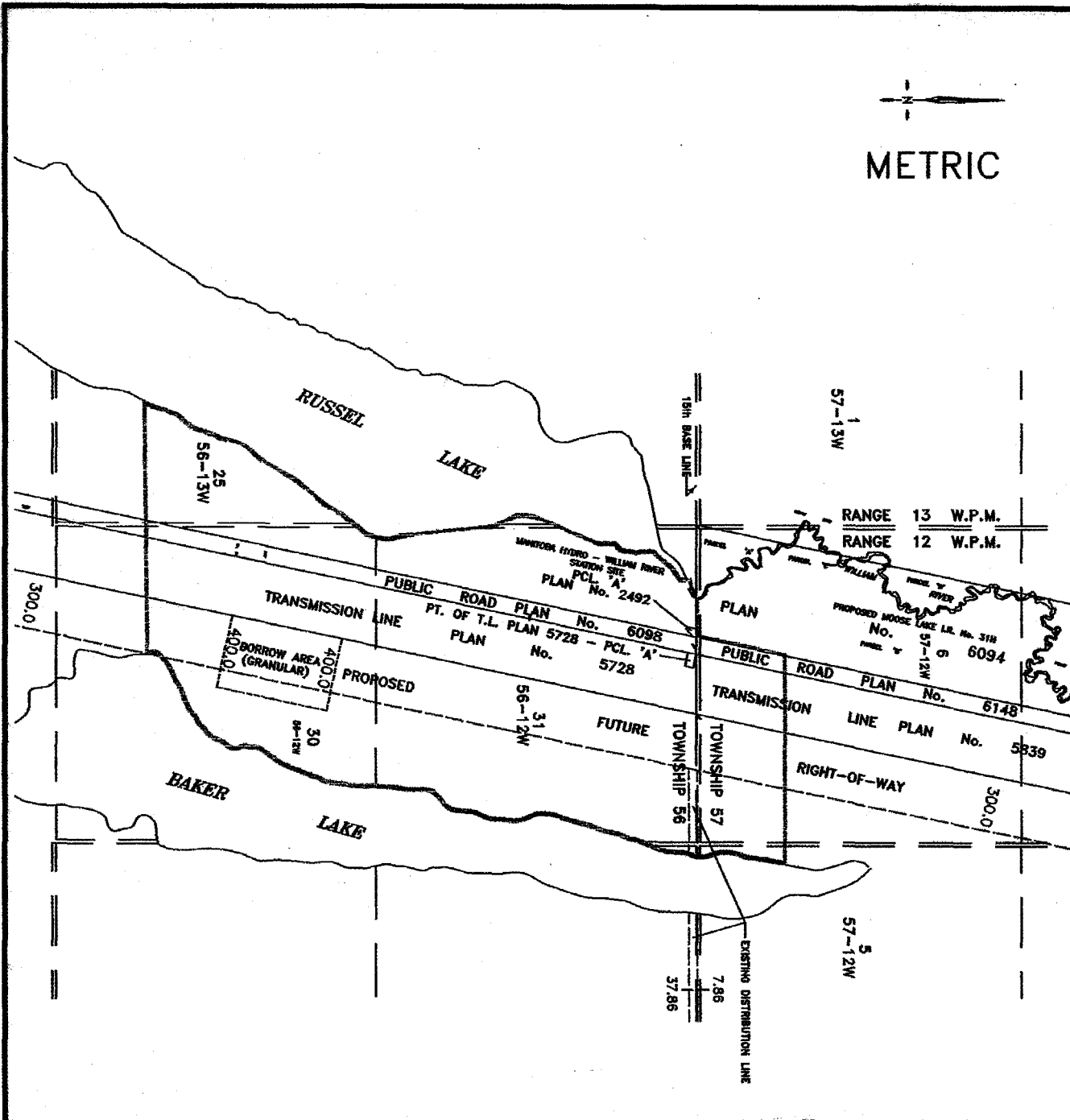
SHORE LINES SHOWN ARE APPROXIMATE LOCATION TAKEN  
FROM TOPO MAPS.

FUTURE RIGHT-OF-WAY EXCLUSION 300 METRES IN  
PERPENDICULAR WIDTH

DATE DRAWN OCTOBER 3rd, 1996

DRAWING NUMBER 06303-A-11978

SHEET 01 REVISION 00





## SCHEDULE 3.2

### LEGAL SURVEY INSTRUCTIONS

#### COMPENSATION LANDS

##### General:

- A. To conduct surveys, prepare plans and survey reports of the described areas in accordance with Land Titles Office guidelines.
- B. Prepare Parcel Plans of the areas at a suitable scale not less than 1:20,000.
- C. Prepare Plans of **Setback Lines** at a suitable scale not less than 1:20,000.
- D. Prepare Plans of Easements for Transmission Lines and Access Right-of-Way at a suitable scale not less than 1:20,000.
- E. Survey of the parcel(s) as follows:

##### **Whiskey Jack, Site 3.1**

per approximate location shown on Plan 3.1 and the following description:

##### Boundary Description

###### Parcel A

- Commencing at the intersection of UTM 6° Grid Line 565550<sup>m</sup> E, and the **OHWM** of Playgreen Lake at approximate UTM 6° Grid Line 6028200<sup>m</sup> N, thence Northerly along said Grid Line 565550<sup>m</sup> E to the intersection with UTM 6° Grid Line 6029850<sup>m</sup> N, thence Northeasterly in a straight line to the intersection of UTM 6° Grid Lines 6032590<sup>m</sup> N and 567475<sup>m</sup> E, thence Northerly along said Grid Line 567475<sup>m</sup> E to the intersection with UTM 6° Grid Line 6033925<sup>m</sup> N, thence Northeasterly in a straight line to the intersection of UTM 6° Grid Lines 6034600<sup>m</sup> N, and 568300<sup>m</sup> E, thence Northerly along said Grid Line 568300<sup>m</sup> E to the intersection with UTM 6° Grid Line 6035101<sup>m</sup> N, thence Northwesterly in a straight line to the intersection of UTM 6° Grid Lines 6035320<sup>m</sup> N and 567346<sup>m</sup> E, thence Westerly in a straight line to the intersection of UTM 6° Grid Lines 6035550<sup>m</sup> N and 565250<sup>m</sup> E, thence Southerly in a straight line to the intersection with UTM 6° Grid Lines 6034247<sup>m</sup> N and 565202<sup>m</sup> E, thence Southwesterly in a straight line to the intersection with UTM 6° Grid Lines 6031650<sup>m</sup> N and 563350<sup>m</sup> E, thence Southerly along said Grid Line 563350<sup>m</sup> E to the first intersection with the **OHWM** of the West Channel of the Nelson River at approximate UTM 6° Grid Line 6030575<sup>m</sup> N, thence Easterly along the last said **OHWM** to the **OHWM** of Kiskittogisu Lake, thence Northerly along the last mentioned **OHWM** to the Eastern limit of Public Road Plan No. 7053 PLTO (N. Div.), thence Northerly along the said Eastern limit to its most Northerly intersection with the said **OHWM** of Kiskittogisu Lake, thence Northerly, Easterly, and Southerly along the last mentioned **OHWM** to the **OHWM** of Playgreen Lake, thence Southerly and Northerly along the last mentioned **OHWM** to the point of commencement.

##### Exclusions

Firstly, lands excluded for public purposes as shown in Schedule 3.3.

Secondly, Parcel A Plan No. 5741 PLTO (N. Div.).

Thirdly, Public Road Plan No. 7004 PLTO (N. Div.).

Fourthly, Public Road and Public Works Parcel 3 Plan No. 7053 PLTO (N. Div.).

Fifthly, Public Road Plan No. 7176 PLTO (N. Div.).

Sixthly, the lands shown as Boom Area on Manitoba Hydro Drawing No.06303-B-12183.

#### Parcel B

- That portion of Public Road Plan No. 7053 PLTO (N. Div.) to be closed as shown on Plan 3.1A.

#### Setback Lines

**Setback Lines** as shown on Manitoba Hydro Drawing No. 00199-E-00440 shall be located by survey monuments planted in the ground at or above minimum elevation 218.7m (717.5 ft.) **A.S.L.**, as ground conditions allow. Where the location of **Setback Lines** is based on erosion considerations, **Setback Lines** shall be located a minimum of 30m from the water's edge. At steep bedrock shorelines where top of bank elevation exceeds 218.7m (717.5 ft.), the **Setback Lines** shall be established at the top of the bank within 2m of a defined edge of the bank or as close as ground conditions allow.

Survey monuments shall be 0.025m x 0.025m x 0.914m iron posts set a minimum of 0.8m in overburden or short iron rock posts planted at distances greater than 100m horizontally apart where possible.

The location of **Setback Lines** has been based on the process and methodology for geotechnical studies pursuant to the Canada-Manitoba Northlands Agreement. Final field location of the survey monuments defining the **Setback Lines** shall be determined by the Manitoba Land Surveyor carrying out the survey, in consultation with a Manitoba Hydro geotechnical engineer in relation to the geotechnical requirements.

Where this consultation results in an adjustment to the **Setback Line** from the location shown on said Drawing No. 00199-E-00440, the surveyor shall note in his surveyor's report, the technical reason the adjustment was made.

#### Transmission Line and Access Right-of-Way Easements

Firstly, two (2) 45.72 metre transmission line Rights-of-Way in the locations described on Manitoba Hydro Dwg. No. 06303-B-11973 shall be shown on a Plan of Easement.

Secondly, a 30 metre access Right-of-Way in the location described on Manitoba Hydro Dwg. No. 06303-B-12213 shall be shown in a Plan of Easement.

#### **Paimusk Creek, Site 3.2**

per approximate location shown on Plan 3.2 and the following description:

#### Boundary Description

- Bounded on the Northeast by a straight line drawn in a Southeasterly direction at a UTM 6° Grid Bearing of 116° from the intersection of UTM 6° Grid Line 606000<sup>m</sup> E and UTM 6° Grid Line 6010500<sup>m</sup> N; on the Southwest by a line drawn South of and perpendicularly distant 1600 metres from the above described Northeastern limit; on the Northwest by a straight line drawn Southwesterly at right angles to the said Northeastern limit from the said intersection of UTM 6° Grid Lines 606000<sup>m</sup> E and 6010500<sup>m</sup> N.; on the Southeast by a line drawn East of and perpendicularly distant 3700

metres from the previously described Northwestern limit.

Exclusions

The Bed of Paimusk Creek.

**Baker Lake, Site 3.3**

per approximate location shown on Plan 3.3 and the following description:

Boundary Description

- Commencing at the intersection of UTM 6° Grid Line 5971650<sup>m</sup> N with the **OHWM** of the Western limit of Baker Lake, thence Southerly along said **OHWM** to the intersection with UTM 6° Grid Line 5968302<sup>m</sup> N, thence Westerly along the last mentioned Grid Line to the intersection with the **OHWM** of the Eastern limit of Russell Lake, thence Northerly along the last mentioned **OHWM** and the **OHWM** of the Eastern limit of the small creek flowing out of Russell Lake to the intersection with the Northern limit of Tp. 56 - 12 WPM, thence Easterly along the said Northern limit to the Western limit of Plan of Public Road No. 6148 PLTO (N. Div.), thence Northerly along the last mentioned Western limit to the intersection with UTM 6° Grid Line 5971650<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the point of commencement.

Exclusions

Firstly, exclusions for public purposes as shown in Schedule 3.3.

Secondly, Public Road Plan No. 6098 and 6148 PLTO (N. Div.).

Thirdly, Parcel A Plan No. 5728 PLTO (N. Div.).

Fourthly, Transmission Line Plan No. 5728 and 5839 PLTO (N. Div.).

Fifthly, Parcel A Plan No. 2492 PLTO.

Sixthly, a 300 metre transmission line Right-of-Way in the location described on Manitoba Hydro Dwg. No. 06303-A-11978.

Transmission Line Easement

A 45.72 metre transmission line Right-of-Way in the location described on Manitoba Hydro Dwg. No.06303-A-11978 shall be shown on a Plan of Easement .

**Playgreen Point, Site 3.4**

per approximate location shown on Plan 3.4 and the following description:

Description

- All those portions of unsurveyed Township 56-4 W.P.M. contained within the limits of a Plan of Survey prepared by Gerald Samuel Hawryluk, of The City of Winnipeg, Manitoba Land Surveyor, and sworn to by him on the 19th day of April 1993 (WLTO Deposit No. 461/93).

### **Setback Lines**

**Setback Lines** shown on Manitoba Hydro Drawing No. 00199-E-00441 shall be located by survey monuments planted in the ground at or above minimum elevation 219.3m (719.5 ft.) **A.S.L.**, as ground conditions allow. Where the location of **Setback Lines** is based on erosion considerations, **Setback Lines** shall be located a minimum of 30m from the water's edge. At steep bedrock shorelines where top of bank elevation exceeds 219.3m (719.5 ft.), the **Setback Lines** shall be established at the top of the bank within 2m of a defined edge of the bank or as close as ground conditions allow.

Survey monuments shall be 0.025m x 0.025m x 0.914m iron posts set a minimum of 0.8m in overburden or short iron rock posts planted at distances greater than 100m horizontally apart where possible.

The location of **Setback Lines** has been based on the process and methodology for geotechnical studies pursuant to the Canada-Manitoba Northlands Agreement. Final field location of the survey monuments defining the **Setback Lines** shall be determined by the Manitoba Land Surveyor carrying out the survey in consultation with a Manitoba Hydro geotechnical engineer in relation to the geotechnical requirements.

Where this consultation results in an adjustment to the **Setback Line** from the location shown on said Drawing No. 00199-E-00441, the surveyor shall note in his surveyor's report the technical reason the adjustment was made.

### **Transmission Line Easement**

A transmission line Right-of-Way in the location described on Manitoba Hydro Dwg. No.06303 - A - 11974, shall be shown on a Plan of Easement.

### **Spider Lake, Site 3.5**

per approximate location shown on Plan 3.5 and the following description:

#### **Boundary Description**

##### **Parcel A**

- Commencing at the intersection of UTM 6° Grid Line 5928520<sup>m</sup> N and the Eastern **OHWM** of Lake Winnipeg, thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 588000<sup>m</sup>E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 5925620<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 590700<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 5923400<sup>m</sup> N, thence Westerly along the last mentioned Grid Line to the **OHWM** of Lake Winnipeg, thence Northerly along said **OHWM** to the point of commencement.

#### **Exclusions**

Firstly, any beds or bodies of water intersecting the limits of the described parcel.

Secondly, Parcel A, Plan No. 30960 PLTO.

Thirdly, the Bed of the Belanger River.

Fourthly, the Bed of Spider Lake.

Parcel B

Parcel A, Plan No. 30960 PLTO.

Setback Lines

**Setback Lines** as shown on Plan No. 3.5A shall be located by survey monuments planted in the ground at or above minimum elevation 220.0m (722.0 ft.) **A.S.L.**, as ground conditions allow. Where the location of **Setback Lines** is based on erosion considerations, **Setback Lines** shall be located a minimum of 30m from the water's edge. At steep bedrock shorelines where top of bank elevation exceeds 220.0m (722.0 ft.), the **Setback Lines** shall be established at the top of the bank within 2m of a defined edge of the bank or as close as ground conditions allow.

Survey monuments shall be 0.025m x 0.025m x 0.914m iron posts set a minimum of 0.8m in overburden or short iron rock posts planted at distances greater than 100m horizontally apart where possible.

The location of **Setback Lines** has been based on the process and methodology for geotechnical studies pursuant to the Canada-Manitoba Northlands Agreement. Final field location of the survey monuments defining the **Setback Lines** shall be determined by the Manitoba Land Surveyor carrying out the survey, in consultation with a geotechnical engineer representing **Manitoba** in relation to the geotechnical requirements.

Where this consultation results in an adjustment to the **Setback Line** from the location shown on said Plan No. 3.5A, the surveyor shall note in his surveyor's report the technical reason the adjustment was made.

**Eight Mile Channel, Site 3.6**

per approximate location shown on Plan 3.6 and the following description:

Boundary DescriptionParcel A

- Bounded on the Northwest by a straight line drawn Southwesterly at a UTM 6° Grid Bearing of 220° 30' and passing through the intersection of UTM 6° Grid Lines 5988000<sup>m</sup> N and 547000<sup>m</sup> E; on the Southeast and the Northeast by the Western **OHWM** of Playgreen Lake; on the Southwest by a straight line drawn Southeasterly at a UTM 6° Grid Bearing of 118° 30' from a point on the above described Northwestern limit, distant Northerly thereon 100 metres from the **OHWM** of the Northern limit of Eight Mile Channel and that the Southwestern limit of the described parcel lie at any point throughout its length not less than 100 metres perpendicularly distant from the **OHWM** of the Northeastern limit of Eight Mile Channel.

Parcel B

- Bounded on the Northwest by a straight line drawn Southwesterly at a UTM 6° Grid Bearing of 213° 30' and passing through the intersection of UTM 6° Grid Lines 5986000<sup>m</sup> N and 545478<sup>m</sup> E; on the Southeast by the Western **OHWM** of Playgreen Lake; on the Southwest by a straight line drawn Southeasterly at a right angle to the above described Northwestern limit from a point on the said Northwestern limit, and distant Southeasterly thereon 2770 metres from the **OHWM** of the Southwestern limit of Eight Mile Channel; on the Northeast by a straight line drawn Southeasterly at a UTM 6° Grid Bearing of 118° 30' from a point on the above described Northwestern limit, distant Southwesterly thereon 100 metres from the **OHWM** of the Southwestern limit of Eight Mile Channel and that the Northeastern limit of the described Parcel be at any point throughout its length not less

than 100 metres perpendicularly distant from the **OHWM** of the Southwestern limit of Eight Mile Channel.

### Setback Lines

**Setback Lines** as shown on Manitoba Hydro Drawing No. 00199-B-00445 shall be located by survey monuments planted in the ground at or above minimum elevation 219.3m (719.5 ft.) **A.S.L.**, as ground conditions allow. Based on erosion considerations, **Setback Lines** shall be located a minimum of 70m from the water's edge. At steep bedrock shorelines where top of bank elevation exceeds 219.3m (719.5 ft.) the **Setback Lines** shall be established at the top of the bank within 2m of a defined edge of the bank or as close as ground conditions allow.

Survey monuments shall be 0.025m x 0.025m x 0.914m iron posts set a minimum of 0.8m in overburden or short iron rock posts planted at distances greater than 100m horizontally apart where possible.

The location of **Setback Lines** has been based on the process and methodology for geotechnical studies pursuant to the Canada-Manitoba Northlands Agreement. Final field location of the survey monuments defining the **Setback Lines** shall be determined by the Manitoba Land Surveyor carrying out the survey in consultation with a Manitoba Hydro geotechnical engineer in relation to the geotechnical requirements.

Where this consultation results in an adjustment to the **Setback Line** from the location shown on said Drawing No. 00199-B-00445, the surveyor shall note in his surveyor's report the technical reason the adjustment was made.

### **Little Bolton Lake, Site 3.7**

per approximate location shown on Plan 3.7 and the following description:

#### Boundary Description

- Parcel A, Plan No. 30191 PLTO in unsurveyed Township 60 Range 8 and 9 E.P.M.

### **Reserve Extension, Site 3.8**

per approximate location shown on Plan 3.8 and the following description:

#### Boundary Description

##### Parcel A

- Commencing at the Eastern **OHWM** of the East Channel of the Nelson River and UTM 6° Grid Line 6015115<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 595000<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6011650<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 601300<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6008500<sup>m</sup> N, thence Westerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 594500<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6006000<sup>m</sup> N, thence Southwesterly in a straight line to the intersection of UTM 6° Grid Line 587600<sup>m</sup> E and UTM 6° Grid Line 5993165<sup>m</sup> N, thence Westerly along the last mentioned Grid Line to the Eastern limit of Plan No. 5233 PLTO (N. Div.) (I.R. 17),

thence **Northerly**, **Easterly**, and **Westerly** along the boundaries of said Plan No. 5233 PLTO (N. Div.) (I.R. 17) to the Eastern **OHWM** of the East Channel of the Nelson River, thence **Northerly** along the said **OHWM** to the point of commencement, including Parcels A, B, C, D, E, F and G, Plan No. 27561 PLTO.

#### Exclusions

Firstly, exclusions for public purposes as shown in Schedule 3.3,

Secondly, Public Road Plan No. 6521 PLTO (N. Div.).

Thirdly, Public Road Plan Nos. 6993, 7005, PLTO (N. Div.).

Fourthly, that portion of Public Road Plan 7051 PLTO (N. Div.) shown on Plan 3.8A

Fifthly, Public Road Plan Nos. 25635 & 27561 PLTO.

Sixthly, Parcels A,B,C,D and E Plan No. 7307 PLTO (N. Div.).

Seventhly, the Bed of Pine Creek.

Eighthly, the Bed of Paimusk Creek.

#### Parcel B

- Commencing at the intersection of the Western **OHWM** of the East Channel of the Nelson River and UTM 6° Grid Line 585600<sup>m</sup> E, thence **Northerly** along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6006145<sup>m</sup> N, thence **Easterly** along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 587900<sup>m</sup> E, thence **Northerly** along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6012300<sup>m</sup> N, thence **Easterly** along the last mentioned Grid Line to the Western limit of Plan No. 7040 PLTO (N. Div.) (I.R. 17A), thence **Southerly** along said Western limit of Plan No. 7040 PLTO (N. Div.) (I.R. 17A) and its production, to the Western **OHWM** of the East Channel of the Nelson River, thence **Southerly** along said **OHWM** to the point of commencement.

#### Exclusions

The Bed of an unnamed creek traversing the parcel.

#### Parcel C

- Commencing at the intersection of the production **Southeasterly** of the most **Northeastern** limit of Plan No. 7040 PLTO (N. Div.) (I.R. 17A) and the Western **OHWM** of the East Channel of the Nelson River, thence **Northerly** along the said **OHWM** to the intersection with UTM 6° Grid Line 6015115<sup>m</sup> N, thence **Westerly** along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 592230<sup>m</sup> E, thence **Southerly** along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6012470<sup>m</sup> N, thence **Westerly** along the last mentioned Grid Line to the said **Northeastern** limit of Plan No. 7040 PLTO (N. Div.) (I.R. 17A), thence **Southeasterly** along the said **Northeastern** limit of Plan No. 7040 PLTO (N. Div.) (I.R. 17A) and its production to the said Western **OHWM** of the East Channel of the Nelson River.

#### Parcel D

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 590500<sup>m</sup>E

and UTM 6° Grid Line 6008400<sup>m</sup> N.

Parcel E

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 589500<sup>m</sup> E and UTM 6° Grid Line 6007000<sup>m</sup> N.

Parcel F

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 587500<sup>m</sup> E and UTM 6° Grid Line 6003000<sup>m</sup> N.

Parcel G

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 586700<sup>m</sup> E and UTM 6° Grid Line 5999500<sup>m</sup> N.

Parcel H

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 586000<sup>m</sup> E and UTM 6° Grid Line 5997500<sup>m</sup> N.

Parcel I

- The islands in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 584800<sup>m</sup> E and 5996700<sup>m</sup> N, and UTM 6° Grid Line 585600<sup>m</sup> E and UTM 6° Grid Line 5997300<sup>m</sup> N.

Parcel J

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 584800<sup>m</sup> E and UTM 6° Grid Line 5995900<sup>m</sup> N.

Parcel K

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 584200<sup>m</sup> E and UTM 6° Grid Line 5995650<sup>m</sup> N.

Parcel L

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 583000<sup>m</sup> E and UTM 6° Grid Line 5994750<sup>m</sup> N.

Parcel M

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 581400<sup>m</sup>E and UTM 6° Grid Line 5992000<sup>m</sup> N.

Parcel N

- The island in the East Channel of the Nelson River at the intersection of UTM 6° Grid Line 580600<sup>m</sup> E and UTM 6° Grid Line 5992000<sup>m</sup> N.



### Transmission Line Easement

A 45.72 metre transmission line Right-of-Way in the location described on Manitoba Hydro Drawing No. 06303-C-11982 shall be shown on a Plan of Easement within the parcel boundaries.

### Setback Lines

**Setback Lines** as shown on Manitoba Hydro Drawing Nos. 00199-E-00439, 00199-E-00442 and 00199-E-00447 shall be located by survey monuments planted in the ground at or above minimum elevation 219.0m (718.5 ft.) upstream of Sea River Falls and above minimum elevation 218.8m (717.8 ft.) downstream of Sea River Falls **A.S.L.**, as ground conditions allow. Where the location of **Setback Lines** is based on erosion considerations, **Setback Lines** shall be located a minimum of 30m from the water's edge. At steep bedrock shorelines where top of bank elevation exceeds 218.7m (717.5 ft.), the **Setback Lines** shall be established at the top of the bank within 2m of a defined edge of the bank or as close as ground conditions allow.

Survey monuments shall be 0.025m x 0.025m x 0.914m iron posts set a minimum of 0.8m in overburden or short iron rock posts planted at distances greater than 100m horizontally apart where possible.

The location of **Setback Lines** has been based on the process and methodology for geotechnical studies pursuant to the Canada-Manitoba Northlands Agreement. Final field location of the survey monuments defining the **Setback Lines** shall be determined by the Manitoba Land Surveyor carrying out the survey, in consultation with a Manitoba Hydro geotechnical engineer in relation to the geotechnical requirements.

Where this consultation results in an adjustment to the **Setback Line** from the location shown on said Drawing Nos. 00199-E-00439, 00199-E-00442 or 00199-E-00447, the surveyor shall note in his surveyor's report, the technical reason the adjustment was made.

### **Molson Lake, Site 3.9**

per approximate location shown on Plan 3.9 and the following description:

#### Boundary Description

##### Parcel A

- Commencing at the most Westerly **OHWM** of Molson Lake and the intersection of UTM 6° Grid Line 6013065<sup>m</sup> N, thence Westerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 618500<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6010500<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the Northern **OHWM** of the Keepeewiskawakun River, thence Northerly and Easterly along the last mentioned **OHWM** to the **OHWM** of Molson Lake thence Northerly and Westerly along the **OHWM** of Molson Lake to the point of commencement.

#### Exclusions

Firstly, the Bed of Paimusk Creek,

Secondly, Parcel A Plan No. 29983 PLTO.

##### Parcel B

- Commencing at the intersection of the Southern **OHWM** of the Keepeewiskawakun River and UTM 6° Grid Line 6010500<sup>m</sup> N thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 624000<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6008500<sup>m</sup> N, thence Southeasterly in a straight line to the intersection of UTM 6° Grid Line 6008000<sup>m</sup> N and UTM 6° Grid Line 625000<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6004700<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the intersection with the most Western limit of Parcel A Plan No. 29984 PLTO, thence Southerly along the said Western limit and its production to the intersection with UTM 6° Grid Line 6003500<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 639000<sup>m</sup> E, thence Southeasterly in a straight line to the intersection of UTM 6° Grid Line 6002500<sup>m</sup> N and UTM 6° Grid Line 640000<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 6000000<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 645500<sup>m</sup> E, thence Southerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 5998500<sup>m</sup> N, thence Easterly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 649500<sup>m</sup> E, thence Northeasterly in a straight line to the intersection of UTM 6° Grid Line 6006500<sup>m</sup> N and UTM 6° Grid Line 661500<sup>m</sup> E, thence Northerly along the last mentioned Grid Line to the first intersection of the Southern **OHWM** of Molson Lake, thence Westerly along the said **OHWM** of Molson Lake to the Southern limit of the Keepeewiskawakun River, thence Westerly along the Southern limit of the Keepeewiskawakun River to the point of commencement.

#### Exclusions

Firstly, the Bed of the Molson River

Secondly, Parcels A, B & C, Plan No. 29984 PLTO.

Thirdly, Parcel B, Plan No. 29983 PLTO.

Fourthly, Parcel A, Plan No. 29986 PLTO.

Fifthly, Parcel A, Plan No. 29985 PLTO.

#### Parcel C

- The island in Molson Lake at the intersection of UTM 6° Grid Line 626300<sup>m</sup> E and UTM 6° Grid Line 6010600<sup>m</sup> N as same is shown as Parcel C, Plan No. 29983 PLTO.

#### Parcel D

- The island in Molson Lake at the intersection of UTM 6° Grid Line 626300<sup>m</sup> E and UTM 6° Grid Line 6009700<sup>m</sup> N as same is shown as Parcel D, Plan No. 29983 PLTO.

#### Parcel E

- The island in Molson Lake at the intersection of UTM 6° Grid Line 632600<sup>m</sup> E and UTM 6° Grid Line 6006450<sup>m</sup> N.

#### Parcel F

- The island in Molson Lake at the intersection of UTM 6° Grid Line 632700<sup>m</sup> E and UTM 6° Grid Line 6007100<sup>m</sup> N.

Parcel G

- The island in Molson Lake at the intersection of UTM 6° Grid Line 655500<sup>m</sup> E and UTM 6° Grid Line 6005250<sup>m</sup> N as same is shown as Parcel A, Plan No. 29987 PLTO.

Parcel H

- The island in Molson Lake at the intersection of UTM 6° Grid Line 655750<sup>m</sup> E and UTM 6° Grid Line 6005800<sup>m</sup> N.

Parcel I

- The island in Molson Lake at the intersection of UTM 6° Grid Line 656650<sup>m</sup> E and UTM 6° Grid Line 6005300<sup>m</sup> N as same is shown as Parcel B, Plan No. 29987 PLTO.

Parcel J

- The island in Molson Lake at the intersection of UTM 6° Grid Line 657000<sup>m</sup> E and UTM 6° Grid Line 6006150<sup>m</sup> N as same is shown as Parcel C, Plan No. 29987 PLTO.

Parcel K

- The island in Molson Lake at the intersection of UTM 6° Grid Line 658000<sup>m</sup> E and UTM 6° Grid Line 6007050<sup>m</sup> N as same is shown as Parcel D, Plan No. 29987 PLTO.

Parcel L

Parcels A & B, Plan No. 29983 PLTO  
 Parcels A, B and C, Plan No. 29984 PLTO  
 Parcel A, Plan No. 29985 PLTO  
 Parcel A, Plan No. 29986 PLTO

**Molson Lake Point - Site 3.10**

per approximate location shown on Plan 3.10 and the following description:

Boundary DescriptionParcel A

- Commencing at the intersection of UTM 6° Grid Line 662110<sup>m</sup> E and the Southern **OHWM** of Molson Lake at approximate UTM 6 Grid Line 6009320<sup>m</sup> N, thence Southerly along said Grid Line 662110<sup>m</sup> E to the Northern **OHWM** of Kaweepapiskawakamak Bay on Molson Lake, thence Westerly, Northerly, Southerly and Easterly along said **OHWM** of Molson Lake to the point of commencement.

Exclusions

Parcel A, Plan No. 29988 PLTO.

Parcel B

- Parcel A, Plan No. 29988 PLTO..

**Molson Lake Beach - Site 3.11**

per approximate location shown on Plan 3.11 and the following description:

Boundary Description

Parcel A

- Commencing at the intersection of UTM 6° Grid Line 654700<sup>m</sup> E and the **OHWM** of Molson Lake located at approximate UTM 6° Grid Line 6016820<sup>m</sup> N, thence Southerly along the said Grid Line 654700<sup>m</sup> E to the first intersection with the **OHWM** of Molson Lake, thence Westerly, Northerly and Easterly along said **OHWM** to the point of commencement.

Exclusions

- Parcels A & B, Plan No. 29989 PLTO.

Parcel B

- Parcels A & B, Plan No. 29989 PLTO.

**General Provisions**

Datum:

UTM grid line values referred to in parcel descriptions are referenced to North American Datum 1927.

Bearings:

Bearings will be derived from the control and referenced to the Central Meridian of U.T.M. Zone 14 or Zone 15 whichever Zone is applicable to the selected site. Bearings, not angles, will show on all surveyed boundaries.

Monuments:

Monuments along surveyed boundaries will be intervisible and the maximum distance between each will be 1 km. The monuments will be 0.025m x 0.025m x 0.914m iron posts or short iron rock posts and shall be cemented into place. Ties will be shown to all permanent water bodies.

Ancillary Monumentation:

Mark the monument with ancillary monumentation at intervals of approximately 1 km, at a principal corner, or where the perimeter of a parcel is less than 1 km or the parcel is an island, mark at least one monument. Ancillary monumentation may be a T-iron marker post, a wooden reference post (being a minimum 1.2m in length above ground, 10 cm square and bevelled at the top), or a minimum of two durable bearing trees (properly blazed, marked and located within 20m of the monument).

Cut Lines:

The inland boundary shall be surveyed on true line and line cut to ensure a visible skyline.

Enclosed Parcels:

Enclosed parcels will be identified by letter with areas of each shown.

Control:

Global Positioning System control will be expanded along as required to accommodate plotting the **OHWM** and to provide additional co-ordinate control, all to be referenced to the closest available Control Monument. These monuments and values will be shown on the Plan. The G.P.S. process shall exceed third order accuracies.

OHWM Boundaries:

All pertinent **OHWM** boundaries may be plotted from aerial photography in accordance with Land Titles Office guidelines.

Road Allowances:

All projected or surveyed road allowances contained within the bounds of the **Compensation Lands**, as above described, form part of the **Compensation Lands**.

Water Beds:

The beds of all water bodies contained within the bounds of **Compensation Lands** shall form part of said lands excepting those water bodies which are specifically excluded herein. The beds of all water bodies which may be determined to intersect the boundaries of **Compensation Lands** shall be excluded therefrom.

Bench Marks:

Bench Marks will be identified in the Plan Notes with supporting B.M.s placed at suitable locations and shown on the Plan.

Survey Reports:

Written survey reports will be compiled by the surveyor-in-charge for each survey completed. These reports shall speak to experiences and occurrences encountered during the course of the field survey such as those cited in the Manitoba Regional Surveyor's Directive No. 13 entitled DIRECTIVE FOR STANDARDS OF REPORT WRITING, dated June, 1987. The report shall be part of the survey returns and recorded in the Canada Lands Surveys Records and at the option of **Manitoba**, filed in a provincial registry.

Exclusions:

Excluded lands for public purposes as described in Schedule 3.3 will be surveyed with all boundary lines to be line cut to ensure a visible skyline. The Plan will show bearings and distances along these boundaries of the excluded lands.

Plans

Plans listed in Schedule 3.1

Plan No.	Description
3.0	General Location Plan
3.1	Site 3.1
	<b>Compensation Lands</b>
	Whiskey Jack





3.2	Site 3.2	Paimusk Creek
3.3	Site 3.3	Baker Lake
3.4	Site 3.4	Playgreen Point
3.5	Site 3.5	Spider Lake
3.6	Site 3.6	Eight Mile Channel
3.7	Site 3.7	Little Bolton Lake
3.8	Site 3.8	Reserve Extension
3.9	Site 3.9	Molson Lake
3.10	Site 3.10	Molson Lake Point
3.11	Site 3.11	Molson Lake Beach

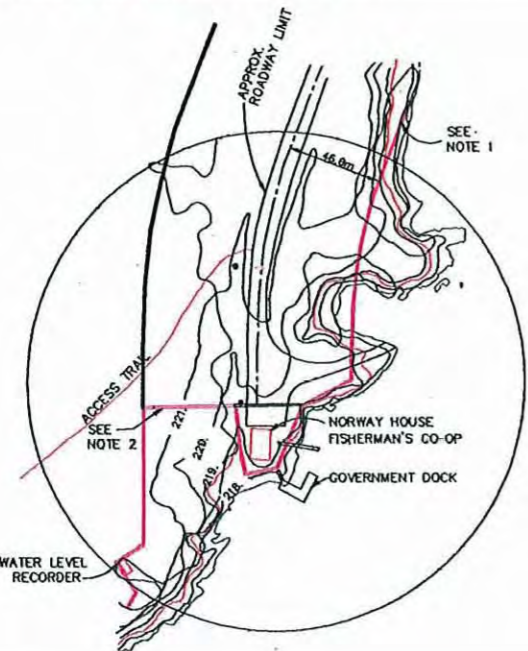
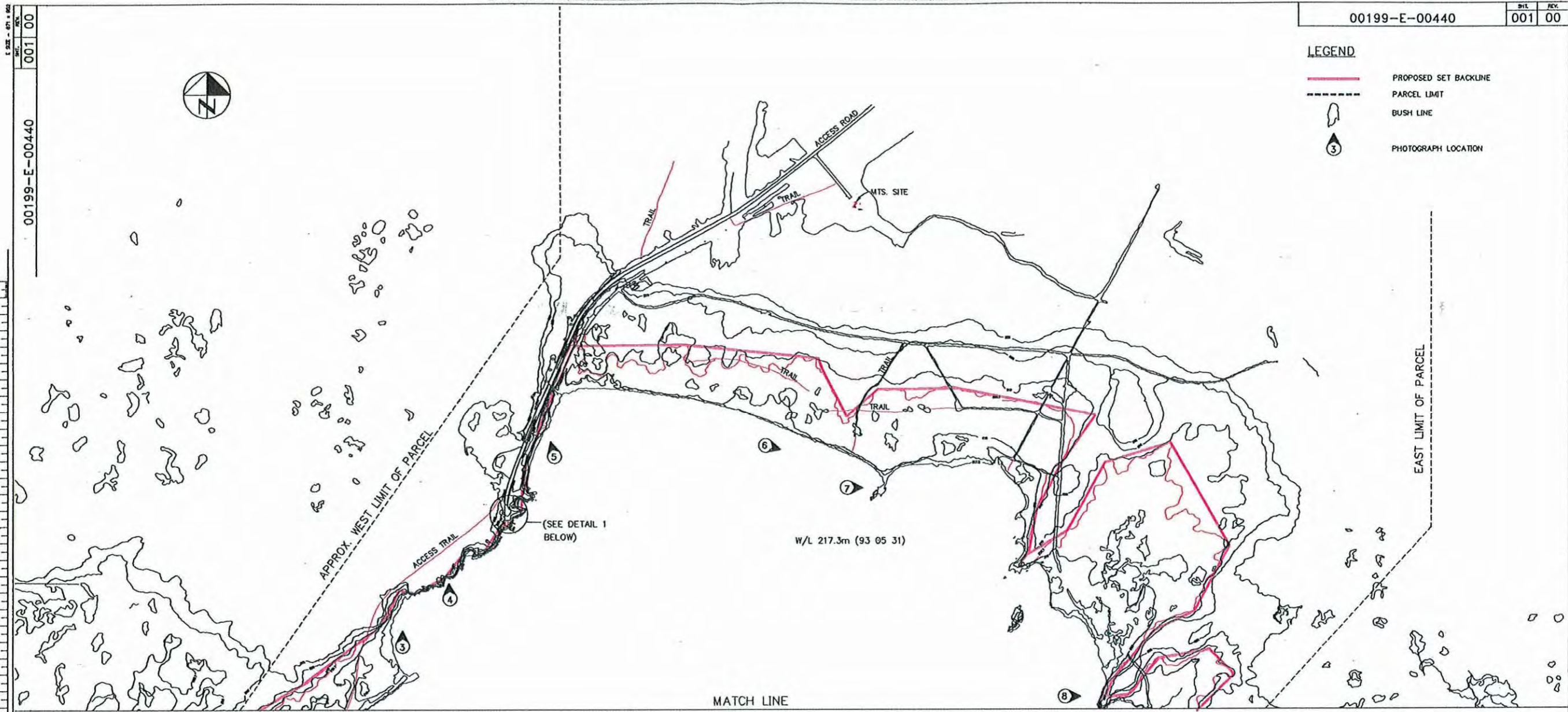
06303-B-12183	Manitoba Hydro, (Ice Boom Area)
06303-A-11978	Manitoba Hydro, (Baker Lake Transmission Lines)

Additional Plans:

00199-E-00440	Manitoba Hydro Proposed Setback Lines (2 sheets)
06303-B-11973	Manitoba Hydro Transmission Line ROW Whiskey Jack
06303-B-12213	Manitoba Hydro Access ROW Whiskey Jack
06303-A-11974	Manitoba Hydro Transmission Line ROW Playgreen Point
00199-E-00441	Manitoba Hydro Proposed <b>Setback Lines</b> Playgreen Point
Plan No. 3.5A	Proposed <b>Setback Lines</b> Spider Lake
00199-B-00445	Manitoba Hydro Proposed <b>Setback Lines</b> Eight Mile Channel
00199-E-00439	Manitoba Hydro Proposed <b>Setback Lines</b> Reserve Extension (2 sheets)
00199-E-00442	Manitoba Hydro Proposed <b>Setback Lines</b> Reserve Extension (6 sheets)
00199-E-00447	Manitoba Hydro Proposed Setback Line Reserve Extension (18 sheets)
06303-C-11982	Manitoba Hydro Transmission Line ROW Reserve Extension (2 sheets)

LEGEND

-  PROPOSED SET BACKLINE
-  PARCEL LIMIT
-  BUSH LINE
-  PHOTOGRAPH LOCATION



NOTES

- 1 THE SETBACK LINE SHALL BE ACCURATELY TIED INTO THE RIGHT OF WAY OF PLAN 7053 PLTO ( NORTH DIVISION ) AT TIME OF SURVEY.
- 2 PLAN 7053 SHALL BE ADJUSTED AS SHOWN TO ACCOMMODATE EXISTING FISH PLANT FACILITY AT TIME OF SURVEY.
- 3 SETBACK LINE SHALL BE OFFSET 15 m BEYOND WATER LEVEL RECORDER BUILDING AS SHOWN.

NO.	DATE	REVISIONS	BY	CHK.	APP.
CIVIL		ORIGINAL DRAWING			
GEOTECHNICAL		SIGNED			
ELECTRICAL	95 03 08				
F.P. ENGINEER		BY	E.G.PUDSEY		
MEDICAL		DRAWN	J.P.S.		
DISTRIBUTION		CHECK	E.G.P.		
PROJECT		SCALE	1:5000		
CONSTRUCTION		DATE	94 05 01		
MANAGER	A.K				

MANITOBA HYDRO  
ENGINEERING AND CONSTRUCTION

NORWAY HOUSE LAND EXCHANGE

SITE 3.1 - WHISKEY JACK





PROPOSED SETBACK LINE

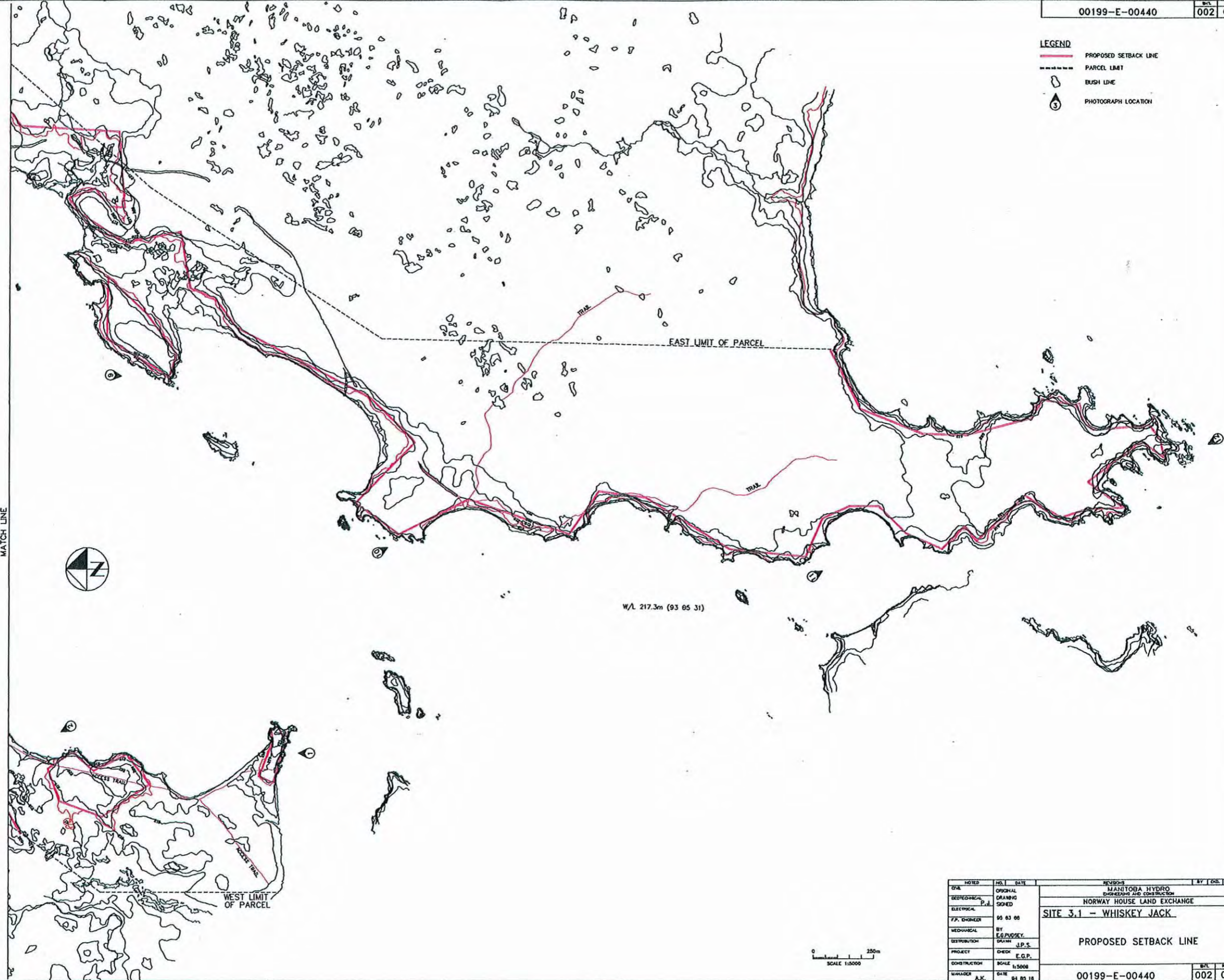
FOR INFORMATION USE ONLY

E. SIZE - 47.1 x 62.1

SHT. NO. 001 00

00199-E-00440

- LEGEND**
-  PROPOSED SETBACK LINE
  -  PARCEL LIMIT
  -  BUSH LINE
  -  PHOTOGRAPH LOCATION



NOTED	NO.	DATE	BY	CHK.	APP.
CIVIL	ORIGINAL				
GEOTECHNICAL	DRAWING				
SIGNED					
ELECTRICAL					
F.P. ENGINEER	05 03 00				
MEDICAL	BY				
DISTRIBUTION	DRAMA				
PROJECT	CHECK				
CONSTRUCTION	SCALE				
MANAGER	DATE				
A.K.	04 05 18				

MANITOBA HYDRO ENGINEERING AND CONSTRUCTION	
NORWAY HOUSE LAND EXCHANGE	
SITE 3.1 - WHISKEY JACK	
PROPOSED SETBACK LINE	
00199-E-00440	002 00

0 250m  
SCALE 1:5000





# NORTHERN FLOOD AGREEMENT

NORWAY HOUSE CREE NATION  
COMPENSATION LANDS

TRANSMISSION LINE EASEMENTS

IN THE VICINITY OF THE JCT. OF PUBLIC ROAD  
PLANS 7051 AND 7004 NLTO, WHISKEY JACK

SCALE 1 : 30,000



## LEGEND

COMPENSATION LAND BOUNDARIES

FUTURE TRANSMISSION-LINE EASEMENT  
REQUIRED SHOWN THUS

### NOTE:

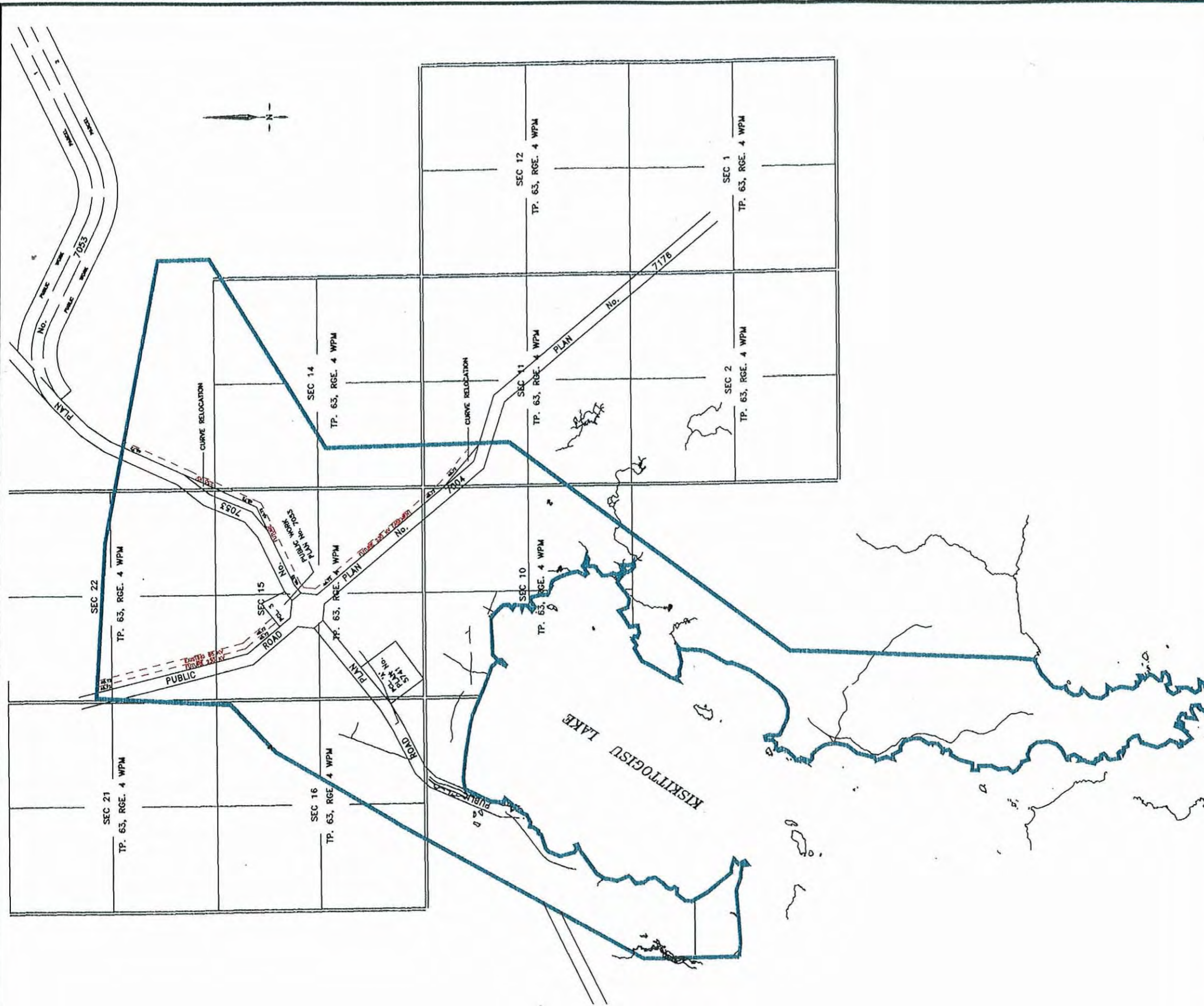
EXISTING PUBLIC ROAD RIGHT-OF-WAY PLANS 7053 & 7004 NLTO ARE 91.44 METRES IN PERP. WIDTH

FUTURE EASEMENT 45.72 METRES IN PERP. WIDTH. IN PERP. WIDTH.

PCL. 'A' PLAN 5741 NLTO IS M.T.S. TOWER SITE.

TOWNSHIPS, RANGES AND SECTIONS ARE APPROXIMATE LOCATION, FOR EXACT LOCATIONS SEE REGISTERED LEGAL PLANS

SHORE LINES SHOWN ARE APPROXIMATE LOCATION TAKEN FROM TOPO MAPS



DATE DRAWN APRIL 28, 1997

DRAWING NUMBER 06303-B-11973

SHEET	REVISION
01	00



MANITOBA HYDRO

PROPERTY DEPARTMENT

# NORTHERN FLOOD AGREEMENT

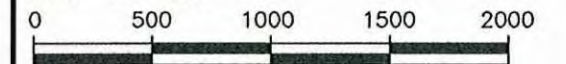
NORWAY HOUSE CREE NATION

COMPENSATION LANDS

FUTURE ACCESS EASEMENTS

IN THE VICINITY OF THE JCT. OF PUBLIC ROAD  
PLANS 7051 AND 7004 NLTO, WHISKEY JACK

SCALE 1 : 30,000



## LEGEND

COMPENSATION LAND BOUNDARIES

FUTURE ACCESS RIGHT-OF-WAY  
REQUIRED SHOWN THUS

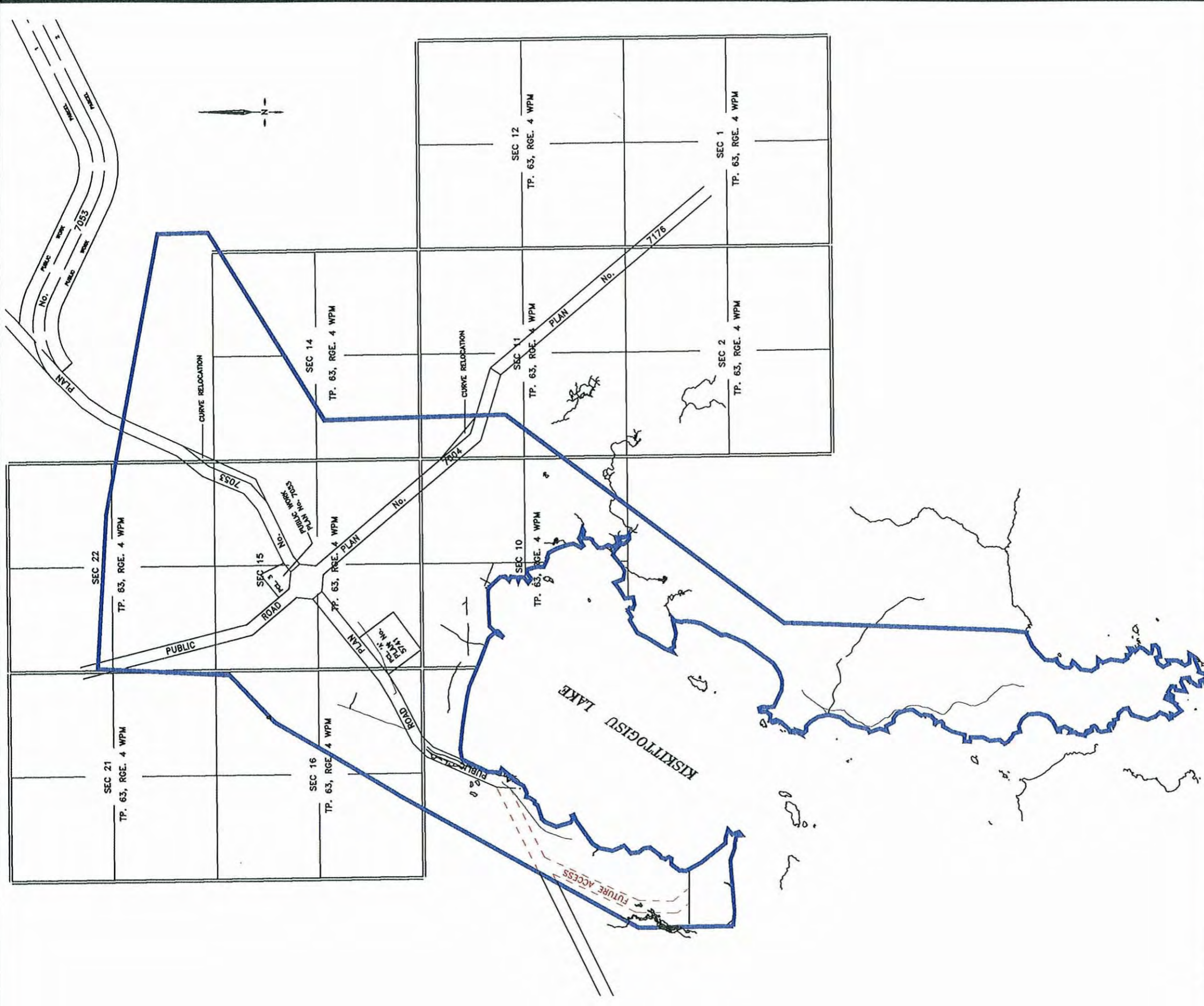
### NOTE:

EXISTING PUBLIC ROAD RIGHT-OF-WAY PLANS 7053  
& 7004 NLTO ARE 91.44 METRES IN PERP. WIDTH

PCL. 'A' PLAN 5741 NLTO IS M.T.S. TOWER SITE.

TOWNSHIPS, RANGES AND SECTIONS ARE  
APPROXIMATE LOCATION, FOR EXACT LOCATIONS  
SEE REGISTERED LEGAL PLANS

SHORE LINES SHOWN ARE APPROXIMATE LOCATION TAKEN  
FROM TOPO MAPS



DATE DRAWN OCTOBER 1st, 1996

DRAWING NUMBER 06303-B-12213

SHEET	REVISION
01	00



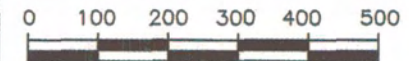
MANITOBA HYDRO

PROPERTY DEPARTMENT

NORTHERN FLOOD AGREEMENT  
NORWAY HOUSE CREE NATION  
COMPENSATION LANDS  
TRANSMISSION LINE EASEMENT

IN THE VICINITY OF THE PLAYGREEN POINT  
UNSURVEYED SECTION 22, TWP. 56, RGE 4 W.P.M.

SCALE 1 : 10,000



LEGEND

COMPENSATION LAND BOUNDARIES

RIGHT-OF-WAY SHOWN THIS

NOTE:

PCLS. 'A' & 'B' PLAN 7309 NLTO IS WATER LOT  
AND WHARF SITE

MANITOBA HYDRO RIGHT-OF-WAY REQUIREMENTS ARE  
30.48 METRES IN PERP. WIDTH

TOWNSHIPS, RANGES AND SECTIONS ARE APPROXIMATE LOCATION,  
FOR EXACT LOCATION SEE REGISTERED LEGAL PLANS

SHORE LINES SHOWN ARE APPROXIMATE LOCATION TAKEN  
FROM TOPO MAPS

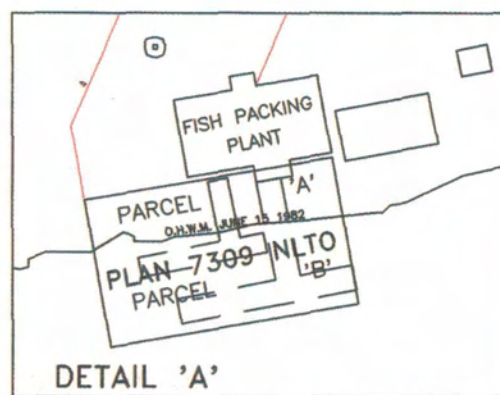
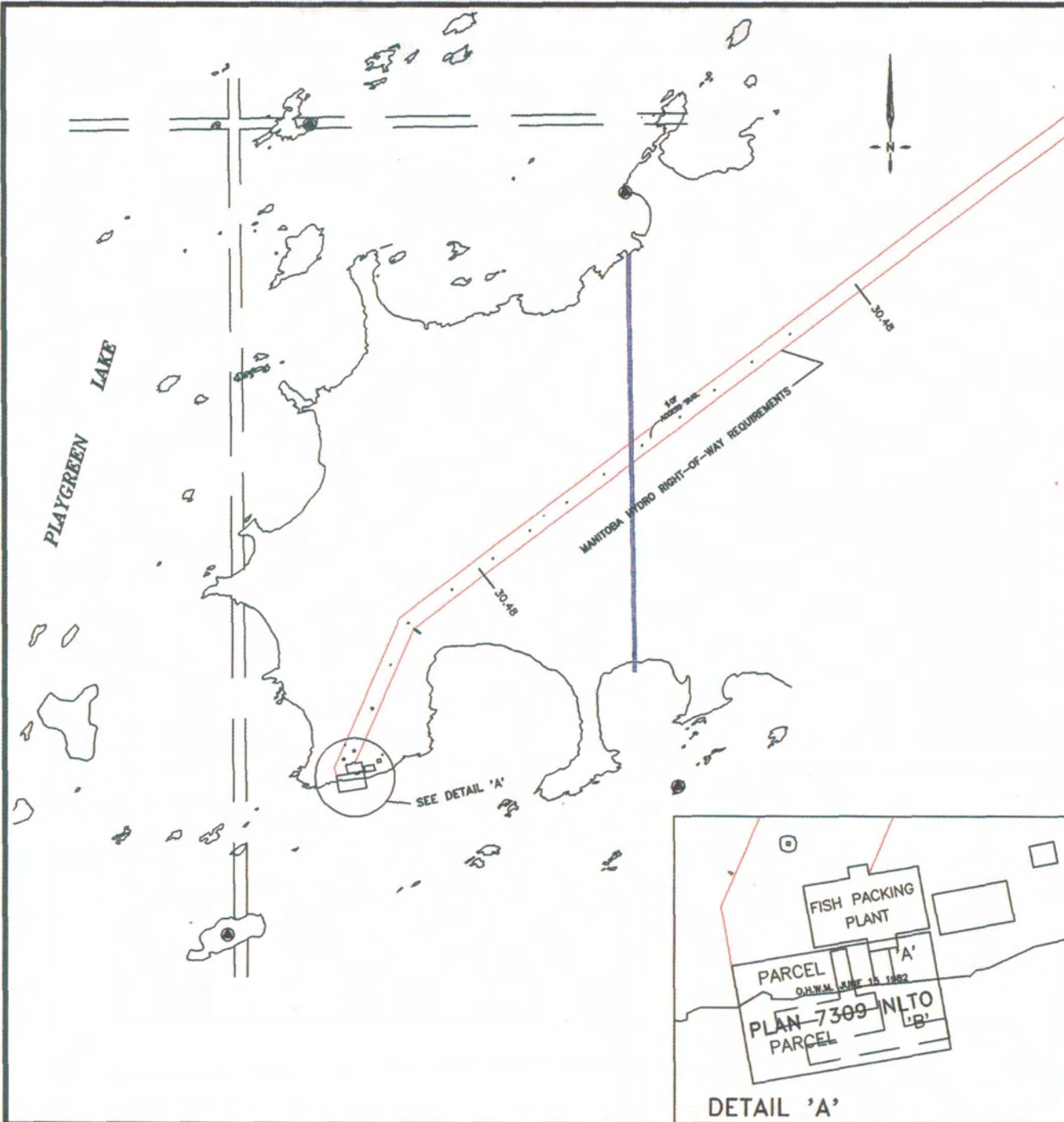
DATE DRAWN JULY 31, 1996

DRAWING NUMBER

06303-A-11974

SHEET REVISION

01 00



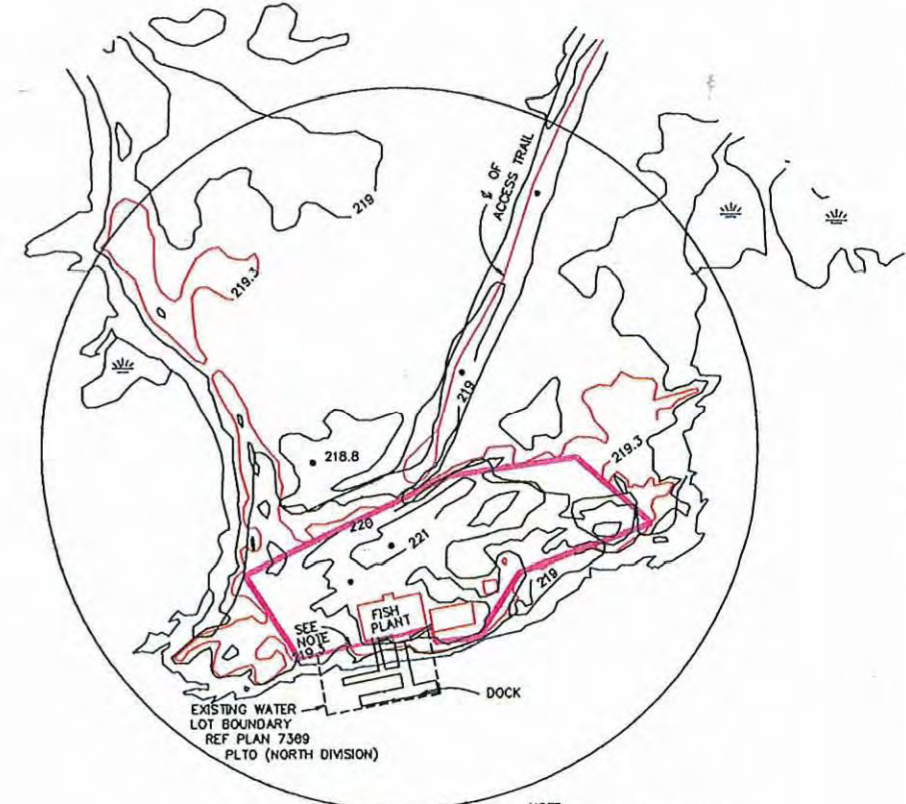
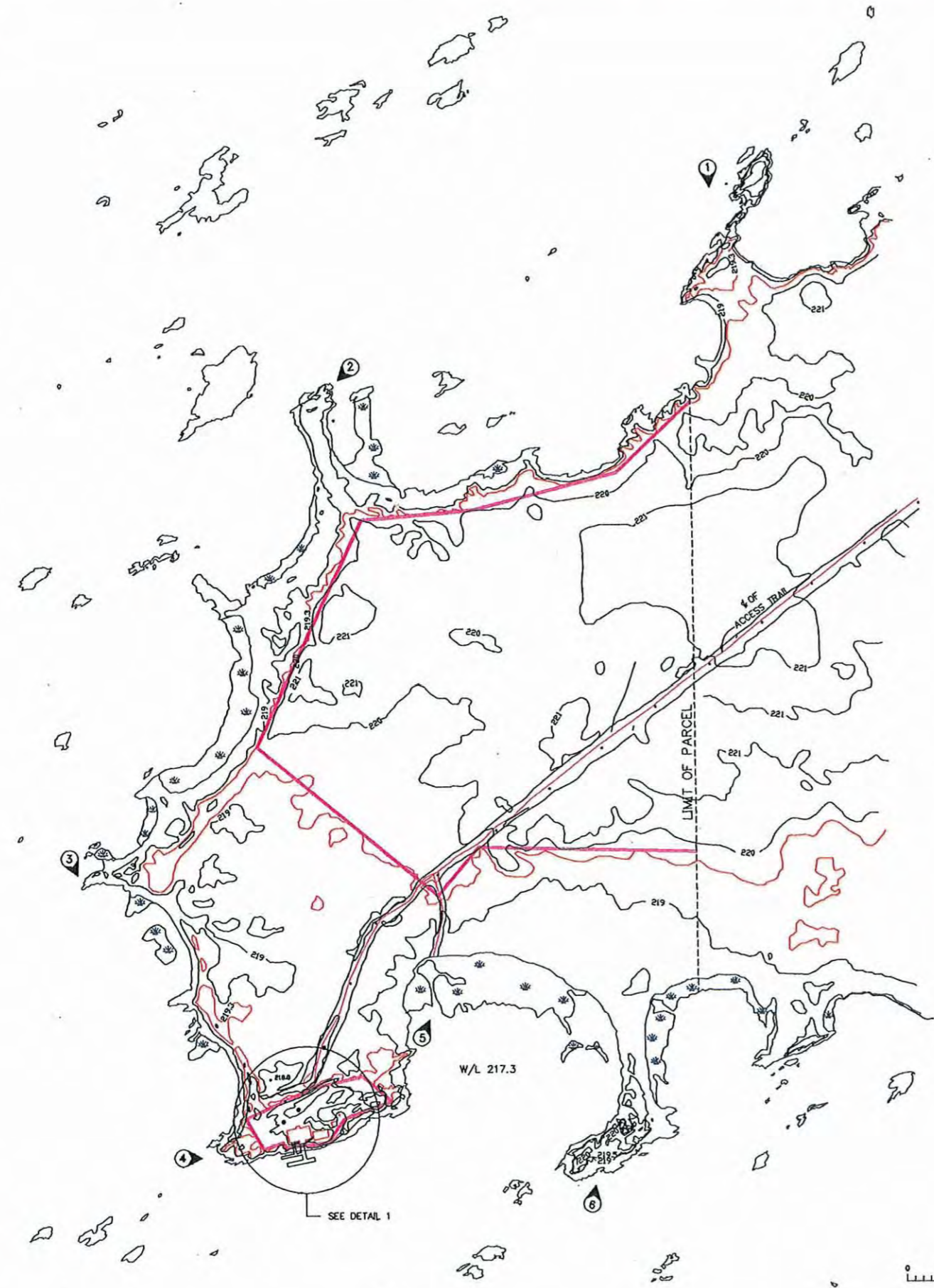
DETAIL 'A'

00199-E-00441



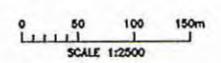
**LEGEND**

- PROPOSED SETBACK LINE
- PARCEL LIMIT
- BUSH LINE
- PHOTOGRAPH LOCATION
- MARSH



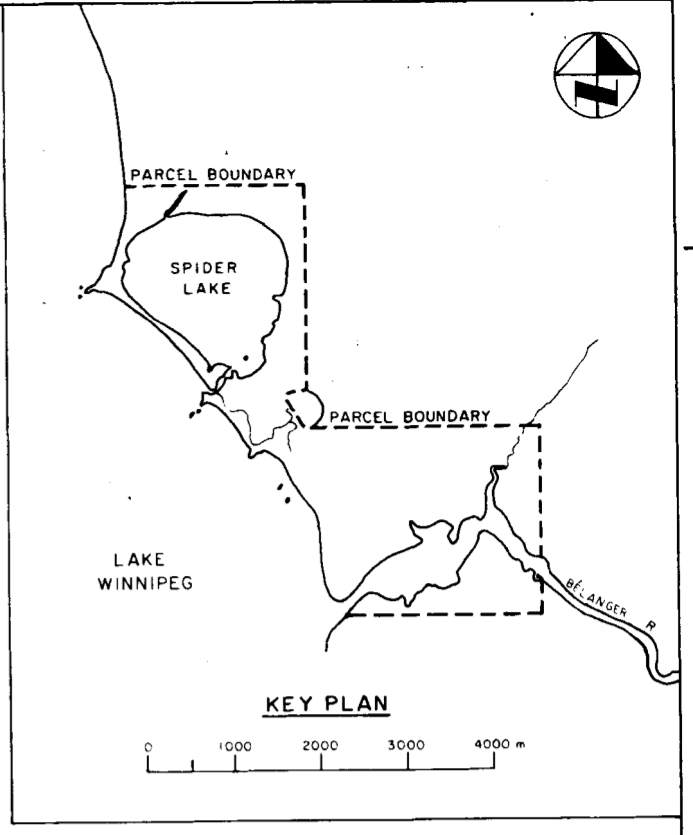
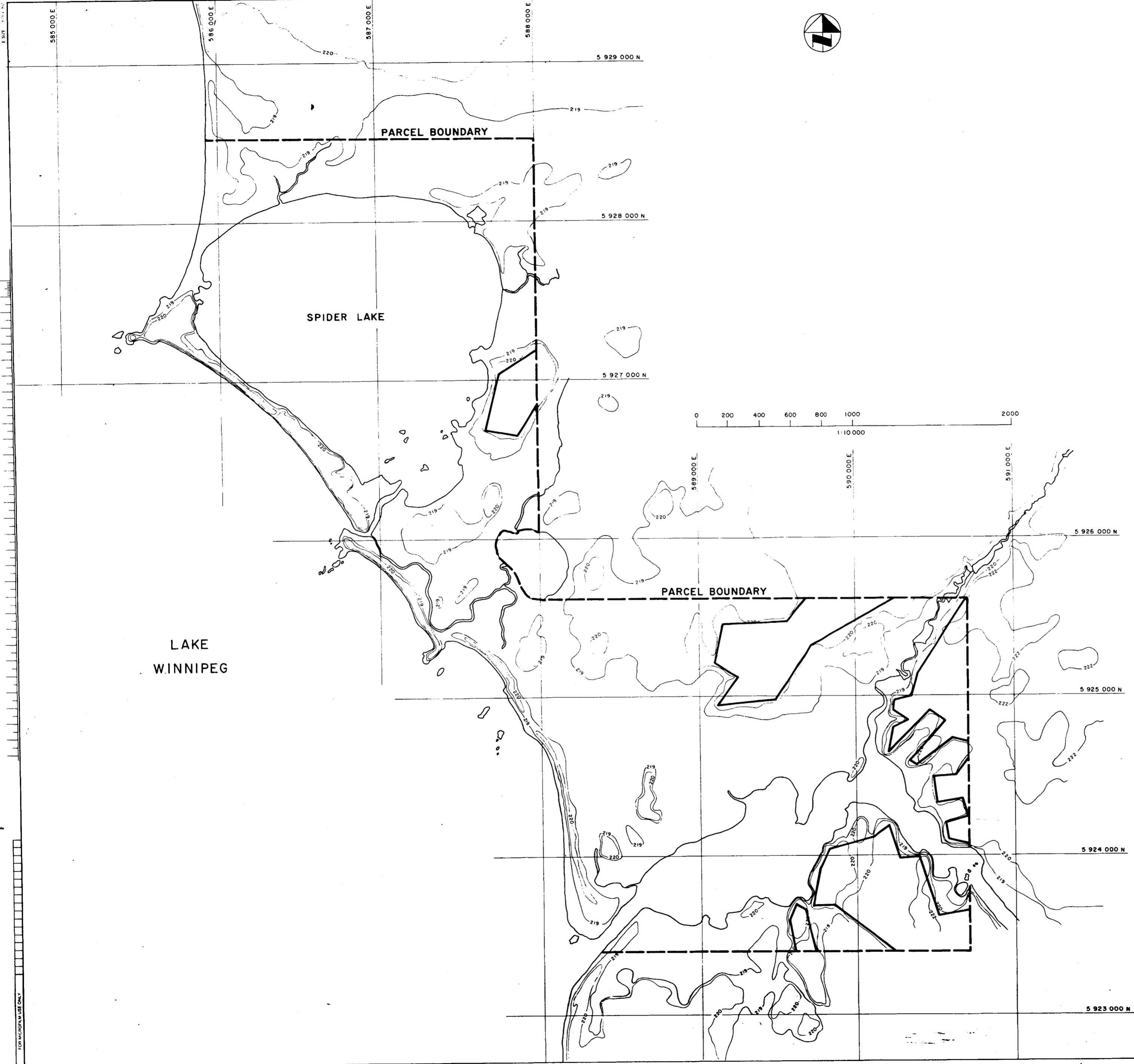
**DETAIL 1**  
0 25 50 75  
SCALE 1:1250

**NOTE**  
THE SETBACK LINE SHALL BE ACCURATELY TIED INTO EXISTING WATER LOT BOUNDARY PLAN AT TIME OF FIELD SURVEY.



NOTED	NO.	DATE	REVISIONS	BY	CHK.	APP.
CIVIL	ORIGINAL		MANITOBA HYDRO			
GEOTECHNICAL	DRAWING		NORWAY HOUSE LAND EXCHANGE			
ELECTRICAL	P.L.		SITE 3.4 - PLAYGREEN POINT			
			PROPOSED SETBACK LINE			
F.P. DRAWER		95 03 08				
MEDICAL	BY					
	E.G. PUDSEY,					
DISTRIBUTION	DRWN					
PROJECT	CHK	J.P.S.				
CONSTRUCTION	SCALE	E.G.P.				
	1:2500					
MANAGER	DATE	94 04 26				
A.K.						
			00199-E-00441	SHL	REV.	
				001	00	

AUTOCAD ORIGINAL



**LEGEND:**  
 ——— PROPOSED SETBACK LINE  
 - - - - - PARCEL BOUNDARY

**NOTES:**  
 1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.  
 2. MAP DATA COMPILED BY PHOTOGRAMMETRIC METHODS  
 FROM 1:15840 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1990

PROVINCE OF MANITOBA  
 DEPARTMENT OF NATURAL RESOURCES  
 LAND INFORMATION CENTRE  
 SURVEY SERVICES  
 1007 CENTURY STREET  
 WINNIPEG, MB

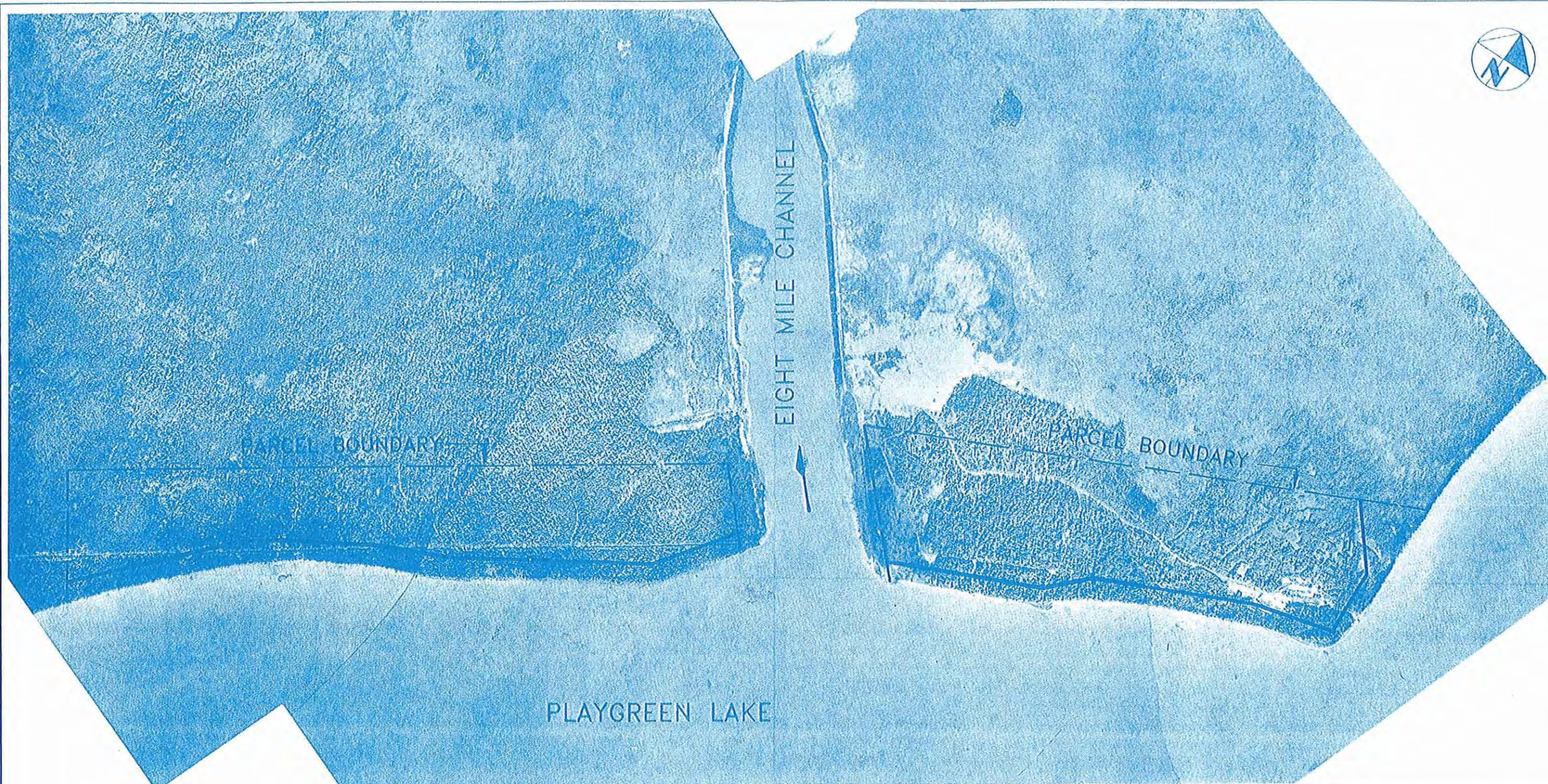
NORTHERN FLOOD AGREEMENT  
 NORWAY HOUSE CREE NATION  
 COMPENSATION LANDS

PROPOSED SETBACK LINE  
 SITE 3.5 - SPIDER LAKE

DATE DRAWN  
 SEPT. 17, 1996

PLAN No. 35A

FOR MICROFILM USE ONLY



**LEGEND**

— PROPOSED SETBACK LINE



NOTED	
CIVIL	
GEOTECHNICAL	
ELECTRICAL	
F.P. ENGINEER	
MECHANICAL	
DISTRIBUTION	DRAWN R. Mc.
PROJECT	CHECK
CONSTRUCTION	SCALE AS SHOWN
MANAGER	DATE 95 09 28

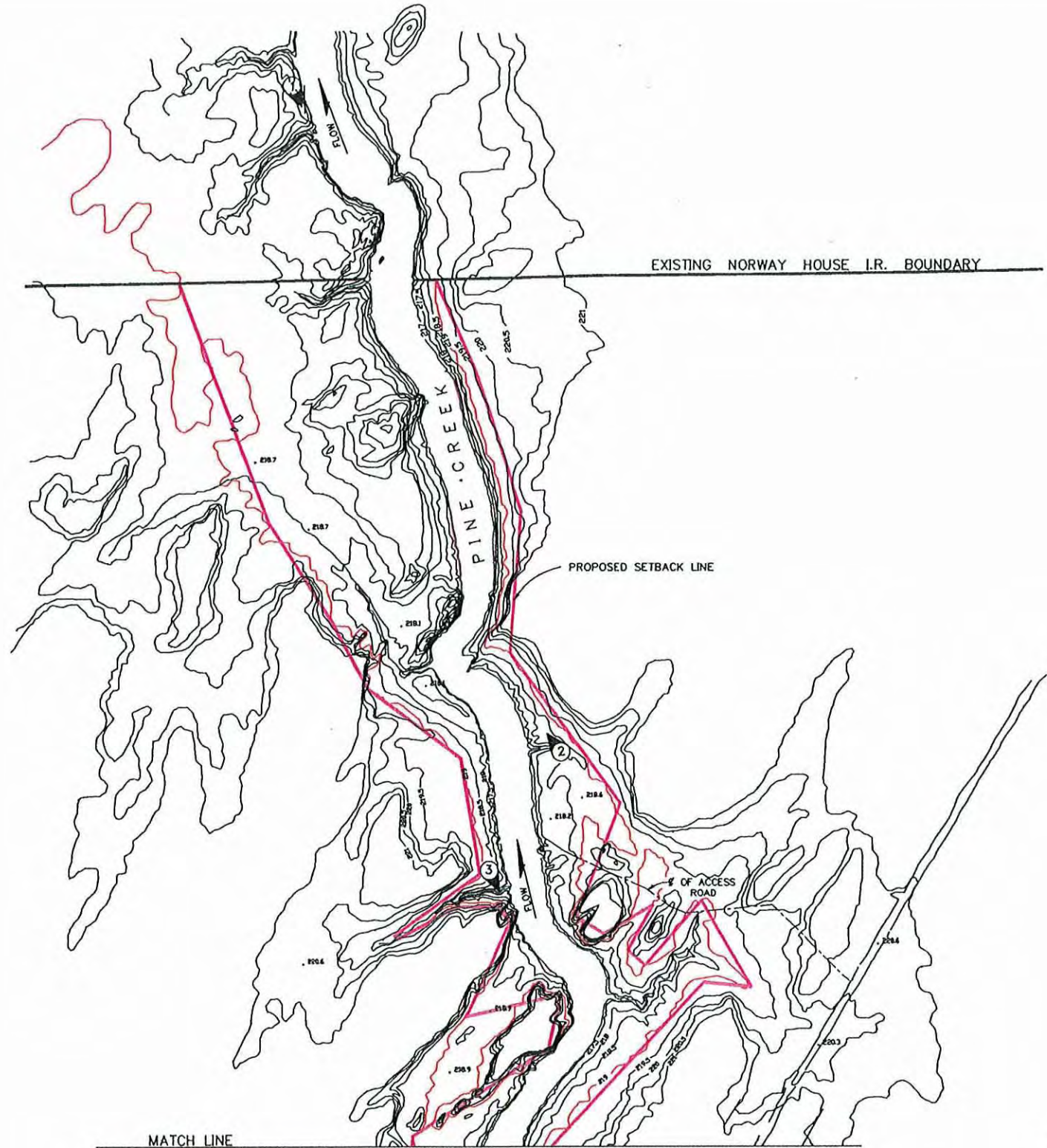
MANITOBA HYDRO ENGINEERING AND CONSTRUCTION	
LAKE WINNIPEG REGULATION	
NORWAY HOUSE LAND EXCHANGE	
SITE 3.6-EIGHT MILE CHANNEL PROPOSED SETBACK LINE	
00199-B-00445	SHT. REV. 02 00

00199-E-00439  
001 00

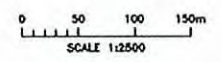
00199-E-00439  
001 00



- LEGEND**
- PROPOSED SETBACK LINE
  - LIMIT OF PARCEL
  - BUSH LINE
  - ④ PHOTOGRAPH LOCATION



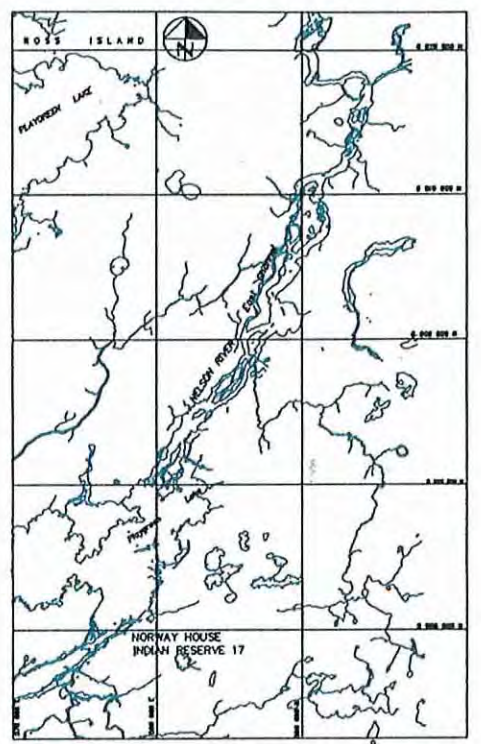
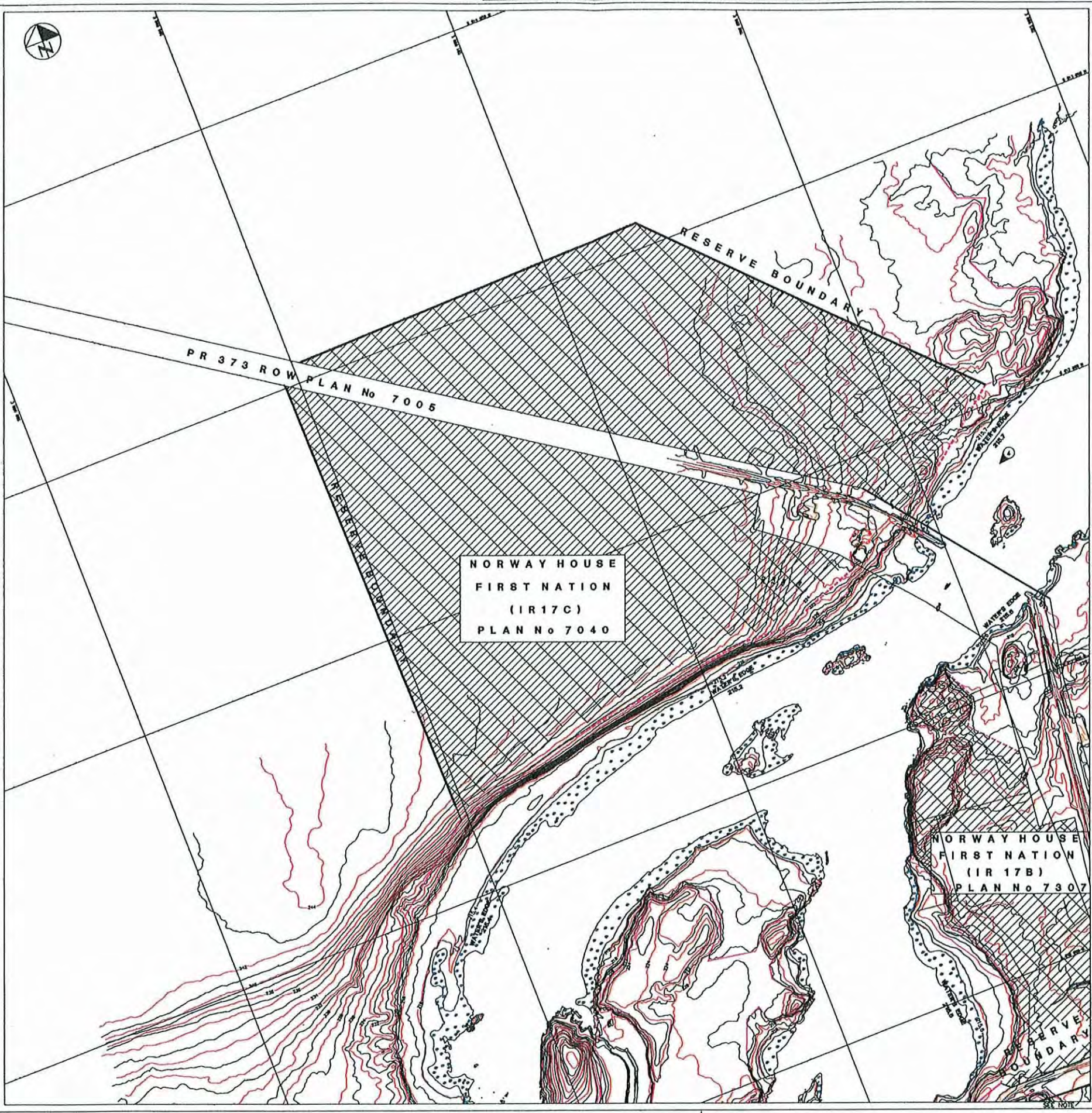
- NOTES**
- 1 ROADWAY RIGHT OF WAY IS APPROXIMATE. THE SETBACK LINE SHALL BE ACCURATELY TIED INTO RIGHT OF WAY PLAN AT TIME OF SURVEY.
  - 2 CONTOURS ARE PLOTTED TO A HALF-METRE CONTOUR INTERVAL.



REVISION		REVISED TITLE		BY	CHK.	APP.
NO.	DATE					
1	95 03 19	MANITOBA HYDRO ENGINEERING AND CONSTRUCTION				
2	95 03 88	NORWAY HOUSE LAND EXCHANGE				
3	95 03 88	SITE 3.8 - RESERVE EXTENSION				
4		(PINE CREEK)				
5		PROPOSED SETBACK LINE				
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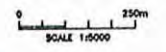
KEY MAP (N.T.S.)

INDICATES AREA COVERED BY THIS SHEET.

LEGEND

- PROPOSED SETBACK LINE
- EXISTING SETBACK LINE
- BUSH LINE
- MARSH
- PHOTOGRAPH LOCATION

NOTE  
ROADWAY RIGHT OF WAY IS APPROXIMATE. THE SETBACK LINE SHALL BE ACCURATELY TIED INTO THE RIGHT OF WAY PLAN AT TIME OF SURVEY.

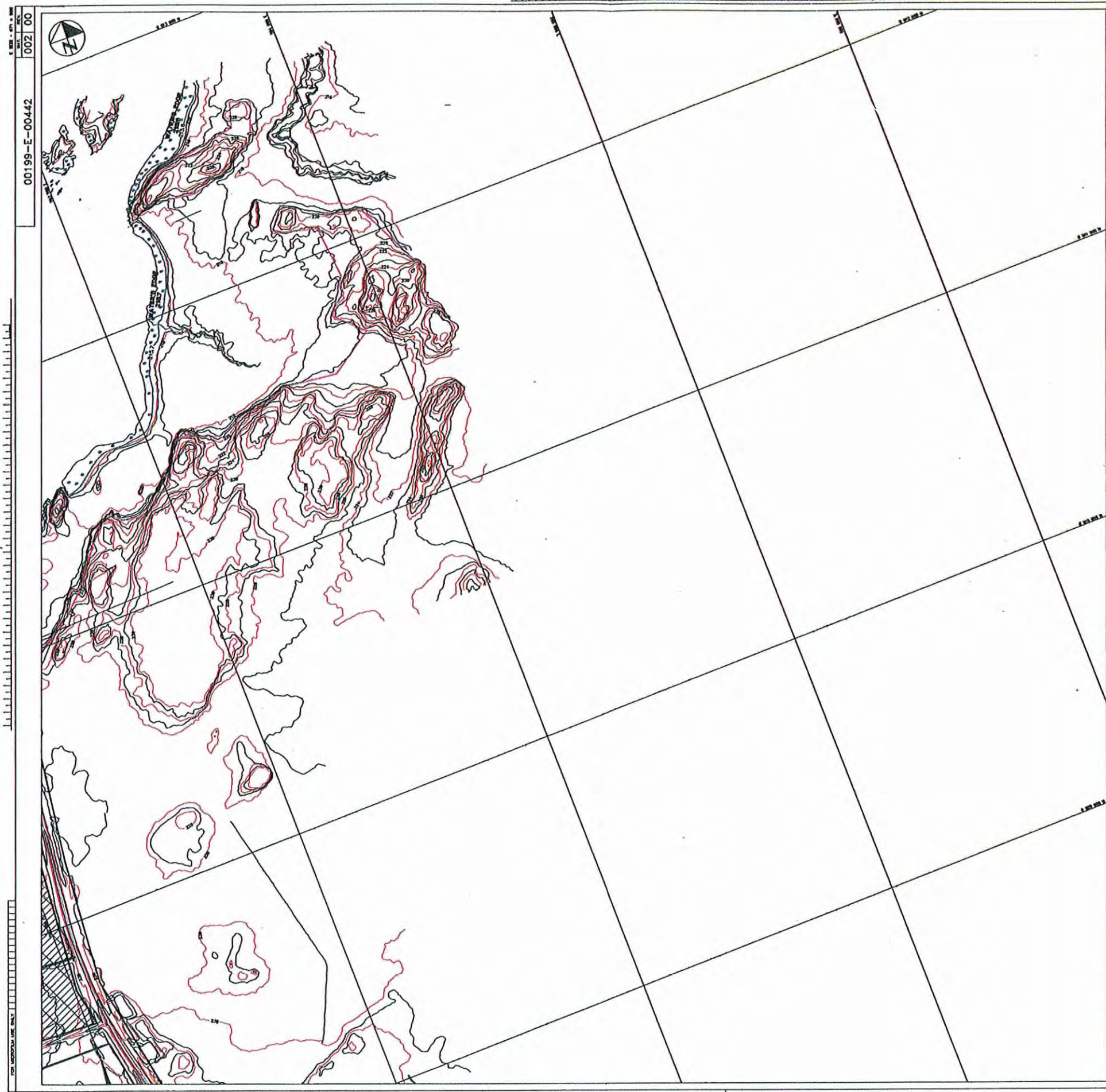


**PRELIMINARY**

SHEET 1 OF 6

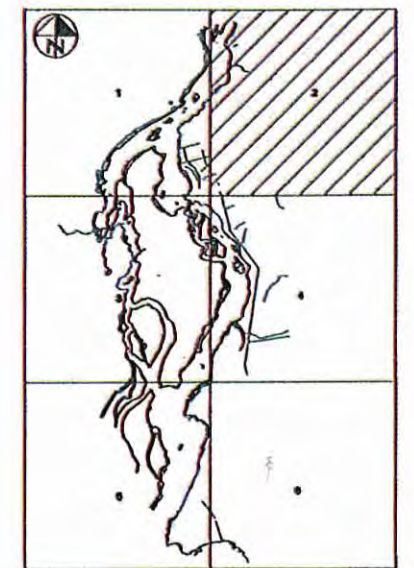
NOTED	NO.	DATE	REVISIONS
CIVIL			MANITOBA HYDRO ENGINEERING AND CONSTRUCTION
GEOLOGICAL			NORWAY HOUSE LAND EXCHANGE
ELECTRICAL			SITE 3.8 RESERVE EXTENSION (SEA FALLS)
P.P. ENGINEER			PROPOSED SETBACK LINE
MECHANICAL			
DISTRIBUTION	DRAWN	J.P.S.	
PROJECT	CHECK		
CONSTRUCTION	SCALE	1:5000	
MANAGER	DATE	95 10 13	

00199-E-00442	REV. 001	00
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00199-E-00442

SHEET NO. 002      REV. 00



KEY MAP  
(N.T.S.)

INDICATES AREA COVERED BY THIS SHEET.

**LEGEND**

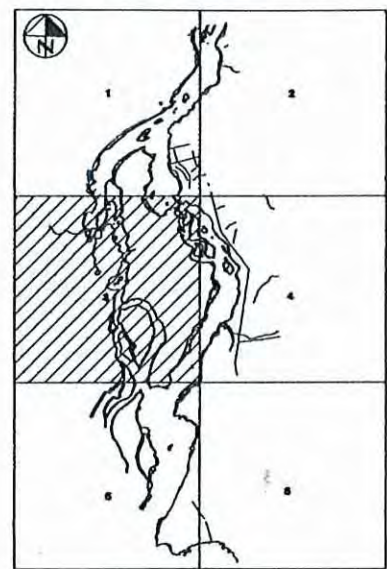
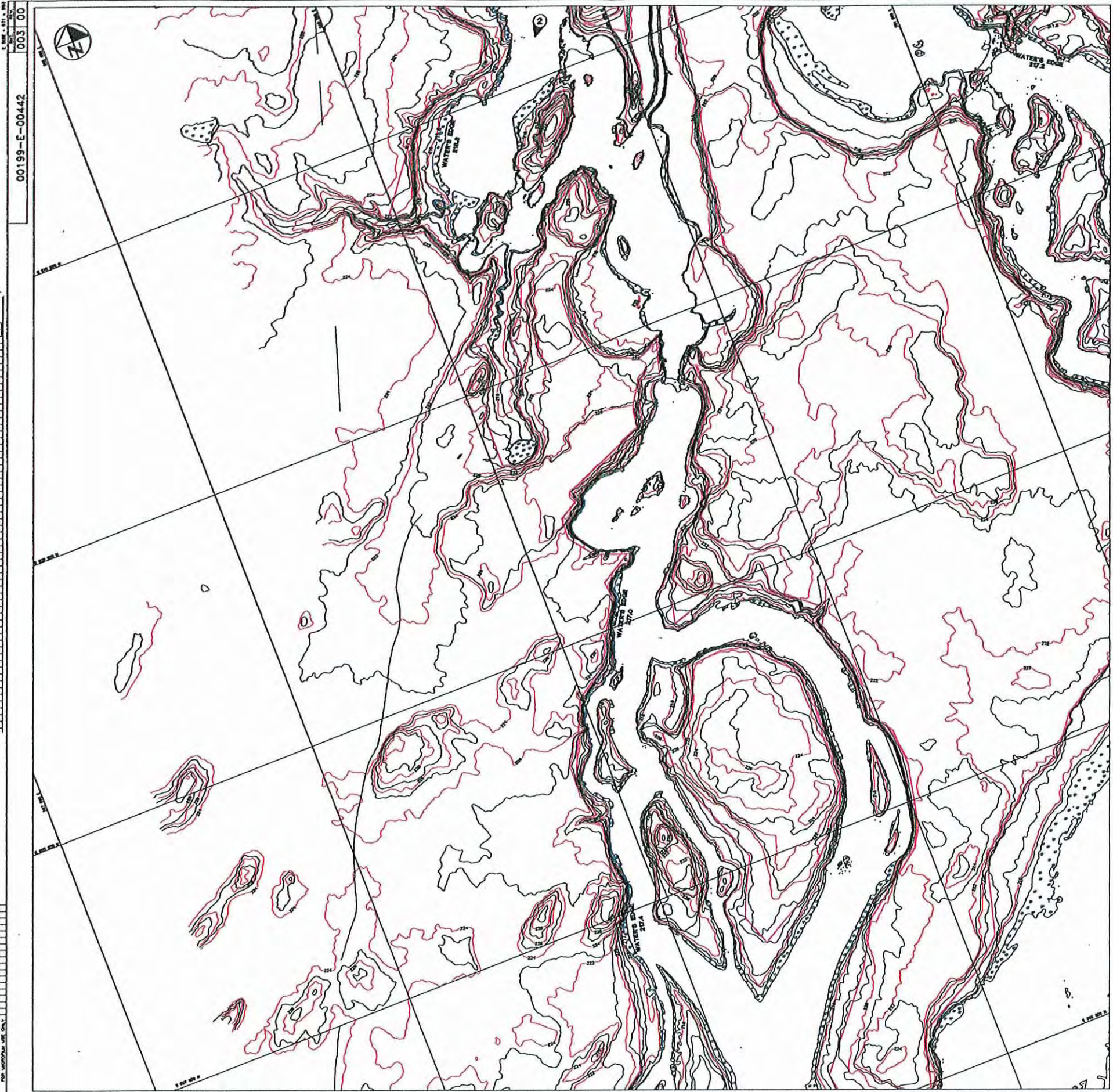
- PROPOSED SETBACK LINE
- EXISTING SETBACK LINE
- BUSH LINE
- MARSH
- PHOTOGRAPH LOCATION




**PRELIMINARY**

SHEET 2 of 8






NOTED	NO.	DATE	REVISION	BY	CHK.	APP.
GEN.			MANITOBA HYDRO			
GEOTECHNICAL			ENGINEERING AND CONSTRUCTION			
ELECTRICAL			NORWAY HOUSE LAND EXCHANGE			
P.P. ENGINEER			<b>SITE 3.8 RESERVE EXTENSION</b>			
MEDICAL			(SEA FALLS)			
DISSEMINATION			<b>PROPOSED SETBACK LINE</b>			
PROJECT						
CONSTRUCTION						
DATE						
DATE	95	11	25			
			00199-E-00442	SHEET	REV.	
				002	00	



KEY MAP  
(N.T.S.)

 INDICATES AREA COVERED BY THIS SHEET.

LEGEND

-  PROPOSED SETBACK LINE
-  EXISTING SETBACK LINE
-  BUSH LINE
-  MARSH
-  PHOTOGRAPH LOCATION

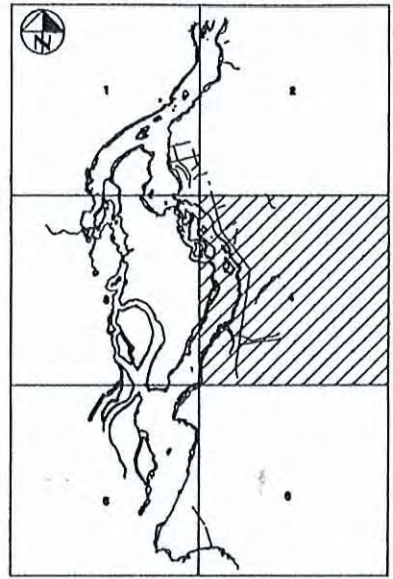
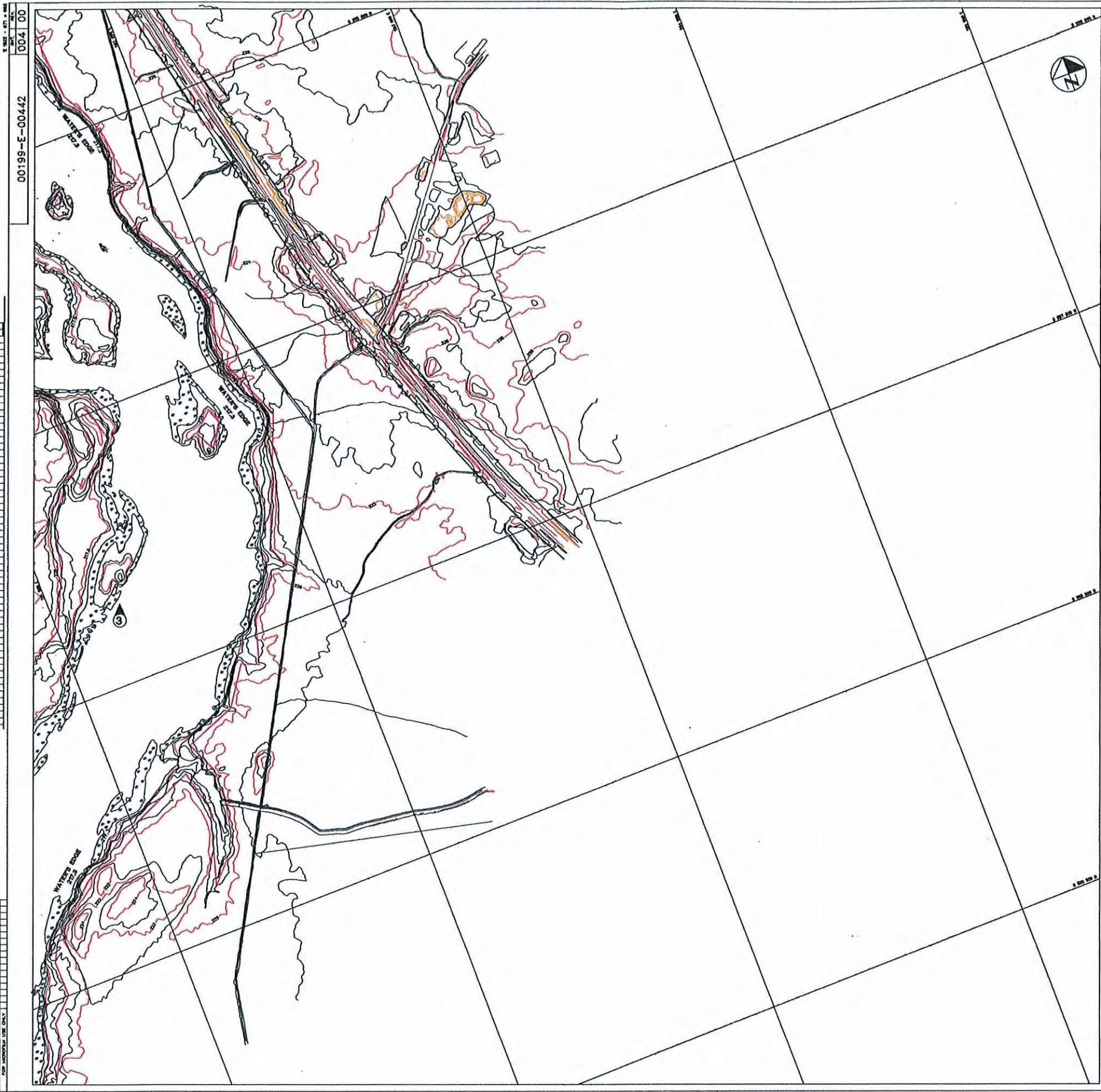
0 250m  
SCALE 1:5000

**PRELIMINARY**

SHEET 3 of 6

NOTED	NO.	DATE	BY	APP.
CIVIL				
GEOTECHNICAL				
ELECTRICAL				
P.P. ENGINEER				
MECHANICAL				
DISTRIBUTION	GRAMM	J.P.S.		
PROJECT	CHECK			
CONSTRUCTION	SCALE	1:5000		
MANAGER	DATE	95 12 18		

MANITOBA HYDRO ENGINEERING AND CONSTRUCTION	
HORWAY HOUSE LAND EXCHANGE	
SITE 3.8 RESERVE EXTENSION (SEA FALLS)	
PROPOSED SETBACK LINE	
00199-E-00442	REV. 003 00

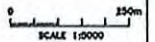


KEY MAP  
( N.T.S. )

INDICATES AREA COVERED BY THIS SHEET.

**LEGEND**

- PROPOSED SETBACK LINE
- EXISTING SETBACK LINE
- BUSH LINE
- MARSH
- PHOTOGRAPH LOCATION

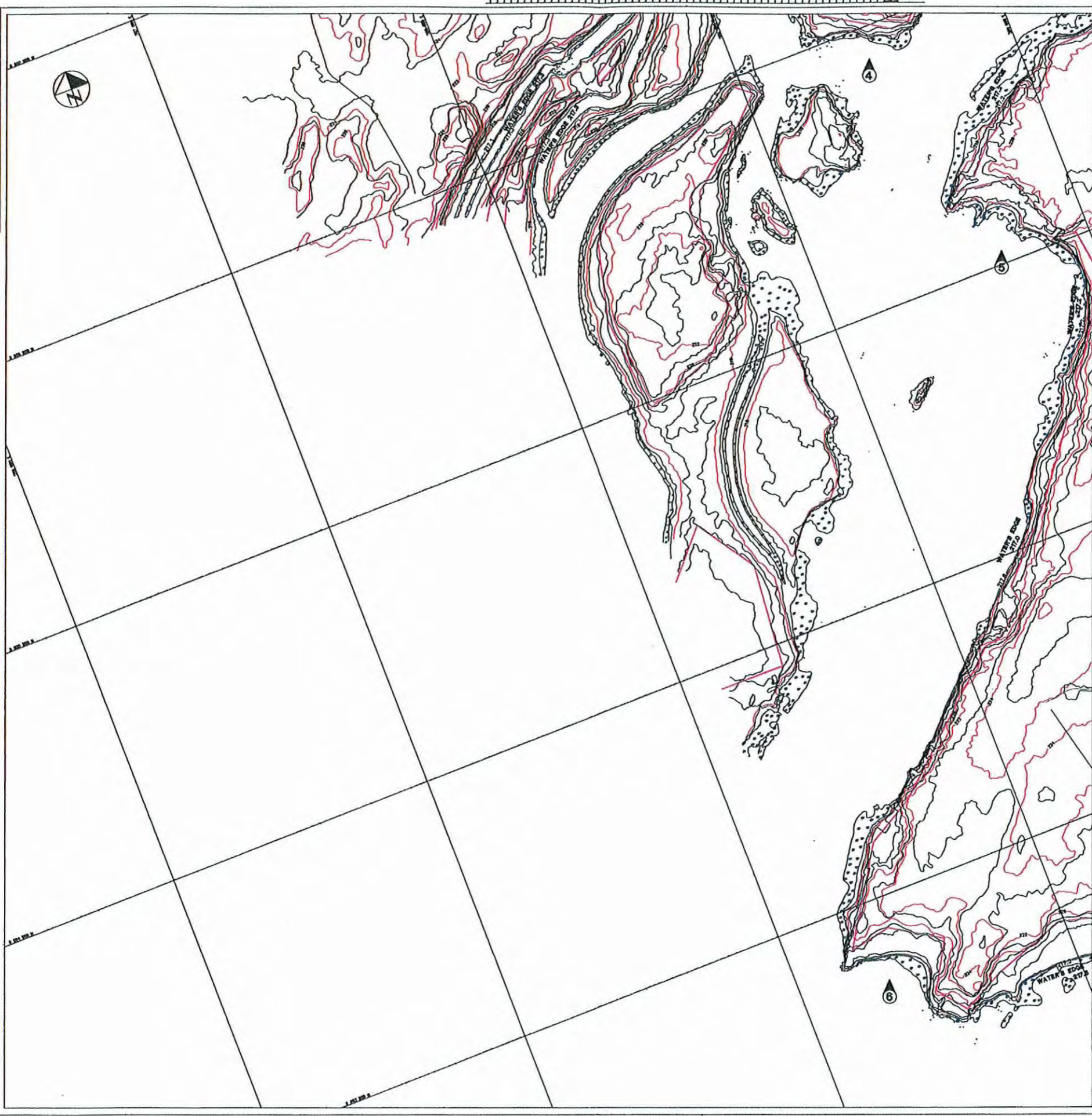


**PRELIMINARY**

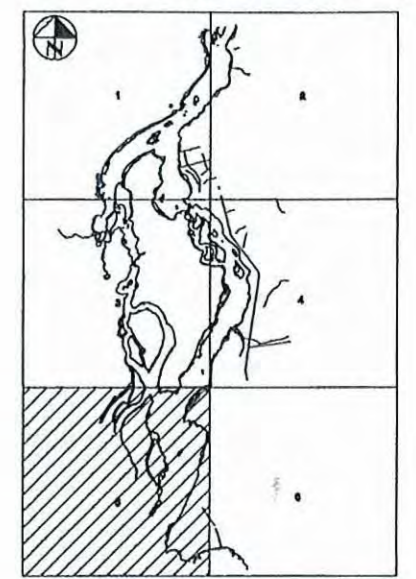
SHEET 4 of 8

DATE	NO.	DATE	REVISIONS	BY	APP.
MANITOBA HYDRO ENGINEERING AND CONSTRUCTION					
NORWAY HOUSE LAND EXCHANGE					
SITE 3.8 RESERVE EXTENSION ( SEA FALLS )					
PROPOSED SETBACK LINE					
DESIGNED					
DRAWN	J.P.E.				
CHECKED					
SCALE	1:5000				
DATE	05 11 05				
				REV.	004 00
				BY	00199-E-00442

00199-E-00442  
 005 00  
 FOR OFFICIAL USE ONLY



00199-E-00442      005 00



KEY MAP  
(N.T.S.)

INDICATES AREA COVERED BY THIS SHEET.

LEGEND

- PROPOSED SETBACK LINE
- BUSH LINE
- MARSH
- PHOTOGRAPH LOCATION

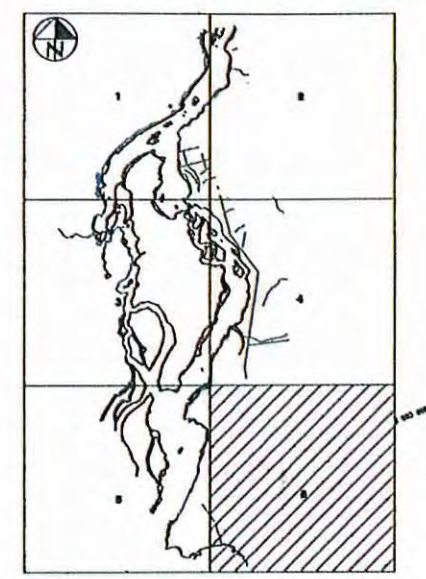
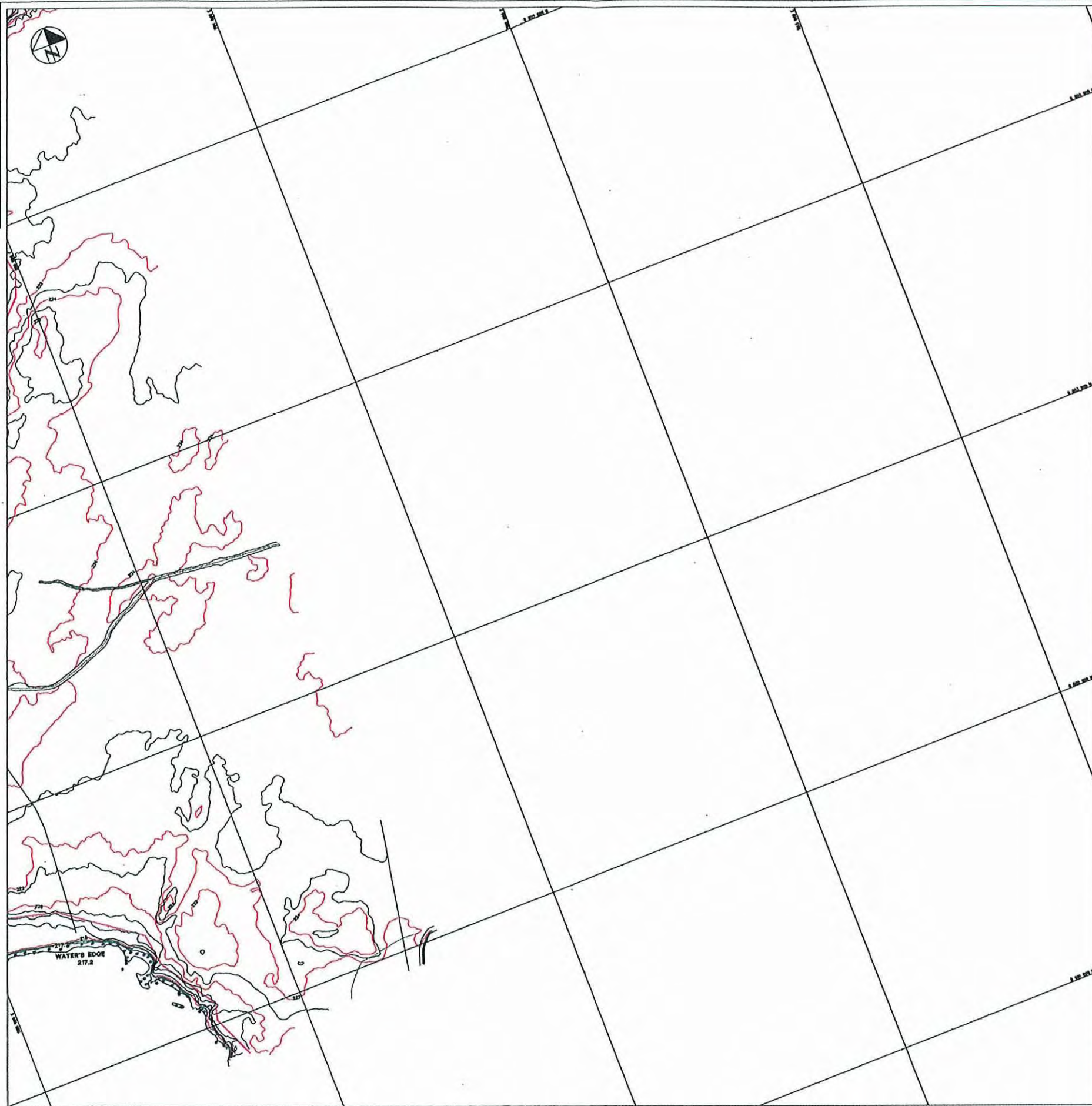
0 150m  
SCALE 1:5000

**PRELIMINARY**

SHEET 5 of 6

DESIGNED	HOL	DATE	REVISION	BY	DATE
DEVELOPED			MANITOBA HYDRO		
ELECTRICAL			ENGINEERING AND CONSTRUCTION		
P.F. ENGINEER			NORWAY HOUSE LAND EXCHANGE		
MEDICAL			SITE 3.8 RESERVE EXTENSION		
			(SEA FALLS)		
DISTRIBUTION	DRAWN	J.P.S.	PROPOSED SETBACK LINE		
PROJECT	CHECK				
CONSTRUCTION	SCALE	1:5000			
MANAGER	DATE	05 10 20	00199-E-00442	005	00

00199-E-00442 006 00



KEY MAP  
( N.T.S. )

INDICATES AREA COVERED BY THIS SHEET.

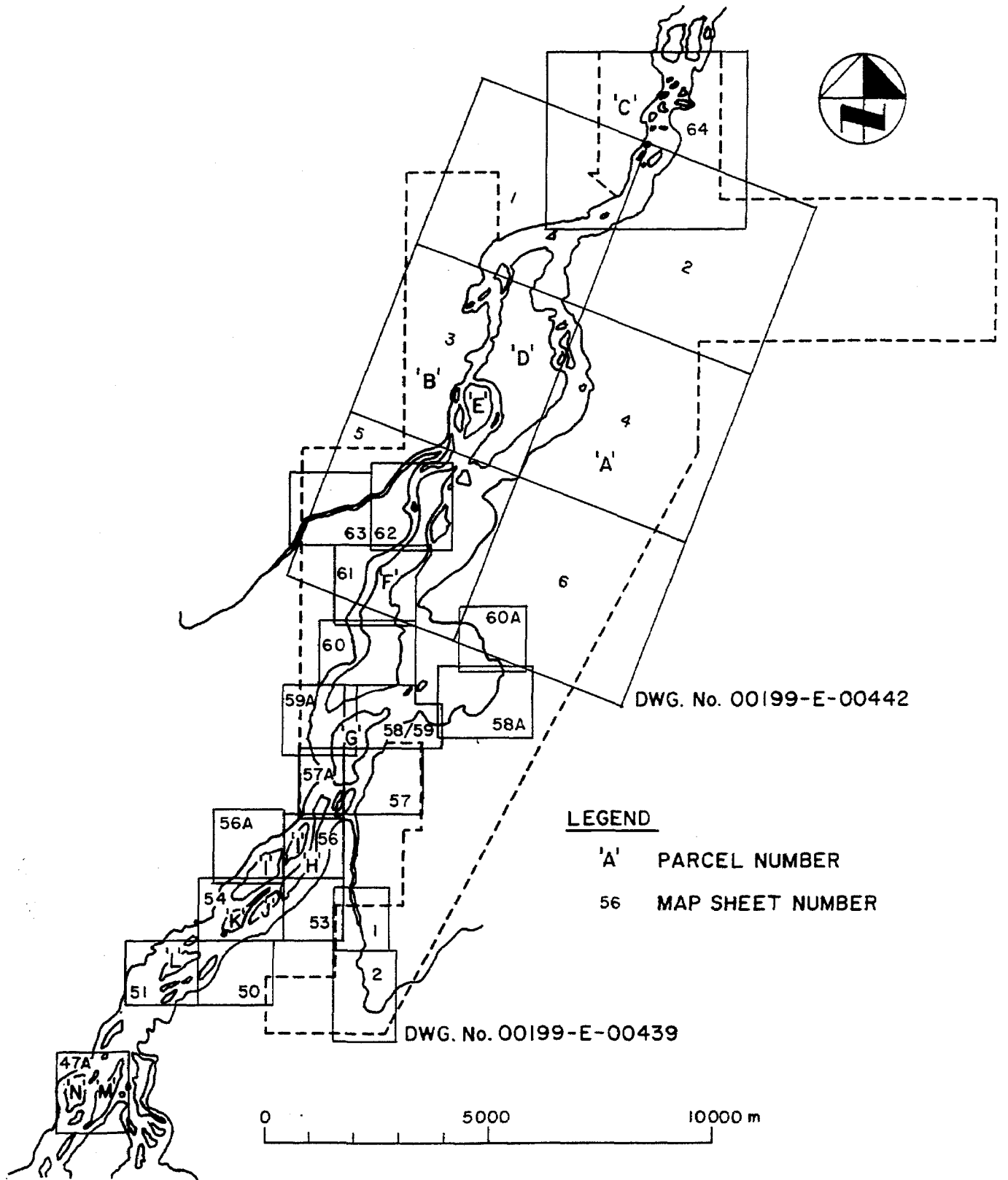
LEGEND

- PROPOSED SETBACK LINE
- EXISTING SETBACK LINE
- BUSH LINE
- MARSH
- PHOTOGRAPH LOCATION

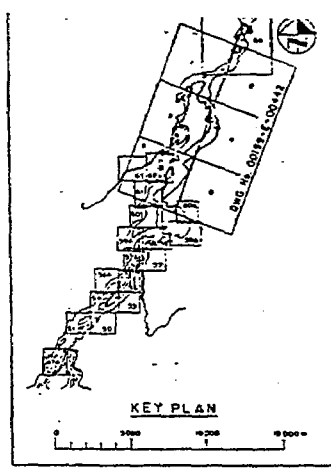
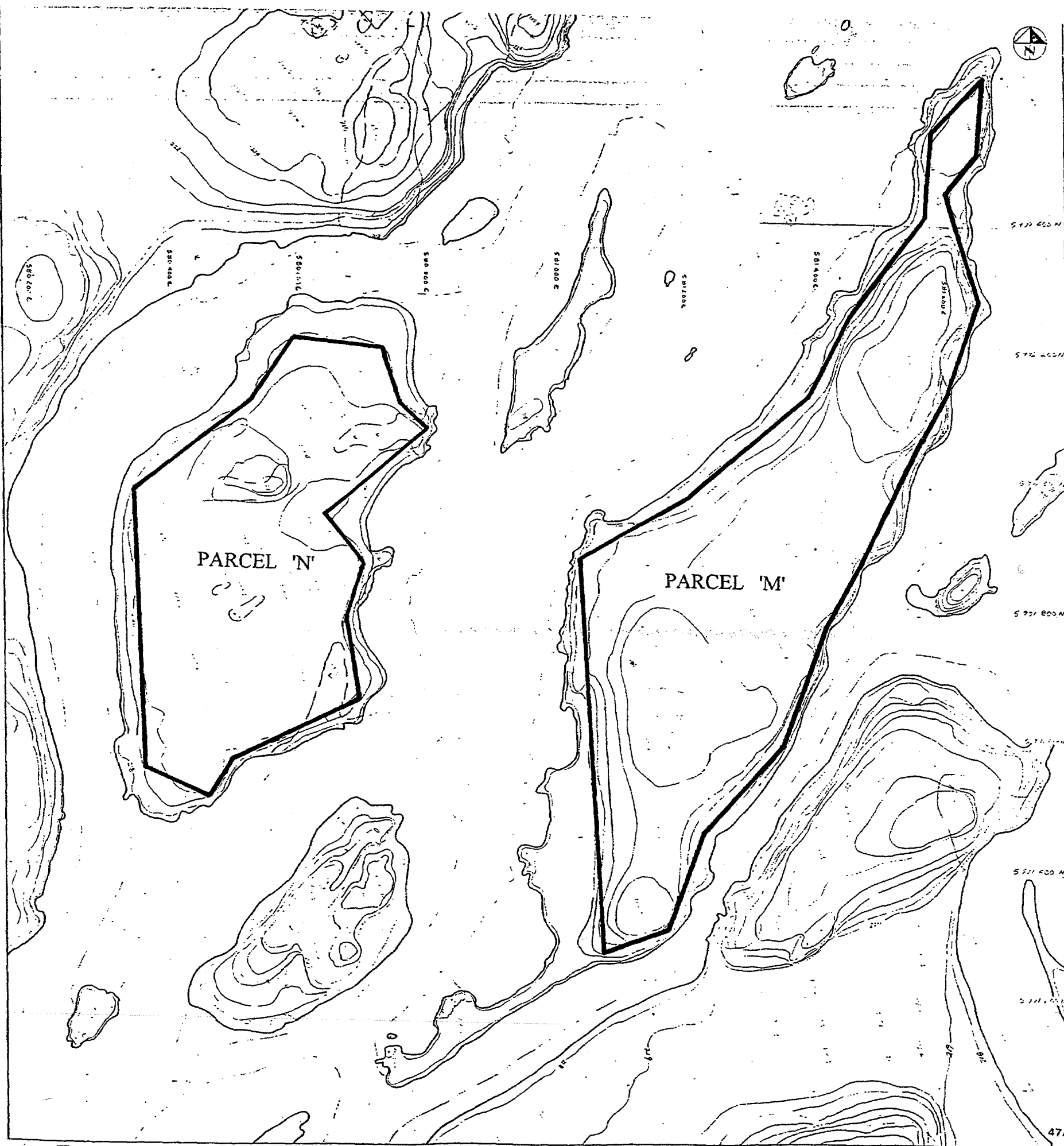
**PRELIMINARY**

SCALE 1:5000  
SHEET 6 of 6

NO.	REV.	DATE	BY	CHK.	APP.
MANITOBA HYDRO ENGINEERING AND CONSTRUCTION					
NORWAY HOUSE LAND EXCHANGE					
SITE 3.8 RESERVE EXTENSION ( SEA FALLS )					
PROPOSED SETBACK LINE					
PROJECT	SCALE	DATE	00199-E-00442		
CONSTRUCTION	SCALE	DATE	006 00		
MANAGER	DATE	95 11 15			



**NORWAY HOUSE LAND EXCHANGE**  
**SITE 3.8 RESERVE EXTENSION**  
**LOCATION PLAN**



**LEGEND:**  
 ——— PROPOSED SETBACK LINE

**NOTES:**  
 1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.  
 2. MAP DATA COMPILED BY PHOTOGRAMMETRIC METHODS FROM 1:15000 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1998.  
 3. CONTOUR INTERVAL IS 1.0 METRE.  
 4. COORDINATES SHOWN ARE ON U.T.M. GRID, NAD 83, ZONE 14.



47A

SITE 3.B. RESERVE EXTENSION	
PROPOSED SETBACK LINE	
SHEET 47A	
00199-E-00447	47A 00





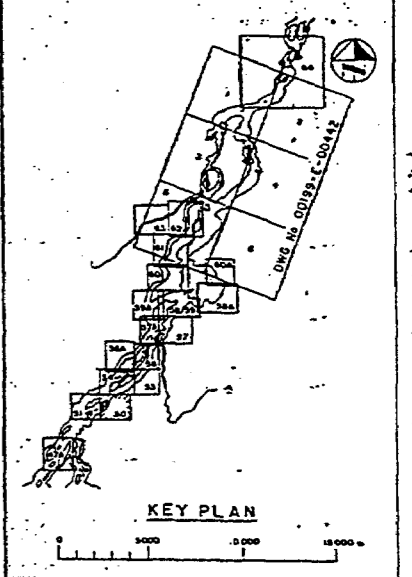
**NOTE**  
PARCEL 'L' FORMS PART  
OF THE EASEMENT

PARCEL 'L'

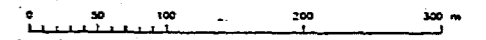
NELSON RIVER

(EAST CHANNEL)

JOINS SHEET 51

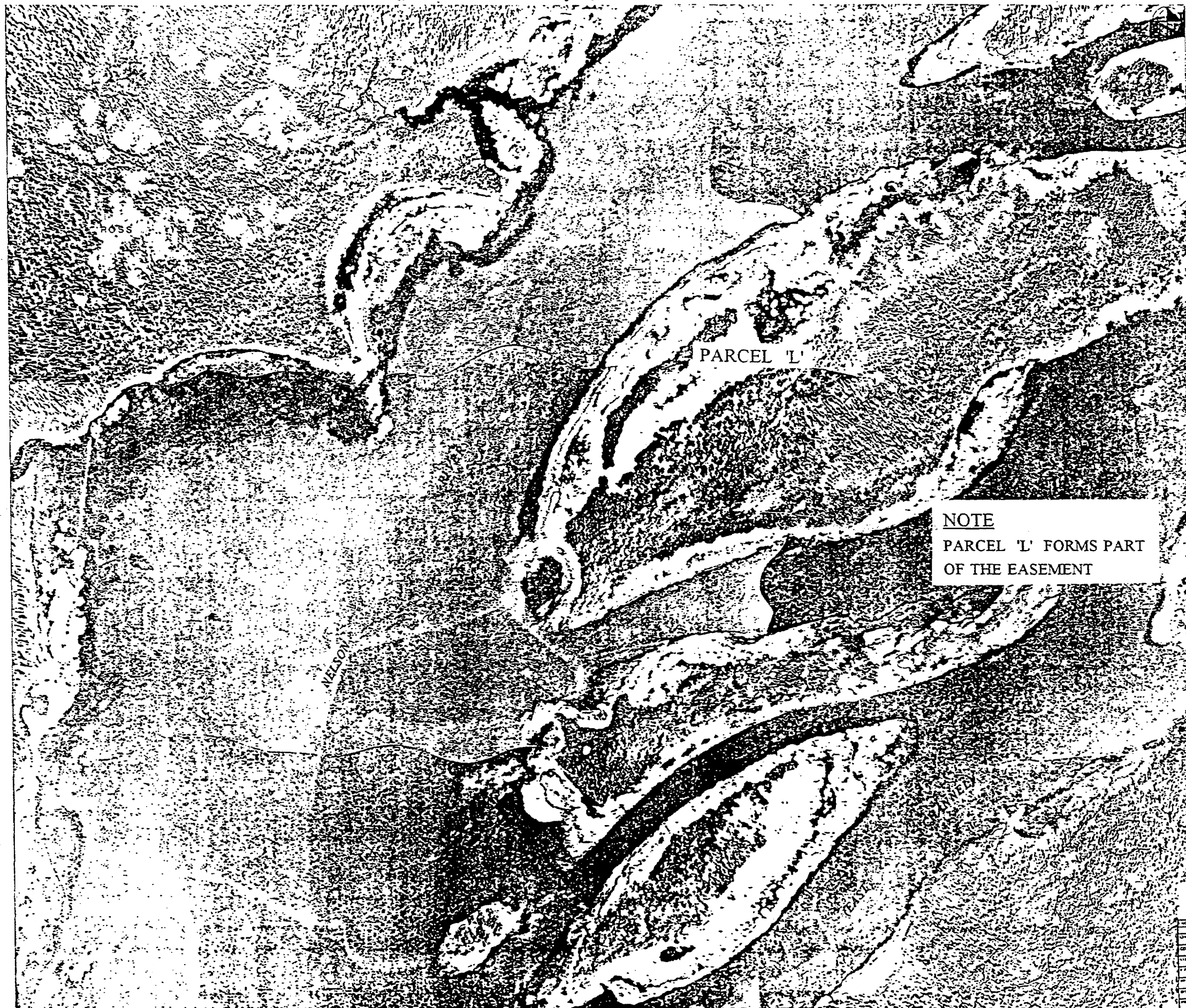


- NOTES:**
1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
  2. MAP DATA COMPILED BY PHOTOCGRAMMETRIC METHODS FROM 1:15840 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1996.
  3. CONTOUR INTERVAL IS 1.6 METRE.
  4. COORDINATES SHOWN ARE ON U.T.M. GRID, NAD 27, ZONE 14.



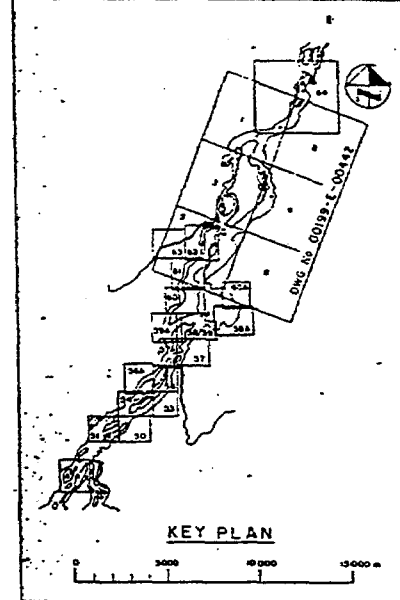
EXISTING RESERVE BOUNDARY

NO.	DATE	BY	CHKD	APPD
MANITOBA HYDRO ENGINEERING AND CONSTRUCTION NORWAY HOUSE LAND EXCHANGE				
<b>SITE 3.8. RESERVE EXTENSION</b>				
PROPOSED SETBACK LINE				
SHEET 50				



PARCEL 'L'

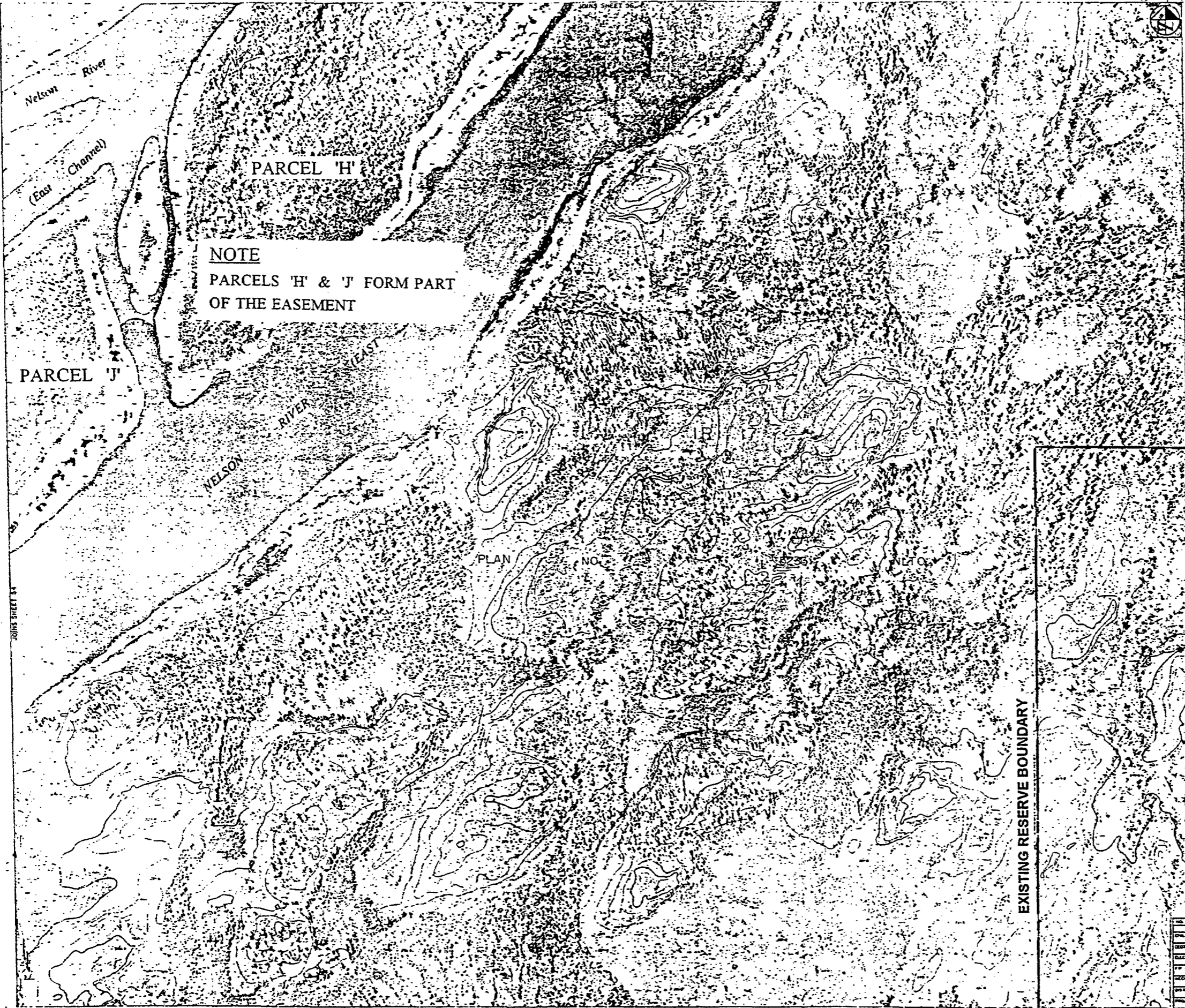
**NOTE**  
PARCEL 'L' FORMS PART  
OF THE EASEMENT



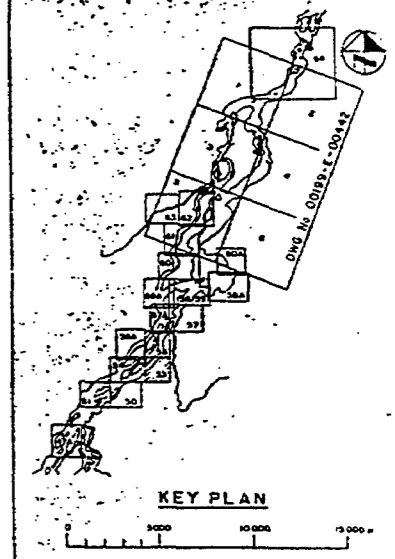
- NOTES:**
1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
  2. MAP DATA COMPILED BY PHOTOGRAMMETRIC METHODS FROM 1:15840 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1998.
  3. CONTOUR INTERVAL IS 1.0 METRE.
  4. COORDINATES SHOWN ARE ON U.T.M. GRID, NAD 27, ZONE 14.



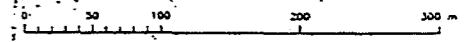
NO. 51		DATE		REVISED		BY		DATE	
PROJECT		SANTOJA HYDRO		ENGINEERING		CONSULTANTS		INC.	
COORDINATOR		P. LINDNER		CHECKED		DATE		06 08 16	
PROJECT TITLE		SITE 3.8. RESERVE EXTENSION		PROPOSED SETBACK LINE		SHEET		51	
SCALE		1:2000		DRAWN		DATE		06 08 16	
PROJECT NO.		00199-E-00447		SHEET		OF		51	
PROJECT NAME		NORWAY HOUSE LAND EXCHANGE		DATE		BY		00	



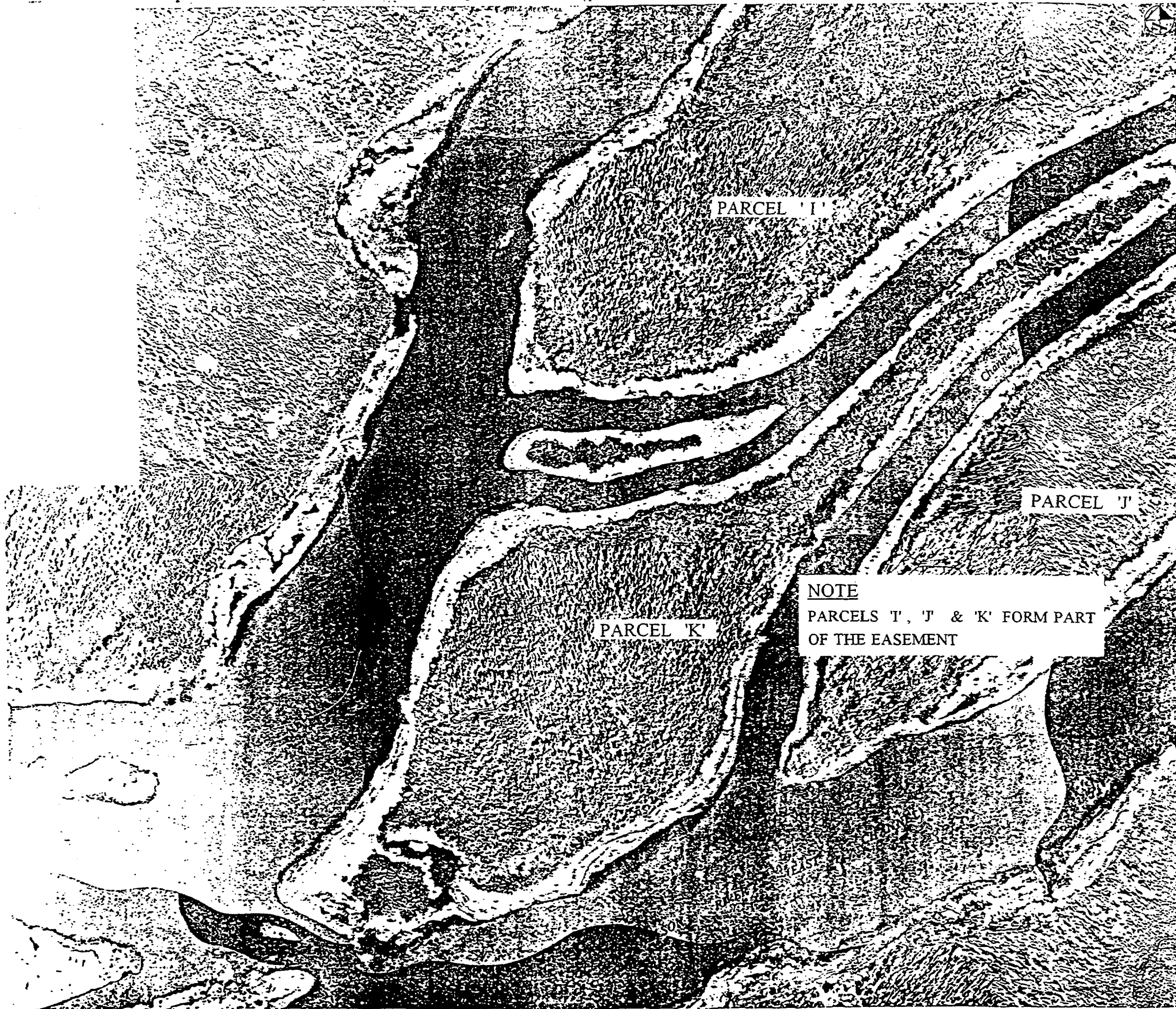
**NOTE**  
 PARCELS 'H' & 'J' FORM PART  
 OF THE EASEMENT



- NOTES:**
1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
  2. MAP DATA COMPILED BY PHOTOGRAMMETRIC METHODS FROM 1:15848 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1998.
  3. CONTOUR INTERVAL IS 1.6 METRE.
  4. COORDINATES SHOWN ARE ON U.T.M. GRID, NAD 27, ZONE 14.



NO.	DATE	BY	CHKD
1			
MANITOBA HYDRO DESIGNING AND CONSTRUCTION NORWAY HOUSE LAND EXCHANGE			
<b>SITE 3.8. RESERVE EXTENSION</b>			
PROPOSED SETBACK LINE			
SHEET 53			
PROJECT	DATE	SCALE	BY
		1:2000	
00199-E-00447			53/00

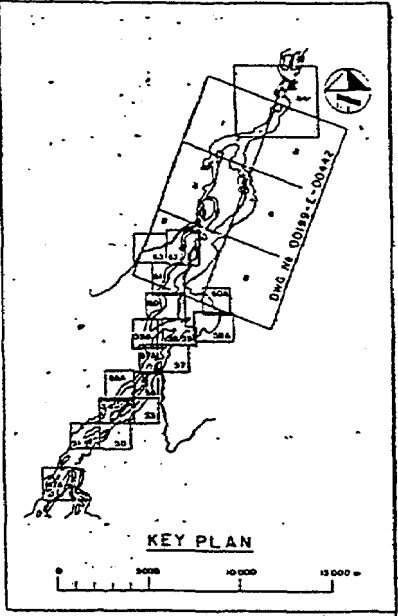


PARCEL 'I'

PARCEL 'J'

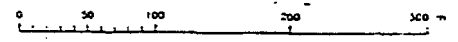
PARCEL 'K'

**NOTE**  
 PARCELS 'I', 'J' & 'K' FORM PART  
 OF THE EASEMENT

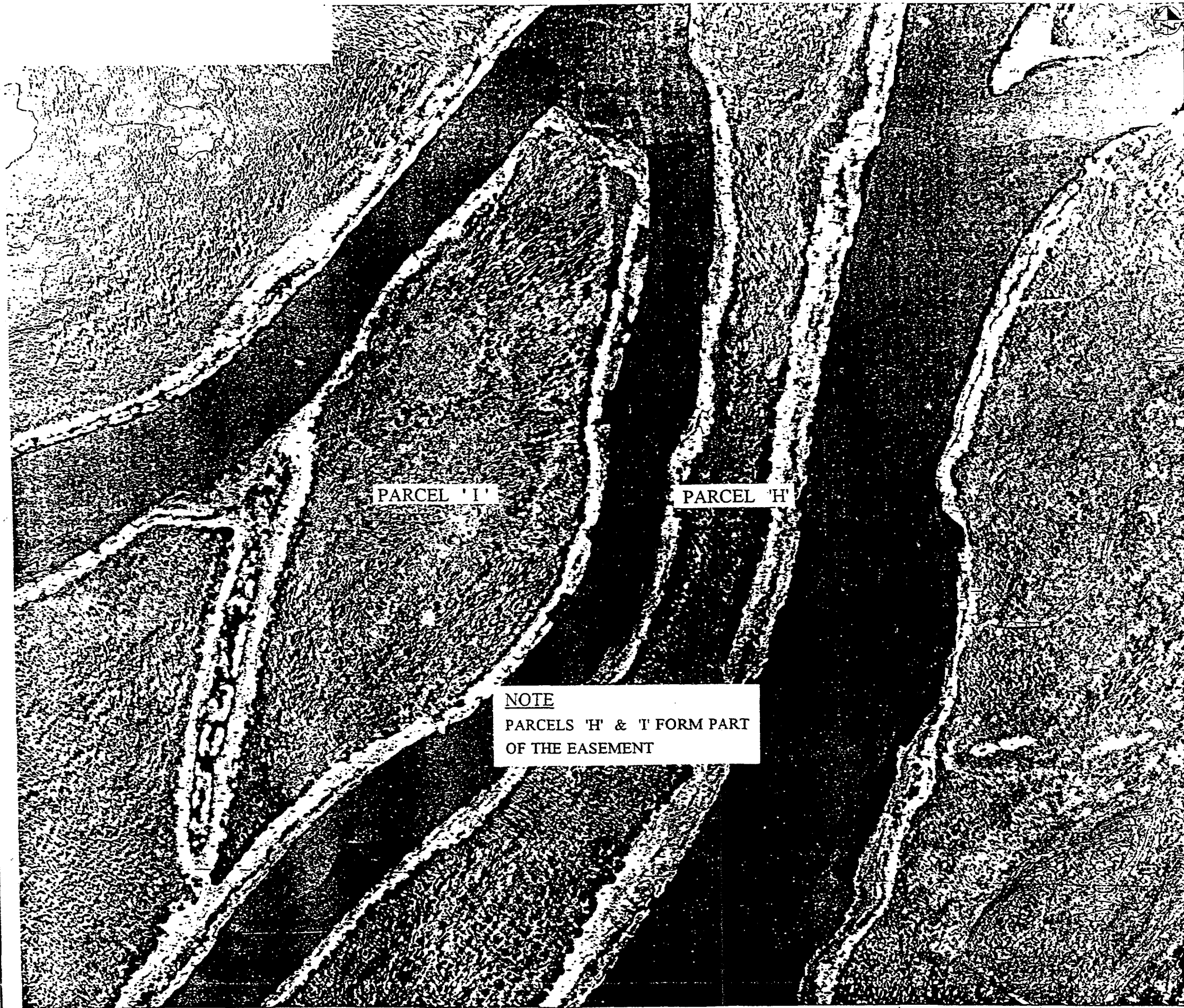


KEY PLAN

- NOTES:**
1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
  2. MAP DATA COMPILED BY PHOTOGRAMMETRIC METHODS FROM 1:15848 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1998.
  3. CONTOUR INTERVAL IS 1.8 METRE.
  4. COORDINATES SHOWN ARE ON U.T.M. GRD, NAD 27, ZONE 14.



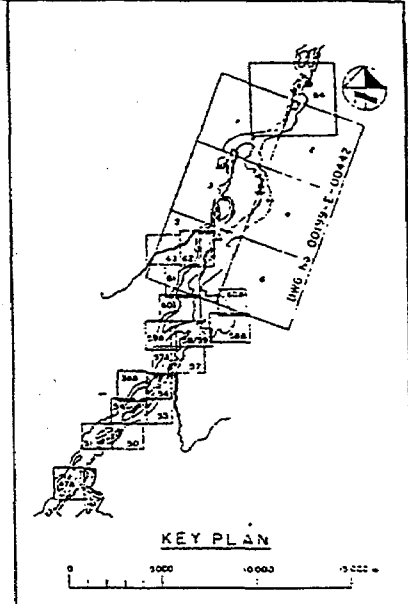
NO.	DATE	REVISIONS	BY	CHKD	APP
MANTOBA HYDRO OPERATIONS AND MAINTENANCE HORWAY HOUSE LAND EXCHANGE					
<b>SITE 3.8. RESERVE EXTENSION</b>					
PROPOSED SETBACK LINE SHEET 54					
DESIGNED BY					
DRAWN BY					
PROJECT					
DATE					
SCALE	1:2000				



PARCEL 'I'

PARCEL 'H'

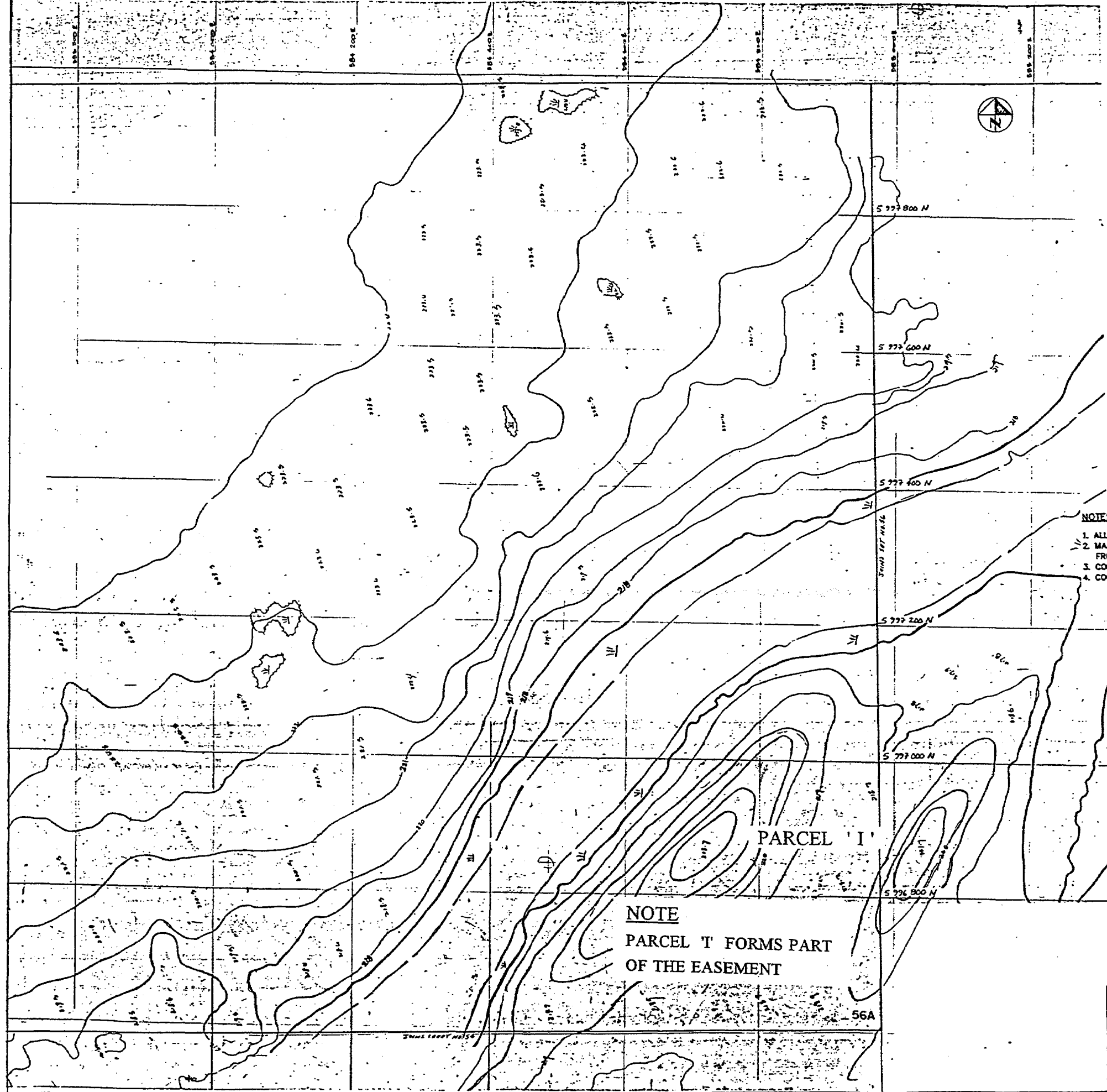
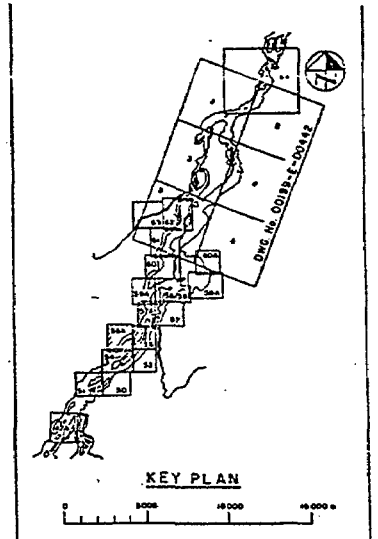
**NOTE**  
 PARCELS 'H' & 'I' FORM PART  
 OF THE EASEMENT



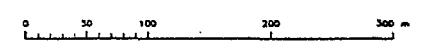
- NOTES:**
1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
  2. MAP DATA COMPILED BY PHOTOGRAMMETRIC METHODS FROM 1:15848 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1998.
  3. CONTOUR INTERVAL IS 1.0 METRE.
  4. COORDINATES SHOWN ARE ON U.T.M. GRID, NAD 27, ZONE 14.



DATE	1998 08 16	SCALE	1:2000
DRAWN		CHECKED	
CHECKED		DATE	1998 08 16
SHEET 3.8. RESERVE EXTENSION PROPOSED SETBACK LINE SHEET 56			
PROJECT NO. 00199-E-00447			56   00



- NOTES:**
1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
  2. MAP DATA COMPILED BY PHOTOGAMMETRIC METHODS FROM 1:15848 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1998.
  3. CONTOUR INTERVAL IS 1.8 METRE.
  4. COORDINATES SHOWN ARE ON U.T.M. GRID, NAD 27, ZONE 14.

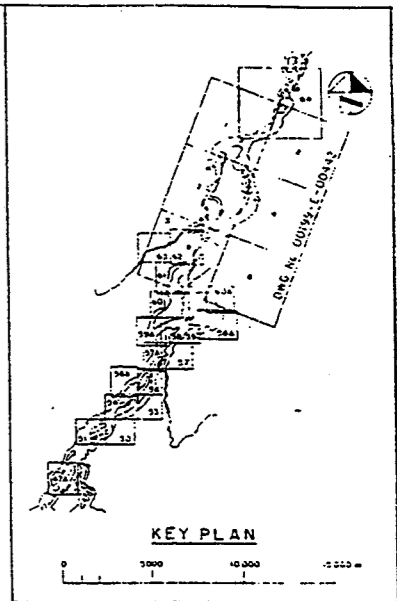


**NOTE**  
 PARCEL T FORMS PART  
 OF THE EASEMENT

PARCEL 'I'

56A

NO.	DATE	REVISION	BY	CHK	APP
1	2000	MANICORA HYDRO			
ENGINEERING AND CONSTRUCTION					
NORWAY HOUSE LAND EXCHANGE					
SITE 3.8. RESERVE EXTENSION					
PROPOSED SETBACK LINE					
SHEET 56A					
DATE	SCALE	PROJECT			
2000	1:2000	56A			
COMPILED BY	SCALE	PROJECT			
MANICORA	1:2000	56A			
DATE	SCALE	PROJECT			
2000	1:2000	56A			

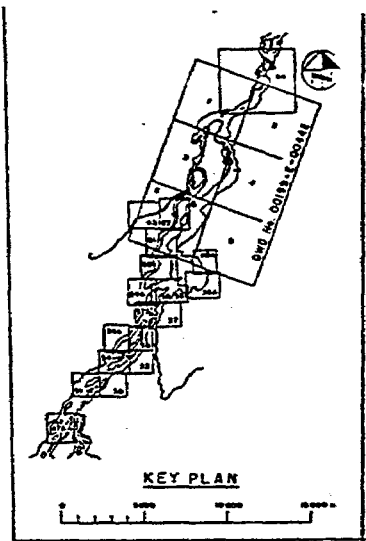
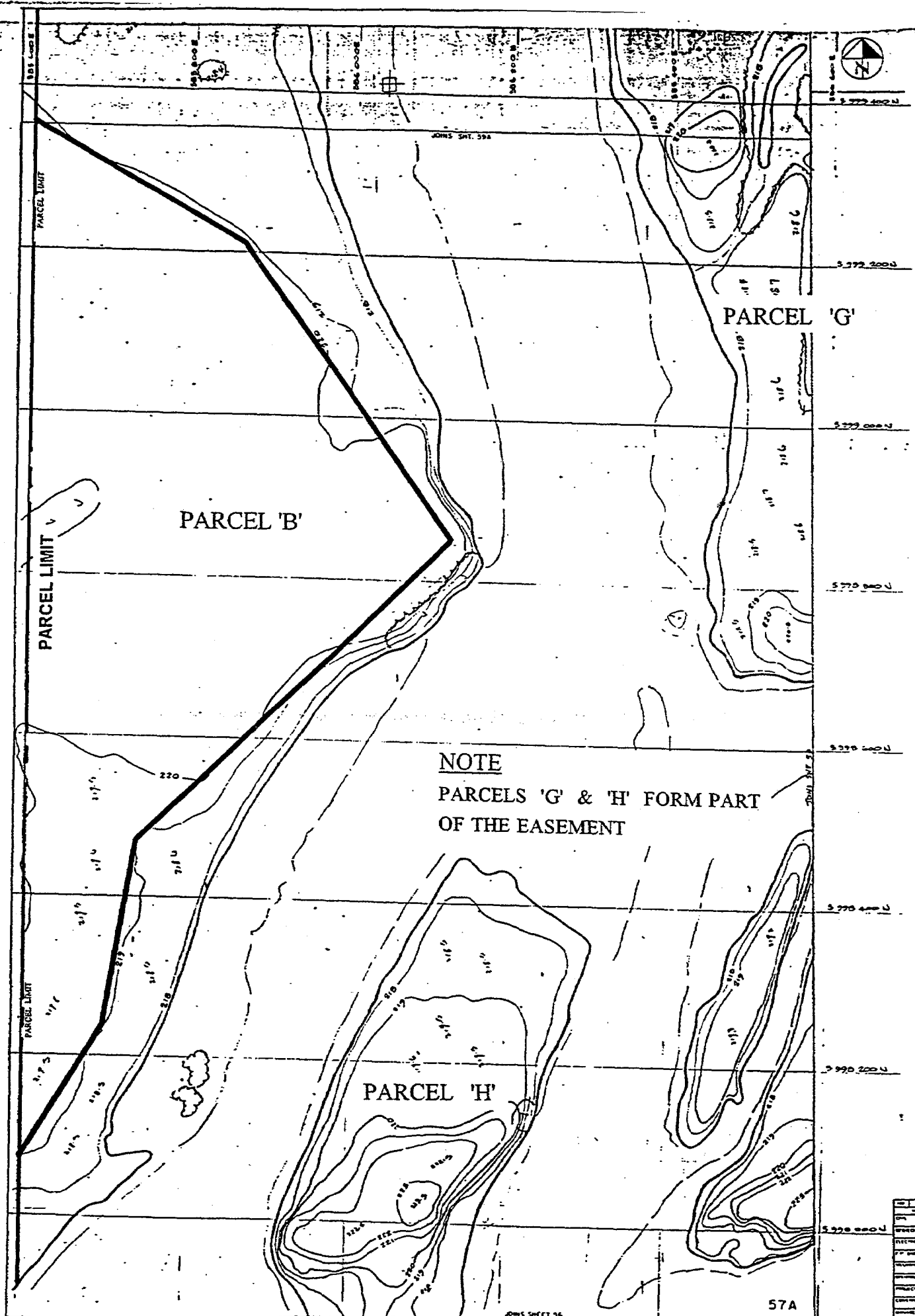


- NOTES:
1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
  2. MAP DATA COMPILED BY PHOTOGRAMMETRIC METHODS FROM 1:15840 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1998.
  3. CONTOUR INTERVAL IS 1.0 METRE.
  4. COORDINATES SHOWN ARE ON U.T.M. GRID, NAD 27, ZONE 14.



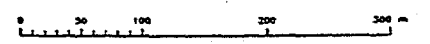
NO.	DATE	REVISIONS	DATE
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00199-E-00447 57 00



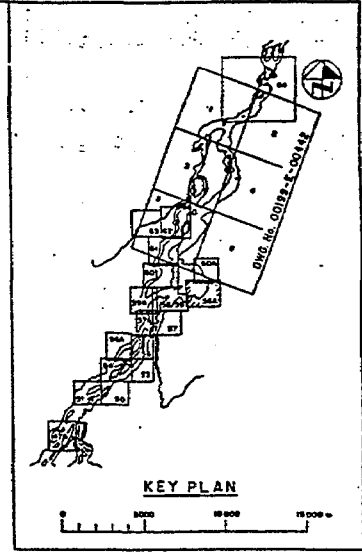
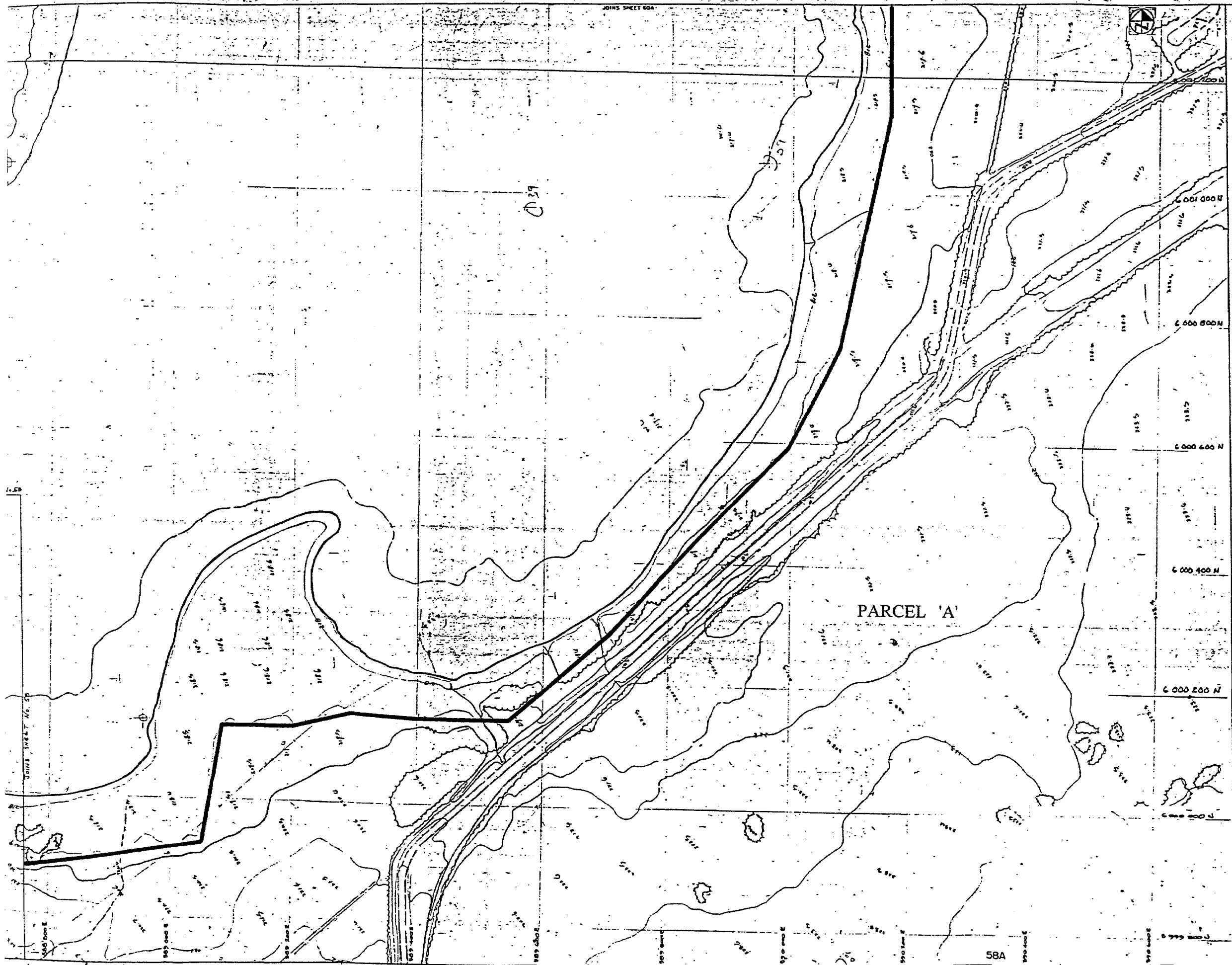
**LEGEND:**  
 — PROPOSED SETBACK LINE

- NOTES:**
1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
  2. MAP DATA COMPILED BY PHOTOGRAMMETRIC METHODS FROM 1:15840 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1990.
  3. CONTOUR INTERVAL IS 1.0 METRE.
  4. COORDINATES SHOWN ARE ON U.T.M. GRID, NAD 27, ZONE 14.



MANITOBA HYDRO	
DIRECTOR OF STRUCTURES	
MOUNTY ROUTE LAND EXCHANGE	
SITE 3.8. RESERVE EXTENSION	
PROPOSED SETBACK LINE	
SHEET 57A	
DATE	1-2000
SCALE	1:2000
PROJECT	00199-E-00447





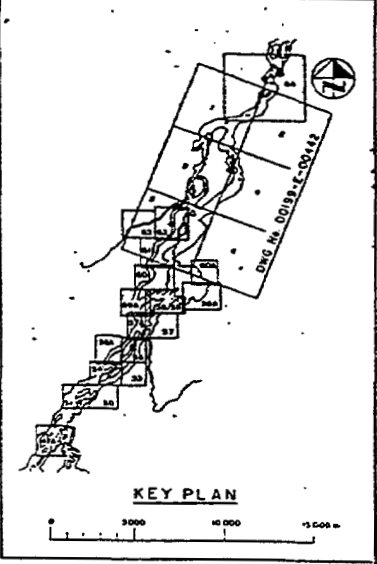
**LEGEND:**  
 ——— PROPOSED SETBACK LINE

- NOTES:**
1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
  2. MAP DATA COMPILED BY PHOTOGRAMMETRIC METHODS FROM 1:15848 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1998.
  3. CONTOUR INTERVAL IS 1.8 METRE.
  4. COORDINATES SHOWN ARE ON U.T.M. GRID, MAG 27, ZONE 14.



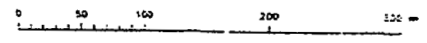
DATE	24 09 98	PROJECT	58A
DRAWN	ML	CHECKED	ML
SCALE	1:2000	DATE	24 09 98
MANITOBA HYDRO ENGINEERING AND CONSTRUCTION HIGHWAY HOUSE LAND EXTENSION		<b>SITE 3.8. RESERVE EXTENSION</b> <b>PROPOSED SETBACK LINE</b> <b>SHEET 58A</b>	
00199-E-00447		58A 00	

58A



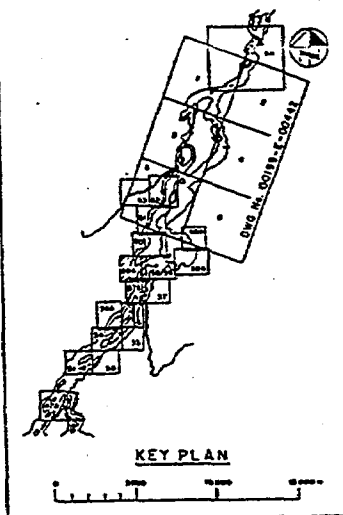
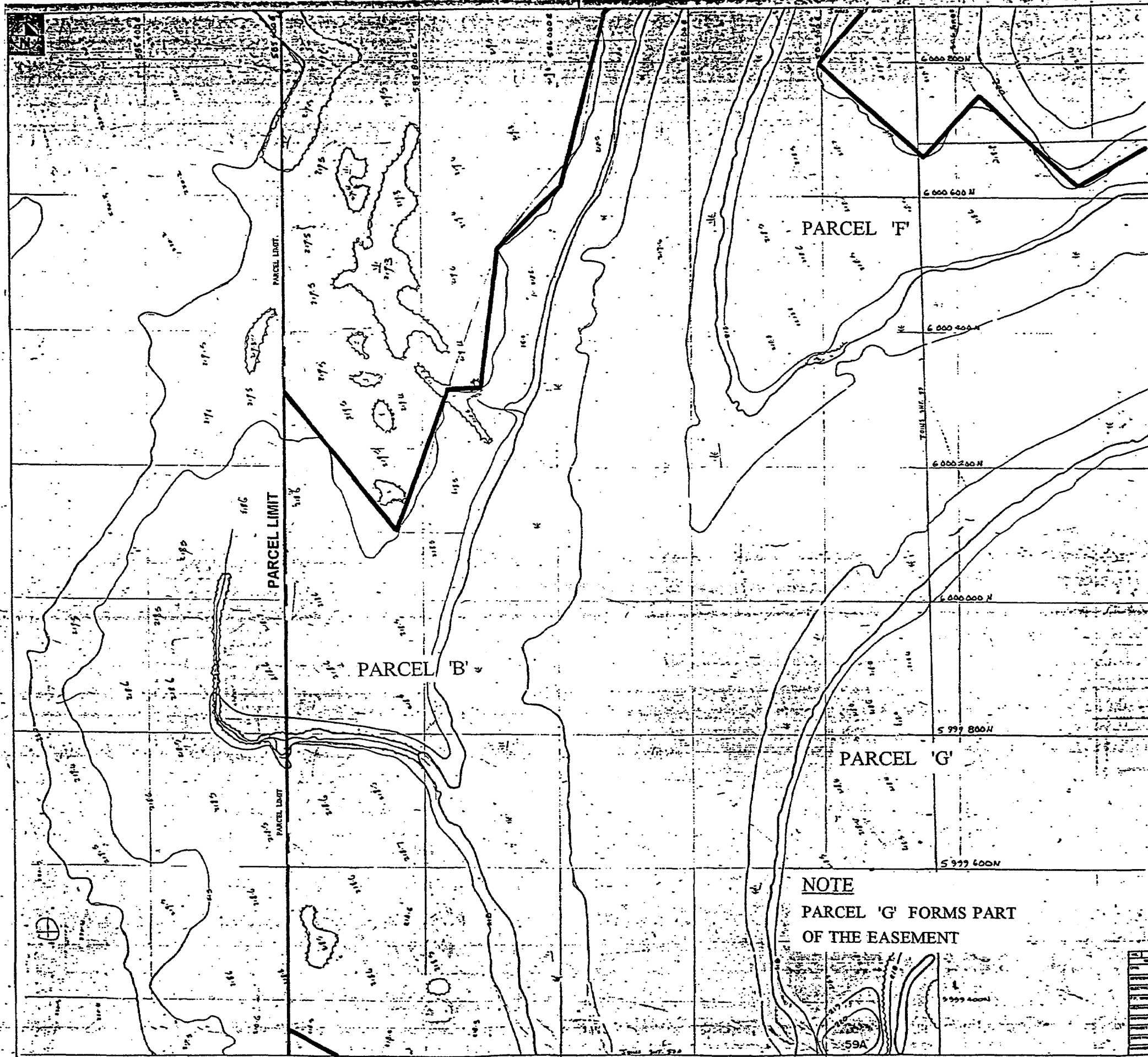
**LEGEND:**  
 — PROPOSED SETBACK LINE

- NOTES:**
1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
  2. MAP DATA COMPILED BY PHOTOGRAMMETRIC METHODS FROM 1:15840 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1998.
  3. CONTOUR INTERVAL IS 1.0 METRE.
  4. COORDINATES SHOWN ARE ON U.T.M. GRID, NAD 27, ZONE 14.



**NOTE**  
 PARCEL 'G' FORMS PART  
 OF THE EASEMENT

DATE	04 08 14	PROJECT NO.	00199-E-00447
SCALE	1:2000	SHEET NO.	58/59
<b>SITE 3.B. RESERVE EXTENSION</b> <b>PROPOSED SETBACK LINE</b> <b>SHEET 58 &amp; 59</b>			
DATE	04 08 14	PROJECT NO.	00199-E-00447
SCALE	1:2000	SHEET NO.	58/59



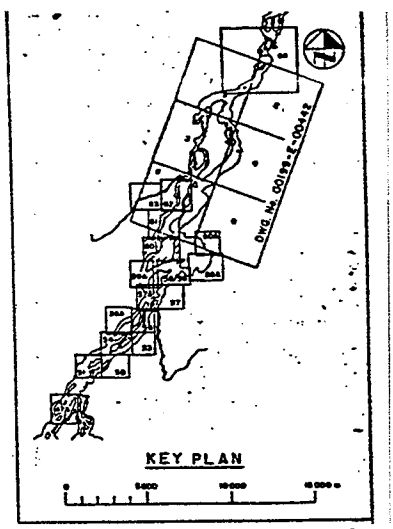
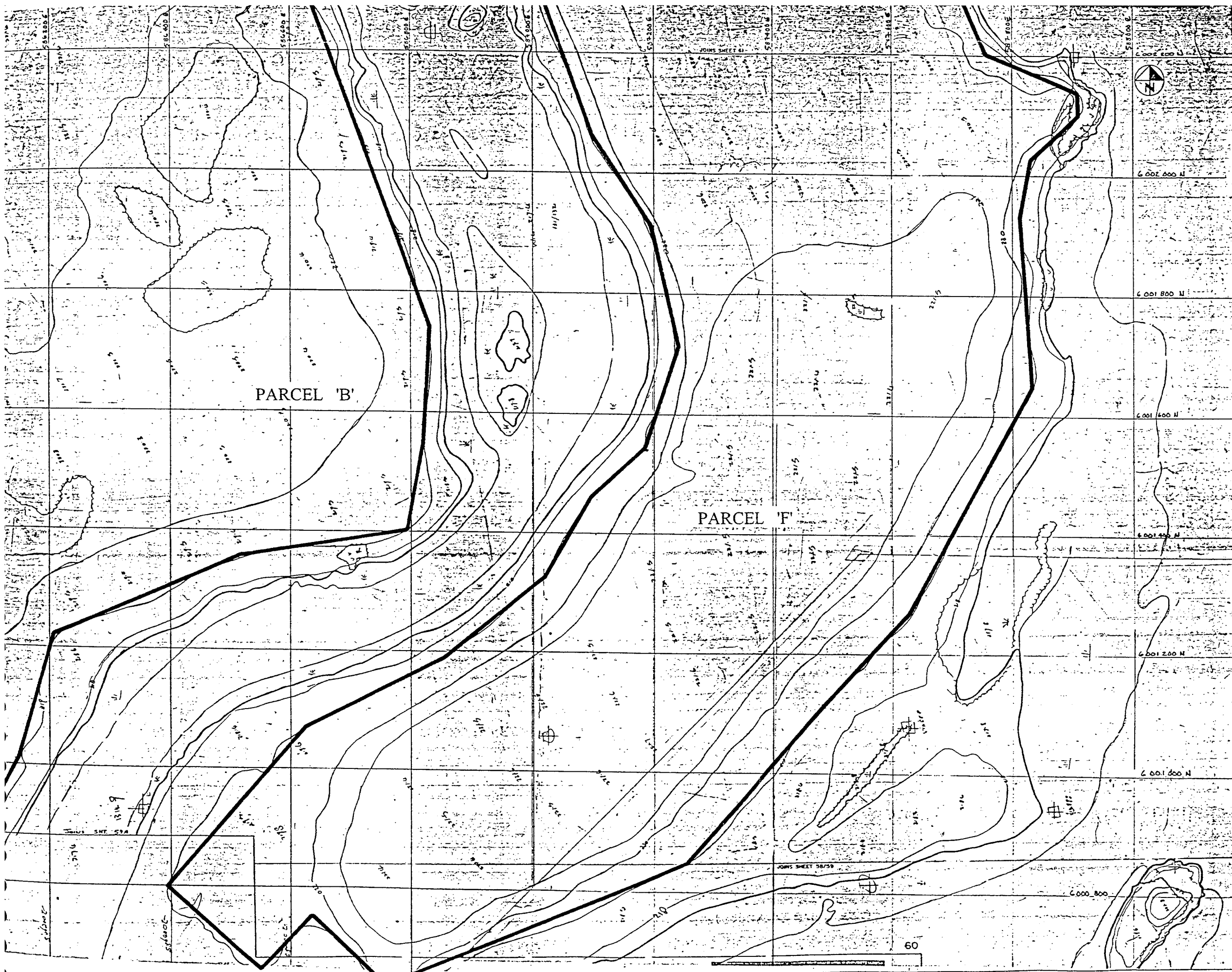
**LEGEND:**  
 ——— PROPOSED SETBACK LINE

**NOTES:**  
 1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.  
 2. MAP DATA COMPILED BY PHOTOGAMMETRIC METHODS FROM 1:15840 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1998.  
 3. CONTOUR INTERVAL IS 3.6 METRE.  
 4. COORDINATES SHOWN ARE ON U.T.M. GRID, MAD 27, ZONE 14.



**NOTE**  
 PARCEL 'G' FORMS PART OF THE EASEMENT

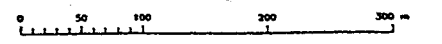
MUNICIPALITY OF MARIPOSA		PROJECT NO. 00199-E-00447	
SITING AND CONSTRUCTION		SHEET NO. 59A	
ROADWAY HOUSE LAND EXTENSION		DATE: 2-2000	
SITE 3.8. RESERVE EXTENSION		SCALE: 1:2000	
PROPOSED SETBACK LINE		DRAWN BY: [Signature]	
SHEET 59A		CHECKED BY: [Signature]	
00199-E-00447		DATE: 02/00	



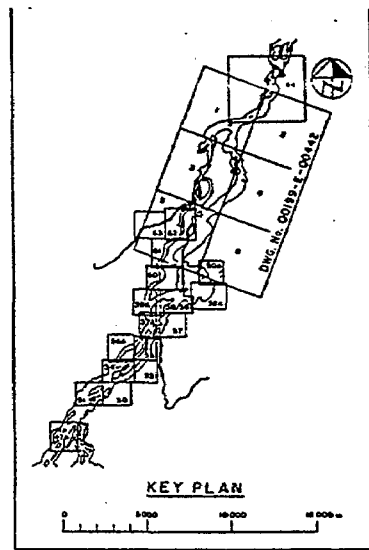
**LEGEND:**

—— PROPOSED SETBACK LINE

- NOTES:**
1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
  2. MAP DATA COMPILED BY PHOTOGRAMMETRIC METHODS FROM 1:15848 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1998.
  3. CONTOUR INTERVAL IS 1.0 METRE.
  4. COORDINATES SHOWN ARE ON U.T.M. GRID, NAD 27, ZONE 14.

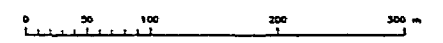


NO.	DATE	REVISION
1		MANITABA HYDRO ENGINEERING AND SURVEYING
2		HORRAY HOUSE LAND EXCHANGE
<b>SITE 3.B. RESERVE EXTENSION</b>		
<b>PROPOSED SETBACK LINE</b>		
<b>SHEET 60</b>		
PROJECT	DATE	BY
CONTRACT NO.	SCALE	REV
DRAWN	1:2000	
CHECKED		
APPROVED		
00199-E-00447		60 00



**LEGEND:**  
 ——— PROPOSED SETBACK LINE

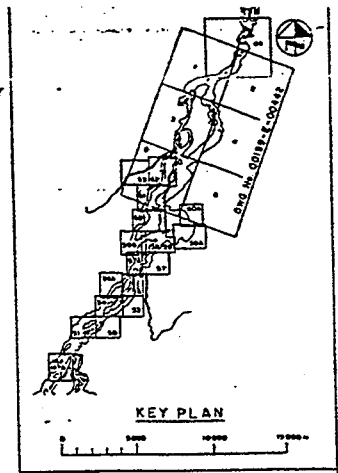
- NOTES:**
1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
  2. MAP DATA COMPILED BY PHOTOGAMMETRIC METHODS FROM 1:15840 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1998.
  3. CONTOUR INTERVAL IS 1.0 METRE.
  4. COORDINATES SHOWN ARE ON U.T.M. GRID, MAD 27, ZONE 14.



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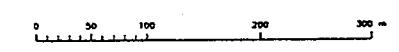
**SITE 3.8. RESERVE EXTENSION**  
**PROPOSED SETBACK LINE**  
**SHEET 60A**

00199-E-00447 60A 00



**LEGEND:**  
 ——— PROPOSED SETBACK LINE

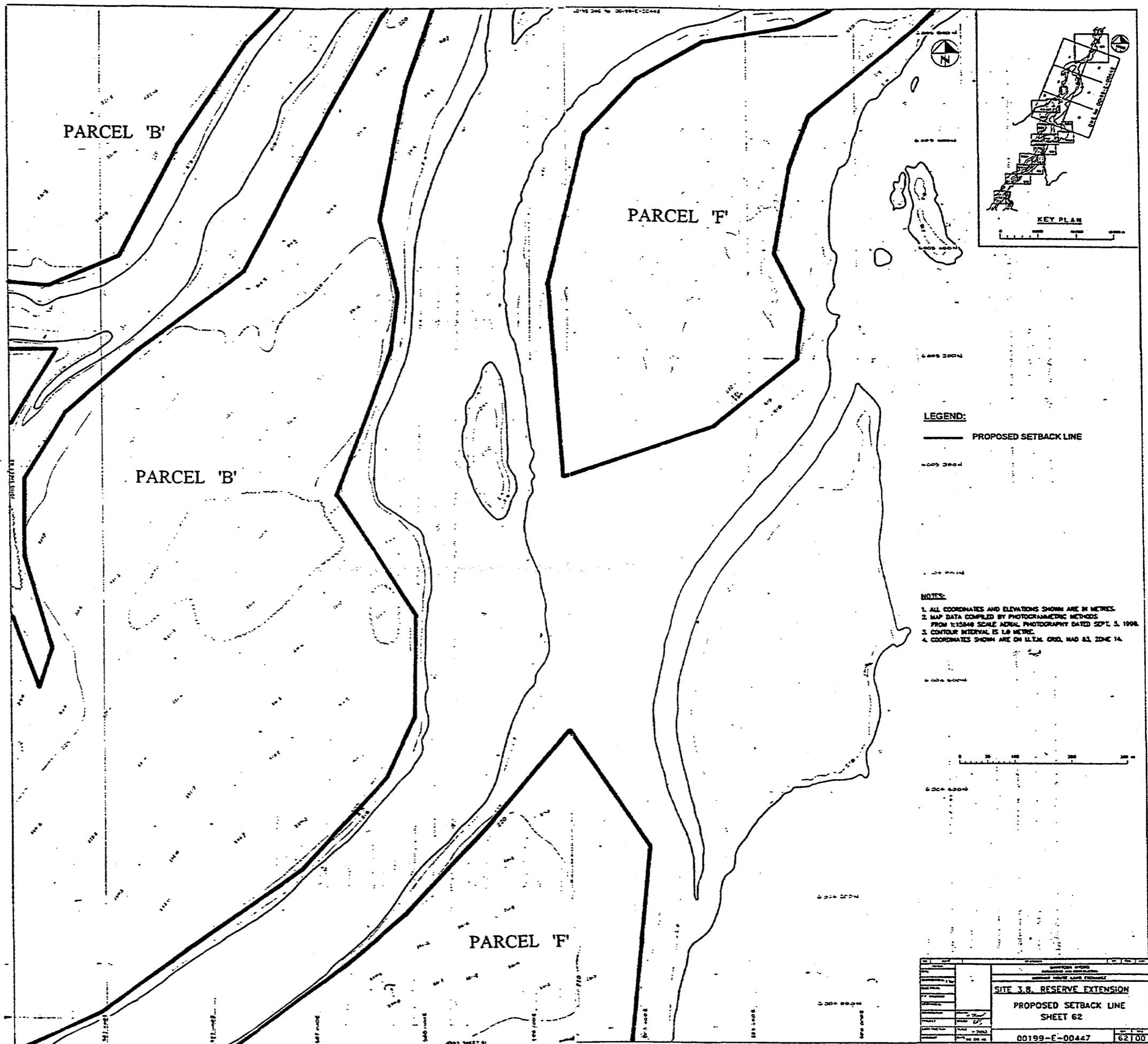
- NOTES:**
1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
  2. MAP DATA COMPILED BY PHOTOGRAMMETRIC METHODS FROM 1:15000 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1998.
  3. CONTOUR INTERVAL IS 1.0 METRE.
  4. COORDINATES SHOWN ARE ON U.T.M. GRID, NAD 27, ZONE 14.



PARCEL 'B'

PARCEL 'F'

REPORT		DATE	
PROJECT		DATE	
DRAWN BY		DATE	
CHECKED BY		DATE	
APPROVED BY		DATE	
TITLE		SHEET NO.	
SITE 3.8. RESERVE EXTENSION		61	
PROPOSED SETBACK LINE		00199-E-00447	
SHEET 61		100	



PARCEL 'B'

PARCEL 'F'

PARCEL 'B'

PARCEL 'F'

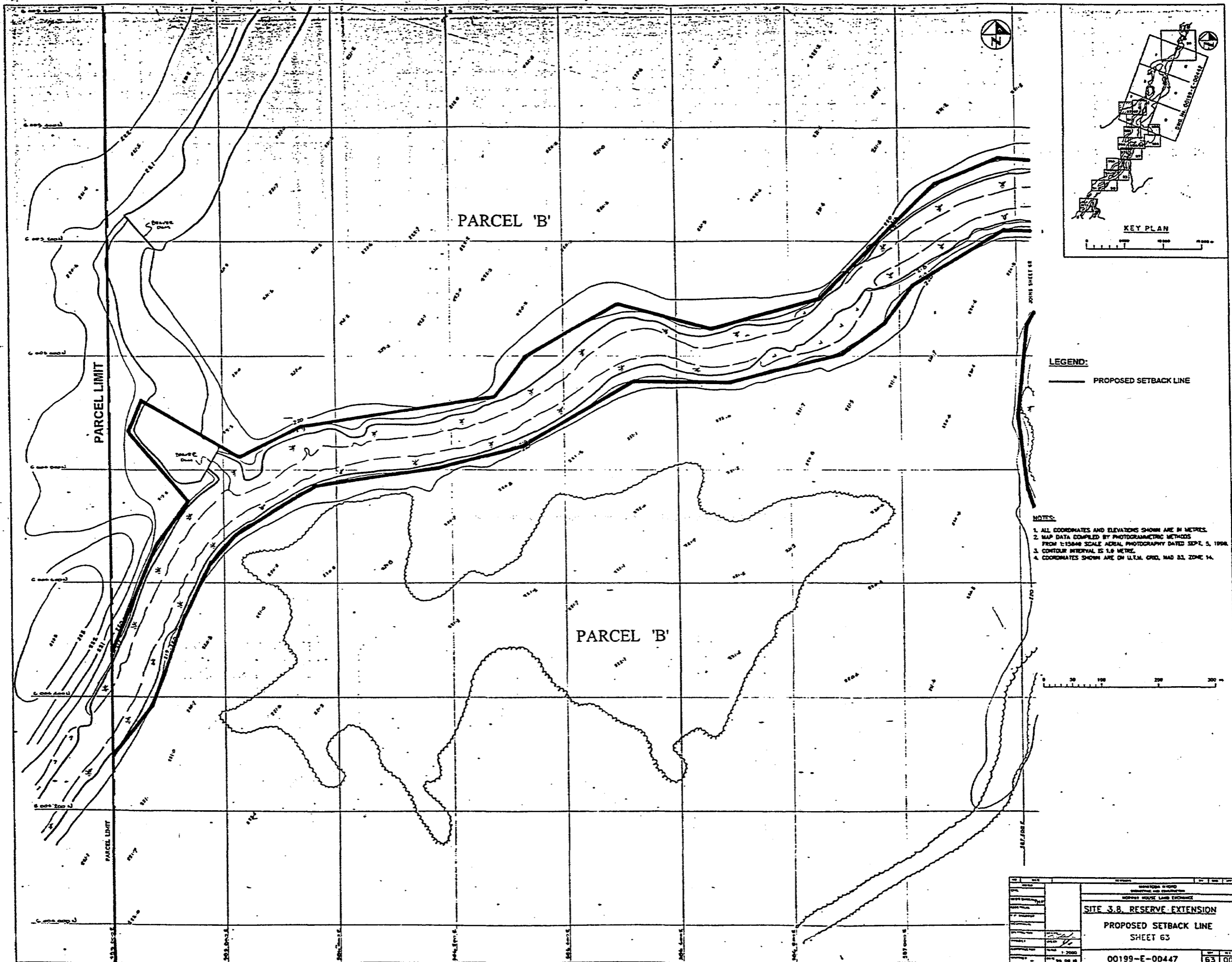
**LEGEND:**

— PROPOSED SETBACK LINE

**NOTES:**

1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
2. MAP DATA COMPILED BY PHOTOGRAMMETRIC METHODS FROM 1:15000 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1998.
3. CONTOUR INTERVAL IS 1.0 METRE.
4. COORDINATES SHOWN ARE ON U.T.M. GRID, MAD 83, ZONE 14.

<p><b>SITE 3.8. RESERVE EXTENSION</b></p> <p><b>PROPOSED SETBACK LINE</b></p> <p><b>SHEET 62</b></p>	
<p>00199-E-00447</p>	<p>62100</p>

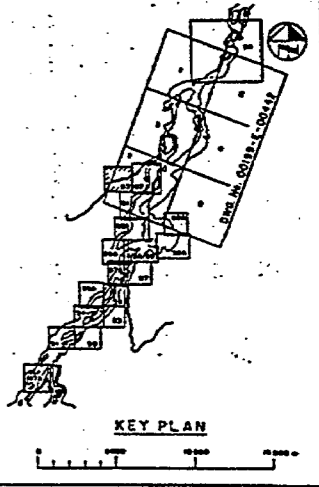


PARCEL 'B'

PARCEL 'B'

PARCEL LIMIT

PARCEL LIMIT



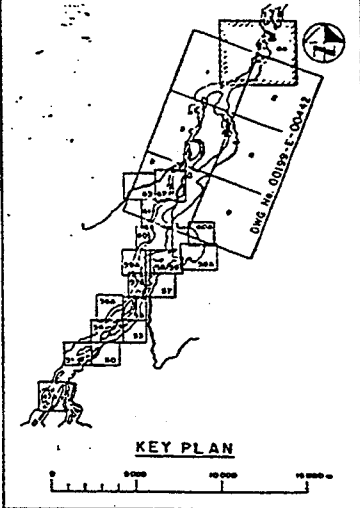
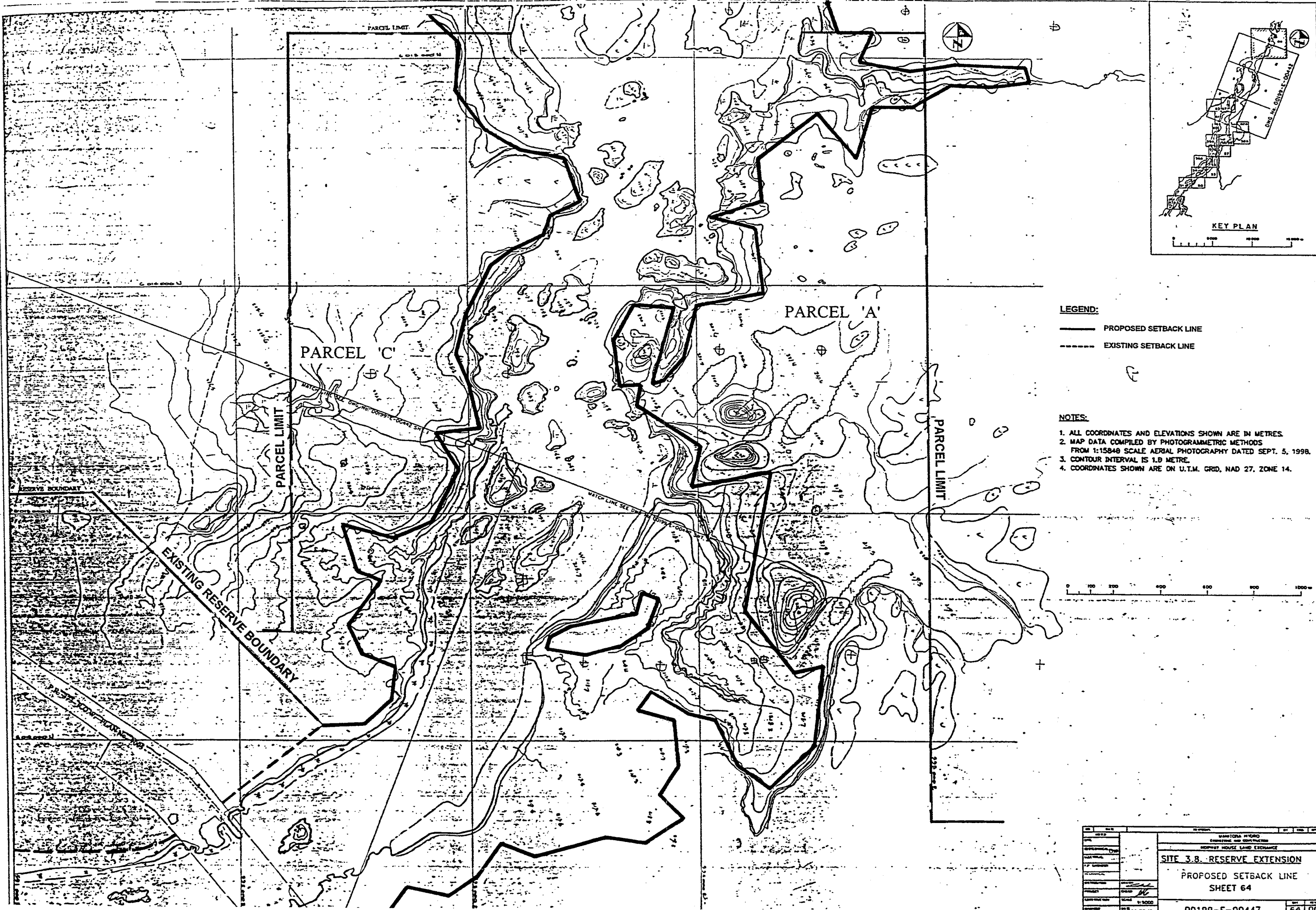
**LEGEND:**  
 ——— PROPOSED SETBACK LINE

- NOTES:**
1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
  2. MAP DATA COMPILED BY PHOTOGRAMMETRIC METHODS FROM 1:15848 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1994.
  3. CONTOUR INTERVAL IS 1.0 METRE.
  4. COORDINATES SHOWN ARE ON U.T.M. GRID, MAD 23, ZONE 14.



DATE		DRAWN BY		CHECKED BY	
SCALE		PROJECT NO.		SHEET NO.	
PROJECT		SITE 3.B. RESERVE EXTENSION		PROPOSED SETBACK LINE	
SHEET		SHEET 63		SHEET 63	
PROJECT NO.		00199-E-00447		63 00	





**LEGEND:**

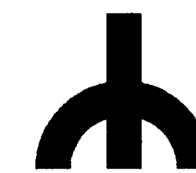
- PROPOSED SETBACK LINE
- - - - EXISTING SETBACK LINE

**NOTES:**

1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
2. MAP DATA COMPILED BY PHOTOGRAMMETRIC METHODS FROM 1:15848 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1998.
3. CONTOUR INTERVAL IS 1.9 METRE.
4. COORDINATES SHOWN ARE ON U.T.M. GRID, NAD 27, ZONE 14.



MANTONA MICRO ENGINEERING AND CONSULTANTS	
HIGHWAY HOUSE LAND EXCHANGE	
<b>SITE 3.8. RESERVE EXTENSION</b>	
PROPOSED SETBACK LINE	
SHEET 64	
Scale: 1:3000	Date: 06 09 10
Project No: 00199-E-00447	Sheet No: 64   00



MANITOBA HYDRO

PROPERTY DEPARTMENT

2-W

61-1-W



# NORTHERN FLOOD AGREEMENT

## NORWAY HOUSE CREE NATION

## COMPENSATION LANDS

## TRANSMISSION LINE EASEMENTS

IN THE VICINITY OF SEA FALLS

SCALE 1 : 40,000

0 1000 2000 3000 4000



### LEGEND

- COMPENSATION LAND BOUNDARIES
- TRANSMISSION LINE EASEMENT
- SHORE LINE

### NOTE:

EXISTING PUBLIC ROAD RIGHT-OF-WAY PLANS 6993, 7005, 7051 PLTO (N.DIV.) & 27561 PLTO ARE 45.72 METRES IN PERP. WIDTH.

TRANSMISSION LINE EASEMENT IS 45.72 METRES IN PERP. WIDTH.

TOWNSHIPS, RANGES AND SECTIONS ARE APPROXIMATE LOCATION, FOR EXACT LOCATION SEE REGISTERED LEGAL PLANS

SHORE LINES SHOWN ARE APPROXIMATE LOCATION TAKEN FROM TOPO MAPS

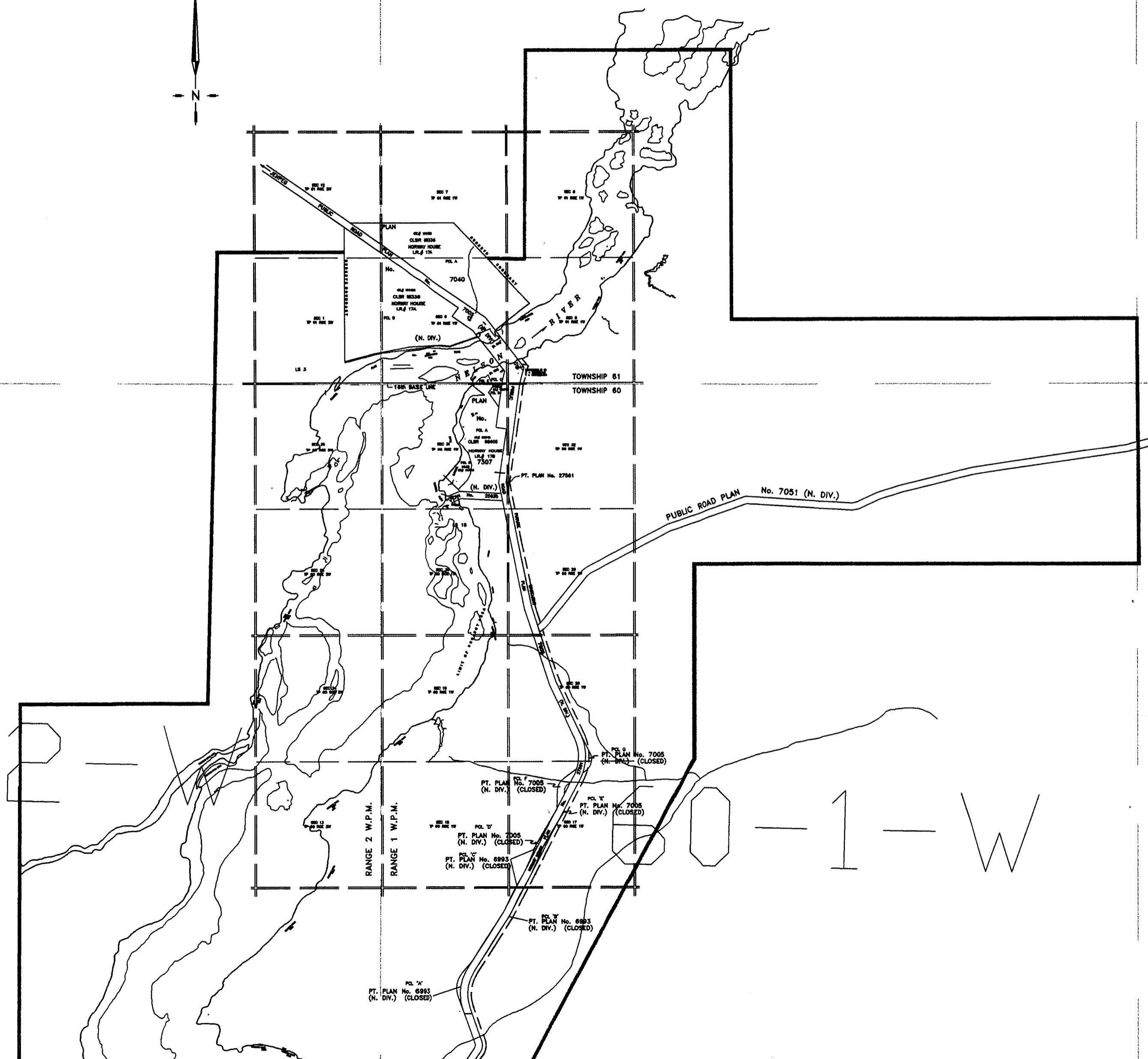
FOR DETAILS OF P.R. 373 AND EXCLUSIONS FOR PUBLIC PURPOSES SEE MANITOBA DEPARTMENT OF HIGHWAYS PLAN No. 3.8A

FOR PROPOSED SETBACK LINE SEE PLAN No. \_\_\_\_\_

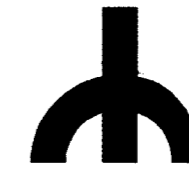
DATE DRAWN JULY 31, 1996

DRAWING NUMBER 06303-C-11982

SHEET	REVISION
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0-1-W



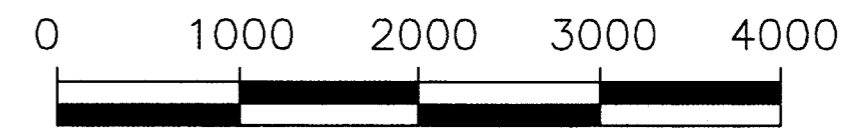
MANITOBA HYDRO

PROPERTY DEPARTMENT

# NORTHERN FLOOD AGREEMENT NORWAY HOUSE CREE NATION COMPENSATION LANDS TRANSMISSION LINE EASEMENTS

IN THE VICINITY OF SEA FALLS

SCALE 1 : 40,000



## LEGEND

- COMPENSATION LAND BOUNDARIES
- TRANSMISSION LINE EASEMENT
- SHORE LINE

## NOTE:

EXISTING PUBLIC ROAD RIGHT-OF-WAY PLANS 6993, 7005, 7051 PLTO (N.DIV.) & 27561 PLTO ARE 45.72 METRES IN PERP. WIDTH.

TRANSMISSION LINE EASEMENT IS 45.72 METRES IN PERP. WIDTH.

TOWNSHIPS, RANGES AND SECTIONS ARE APPROXIMATE LOCATION, FOR EXACT LOCATION SEE REGISTERED LEGAL PLANS

SHORE LINES SHOWN ARE APPROXIMATE LOCATION TAKEN FROM TOPO MAPS

FOR DETAILS OF P.R. 373 AND EXCLUSIONS FOR PUBLIC PURPOSES SEE MANITOBA DEPARTMENT OF HIGHWAYS PLAN No. 3.8A

FOR PROPOSED SETBACK LINE SEE PLAN No. \_\_\_\_\_

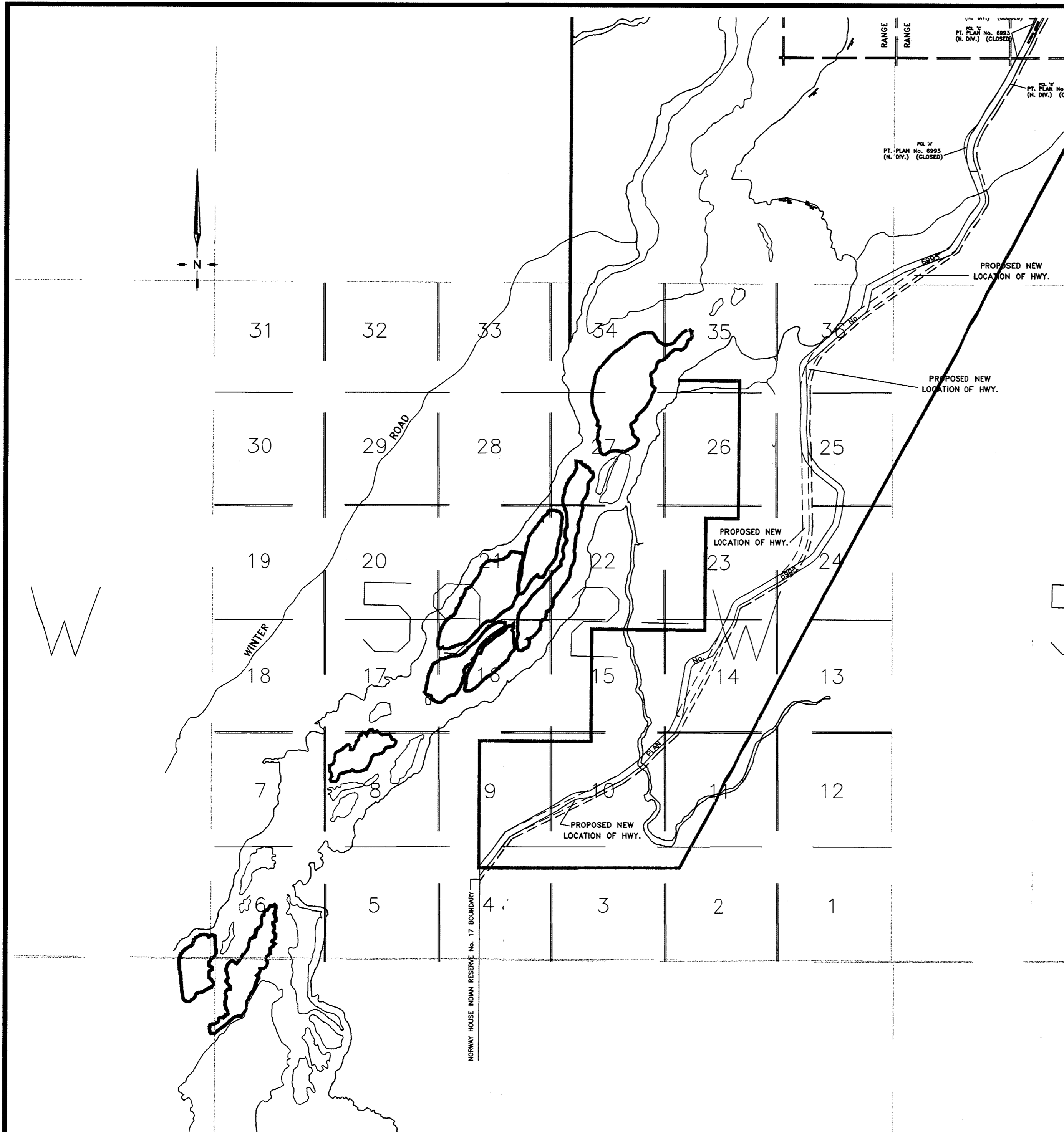
DATE DRAWN JULY 31, 1996

DRAWING NUMBER

06303-C-11982

SHEET REVISION

02 00



### SCHEDULE 3.3

#### LANDS EXCLUDED FOR PUBLIC PURPOSES

#### COMPENSATION LANDS

In addition to the exclusions shown in Schedule 3.1, the following lands shall be excluded from **Compensation Lands** for public purposes:

1. Areas shown on Plan 3.8A Department of Highways and Transportation required for quarry, stockpile, granular borrow sites and relocation.
2. Areas shown on Plan 3.3.A Department of Highways and Transportation required for granular borrow.
3. Areas shown on Plan 3.1A Department of Highways and Transportation required for quarry, stockpile, granular borrow sites, relocation and public access.
4. The area shown on Plan 3.1B required for a recording station site.



NORTHERN FLOOD AGREEMENT

NORWAY HOUSE CREE NATION  
PROPOSED RESERVE EXTENSION  
SITE 3.8

EXCLUSIONS FOR PUBLIC PURPOSES

LEGEND

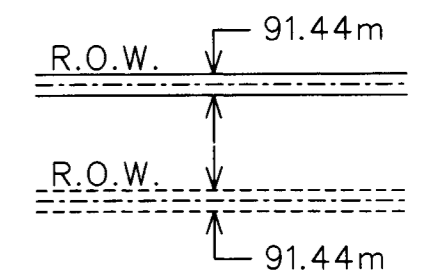
ROADWAY-RIGHT OF WAY

RIGHT OF WAY - PROPOSED

EXISTING INDIAN RESERVE BOUNDARY

PROPOSED RESERVE BOUNDARY

QUARRY, STOCKPILES AND GRANULAR  
BORROW PITS (TO BE RETAINED BY THE  
CROWN FOR PUBLIC USE)

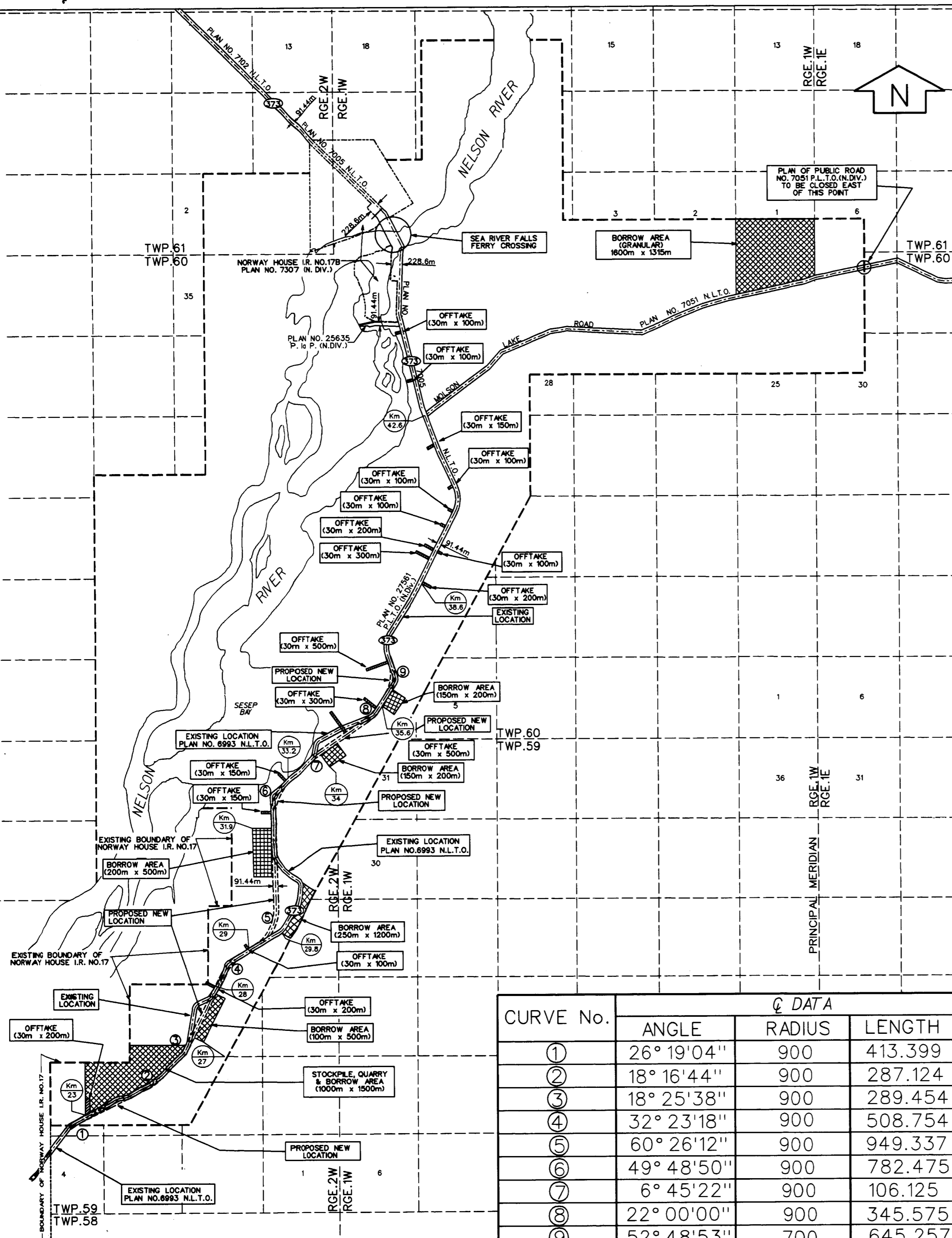


PLAN No.3.8A Attached to and forming part of the  
Agreement dated \_\_\_\_\_ among Canada,  
Manitoba, Norway House and Hydro

NOTE:

TOWNSHIPS, RANGES AND SECTIONS SHOWN ARE APPROXIMATE  
LOCATION FOR EXACT LOCATION SEE REGISTERED LEGAL PLANS  
SHORE LINES SHOWN ARE APPROXIMATE LOCATION TAKEN FROM  
TOPO MAPS

THIS PLAN IS FOR INFORMATION ONLY AND IS NOT TO SCALE



CURVE No.	Q DATA		
	ANGLE	RADIUS	LENGTH
①	26° 19' 04"	900	413.399
②	18° 16' 44"	900	287.124
③	18° 25' 38"	900	289.454
④	32° 23' 18"	900	508.754
⑤	60° 26' 12"	900	949.337
⑥	49° 48' 50"	900	782.475
⑦	6° 45' 22"	900	106.125
⑧	22° 00' 00"	900	345.575
⑨	52° 48' 53"	700	645.257

DATE DRAWN  
JULY 23, 1996

CADD File No. nfagen.dgn

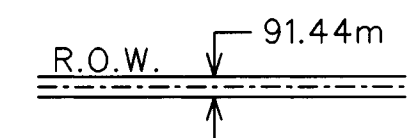
PLAN No.3.8A



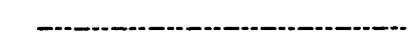
NORTHERN FLOOD AGREEMENT  
NORWAY HOUSE CREE NATION  
COMPENSATION LANDS  
SITE 3.3  
EXCLUSIONS FOR PUBLIC PURPOSES

LEGEND

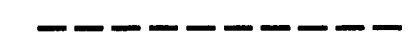
ROADWAY-RIGHT OF WAY



EXISTING INDIAN RESERVE BOUNDARY



COMPENSATION LAND BOUNDARIES



QUARRY, STOCKPILES AND GRANULAR  
BORROW PITS. (TO BE RETAINED BY THE  
CROWN FOR PUBLIC USE)



PLAN No. 3.3A Attached to and forming part of the  
Agreement dated \_\_\_\_\_ among Canada,  
Manitoba, Norway House and Hydro.

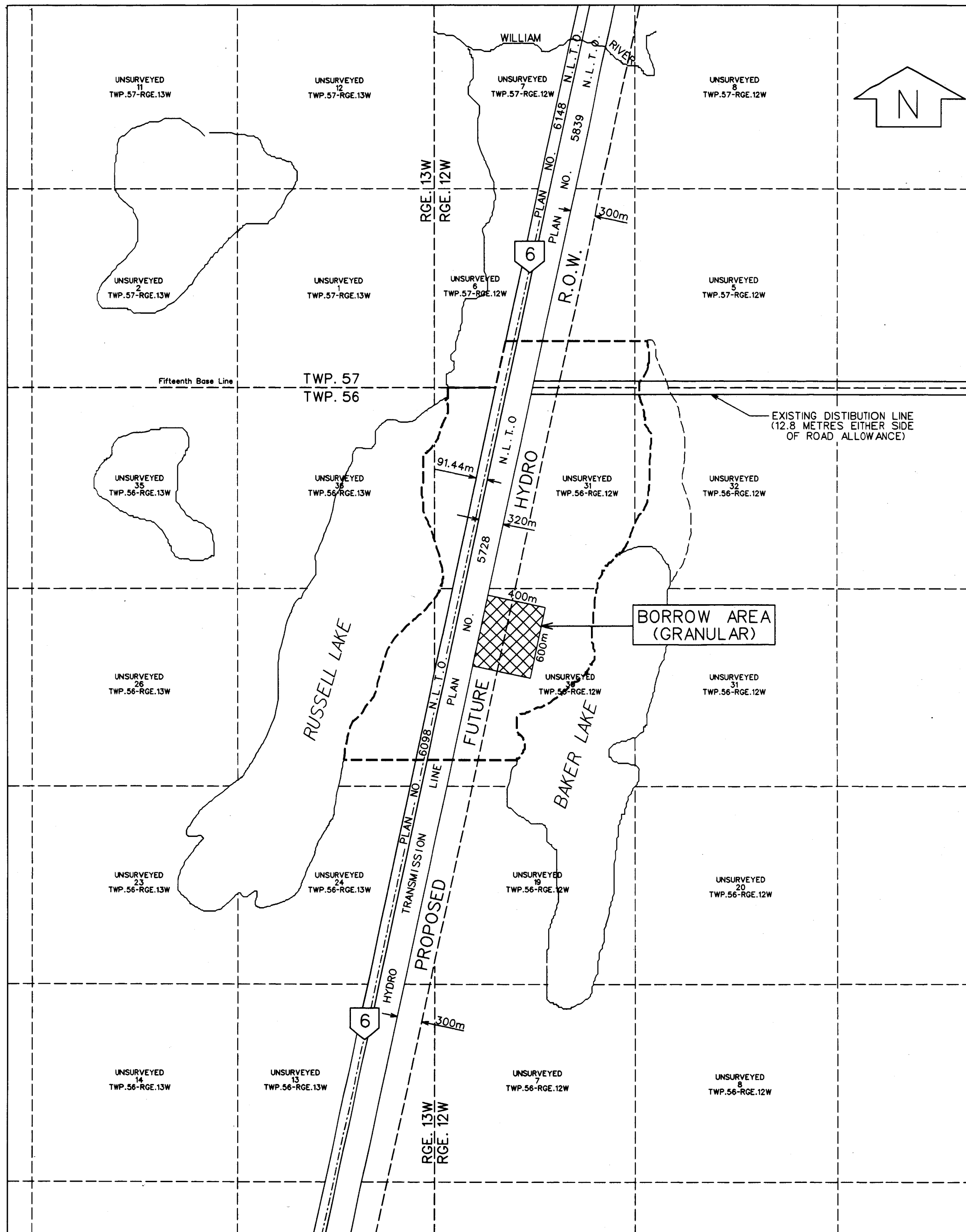
NOTES:

TOWNSHIPS, RANGES AND SECTIONS SHOWN ARE APPROXIMATE  
LOCATION FOR EXACT LOCATION SEE REGISTERED LEGAL PLANS

SHORE LINES SHOWN ARE APPROXIMATE LOCATION TAKEN FROM  
TOPO MAPS

THIS PLAN IS FOR INFORMATION ONLY AND IS NOT TO SCALE

REFERENCE DRAWING:  
MANITOBA HYDRO NO.06303-A-11978 FOR DISTRIBUTION LINE EASEMENT,  
STATION SITES AND TRANSMISSION LINE R.O.W.EXCLUSION.



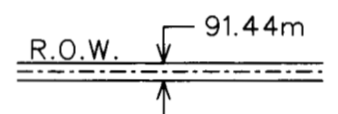


NORTHERN FLOOD AGREEMENT  
NORWAY HOUSE CREE NATION  
COMPENSATION LANDS  
SITE 3.1

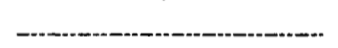
EXCLUSIONS FOR PUBLIC PURPOSES

LEGEND

ROADWAY-RIGHT OF WAY



EXISTING INDIAN RESERVE BOUNDARY



COMPENSATION LAND BOUNDARIES



QUARRY, STOCKPILES, GRANULAR  
BORROW PITS AND LANDINGS. (TO BE  
RETAINED BY THE CROWN FOR PUBLIC USE)



PLAN No.3.1A Attached to and forming part of the  
Agreement dated \_\_\_\_\_ among Canada,  
Manitoba, Norway House and Hydro.

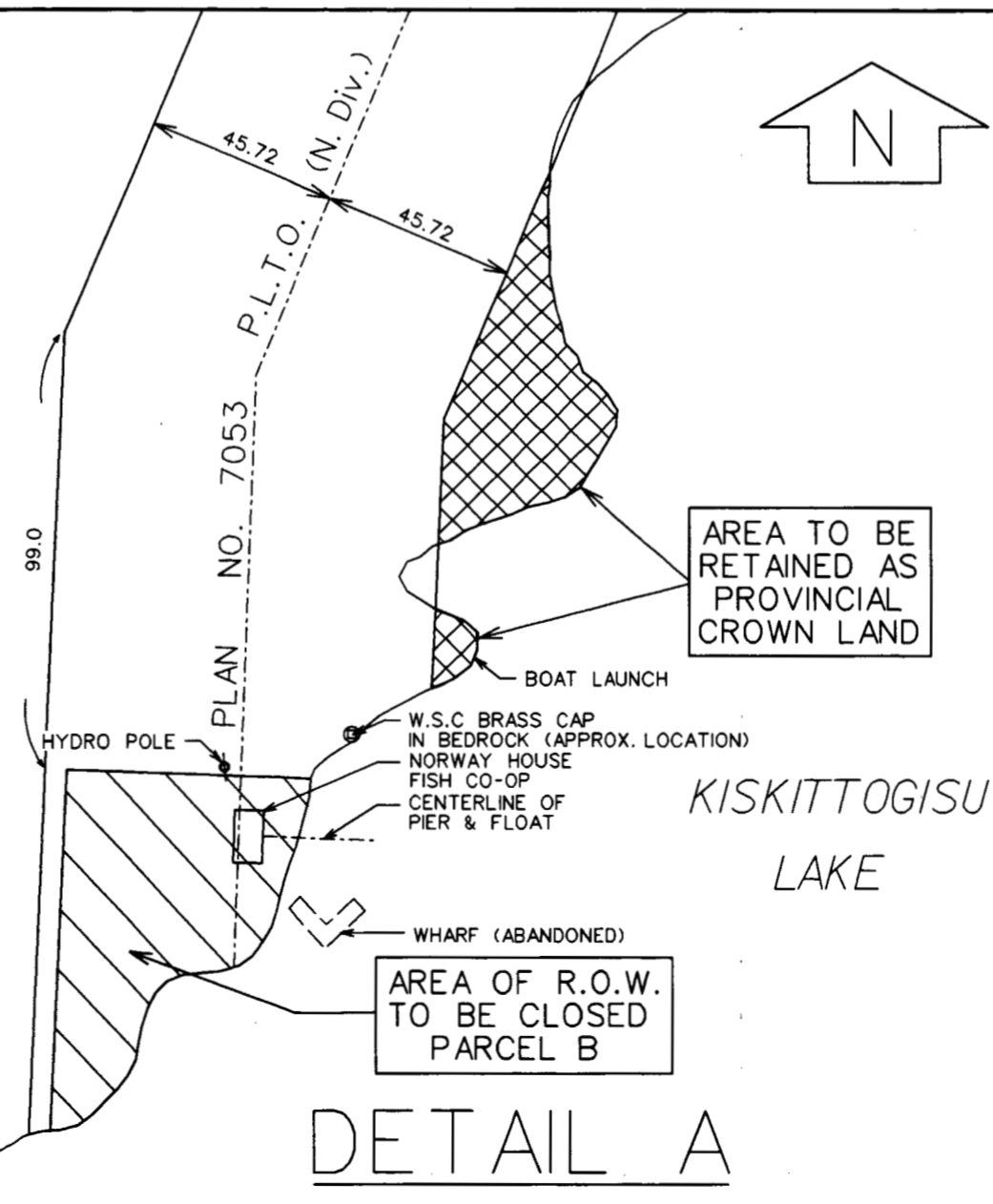
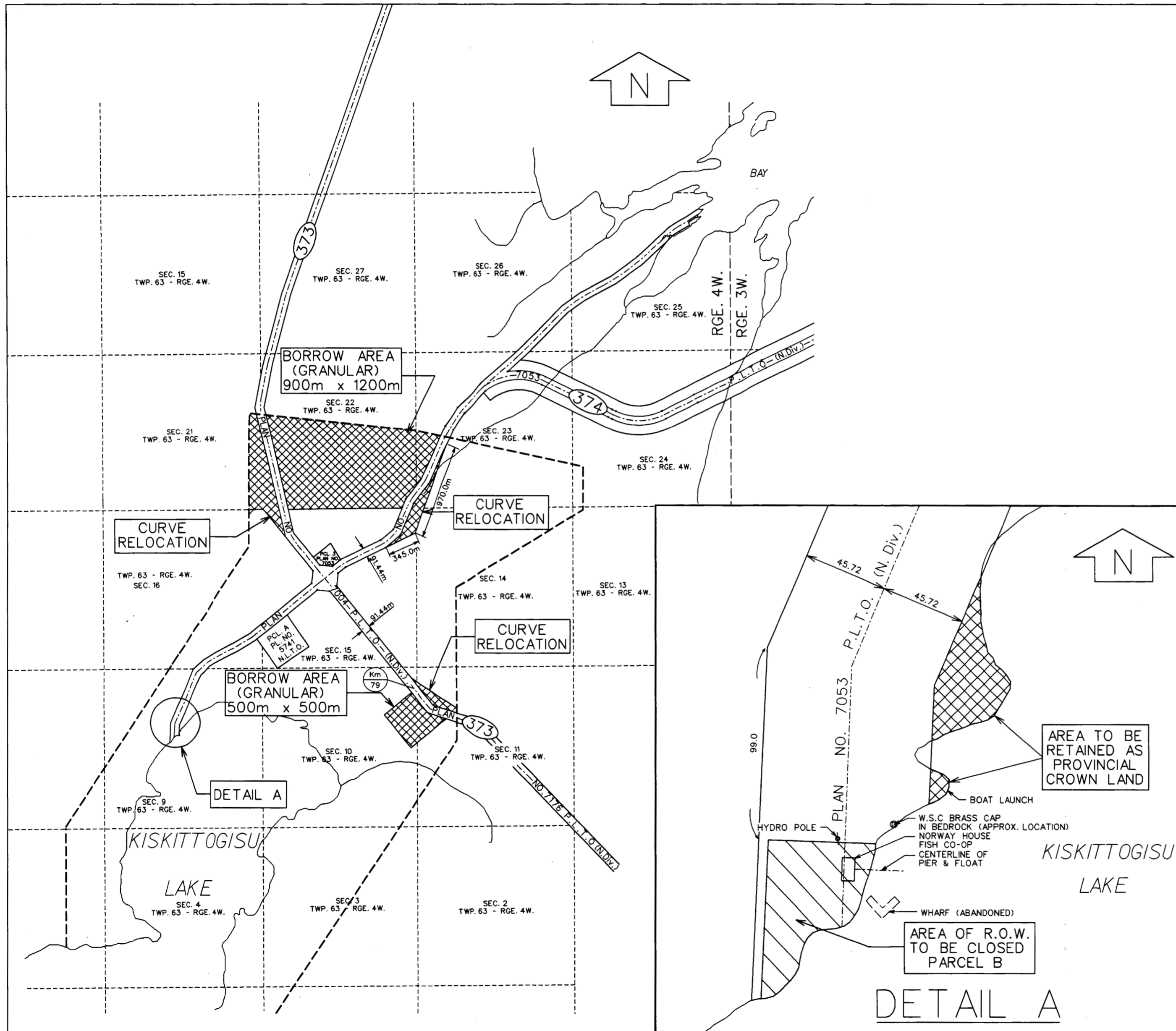
NOTES:

TOWNSHIPS, RANGES AND SECTIONS SHOWN ARE APPROXIMATE  
LOCATION FOR EXACT LOCATION SEE REGISTERED LEGAL PLANS

SHORE LINES SHOWN ARE APPROXIMATE LOCATION TAKEN FROM  
TOPO MAPS

THIS PLAN IS FOR INFORMATION ONLY AND IS NOT TO SCALE


SEE PLAN 3.1B FOR DETAILS OF RECORDING STATION SITE AND ACCESS





NORTHERN FLOOD AGREEMENT  
NORWAY HOUSE CREE NATION  
COMPENSATION LANDS  
SITE 3.1  
EXCLUSIONS FOR PUBLIC PURPOSES

LEGEND

RECORDING STATION SITE   
(TO BE RETAINED BY THE CROWN FOR  
PUBLIC PURPOSES)

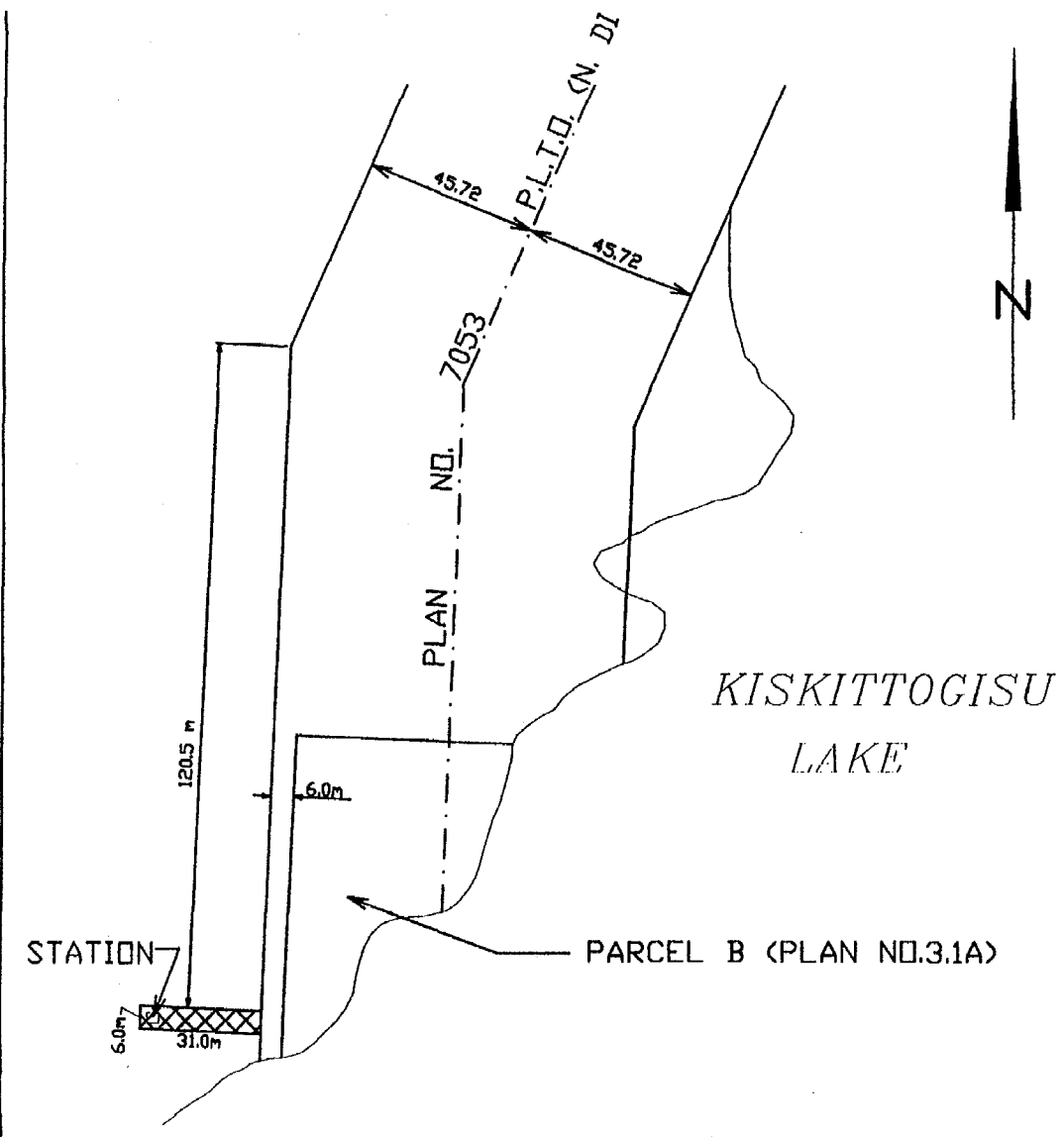
PLAN No. 3.1B Attached to and forming part of the  
Agreement dated \_\_\_\_\_ among Canada,  
Manitoba, Norway House and Hydro.

NOTES:  
SHORE LINES SHOWN ARE APPROXIMATE LOCATION TAKEN FROM  
TOPO MAPS  
THIS PLAN IS FOR INFORMATION ONLY AND IS NOT TO SCALE

DATE DRAWN  
JULY 30, 1996

File No. 508\_95

PLAN No. 3.1B



STATION

PARCEL B (PLAN NO.3.1A)

KISKITTOGISU  
LAKE



**SCHEDULE 3.4**

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**INUNDATION EASEMENT AGREEMENT**

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<b>INUNDATION EASEMENT LANDS .....</b>	<b>5</b>
<b>SCOPE OF INUNDATION EASEMENT .....</b>	<b>5</b>
<b>BANK AND SETBACK LINE PROTECTION .....</b>	<b>7</b>
<b>ACCESS TO INUNDATION EASEMENT LANDS .....</b>	<b>9</b>
<b>BUILDINGS AND STRUCTURES ON INUNDATION EASEMENT LANDS .....</b>	<b>10</b>
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<b>TAXES, LEVIES AND CHARGES .....</b>	<b>13</b>
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**SCHEDULE 3.4**

**INUNDATION EASEMENT AGREEMENT**

THIS AGREEMENT made this        day of        , A.D. .

AMONG:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by The Minister of Indian Affairs and Northern Development,

(hereinafter referred to as "**Canada**"),

OF THE FIRST PART,

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA, as represented by The Minister of Northern Affairs,

(hereinafter referred to as "**Manitoba**"),

OF THE SECOND PART,

THE NORWAY HOUSE CREE NATION, as represented by **Chief and Council**,

(hereinafter referred to as "**Norway House Cree Nation**"),

OF THE THIRD PART,

THE MANITOBA HYDRO-ELECTRIC BOARD,

(hereinafter referred to as "**Hydro**"),

OF THE FOURTH PART.

WHEREAS Indian Reserve Number 17 is a **Reserve**.

AND WHEREAS the **NFA** was entered into among **Canada, Manitoba, Hydro** and the Northern Flood Committee, Inc., negotiating on behalf of the Cross Lake, Nelson House, **Norway House Cree Nation**, Split Lake and York Factory Indian bands.

AND WHEREAS the **NFA** was ratified by each of the bands.

AND WHEREAS the **NFA** provides, among other provisions, for compensation for **Reserve Lands** and **Adverse Effects** on **Norway House Cree Nation** and **Members**.

AND WHEREAS the **NFA** provides that each of the said bands will facilitate, and **Canada** will grant, to **Hydro** certain easements, for purposes of the **Project**.

AND WHEREAS **Hydro** is an agent of the Crown in Right of Manitoba, and **Manitoba** will assume certain rights and obligations of **Hydro** as set forth under this **Inundation Easement Agreement**.

AND WHEREAS **Hydro** is empowered pursuant to The Manitoba Hydro Act (Manitoba) to take or use lands without the consent of the owner thereof; but in lieu of the exercise of powers of expropriation, the Governor in Council has, by Orders in Council 1977-2276 and 1978-594, approving the **NFA** pursuant to Section 35 of the Indian Act (Canada), agreed to grant an **Inundation Easement** to **Hydro** with respect to the lands described in this **Inundation Easement Agreement**; and, subject to the terms and conditions hereinafter set forth, **Canada** has directed that the **Inundation Easement** provided for in this **Inundation Easement Agreement** be granted to **Hydro** and that an instrument transferring partial administration and control of the said lands be issued in favour of **Manitoba**, in accordance with this **Inundation Easement Agreement**.

AND WHEREAS **Chief and Council** on behalf of **Norway House Cree Nation** has, by a Resolution, expressed approval of the grant of the **Inundation Easement** on and over certain **Reserve Lands** described in and upon terms and conditions set out in this **Inundation Easement Agreement**.

AND WHEREAS **Norway House Cree Nation** has, by referendum, ratified the **Agreement** among **Norway House Cree Nation**, **Canada**, **Manitoba** and **Hydro** and has authorized **Chief and Council** to enter into this **Inundation Easement Agreement** on behalf of **Norway House Cree Nation**.

AND WHEREAS the Minister of Indian Affairs and Northern Development, Canada, has been authorized to enter into this **Inundation Easement Agreement** on behalf of **Canada**.

AND WHEREAS the Minister of Northern Affairs, Manitoba, has been authorized to enter into this **Inundation Easement Agreement** on behalf of **Manitoba**.

AND WHEREAS the appropriate officers of **Hydro** have been authorized by the Manitoba Hydro-Electric Board to enter into this **Inundation Easement Agreement** on behalf of **Hydro**.

NOW THEREFORE, the **Parties** agree as follows:

1.0 **DEFINITIONS**

In this **Inundation Easement Agreement**:

1.1 **Agreement** means the agreement dated [insert the Date of the Agreement] among **Norway House Cree Nation**, **Canada**, **Manitoba** and **Hydro**.

1.2 **A.S.L.** means above sea level as established by Geodetic Survey of Canada in accordance with Revision No. 1 dated December, 1970.

1.3 **Canada** means Her Majesty the Queen in Right of Canada who, for the purposes of this **Inundation Easement Agreement**, is represented by the Minister of Indian Affairs and Northern Development.

1.4 **Chief and Council** means the Council of **Norway House Cree Nation** elected and in office.

1.5 **Community Organization** means any of:

- (a) **Chief and Council;**
- (b) **Norway House Cree Nation;**
- (c) any group or unincorporated association whose membership is wholly or substantially comprised of **Members;**
- (d) any unincorporated association established by **Chief and Council;**
- (e) any corporation or co-operative, with share capital, wholly or substantially owned, legally or beneficially, and controlled by **Norway House Cree Nation** or **Members;** or
- (f) any corporation or co-operative, without share capital, the membership of which consists wholly or substantially of **Norway House Cree Nation** or **Members.**

1.6 **Controlling Bench Marks** means any one of:

- (a) Norway House No. 68-M-003 Lat. 53-58.8 Long. 97-50.0 Nurses residence, tablet in west or front concrete foundation 0.6 metres (2.0 feet) north of southwest corner and 1.2 metres (4.0 feet) below top of foundation, 0.3 metres (1.0) foot above lawn, Elevation of 221.273 metres (725.96 feet) **A.S.L.;**
- (b) Norway House BM6 M6873 Norway House Forestry Island, Brass cap set in bedrock on north side of island at the old recorder site, Elevation of 217.783m (714.51ft) **A.S.L.;**
- (c) Norway House 5 Lat. 53-58.8 Long. 97-50.0 U. No. 68M036, being a tablet in top of rocky shoreline, directly across river from post office, established by Inland Waters Branch, Elevation of 219.511m (720.18 ft) **A.S.L.;**
- (d) Norway House 4 Lat. 53-58.8 Long. 97.50.0 U. No. 68M035 being a tablet in top of rock outcrop, halfway between post office and Hudson Bay wharf, established by Inland Waters Branch, Elevation of 219.114m (718.88 ft) **A.S.L.;**

or any replacement bench mark established as provided in Article 2.2.2(h) of the **Agreement.**

1.7 **Date of the Agreement** means the date the **Agreement** has been executed by all **Parties.**

1.8 **Existing Development** means all those physical works related to the hydro-electric development on the Churchill, Nelson, Rat and Burntwood River Systems and the Lake Winnipeg Regulation System north of the 53rd parallel to the extent such works have been physically developed and constructed, by or on behalf of **Hydro** to the **Date of the Agreement;** and, without limiting the generality of the foregoing, shall include all dams, dikes, channels, control structures, excavations, generating stations, roads, transmission lines and other works forming part of, or related to, all aspects of such hydro-electric development including:

- Lake Winnipeg Regulation,
- Churchill River Diversion, including, without limitation, the Notigi and Missi Control Structures,
- Grand Rapids Generating Station,
- Laurie River Generating Station,
- Kelsey Generating Station,
- Kettle Generating Station,
- Long Spruce Generating Station,
- Limestone Generating Station,

and the access road and other physical construction with respect to the proposed Conawapa Generating Station.

- 1.9 **Gauging Station** means a location and facility where systematic records of water levels are obtained or **Flows** are monitored.
- 1.10 **Hydro** means the Manitoba Hydro-Electric Board.
- 1.11 **Inundation Easement** means the interest in the **Inundation Easement Lands** to be granted by **Canada** to **Hydro** and **Manitoba**.
- 1.12 **Inundation Easement Agreement** means this agreement.
- 1.13 **Inundation Easement Lands** means the lands which are subject to this **Inundation Easement**, described in Article 2.1 of this **Inundation Easement Agreement**.
- 1.14 **Manitoba** means Her Majesty the Queen in Right of the Province Manitoba who, for the purposes of this **Inundation Easement Agreement**, is represented by the Minister of Northern Affairs.
- 1.15 **Member** means a person who, at the relevant time, is a member of **Norway House Cree Nation** pursuant to the Indian Act (Canada).
- 1.16 **NFA** means the agreement dated December 16, 1977, between **Manitoba, Hydro**, the **NFC** and **Canada**, including all schedules annexed thereto, and includes the Economic Development Agreement between the same parties dated the 1st day of September, 1977.
- 1.17 **NFC** means the Northern Flood Committee, Inc.
- 1.18 **Norway House Cree Nation** means the Norway House Cree Nation, Band # 278, a "band" within the meaning of the Indian Act (Canada), which for all purposes of this **Inundation Easement Agreement** is represented by **Chief and Council**.
- 1.19 **Norway House Resource Management Area** means the area described and shown on Schedule 5.1 to the **Agreement** and includes the rivers and lakes therein and the **Reserve Lands** which from time to time may be included, subject to changes that may be made in accordance with Article 5 of the **Agreement**.
- 1.20 **Party** means any of **Canada, Manitoba, Norway House Cree Nation** and **Hydro**.
- 1.21 **Project** means and includes all **Existing Development** and all future hydro-electric development or redevelopment by **Hydro** on the Churchill, Nelson, Rat and Burntwood River Systems and includes all development or redevelopment by **Hydro** of the Lake Winnipeg Regulation System north of the 53rd (fifty-third) parallel.
- 1.22 **Reserve** has the same meaning as in the Indian Act (Canada) but is restricted to those reserves set apart for the use and benefit of **Norway House Cree Nation**.
- 1.23 **Reserve Lands** means lands within the **Reserve**.
- 1.24 **Setback Line** means the line marking the inland boundary of the **Inundation Easement Lands**.

1.25 **Static Inundation Level** means the inundation level with wind effects eliminated.

## 2.0 INUNDATION EASEMENT LANDS

2.1 **Canada** shall:

- (a) by instrument under the Federal Real Property Act (Canada), grant to **Hydro** the right, privilege and easement in accordance with the terms and conditions in this **Inundation Easement Agreement**; and
- (b) by instrument under the Federal Real Property Act (Canada), transfer to **Manitoba** such administration and control required to assure **Manitoba** receives the right, privilege and easement in accordance with the terms and conditions in this **Inundation Easement Agreement**;

with respect to all the lands described as:

***"Insert descriptions from Schedule 3.9 to the Agreement."***

and any lands which may be added through accretion.

2.2 The **Inundation Easement** is granted for the benefit of the dominant tenements being:

- (a) the lands and interests in land owned by **Hydro** appurtenant to the **Easement Lands** which are legally described as follows:
  - Parcels A, B and C Plan 32933 PLTO in 17 and 20-64-4 WPM and part of the bed of the Nelson River West Channel;
  - Parcels A, B, C and D Plan 21085 PLTO in 11-12 and 13 96-5 WPM and the bed of the Churchill River; and
  - Parcel A Plan 21136 PLTO in 13, 24 and 25-85-18 EPM and the bed of the Nelson River.
 upon which **Hydro** owns and operates a hydro-electric system, including the dams and control structures, the construction and operation of which require the storage and inundation of water upon the **Easement Lands**; and
- (b) lands and interests in lands owned by **Manitoba** appurtenant to the **Easement Lands**, including the bed of Lake Winnipeg, portions of the beds of the Nelson and Churchill Rivers and the water therein, lands adjacent to and abutting the beds of the Churchill and Nelson Rivers and the water power generated in the lands described in this Article 2.2, the development and utilization of which requires the storage and inundation of water upon the **Easement Lands**.

## 3.0 SCOPE OF INUNDATION EASEMENT

3.1 **Hydro** and **Manitoba** shall have the right and privilege during the currency of the **Inundation Easement** to inundate and store water on the **Inundation Easement Lands** in accordance with, and subject to, the provisions of this **Inundation Easement Agreement**, and shall and may peaceably hold and enjoy the rights, privileges and easements hereby granted without obstruction, hindrance, molestation or interruption on the part of **Canada**, **Norway House Cree Nation**, or any person claiming by, through, or under **Canada** or **Norway House Cree Nation**.

3.2 The **Inundation Easement** granted in this **Inundation Easement Agreement**, to inundate and store water on the **Inundation Easement Lands** in accordance with the provisions of this **Inundation Easement Agreement**, is solely for the purposes related or ancillary to the **Project**.

3.3 **Hydro** and **Manitoba** shall not be liable to **Canada**, or **Norway House Cree Nation**, for any loss or damage to persons or property, by virtue of their use of the **Inundation Easement Lands** for inundation and storage of water, within the terms and conditions prescribed in this

**Inundation Easement Agreement**; but **Hydro** shall be liable for any loss, damage, or injury to persons or property, arising from the breach by **Hydro**, its agents, employees, contractors and sub-contractors, of any provisions of this **Inundation Easement Agreement**; and, where **Manitoba** has pursuant to this **Inundation Easement Agreement** assumed the rights and obligations of **Hydro** or any successor of **Hydro**, **Manitoba** shall be liable for any loss, damage, or injury to persons or property, arising from the breach of any provision of this **Inundation Easement Agreement** by **Hydro**, or its successor as operator of the works comprising the **Project** and their respective agents, employees, contractors and sub-contractors.

3.4 This **Inundation Easement** grants to **Hydro** and **Manitoba** no rights to, or to the use of, the **Inundation Easement Lands**, other than those expressly set forth in this **Inundation Easement Agreement**; and the **Inundation Easement Lands** remain **Reserve Lands** under the Indian Act (Canada); and **Norway House Cree Nation** may continue any and all uses of the **Inundation Easement Lands** which are not inconsistent with the provisions of this **Inundation Easement Agreement**. This **Inundation Easement** is made solely for the purposes stated in this **Inundation Easement Agreement**, and does not create any additional rights of tenancy, or any possessory rights of exclusive use or occupation by implication. No actions of **Hydro**, **Manitoba**, **Norway House Cree Nation** or **Canada**, pursuant to this **Inundation Easement Agreement**, shall be deemed to create any additional rights or privileges in favour of **Hydro** or **Manitoba** in the **Inundation Easement Lands**, beyond those expressly set forth in this **Inundation Easement Agreement**.

3.5 If **Hydro** ceases:

- (a) to be an agent of Her Majesty the Queen in Right of Manitoba;
- (b) to have legal authority and control over the operation of the **Project**; or
- (c) to have legal authority and control over the operation of any major work or structure constituting part of the **Project**, the operation of which could affect inundation or storage of water on a water body within the **Norway House Resource Management Area**;

then **Manitoba** shall:

- (d) in the circumstances to which Articles 3.5(a) or (b) applies, assume all of the rights and obligations of **Hydro** under this **Inundation Easement Agreement**; and,
- (e) in the circumstances to which Article 3.5(c) applies, assume the rights and obligations of **Hydro** under this **Inundation Easement Agreement**, as such rights and obligations relate to the works or structures over which **Hydro** no longer has effective authority and control.

In all such events, the provisions of this **Agreement** shall be read, with the necessary changes, to reflect the assumption by **Manitoba** of the rights and obligations of **Hydro** under this **Inundation Easement Agreement**, but such assumption shall not relieve **Hydro**, or any successor of **Hydro** of its obligations under this **Inundation Easement Agreement**.

3.6 An allegation that **Manitoba** has assumed the rights and obligations of **Hydro** under Article 3.5 may only be referred to arbitration or to court by a **Party**.

3.7 The grant of **Inundation Easement** to **Hydro** and **Manitoba** in the form of a transfer of partial administration and control does not express or imply any other or additional transfer of jurisdiction to **Manitoba** in respect of **Norway House Cree Nation** or lands reserved for **Norway House Cree Nation**, or any alteration of aboriginal and treaty rights recognized and affirmed by the Constitution Act, 1982.

3.8 **Hydro** may use and enjoy the rights under this **Inundation Easement** which are within the scope of the existing or subsequent licences or approvals duly obtained, providing that no such licence or approval shall be deemed to amend this **Inundation Easement Agreement** in any

way. Except to the extent expressed, the granting of this **Inundation Easement**, and the provisions of this **Inundation Easement Agreement**, do not constitute approval or acceptance by **Canada** or **Norway House Cree Nation**, of the **Project**, or of any application or authorization which **Hydro** may make or obtain.

3.9 Except as expressly set forth in this **Inundation Easement Agreement**, the **Inundation Easement** shall not amend, alter, grant relief from, or substitute for, any obligations imposed upon **Hydro** by or pursuant to any law of **Canada** or **Manitoba**.

3.10 Upon not less than thirty (30) days written notice to **Canada** and **Norway House Cree Nation**, and subject to the consent of **Canada**, which consent shall not be unreasonably withheld, and **Chief and Council** on behalf of **Norway House Cree Nation**, which consent **Norway House Cree Nation** agrees shall not be unreasonably withheld, **Hydro** and **Manitoba** will have the right, at their own expense, to construct, erect and maintain on the **Inundation Easement Lands**, bench marks and **Gauging Stations** as may reasonably be required for the purposes of the **Project**. **Hydro** and **Manitoba** shall have the obligation to maintain any bench marks or **Gauging Stations** which either erects on the **Inundation Easement Lands** until either has provided notice to **Norway House Cree Nation** of its intention to abandon such bench marks and **Gauging Stations** whereupon **Hydro** or **Manitoba**, as the case may be, shall remove such structures and restore the lands, to the extent reasonably practicable, to their original condition.

#### 4.0 **BANK AND SETBACK LINE PROTECTION, MAINTENANCE AND RELATED MATTERS**

4.1 **Hydro** and **Chief and Council** on behalf of **Norway House Cree Nation** may inspect, protect and maintain, at their own expense, the banks and shorelines forming part of the **Inundation Easement Lands**.

4.2 **Hydro** shall periodically inspect, protect and maintain, at its own expense, the banks and shorelines within the **Inundation Easement Lands**, to ensure that **Reserve Lands** above the **Setback Line**, and not forming part of the **Inundation Easement Lands**, are not damaged or impaired by erosion, slumping or other adverse impacts due to the use of the **Inundation Easement Lands** for the purposes of the **Project**.

4.3 Where bank protection, shoreline work or maintenance work is required on **Inundation Easement Lands** to prevent inundation beyond the **Inundation Easement Lands** or otherwise to protect the **Inundation Easement**, such work shall be the right and responsibility of **Hydro** to perform at its own expense.

4.4 Where bank protection, shoreline work or maintenance work is required to protect any development on **Inundation Easement Lands** permitted by **Chief and Council** on behalf of **Norway House Cree Nation**, pursuant to this **Inundation Easement Agreement**, such work shall be the right and responsibility of **Norway House Cree Nation** to perform at its own expense.

4.5 All bank protection, shoreline or maintenance work on **Inundation Easement Lands**, performed under this **Inundation Easement Agreement**, shall be done in a good and workmanlike manner in accordance with applicable engineering standards.

4.6 Except while work permitted by this **Inundation Easement Agreement** is in progress, **Hydro**, its agents, employees, contractors and sub-contractors shall not leave, park or store any vehicles, equipment or other chattels on the **Inundation Easement Lands**.

4.7 Except as provided in Articles 4.10 or 6.8, where damage is done on **Reserve Lands**



to any works, buildings, crops, fences, livestock, goods or chattels of **Members, Norway House Cree Nation, a Community Organization or Canada**, or any person claiming through or under **Norway House Cree Nation or Canada**, and the damage is caused by **Hydro**, its agents, employees, contractors or sub-contractors, **Hydro** shall compensate such **Member, Norway House Cree Nation, Community Organization or Canada** or any such person claiming through or under **Norway House Cree Nation or Canada** in respect of such damage.

4.8 Where damage is caused to bank protection put in place by **Hydro**, or like works constructed or placed by **Hydro** on the **Inundation Easement Lands**, which damage **Chief and Council** on behalf of **Norway House Cree Nation** ought reasonably to have prevented, such works shall be restored to the reasonable satisfaction of **Hydro** at the expense of **Norway House Cree Nation**.

4.9 Subject to the provisions of Articles 6.2 to 6.8, inclusive, **Hydro** shall indemnify and save harmless **Norway House Cree Nation and Canada**, from and against any claims of any kind for loss, injury or damage to persons or property as a result of the presence or operation of vehicles, equipment or chattels of **Hydro**, its agents, employees, contractors or sub-contractors, on the **Inundation Easement Lands** or access routes thereto; except that **Hydro** shall not be responsible where work under this **Inundation Easement** is performed on its behalf by **Members** under the direction and supervision of **Chief and Council**.

4.10 **Hydro** shall not be liable under either Article 4.7 or Article 4.9, to the extent that the damage results from the negligence of the person who has suffered the loss, or from a use, by that person, of the **Inundation Easement Lands** which is not authorized or permitted by this **Inundation Easement Agreement**.

4.11 **Hydro**, its employees, agents, contractors or sub-contractors may fell, cut, trim, or remove any trees or parts thereof, on or from the **Inundation Easement Lands** below the relevant maximum permissible **Static Inundation Level** under Article 7.1. Above that level, **Hydro** may request permission of **Canada and Norway House Cree Nation** to cut or remove trees or timber, pursuant to the provisions of the Indian Act (Canada) and the "Indian Reserve Timber Regulations" or any successor legislation; and such consent shall not be unreasonably withheld.

4.12 Except as otherwise provided in this **Inundation Easement Agreement**, **Hydro**, its agents, employees, contractors and sub-contractors shall not commit or permit the commission of any waste, spoilage or destruction, or dump any rubbish or any other matter of an offensive nature, anywhere on the **Reserve**, except in such places and at such times as may have been previously designated by **Chief and Council** on behalf of **Norway House Cree Nation or Canada**. Inundation and storage of water permitted by this **Inundation Easement Agreement** shall not be a contravention of this Article 4.12.

4.13 **Hydro** shall promptly remove debris or waste material placed or caused to be placed on the **Inundation Easement Lands** by **Hydro** works or operations, other than debris or waste resulting from the inundation and storage of water as permitted under this **Inundation Easement Agreement** and, in any event, not later than fourteen (14) days after receipt of a written request to do so from **Chief and Council** on behalf of **Norway House Cree Nation**.

4.14 **Hydro** shall dispose of any material excavated or removed from the **Inundation Easement Lands** as may reasonably be directed, in writing, by **Chief and Council** on behalf of **Norway House Cree Nation**. In an emergency or, if no such direction is provided within seven (7) days of a request for direction, such material may be disposed of off **Reserve**. Any such direction or disposal shall be in compliance with all applicable laws and regulations.

4.15 If required, so that construction or other activities within or near the **Setback Line** can be appropriately located, **Hydro** shall, if requested and reasonably required by **Chief and Council** on behalf of **Norway House Cree Nation** or **Canada**, in a timely fashion, restore the **Setback Line**, and cut lines associated therewith, and replace any missing survey monuments to the satisfaction of the Surveyor General of Canada.

4.16 **Hydro** shall ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed in the course of any of its activities pursuant to this **Inundation Easement Agreement**. Where any monuments have been or are disturbed, damaged or destroyed as a result of **Hydro** activities or works related to the **Project**, including **Project** operations, **Hydro** shall, at its expense, and in a timely fashion, have such monuments replaced by a qualified Land Surveyor to the satisfaction of the Surveyor General of Canada. This section does not apply to legal or control monuments which are lawfully inundated.

4.17 Where survey monuments are disturbed as a result of wilful, deliberate or negligent actions of the agents, servants or employees of **Norway House Cree Nation** or **Canada**, it shall be the responsibility of that **Party** to restore or replace such monuments, in a timely fashion and in a manner satisfactory to the Surveyor General of Canada.

4.18 Where **Setback Lines** have not been the subject of an on the ground survey and installation of monuments, **Hydro** shall, upon reasonable notice from **Chief and Council** on behalf of **Norway House Cree Nation** or **Canada**, use its best efforts to expeditiously, and in any event, within twelve (12) months of such notice, survey and install monuments in accordance with the requirements of the Surveyor General of Canada.

4.19 **Hydro** shall, insofar as it is reasonably practical to do so, conduct all work so as not to interfere with the ordinary use of the **Inundation Easement Lands**, or **Reserve Lands** adjacent to the **Inundation Easement Lands**.

## 5.0 ACCESS TO INUNDATION EASEMENT LANDS

5.1 Subject to the terms set forth in this **Inundation Easement Agreement**, **Canada** and **Norway House Cree Nation** grant to **Hydro**, its servants, employees and agents, a licence, without charge, for access to and from the **Inundation Easement Lands**, over and upon the **Reserve**, and over and upon any other lands which do not now but which may in the future form part of the **Reserve** with or without vehicles, machinery and equipment, for such inspections, bank protection, maintenance and other purposes authorized by this **Inundation Easement**, as **Hydro** at any time deems necessary or expedient.

5.2 Notice requirements for access shall be as follows:

- (a) Except in the case of an emergency, **Hydro** shall give **Norway House Cree Nation** not less than thirty (30) days written notice of the nature of bank protection, maintenance or other work to be done on the **Inundation Easement Lands**, and not less than ten (10) days written notice of inspections on **Inundation Easement Lands**, or such other periods of notice as may be agreed upon by **Hydro** and **Chief and Council** on behalf of **Norway House Cree Nation** in writing; and,
- (b) In the event of an emergency, **Hydro** shall, as soon as possible after the need is identified, give **Norway House Cree Nation** and **Canada** notice by telephone or facsimile of the nature of the work involved.

5.3 Where it is practical one of the following means of access to the **Inundation Easement Lands** shall be used:

- (a) a provincial highway or other provincial road leading to the **Inundation Easement**

**Lands;**

- (b) the water adjacent to the **Inundation Easement Lands**;
- (c) an aircraft; or,
- (d) via lands other than **Reserve Lands**, where such lands are owned by the Crown in Right of Manitoba or **Hydro**, or are lands to which **Hydro** has a right of access and which are adjacent to the **Inundation Easement Lands**, other than lands forming part of the **Reserve**.

5.4 Where, in the opinion of **Hydro**, it is impossible or impractical to enter upon or exit from the **Inundation Easement Lands** for valid purposes under this **Inundation Easement Agreement** by any one or more of the means provided in Article 5.3, **Hydro**, except in the case of an emergency, shall so notify **Norway House Cree Nation** in writing at least twenty-one (21) days (or at least ten (10) days when the purpose is for inspections) in advance of such proposed entry or exit across the **Reserve Lands**. Such notice shall:

- (a) include the nature, number, dimensions and gross weight of any vehicles, equipment or materials to be transported to or on the **Inundation Easement Lands**;
- (b) set forth the reasons why other means of entry or exit are impossible or impractical in the circumstances;
- (c) set forth the approximate number of persons involved, the proposed route, and the earliest contemplated entry date and estimated exit date.

In the event of an emergency, **Hydro** shall give notice by telephone and facsimile to **Norway House Cree Nation** and **Canada** as soon as the circumstances of the emergency are known to **Hydro**.

5.5 Access across **Reserve Lands** shall be by means of **Reserve** roads, except where that is demonstrably impractical.

5.6 **Chief and Council** on behalf of **Norway House Cree Nation** may, within seven (7) days of receipt of a notice under Article 5.4, object to the proposed access by notifying **Hydro** in writing of its objections. Promptly after receipt of such a notice by **Hydro**, **Chief and Council** on behalf of **Norway House Cree Nation** and **Hydro** shall use their best efforts to resolve their differences. If those differences cannot, in the opinion of either **Chief and Council** or **Hydro**, be resolved within a reasonable time, either **Party** may have recourse to court to resolve the dispute; and, except in an emergency, **Hydro** shall refrain from use of the proposed access until the dispute is conclusively disposed of by such court.

5.7 In the event of an emergency, **Hydro** may use the proposed access. If there is a dispute as to whether or not an emergency exists, a court may find that an emergency does not exist, and order **Hydro** to cease use of the proposed access.

5.8 **Chief and Council** on behalf of **Norway House Cree Nation** will take all reasonable steps to enable **Hydro** to exercise its rights of entry and exit as provided for in this **Inundation Easement Agreement**, without hindrance or interference.

5.9 **Hydro** will repair any damage to **Reserve Lands** caused by its exercising this right of entry and exit and, to the extent reasonably practicable, restore the land to the condition it was in prior to the damage.

## 6.0 BUILDINGS AND STRUCTURES ON INUNDATION EASEMENT LANDS

6.1 **Hydro** shall not construct any permanent works, buildings, structures or improvements on the **Inundation Easement Lands**, other than:

- (a) bench marks and **Gauging Stations** as may reasonably be required for the purposes of the **Project**; and

(b) works in the nature of bank protection and shoreline maintenance or related work; without the prior written consent of **Chief and Council**, on behalf of **Norway House Cree Nation**, and **Canada**.

6.2 Except for **Hydro's** right to construct bench marks and **Gauging Stations** as may reasonably be required for the purposes of the **Project** and to do works in the nature of bank protection and shoreline maintenance or related works, which right is granted in Article 6.1 of this **Inundation Easement Agreement**, no person shall develop, improve or build a structure of any kind on the **Inundation Easement Lands** without prior approval from **Chief and Council** on behalf of **Norway House Cree Nation**, and any other approvals required under the Indian Act (Canada).

6.3 Subject to the provisions of this Article 6, **Chief and Council** on behalf of **Norway House Cree Nation**, may permit a structure, development or improvement upon **Inundation Easement Lands**, which are, or are not, inundated.

6.4 **Norway House Cree Nation** agrees that **Chief and Council** shall give **Hydro** and **Canada** not less than thirty (30) days notice of any **Chief and Council** meeting at which a proposal will be considered, to which Articles 6.2 or 6.3 apply. Such notice shall include:

- (a) a description of the nature and location on the **Inundation Easement Lands** of the proposed structure, development or improvement; and,
- (b) the date, time and place of the **Chief and Council** meeting at which the proposal is to be considered.

**Hydro** shall have the right but not the obligation to forward a written submission to **Chief and Council** commenting on the proposed structure, development or improvement or to enter the **Reserve** to appear at such meeting and make representations to **Chief and Council**.

6.5 **Chief and Council** will grant permission, under Article 6.3, only where:

- (a) the structure, development or improvement is, in its judgment, necessary for the economic and social well-being of **Norway House Cree Nation**; and,
- (b) the structure, development or improvement can reasonably be expected not to materially interfere with or adversely affect **Hydro's** rights under this **Inundation Easement Agreement**, including **Hydro's** right to:
  - (i) inundate and store water on the **Inundation Easement Lands** as provided for in this **Inundation Easement Agreement**,
  - (ii) access the **Inundation Easement Lands** in accordance with the entry and exit provisions of this **Inundation Easement Agreement**, or
  - (iii) carry out bank protection, shoreline maintenance and related works on the **Inundation Easement Lands**, necessary for **Hydro** operations in accordance with the provisions of this **Inundation Easement Agreement**.

6.6 Where it appears to **Hydro** that a structure or improvement on the **Inundation Easement Lands**, other than its own, is causing or is likely to cause the effects described in Article 6.5(b), **Hydro** shall so notify **Norway House Cree Nation** and **Canada** in writing and indicate:

- (a) that **Hydro** proposes to alter or remove the structure or improvement at its own expense and, subject to the provisions of Article 6.7, without liability therefor on a date not sooner than twenty-one (21) days from the date notice is received by **Norway House Cree Nation**; or,
- (b) that **Hydro** requests that **Norway House Cree Nation** arrange for removal of the structure or improvement, whereupon **Norway House Cree Nation** agrees that **Chief and Council** will arrange for the structure or improvement to be removed at the expense of **Norway House Cree Nation**.

6.7 **Chief and Council** on behalf of **Norway House Cree Nation** may, within fourteen

(14) days of receipt of a notice under Article 6.6, object to the course of action by notifying **Hydro** and **Canada** in writing of the nature of its objections. Promptly after receipt of any such notice, **Chief and Council**, on behalf of **Norway House Cree Nation**, and **Hydro** shall use their best efforts to resolve their differences. If those differences cannot be resolved within a reasonable time, any **Party** may proceed to court to resolve the dispute. Any action taken by **Hydro** to remove such structure or improvement shall be at **Hydro's** risk, until the dispute has been finally resolved by the court.

6.8 Except where damage occurs as a result of negligence or breach of the provisions of this **Inundation Easement Agreement** by **Hydro** its agents, employees or servants, **Hydro** is not liable under this **Inundation Easement Agreement** for any damage to any improvements, structures, works, buildings, crops, fences, livestock, goods or chattels which are on the **Inundation Easement Lands**, which damage is incidental to the exercise by **Hydro** of its rights under this **Inundation Easement**, or which is caused by the inundation and storage of water on **Inundation Easement Lands**.

## 7.0 ADDITIONAL INUNDATION EASEMENT TERMS

7.1 The granting of the **Inundation Easement** by **Canada** is subject to the conditions that **Hydro** shall:

- (a) to the extent it is possible to do so and is within the control and authority of **Hydro**, control the flow of water on the regulated waterways so as to ensure that the **Static Inundation Level** on Little Playgreen Lake adjacent to the **Reserve** does not exceed 715 feet **A.S.L.**;
- (b) use all practical means, including adjustment of flows through control structures, to prevent any inundation of **Reserve Lands** lying between the **Static Inundation Level**, on Little Playgreen Lake adjacent to the **Reserve**, of 715 feet **A.S.L.** and the **Setback Lines**.

7.2 Nothing in this **Inundation Easement Agreement** shall be deemed:

- (a) to give **Hydro** any title to the casual revenues of the federal Crown, or to any mines, ores, metals, coal, slate, oil, gas, hydrocarbons, aggregate or other minerals in or under the land comprising the **Inundation Easement Lands**; or
- (b) to prevent the exploitation of such minerals by or with the permission of **Norway House Cree Nation** in accordance with the Indian Act (Canada) provided that such exploitation does not interfere with or derogate from **Hydro's** rights and privileges of access to the **Inundation Easement Lands** to inundate and store water on the **Inundation Easement Lands** and to carry out bank protection, shoreline maintenance and related works on the **Inundation Easement Lands**, in accordance with the provisions of this **Inundation Easement Agreement**.

7.3 Subject to Article 3.5 of this **Inundation Easement Agreement**, **Hydro** may assign or encumber the rights granted by this **Inundation Easement Agreement**. Promptly upon any such assignment, **Hydro** shall give written notice to **Canada** and **Norway House Cree Nation**.

7.4 **Manitoba** may assign or encumber its rights or assign its obligations, under this **Inundation Easement Agreement**. Promptly upon any such assignment or encumbrance, **Manitoba** shall give written notice to **Canada** and **Norway House Cree Nation**. **Manitoba** shall remain liable for the performance of all of **Manitoba's** covenants in the event of such assignment or encumbrance, including those obligations of **Hydro** it is required to assume pursuant to this **Inundation Easement Agreement**.

7.5 Neither **Canada** nor **Norway House Cree Nation** shall dispose of or alienate their

respective interests in the **Inundation Easement Lands**, except subject to the terms of this **Inundation Easement Agreement**. No alienation of the **Inundation Easement Lands** shall be permitted unless there are reservations in favour of **Manitoba** and **Hydro** of all of the rights and privileges to which **Manitoba** and **Hydro** are entitled under this **Inundation Easement Agreement**, including this provision in a form which binds assignees and successors.

7.6 When it is necessary for the purposes of this **Inundation Easement** to determine elevations, those elevations shall be based on the **Controlling Bench Marks** and **A.S.L.**

#### 8.0 TAXES, LEVIES AND CHARGES

8.1 **Hydro** may exercise the **Inundation Easement** without charge, rate, levy, assessment, licence, fee or tax exigible by or payable to **Canada** or **Norway House Cree Nation** in respect thereof, including taxes, levies or charges levied, or purported to be levied, by means of by-laws pursuant to the **Indian Act** (Canada), or any successor legislation; and this Article 8.1 shall be a full and sufficient exemption from any such charges.

8.2 Article 8.1 shall not exempt **Hydro** from any applicable excise tax, income tax, goods and services tax, or any other tax not covered by Article 8.1.

8.3 **Hydro** shall be responsible for, and shall indemnify **Canada** and **Norway House Cree Nation** for any levies, taxes or charges assessed against the interest of **Hydro** in the **Inundation Easement Lands**, or related to the use of the **Inundation Easement Lands** by **Hydro**, its agents, employees, contractors and sub-contractors, where any such levies, taxes or charges are assessed pursuant to the laws of the Province of Manitoba, or are not within the scope of the provisions of Article 8.1.

#### 9.0 WARRANTIES OF POWER AND AUTHORITY

9.1 **Canada** hereby warrants that it has the full power and authority to grant to **Hydro** and **Manitoba** the rights, privileges and the **Inundation Easement** granted in this **Inundation Easement Agreement**, and to be bound by this **Inundation Easement Agreement**.

9.2 **Hydro** warrants that it has full power and authority to enter into and be bound by this **Inundation Easement Agreement**, and that it is in compliance with all statutory requirements and **Hydro** by-laws related to its execution.

9.3 **Manitoba** warrants that it has full power and authority to enter into and be bound by this **Inundation Easement Agreement**.

9.4 **Norway House Cree Nation** warrants that it has full power and authority to enter into and be bound by this **Inundation Easement Agreement**.

9.5 It is expressly understood by **Hydro** and **Manitoba** that **Canada** does not in any way warrant, control, guarantee or assume any liability, of any kind whatsoever, with respect to any actions of **Norway House Cree Nation** or **Chief and Council** in connection with the **Inundation Easement** or this **Inundation Easement Agreement**.

9.6 **Norway House Cree Nation** and **Chief and Council** warrant that they have been independently advised by legal and technical counsel and advisors of their choice, before entering into this **Inundation Easement Agreement**.

**10.0 WAIVER, INDEMNIFICATION AND CORRECTION OF BREACH**

10.1 **Hydro** will save **Canada** and **Norway House Cree Nation** harmless, and keep **Canada** and **Norway House Cree Nation** indemnified from and against, all actions, claims, and demands that may be made against **Canada** and **Norway House Cree Nation** by reason of any act or omission by **Hydro**, in the exercise or purported exercise of the rights granted by this **Inundation Easement Agreement**, or occasioned by or attributable to anything done or omitted to be done by **Hydro**, its agents, employees, contractors or sub-contractors in the exercise or purported exercise of the rights granted by this **Inundation Easement Agreement**.

10.2 **Hydro** shall indemnify and save harmless **Canada** and **Norway House Cree Nation** in respect of any actual or purported liens, encumbrances or charges which may attach to the **Inundation Easement Lands** under the laws of Manitoba or Canada, where such liens, encumbrances or charges arise from the acts or omissions of **Hydro**, its agents, employees, contractors or sub-contractors. This indemnity is conditional upon the indemnified **Party** promptly giving notice to **Hydro** of any such action, claim or demand, and not settling any such action, claim or demand without the prior written consent of **Hydro**.

10.3 No waiver of any breach, by or on behalf of **Canada**, shall take place or be binding unless the waiver is in writing signed by the Minister, Deputy Minister or Assistant Deputy Minister, responsible under the laws of Canada and any such waiver shall apply only to the particular breach to which such waiver specifically relates, and shall not be deemed to be a general waiver, or to limit or affect the rights of **Canada** with respect to any future or other breach.

10.4 No waiver of any breach, by or on behalf of **Norway House Cree Nation**, shall take place or be binding unless authorized in a Resolution passed by **Chief and Council** and any such waiver shall apply only to the particular breach to which such waiver specifically relates, and shall not be deemed to be a general waiver, or to limit or affect the rights of **Norway House Cree Nation** with respect to any future or other breach.

10.5 No waiver of any breach, by or on behalf of **Hydro**, shall take place or be binding unless the same be expressed in writing over the signature of the Chairman, President or Vice President of **Hydro**, and any such waiver shall apply only to the particular breach to which such waiver specifically relates, and shall not be deemed to be a general waiver, or to limit or affect the rights of **Hydro** with respect to any future or other breach.

10.6 No waiver of any breach, by or on behalf of **Manitoba**, shall take place or be binding unless the same be expressed in writing over the signature of the Minister of the Government of Manitoba responsible for **Hydro** or Northern Affairs, and any such waiver shall apply only to the particular breach to which such waiver specifically relates, and shall not be deemed to be a general waiver, or to limit or affect the rights of **Manitoba** with respect to any future or other breach.

10.7 **Norway House Cree Nation** hereby releases and forever discharges **Canada**, **Hydro** and **Manitoba** of and from any and all actions, causes of action, suits, claims, demands, losses or damages of any kind or nature whatsoever, at law or in equity, which **Norway House Cree Nation** or **Norway House Cree Nation** on behalf of any **Member**, their respective successors, assigns, heirs, executors or administrators, now have or hereafter can, shall or may have, for, or by reason of, any cause, matter or thing whatsoever, in relation to the granting of this **Inundation Easement Agreement** and the arrangements or matters specifically provided for in this **Inundation Easement Agreement**. Nothing in this section shall relieve **Canada**, **Hydro** or **Manitoba** of liability for breaches of the **Inundation Easement** or the **Inundation Easement Agreement**, future negligent acts or omissions or wilful misconduct, on its own part, or on the part of those for whom it is responsible at law.

10.8 **Manitoba, Norway House Cree Nation and Hydro** release **Canada** from all liability with respect to the definition, selection or determination of the **Controlling Bench Marks** and **A.S.L.**, and the determination of the **Setback Lines** in accordance therewith, for the purposes of this **Inundation Easement**.

#### 11.0 **GENERAL PROVISIONS**

11.1 The preamble is inserted solely for historical purposes and may not be used or referred to in interpreting any part of this **Inundation Easement Agreement**.

11.2 The division of this **Inundation Easement Agreement** into articles, and the article headings are for convenience of reference only, and shall not affect the construction or interpretation of this **Inundation Easement Agreement**. Headings used in this **Inundation Easement Agreement** are for general guidance only and do not have substantive meaning so as to modify the provisions of this **Inundation Easement Agreement** or alter or modify the **Inundation Easement**.

11.3 Words importing the singular number include the plural and vice versa.

11.4 Except where the original document, data or measuring device was in Imperial, and subject to any legislative requirement, in the event of a conflict between metric and Imperial measure, metric measure shall prevail. The **Parties** agree that the metric conversion rate to be used for purposes of this **Inundation Easement Agreement** shall be 1 foot equals 0.3048 metres and 1 metre equals 3.28084 feet.

11.5 Each of the **Parties** to this **Inundation Easement Agreement** will deliver such instruments of transfer, conveyance and assignment, and take such further action as may be required, to effectively complete any matter provided for in this **Inundation Easement Agreement**.

11.6 This **Inundation Easement Agreement** constitutes the entire agreement between the **Parties** and, except as expressly provided, supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between and among the **Parties** with respect to the subject matter of this **Inundation Easement**. There are no representations, warranties, collateral agreements or conditions pertaining to the subject of the **Inundation Easement** except as expressed in this **Inundation Easement Agreement**. Article 11.6 does not apply to the **Agreement** or to agreements or arrangements, if any, between **Manitoba** and **Hydro**, provided that any such agreements or arrangements do not affect or purport to affect **Canada** or **Norway House Cree Nation** or their respective rights or obligations pursuant to this **Inundation Easement Agreement**.

11.7 The provisions of this **Inundation Easement Agreement** are without prejudice to the interpretation or application of the **NFA** by any of **Canada, Manitoba** or **Hydro** as it relates to Nelson House, Split Lake, York Factory, Cross Lake or the **NFC**.

11.8 The **Inundation Easement** and this **Inundation Easement Agreement** shall enure to the benefit of, and be binding upon, the **Parties** to this **Inundation Easement Agreement**, their respective heirs, successors and assigns.

11.9 No part of the **Inundation Easement** or this **Inundation Easement Agreement** may be assigned or otherwise transferred except as expressly provided for in this **Inundation Easement Agreement**.

11.10 No member of Parliament or of the Legislative Assembly of Manitoba may be admitted to any part of this **Inundation Easement Agreement**.



11.11 Where in this **Inundation Easement Agreement** notice or demand must be given it shall be given or served in writing and addressed as follows:

**To Canada:**

The Regional Director General  
The Department of Indian Affairs and Northern Development  
Suite 1100, 275 Portage Avenue  
Winnipeg, Manitoba  
R3B 3A3;

**To Norway House Cree Nation:**

Chief and Council of the Norway House Cree Nation  
Box 250  
Norway House, Manitoba  
R0B 1B0;

**To Hydro:**

Manitoba Hydro  
General Counsel  
3rd Floor, 820 Taylor Ave.  
Winnipeg, Manitoba  
R3C 2P4;

**To Manitoba:**

Deputy Minister of Northern Affairs  
Legislative Bldg.  
Winnipeg, Manitoba  
R3C 0V8;

and except where personal service is used, shall be deemed to have been received on the date such delivery is confirmed by the receiving party. For greater certainty, any notice or demand to **Norway House Cree Nation** pursuant to this **Inundation Easement Agreement** shall be performed by notice or demand to **Chief and Council**.

11.12 A **Party** whose address changes shall promptly notify each other **Party** of such change.

SIGNED, SEALED AND DELIVERED  
in the presence of:

Her Majesty the Queen in The  
Right of Canada

Per:

Her Majesty the Queen in the  
Right of the Province of Manitoba

Per:

Norway House Cree Nation

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Witness as to Chief  
and Councillors

The Manitoba Hydro Electric  
Board

Per:

Per:

**SCHEDULE 3.5**

**TRANSMISSION LINE EASEMENT AGREEMENT**

**(This Schedule 3.5 form shall be used for both transmission line purposes and Distribution Line purposes. Where the line is a 66KV or 12 KV line, the references to "Transmission Line" in this Schedule 3.5 form, for purposes of clarity, shall say "Distribution Line".)**

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
MANITOBA,**

(hereinafter referred to as "the Grantor"),

PARTY OF THE FIRST PART,

- and -

**THE MANITOBA HYDRO-ELECTRIC BOARD,**  
(hereinafter referred to as "the Grantee"),

PARTY OF THE SECOND PART.

**WHEREAS** the Grantor is the owner of the servient tenement being the following described land:

**(insert legal descriptions following surveys under Schedule 3.2)**

(hereinafter referred to as "the Transmission Line Easement Lands");

**AND WHEREAS** the Grantee is the owner of the dominant tenement being the lands and interests in land appurtenant to the servient tenement upon which it operates a Hydro Electric System, including the dams, control structures and river beds legally described as follows:

Parcels A, B and C Plan 32933 PLTO in 17 and 20-64-4 WPM and part of the bed of the Nelson River West Channel;  
Parcels A, B, C and D Plan 21085 PLTO in 11, 12 and 13 96-5 WPM and the Bed of the Churchill River; and

Parcel A Plan 21136 PLTO in 13, 24 and 25-85-18 EPM and the bed of the Nelson River;

and requires a right, privilege, licence and easement over, across, upon, under, through and from the Transmission Line Easement Lands, for the purposes hereinafter described,

**AND WHEREAS** if the Servient Tenement is transferred to Canada as a reserve for the use and benefit of the Norway House Cree Nation certain additional provisions set forth in clause 28 of this Transmission Line Easement Agreement will apply,

**NOW THEREFORE** this Transmission Line Easement Agreement witnesseth that, in consideration of the payment of the nominal sum of One Dollar (\$1.00) now paid to the Grantor by the Grantee, (the receipt and sufficiency whereof is hereby acknowledged) and in further consideration of the covenants and agreements hereinafter reserved and contained, to be observed and performed, the Grantor hereby grants and conveys unto and to the Grantee the right, privilege, licence and easement for the Grantee and its servants, employees, agents, contractors and sub-contractors from time to time to use and occupy the Transmission Line Easement Lands for one     (insert 230, 66, or 12KV as set out in Schedule 3.8 of the Agreement)     high voltage power line and related distribution lines (including all structures and other ancillary plant, equipment and facilities appurtenant thereto) required for the transmission, transformation and distribution of electricity on, over, across, under, through and from the Transmission Line Easement Lands, all as hereinafter collectively referred to as "the Electrical Power Line", for the purposes of:

- (A) surveying, inspecting, operating, affixing, constructing, placing, replacing, repairing, maintaining, removing, altering, or adding to, the Electrical Power Line, and all structures, facilities, poles, wires, cables, anchors, pipes, conduits, transformers, apparatus, plant and equipment in relation thereto, including fibre optic and other audio-visual communication cables, used by the Grantee in its operations, and all works necessary or appurtenances ancillary and useful in connection with or incidental to the construction, operation or maintenance of the Electrical Power Line to provide electrical energy, all of which shall hereinafter collectively be referred to as "the Works";
- (B) clearing the Transmission Line Easement Lands and keeping it cleared of all or any part of any trees, growth, buildings, water in dangerous quantities, or obstructions now or hereafter on the Transmission Line Easement Lands which might, in the reasonable opinion of the Grantee interfere with or endanger the Works or any parts thereof, or cause a disruption in electrical energy service, including the right to cut trees immediately adjacent to the Transmission Line Easement Lands, if in the reasonable opinion of the Grantee such tree or trees would threaten to damage the Works or be a cause of any hazard to the Works;
- (C) passing and repassing upon and across the Transmission Line Easement Lands and, subject to reasonable notice to the Grantor, other contiguous lands owned by the Grantor and over existing roads and trails as may reasonably be required by the Grantee for access to and from the Transmission Line Easement Lands; provided that if no road or trail to the Transmission Line Easement Lands is available, access may be obtained otherwise, subject to the prior written approval of the route by any individual in lawful possession of such lands, and of any occupier, lessee or permittee having the lawful right to use and occupy such access to the Transmission Line Easement Lands; provided also that the Grantee shall have the licence to pass or repass across the Grantor's land for such access to the Transmission Line Easement

Lands as may be necessary in emergency situations, without prior approval of the route by the Grantor; and provided further that the Grantee shall compensate the Grantor for any damage caused as a result of such use of the lands for emergency access to the Transmission Line Easement Lands;

- (D) unloading and storing material on the Transmission Line Easement Lands at a site mutually agreed upon by the Grantee and the Grantor as may be necessary or requisite for the purpose of properly constructing, operating and maintaining the Works; provided that the Grantee shall not unload, store, discharge, cause or permit to be emitted or discharged on the Transmission Line Easement Lands, any deleterious material, noxious, contaminated or poisonous substances, all as may be determined by the Grantor whose decision shall be final;
- (E) generally, doing all such acts or things on the Transmission Line Easement Lands as may be necessary or incidental to the business of the Grantee in connection with all of the foregoing;

all of which said right, privilege, license, and easement shall hereinafter collectively be referred to as "the Transmission Line Easement"; provided always, and it is hereby understood and agreed by and between the parties hereto, and it is the true intent and meaning of these presents, that the Transmission Line Easement hereby granted is subject to the several stipulations, agreements, terms, covenants and conditions hereinafter expressed and contained, that is to say:

1. The term of this Transmission Line Easement Agreement shall commence on the date this Transmission Line Easement Agreement is executed and shall continue for as long as the Transmission Line Easement is required by the Grantee to transmit, distribute or provide electrical energy or until such time as vacant possession of the Transmission Line Easement Lands is delivered up to the Grantor.
2. Upon termination of this Transmission Line Easement Agreement, as provided herein, the rights of the Grantee shall thereupon cease.
3. The Grantee shall during the currency of this Transmission Line Easement Agreement, at its own expense, promptly observe, perform, execute and comply with all laws, rules, requirements, orders, direction, ordinances, and regulations of every provincial or federal authority or such other lawful authority having jurisdiction to which the Grantee or the Transmission Line Easement Lands are subject in relation to the Transmission Line Easement or the Works constructed, operated and maintained within the Transmission Line Easement Lands.
4. The Grantee shall comply with all provincial and federal statutes, regulations and standards pertaining to the construction, operations and maintenance of the Works within, upon, over, under, through, and across the Transmission Line Easement Lands, including without limiting the generality of the foregoing, all laws, limits, or standards related to environmental protection as amended or replaced from time to time.
5. Should the construction, operations and maintenance of the Works upon, over, under, through and across the Transmission Line Easement Lands contribute to any detrimental environmental changes, contrary to the regulations and standards established by applicable provincial or federal legislation, the Grantee hereby agrees and undertakes to pay the reasonable costs of any required remedial action.

6. The Grantee shall during the construction, operation and maintenance of the Works remove all its garbage and debris from the Transmission Line Easement Lands.

7. The Grantee shall at all times save harmless and indemnify and keep the Grantor indemnified against and be responsible for all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:

- a. the construction, maintenance or operation of the Works; or any exercise by the Grantee of its rights pursuant to this Transmission Line Easement Agreement; and
- b. any act or omission on the part of the Grantee, its employees, servants, agents or contractors and their sub-contractors in respect of or in relation to the Works on the Transmission Line Easement Lands including the construction, operation and maintenance of the same.

8. The Grantor shall not without the prior written consent of the Grantee, which consent shall not be unreasonably withheld, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the Transmission Line Easement Lands any pit, well, foundation, pavement or other structure, installation, or thing whatever.

9. The Grantor will use its best efforts to give its officers, servants, agents and employees, notice of the location of the Works and to prevent or avoid the occurrence of any act or omission on the Transmission Line Easement Lands which may cause damage to the Grantee's property; provided however, and it is understood and agreed by the parties hereto that the Grantor shall not be liable for any failure or omission, save negligence or wilful misconduct of the Grantor, and its officers, servants, agents and employees, and nothing in this paragraph contained shall diminish the liability of the Grantee by reason or arising out of the matters set forth in clause 7 hereof.

10. The Grantee shall not assign or otherwise dispose of any of the rights herein granted without the written consent of the Grantor, which consent shall not be unreasonably withheld.

11. Upon Canada's acceptance of the transfer of administration and control from Manitoba, the Grantor's interest in the land in which the Transmission Line Easement Lands is located, shall be deemed to be assigned to Canada in respect to this land and all rights and obligations of the Grantor under this Transmission Line Easement Agreement shall be assigned to Canada.

12. The Grantee shall not use the Transmission Line Easement Lands for any purpose other than for the purposes aforesaid and this Transmission Line Easement Agreement does not create any rights other than as stated herein.

13. The Grantor and any present or future occupiers, lessees or permittees are to be allowed free access, and uninterrupted ingress and egress to, from and across the Transmission Line Easement Lands, excluding areas that constitute an extraordinary danger or hazard all as may be reasonably determined by the Grantee, whose reasonable decision shall be final, and the use of the same except for:

- a. making, placing, erecting or maintaining any building, structure, excavation, pile of material or obstruction or planting any growth on the Transmission Line Easement Lands which, in the reasonable opinion of the Grantee, might interfere with or endanger the construction, operation, maintenance, safety, integrity, and inviolability of the Works or any parts thereof or might obstruct access by the Grantee, its servants or agents to the Works or any parts thereof; or

- b. doing any act or thing which might, in the reasonable opinion of the Grantee, interfere with, injure, or have a detrimental effect on the Works or any parts thereof.

14. Subject to obtaining the required consent, required under clause 8, and further subject to clause 13, and to such conditions as it may deem proper for the protection of the Transmission Line Easement hereby granted to the Grantee, and to ensure that there is no interference with the Works, the Grantor may grant to any individual or company the right to enter upon the Transmission Line Easement Lands to explore, search for and remove petroleum, natural gas or minerals and this right shall include the right to take onto the Transmission Line Easement Lands such equipment as may be required for such operations, provided such operations do not affect the Grantee's Works.

15. The Grantee, in regard to its use of the Transmission Line Easement, shall keep the Transmission Line Easement Lands in a condition reasonably satisfactory to the Grantor who may order the Grantee to carry out such measures as are necessary for keeping the Transmission Line Easement Lands in a condition reasonably satisfactory to the Grantor, and, it shall be lawful for the Grantor or any person authorized by it at any time to enter upon the Transmission Line Easement Lands for the purpose of examining the condition thereof.

16. On the expiration of this Transmission Line Easement Agreement, or on termination as provided herein, the Grantor shall have the right within one (1) year thereof to give notice to the Grantee to remove the Works at its own expense.

17. On the Grantee removing the Works from the Transmission Line Easement Lands, the Grantee shall pay reasonable compensation for damage caused to the Transmission Line Easement Lands arising out of the Grantee's removal of the Works therefrom, or from the Grantee's failure to restore the Transmission Line Easement Lands to its original condition, in so far as it is practicable and reasonable to do so.

18. In the event the Grantee does not remove the Works within a reasonable amount of time after being given receipt of notice to do so, the Grantor may, in its sole discretion, take such reasonable steps as in the Grantor's opinion are necessary to remove the Works, and all reasonable costs, expenses and damages incurred by the Grantor with respect to the removal of the Works shall be paid forthwith by the Grantee to the Grantor.

19. No waiver on behalf of the Grantor of any breach shall take place or be binding unless the same be expressed in writing, and any waiver shall not be deemed to be a general waiver, or to limit or affect the rights of the Grantor with respect to any other breach.

20. Where, as a result of any act or omission of the Grantee, its employees, servants, agents or contractors and their sub-contractors, relative to the Transmission Line Easement Agreement, a nuisance exists on the Transmission Line Easement Lands, the Grantor may, by written notice, order the Grantee to abate the nuisance, in so far as it is practicable and reasonable to do so. Should the Grantee fail to do so within a reasonable time, the Grantor may take whatever steps may be necessary to abate the nuisance and the Grantee shall be liable for the reasonable cost thereof; provided that the construction, operation and maintenance of the Works on the Transmission Line Easement Lands shall not of themselves constitute a nuisance within the meaning of this paragraph.

21. Whenever in this Transmission Line Easement Agreement it is required or permitted that notice or demand be given or served by either party to, or on, the other, the same shall be in writing and shall be forwarded:

to the Grantor at the following address:

Department of Natural Resources  
P.O. Box 20,000  
Neepawa, Manitoba  
R0J 1H0  
Attention: Director, Lands Branch;

and to the Grantee at the following address:

Manitoba Hydro  
P.O. Box 815  
Winnipeg, Manitoba  
R3C 2P4  
Attention: Manager, Property Department;

and except where personal service is used, shall be deemed to have been received on the date such delivery is confirmed by the receiving party.

22. Notwithstanding anything to the contrary hereinbefore set out, it is understood and agreed that, the Grantee shall pay reasonable compensation for damages to any improvements, crops, or hay which are on the Transmission Line Easement Lands in compliance with clause 13, arising from the placement, construction, replacement, removal, repair, operation and maintenance of the Works in the Transmission Line Easement Lands and the exercise of the rights and privileges hereby granted.

23. In the event of disagreement on the compensation to be paid, either party shall have the right to refer the matter to the appropriate court for a determination of the compensation to be paid.

24. The Grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall peaceably hold and enjoy the rights, privileges, licences and easements herein granted without hindrance, molestation or interruption on the part of the Grantor or any person claiming by, through or under the Grantor. It is expressly understood that the Grantor does not in any way warrant, control, guarantee or assume any liability, of any kind whatsoever, with respect to any actions of Norway House Cree Nation or the Chief and Council of Norway House Cree Nation in connection with the Transmission Line Easement or this Transmission Line Easement Agreement.

25. In the event the Grantee is, or becomes in breach of any of its obligations to the Grantor under this Transmission Line Easement Agreement and the breach is material, the Grantee shall remedy such breach within one hundred and twenty (120) days of receipt of notice in writing thereof by the Grantor, or such longer period as may be reasonably required. In the event the Grantee does not so remedy such material breach, the Grantor may terminate the Transmission Line Easement Agreement.

26. The rights, privileges, licences and easements hereby granted shall inure to the benefit of the Grantee, its successors and permitted assigns, and shall be binding upon the Grantor, and on the successors in title of the Grantor, the owners or occupiers for the time being of the Transmission Line Easement lands or any part thereof.

27. No party to this Transmission Line Easement Agreement shall dispose of or alienate its interest in the Transmission Line Easement Lands, except subject to the terms of this Transmission Line Easement Agreement. No alienation of the Transmission Line Easement Lands or any interest



therein shall be permitted unless there are reservations in favour of the Parties of all of the rights and privileges to which the Parties are entitled under this Transmission Line Easement Agreement, including this provision in a form which binds assignees and successors.

**Further Provisos in the Event of Disposition of Servient Tenement:**

28. If title to the Servient Tenement is transferred to Canada and established as reserve for the use and benefit of the Norway House Cree Nation, then notwithstanding anything else herein contained:

- (a) except in an emergency, the Grantee covenants that:
  - (i) prior to its use of the Transmission Line Easement Lands to convey heavy equipment to or from the Dominant Tenement; or
  - (ii) prior to its use of the Transmission Line Easement Lands during the hours of 7:00 p.m. of one day to 7:00 a.m. of the next day; it will give not less than ten (10) days written notice of its intention to do so to Canada and to Norway House Cree Nation;
- (b) notice may be delivered to Canada or Norway House Cree Nation in the same manner as other notice under this Transmission Line Easement Agreement addressed as follows:

To Canada:

The Regional Director General  
The Department of Indian Affairs and Northern Development  
Suite 1100, 275 Portage Avenue  
Winnipeg, Manitoba R3B 3A3,

To Norway House Cree Nation:

Chief and Council of the Norway House Cree Nation  
Box 250  
Norway House Manitoba  
R0B 1B0;

and, for greater certainty, any notice or demand to Norway House Cree Nation pursuant to this Transmission Line Easement Agreement shall be performed by notice or demand to Chief and Council of the Norway House Cree Nation.

- (c) references to the Grantor shall be read as references to Canada as the legal owner;
- (d) if required, so that construction or other activities within or near the Transmission Line Easement Lands can be appropriately located, the Grantee shall, if requested and reasonably required by the Chief and Council of Norway House Cree Nation or Canada, in a timely fashion, restore the cut lines establishing the boundaries of the Transmission Line Easement Lands and replace any missing survey monuments to the satisfaction of the Surveyor General of Canada; and
- (e) notwithstanding clause 28(c), references to Grantor in Paragraph C and clauses 7, 8, 9 and 13 of this Transmission Line Easement Agreement shall be read as references to the Grantor and Norway House Cree Nation.

IN WITNESS WHEREOF the parties hereto have executed these presents.

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF MANITOBA HEREIN REPRESENTED BY  
THE MINISTER OF NATURAL RESOURCES

\_\_\_\_\_  
For the Minister of Natural Resources

THE MANITOBA HYDRO-ELECTRIC BOARD

\_\_\_\_\_  
Authorized Signing Officer

Chief and Council on behalf of Norway House Cree Nation **HEREBY ACKNOWLEDGES AND DECLARES** that it has read and understood all the terms and conditions of this Transmission Line Easement Agreement and has obtained the advice of Norway House Cree Nation's lawyers before consenting to this Transmission Line Easement Agreement. In consideration of the terms and conditions of this Transmission Line Easement Agreement and the Norway House Master Implementation Agreement between Canada, Manitoba, Hydro and Norway House Cree Nation dated the \_\_\_\_ day of \_\_\_\_\_, 1997, Norway House Cree Nation as represented by Chief and Council hereby confirms its acceptance of this easement registered against compensation lands under Article 3.3.6 of the Norway House Master Implementation Agreement and agrees to take all reasonable steps to enable the Grantee to exercise its rights under this Transmission Line Easement Agreement without hindrance, molestation or interference of any nature or kind by members of the Norway House Cree Nation.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

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Councillor

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Councillor

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Councillor

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Councillor

**SCHEDULE 3.6**

**RIGHT-OF-WAY EASEMENT AGREEMENT**

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
MANITOBA,**

(hereinafter referred to as "the Grantor"),

PARTY OF THE FIRST PART,

- and -

**THE MANITOBA HYDRO-ELECTRIC BOARD,**  
(hereinafter referred to as "the Grantee"),

PARTY OF THE SECOND PART.

**WHEREAS** the Grantor is the owner of the servient tenement being the following described land:

**(insert legal description following surveys under Schedule 3.2)**

(hereinafter referred to as "the Right-of-Way Easement Lands");

**AND WHEREAS** the Grantee is the owner of the dominant tenement being the following described land:

**(insert final legal description being the description of the parcel shown as the Boom Area on Manitoba Hydro Drawing No. 06303-B-12183 as the boundaries of such area are established in the field by on-the-ground monumented surveys based on the survey instructions in Schedule 3.2)**

(hereinafter referred to as "the Dominant Tenement")

being lands and interests in land appurtenant to the servient tenement upon which it intends to construct and operate an ice boom as part of its hydro-electric system and requires a right, privilege,

licence and easement over, across, upon, under, through and from the Right-of-Way Easement Lands, for the purposes hereinafter described,

**AND WHEREAS** if the Servient Tenement is transferred to Canada as a reserve for the use and benefit of the Norway House Cree Nation certain additional provisions set forth in clause 26 of this Right-of-Way Easement Agreement will apply,

**NOW THEREFORE** this Right-of-Way Easement Agreement witnesseth that, in consideration of the payment of the nominal sum of One Dollar (\$1.00) now paid to the Grantor by the Grantee, (the receipt and sufficiency of which is hereby acknowledged) and in further consideration of the covenants and agreements hereinafter reserved and contained to be observed and performed, the Grantor hereby grants and conveys unto and to the Grantee the right, privilege, licence and easement for the Grantee and its servants, employees, agents, contractors and their sub-contractors, from time to time, to use and occupy the Right-of-Way Easement Lands for the purposes of ingress and egress to and from the Dominant Tenement, by persons, vehicles and equipment, including equipment and materials required to construct, maintain, repair and replace ice booms on the Dominant Tenement, at all times during the day or at night, on, over and across the Right-of-Way Easement Lands, for the purpose of ingress and egress to and from the Dominant Tenement and carrying out such works as may be reasonably necessary to establish a rough bush trail sufficient to accommodate passage at low speeds by four wheel drive trucks and heavy construction equipment, including without limitation the placing of culverts and fill and the removal of boulders, trees and other obstructions, (hereinafter referred to as the "Works") along, across and over the Right-of-Way Easement Lands for the purpose of:

- (A) surveying, inspecting, constructing, placing, replacing, repairing, maintaining, removing, altering, or adding to the Works;
- (B) clearing the Right-of-Way Easement Lands and keeping it cleared of all or any part of any trees, growth, buildings, water in dangerous quantities, or obstructions now or hereafter on the Right-of-Way Easement Lands which might, in the reasonable opinion of the Grantee interfere with its right of ingress, egress and passage;
- (C) unloading and storing material on the Right-of-Way Easement Lands at a site mutually agreed upon by the Grantee and the Grantor as may be necessary or requisite for the purpose of properly constructing, repairing and maintaining the Works; provided that the Grantee shall not unload, store, discharge, cause or permit to be emitted or discharged on the Right-of-Way Easement Lands, any deleterious material, noxious, contaminated or poisonous substances, all as determined by the Grantor whose reasonable decision shall be final;
- (D) generally, doing all such acts or things on the Right-of-Way Easement Lands as may be necessary or incidental to the business of the Grantee in connection with all of the foregoing;

all of which said right, privilege, licence, and easement shall hereinafter collectively be referred to as "the Right-of-Way Easement "; provided always, and it is hereby understood and agreed by and between the parties hereto, and it is the true intent and meaning of these presents, that the Right-of-Way Easement hereby granted is subject to the several stipulations, agreements, terms, covenants and conditions hereinafter expressed and contained, that is to say:

1. The term of this Right-of-Way Easement Agreement shall commence on the date this Right-of-Way Easement Agreement is executed and shall continue for as long as the Right-of-Way Easement is required by the Grantee to provide access to the Dominant Tenement or to maintain, repair or replace the Works, or until such time as vacant possession of the Right-of-Way Easement Lands is delivered up to the Grantor.
2. Upon termination of this Right-of-Way Easement Agreement, as provided herein, the rights of the Grantee shall thereupon cease.
3. The Grantee shall during the currency of this Right-of-Way Easement Agreement, at its own expense, promptly observe, perform, execute and comply with all laws, rules, requirements, orders, directions, ordinances, and regulations of every provincial or federal authority or such other lawful authority having jurisdiction to which the Grantee or the Right-of-Way Easement Lands are subject in relation to the Right-of-Way Easement or the Works constructed and maintained within the Right-of-Way Easement Lands.
4. The Grantee shall comply with all provincial and federal statutes, regulations and standards pertaining to the construction, operation and maintenance of the Works within, upon, over, under, through, and across the Right-of-Way Easement Lands, including without limiting the generality of the foregoing, all laws, limits, or standards related to environmental protection as amended or replaced from time to time.
5. Should the construction, operation and maintenance of the Works upon, over, under, through and across the Right-of-Way Easement Lands contribute to any detrimental environmental changes, contrary to the regulations and standards established by applicable provincial or federal legislation, the Grantee hereby agrees and undertakes to pay the reasonable costs of any required remedial action.
6. The Grantee shall during the construction, operation and maintenance of the Works remove all its garbage and debris from the Right-of-Way Easement Lands.
7. The Grantee shall at all times save harmless and indemnify and keep the Grantor indemnified against and be responsible for all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against the Grantor by reason of or arising out of:
  - (a) the construction, maintenance or repair of the Works, or any exercise by the Grantee of its rights pursuant to this Right-of-Way Easement Agreement; and
  - (b) any act or omission on the part of the Grantee, its employees, servants, agents or contractors and their sub-contractors in respect of or in relation to the Works on the Right-of-Way Easement Lands including the construction, maintenance and repair of the same.

Notwithstanding the foregoing, the Grantee shall not be liable to indemnify the Grantor to the extent that the damage results from the failure to maintain the Works, the negligence of the Grantor or by a use of the Right-of-Way Easement Lands by the Grantor, or a permittee, licensee, or other person authorized by the Grantor, which is not authorized or permitted by this Right-of-Way Easement Agreement.

8. The Grantor shall not without the prior written consent of the Grantee:

- (a) erect or permit the erection of any structure that will unreasonably impede the use of the said Right-of-Way Easement Lands or the construction, maintenance and use of the Works; or
- (b) unreasonably interfere or permit unreasonable interference with, or impede the use of, the Right-of-Way Easement Lands.

9. The Grantor will use its best efforts to give its officers, servants, agents and employees notice of the location of the Works and to prevent or avoid the occurrence of any act or omission on the Right-of-Way Easement Lands which may cause damage to the Grantee's property; provided however, and it is understood and agreed by the Parties hereto that the Grantor shall not be liable for any failure or omission, save negligence or wilful misconduct of the Grantor and its officers, servants, agents and employees, and nothing in this paragraph contained shall diminish the liability of the Grantee by reason or arising out of the matters set forth in clause 7 hereof.

10. The Grantee shall not assign or otherwise dispose of any of the rights herein granted without the written consent of the Grantor, which consent shall not be unreasonably withheld.

11. Upon Canada's acceptance of the transfer of administration and control from Manitoba, the Grantor's interest in the land in which the Right-of-Way Easement Lands is located, shall be deemed to be assigned to Canada in respect of this land and all rights and obligations of the Grantor under this Right-of-Way Easement Agreement shall be assigned to Canada.

12. The Grantee shall not use the Right-of-Way Easement Lands for any purpose other than as aforesaid and this Right-of-Way Easement does not create any rights other than as stated herein.

13. The Grantor shall have the right, but not the obligation, to improve and maintain the Works, at its own risk and expense, to a higher standard, sufficient to permit passage by passenger vehicles at moderate speeds, and in common with the Grantee, the Grantor and any of its permittees and licensees are to be allowed free access, and uninterrupted ingress and egress to and from the Right-of-Way Easement Lands, and the use of the same except for:

- (a) making, placing, erecting or maintaining any building, structure, excavation, pile of material or obstruction or planting any growth on the Right-of-Way Easement Lands which, in the reasonable opinion of the Grantee, might interfere with or endanger the construction, operation, maintenance, safety, integrity or inviolability of the Works or any parts thereof or might obstruct access by the Grantee, its servants or agents to the Works or any parts thereof;
- (b) doing any act or thing which might, in the reasonable opinion of the Grantee, interfere with, injure, or have a detrimental effect on the Works or any parts thereof; or
- (c) when such access is reasonably interrupted for the purposes of repair or maintenance of the Works or when weather conditions have rendered the Right-of-Way Easement Lands unsuitable for passage due to hazardous conditions or the likelihood of excessive wear which may result, all as may be reasonably determined by the Grantee, whose reasonable decision shall be final.

14. Subject to obtaining the consent required under clause 8 and further subject to clause 13, the Grantor may grant to any individual or company the right to enter upon the Right-of-Way Easement Lands to explore, search for and remove petroleum, natural gas or minerals and this right

shall include the right to take onto the Right-of-Way Easement Lands such equipment as may be required for such operations, provided such operations do not affect the Grantee's Works or interfere with its rights of ingress and egress.

15. The Grantee shall have the right, but shall be under no obligation, to maintain or keep the Works in a reasonable state of repair and shall not be liable for any damages arising out of a failure to maintain the Works.

16. On the expiration of this Right-of-Way Easement Agreement, or on termination as provided herein, the Grantor shall have the right within one (1) year thereof to give notice to the Grantee to remove the Works at its own expense.

17. On the Grantee removing the Works from the Right-of-Way Easement Lands, the Grantee shall pay reasonable compensation for damage caused to the Right-of-Way Easement Lands arising out of the Grantee's removal of the Works therefrom, or from the Grantee's failure to restore the Right-of-Way Easement Lands to its original condition, in so far as it is practicable and reasonable to do so.

18. In the event the Grantee does not remove the Works within a reasonable amount of time after being given receipt of notice to do so, the Grantor may, in its sole discretion, take such reasonable steps as in the Grantor's opinion are necessary to remove the Works, and all reasonable costs, expenses and damages incurred by the Grantor with respect to the removal of the Works shall be paid forthwith by the Grantee to the Grantor.

19. No waiver on behalf of the Grantor of any breach shall take place or be binding unless the same be expressed in writing, and any waiver shall not be deemed to be a general waiver, or to limit or affect the rights of the Grantor with respect to any other breach.

20. Where, as a result of any act or omission of the Grantee, its employees, servants, agents or contractors and their sub-contractors, relative to this Right-of-Way Easement Agreement, a nuisance exists on the Right-of-Way Easement Lands, the Grantor may, by written notice, order the Grantee to abate the nuisance, in so far as it is practicable and reasonable to do so. Should the Grantee fail to do so within a reasonable time, the Grantor may take whatever steps may be necessary to abate the nuisance and the Grantee shall be liable for the reasonable cost thereof; provided that the construction, operation and maintenance of the Works on the Right-of-Way Easement Lands and the use of the Right-of-Way Easement Lands and the Works for ingress and egress to and from the Dominant Tenement by pedestrians, vehicles and equipment shall not of themselves constitute a nuisance within the meaning of this paragraph.

21. Whenever in this Right-of-Way Easement Agreement it is required or permitted that notice or demand be given or served by either party to or on the other, the same shall be in writing and shall be forwarded:

to the Grantor at the following address:

Department of Natural Resources  
P.O. Box 20,000  
Neepawa, Manitoba  
R0J 1H0  
Attention: Director, Lands Branch

and to the Grantee at the following address:

Manitoba Hydro  
 P.O. Box 815  
 Winnipeg, Manitoba  
 R3C 2P4  
 Attention: Manager, Property Department

and, except where personal service is used, shall be deemed to have been received on the date such delivery is confirmed by the receiving party.

22. The Grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall peaceably hold and enjoy the rights, privileges, licences and easement herein granted without hindrance, molestation or interruption on the part of the Grantor or any person claiming by, through or under the Grantor. It is expressly understood that the Grantor does not in any way warrant, control, guarantee or assume any liability, of any kind whatsoever, with respect to any actions of Norway House Cree Nation or the Chief and Council of Norway House Cree Nation in connection with the Right-of-Way Easement or this Right-of-Way Easement Agreement.

23. In the event the Grantee is, or becomes in breach of any of its obligations to the Grantor under this Right-of-Way Easement Agreement and the breach is material, the Grantee shall remedy such breach within one hundred and twenty (120) days of receipt of notice in writing thereof by the Grantor, or such longer period as may be reasonably required. In the event the Grantee does not so remedy such material breach, the Grantor may terminate the Right-of-Way Easement Agreement.

24. The rights, privileges, licences and easement hereby granted shall inure to the benefit of the Grantee, its successors in title and assigns, and shall be binding upon the Grantor, and on the successors in title of the Grantor, the owners or occupiers for the time being of the Right-of-Way Easement Lands or any part thereof.

25. No party to this Right-of-Way Easement Agreement shall dispose of or alienate its interest in the Right-of-Way Easement Lands, except subject to the terms of this Right-of-Way Easement Agreement. No alienation of Right-of-Way Easement Lands or any interest therein shall be permitted unless there are reservations in favour of the Parties of all of the rights and privileges to which the Parties are entitled under this Right-of-Way Easement Agreement, including this provision in a form which binds assignees and successors.

**Further Provisos in the Event of Disposition of Servient Tenement:**

26. If title to the Servient Tenement is transferred to Canada and established as reserve for the use and benefit of the Norway House Cree Nation, then notwithstanding anything else herein contained:

- (a) except in an emergency, the Grantee covenants that:
  - (i) prior to its use of the Right-of-Way Easement Lands to convey heavy equipment to or from the Dominant Tenement;
  - (ii) prior to its use of the Right-of-Way Easement Lands during the hours of 7:00 p.m. of one day to 7:00 a.m. of the next day; or
  - (iii) prior to closing the Right-of-Way Easement Lands for construction or repair; it will give not less than ten (10) days written notice of its intention to do so to Chief and Council of the Norway House Cree Nation;
- (b) notice may be delivered to Canada or Norway House Cree Nation in the same manner as other notice under this Right-of-Way Easement Agreement addressed as follows:



To Canada:

The Regional Director General  
The Department of Indian Affairs and Northern Development  
Suite 1100, 275 Portage Avenue  
Winnipeg, Manitoba R3B 3A3

To Norway House Cree Nation:

Chief and Council of the Norway House Cree Nation  
Box 250  
Norway House, Manitoba  
R0B 1B0;

and, for greater certainty, any notice or demand pursuant to this Right-of-Way Easement Agreement shall be performed by notice or demand to Chief and Council of the Norway House Cree Nation.

- (c) references to the Grantor shall be read as references to Canada as the legal owner;
- (d) notwithstanding clause 26(c), references to the Grantor in paragraph C and clauses 7, 8, 9 and 13 of this Right-of-Way Easement Agreement shall be read as references to the Grantor and Norway House Cree Nation;
- (e) if required, so that construction or other activities within or near the Right-of-Way Easement Lands can be appropriately located, the Grantee shall, if requested and reasonably required by the Chief and Council of Norway House Cree Nation or Canada, in a timely fashion, restore the cut lines establishing the boundaries of the Right-of-Way Easement Lands and replace any missing survey monuments to the satisfaction of the Surveyor General of Canada.

**IN WITNESS WHEREOF** the parties hereto have duly executed these presents by affixing their seals as witnessed by the signatures of their proper officers.

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF MANITOBA HEREIN REPRESENTED BY  
THE MINISTER OF NATURAL RESOURCES

---

For the Minister of Natural Resources

THE MANITOBA HYDRO-ELECTRIC BOARD

---

Authorized Signing Officer

Chief and Council on behalf of Norway House Cree Nation **HEREBY ACKNOWLEDGES AND DECLARES** that it has read and understood all the terms and conditions of this Right-of-Way Easement Agreement and has obtained the advice of Norway House Cree Nation's lawyers before consenting to this Right-of-Way Easement Agreement. In consideration of the terms and conditions of this Right-of-Way Easement Agreement and of the Norway House Master Implementation Agreement between Canada, Manitoba, Hydro and Norway House Cree Nation dated the     day of     , 1997, Norway House Cree Nation as represented by Chief and Council hereby confirms its acceptance of this easement registered against compensation lands under Article 3.3.6 of the Norway

House Master Implementation Agreement and agrees to take all reasonable steps to enable the Grantee to exercise its rights under this Right-of-Way Easement Agreement without hindrance, molestation or interference of any nature or kind by members of the Norway House Cree Nation.

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

SIGNED, SEALED AND DELIVERED  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
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Councillor

**SCHEDULE 3.7**

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**SCHEDULE 3.7**

**SPIDER LAKE EASEMENT AGREEMENT**

THIS AGREEMENT made the       day of       , . .

AMONG:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by  
The Minister of Indian Affairs and Northern Development,

(hereinafter referred to as "**Canada**"),

OF THE FIRST PART,

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
MANITOBA, as represented by The Minister of Northern Affairs,

(hereinafter referred to as "**Manitoba**"),

OF THE SECOND PART,

THE NORWAY HOUSE CREE NATION, as represented by **Chief and  
Council**,

(hereinafter referred to as "**Norway House Cree Nation**"),

OF THE THIRD PART.

WHEREAS the **NFA** was entered into among **Canada, Manitoba, Hydro** and the **NFC**, negotiating on behalf of the Cross Lake, Nelson House, **Norway House Cree Nation**, Split Lake and York Factory Indian bands.

AND WHEREAS the **NFA** was ratified by each of the bands.

AND WHEREAS the **NFA** provides, among other provisions, for compensation for **Reserve Lands** affected by the Project and **Adverse Effects** on **Norway House Cree Nation** and **Members**.

AND WHEREAS the **NFA** provides that each of the said bands will facilitate, and **Canada** will grant, certain easements, for purposes of the **Project**.

AND WHEREAS **Manitoba** has in fulfillment of Article 3 of the **NFA** offered certain lands in exchange for **Reserve Lands** affected by the **Project**, subject to the conditions set forth in the **Agreement**.

AND WHEREAS **Manitoba** has agreed to transfer such lands subject to an easement to be granted by **Canada** to reflect the effects of flooding, erosion, ice conditions, wind setup and wave up-rush on the upper margin of water which may prevail.

AND WHEREAS **Chief and Council** on behalf of **Norway House Cree Nation** has, by a Resolution, expressed approval of the grant of the **Spider Lake Easement** upon terms and conditions set out in this **Spider Lake Easement Agreement**.

AND WHEREAS **Norway House Cree Nation** has, by referendum, ratified the **Agreement among Norway House Cree Nation, Canada, Manitoba and Hydro** and has authorized **Chief and Council** to enter into this **Spider Lake Easement Agreement** on behalf of **Norway House Cree Nation**.

AND WHEREAS the Minister of Indian Affairs and Northern Development, Canada, has been authorized to enter into this **Spider Lake Easement Agreement** on behalf of **Canada**.

AND WHEREAS the Minister of Northern Affairs, Manitoba, has been authorized to enter into this **Spider Lake Easement Agreement** on behalf of **Manitoba**.

NOW THEREFORE, the **Parties** agree as follows:

1.0 **DEFINITIONS**

In this **Spider Lake Easement Agreement**:

1.1 **Agreement** means the agreement dated [Date of the Agreement] among **Norway House Cree Nation, Canada, Manitoba and Hydro**.

1.2 **A.S.L.** means above sea level as established by Geodetic Survey of Canada in accordance with Revision No. 1, December, 1970.

1.3 **Canada** means Her Majesty the Queen in Right of Canada who, for the purposes of this **Spider Lake Easement Agreement**, is represented by the Minister of Indian Affairs and Northern Development.

1.4 **Chief and Council** means the Council of **Norway House Cree Nation** elected and in office.

1.5 **Community Organization** means any of:

- (a) **Chief and Council**;
- (b) **Norway House Cree Nation**;
- (c) any group or unincorporated association whose membership is wholly or substantially comprised of **Members**;
- (d) any unincorporated association established by **Chief and Council**;
- (e) any corporation or co-operative, with share capital, wholly or substantially owned, legally or beneficially, and controlled by **Norway House Cree Nation** or **Members**;
- or
- (f) any corporation or co-operative, without share capital, the membership of which consists wholly or substantially of **Norway House Cree Nation** or **Members**.

1.6 **Controlling Bench Mark (Montreal Point)** means Montreal Point 3 U. No. 68M033 Lat. 53-37.0 Long. 97-50.0 Montreal Point, on east shore of Lake Winnipeg near outlet, 25.6 miles (by air) south of Norway House post office and 5.6 miles (by air) south of Warren Landing, tablet in top of rocky point 150 feet west of fish station, 79 feet northerly from Montreal Point 1 (U. No. 68M031) and 40 feet northerly from Montreal Point 2 (U. No. 68M032), elevation of 219.059m (718.7 ft.) **A.S.L.**, or any replacement benchmark established as provided in Article 2.2.2(h) of the **Agreement**.

1.7 **Date of the Agreement** means the date the **Agreement** has been executed by all **Parties**.

1.8 **Existing Development** means all those physical works related to the hydro-electric development on the Churchill, Nelson, Rat and Burntwood River Systems and the Lake Winnipeg Regulation System north of the 53rd parallel to the extent such works have been physically developed and constructed, by or on behalf of **Hydro** to the **Date of the Agreement**; and, without limiting the generality of the foregoing, includes all dams, dikes, channels, control structures, excavations, generating stations, roads, transmission lines and other works forming part of, or related to, all aspects of such hydro-electric development including:

- Lake Winnipeg Regulation,
- Churchill River Diversion, including, without limitation, the Notigi and Missi Control Structures,
- Grand Rapids Generating Station,
- Laurie River Generating Station,
- Kelsey Generating Station,
- Kettle Generating Station,
- Long Spruce Generating Station,
- Limestone Generating Station,

and the access road and other physical construction with respect to the proposed Conawapa Generating Station.

1.9 **Gauging Station** means a location and facility where systematic records of water levels are obtained or **Flows** are monitored.

1.10 **Hydro** means the Manitoba Hydro-Electric Board.

1.11 **Manitoba** means Her Majesty the Queen in Right of the Province of Manitoba who, for the purposes of this **Spider Lake Easement Agreement**, is represented by the Minister of Northern Affairs.

1.12 **NFA** means the agreement dated December 16, 1977, between **Manitoba**, **Hydro**, the **NFC** and **Canada**, including all schedules annexed thereto, and includes the Economic Development Agreement between the same parties dated the 1st day of September, 1977.

1.13 **NFC** means the Northern Flood Committee, Inc.

1.14 **Norway House Cree Nation** means the Norway House Cree Nation, Band #278, a "band" within the meaning of the Indian Act (Canada), which for all purposes of this **Spider Lake Easement Agreement** is represented by **Chief and Council**.

1.15 **Ordinary High Water Mark (OHWM)** means a line defined by the normal high water mark determined by plant growth and soil conditions observed in the field. The **OHWM** shall be the

limit or edge of a non-tidal body of water, where the bed is the land so long covered by water as to wrest it from vegetation, or as to mark a distinct character on the vegetation where it extends into the water, or upon the soil itself.

- 1.16 **Party** means any of **Canada, Manitoba and Norway House Cree Nation**.
- 1.17 **Project** means and includes all **Existing Development** and all future hydro-electric development or redevelopment by **Hydro** on the Churchill, Nelson, Rat and Burntwood River Systems and includes all development or redevelopment by **Hydro** of the Lake Winnipeg Regulation system north of the 53rd (fifty-third) parallel .
- 1.18 **Reserve** has the same meaning as in the Indian Act, (Canada) but is restricted to those reserves set apart for the use and benefit of **Norway House Cree Nation**.
- 1.19 **Reserve Lands** means lands within the **Reserve**.
- 1.20 **Setback Line** means the line marking the inland boundary of the **Spider Lake Easement Lands**.
- 1.21 **Spider Lake Easement** means the interest in the **Spider Lake Easement Lands** to be granted by **Canada** to **Manitoba**.
- 1.22 **Spider Lake Easement Agreement** means this agreement.
- 1.23 **Spider Lake Easement Lands** means the lands which are subject to the **Spider Lake Easement** and which are described in Article 2.1 of this **Spider Lake Easement Agreement**
- 1.24 **Static Inundation Level** means the inundation level with wind effects eliminated.

## 2.0 **EASEMENT LANDS**

2.1 **Canada** shall by instrument under the Federal Real Property Act (Canada), transfer to **Manitoba** such administration and control required to assure **Manitoba** receives the right, privilege and easement in accordance with the terms and conditions in this **Spider Lake Easement Agreement**;

with respect to all the lands described in the **Agreement** as:

**[LEGAL DESCRIPTION TO BE INSERTED, after survey pursuant to Article 3.3.1 and Schedule 3.2 of the Agreement]**

2.2 The **Spider Lake Easement** is granted for the benefit of the dominant tenement being the bed of Lake Winnipeg which is appurtenant to the **Spider Lake Easement Lands** and upon which the Grantee licences the operation of systems to control water levels and flows which operation, from time to time, may result in the storage and inundation of water upon the **Spider Lake Easement Lands**.

## 3.0 **SCOPE OF EASEMENT**

3.1 **Manitoba** shall have the right and privilege during the currency of the **Spider Lake Easement** to inundate the **Spider Lake Easement Lands** with water in accordance with, and subject

to, the provisions of this **Spider Lake Easement Agreement**; and **Manitoba** shall and may peaceably hold and enjoy the rights, privileges and easements hereby granted without obstruction, hindrance, molestation or interruption on the part of **Canada**, **Norway House Cree Nation**, or any person claiming by, through, or under **Canada** or **Norway House Cree Nation**.

3.2 The **Spider Lake Easement** granted in this **Spider Lake Easement Agreement**, to inundate on the **Spider Lake Easement Lands** in accordance with the provisions of this **Spider Lake Easement Agreement**, is solely for the purposes related and ancillary to the **Project**.

3.3 **Manitoba** shall not be liable to **Canada**, or **Norway House Cree Nation**, for any loss or damage to persons or property, by virtue of the inundation of the **Spider Lake Easement Lands** with water within the terms and conditions prescribed in this **Spider Lake Easement Agreement**; but **Manitoba** shall be liable for any loss, damage, or injury to persons or property, arising from the breach by **Manitoba**, its agents, employees, contractors or sub-contractors, of any provisions of this **Spider Lake Easement Agreement**.

3.4 This **Spider Lake Easement Agreement** grants to **Manitoba** no rights to, or to the use of, the **Spider Lake Easement Lands**, other than those expressly set forth herein; the **Spider Lake Easement Lands** remain **Reserve Lands** under the Indian Act (Canada); and **Norway House Cree Nation** may continue any and all uses of the **Spider Lake Easement Lands** which are not inconsistent with the provisions of this **Easement Agreement**. This **Spider Lake Easement Agreement** is made solely for the purposes stated herein and does not create any additional rights of tenancy, or any possessory rights of exclusive use or occupation by implication. No actions by or on behalf of **Manitoba**, **Norway House Cree Nation** or **Canada**, pursuant to this **Spider Lake Easement Agreement**, shall be deemed to create any additional rights or privileges in favour of **Manitoba** in the **Spider Lake Easement Lands**, beyond those expressly set forth in this **Spider Lake Easement Agreement**.

3.5 The grant of the **Spider Lake Easement** to **Manitoba** in the form of a transfer of partial administration and control does not express or imply any other or additional transfer of jurisdiction to **Manitoba** in respect of **Norway House Cree Nation** or lands reserved for **Norway House Cree Nation**, or any alteration of aboriginal and treaty rights recognized and affirmed by the Constitution Act, 1982.

3.6 No licence or approval obtained or conferred on or by **Manitoba** shall be deemed to amend this **Spider Lake Easement Agreement** in any way. Except to the extent expressed, the granting of this **Spider Lake Easement**, and the provisions of this **Spider Lake Easement Agreement**, do not constitute approval or acceptance by **Canada** or **Norway House Cree Nation**, of the **Project**, or of any application or authorization which the holder of this **Spider Lake Easement** may make or obtain.

3.7 Except as expressly set forth in this **Spider Lake Easement Agreement**, the **Spider Lake Easement** shall not amend, alter, grant relief from, or substitute for, any obligations imposed by or pursuant to any law of **Canada** or **Manitoba**.

3.8 Upon not less than thirty (30) days written notice to **Canada** and **Norway House Cree Nation**, and subject to the consent of **Canada** and **Chief and Council** on behalf of **Norway House Cree Nation** as to the location, which consent shall not be unreasonably withheld, **Manitoba** will have the right, at its own expense, to construct, erect and maintain on the **Spider Lake Easement Lands**, bench marks and **Gauging Stations** as may reasonably be required for the purposes of the **Project**. **Manitoba** shall have the obligation to maintain any bench marks or **Gauging Stations**



which it erects on the **Spider Lake Easement Lands** until it has provided notice to **Norway House Cree Nation** of its intention to abandon such bench marks and **Gauging Stations** whereupon **Manitoba** shall remove such structures and restore the lands, to the extent reasonably practicable, to their original condition.

4.0 **BANK AND SETBACK LINE PROTECTION, MAINTENANCE AND RELATED MATTERS**

4.1 **Manitoba** and **Chief and Council** on behalf of **Norway House Cree Nation** may each inspect, protect and maintain, at its own expense, the banks and shorelines forming part of the **Spider Lake Easement Lands**.

4.2 **Manitoba** shall promptly, upon the request of **Chief and Council** on behalf of **Norway House Cree Nation**, inspect, protect and maintain, at **Manitoba's** own expense, the banks and shorelines within the **Spider Lake Easement Lands**, to ensure that **Reserve Lands** above the **Setback Lines**, and not forming part of the **Spider Lake Easement Lands**, are not damaged or impaired by erosion, slumping or other adverse impacts due to inundation caused by or resulting from the **Project**.

4.3 Where bank protection, shoreline work or maintenance work is required on the **Spider Lake Easement Lands** to prevent inundation beyond the **Spider Lake Easement Lands** or otherwise to protect the **Spider Lake Easement**, such work shall be the right and responsibility of **Manitoba** to perform at its own expense.

4.4 Where bank protection, shoreline work or maintenance work is required to protect any development on the **Spider Lake Easement Lands**, permitted by **Chief and Council** on behalf of **Norway House Cree Nation** pursuant to this **Spider Lake Easement Agreement**, such work shall be the right and responsibility of **Norway House Cree Nation** to perform at its own expense.

4.5 All bank protection, shoreline or maintenance work on **Spider Lake Easement Lands**, performed under this **Spider Lake Easement Agreement**, shall be done in a good and workmanlike manner in accordance with applicable engineering standards.

4.6 Except while work permitted by this **Spider Lake Easement Agreement** is in progress, **Manitoba**, its agents, employees, contractors and sub-contractors shall not leave, park or store any vehicles, equipment or other chattels on the **Spider Lake Easement Lands**.

4.7 Except as provided in Articles 4.10 or 6.8, where damage is done on **Reserve Lands** to any works, buildings, crops, fences, livestock, goods and chattels of **Members, Norway House Cree Nation, a Community Organization** or **Canada**, or any person claiming through or under **Canada** or **Norway House Cree Nation** or **Canada**, and the damage is caused by **Manitoba**, its agents, employees, contractors or sub-contractors, **Manitoba** shall compensate such **Member, Norway House Cree Nation, Community Organization** or **Canada** or any such person claiming through or under **Norway House Cree Nation** or **Canada** in respect of such damage.

4.8 Where damage is caused to bank protection or works constructed or placed by **Manitoba** on the **Spider Lake Easement Lands**, which damage **Chief and Council** on behalf of **Norway House Cree Nation** ought reasonably to have prevented, such works shall be restored to the reasonable satisfaction of **Manitoba** at the expense of **Norway House Cree Nation**.

4.9 Subject to the provisions of Articles 6.2 to 6.8, **Manitoba** shall indemnify and save

harmless **Norway House Cree Nation and Canada**, from and against any claims of any kind for loss, injury or damage to persons or property as a result of the presence or operation of vehicles, equipment or chattels of **Manitoba**, its agents, employees, contractors and sub-contractors, on the **Spider Lake Easement Lands** or access routes thereto; except that **Manitoba** shall not be responsible where work under this **Spider Lake Easement** is performed on its behalf by members of **Norway House Cree Nation** under the direction and supervision of **Chief and Council**.

4.10 **Manitoba** shall not be liable under either Article 4.7 or Article 4.9, to the extent that the damage results from the negligence of the person who has suffered the loss, or from a use, by that person, of the **Spider Lake Easement Lands** which is not authorized or permitted by this **Spider Lake Easement Agreement**.

4.11 **Manitoba**, its agents, employees, contractors and sub-contractors may fell, cut, trim, or remove any trees or parts thereof, on or from the **Spider Lake Easement Lands** below the **OHWM**. Above that level, **Manitoba** may request permission of **Canada** and **Norway House Cree Nation** to cut or remove trees or timber, pursuant to the provisions of the Indian Act (Canada) and the Indian Reserve Timber Regulations or any successor legislation; and such consent shall not be unreasonably withheld.

4.12 Except as otherwise provided in this **Spider Lake Easement Agreement**, **Manitoba**, its agents, employees, contractors or sub-contractors shall not commit or permit the commission of any waste, spoilage or destruction, or dump any rubbish or any other matter of an offensive nature, anywhere on the **Reserve**, except in such places and at such times as may have been previously designated by **Chief and Council** on behalf of **Norway House Cree Nation**, or **Canada**.

4.13 **Manitoba** shall promptly remove debris or waste material placed or caused to be placed on the **Spider Lake Easement Lands** by works or operations of **Manitoba** other than debris or waste resulting from the inundation as permitted under this **Spider Lake Easement Agreement** and, in any event, not later than fourteen (14) days after receipt of a written request to do so from **Chief and Council** on behalf of **Norway House Cree Nation**.

4.14 **Manitoba** shall dispose of any material excavated or removed from the **Spider Lake Easement Lands** as may reasonably be directed, in writing, by **Chief and Council** on behalf of **Norway House Cree Nation**. In an emergency or, if no such direction is provided within seven (7) days of a request for direction, such material may be disposed of off **Reserve**. Any such direction or disposal shall be in compliance with all applicable laws and regulations.

4.15 If required, so that construction or other activities within or near the **Setback Lines** can be appropriately located, **Manitoba** shall, if requested and reasonably required by **Chief and Council** on behalf of **Norway House Cree Nation**, or **Canada**, in a timely fashion, restore the **Setback Lines**, and cut lines associated therewith, and replace any missing survey monuments to the satisfaction of the Surveyor General of Canada.

4.16 **Manitoba** shall ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed in the course of any of its activities pursuant to this **Spider Lake Easement Agreement**. Where any monuments have been or are disturbed, damaged or destroyed **Manitoba** shall, at its expense, and in a timely fashion, have such monuments replaced by a qualified Land Surveyor to the satisfaction of the Surveyor General of Canada. This section does not apply to legal or control monuments which are lawfully inundated.

4.17 Where survey monuments are disturbed as a result of wilful, deliberate or negligent

actions of the agents, servants or employees of **Norway House Cree Nation** or **Canada**, it shall be the responsibility of that **Party** to restore or replace such monuments, in a timely fashion and in a manner satisfactory to the Surveyor General of Canada.

4.18 Where **Setback Lines** have not been the subject of an on the ground survey and installation of monuments, **Manitoba** shall, upon reasonable notice from **Chief and Council** on behalf of **Norway House Cree Nation**, or **Canada**, use its best efforts to expeditiously, and in any event, within twelve (12) months of such notice, survey and install monuments in accordance with the requirements of the Surveyor General of Canada.

4.19 **Manitoba** shall, insofar as it is reasonably practical to do so, conduct all work so as not to interfere with the ordinary use of the **Spider Lake Easement Lands**, or **Reserve Lands** adjacent to the **Spider Lake Easement Lands**.

## 5.0 ACCESS TO EASEMENT LANDS

5.1 Subject to the terms set forth in this **Spider Lake Easement Agreement**, **Canada** and **Norway House Cree Nation** grant to **Manitoba**, its servants, employees and agents a licence, without charge, for access to and from the **Spider Lake Easement Lands**, over and upon the **Reserve**, and over and upon any other lands which do not now but which may in the future form part of the **Reserve**, with or without vehicles, machinery and equipment, for such inspections, bank protection, maintenance and other purposes authorized by this **Spider Lake Easement Agreement**, as **Manitoba** at any time deems necessary or expedient.

5.2 Notice requirements for access shall be as follows:

- (a) Except in the case of an emergency, **Manitoba** shall give **Norway House Cree Nation** not less than thirty (30) days written notice of the nature of bank protection, maintenance or other work to be done on the **Spider Lake Easement Lands**, and not less than ten (10) days written notice of inspections on **Spider Lake Easement Lands**, or such other periods of notice as may be agreed upon by **Manitoba** and **Chief and Council** on behalf of **Norway House Cree Nation** in writing; and,
- (b) In the event of an emergency, **Manitoba** shall, as soon as possible after the need is identified, give **Norway House Cree Nation** and **Canada** notice by telephone or facsimile of the nature of the work involved.

5.3 Where it is practical, one of the following means of access to the **Spider Lake Easement Lands** shall be used:

- (a) a provincial highway or other provincial road leading to the **Spider Lake Easement Lands**;
- (b) the water adjacent to the **Spider Lake Easement Lands**;
- (c) an aircraft; or,
- (d) via lands other than **Reserve Lands**, where such lands are owned by **Manitoba** or lands to which it has a right of access and which are adjacent to the **Spider Lake Easement Lands**, other than lands forming part of the **Reserve**.

5.4 Where, in the opinion of **Manitoba**, it is impossible or impractical to enter upon or exit from the **Spider Lake Easement Lands** for valid purposes under this **Spider Lake Easement Agreement** by any one or more of the means provided in Article 5.3, **Manitoba**, except in the case of an emergency, shall so notify **Norway House Cree Nation** in writing at least twenty-one (21) days (or at least ten (10) days when the purpose is for inspections) in advance of such proposed entry or exit across the **Reserve Lands**. Such notice shall:

- (a) include the nature, number, dimensions and gross weight of any vehicles, equipment or materials to be transported to or on the **Spider Lake Easement Lands**;
- (b) set forth the reasons why other means of entry or exit are impossible or impractical in the circumstances;
- (c) set forth the approximate number of persons involved, the proposed route, the earliest contemplated entry date and the estimated exit date.

In the event of an emergency, **Manitoba** shall give notice by telephone and facsimile to **Norway House Cree Nation** as soon as the circumstances of the emergency are known to **Manitoba**.

5.5 Access across **Reserve Lands** shall be by means of existing roads, except where that is demonstrably impractical.

5.6 **Chief and Council** on behalf of **Norway House Cree Nation** may, within seven (7) days of receipt of a notice under Article 5.4, object to the proposed access by notifying **Manitoba** in writing, of its objections. Promptly after receipt of such a notice by **Manitoba**, **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall use their best efforts to resolve their differences. If those differences cannot, in the opinion of either **Chief and Council** or **Manitoba**, be resolved within a reasonable time, either **Party** may have recourse to court to resolve the dispute; and, except in an emergency, **Manitoba** shall refrain from use of the proposed access until the dispute is conclusively disposed of by such court.

5.7 In the event of an emergency, **Manitoba** may use the proposed access. If there is a dispute as to whether or not an emergency exists, a court may find that an emergency does not exist, and order **Manitoba** to cease use of the proposed access.

5.8 **Chief and Council** on behalf of **Norway House Cree Nation** will take all reasonable steps to enable **Manitoba** to exercise its rights of entry and exit as provided for in this **Spider Lake Easement Agreement**, without hindrance or interference.

5.9 **Manitoba** will repair any damage to **Reserve Lands** caused by exercising this right of entry and exit and to the extent reasonably practicable, restore the land to the condition it was in prior to the damage.

## 6.0 BUILDINGS AND STRUCTURES ON EASEMENT LANDS

6.1 **Manitoba** shall not construct any permanent works, buildings, structures or improvements on the **Spider Lake Easement Lands**, other than works in the nature of bank protection and shoreline maintenance or related work, without the prior written consent of **Canada** and **Chief and Council** on behalf of **Norway House Cree Nation**.

6.2 Except for **Manitoba's** right to construct works in the nature of bank protection and shoreline maintenance or related works, which right is hereby granted, no person shall develop, improve or build a structure of any kind on the **Spider Lake Easement Lands** without prior approval from **Chief and Council** on behalf of **Norway House Cree Nation**, and any other approvals required under the Indian Act (Canada).

6.3 Subject to the provisions of this Article 6, **Chief and Council** on behalf of **Norway House Cree Nation** may permit a structure, development or improvement upon **Spider Lake Easement Lands**, which are, or are not, inundated.

6.4 **Norway House Cree Nation** agrees that **Chief and Council** shall give **Manitoba**

and **Canada** not less than thirty (30) days notice of any **Chief and Council** meeting at which a proposal will be considered, to which Articles 6.2 or 6.3 apply. Such notice shall include:

- (a) a description of the nature and location on the **Spider Lake Easement Lands** of the proposed structure, development or improvement; and,
- (b) the date, time and place of the **Chief and Council** meeting at which the proposal is to be considered.

**Manitoba** shall have the right but not the obligation to forward a written submission to **Chief and Council** commenting on the proposed structure, development or improvement, or to enter the **Reserve** to appear at such meeting and make representations to **Chief and Council**.

- 6.5 **Chief and Council** will grant permission, under Article 6.3, only where:
- (a) the structure, development or improvement is, in its judgment, necessary for the economic and social well-being of **Norway House Cree Nation**; and,
  - (b) the structure, development or improvement can reasonably be expected not to materially interfere with or adversely affect **Manitoba's** rights under this **Spider Lake Easement Agreement**, including **Manitoba's** right to:
    - (i) inundate on the **Spider Lake Easement Lands**,
    - (ii) access the **Spider Lake Easement Lands** in accordance with the entry and exit provisions of this **Spider Lake Easement Agreement**, or
    - (iii) carry out bank protection, shoreline maintenance and related works on the **Spider Lake Easement Lands** in accordance with the provisions of this **Spider Lake Easement Agreement**.

6.6 Where it appears to **Manitoba** that a structure or improvement on the **Spider Lake Easement Lands**, other than its own, is causing or is likely to cause the effects described in Article 6.5(b), **Manitoba** shall so notify **Norway House Cree Nation** and **Canada** in writing and indicate:

- (a) that **Manitoba** proposes to alter or remove the structure or improvement at its own expense and, subject to the provisions of Article 6.7, without liability therefor on a date not sooner than twenty-one (21) days from the date notice is received by **Norway House Cree Nation**; or,
- (b) that **Manitoba** requests that **Norway House Cree Nation** arrange for removal of the structure or improvement, whereupon **Norway House Cree Nation** agrees that **Chief and Council** will arrange for the structure or improvement to be removed at the expense of **Norway House Cree Nation**.

6.7 **Chief and Council** on behalf of **Norway House Cree Nation** may, within fourteen (14) days of receipt of a notice under Article 6.6, object to the course of action by notifying **Manitoba** and **Canada** in writing of the nature of its objections. Promptly after receipt of any such notice, **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall use their best efforts to resolve their differences. If those differences cannot be resolved within a reasonable time, any **Party** may proceed to court to resolve the dispute. Any action taken by **Manitoba** to remove such structure or improvement shall be at **Manitoba's** risk, until the dispute has been finally resolved by the court.

6.8 Except where damage occurs as a result of negligence or breach of the provisions of this **Spider Lake Easement Agreement** by **Manitoba**, its agents, employees, or servants, **Manitoba** is not liable under this **Spider Lake Easement Agreement** for any damages to any improvements, structures, works, buildings, crops, fences, livestock, goods and chattels which are on the **Spider Lake Easement Lands**, which damage is incidental to the exercise by **Manitoba** of its rights under this **Spider Lake Easement**, or which is caused by the inundation and storage of water on the **Spider Lake Easement Lands**.

## 7.0 ADDITIONAL EASEMENT TERMS

7.1 The granting of the **Spider Lake Easement** by **Canada** is subject to the conditions that **Manitoba** shall:

- (a) to the extent it is possible to do so and it is within the control and authority of **Manitoba**, control the flow of water on the regulated waterways so as to ensure that the **Static Inundation Level** on Little Playgreen Lake adjacent to the **Reserve** does not exceed 715 feet **A.S.L.**;
- (b) use all practical means, including adjustment of flows through control structures, to prevent any inundation of **Reserve Lands** lying between the **Static Inundation Level**, on Little Playgreen Lake adjacent to the **Reserve**, of 715 feet **A.S.L.** and the **Setback Lines**.

7.2 Nothing in this **Spider Lake Easement Agreement** shall be deemed:

- (a) to give **Manitoba** any title to the casual revenues of the federal Crown, or to any mines, ores, metals, coal, slate, oil, gas, hydrocarbons, aggregate or other minerals in or under the land comprising the **Spider Lake Easement Lands**; or
- (b) to prevent the exploitation of such minerals by or with the permission of **Norway House Cree Nation** in accordance with the Indian Act (Canada); provided such exploitation does not interfere with or derogate from **Manitoba's** rights and privileges of access to the **Spider Lake Easement Lands** to inundate and store water on the **Spider Lake Easement Lands** and to carry out bank protection, shoreline maintenance and related works on the **Spider Lake Easement Lands**, in accordance with the provisions of this **Spider Lake Easement Agreement**.

7.3 **Manitoba** may assign or encumber its rights or assign its obligations, under this **Spider Lake Easement Agreement**, but only to a person with legal authority and control to operate the **Project** or a part thereof. Promptly upon any such assignment or encumbrance, **Manitoba** shall give written notice thereof to **Canada** and **Norway House Cree Nation**. **Manitoba** shall remain liable for the performance of all of **Manitoba's** covenants in the event of such assignment or encumbrance, including any assigned under this **Spider Lake Easement Agreement**. No assignee of **Manitoba** may benefit from the **Spider Lake Easement** unless the **Spider Lake Easement** has been assigned to such assignee and **Canada** and **Norway House Cree Nation** have been notified of the assignment.

7.4 Neither **Canada** nor **Norway House Cree Nation** shall dispose of or alienate their respective interests in the **Spider Lake Easement Lands**, except subject to the terms of this **Spider Lake Easement Agreement**. No alienation of the **Spider Lake Easement Lands** shall be permitted unless there are reservations in favour of **Manitoba** of all of the rights and privileges to which **Manitoba** is entitled under this **Spider Lake Easement Agreement**, including this provision in a form which binds assignees and successors.

7.5 When it is necessary for the purposes of this **Spider Lake Easement Agreement** to determine elevations, those elevations shall be based on the **Controlling Bench Mark (Montreal Point)** and **A.S.L.**

## 8.0 TAXES, LEVIES AND CHARGES

8.1 **Manitoba** may exercise the **Spider Lake Easement** without charge, rate, levy, assessment, licence, fee or tax exigible by or payable to **Canada** or **Norway House Cree Nation** in

respect thereof, including taxes, levies or charges levied, or purported to be levied, by means of by-laws pursuant to the Indian Act (Canada), or any successor legislation; and this Article 8.1 shall be a full and sufficient exemption from any such charges.

8.2 Article 8.1 shall not exempt any assignee from any applicable excise tax, income tax, goods and services tax, or any other tax not covered by Article 8.1.

8.3 **Manitoba** shall be responsible for, and shall indemnify **Canada** and **Norway House Cree Nation** for any levies, taxes or charges lawfully assessed against the **Spider Lake Easement Lands**, or related to the use of the **Spider Lake Easement Lands** by **Manitoba**, its agents, employees, contractors or sub-contractors, where any such levies, taxes or charges are lawfully assessed pursuant to the laws of the Province of Manitoba, or are not within the scope of the provisions of Article 8.1.

#### 9.0 **WARRANTIES OF POWER AND AUTHORITY**

9.1 **Canada** hereby warrants that it has the full power and authority to grant to **Manitoba** the rights, privileges and the **Spider Lake Easement** granted in this **Spider Lake Easement Agreement**, and to be bound by this **Spider Lake Easement Agreement**.

9.2 **Manitoba** warrants that it has full power and authority to enter into and be bound by this **Spider Lake Easement Agreement**.

9.3 **Norway House Cree Nation** warrants that it has full power and authority to enter into and be bound by this **Spider Lake Easement Agreement**.

9.4 It is expressly understood by **Manitoba** that **Canada** does not in any way warrant, control, guarantee or assume any liability, of any kind whatsoever, with respect to any actions of **Norway House Cree Nation** or **Chief and Council** in connection with the **Spider Lake Easement** or this **Spider Lake Easement Agreement**.

9.5 **Norway House Cree Nation** and **Chief and Council** warrant that they have been independently advised by legal and technical counsel and advisors of their choice before entering into this **Spider Lake Easement Agreement**.

#### 10.0 **WAIVER, INDEMNIFICATION AND CORRECTION OF BREACH**

10.1 **Manitoba** will save **Canada** and **Norway House Cree Nation** harmless, and keep **Canada** and **Norway House Cree Nation** indemnified from and against, all actions, claims, and demands that may be made against **Canada** and **Norway House Cree Nation** by reason of any act or omission by **Manitoba** in the exercise or purported exercise of the rights granted by this **Spider Lake Easement Agreement**, or occasioned by or attributable to anything done or omitted to be done by **Manitoba**, its agents, employees, contractors and sub-contractors in the exercise or purported exercise of the rights granted by this **Spider Lake Easement Agreement**.

10.2 **Manitoba** shall indemnify and save harmless **Canada** and **Norway House Cree Nation** in respect of any actual or purported liens, encumbrances or charges which may attach to the **Spider Lake Easement Lands** under the laws of Manitoba or Canada, where such liens, encumbrances or charges arise from the acts or omissions of **Manitoba**, its agents, employees, contractors and sub-contractors. This indemnity is conditional upon the indemnified **Party** promptly giving notice to **Manitoba** of any such action, claim or demand, and not settling any such action, claim

or demand without the prior written consent of **Manitoba**.

10.3 No waiver of any breach, by or on behalf of **Canada**, shall take place or be binding unless the waiver is in writing signed by the Minister, Deputy Minister or Assistant Deputy Minister, responsible under the laws of Canada and any such waiver shall apply only to the particular breach to which such waiver specifically relates, and shall not be deemed to be a general waiver, or to limit or affect the rights of **Canada** with respect to any future or other breach.

10.4 No waiver of any breach, by or on behalf of **Norway House Cree Nation**, shall take place or be binding unless authorized in a Resolution passed by **Chief and Council** and any such waiver shall apply only to the particular breach to which such waiver specifically relates, and shall not be deemed to be a general waiver, or to limit or affect the rights of **Norway House Cree Nation** with respect to any future or other breach.

10.5 No waiver of any breach, by or on behalf of **Manitoba**, shall take place or be binding unless the same be expressed in writing over the signature of the Minister of the Government of Manitoba responsible for Northern Affairs, and any such waiver shall apply only to the particular breach to which such waiver specifically relates, and shall not be deemed to be a general waiver, or to limit or affect the rights of **Manitoba** with respect to any future or other breach.

10.6 **Norway House Cree Nation** hereby releases and forever discharges **Canada** and **Manitoba** of and from any and all actions, causes of action, suits, claims, demands, losses or damages of any kind or nature whatsoever, at law or in equity, which **Norway House Cree Nation** or **Norway House Cree Nation** on behalf of any **Member**, their respective successors, assigns, heirs, executors or administrators, now have or hereafter can, shall or may have, for, or by reason of, any cause, matter or thing whatsoever, in relation to the granting of this **Spider Lake Easement** and the arrangements or matters specifically provided for in this **Spider Lake Easement Agreement**. Nothing in this section shall relieve **Canada** or **Manitoba** of liability for breaches of the **Spider Lake Easement** or the **Spider Lake Easement Agreement**, future negligent acts or omissions or wilful misconduct, on its own part, or on the part of those for whom it is responsible at law.

10.7 **Manitoba** and **Norway House Cree Nation** release **Canada** from all liability with respect to the definition, selection or determination of the **Controlling Bench Mark (Montreal Point)** and **ASL**, and the determination of the **Set-back Lines** in accordance therewith, for the purposes of this **Spider Lake Easement**.

#### 11.0 GENERAL PROVISIONS

11.1 The preamble is inserted solely for historical purposes and may not be used or referred to in interpreting any part of this **Spider Lake Easement Agreement**.

11.2 The division of this **Spider Lake Easement Agreement** into articles, and the article headings are for convenience of reference only, and shall not affect the construction or interpretation of this **Spider Lake Easement Agreement**. Headings used in this **Spider Lake Easement Agreement** are for general guidance only and do not have substantive meaning so as to modify the provisions of this **Spider Lake Easement Agreement** or alter or modify the **Spider Lake Easement**.

11.3 Words importing the singular number include the plural and vice versa.

11.4 Except where the original document, data or measuring device was in Imperial, and subject to any legislative requirement, in the event of a conflict between metric and Imperial measure,



metric measure shall prevail. The **Parties** agree that the metric conversion rate to be used for purposes of this **Spider Lake Easement Agreement** shall be 1 foot equals 0.3048 meter and 1 meter equals 3.28084 feet.

11.5 Each of the **Parties** to this **Spider Lake Easement Agreement** will, deliver such instruments of transfer, conveyance and assignment, and take such further action as may be required, to effectively complete any matter provided for in this **Spider Lake Easement Agreement**.

11.6 This **Spider Lake Easement Agreement** constitutes the entire agreement between the **Parties** and, except as expressly provided, supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between and among the **Parties** with respect to the subject matter of this **Spider Lake Easement Agreement**. There are no representations, warranties, collateral agreements or conditions pertaining to the subject of the **Spider Lake Easement** except as expressed in this **Spider Lake Easement Agreement**. This Article 11.6 does not apply to the **Agreement**.

11.7 The provisions of this **Spider Lake Easement Agreement** are without prejudice to the interpretation or application of the **NFA** by either of **Canada** or **Manitoba** as it relates to Nelson House, Split Lake, York Factory, Cross Lake or the **NFC**.

11.8 The **Spider Lake Easement** and this **Spider Lake Easement Agreement** shall enure to the benefit of, and be binding upon, the **Parties** to this **Spider Lake Easement Agreement**, their respective heirs, successors and assigns.

11.9 No part of the **Spider Lake Easement** or this **Spider Lake Easement Agreement** may be assigned or otherwise transferred except as expressly provided for in this **Spider Lake Easement Agreement**.

11.10 No member of Parliament or of the Legislative Assembly of Manitoba may be admitted to any part of this **Spider Lake Easement Agreement**.

11.11 Where in this **Spider Lake Easement Agreement** notice or demand must be given it shall be given or served in writing and addressed as follows:

To **Canada**:

The Regional Director General  
The Department of Indian Affairs and Northern Development  
Suite 1100, 275 Portage Avenue  
Winnipeg, Manitoba  
R3B 3A3;

To **Manitoba:**

Deputy Minister of Northern Affairs  
Legislative Bldg.  
Winnipeg, Manitoba  
R3C 0V8;

To **Norway House Cree Nation:**

Chief and Council of the Norway House Cree Nation  
Box 250  
Norway House, Manitoba  
R0B 1B0;

and, except where personal service is used, shall be deemed to have been received on the date such delivery is confirmed by the receiving **Party**. For greater certainty, any notice or demand to **Norway House Cree Nation** pursuant to this **Spider Lake Easement Agreement** shall be performed by notice or demand to **Chief and Council**.

11.12 A **Party** whose address changes shall promptly notify each other **Party** of such change.

SIGNED, SEALED AND DELIVERED  
in the presence of:

Her Majesty the Queen in The Right of  
Canada

Per:

Her Majesty the Queen in the Right of the  
Province of Manitoba

Per:

Norway House Cree Nation

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Witness as to Chief  
and Councillors

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Councillor

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Councillor

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Councillor

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Councillor

**SCHEDULE 3.8**

**COMPENSATION LANDS ENCUMBRANCES**

<b>Compensation Lands Parcel</b>	<b>Encumbrances</b>
Whiskey Jack, Site 3.1	<b>Inundation Easement</b> <b>Right-of-Way Easement</b> <b>Transmission Line Easement (66/230 KV)</b> <b>Transmission Line Easement (66/230KV)</b>
Paimusk Creek, Site 3.2	none
Baker Lake, Site 3.3	<b>Transmission Line Easement (66 KV)</b>
Playgreen Point, Site 3.4	<b>Inundation Easement</b> <b>Transmission Line Easement (12 KV)</b>
Spider Lake, Site 3.5	<b>Spider Lake Easement</b>
Eight Mile Channel, Site 3.6	<b>Inundation Easement</b>
Little Bolton Lake, Site 3.7	none
Reserve Extension, Site 3.8	<b>Inundation Easement</b> <b>Transmission Line Easement (230 KV)</b>
Molson Lake, Site 3.9	none
Molson Lake Point, Site 3.10	none
Molson Lake Beach, Site 3.11	none

In the event of a conflict between this Schedule and Schedule 3.2, Schedule 3.2 shall prevail.

**SCHEDULE 3.9**

**INUNDATION EASEMENT LANDS  
SPIDER LAKE EASEMENT LANDS**

**1. Inundation Easement Lands - Existing Reserves**

The **Inundation Easement Lands** on Existing Reserve are described as:

in the Province of Manitoba, in Township 57, Ranges 2, 3 and 4, and Township 58, Ranges 2 and 3, and Township 59, Range 2, all West of the Principal Meridian, in the Norway House Indian Reserve No. 17, and being all those parcels of land more particularly described under Firstly to Twentiethly as follows:

Firstly: Parcel NFA - 58 as shown on a plan of survey recorded in the Canada Lands Surveys Records, in Ottawa, as No. 72685, a copy of which is filed in the Portage La Prairies Land Titles Office as No. 25317;

Secondly: Parcel NFA - 57 as shown on a plan of survey recorded in said Records as No. 72686, a copy of which is filed in said Office as No. 25318;

Thirdly: Parcels NFA - 5 to NFA - 10, both inclusive, as shown on a plan of survey recorded in said Records as No. 72930, a copy of which is filed in said Office as No. 25357;

Fourthly: Parcels NFA - 11 and NFA - 12 as shown on a plan of survey recorded in said Records as No. 72931, a copy of which is filed in said Office as No. 25358;

Fifthly: Parcels NFA - 14 to NFA - 18, both inclusive, as shown on a plan of survey recorded in said Records as No. 72932, a copy of which is filed in said Office as No. 25359;

Sixthly: Parcels NFA - 19, NFA - 20 and NFA - 21 as shown on a plan of survey recorded in said Records as No. 72933, a copy of which is filed in said Office as No. 25360;

Seventhly: Parcels NFA - 22 to NFA - 26, both inclusive, as shown on a plan of survey recorded in said Records as No. 72934, a copy of which is filed in said Office as 25361;

Eighthly: Parcels NFA - 50 to NFA - 56, both inclusive, as shown on a plan of survey recorded in said Records as No. 72935, a copy of which is filed in said Office as No. 27839;

Ninthly: Parcels NFA - 42 to NFA - 49, both inclusive, as shown on a plan of survey recorded in said Records as No. 72936, a copy of which is filed in said Office as No. 27840;

Tenthly: Parcel NFA - 59 as shown on an explanatory plan recorded in said Records as No. 72937, a copy of which is filed in said Office as No. 25362;

Eleventhly: Parcels NFA - 2 and NFA - 3 as shown on an explanatory plan recorded in said Records as No. 72938, a copy of which is filed in said Office as No. 25363;

Twelfthly: Parcel NFA - 4 as shown on an explanatory plan recorded in said Records as No. 72939, a copy of which is filed in said Office as No. 25364;

Thirteenthly: Parcel NFA - 13 as shown on an explanatory plan recorded in said Records as No. 72940, a copy of which is filed in said Office as No. 25365;

Fourteenthly: Parcels NFA - 38 to NFA - 41, both inclusive, as shown on an explanatory plan recorded in said Records as No. 72941, a copy of which is filed in said Office as No. 25366;

Fifteenthly: Parcel NFA - 27 as shown on an explanatory plan recorded in said Records as No. 72942, a copy of which is filed in said Office as No. 25367;

Sixteenthly: Parcels NFA - 28 and NFA - 29 as shown on an explanatory plan recorded in said Records as No. 72943, a copy of which is filed in said Office as No. 25368;

Seventeenthly: Parcels NFA - 31, NFA - 32 and NFA -33 as shown on an explanatory plan recorded in said Records as No. 72944, a copy of which is filed in said Office as No. 25369;

Eighteenthly: Parcel NFA - 34 as shown on an explanatory plan recorded in said Records as No. 72945, a copy of which is filed in said Office as No. 25370;

Nineteenthly: Parcel NFA - 35 as shown on an explanatory plan recorded in said Records as No. 72946, a copy of which is filed in said Office as No. 25371; and

Twentiethly: Parcels NFA - 36 and NFA - 37 as shown on an explanatory plan recorded in said Records as No. 72947, a copy of which is filed in said Office as No. 25372;

which Explanatory Plans are subject to monumented survey based on the survey instructions in Schedule 3.2 to this **Agreement** and the process and methodology for geotechnical studies pursuant to the Canada-Manitoba Northlands Agreement (1976 - 1981).

## 2. **Inundation Easement Lands - Compensation Lands**

The **Inundation Easement Lands on Compensation Lands** are described as:

in the Province of Manitoba, in those parcels of **Compensation Lands** described in Schedule 3.1 to this **Agreement**, and being all those parcels of land more particularly described under Firstly to Sixthly, as follows:

Firstly: All of that land lying between the water body boundary of the parcel of **Compensation Lands** and the proposed Setback Lines shown in red on Manitoba Hydro Proposed Setback Line Plan No. 00199-E-00440 (sheets 1 and 2);

Secondly: All of that land lying between the water body boundary of the parcel of **Compensation Lands** and the Proposed Setback Line shown in red on Manitoba Hydro Proposed Setback Line Plan No. 00199-E-00441;

Thirdly: All of that land lying between the water body boundary of the parcel of **Compensation Lands** and the Proposed Setback Line shown in red on Manitoba Hydro Proposed Setback Line Plan No. 00199-B-00445;

Fourthly: All of that land lying between the water body boundary of the parcel of **Compensation Lands** and the Proposed Setback Line shown in red on Manitoba Hydro Proposed Setback Line Plan No. 00199-E-00439 (sheets 1 and 2);

Fifthly: All of that land lying between the water body boundary of the parcel of **Compensation Lands** and the Proposed Setback Line shown in red on Manitoba Hydro Proposed Setback Line Plan No. 00199-E-00442 (sheets 1 to 6 inclusive);

Sixthly: All of that land lying between the water body boundary of the parcel of **Compensation Lands** and the Proposed Setback Line shown in red on Manitoba Hydro Proposed Setback Line Plan No. 00199-E-00447 (sheets 47A, 50, 51, 53, 54, 56, 56A, 57, 57A, 58A, 58/59, 59A, 60, 60A, 61, 62, 63 and 64);

as such Proposed Setback Lines referred to in the description set out as Firstly to Sixthly are established in the field by on-the-ground monumented surveys based on the survey instructions in Schedule 3.2 to this **Agreement** and the process and methodology for geotechnical studies pursuant to the Canada-Manitoba Northlands Agreement (1976 - 1981).

### 3. **Spider Lake Easement Lands**

The **Spider Lake Easement Lands** are described as:

in the Province of Manitoba, in the Spider Lake parcel of **Compensation Lands** described in Schedule 3.1 to this **Agreement** and being:

all those lands between the water body boundary of the Spider Lake parcel of **Compensation Lands** and the proposed Setback Line shown by a dark black line in Province of Manitoba (Department of Natural Resources), Plan No. 3.5A;

as such proposed Setback Line is established in the field by on-the-ground monumented surveys based on the survey instructions in Schedule 3.2 to this **Agreement** and the process and methodology for geotechnical studies pursuant to the Canada Manitoba Northlands Agreement (1976 - 1981).

# **NORWAY HOUSE CREE NATION**

**Master Implementation Agreement**

## **Article 4**

***Permit Lands and  
Fee Simple Lands***



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## ARTICLE 4

### 4.0 PERMIT LANDS AND FEE SIMPLE LANDS

### 4.1 INTRODUCTION

4.1.1 Introduction. This Article 4 provides for the acquisition and right of use by **Norway House Cree Nation** of specific parcels of provincial Crown lands in the **Norway House Resource Management Area**.

### 4.2 LAND CORPORATION

4.2.1 Incorporation. **Chief and Council** on behalf of **Norway House Cree Nation** shall cause the **Land Corporation** to be incorporated under the provisions of The Corporations Act (Manitoba) as a share capital corporation with authorized capital of one (1) common share for consideration of One (\$1.00) Dollar. The registered office of the **Land Corporation** shall be located on **Reserve**. The number of directors of the **Land Corporation** ("Directors") shall be a minimum of three (3) and a maximum of thirteen (13), a majority of whom shall always be **Ordinarily Resident**.

4.2.2 Restrictions in Articles. The Articles of Incorporation of the **Land Corporation** shall contain provisions restricting the business which the **Land Corporation** may carry on to the business of acquiring, holding, managing, administering, maintaining, pledging, leasing or disposing of corporate assets, initially comprised of **Permit and Fee Simple Lands**. The Articles of Incorporation shall further contain provisions setting forth all of the restrictions, conditions and procedures set forth in Article 4.3.

4.2.3 Ownership of Share. Subject to Article 4.2.4 the one (1) common share in the **Land Corporation** shall be issued to the **Corporate Trustee** to be held in accordance with the terms of the **Indenture**. The share shall be voted by the **Corporate Trustee** in a manner not contrary to Articles

4.2.5 or 4.3.

4.2.4 Declaration of Trust. Unless and until the **Corporate Trustee** or successor **Corporate Trustee** has executed a Declaration and Acceptance of Trust ("Declaration") as set forth in Schedule 4.2 and agreed to endorse the share certificate in the **Land Corporation**, no share shall be issued to the **Corporate Trustee**.

4.2.5 Transfer of Shares. Except for transfers to successor **Corporate Trustees**, the Articles of Incorporation of the **Land Corporation** shall prohibit the transfer of the share in the **Land Corporation** unless such transfer is approved by the **Community Approval Process** and is in accordance with other applicable provisions of the **Indenture**.

4.2.6 Land Corporation By-Laws. The **Corporate Trustee** as the shareholder of the **Land Corporation** shall cause By-law No. 1 to be enacted and ratified. By-law No.1 shall:

- (a) provide that the Directors shall be elected from the nominees selected by **Council Resolution**, unless such nominees fail to meet the criteria in Articles 4.2.1 or 4.2.6 (b) or are otherwise disqualified by law;
- (b) limit the Directors to **Adult Members** who are:
  - (i) not undischarged bankrupts, and
  - (ii) not persons of unsound mind, so found;
- (c) provide that the Officers of the **Land Corporation** ("Officers") shall be elected by a majority of the Directors;
- (d) restrict the business of the **Land Corporation** as set forth in Article 4.2.2;
- (e) provide for the restrictions, conditions and procedures set forth in Article 4.3; and
- (f) provide that the shareholder may, in any circumstances in which the Directors act in a manner contrary to Article 4 of this **Agreement**, call, without notice, a shareholders'

meeting at which the Directors of the **Land Corporation** may be removed and replacement Directors of the **Land Corporation** elected from persons nominated by **Council Resolution**. If **Chief and Council** fail to nominate qualified candidates within a reasonable period of time after the previous Directors were removed, the **Corporate Trustee** may elect interim Directors, subject to removal when a qualified slate of nominees has been elected.

4.2.7 Election of Directors. The Shareholder of the **Land Corporation** shall elect the directors of the **Land Corporation** consistent with the restrictions set out in By-law Number 1, and Articles 4.2.6(a) and (b).

4.2.8 Option. In reference to each parcel of **Permit and Fee Simple Lands**, the **Trustees**, shall execute an Option Agreement in the form of Schedule 4.3, prepare a caveat giving notice of such Option Agreement and provide such Option Agreement and caveat to **Manitoba**. After registration by **Manitoba** pursuant to Article 4.5.5, the **Trustees** shall maintain the caveat in the appropriate Land Titles Office.

#### 4.3 APPROVAL OF LAND CORPORATION TRANSACTIONS

4.3.1 Conditions Applicable. Except as set forth in Article 4.3.3, until approval has been given under the **Community Approval Process**:

- (a) the **Corporate Trustee** may not buy, sell, transfer, lease, mortgage, pledge, hypothecate, lien, charge, alienate, grant a right of first refusal or option to purchase or otherwise deal with or encumber ("Transaction") the share of the **Land Corporation**;
- (b) the **Corporate Trustee**, on behalf of the **Trustees**, shall not permit the caveats

- registered in the appropriate Land Titles Office giving notice of the Option Agreement set out in Schedule 4.3 to lapse or be discharged in whole or in part; and
- (c) no Transaction in relation to the **Permit and Fee Simple Lands** shall be permitted.

4.3.2 **Majority Vote.** No amendment of the Articles of Incorporation, or voluntary winding up of the **Land Corporation**, shall take place unless approved under the **Community Approval Process**.

4.3.3 **Transactions with Other Parties.** Notwithstanding the provisions of Article 4.3.1, the **Land Corporation** may, upon fourteen (14) days written notice to **Chief and Council** and the **Trustees**, or such lesser period of notice as **Chief and Council** and the **Trustees** may allow, enter into a Transaction involving the **Permit and Fee Simple Lands** held by the **Land Corporation**, without approval under the **Community Approval Process**, provided:

- (a) no party to such Transaction, other than the **Land Corporation**, is a **Member** or **Community Organization**;
- (b) in the written opinion of the Directors, supported by the written approval of **Chief and Council**, disclosure at a **Meeting of Members** as contemplated under Article 4.3.1 would affect a third party involved in such Transaction so that such third party might reasonably be expected:
- (i) not to proceed with the Transaction, or
  - (ii) to proceed only at a price or on terms less favourable to the **Land Corporation**,
- and the **Trustees** have been so advised in writing;
- (c) such Transaction is determined by the Directors to be for the benefit of the **Land Corporation**;
- (d) **Chief and Council** are of the opinion that such Transaction would be for the benefit

of **Norway House Cree Nation** and so advise the Directors and **Trustees** in writing;  
and

- (e) the **Trustees** do not consider the opinions of the Directors and of **Chief and Council** under Article 4.3.3(b) to be unreasonable and so advise the Directors and **Chief and Council** in writing.

Forthwith upon the completion of such a Transaction, a **Meeting of Members** shall be convened by **Chief and Council** at which the Directors or **Chief and Council** shall explain the nature and significance of the Transaction, but no **Majority Vote** or other approval need be sought or obtained.

4.3.4 Release of Option. Where the **Land Corporation** has agreed to a Transaction in compliance with Article 4.3.3, the **Trustees** shall:

- (a) withdraw the caveat which gives notice of the Option Agreement set out in Schedule 4.3 in regard to the parcel subject to the Transaction; and
- (b) provide to the **Land Corporation** the documents in their possession necessary to complete such Transaction.

4.3.5 Action When Breach. If the **Land Corporation** does any act or thing which in any way purports to do a Transaction without first having complied with the requirements of Articles 4.3.1 and 4.3.3, the **Corporate Trustee** shall immediately call a shareholders' meeting at which the Directors shall be removed from their office and, in accordance with Article 4.2.6, replacement Directors shall be elected.

4.3.6 Norway House Cree Nation Responsibility. **Chief and Council** shall act in accordance with this Article 4 when dealing with, or in relation to, the **Land Corporation**, the **Permit and Fee Simple Lands** or a Transaction.

#### 4.4 LAND USE PERMITS

4.4.1 Issuance of Permits. Provided that Articles 4.2.1, 4.2.4 and 4.2.6 have been complied with, **Manitoba** will, within three (3) months of receipt of a request by **Council Resolution**, issue **Land Use Permits** to the **Land Corporation** for the **Permit and Fee Simple Lands** proposed to be transferred to the **Land Corporation**.

4.4.2 Non-Conversion to Reserve. It is the intent of the **Parties** that the **Permit and Fee Simple Lands** shall not be **Reserve Lands** subject to the Indian Act (Canada) and, in particular, Sections 35 and 36 of the Indian Act (Canada) shall have no application to the **Permit and Fee Simple Lands**. Any general **Land Use Permits** issued in relation to the **Permit and Fee Simple Lands** may be cancelled by **Manitoba** without notice, at any time, should any action be taken by any **Party** to this **Agreement** to make such **Permit and Fee Simple Lands** subject to the Indian Act (Canada). A selection by **Norway House Cree Nation** of any **Permit and Fee Simple Lands** for Treaty Land Entitlement, or the concurrence of **Canada** in such selection, shall not be a breach of such condition.

4.4.3 Permits to Others. Nothing in this Article shall affect the right of any person to acquire, or the right of **Manitoba** to issue, a **Land Use Permit** on lands within the **Norway House Resource Management Area** which have not been selected as **Permit and Fee Simple Lands**.

#### 4.5 TRANSFER IN FEE SIMPLE TITLE

4.5.1 Legislation by Canada. In recognition of the intent of the **Parties** that Sections 35(4) and 36 of the Indian Act (Canada) shall have no application to the **Permit and Fee Simple Lands**, **Canada** shall recommend to Parliament the enactment of legislation to provide that said Sections 35(4) and 36 do not so apply and when enacted shall proclaim such legislation in force.



4.5.2 Request for Fee Simple Title. Subject to Article 3.5.5(c), at any time after receipt of any **Land Use Permit** under Article 4.4.1, and the proclamation of the legislation contemplated under Article 4.5.1, **Chief and Council** may request by **Council Resolution** that fee simple title to all or any parcel of the **Permit and Fee Simple Lands** be transferred to the **Land Corporation**.

4.5.3 Surveys. Upon the proclamation by **Canada** of the legislation contemplated in Article 4.5.1 and the receipt of a request under Article 4.5.2, **Manitoba** will:

- (a) schedule surveys within such reasonable time period as may be determined taking into account the then current volume of survey work being done by **Manitoba**;
- (b) advise the Directors of the **Land Corporation** and **Norway House Cree Nation** of the date on which legal surveys will commence on each parcel of the **Permit and Fee Simple Lands** for which fee simple title has been requested; and
- (c) complete the surveys in accordance with the survey instructions in Schedule 4.5.

4.5.4 Production of Documents. Prior to transferring title pursuant to Article 4.5.5, **Manitoba** shall require production of:

- (a) a certified copy of the articles of incorporation of the **Land Corporation** consistent with the requirements of Article 4;
- (b) an executed Option Agreement in the form and content of Schedule 4.3;
- (c) an executed caveat giving notice of the Option Agreement; and
- (d) an executed Declaration and Acceptance of Trust in the form and content of Schedule 4.2.

4.5.5 Transfer of Title. Upon:

- (a) completion of the legal survey of a parcel of the **Permit and Fee Simple Lands**;
- (b) confirmation from **Norway House Cree Nation**, evidenced by **Council Resolution**, that such parcel conforms to this **Agreement**;
- (c) receipt of the documentation required under Article 4.5.4; and
- (d) where relevant, receipt of the **Montreal Point Easement Agreement** or **Sandy Bar Easement Agreement** required under Article 4.5.9, duly executed by the **Land Corporation**;

**Manitoba** will register, in the appropriate Land Titles office, a transfer of fee simple title in that parcel to the **Land Corporation** in series with a caveat giving notice of the Option Agreement and where relevant, a caveat giving notice of the applicable easements.

4.5.6 Waiver of Fees and Charges. **Manitoba** shall waive any fees or charges for the issuance and continuance of **Land Use Permits** granted or renewed under this Article for three (3) years from the **Date of this Agreement**. Any lands held under **Land Use Permit** by the **Land Corporation** at the expiry of that term may be subject to fees and charges due and payable to **Manitoba** in accordance with The Crown Lands Act (Manitoba).

4.5.7 Term of Provisions. Three (3) years after the **Date of this Agreement**, **Manitoba** may waive the fees or charges for **Land Use Permits** under Article 4.5.6; provided that if, at that time, **Canada** has not yet proclaimed the legislation contemplated in Article 4.5.1, the **Land Corporation** may request **Manitoba** replace some or all of the **Land Use Permits** with leases, to be issued to the **Land Corporation** in accordance with The Crown Lands Act (Manitoba). Upon the subsequent enactment and proclamation of the contemplated legislation, **Chief and Council** may request that the **Permit and Fee Simple Lands**, whether held under lease or **Land Use Permit**, be transferred to the **Land Corporation** in fee simple title, in accordance with Articles 4.5.4 and 4.5.5.

4.5.8 Water Body Boundaries. The water body boundary for the **Permit and Fee Simple Lands** shall be the **Ordinary High Water Mark**, except where the **Permit and Fee Simple Lands** are subject to water erosion and other hazards as defined in Regulation 184/94R under The Planning Act (Manitoba), in which case the water body boundary shall be a line, established by **Manitoba**, following consultation with **Chief and Council** on behalf of **Norway House Cree Nation**, and **Hydro**, based upon the reasonable criteria necessary for protection from such hazard or erosion, such determination to be made prior to the expiry of six (6) months from the scheduled commencement of each survey scheduled under Article 4.5.3(b).

4.5.9 Easements. Selection 4.12 at Sandy Bar will be transferred subject to the **Sandy Bar Easement** and Selection 4.11 at Montreal Point will be transferred subject to the **Montreal Point Easement**.

4.5.10 Release. **Norway House Cree Nation** releases and saves harmless **Manitoba** and **Hydro** from liability for damage to cabins or other structures owned by it or **Members** or third parties located on any portion of **Permit and Fee Simple Lands** which is to be subject to the **Montreal Point Easement** or the **Sandy Bar Easement**.

4.5.11 Reservations to Manitoba. **Manitoba** will reserve out of each parcel of **Permit and Fee Simple Lands**, those reservations contained in subsections 4(1)(b), (c), (d), (e) and (f) of The Crown Lands Act (Manitoba). The reservation contained in subsection 4(1)(a) of The Crown Lands Act (Manitoba) will not be reserved to **Manitoba**.

4.5.12 Costs of Surveys and Transfers. **Manitoba** shall complete all surveys, transfers and registrations of title for each parcel of the **Permit and Fee Simple Lands** which has been requested, including registration detail applications and forms of request, at no cost to **Norway House Cree**

**Nation**, the **Land Corporation** or **Canada**, including payments of any land transfer tax which may otherwise be payable. At the time of registration of title, registration detail applications, together with forms of request, shall be completed for filing in the appropriate land titles office requesting a separate duplicate title for each parcel for which fee simple title has been requested.

4.5.13 Costs Chargeable. Should the **Land Corporation** decline to accept fee simple title for any parcel after the commencement of the legal survey for such parcel, the cost of such survey and the registration of title, if incurred, plus other reasonable costs will be paid by **Norway House Cree Nation to Manitoba** on demand.

#### 4.6 GENERAL CONDITIONS

4.6.1 Expropriation. If any of the **Permit and Fee Simple Lands**, while under the ownership and control of the **Land Corporation** or another corporation wholly owned and controlled by **Norway House Cree Nation**, are expropriated under the legislative authority of **Manitoba**, the **Land Corporation** or such wholly owned and controlled corporation shall have the right, as part of the compensation for, but not as a condition of such expropriation, to acquire replacement lands within the **Norway House Resource Management Area**, subject to the agreement of **Manitoba** and **Chief and Council** on behalf of **Norway House Cree Nation**, in accordance with the provisions of The Crown Lands Act (Manitoba).

4.6.2 Merger. The covenants provided in this Article shall not merge with the transfer of the **Permit and Fee Simple Lands** to the **Land Corporation**.

## SCHEDULE 4.1

### PERMIT AND FEE SIMPLE LANDS

**Permit and Fee Simple Lands** shall consist of the lands shown on the plans attached to and forming part of Schedule 4.1 and/or the following boundary descriptions, less the exclusions noted:

#### PLANS

- 4.0 General Location Plan - Permit and Fee Simple Lands
- 4.1 Butterfly Lake
- 4.2 Lawford Lake
- 4.3 Opiminegoka Lake
- 4.4 Logan Lake
- 4.5 Robinson Portage
- 4.6 Robinson Lake
- 4.7 York River
- 4.8 Bolton Lake
- 4.9 Gunisao Lake
- 4.10 Lebrix Lake
- 4.11 Montreal Point
- 4.11B Exclusion For Gauging Station Montreal Point
- 4.12 Sandy Bar

#### DESCRIPTIONS

##### Site 4.1 - Butterfly Lake

The island in Butterfly Lake at the intersection of UTM 6° Grid Line 614750<sup>m</sup> E and UTM 6° Grid Line 6031550<sup>m</sup> N as same as shown on a plan of survey prepared by G.S. Hawryluk.

##### Site 4.2 - Lawford Lake

Parcel A, Plan 30180 P.L.T.O. in unsurveyed Tp. 64 - 6 EPM.

##### Site 4.3 - Opiminegoka Lake

Commencing at the intersection of UTM 6° Grid Line 307380<sup>m</sup> E Zone 15 and the **OHWM** of Opiminegoka Lake at approximate UTM 6° Grid Line 6052150<sup>m</sup> N, thence Southwesterly in a straight line at a UTM 6° Grid Bearing of 194° 37' to the first intersection with the **OHWM** of Opiminegoka Lake thence Northeasterly and Northwesterly along said **OHWM** to the point of commencement and as same as shown on a plan of survey prepared by G.S. Hawryluk.

##### Site 4.4 - Logan Lake

Parcel A in unsurveyed Tp. 63 - 9 EPM as same as shown on a plan of survey prepared by G.S. Hawryluk.

##### Site 4.5 - Robinson Portage

Parcels A and B in unsurveyed Tp. 62 - 8 EPM as same as shown on a plan of survey prepared by G.S. Hawryluk.

##### Site 4.6 - Robinson Lake

Parcel A in unsurveyed Tp. 62 - 8 EPM as same as shown on a plan of survey prepared by G.S. Hawryluk.

Site 4.7 - York River

Parcel A, Plan 29988 P.L.T.O. in unsurveyed Tp. 60 - 7 EPM.

Site 4.8 - Bolton Lake

The island in Bolton Lake at the intersection of UTM 6° Grid Line 325400<sup>m</sup> E and UTM 6° Grid Line 6017450<sup>m</sup> N as same as shown on a plan of survey prepared by G.S. Hawryluk.

Site 4.9 - Gunisao Lake

The islands in Gunisao Lake at the intersections of UTM 6° Grid Line 688000<sup>m</sup> E and UTM 6° Grid Line 5937000<sup>m</sup> N; UTM 6° Grid Line 687300<sup>m</sup> E and UTM 6° Grid Line 5936200<sup>m</sup> N; and UTM 6° Grid Line 687450<sup>m</sup> E and UTM 6° Grid Line 5935850<sup>m</sup> N.

Site 4.10 - Lebrix Lake

Parcels A and B, Plan 30190 P.L.T.O. in unsurveyed Tp. 55 - 3 EPM.

Site 4.11 - Montreal Point

Parcel A, Plan 30958 P.L.T.O. in unsurveyed Tp. 53 - 3 PM

Exclusion

The area shown on Plan 4.11B.

Easement

An easement in favour of **Manitoba** shall be granted to a **Setback Line** as shown on Plan 4.11A, Schedule 4.4 at or about the 220 metre (722.0 ft.) elevation contour referenced to **A.S.L.** Where the location of **Setback Lines** is based on erosion considerations, **Setback Lines** shall be a minimum of 30 m from the water's edge.

Reference points shall be 0.025 m x 0.025 m x 0.914 m iron posts set a minimum of 0.7 m in overburden or short iron rock posts established at distances greater than 100 m apart where possible.

Final field location of reference points defining the **Setback Lines** shall be approved by **Manitoba** as meeting technical requirements.

Site 4.12 - Sandy Bar

Commencing at the intersection of the Northern **OHWM** of Playgreen Lake with UTM 6° Grid Line 553000<sup>m</sup> E, thence Northerly along the last mentioned Grid Line to UTM 6° Grid Line 5982900<sup>m</sup> N, thence Westerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 551500<sup>m</sup> E, thence Southwesterly in a straight line at a UTM 6° Grid Bearing of 201° to the intersection with the said Northern **OHWM** of Playgreen Lake, thence Easterly along said Northern **OHWM** to the point of commencement.

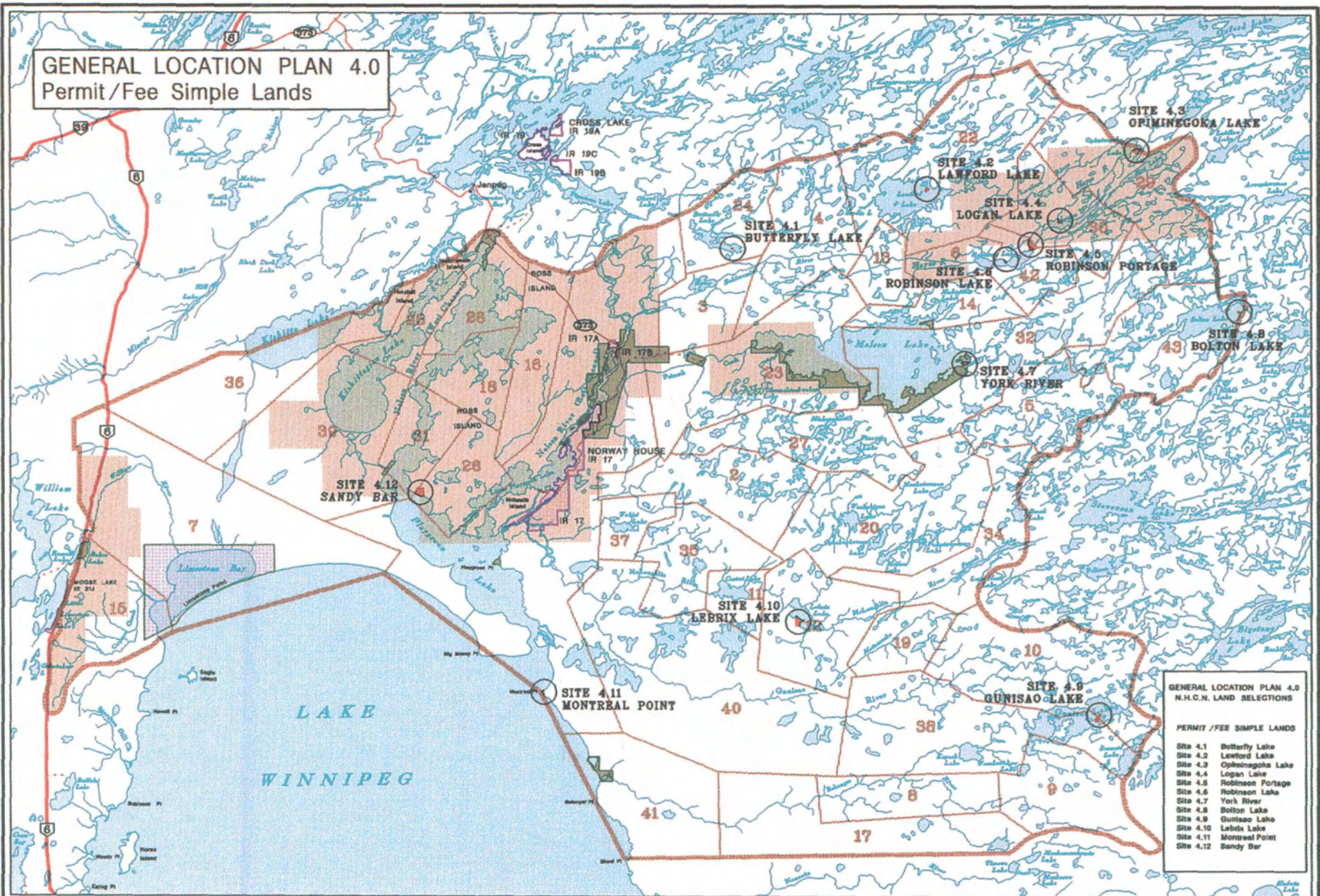
Easement

An easement in favour of **Hydro** and **Manitoba** shall be granted to a **Setback Line** as shown on Dwg. No. 00199-E-00438, Schedule 4.4 at or about the 219.7 m (719.5 ft.) elevation contour referenced to **A.S.L.** Where the location of **Setback Lines** is based on erosion considerations, **Setback Lines** shall be a minimum of 30 m from the water's edge.

Reference points shall be 0.025 m x 0.025 m x 0.914 m iron posts set a minimum of 0.7 m in overburden or short iron rock posts established at distances greater than 100 m apart where possible.

Final field location of reference points defining the **Setback Lines** shall be approved by **Manitoba** and **Hydro** as meeting technical requirements.

**GENERAL LOCATION PLAN 4.0**  
Permit/Fee Simple Lands



**GENERAL LOCATION PLAN 4.0**  
N.H.C.N. LAND SELECTIONS

**PERMIT / FEE SIMPLE LANDS**

- Site 4.1 Butterfly Lake
- Site 4.2 Lawford Lake
- Site 4.3 Opimisingoka Lake
- Site 4.4 Logan Lake
- Site 4.5 Robinson Portage
- Site 4.6 Robinson Lake
- Site 4.7 York River
- Site 4.8 Bolton Lake
- Site 4.9 Gunisao Lake
- Site 4.10 Lebrix Lake
- Site 4.11 Montreal Point
- Site 4.12 Sandy Bar

- Hold Areas
- Compensation Lands
- Planning Area
- Permit/Fee Simple Lands
- Existing Reserve Lands
- Registered Trap Lines

**NORWAY HOUSE CREE NATION**

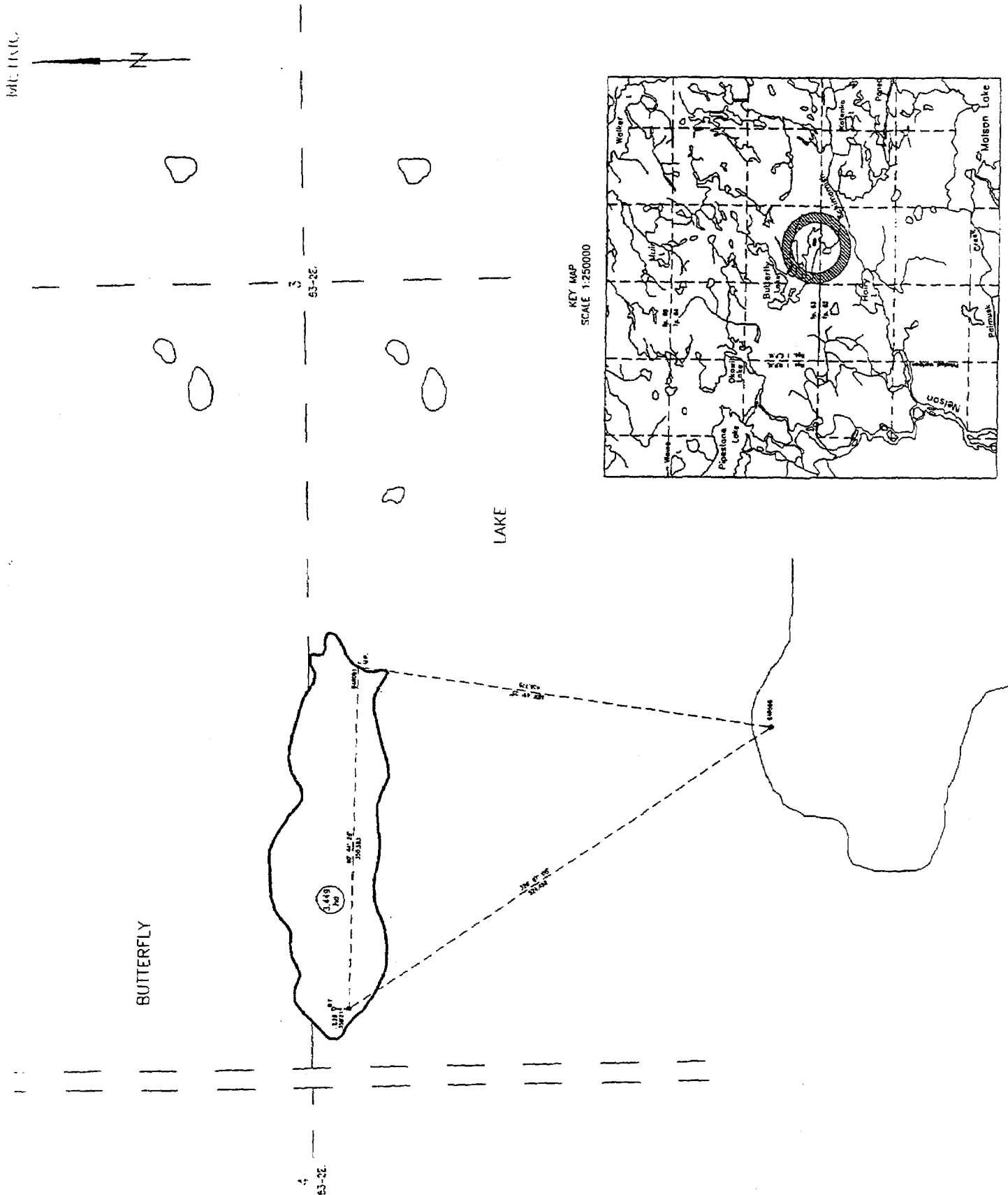
January 8, 1997

- Provincial Trunk Highways
- Provincial Roads
- Other Roads





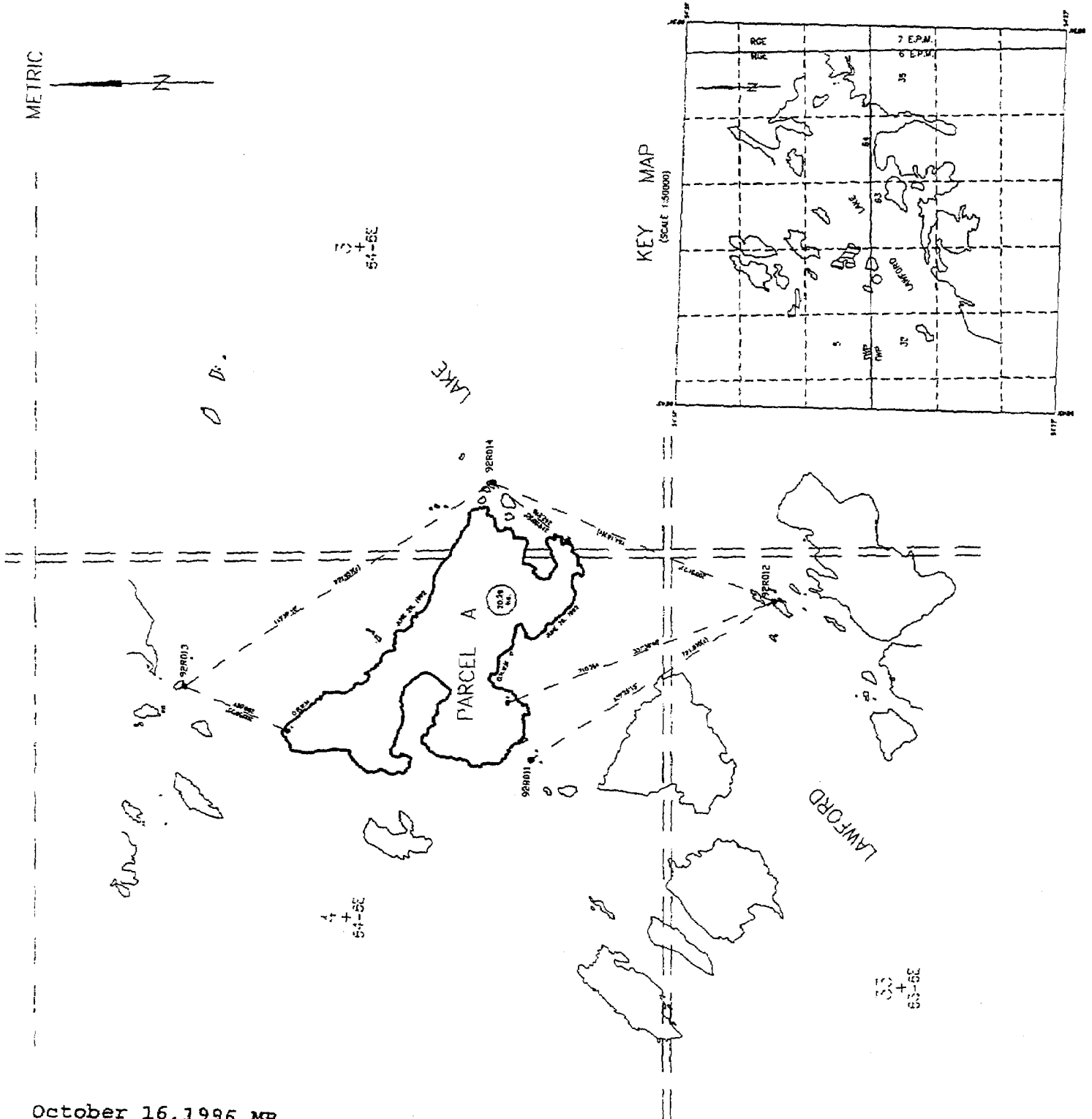
# SITE 4.1 BUTTERFLY LAKE



October 16, 1996 MB

PLAN 4.1

SITE 4.2  
LAWFORD LAKE

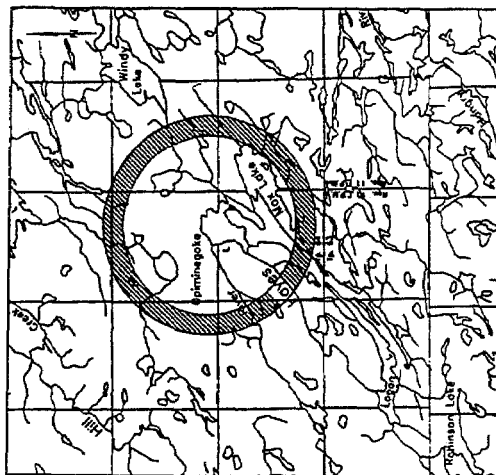
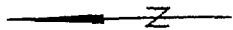


October 16, 1996 MB

PLAN 4.2

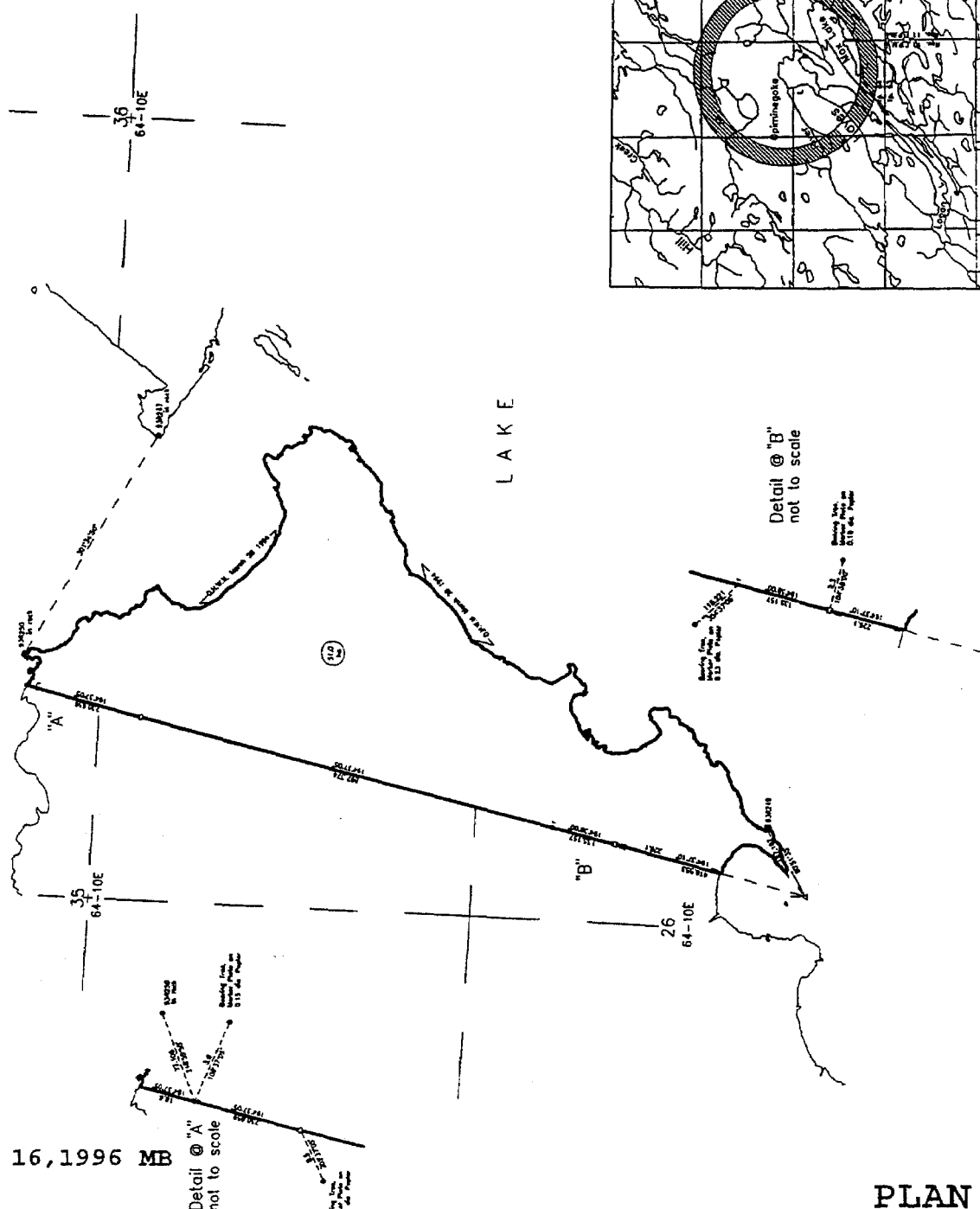
# SITE 4.3 OPIMINEGOKA LAKE

METRIC



OPIMINEGOKA

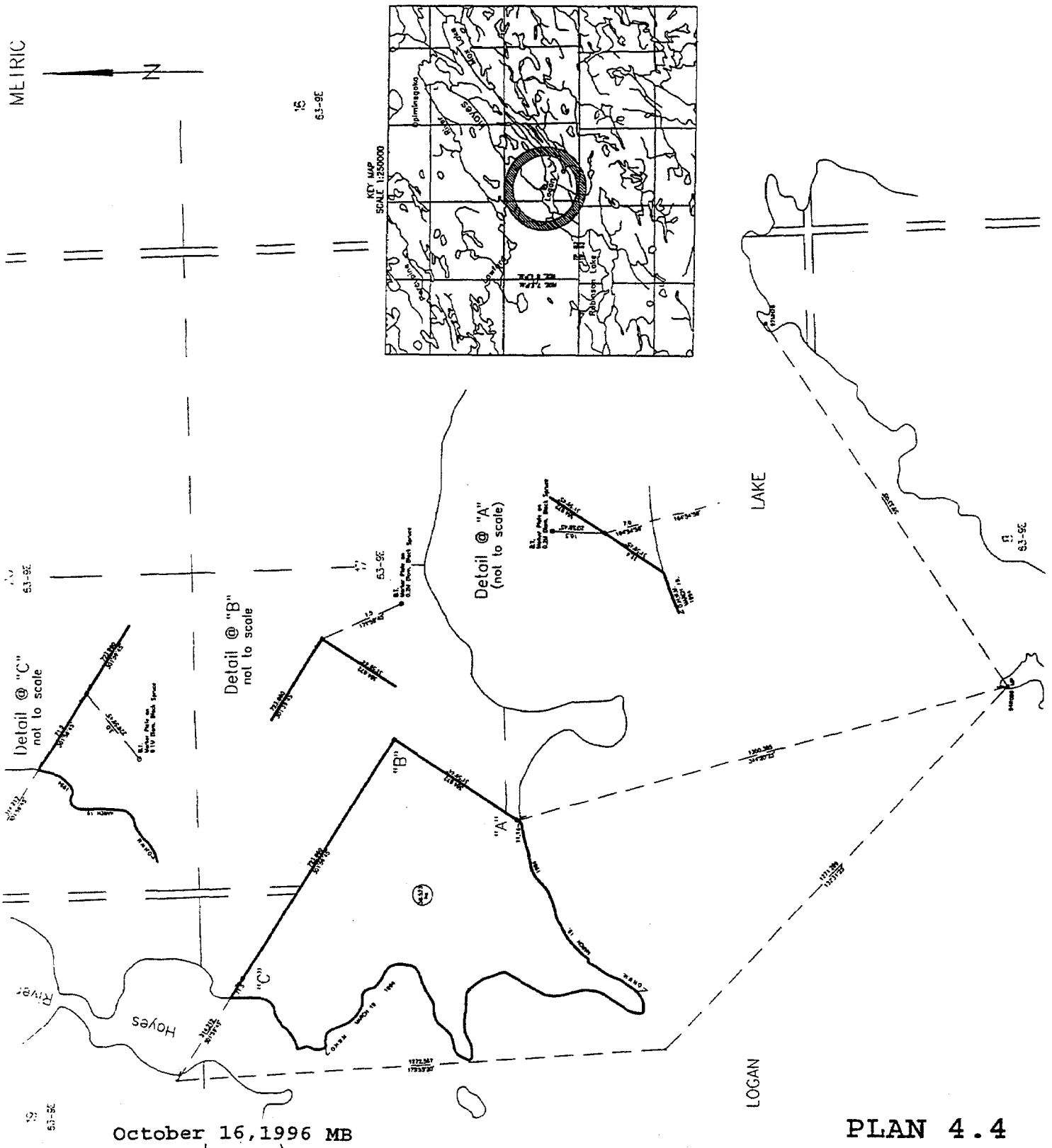
LAKE



October 16, 1996 MB

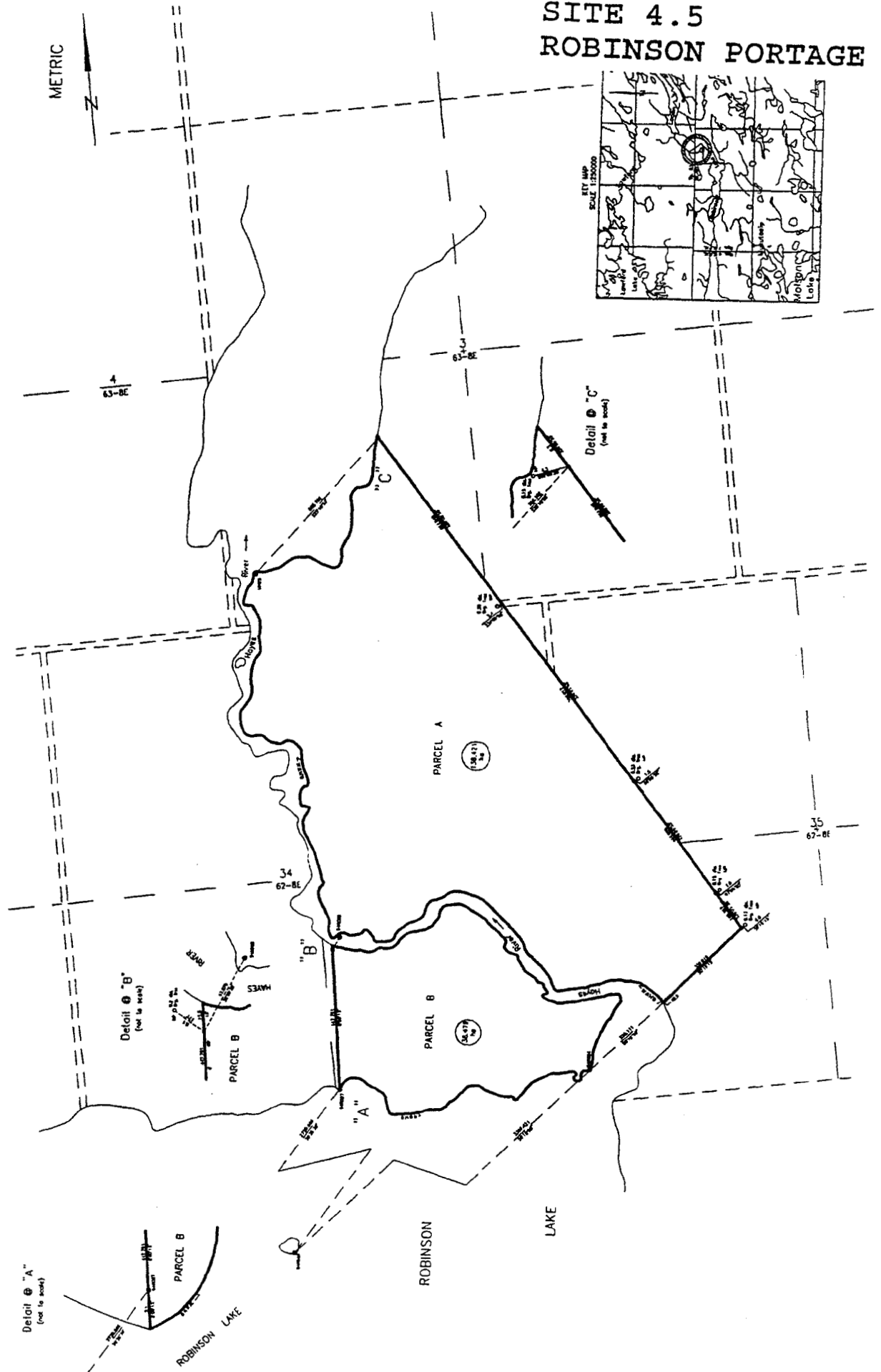
PLAN 4.3

SITE 4.4  
LOGAN LAKE



PLAN 4.4

# SITE 4.5 ROBINSON PORTAGE

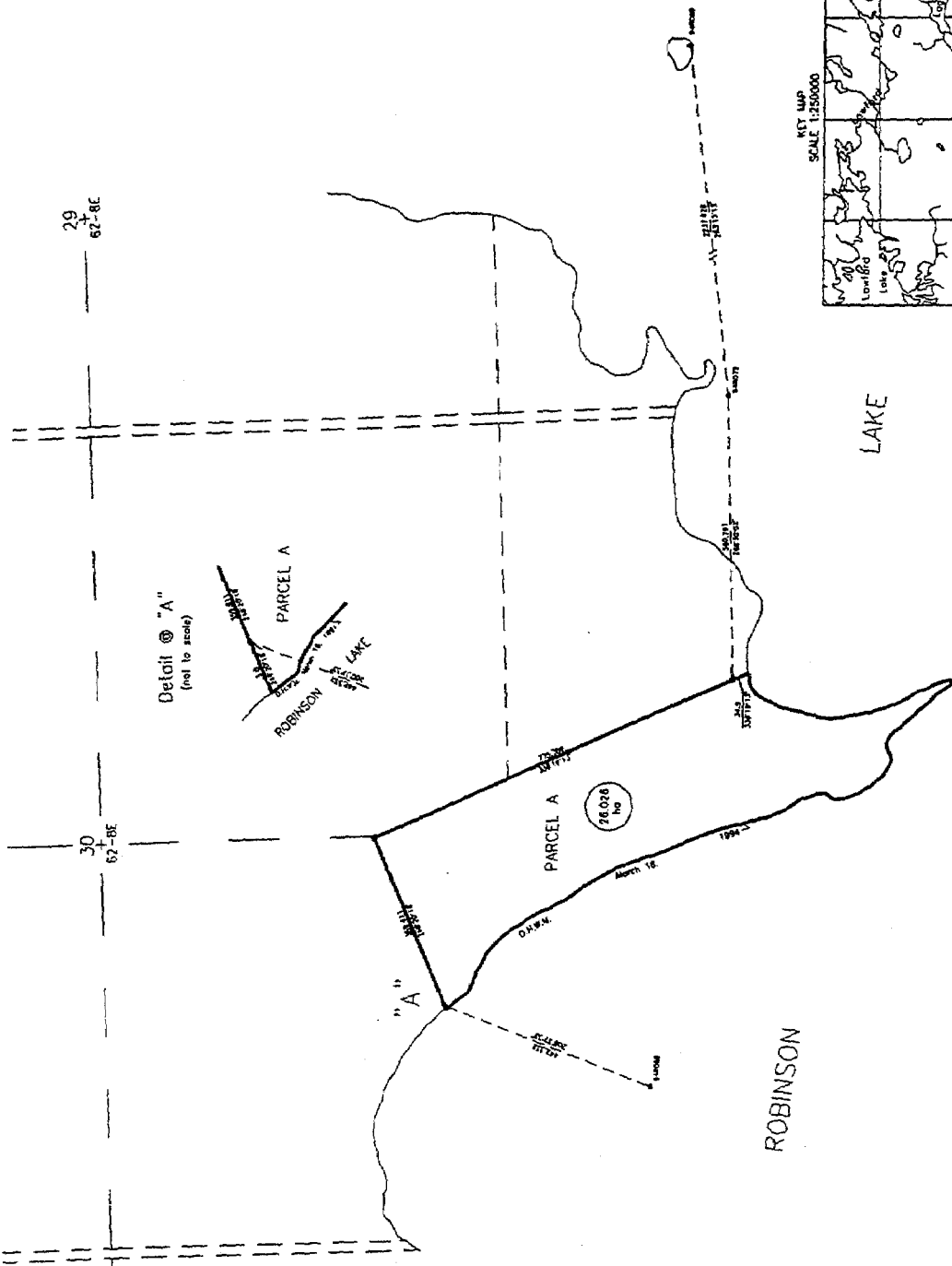
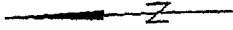


October 16, 1996 MB

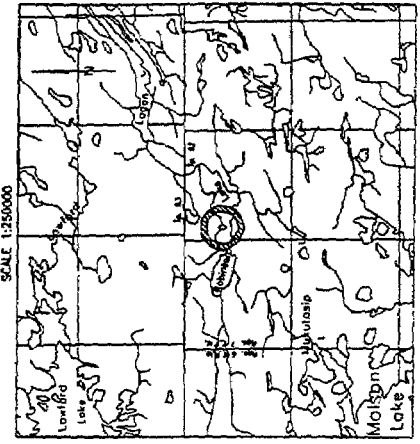
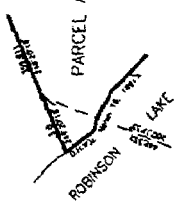
PLAN 4.5

SITE 4.6  
ROBINSON LAKE

METRIC



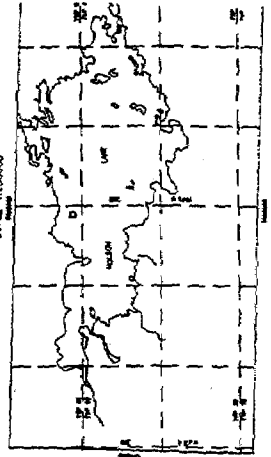
Detail @ "A"  
(not to scale)



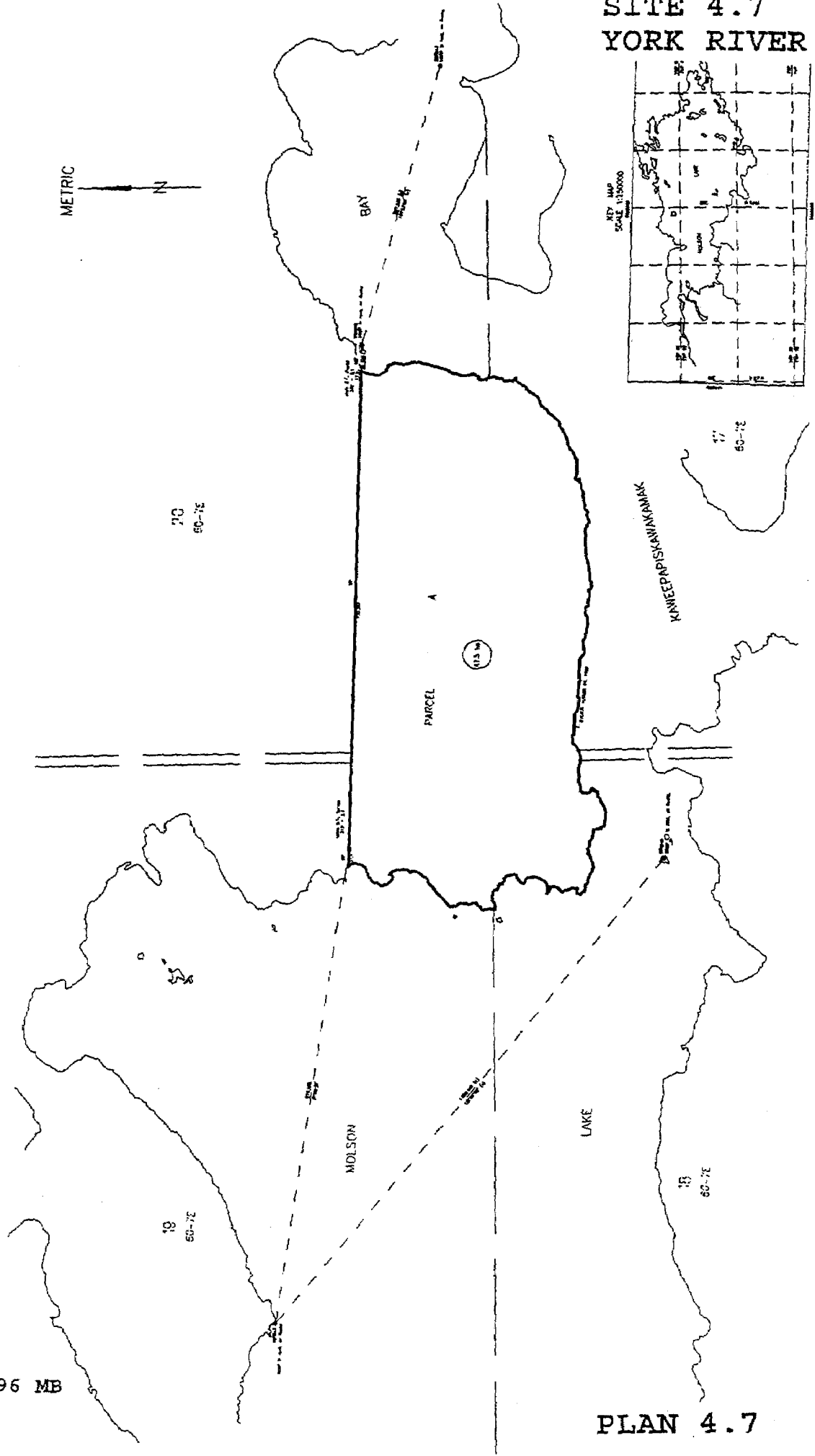
October 16, 1996 MB

PLAN 4.6

SITE 4.7  
YORK RIVER



METRIC  
N

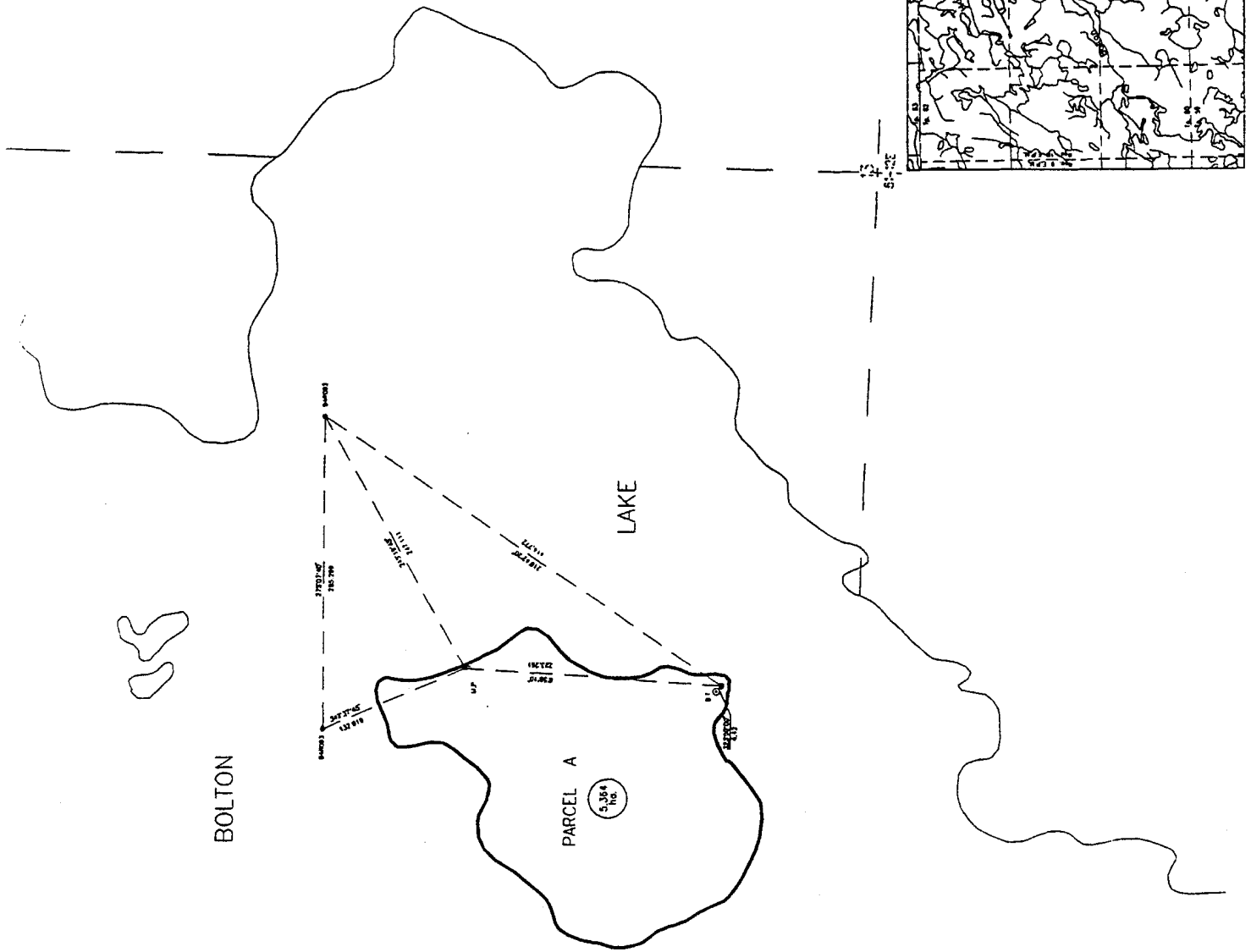
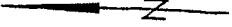


October 16, 1996 MB

PLAN 4.7

SITE 4.8  
BOLTON LAKE

METRIC



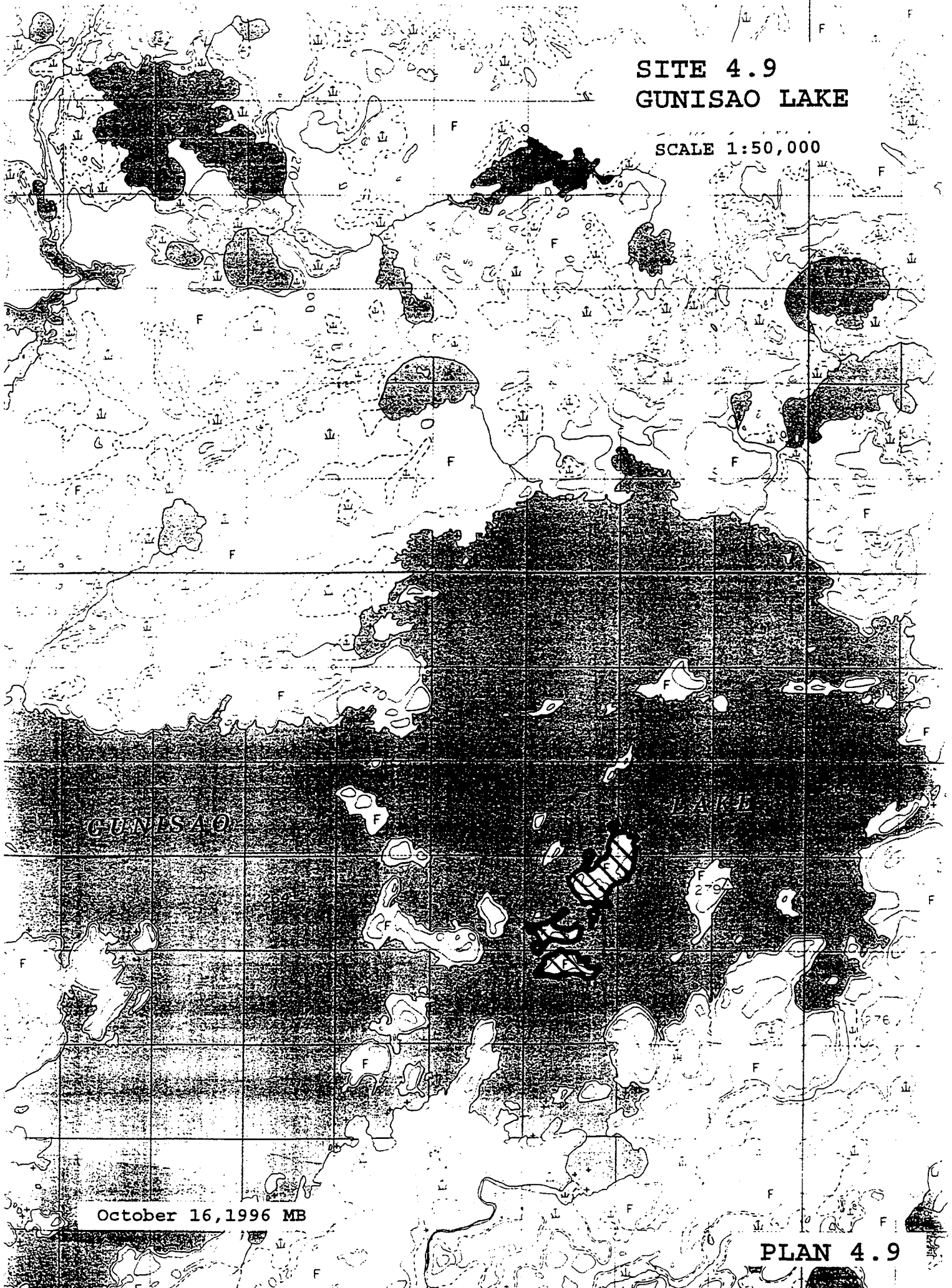
October 16, 1996 MB

PLAN 4.8



**SITE 4.9  
GUNISAO LAKE**

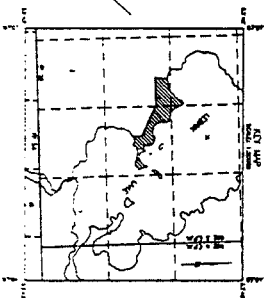
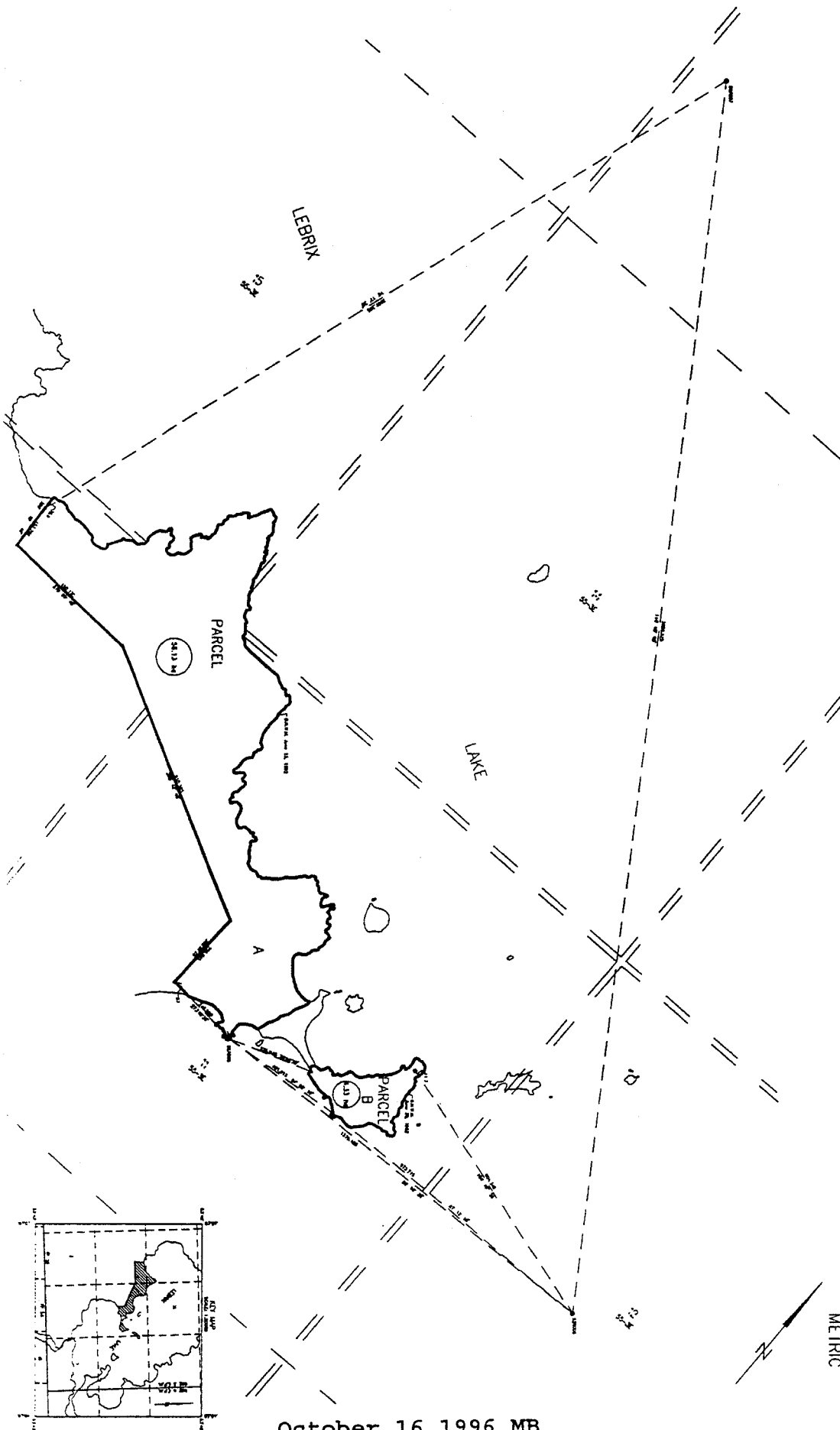
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October 16, 1996 MB

**PLAN 4.9**

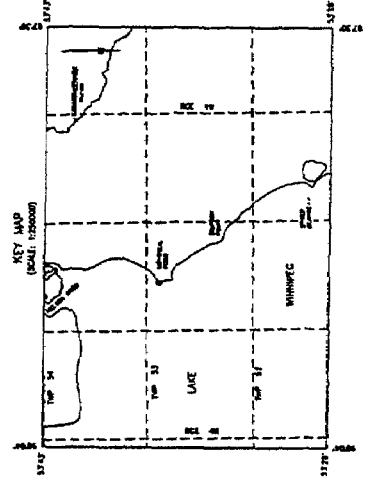
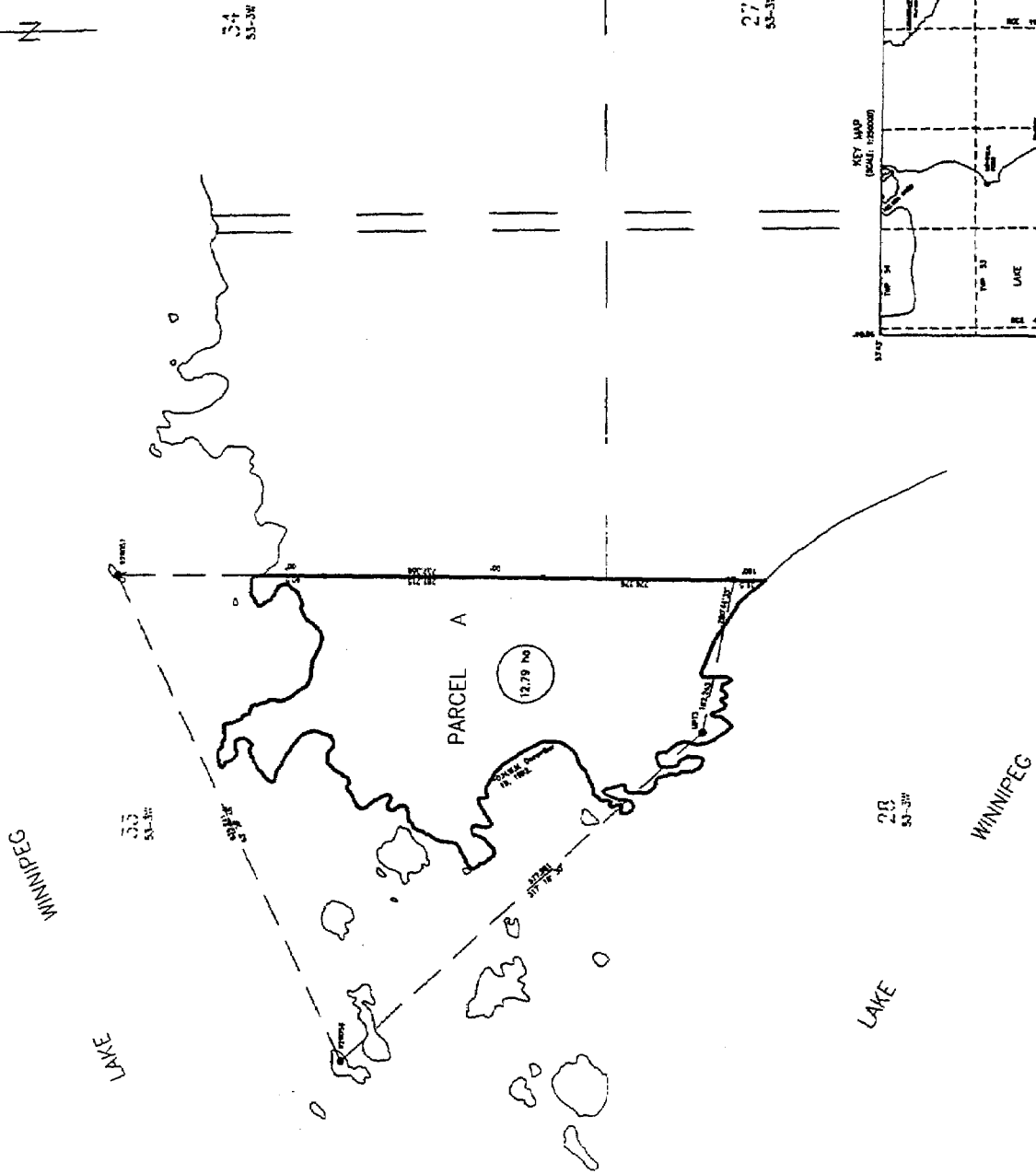
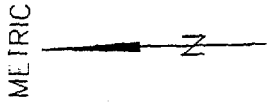
SITE 4.10  
LEBRIX LAKE



October 16, 1996 MB

PLAN 4.10

SITE 4.11  
MONTREAL POINT



October 16, 1996 MB

PLAN 4.11

PROVINCE OF MANITOBA  
 LAND INFORMATION CENTRE  
 SURVEY SERVICES  
 1007 CENTURY STREET  
 WINNIPEG MB.



NORTHERN FLOOD AGREEMENT  
 NORWAY HOUSE CREE NATION  
 FEE SIMPLE LANDS  
 SITE 4.11

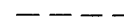
EXCLUSIONS FOR GAUGING STATION

LEGEND

GAUGING STATION SITE



PROPOSED SETBACK LINE



(TO BE RETAINED BY THE CROWN FOR  
 PUBLIC PURPOSES)

PLAN No. 4.11B Attached to and forming part of the  
 Agreement dated \_\_\_\_\_ among Canada,  
 Manitoba, Norway House and Hydro.

NOTES:

COORDINATES REFER TO NORTH AMERICAN DATUM 1983

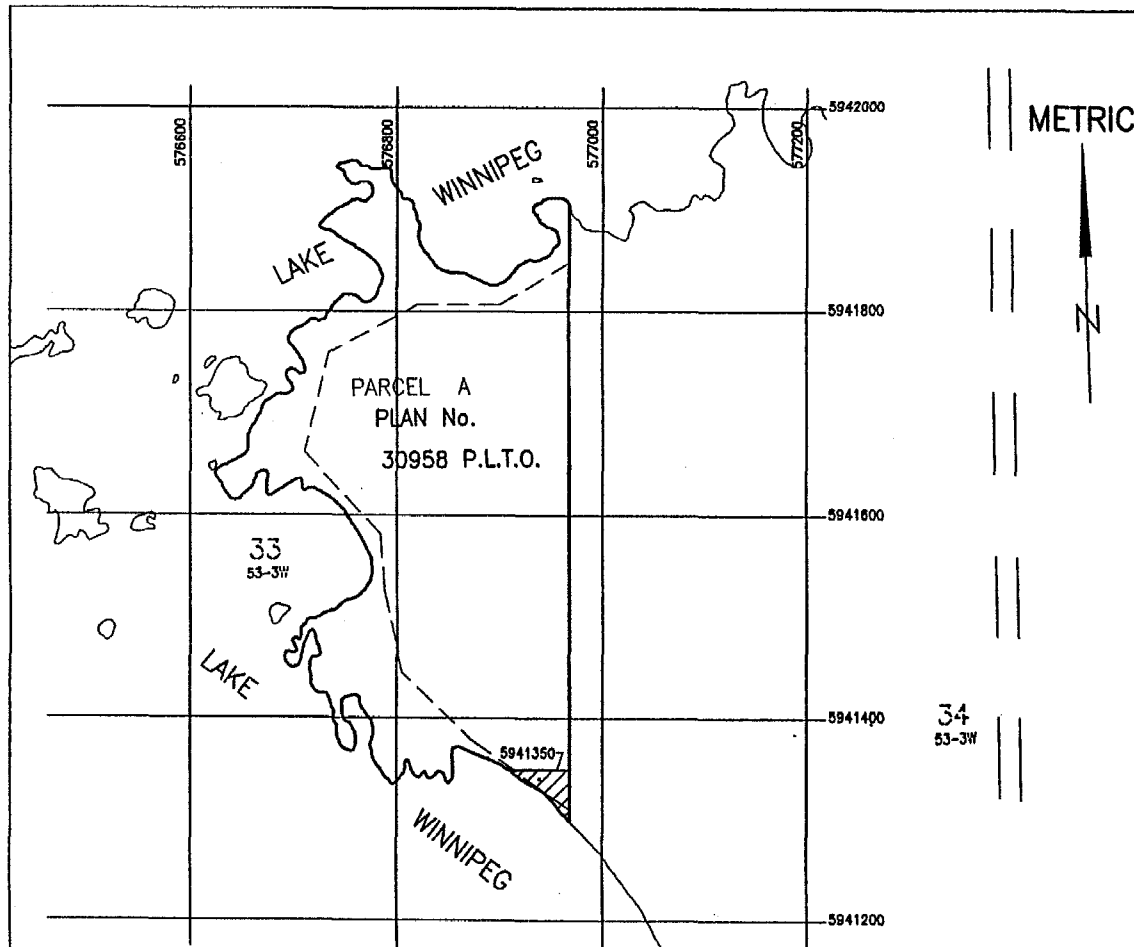
THIS PLAN IS FOR INFORMATION ONLY AND IS NOT TO SCALE

SHORE LINES SHOWN ARE APPROXIMATE LOCATION TAKEN FROM  
 TOPO MAPS

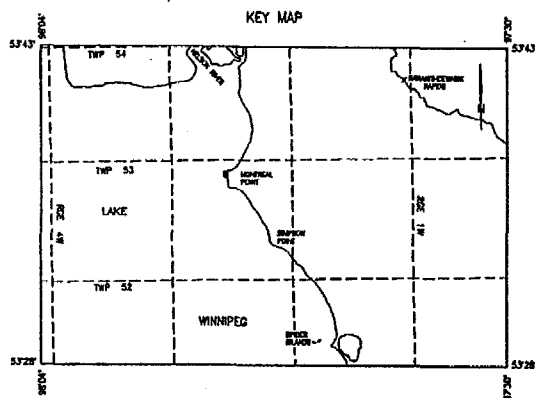
DATE DRAWN  
 FEBRUARY 6, 1997 MB

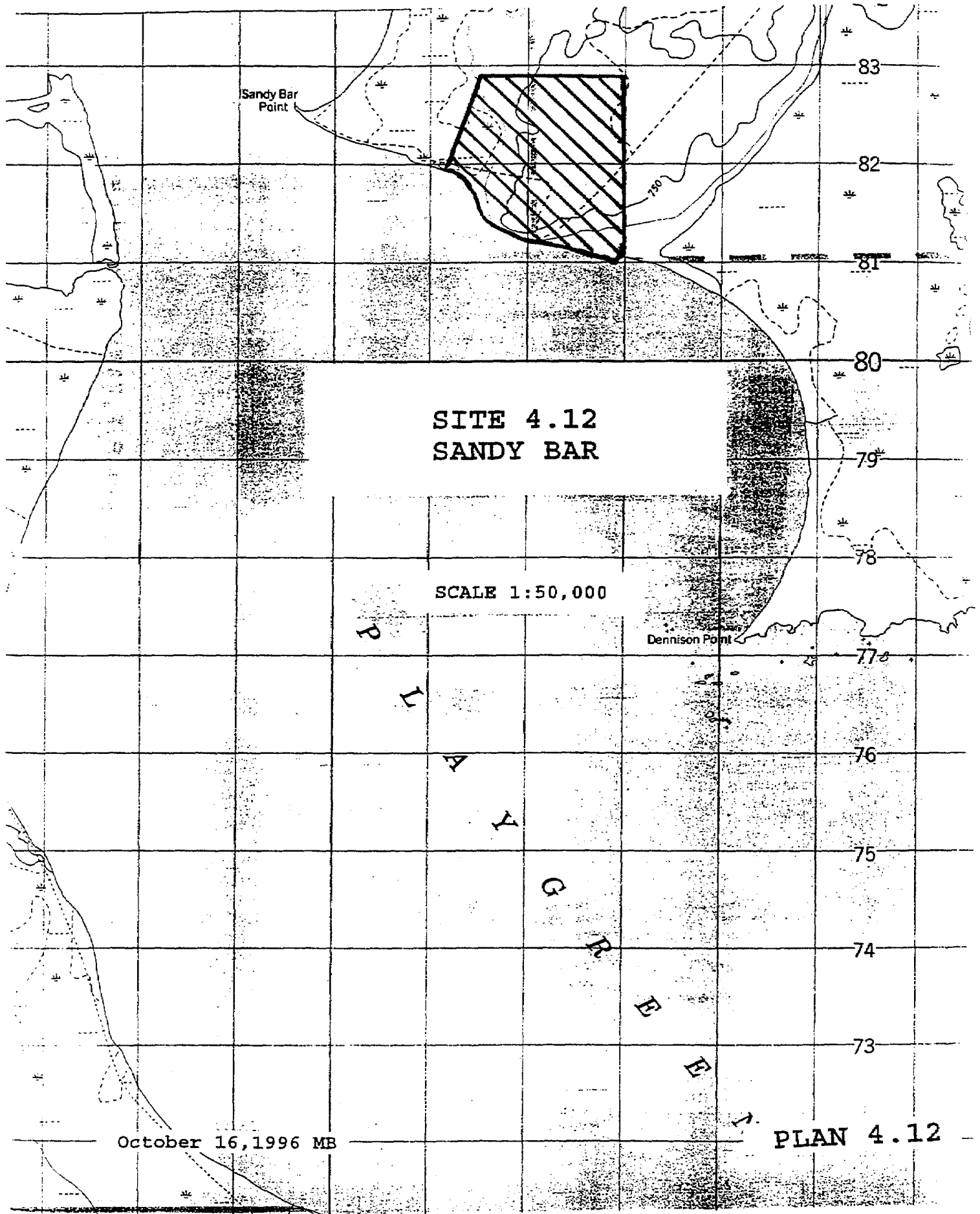
File No. 508\_95(4)

PLAN No. 4.11B



34  
 53-3W





Sandy Bar Point

SITE 4.12  
SANDY BAR

SCALE 1:50,000

Dennison Point

P  
L  
A  
N  
N  
E  
D

October 16, 1996 MB

PLAN 4.12

**SCHEDULE 4.2**

**DECLARATION AND ACCEPTANCE OF TRUST**

1. Words used in this Declaration and Acceptance of Trust which are in bold type face and capitalized are defined terms and shall have the meaning ascribed to them in the **Indenture**.
2. TD Trust Company, as the **Corporate Trustee** of the Keenanow Trust hereby acknowledges and irrevocably declares that the one (1) common share of the capital stock of the **Land Corporation** now registered in its name is held by it as the **Corporate Trustee** of the Keenanow Trust for and as the nominee of **Norway House Cree Nation**.
3. The **Corporate Trustee** acknowledges and declares, as the nominal owner and trustee of such share, that it shall not buy, sell, transfer, lease, mortgage, pledge, hypothecate, lien, charge, alienate, grant a right of first refusal or option to purchase or otherwise deal with or encumber ( "Transaction") the share of the **Land Corporation** unless and until the Transaction has been approved under the **Community Approval Process**.
4. The **Corporate Trustee** further acknowledges and irrevocably declares that in addition to the foregoing, it shall not vote such share to alter the share structure, amend the Articles of Incorporation, or to voluntarily wind up the **Land Corporation** except with approval obtained through the **Community Approval Process**.
5. The **Corporate Trustee** further acknowledges and irrevocably declares that upon its ceasing to act as **Corporate Trustee** such share shall be transferred immediately to the successor **Corporate Trustee** and for that purpose, concurrently with the execution of this Declaration of Trust, it agrees to endorse the share certificate to facilitate such transfer of the share.

DATED at \_\_\_\_\_, Manitoba this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED  
in the presence of:

\_\_\_\_\_

### SCHEDULE 4.3

#### OPTION AGREEMENT

1. Words used in this Option Agreement which are in bold type face and capitalized are defined terms and shall have the meaning ascribed to them in the **Indenture**.
2. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the **Land Corporation** hereby grants to the **Trustees**, an irrevocable and fully assignable option to acquire title to those parcels of land more particularly described in Schedule "A", and hereby deposits with the **Trustees** all duplicate certificates of title with respect to those parcels of land. Notice of this option may be filed by way of a caveat.
3. The option granted herein is unlimited as to time and subject to the provisions hereinafter set forth may be exercised or assigned at any time, and from time to time, in respect of one or more such parcels.
4. The option is granted to secure the obligation of the **Land Corporation** not to buy, sell, transfer, lease, mortgage, pledge, hypothecate, lien, charge, alienate, grant a right of first refusal or option to purchase or otherwise deal with or encumber ("Transaction") all or any of the parcels of land described in Schedule "A" unless and until the Transaction has been approved under the **Community Approval Process**.
5. Notwithstanding the provisions of paragraph 4 of this Option Agreement, where:
  - (a) no party to a Transaction, other than the **Land Corporation**, is a **Member or Community Organization**; and
  - (b) in the written opinion of the Directors of the **Land Corporation**, supported by the written approval of **Chief and Council**, disclosure at a **Meeting of Members** as part of obtaining approval under the **Community Approval Process** would affect a third party involved in a Transaction so that such third party might reasonably be expected:
    - (i) not to proceed with the Transaction, or
    - (ii) to proceed only at a price or on terms less favourable to the **Land Corporation**; and
  - (c) such Transaction is determined by the Directors of the **Land Corporation** to be for the benefit of the **Land Corporation**;
  - (d) **Chief and Council** are of the opinion that such Transaction would be for the benefit of **Norway House Cree Nation** and so advise the Directors of the **Land Corporation** and **Trustees** in writing; and
  - (e) the **Trustees** do not consider the opinions of the Directors and **Chief and Council** referred to in paragraph 5(b) of this option agreement to be unreasonable and have so advised the Directors and **Chief and Council** in writing;the **Land Corporation** may enter into the Transaction without disclosure or approval under the **Community Approval Process**.
6. Upon the **Trustees** receiving:
  - (a) a **Council Resolution** certifying that a Transaction was authorized and approved by the **Community Approval Process**; or
  - (b) the written opinions referred to in paragraphs 5(b) and (d) of this Option Agreement

and a **Council Resolution** certifying that the Directors have entered into the Transaction in compliance with Article 4.3.3 of the **Agreement**;

the **Trustees** shall:

- (c) withdraw the caveat which gives notice of this Option Agreement in regard to the parcel subject to the Transaction; and
- (d) provide to the **Land Corporation** the documents in their possession necessary to complete such Transaction.

7. Where the Transaction:

- (a) does not close for any reason, the **Land Corporation** shall promptly return all documents provided by the **Trustees** under Article 4.3.4;
- (b) results in the disposition of only a portion of the lands described in the relevant duplicate certificate of title then, following closing of such Transaction, the **Land Corporation** shall return to the **Corporate Trustee** the resulting duplicate certificate of title and a revised option for the balance of the lands;

and the **Corporate Trustee** shall thereupon file a caveat giving notice of the option.

IN WITNESS WHEREOF **LAND CORPORATION** has caused its corporate seal to be affixed hereto, duly attested thereto by its proper officers in that behalf this\_\_ day of \_\_, \_\_.

**LAND CORPORATION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

IN WITNESS WHEREOF the TRUSTEES have executed this agreement in the manner appropriate to each this\_\_ day of \_\_, \_\_.

TD TRUST COMPANY

Per: \_\_\_\_\_

Per: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
in the presence of:

NORWAY HOUSE TRUSTEES

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



## SCHEDULE "A" TO THE OPTION AGREEMENT

The duplicate certificates of title for the following parcels of land to be deposited with the **Corporate Trustee** under the Option Agreement are:

### Site 4.1 - Butterfly Lake

The island in Butterfly Lake at the intersection of UTM 6° Grid Line 614750<sup>m</sup> E and UTM 6° Grid Line 6031550<sup>m</sup> N as same as shown on a plan of survey prepared by G.S. Hawryluk;

### Site 4.2 - Lawford Lake

Parcel A, Plan 30180 P.L.T.O. in unsurveyed Tp. 64 - 6 EPM;

### Site 4.3 - Opiminegoka Lake

Commencing at the intersection of UTM 6° Grid Line 307380<sup>m</sup> E Zone 15 and the **OHWM** of Opiminegoka Lake at approximate UTM 6° Grid Line 6052150<sup>m</sup> N, thence Southwesterly in a straight line at a UTM 6° Grid Bearing of 194° 37' to the first intersection with the **OHWM** of Opiminegoka Lake thence Northeasterly and Northwesterly along said **OHWM** to the point of commencement and as same as shown on a plan of survey prepared by G.S. Hawryluk;

### Site 4.4 - Logan Lake

Parcel A in unsurveyed Tp. 63 - 9 EPM as same as shown on a plan of survey prepared by G.S. Hawryluk;

### Site 4.5 - Robinson Portage

Parcels A and B in unsurveyed Tp. 62 - 8 EPM as same as shown on a plan of survey prepared by G.S. Hawryluk;

### Site 4.6 - Robinson Lake

Parcel A in unsurveyed Tp. 62 - 8 EPM as same as shown on a plan of survey prepared by G.S. Hawryluk;

### Site 4.7 - York River

Parcel A, Plan 29988 P.L.T.O. in unsurveyed Tp. 60 - 7 EPM;

### Site 4.8 - Bolton Lake

The island in Bolton Lake at the intersection of UTM 6° Grid Line 325400<sup>m</sup> E and UTM 6° Grid Line 6017450<sup>m</sup> N as same as shown on a plan of survey prepared by G.S. Hawryluk;

### Site 4.9 - Gunisao Lake

The islands in Gunisao Lake at the intersections of UTM 6° Grid Line 688000<sup>m</sup> E and UTM 6° Grid Line 5937000<sup>m</sup> N; UTM 6° Grid Line 687300<sup>m</sup> E and UTM 6° Grid Line 5936200<sup>m</sup> N; and UTM 6° Grid Line 687450<sup>m</sup> E and UTM 6° Grid Line 5935850<sup>m</sup> N;

Site 4.10 - Lebrix Lake

Parcels A and B, Plan 30190 P.L.T.O. in unsurveyed Tp. 55 - 3 EPM;

Site 4.11 - Montreal Point

Parcel A, Plan 30958 P.L.T.O. in unsurveyed Tp. 53 - 3 WPM;

Site 4.12 - Sandy Bar

Commencing at the intersection of the Northern **OHWM** of Playgreen Lake with UTM 6° Grid Line 553000<sup>m</sup> E, thence Northerly along the last mentioned Grid Line to UTM 6° Grid Line 5982900<sup>m</sup> N, thence Westerly along the last mentioned Grid Line to the intersection with UTM 6° Grid Line 551500<sup>m</sup> E, thence Southwesterly in a straight line at a UTM 6° Grid Bearing of 201° to the intersection with the said Northern **OHWM** of Playgreen Lake, thence Easterly along said Northern **OHWM** to the point of commencement; and

Replacement Land

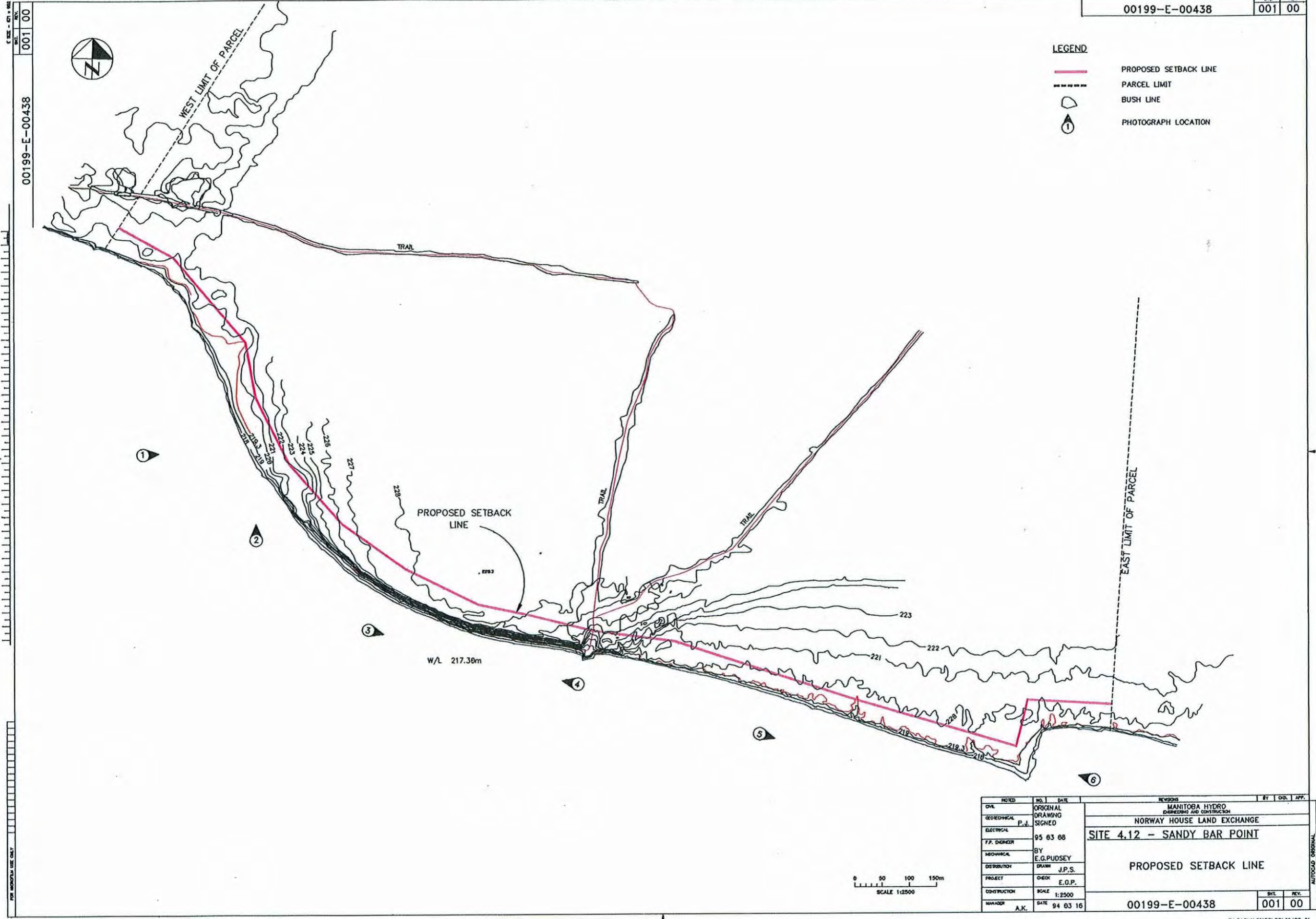
Any lands transferred to the **Land Corporation** pursuant to Article 3.5.5(c).

## **SCHEDULE 4.4**

### **SANDY BAR AND MONTREAL POINT EASEMENT SETBACK LINE**

1. Proposed Setback Line Site 4.12 - Sandy Bar Point  
- Drawing No. 00199-E-00438
2. Proposed Setback Line Site 4.11 - Montreal Point  
- Plan 4.11A

- LEGEND**
- PROPOSED SETBACK LINE
  - PARCEL LIMIT
  - BUSH LINE
  - ① PHOTOGRAPH LOCATION



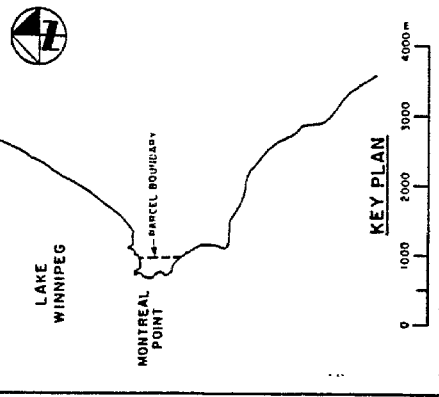
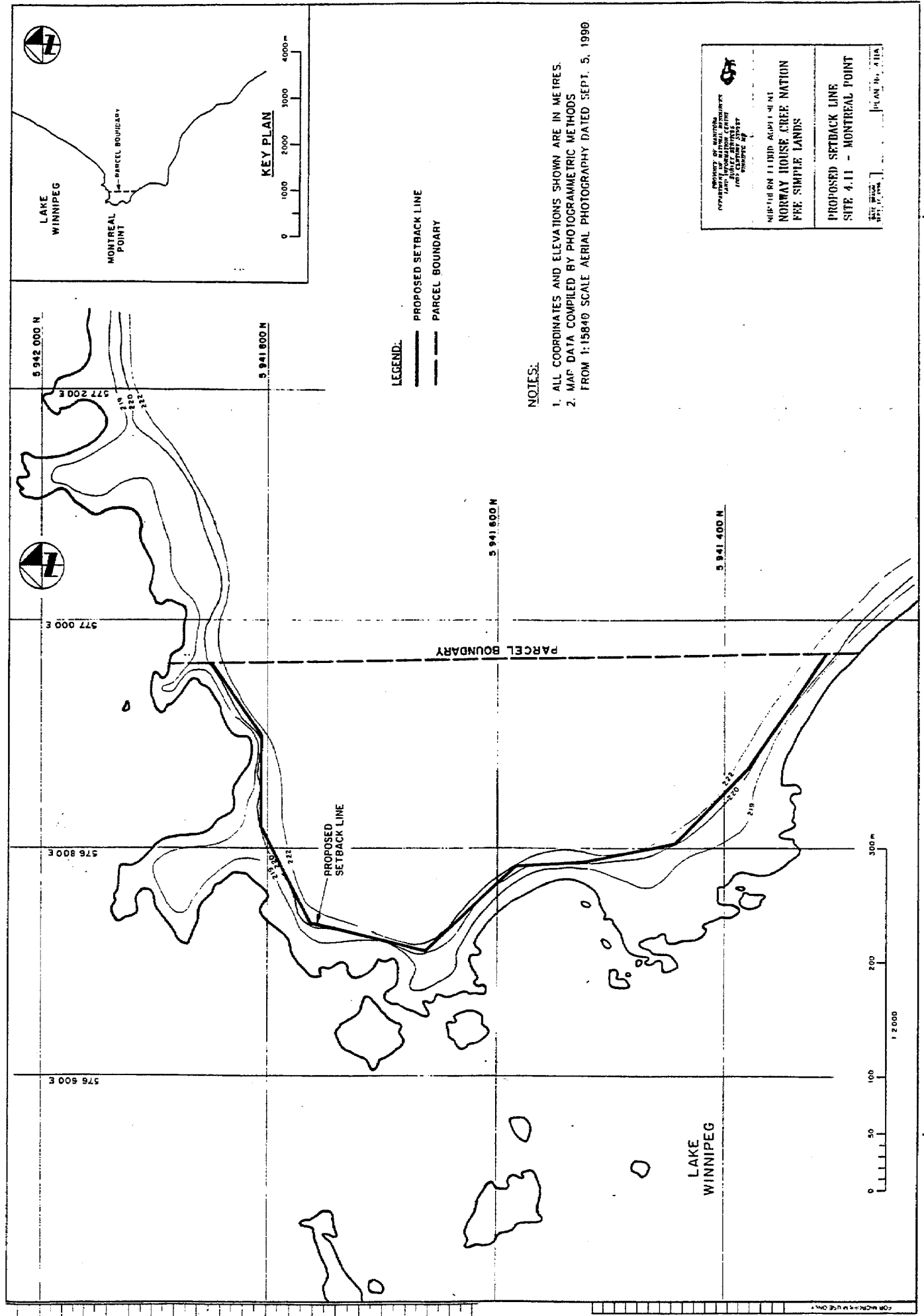
PROJECT	NO.	DATE	REVISIONS	BY	CHK.	APP.
CIVIL			MAHITOBA HYDRO			
GEOTECHNICAL			ENGINEERING AND CONSTRUCTION			
ELECTRICAL	P.J.		NORWAY HOUSE LAND EXCHANGE			
METHEORICAL			SITE 4.12 - SANDY BAR POINT			
DISTRIBUTION			PROPOSED SETBACK LINE			
PROJECT	BY	DATE				
CONSTRUCTION	E.G.PUDSEY	95 03 08				
MANAGER	J.P.S.					
	E.G.P.					
	SCALE	1:2500				
	DATE	94 03 16				
			00199-E-00438	001	00	

0 50 100 150m  
SCALE 1:2500

00199-E-00438

FOR MICROFILM USE ONLY

AUTOCAD ORIGINAL




**LEGEND:**

—— PROPOSED SETBACK LINE

- - - - PARCEL BOUNDARY

**NOTES:**

1. ALL COORDINATES AND ELEVATIONS SHOWN ARE IN METRES.
2. MAP DATA COMPILED BY PHOTOCGRAMMETRIC METHODS FROM 1:15840 SCALE AERIAL PHOTOGRAPHY DATED SEPT. 5, 1990.

 GOVERNMENT OF MANITOBA DEPARTMENT OF LANDS AND FORESTRY LAND INFORMATION CENTRE 1000 CLAYTON STREET WINNIPEG, MANITOBA R2X 1S6	MONTREAL POINT NORWAY HOUSE CREEK NATION FREE SIMPLE LANDS PROPOSED SETBACK LINE SITE 4.11 - MONTREAL POINT PLAN No. 411A
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**SCHEDULE 4.5**

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**SCHEDULE 4.5**

**SANDY BAR EASEMENT AGREEMENT**

THIS AGREEMENT made the       day of       , . . .

AMONG:

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

OF THE FIRST PART,

THE NORWAY HOUSE LAND CORPORATION  
(hereinafter referred to as "**Norway House Land Corporation**"),

OF THE SECOND PART,

THE MANITOBA HYDRO-ELECTRIC BOARD,  
(hereinafter referred to as "**Hydro**"),

OF THE THIRD PART.

WHEREAS a Master Implementation Agreement (**Agreement**) dated       , 1997,  
was entered into amongst **Manitoba**, Norway House Cree Nation, **Hydro** and Canada.

AND WHEREAS under the **Agreement**, **Manitoba** agreed to transfer to the **Norway House Land Corporation** certain lands in fee simple title (**Permit and Fee Simple Lands**) subject to an easement permitting, among other things, inundation and storage of water above the Ordinary High Water Mark (OHWM) for the purposes of **Hydro** and **Manitoba**.

AND WHEREAS the Minister of Northern Affairs, Manitoba, has been authorized to enter into this easement agreement on behalf of **Manitoba**.

AND WHEREAS the appropriate officers of **Hydro** have been authorized by the Manitoba Hydro-Electric Board to enter into this easement agreement on behalf of **Hydro**.

AND WHEREAS the appropriate officers of the **Norway House Land Corporation** have been authorized by their board of directors to enter into this easement agreement on behalf of **Norway House Land Corporation**.

NOW THEREFORE, the **Parties** agree as follows:

1.0 **DEFINITIONS**

In this **Sandy Bar Easement Agreement**:

1.1 **Agreement** means the agreement dated [date of the Agreement] among Norway House Cree Nation, **Manitoba**, **Hydro** and Canada.

1.2 **Existing Development** means all those physical works related to hydro-electric development on the Churchill, Nelson, Rat and Burntwood River Systems and the development of the Lake Winnipeg Regulation System north of the 53rd parallel, to the extent such works have been physically developed and constructed by or on behalf of **Hydro** to the **Date of this Agreement**; and, without limiting the generality of the foregoing, includes all dams, dikes, channels, control structures, excavations, generating stations, roads, transmission lines and other works forming part of, or related to, all aspects of such hydro-electric development including

- Lake Winnipeg Regulation,
- Churchill River Diversion, including without limitation the Notigi and Missi control structures,
- Grand Rapids Generating Station,
- Laurie River Generating Station,
- Kelsey Generating Station,
- Kettle Generating Station,
- Long Spruce Generating Station,
- Limestone Generating Station,

and the access road and other physical construction with respect to the proposed Conawapa Generating Station.

1.3 **Gauging Station** means a location and facility where systematic records of water levels are obtained or **Flows** are monitored.

1.4 **Grantees** means **Manitoba** and **Hydro**.

1.5 **Grantor** means **Norway House Land Corporation**.

1.6 **Hydro** means the Manitoba Hydro-Electric Board.

1.7 **Manitoba** means Her Majesty the Queen in Right of the Province of Manitoba who, for the purposes of this **Sandy Bar Easement Agreement**, is represented by the Minister of Northern Affairs.

1.8 **Norway House Land Corporation** means the **Land Corporation** established pursuant to Article 4 of the **Agreement**.

1.9 **Party** means any of **Manitoba**, **Norway House Land Corporation** and **Hydro**.

1.10 **Permit and Fee Simple Lands** means the lands set forth in Schedule 4.1 of the **Agreement** and any lands transferred pursuant to Article 3.5.5(c) of the **Agreement**.

1.11 **Project** means and includes all **Existing Development** and all future hydro-electric development or redevelopment by **Hydro** on the Churchill, Nelson, Rat and Burntwood River Systems and includes all development or redevelopment by **Hydro** of the Lake Winnipeg Regulation System



north of the 53rd (fifty-third) parallel.

1.12 **Sandy Bar Easement** means the interest in land granted in this **Sandy Bar Easement Agreement**.

1.13 **Sandy Bar Easement Agreement** means this easement agreement.

1.14 **Sandy Bar Easement Lands** means the lands which are subject to the **Sandy Bar Easement**.

1.15 **Setback Line** means the line marking the inland boundary of the lands described in Article 2.1

## 2.0 LANDS SUBJECT TO SANDY BAR EASEMENT

2.1 The **Grantor** shall and does hereby grant to the **Grantees** the right, privilege and easement in accordance with the terms and conditions in this **Sandy Bar Easement Agreement** with respect to all the lands described as:

**(Legal Description to be inserted following completion of surveys under Schedule 4.1 pursuant to the Survey Instructions under Schedule 4.7)**

(hereinafter referred to as the "**Sandy Bar Easement Lands**") including any lands which in future may be added by accretion.

2.2 The **Sandy Bar Easement** is granted for the benefit of the dominant tenements being:

(a) the lands and interests in lands owned by **Hydro** appurtenant to the **Sandy Bar Easement Lands** which are legally described as follows:

Parcels A, B and C Plan 32933 PLTO in 17 and 20-64-4 WPM and

part of the bed of the Nelson River West Channel;

Parcels A, B, C and D Plan 21085 PLTO in 11, 12 and 13 96-5 WPM and the Bed of the Churchill River; and

Parcel A Plan 21136 PLTO in 13, 24 and 25-85-18 EPM and the bed of the Nelson River.

upon which **Hydro** owns and operates a hydro-electric system, including the dams and control structures, the construction and operation of which require the storage and inundation of water upon the **Sandy Bar Easement Lands**; and

(b) lands and interests in lands owned by **Manitoba** appurtenant to the **Sandy Bar Easement Lands**, including the bed of Lake Winnipeg, portions of the beds of the Nelson and Churchill Rivers and the water therein, lands adjacent to and abutting the beds of the Churchill and Nelson Rivers and the water power generated in the lands described in this Article 2.2, the development and utilization of which requires the storage and inundation of water upon the **Sandy Bar Easement Lands**.

## 3.0 SCOPE OF EASEMENT

3.1 The **Grantees** shall have the right and privilege during the currency of the **Sandy Bar Easement** to inundate and store water on the **Sandy Bar Easement Lands** in accordance with, and subject to, the provisions of this **Sandy Bar Easement Agreement**; and the **Grantees** shall and may peaceably hold and enjoy the rights, privileges and easement hereby granted without obstruction, hindrance, molestation or interruption on the part of the **Grantor**, or any person claiming by, through, or under the **Grantor**.

3.2 The **Grantees** shall not be liable to the **Grantor**, for any loss or damage to persons or property, by virtue of their use of the **Sandy Bar Easement Lands** for inundation and storage of water, within the terms and conditions prescribed in this **Sandy Bar Easement Agreement**; but the **Grantees** shall be liable for any loss, damage, or injury to persons or property, arising from the breach by the **Grantees**, their servants, agents or employees, of any provisions of this **Sandy Bar Easement Agreement**.

3.3 This **Sandy Bar Easement Agreement** grants to the **Grantees** no rights to, or to the use of, the **Sandy Bar Easement Lands** other than those expressly set forth herein, and the **Grantor** may continue any and all uses of the **Sandy Bar Easement Lands** which are not inconsistent with the provisions of this **Sandy Bar Easement Agreement**. This **Sandy Bar Easement Agreement** is made solely for the purposes stated herein and does not create any additional rights of tenancy, or any possessory rights of exclusive use or occupation by implication.

3.4 **Hydro** may use and enjoy the rights under this **Sandy Bar Easement Agreement** which are within the scope of the existing or subsequent licences or approvals duly obtained, providing that no such licence or approval shall be deemed to amend this **Sandy Bar Easement Agreement** in any way.

3.5 **Manitoba** may continue to license **Hydro** or any person, under The Water Power Act, (Manitoba) to exercise and use the rights and interests granted to **Manitoba** and **Hydro** under this **Sandy Bar Easement Agreement**, to maintain the continued operation of the **Project**.

3.6 Upon not less than twenty-one (21) days written notice to the **Grantor**, and subject to the consent of the **Grantor** as to the location, which consent shall not be unreasonably withheld, the **Grantees** will have the right, at their own expense, to construct, erect and maintain on the **Sandy Bar Easement Lands**, bench marks and **Gauging Stations** as may reasonably be required for the purposes of the **Project**. The **Grantees** shall have the obligation to maintain any such bench marks and gauges until they have provided notice to the **Grantor** of their intention to abandon them whereupon the **Grantees** shall remove same and restore the land, as required by applicable law.

#### 4.0 **BANK AND SETBACK LINE PROTECTION, MAINTENANCE AND RELATED MATTERS**

4.1 The **Grantees** and the **Grantor** may each inspect, protect and maintain, at its own expense, the banks and shorelines forming part of the **Sandy Bar Easement Lands**.

4.2 Where bank protection, shoreline work or maintenance work is required on the **Sandy Bar Easement Lands** to prevent inundation beyond such lands as a consequence of the **Project**, such work shall be the right and responsibility of the **Grantees** to perform at their own expense.

4.3 Where bank protection, shoreline work or maintenance work is required to protect any development erected, placed or permitted by the **Grantor** on the **Sandy Bar Easement Lands**, pursuant to this **Sandy Bar Easement Agreement**, such bank protection, shoreline work or maintenance work shall be the responsibility of the **Grantor** to perform at its own expense.

4.4 All bank protection, shoreline or maintenance work on the **Sandy Bar Easement Lands** performed under this **Sandy Bar Easement Agreement**, shall be done in a good and workmanlike manner in accordance with applicable engineering standards.

4.5 Except while work permitted by this **Sandy Bar Easement Agreement** is in progress,

the **Grantees**, their servants, agents and employees, shall not leave, park or store any vehicles, equipment or other chattels on the **Sandy Bar Easement Lands**.

4.6 Subject to the provisions of Articles 4.7 and 6.2 to 6.5, the **Grantees** shall indemnify and save harmless the **Grantor**, from and against any claims of any kind for loss, injury or damage to persons or property as a result of the presence or operation of vehicles, equipment or chattels of the **Grantees**, their servants, agents and employees, on the **Sandy Bar Easement Lands** or access routes thereto.

4.7 The **Grantees** shall not be liable under Article 4.6, to the extent that the damage results from the negligence of the person who has suffered the loss, or from a use, by that person, of the **Sandy Bar Easement Lands** which is not authorized or permitted by this **Sandy Bar Easement Agreement**.

4.8 The **Grantees**, their servants, employees and agents, may fell, cut, trim, or remove any trees or parts thereof, on or from the **Sandy Bar Easement Lands** below the **Setback Line**. Above that level, the **Grantees** may request permission of the **Grantor** to cut or remove trees or timber and such consent shall not be unreasonably withheld.

4.9 The **Grantees** shall not be responsible to remove debris or waste material resulting from the inundation and storage of water permitted under this **Sandy Bar Easement Agreement**.

4.10 The **Grantees** shall ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed in the course of any of its activities pursuant to this **Sandy Bar Easement Agreement**. This section does not apply to legal or control monuments which are lawfully inundated.

4.11 Where survey monuments are disturbed as a result of wilful, deliberate or negligent actions of the agents, servants or employees of the **Norway House Land Corporation**, it shall be the responsibility of the **Norway House Land Corporation** to restore or replace such monuments, in a timely fashion and in a manner satisfactory to the Surveyor General of Canada.

4.12 Where **Setback Lines** have not been the subject of an on the ground survey and installation of monuments, the **Grantees** shall, upon reasonable notice from the **Grantor**, use their best efforts to expeditiously, and in any event, within twelve (12) months of such notice, survey and install monuments.

4.13 The **Grantees** shall, insofar as it is reasonably practical to do so, conduct all work so as not to interfere with the ordinary use of the **Sandy Bar Easement Lands**, or adjacent lands of the **Grantor**.

## 5.0 ACCESS TO EASEMENT LANDS

5.1 The **Grantor** grants to the **Grantees**, their servants, employees and agents, a licence, without charge, for access to and from the **Sandy Bar Easement Lands** over and upon lands of the **Grantor**, with or without vehicles, machinery and equipment, for such inspections, bank protection, maintenance and other purposes authorized by this **Sandy Bar Easement Agreement**, as the **Grantees** at any time deem necessary or expedient.

5.2 Notice requirements for access shall be as follows:

- (a) Except in the case of an emergency, **Hydro** or **Manitoba** shall give the **Grantor** not less than thirty (30) days written notice of the nature of bank protection, maintenance or other work to be done on the **Sandy Bar Easement Lands** and not less than ten

(10) days written notice of inspections on the **Sandy Bar Easement Lands** or such other periods of notice as may be agreed upon in writing.

- (b) In the event of an emergency, as soon as possible after the need is identified, notice shall be given by telephone or facsimile.
- (c) Such notice shall:
  - (i) include the nature, number, dimensions and gross weight of any vehicles, equipment or materials to be transported to or on the **Sandy Bar Easement Lands**,
  - (ii) set forth the reasons why other means of entry or exit are impossible or impractical in the circumstances, and
  - (iii) set forth the approximate number of persons involved, the proposed route, the earliest contemplated entry date and the estimated exit date.

5.3 Access across lands of the **Grantor** shall be by means of existing roads, except where that is demonstrably impractical.

5.4 The **Grantor** may, within seven (7) days of receipt of a notice under Article 5.2, object to the proposed access by notifying the **Grantees** in writing of its objections.

5.5 The **Grantor** will take all reasonable steps to enable the **Grantees** to exercise their rights of entry and exit as provided for in this **Sandy Bar Easement Agreement**, without hindrance or interference.

5.6 The **Grantees** will repair any damage caused by exercising this right of entry and exit and, to the extent reasonably practicable, restore the land to the condition it was in prior to the damage.

## 6.0 BUILDINGS AND STRUCTURES ON EASEMENT LANDS

6.1 The **Grantees** shall not construct any permanent works, buildings, structures or improvements on the **Sandy Bar Easement Lands** other than bench marks and **Gauging Stations** and works in the nature of bank protection and shoreline maintenance or related work, without the prior written consent of the **Grantor**.

6.2 The **Grantor** may only construct a structure, development or improvement upon the **Sandy Bar Easement Lands** which are, or are not, inundated, where:

- (a) the structure, development or improvement is, in its judgment, necessary for its economic well-being; and
- (b) the structure, development or improvement can reasonably be expected not to materially interfere with or adversely affect the **Grantees'** rights under this **Sandy Bar Easement Agreement**, including the right to:
  - (i) inundate and store water on the **Sandy Bar Easement Lands** as provided for in this **Sandy Bar Easement Agreement**,
  - (ii) access the **Sandy Bar Easement Lands** in accordance with the entry and exit provisions of this **Sandy Bar Easement Agreement**, or
  - (iii) carry out bank protection, shoreline maintenance and related works on the **Sandy Bar Easement Lands** necessary for operation of the **Project** in accordance with the provisions of this **Sandy Bar Easement Agreement**.

6.3 Where it appears to **Hydro** that a structure or improvement on the **Sandy Bar Easement Lands** other than its own, is causing or is likely to cause the effects described in Article 6.2(b), it shall so notify the **Grantor** in writing and indicate:

- (a) that **Hydro** proposes to alter or remove the structure or improvement at its own

- expense and, subject to the provisions of Article 6.4, without liability therefor on a date not sooner than twenty-one (21) days from the date notice is received by the **Grantor**; or
- (b) that **Hydro** requests that the **Grantor** arrange for removal of the structure or improvement, whereupon the **Grantor** will arrange for the structure or improvement to be removed at its expense.

6.4 The **Grantor** may, within fourteen (14) days of receipt of a notice under Article 6.3, object to the course of action by notifying **Hydro** in writing of the nature of its objections. Promptly after receipt of any such notice, the **Grantor** and **Hydro** shall use their best efforts to resolve their differences. If those differences cannot be resolved within a reasonable time, either the **Grantor** or **Hydro** may proceed to court to resolve the dispute. Any action taken by **Hydro** to remove such structure or improvement shall be at **Hydro's** risk, until the dispute has been finally resolved by the court.

6.5 Except where damage occurs as a result of negligence or breach of the provisions of this **Sandy Bar Easement Agreement** by the **Grantees**, their agents, employees or servants, the **Grantees** are not liable under this **Sandy Bar Easement Agreement** for any damages to any improvements, structures, works, buildings, crops, fences, livestock, goods or chattels which are on the **Sandy Bar Easement Lands** which damage is incidental to the exercise by the **Grantees** of their rights under this **Sandy Bar Easement Agreement**, or which is caused by the inundation and storage of water on **Sandy Bar Easement Lands**.

#### 7.0 WARRANTIES OF POWER AND AUTHORITY

7.1 **Hydro** warrants that it has full power and authority to enter into and be bound by this **Sandy Bar Easement Agreement**, and that it is in compliance with all statutory requirements and **Hydro** by-laws related to its execution.

7.2 **Manitoba** warrants that it has full power and authority to enter into and be bound by this **Sandy Bar Easement Agreement**.

7.3 The **Grantor** warrants that it has full power and authority to enter into and be bound by this **Sandy Bar Easement Agreement**.

7.4 The **Grantor** warrants that it has been independently advised, by legal and technical counsel and advisors of its choice, before entering into this **Sandy Bar Easement Agreement**.

#### 8.0 WAIVER, INDEMNIFICATION AND CORRECTION OF BREACH

8.1 The **Grantees** will save the **Grantor** harmless, and keep the **Grantor** indemnified from and against, all actions, claims, and demands that may be made against it by reason of any act or omission by the **Grantees**, in the exercise or purported exercise of the rights granted by this **Sandy Bar Easement Agreement**, or occasioned by or attributable to anything done or omitted to be done by the **Grantees**, their servants, agents or employees, in the exercise or purported exercise of the rights granted by this **Sandy Bar Easement Agreement**.

8.2 The **Grantees** shall indemnify and save harmless the **Grantor** in respect of any actual or purported liens, encumbrances or charges which may attach to the **Sandy Bar Easement Lands** under the laws of Manitoba, where such liens, encumbrances or charges arise from the acts

or omissions of the **Grantees**, their agents, employees, contractors or sub-contractors. This indemnity is conditional upon the **Grantor** promptly giving notice to the **Grantees** of any such action, claim or demand and not settling any such action, claim or demand without the prior written consent of the **Grantees**.

8.3 No waiver of any breach, by or on behalf of the **Grantor**, shall take place or be binding unless authorized in writing and any such waiver shall apply only to the particular breach to which such waiver specifically relates, and shall not be deemed to be a general waiver, or to limit or affect the rights of the **Grantor** with respect to any future or other breach.

8.4 No waiver of any breach, by or on behalf of **Hydro**, shall take place or be binding unless the same be expressed in writing over the signature of the Chairman, President or Vice President of **Hydro**, and any such waiver shall apply only to the particular breach to which such waiver specifically relates, and shall not be deemed to be a general waiver, or to limit or affect the rights of **Hydro** with respect to any future or other breach.

8.5 No waiver of any breach, by or on behalf of **Manitoba**, shall take place or be binding unless the same be expressed in writing over the signature of the Minister of the Government of Manitoba responsible for Hydro or Northern Affairs, and any such waiver shall apply only to the particular breach to which such waiver specifically relates, and shall not be deemed to be a general waiver, or to limit or affect the rights of **Manitoba** with respect to any future or other breach.

#### 9.0 GENERAL PROVISIONS

9.1 The preamble is inserted solely for historical purposes and may not be used or referred to in interpreting any part of this **Sandy Bar Easement Agreement**.

9.2 The division of this **Sandy Bar Easement Agreement** into articles, and the article headings are for convenience of reference only, and shall not affect the construction or interpretation of this **Sandy Bar Easement Agreement**. Headings used in this **Sandy Bar Easement Agreement** are for general guidance only and do not have substantive meaning so as to modify the provisions of this **Sandy Bar Easement Agreement** or alter or modify the **Sandy Bar Easement**.

9.3 Words importing the singular number include the plural and vice versa.

9.4 Except where the original document, data or measuring device was in Imperial, and subject to any legislative requirement, in the event of a conflict between metric and Imperial measure, metric measure shall prevail. The **Parties** agree that the metric conversion rate to be used for purposes of this **Sandy Bar Easement Agreement** shall be 1 foot equals 0.3048 metres and 1 metre equals 3.28084 feet.

9.5 Each of the **Parties** to this **Sandy Bar Easement Agreement** will, deliver such instruments of transfer, conveyance and assignment, and take such further action as may be required, to effectively complete any matter provided for in this **Sandy Bar Easement Agreement**.

9.6 This **Sandy Bar Easement Agreement** constitutes the entire agreement between the **Parties** and, except as expressly provided, supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between and among the **Parties** with respect to the subject matter of this **Sandy Bar Easement Agreement**. There are no representations, warranties, collateral agreements or conditions pertaining to the subject of the **Sandy Bar Easement** except as expressed in this **Sandy Bar Easement Agreement**. This Article 9.6 does not apply to the **Agreement**.

9.7 The **Sandy Bar Easement** and this **Sandy Bar Easement Agreement** are intended to run with the land and shall enure to the benefit of, and be binding upon, the **Parties** to this **Sandy Bar Easement Agreement**, their respective successors, successors in title and assigns.

9.8 No member of the Legislative Assembly of Manitoba may be admitted to any part of this **Sandy Bar Easement Agreement**.

9.9 Where in this **Sandy Bar Easement Agreement** notice or demand must be given it shall be given or served in writing and addressed as follows:

To the **Grantor**:

**Norway House Land Corporation**  
Box 250  
Norway House, Manitoba  
R0B 1B0;

To **Hydro**:

Manitoba Hydro  
General Counsel  
3rd Floor, 820 Taylor Ave.  
Winnipeg, Manitoba  
R3C 2P4;

To **Manitoba**:

Deputy Minister of Northern Affairs  
Legislative Bldg.  
Winnipeg, Manitoba  
R3C 0V8;

and, except where personal service is used, shall be deemed to have been received on the date such delivery is confirmed by the receiving **Party**.

9.10 A **Party** whose address changes shall promptly notify each other **Party** of such change.

Signed, sealed and delivered  
in the presence of:

Norway House Land Corporation

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

Her Majesty the Queen in the  
Right of the Province of Manitoba

Per:

The Manitoba Hydro Electric  
Board

Per:

Per:



**SCHEDULE 4.6**

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## SCHEDULE 4.6

### MONTREAL POINT EASEMENT AGREEMENT

THIS AGREEMENT made the       day of       ,

AMONG:

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

OF THE FIRST PART,

THE NORWAY HOUSE LAND CORPORATION

(hereinafter referred to as "**Norway House Land Corporation**"),

OF THE SECOND PART,

WHEREAS a Master Implementation Agreement (**Agreement**) dated       , 1997, was entered into amongst **Manitoba**, Norway House Cree Nation, Hydro and Canada.

AND WHEREAS under the **Agreement**, **Manitoba** agreed to transfer to the **Norway House Land Corporation** certain lands in fee simple title subject to an easement permitting, among other things, inundation and storage of water above the Ordinary High Water Mark.

AND WHEREAS the Minister of Northern Affairs, **Manitoba**, has been authorized to enter into this easement agreement on behalf of **Manitoba**.

AND WHEREAS the appropriate officers of the **Norway House Land Corporation** have been authorized by their board of directors to enter into this easement agreement on behalf of **Norway House Land Corporation**.

NOW THEREFORE, the **Parties** agree as follows:

#### 1.0       **DEFINITIONS**

In this **Montreal Point Easement Agreement**:

1.1       **Agreement** means the agreement dated [date of the **Agreement**] among the Norway House Cree Nation, **Manitoba**, Hydro and Canada.

1.2       **Existing Development** means all those physical works related to hydro-electric development on the Churchill, Nelson, Rat and Burntwood River Systems and the development of the Lake Winnipeg Regulation System north of the 53rd parallel, to the extent such works have been physically developed and constructed by or on behalf of **Hydro** to the **Date of this Agreement**; and, without limiting the generality of the foregoing, includes all dams, dikes, channels, control structures, excavations, generating stations, roads, transmission lines and other works forming part of, or related to, all aspects of such hydro-electric development including

-       Lake Winnipeg Regulation,

- Churchill River Diversion, including without limitation the Notigi and Miss control structures,
- Grand Rapids Generating Station,
- Laurie River Generating Station,
- Kelsey Generating Station,
- Kettle Generating Station,
- Long Spruce Generating Station,
- Limestone Generating Station,

and the access road and other physical construction with respect to the proposed Conawapa Generating Station.

1.3 **Gauging Station** means a location and facility where systematic records of water levels are obtained or **Flows** are monitored.

1.4 **Grantee** means **Manitoba**.

1.5 **Grantor** means the **Norway House Land Corporation**.

1.6 **Hydro** means the Manitoba Hydro-Electric Board.

1.7 **Manitoba** means Her Majesty the Queen in Right of the Province of Manitoba who, for the purposes of this **Montreal Point Easement Agreement** is represented by the Minister of Northern Affairs.

1.8 **Montreal Point Easement** means the interest in land granted in this **Montreal Point Easement Agreement**.

1.9 **Montreal Point Easement Agreement** means this easement agreement.

1.10 **Montreal Point Easement Lands** means the lands which are subject to the **Montreal Point Easement**.

1.11 **Norway House Land Corporation** means the corporation established pursuant to Article 4 of the **Agreement**.

1.12 **Party** means either of **Manitoba** or **Norway House Land Corporation**.

1.13 **Project** means and includes all **Existing Development** and all future hydro-electric development or re-development by **Hydro** on the Churchill, Nelson, Rat and Burntwood River Systems and includes all development or redevelopment by **Hydro** of the Lake Winnipeg Regulation System north of the 53rd (fifty-third) parallel.

1.14 **Setback Line** means the line marking the inland boundary of the lands described in Article 2.1.

2.0 **LANDS SUBJECT TO MONTREAL POINT EASEMENT**

2.1 The **Grantor** shall and does hereby grant to the **Grantee** the right, privilege and

easement in accordance with the terms and conditions in this **Montreal Point Easement Agreement** with respect to all the lands described as:

**(Legal Description to be inserted following completion of surveys under Schedule 4.1 pursuant to the Survey Instructions in Schedule 4.7)**

(hereinafter referred to as the "**Montreal Point Easement Lands**") including any lands which in future may be added by accretion.

2.2 The **Montreal Point Easement** is granted for the benefit of the dominant tenement being the bed of Lake Winnipeg which is appurtenant to the **Montreal Point Easement Lands** and upon which the Grantee licences the operation of systems to control water levels and flows which operation, from time to time, may result in the storage and inundation of water upon the **Montreal Point Easement Lands**.

### 3.0 SCOPE OF EASEMENT

3.1 The **Grantee** shall have the right and privilege during the currency of the **Montreal Point Easement** to inundate and store water on the **Montreal Point Easement Lands** in accordance with, and subject to, the provisions of this **Montreal Point Easement Agreement**; and the **Grantee** shall and may peaceably hold and enjoy the rights, privileges and easement hereby granted without obstruction, hindrance, molestation or interruption on the part of the **Grantor**, or any person claiming by, through, or under the **Grantor**.

3.2 The **Grantee** shall not be liable to the **Grantor**, for any loss or damage to persons or property, by virtue of its use of the **Montreal Point Easement Lands** for the inundation and storage of water, within the terms and conditions prescribed in this **Montreal Point Easement Agreement**.

3.3 This **Montreal Point Easement Agreement** grants to the **Grantee** no rights to, or to the use of the **Montreal Point Easement Lands** other than those expressly set forth in this **Montreal Point Easement Agreement** and the **Grantor** may continue any and all uses of the **Montreal Point Easement Lands** which are not inconsistent with the provisions of this **Montreal Point Easement Agreement**. This **Montreal Point Easement Agreement** is made solely for the purposes stated herein and does not create any additional rights of tenancy, or any possessory rights of exclusive use or occupation by implication.

3.4 Any licensee of the **Grantee** may use and enjoy the rights under this **Montreal Point Easement Agreement** which are within the scope of its existing or subsequent licences or approvals duly obtained, providing that no such licence or approval shall be deemed to amend this **Montreal Point Easement Agreement** in any way.

3.5 **Manitoba** may continue to license any person, under The Water Power Act, (Manitoba) to exercise and use the rights and interests granted to **Manitoba** under this **Montreal Point Easement Agreement**.

3.6 Upon not less than twenty-one (21) days written notice to the **Grantor**, and subject to the consent of the **Grantor** as to the location, which consent shall not be unreasonably withheld, the **Grantee** will have the right, at its own expense, to construct, erect and maintain on the **Montreal Point Easement Lands**, bench marks and **Gauging Stations** as may reasonably be required for the purposes of the **Project**. The **Grantees** shall have the obligation to maintain any such bench marks and gauges until they have provided notice to the **Grantor** of their intention to abandon them whereupon the **Grantees** shall remove same and restore the land, as required by applicable law.

4.0 **BANK AND SETBACK LINE PROTECTION, MAINTENANCE AND RELATED MATTERS**

4.1 The **Grantee** and **Grantor** may each inspect, protect and maintain, at its own expense, the banks and shorelines forming part of the **Montreal Point Easement Lands**.

4.2 Where bank protection, shoreline work or maintenance work is required to protect any development on the **Montreal Point Easement Lands** erected, placed or permitted by the **Grantor** pursuant to this **Montreal Point Easement Agreement** such bank protection, shoreline work or maintenance work shall be the responsibility of the **Grantor** to perform at its own expense.

4.3 All bank protection, shoreline or maintenance work on the **Montreal Point Easement Lands** performed under this **Montreal Point Easement Agreement** shall be done in a good and workmanlike manner in accordance with applicable engineering standards.

4.4 Except while work permitted by this **Montreal Point Easement Agreement** is in progress, the **Grantee**, its servants, agents and employees, shall not leave, park or store any vehicles, equipment or other chattels on the **Montreal Point Easement Lands**.

4.5 Subject to the provisions of Articles 4.6 and 6.2 to 6.5, the **Grantee** shall indemnify and save harmless the **Grantor**, from and against any claims of any kind for loss, injury or damage to persons or property as a result of the presence or operation of vehicles, equipment or chattels of the **Grantee**, its servants, agents or employees, on the **Montreal Point Easement Lands** or access routes thereto.

4.6 The **Grantee** shall not be liable under Article 4.5, to the extent that the damage results from the negligence of the person who has suffered the loss, or from a use, by that person, of the **Montreal Point Easement Lands** which is not authorized or permitted by this **Montreal Point Easement Agreement**.

4.7 The **Grantee**, its servants, employees and agents, may fell, cut, trim, or remove any trees or parts thereof, on or from the **Montreal Point Easement Lands** below the **Setback Line**. Above that level, the **Grantee** may request permission of the **Grantor** to cut or remove trees or timber and such consent shall not be unreasonably withheld.

4.8 The **Grantee** shall not be responsible to remove debris or waste material resulting from the inundation and storage of water permitted under this **Montreal Point Easement Agreement**.

4.9 The **Grantee** shall ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed in the course of any of its activities pursuant to this **Montreal Point Easement Agreement**. This section does not apply to legal or control monuments which are lawfully inundated.

5.0 **ACCESS TO MONTREAL POINT EASEMENT LANDS**

5.1 The **Grantor** grants to the **Grantee**, its servants, employees and agents, a licence,

without charge, for access to and from the **Montreal Point Easement Lands** over and upon lands of the **Grantor** with or without vehicles, machinery and equipment, for such inspections, bank protection, maintenance and other purposes authorized by this **Montreal Point Easement Agreement**, as the **Grantee** at any time deems necessary or expedient.

- 5.2 Notice requirements for access shall be as follows:
- (a) Except in the case of an emergency, **Manitoba** shall give the **Grantor** not less than thirty (30) days written notice of the nature of bank protection, maintenance or other work to be done on the **Montreal Point Easement Lands** and not less than ten (10) days written notice of inspections on the **Montreal Point Easement Lands** or such other periods of notice as may be agreed upon in writing.
  - (b) In the event of an emergency, as soon as possible after the need is identified, notice shall be given by telephone or facsimile.
  - (c) Such notice shall:
    - (i) include the nature, number, dimensions and gross weight of any vehicles, equipment or materials to be transported to or on the **Montreal Point Easement Lands**,
    - (ii) set forth the reasons why other means of entry or exit are impossible or impractical in the circumstances, and
    - (iii) set forth the approximate number of persons involved, the proposed route, the earliest contemplated entry date and the estimated exit date.

5.3 Access across lands of the **Grantor** shall be by means of existing roads, except where that is demonstrably impractical.

5.4 The **Grantor** may, within seven (7) days of receipt of a notice under Article 5.2, object to the proposed access by notifying the **Grantee** in writing, of its objections.

5.5 The **Grantor** will take all reasonable steps to enable the **Grantee** to exercise its rights of entry and exit as provided for in this **Montreal Point Easement Agreement**, without hindrance or interference.

5.6 The **Grantee** will repair any damage caused by exercising this right of entry and exit and, to the extent reasonably practicable, restore the land to the condition required by law.

## 6.0 BUILDINGS AND STRUCTURES ON EASEMENT LANDS

6.1 The **Grantees** shall not construct any permanent works, buildings, structures or improvements on the **Montreal Point Easement Lands** other than benchmarks and **Gauging Stations** and works in the nature of bank protection and shoreline maintenance or related work, without the prior written consent of the **Grantor**.

6.2 The **Grantor** may only construct a structure, development or improvement upon **Montreal Point Easement Lands** which are, or are not, inundated, where:

- (a) the structure, development or improvement is, in its judgment, necessary for its economic well-being; and
- (b) the structure, development or improvement can reasonably be expected not to materially interfere with or adversely affect the **Grantee's** rights under this **Montreal Point Easement Agreement** including the right to:
  - (i) inundate and store water on the **Montreal Point Easement Lands** as provided for in this **Montreal Point Easement Agreement**,
  - (ii) access the **Montreal Point Easement Lands** in accordance with the entry and exit provisions of this **Montreal Point Easement Agreement**, or

- (iii) carry out bank protection, shoreline maintenance and related works on the **Montreal Point Easement Lands** in accordance with the provisions of this **Montreal Point Easement Agreement**.

6.3 Where it appears to the **Grantee** that a structure or improvement on the **Montreal Point Easement Lands** other than its own, is causing or is likely to cause the effects described in Article 6.2(b), it shall so notify **Grantor** in writing and indicate:

- (a) that the **Grantee** proposes to alter or remove the structure or improvement at its own expense and, subject to the provisions of Article 6.4, without liability therefor on a date not sooner than twenty-one (21) days from the date notice is received by **Grantor**; or
- (b) that the **Grantee** requests that the **Grantor** arrange for removal of the structure or improvement, whereupon the **Grantor** will arrange for the structure or improvement to be removed at its expense.

6.4 The **Grantor** may, within fourteen (14) days of receipt of a notice under Article 6.3, object to the course of action by notifying the **Grantee** in writing of the nature of its objections. Promptly after receipt of any such notice, the **Grantor** and the **Grantee** shall use their best efforts to resolve their differences. If those differences cannot be resolved within a reasonable time, either the **Grantor** or the **Grantee** may proceed to court to resolve the dispute. Any action taken by the **Grantee** to remove such structure or improvement shall be at the **Grantee's** risk, until the dispute has been finally resolved by the court.

6.5 Except where damage occurs as a result of negligence or breach of the provisions of this **Montreal Point Easement Agreement** by the **Grantee**, its agents, employees or servants, the **Grantee** is not liable under this **Montreal Point Easement Agreement** for any damages to any improvements, structures, works, buildings, crops, fences, livestock, goods or chattels which are on the **Montreal Point Easement Lands** which damage is incidental to the exercise by the **Grantee** of its rights under this **Montreal Point Easement Agreement**, or which is caused by the inundation and storage of water on **Montreal Point Easement Lands**.

#### 7.0 **WARRANTIES OF POWER AND AUTHORITY**

7.1 The **Grantee** warrants that it has full power and authority to enter into and be bound by this **Montreal Point Easement Agreement**.

7.2 The **Grantor** warrants that it has full power and authority to enter into and be bound by this **Montreal Point Easement Agreement**.

7.3 The **Grantor** warrants that it has been independently advised, by legal and technical counsel and advisors of its choice, before entering into this **Montreal Point Easement Agreement**.

#### 8.0 **WAIVER, INDEMNIFICATION AND CORRECTION OF BREACH**

8.1 The **Grantee** will save the **Grantor** harmless, and keep the **Grantor** indemnified from and against, all actions, claims, and demands that may be made against it by reason of any act or omission by the **Grantee**, in the exercise or purported exercise of the rights granted by this **Montreal**

**Point Easement Agreement** or occasioned by or attributable to anything done or omitted to be done by the **Grantee**, its servants, agents or employees, in the exercise or purported exercise of the rights granted by this **Montreal Point Easement Agreement**.

8.2 The **Grantee** shall indemnify and save harmless the **Grantor** in respect of any actual or purported liens, encumbrances or charges which may attach to the **Montreal Point Easement Lands** under the laws of Manitoba, where such liens, encumbrances or charges arise from the acts or omissions of the **Grantee**, its servants, agents or employees. This indemnity is conditional upon the **Grantor**, promptly giving notice to the **Grantee** of any such action, claim or demand, and not settling any such action, claim or demand without the prior written consent of the **Grantee**.

8.3 No waiver of any breach, by or on behalf of the **Grantor**, shall take place or be binding unless authorized in writing and any such waiver shall apply only to the particular breach to which such waiver specifically relates, and shall not be deemed to be a general waiver, or to limit or affect the rights of the **Grantor** with respect to any future or other breach.

8.4 No waiver of any breach, by or on behalf of **Manitoba**, shall take place or be binding unless the same be expressed in writing over the signature of the Minister of the Government of Manitoba responsible for Hydro or Northern Affairs, and any such waiver shall apply only to the particular breach to which such waiver specifically relates, and shall not be deemed to be a general waiver, or to limit or affect the rights of **Manitoba** with respect to any future or other breach.

#### 9.0 GENERAL PROVISIONS

9.1 The preamble is inserted solely for historical purposes and may not be used or referred to in interpreting any part of this **Montreal Point Easement Agreement**.

9.2 The division of this **Montreal Point Easement Agreement** into articles, and the article headings are for convenience of reference only, and shall not affect the construction or interpretation of this **Montreal Point Easement Agreement**. Headings used in this **Montreal Point Easement Agreement** are for general guidance only and do not have substantive meaning so as to modify the provisions of this **Montreal Point Easement Agreement** or alter or modify the **Montreal Point Easement**.

9.3 Words importing the singular number include the plural and vice versa.

9.4 Except where the original document, data or measuring device was in Imperial, and subject to any legislative requirement, in the event of a conflict between metric and Imperial measure, metric measure shall prevail. The **Parties** agree that the metric conversion rate to be used for purposes of this **Montreal Point Easement Agreement** shall be 1 foot equals 0.3048 metres and 1 metre equals 3.28084 feet.

9.5 Each of the **Parties** to this **Montreal Point Easement Agreement** will deliver such instruments of transfer, conveyance and assignment, and take such further action as may be required, to effectively complete any matter provided for in this **Montreal Point Easement Agreement**.

9.6 This **Montreal Point Easement Agreement** constitutes the entire agreement between the **Parties** and, except as expressly provided, supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between and among the **Parties** with respect to the subject matter of this **Montreal Point Easement**. There are no representations, warranties, collateral agreements or conditions pertaining to the subject of the **Montreal Point Easement** except as expressed in this **Montreal Point Easement Agreement**. This



Article 9.6 does not apply to the **Agreement**.

9.7 The **Montreal Point Easement** and this **Montreal Point Easement Agreement** are intended to run with the land and shall enure to the benefit of, and be binding upon, the **Parties** to this **Montreal Point Easement Agreement**, their respective successors, successors in title and assigns.

9.8 **Manitoba** may assign or encumber its rights or assign its obligations under this **Montreal Point Easement Agreement** to an assignee with legal authority and control to operate the **Project** or a part thereof. Promptly upon any such assignment or encumbrance, **Manitoba** shall give written notice thereof to the **Grantor**. **Manitoba** shall remain liable for the performance of all of **Manitoba's** covenants in the event of such assignment or encumbrance, including any assigned under this **Montreal Point Easement Agreement**. No assignee of **Manitoba** may benefit from the **Montreal Point Easement Agreement** unless it has been assigned to it and the **Grantor** has been notified.

9.9 No member of the Legislative Assembly of Manitoba may be admitted to any part of this **Montreal Point Easement Agreement**.

9.10 Where in this **Montreal Point Easement Agreement** notice or demand must be given it shall be given or served in writing and addressed as follows:

To **Grantor**:

**Norway House Land Corporation**  
Box 250  
Norway House, Manitoba  
R0B 1B0;

To **Manitoba**:

Deputy Minister of Northern Affairs  
Legislative Bldg.  
Winnipeg, Manitoba  
R3C 0V8;

and, except where personal service is used, shall be deemed to have been received on the date such delivery is confirmed by the receiving **Party**.

9.11 A **Party** whose address changes shall promptly notify each other **Party** of such change.

Signed, sealed and delivered  
in the presence of:

Norway House Land Corporation

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

Her Majesty the Queen in the Right of the  
Province of Manitoba

Per:

## SCHEDULE 4.7

### SURVEY INSTRUCTIONS FOR EASEMENTS

#### SURVEY INSTRUCTIONS FOR FEE SIMPLE SETBACK LINE

The **Fee Simple Setback Line** shall be described by survey monuments planted in the ground located and at the elevation below:

- (a) Sandy Bar as shown on Manitoba Hydro Plan No. 00199-E-0043 at or above minimum elevation 219.3m (719.5 ft.) **A.S.L.**; and
- (b) Montreal Point as shown on Manitoba Hydro Plan 4.11A at or above elevation 220m (722 ft.) **A.S.L.**

as ground conditions allow.

Where the location of the **Fee Simple Setback Line** at Sandy Bar is based on erosion conditions, the **Fee Simple Setback Line** shall be located a minimum of 40-60m from the water's edge as shown on Manitoba Hydro Plan No. 00199-E-0043.

Where the location of the **Fee Simple Setback Line** at Montreal Point is based on erosion conditions, the **Fee Simple Setback Line** shall be located a minimum of 30m from the water's edge as shown on Manitoba Hydro Plan No. 4.11A. At steep bedrock shorelines where top of bank elevation exceeds the required elevation, the **Fee Simple Setback Line** shall be established at the top of the bank within 2m of a defined edge of the bank or as close as ground conditions allow.

Survey monuments shall be 0.025m x 0.025m x 0.914m iron posts set a minimum of 0.7m in overburden or short iron rock posts established at distances greater than 100m apart where possible. Shorter distances between reference points may be utilized in vicinity of the existing development.

The location of the **Fee Simple Setback Line** has been based on the process and methodology for geotechnical studies pursuant to the Canada-Manitoba Northlands Agreement. Final field location of survey monuments reference points defining the **Fee Simple Setback Line** shall be determined by the Manitoba Land Surveyor in consultation with a Manitoba Hydro geotechnical engineer in relation to geotechnical requirements.

Where this consultation results in an adjustment to the **Fee Simple Setback Line**, the surveyor shall note in his surveyor's report, the technical reason the adjustment was made.

# **NORWAY HOUSE CREE NATION**

**Master Implementation Agreement**

## **Article 5**

***Integrated Land Use  
and Resource Management***

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## ARTICLE 5

### 5.0 INTEGRATED LAND USE AND RESOURCE MANAGEMENT

#### 5.1 INTRODUCTION

5.1.1 Introduction. This Article 5 sets out the procedure for establishing and operating a resource management board composed of representatives of **Norway House Cree Nation** and **Manitoba**.

#### 5.2 NORWAY HOUSE RESOURCE MANAGEMENT AREA

5.2.1 Designation of Area. **Integrated Land Use and Resource Management** is to be achieved by the coordinated application of **Norway House Cree Nation** and **Manitoba** authority, and to this end **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall each, within its respective authority and powers, designate the lands and waters shown in Schedule 5.1, as the **Norway House Resource Management Area**.

5.2.2 Amendment of Area. The **Norway House Resource Management Area** may be amended by agreement between **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba**.

#### 5.3 NORWAY HOUSE RESOURCE MANAGEMENT BOARD

5.3.1 Establishment. Within ninety (90) days following the **Date of this Agreement**, **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall each appoint two (2) persons for a four (4) year term and two (2) persons for a three (3) year term to constitute the **Norway House Resource Management Board**. Subject to Article 5.3.4, all subsequent appointments shall each be for a term of four (4) years. **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** will

participate in the **Norway House Resource Management Board** so as to promote **Integrated Land Use and Resource Management** in the **Norway House Resource Management Area**.

5.3.2 Board Meetings. The inaugural **Norway House Resource Management Board** shall meet at the **Reserve** not later than thirty (30) days following the appointment of its last member. Except during the first year after the **Date of this Agreement**, the **Norway House Resource Management Board** shall meet at least four (4) times a year at the **Reserve**.

5.3.3 Change in Number of Members. The number of Board members may be changed by agreement between **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** provided that there is always an equal number of members appointed by each.

5.3.4 Alternate Members. If any Board member is unable or unwilling to complete that member's term of appointment, **Chief and Council** on behalf of **Norway House Cree Nation**, or **Manitoba**, as the case may be, shall appoint an alternate member for the balance of such term.

5.3.5 Replacing Members. **Chief and Council** and **Manitoba** shall, at least thirty (30) days before the expiration of the term of a member appointed by it, either reappoint that member or appoint a new member and so advise the other.

5.3.6 Rules and Selection of Chair. The **Norway House Resource Management Board** shall establish its rules and procedures. A chair shall be selected from among the **Norway House Resource Management Board** members, and the member so selected shall continue to have a vote as a member but shall have no additional or deciding vote as the chair.

5.3.7 Quorum. A quorum shall be at least three (3) of the members appointed by each of **Chief and Council** and **Manitoba**.



5.3.8 Decisions. Decisions of the **Norway House Resource Management Board** shall be made by consensus unless a member requests and a majority of those present agree that a decision be made by vote. Equal numbers of members appointed by each of **Norway House Cree Nation** and **Manitoba** shall participate in any vote.

5.3.9 Notice. The **Norway House Resource Management Board** shall establish rules regarding notice of matters to be considered, decisions and the general conduct of the **Norway House Resource Management Board** that are satisfactory to **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba**.

#### 5.4 PROGRAMS AND BUDGETS

5.4.1 Annual Program and Budget. The **Norway House Resource Management Board** shall, on or before September 1 in any year, submit an annual program and budget for the next fiscal year to **Norway House Cree Nation** and **Manitoba** for approval. Within ninety (90) days of receipt of the budget, each such **Party** shall advise the **Norway House Resource Management Board** whether it accepts or rejects all or part of the annual program and budget.

5.4.2 Budget Components. The 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) other programs or activities determined by the **Norway House Resource Management Board**; and

- (b) identify how the budget will be funded including the proportions to be paid by **Norway House Cree Nation and Manitoba**.

5.4.3 Sharing of Costs. Notwithstanding Article 5.4.2, **Norway House Cree Nation and Manitoba** shall pay the costs of their representatives on the **Norway House Resource Management Board** not covered by normal programs. Other costs to be incurred will be shared by **Norway House Cree Nation and Manitoba** in a proportion to be determined jointly at the time of the review and approval of the annual program and budget under Article 5.4.1. For this purpose, **Chief and Council** shall have authority to request money through the **Community Approval Process** from the **Community Development Account**.

5.4.4 Technical Support. Technical support and programs for land use planning and natural resource management, available from **Manitoba**, will be made available to and coordinated with programs of the **Norway House Resource Management Board** without charge. However, in those instances where a set fee or charge has been established, it will be levied unless otherwise waived by **Manitoba**.

5.4.5 Fiscal Year. The fiscal year of the **Norway House Resource Management Board** shall commence on April 1 in any year unless changed by agreement between **Chief and Council** on behalf of **Norway House Cree Nation, and Manitoba**.

5.4.6 Reports. The **Norway House Resource Management Board**:

- (a) may publish reports or other materials; and
- (b) shall within ninety (90) days after the end of the fiscal year provide **Norway House Cree Nation and Manitoba** with a written report which:
  - (i) describes the activities carried out during the year, and
  - (ii) evaluates the success or failure of the activities undertaken, and the reasons therefor.

**5.5 FUNCTIONS AND PURPOSES OF THE NORWAY HOUSE RESOURCE MANAGEMENT BOARD**

5.5.1 Board Activities. In order to promote **Integrated Land Use and Resource Management**, the **Norway House Resource Management Board** may:

- (a) 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;
- (b) monitor activities within the **Norway House Resource Management Area**;
- (c) propose subjects for research;
- (d) prepare information and communication strategies;
- (e) hold meetings and workshops or otherwise consult publicly or privately with any person;
- (f) develop and recommend resource management plans in accordance with Articles 5.5.2, 5.5.3 and 5.5.4;
- (g) develop and recommend land use plans in accordance with Articles 5.5.6, 5.5.7 and 5.5.8; and
- (h) carry out other duties jointly assigned to it by **Norway House Cree Nation** and **Manitoba**.

5.5.2 Resource Management Plans. The **Norway House Resource Management Board** shall develop and recommend resource management plans for the **Norway House 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 leases;
- (e) enforcement considerations;

- (f) protecting, conserving and enhancing **Resources** and their environment, including areas of ecological, cultural or historical significance;
- (g) prescribing and monitoring levels of use;
- (h) establishing 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 **Norway House Resource Management Board** in the implementation of the plan.

5.5.3 Resource Use. **Norway House Cree Nation** and **Manitoba** recognize that aboriginal people, including **Norway House Cree Nation**, have, at law, priority rights to the harvesting of **Fish** and wildlife resources within the **Norway House Resource Management Area**, based on their rights recognized and affirmed by Section 35 of the Constitution Act, 1982. In section 15.1 of the **NFA**, **Manitoba** agreed as a matter of policy, subject to certain limitations, to grant to **Norway House Cree Nation** first priority rights to the wildlife resources in the **Norway House Resource Management Area** traditionally available to and used by **Norway House Cree Nation** as a source of food supply, income-in-kind and income. **Norway House Cree Nation** and **Manitoba** recognize that, subject to the rights of aboriginal people, and subject to resource management plans in force, other individuals may, as provided by law, hunt, trap or fish in the **Norway House Resource Management Area**. **Norway House Cree Nation** and **Manitoba** recognize that provisions for conservation, management and protection of **Fish** and wildlife resources in the **Norway House Resource Management Area** will be necessary. Actions under this Article, by the **Norway House Resource Management Board**, **Norway House Cree Nation**, and **Manitoba**, shall be consistent with the rights of **Norway House Cree Nation**, and other aboriginal people, the rights of other individuals, and the need for the conservation, management and protection of **Fish** and wildlife resources in the **Norway House Resource Management Area**.

5.5.4 Application of Resource Management Plans. Notwithstanding Article 5.5.2 and subject to applicable legislation, a resource management plan shall apply within a **Municipality** only insofar as it does not conflict with the provisions of a **Development Plan, Basic Planning Statement** or **Planning Scheme** for the **Municipality** or any part thereof.

5.5.5 Lake Winnipeg Commercial Fishery. The functions and purposes of the **Norway House Resource Management Board** do not extend to consideration of the management of the commercial fishery on Lake Winnipeg. Such considerations shall be addressed through existing management structures on Lake Winnipeg and do not form part of this **Agreement**.

5.5.6 Land Use Plans. The **Norway House Resource Management Board** shall develop and recommend land use plans for the **Norway House 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) proposing a role for the **Norway House Resource Management Board** in the implementation of the plan.

5.5.7 Application of Land Use Plans. Notwithstanding Article 5.5.4 and subject to applicable legislation, land use plans shall not apply within a **Municipality** in which a **Development Plan** or a **Basic Planning Statement** or **Planning Scheme** comes into effect for the **Municipality**.

5.5.8 Limestone Point Planning Area. The **Norway House Resource Management Board** shall give priority to the development of a land use and/or resource management plan for the area shown in Schedule 5.2 to provide for the protection and conservation of the ecologically sensitive lands and **Resources** therein.

## 5.6 APPROVAL OF PLANS

5.6.1 Reference. The **Norway House Resource Management Board** shall forward proposed land use plans, resource management plans or recommendations to **Norway House Cree Nation** and **Manitoba** accompanied by written reasons for supporting the plan or recommendation and confirmation of notice and consultation in accordance with Articles 5.7.1 and 5.7.2.

5.6.2 Responding to Plans. Within ninety (90) days of receiving a plan or recommendation under Article 5.6.1, **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall notify the **Norway House Resource Management Board** in writing, with a copy each to the other, whether they accept or reject the plan or recommendation.

5.6.3 Resubmission. The **Norway House Resource Management Board** may, within sixty (60) days of receipt of notice under Article 5.6.2, that a plan or recommendation under Article 5.6.1 is not acceptable, re-submit to **Norway House Cree Nation** and **Manitoba**:

- (a) a revised plan or recommendation; or

- (b) a request that the rejected plan or recommendation be reconsidered, including such additional information as the **Norway House Resource Management Board** may consider relevant.

5.6.4 Final Decision. **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall, within sixty (60) days of a resubmission by the **Norway House Resource Management Board** under Article 5.6.3, advise the **Norway House Resource Management Board** and each other in writing of their final decision on the matter. No further resubmission under Article 5.6.3 of the same plan or the same recommendation forwarded under Article 5.6.1 may be made without the approval of both **Norway House Cree Nation** and **Manitoba**.

5.6.5 Extensions. Time limits set forth in Articles 5.6.2, 5.6.3 and 5.6.4 may be extended by agreement in writing between **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba**.

5.6.6 Adopting Plans. Where **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** both advise the **Norway House Resource Management Board** that a plan or recommendation under Article 5.6.1 is acceptable for adoption, each shall promptly take all appropriate steps within its jurisdiction to give such plan or recommendation full effect and shall promptly provide the **Norway House Resource Management Board** with documentation evidencing such effect has been given.

5.6.7 Plans of No Force and Effect. In the absence of approval by both **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** no resource management plan or land use plan developed by the **Norway House Resource Management Board** or recommendation of the **Norway House Resource Management Board** will have any force or effect.

5.6.8 Updating Plans. The **Norway House Resource Management Board** shall conduct a regular review of all approved plans and recommendations and, where it is considered necessary, propose amendments to **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** along with supporting reasons. The procedures outlined in Articles 5.6.1 to 5.6.7, both inclusive, shall apply to any proposed amendments.

5.6.9 Resource Allocations. The **Norway House Resource Management Board** may make recommendations to **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** on any requests or applications for resource allocations or **Land Use Permits** with respect to **Resources** in the **Norway House Resource Management Area**. **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall forward such requests or applications to the **Norway House Resource Management Board** for its consideration not less than forty-five (45) days prior to the granting or rejection thereof. Within forty-five (45) days of receiving such requests or applications, the **Norway House Resource Management Board** may submit recommendations on the resource allocations or **Land Use Permits** in accordance with Article 5.6. In the absence of a recommendation being submitted by the **Norway House Resource Management Board** within the time provided, **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** may act upon such requests or applications.

5.6.10 Transitional Measures. From the **Date of this Agreement** to the date the **Norway House Resource Management Board** first meets, **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall defer any new requests or applications for resource allocations and **Land Use Permits** within the **Norway House Resource Management Area**. Where **Manitoba** has, prior to the **Date of this Agreement**, referred any requests or applications to **Norway House Cree Nation** and withheld any such requests or applications pending the execution of this **Agreement**, **Manitoba** shall provide any such requests or applications and any new requests or applications to the **Norway House Resource Management Board** at its first meeting and the **Norway House Resource Management Board** shall



provide its recommendations on those requests or applications within forty-five (45) days of its first meeting in accordance with Article 5.6.

## 5.7 CONSULTATION

5.7.1 Consulting with Interested Parties. Before recommending that a land use plan or resource management plan be adopted, the **Norway House Resource Management Board** shall hold one (1) or more public meetings in such manner as it determines to be appropriate to obtain the views of and provide information to interested parties.

5.7.2 Giving Notice. The **Norway House Resource Management Board** shall give at least thirty (30) days written notice of the meeting under Article 5.7.1, with a copy of any proposed plan to:

- (a) **Hydro;**
- (b) any First Nation which could be affected by the plan;
- (c) any **Municipality** within the **Norway House Resource Management Area**; and
- (d) any board or group **Manitoba** advises be notified.

In addition to any other notice, the **Norway House Resource Management Board** shall bring public meetings to the attention of, and invite thereto, any local associations of **Resource** users or businesses known to have an interest in the subject matter.

5.7.3 Compliance with Articles 5.7.1 and 5.7.2. Before implementing any recommendation of the **Norway House Resource Management Board** which could affect the aboriginal or treaty rights of other First Nations, as recognized and affirmed by the Constitution Act, 1982, **Manitoba** and **Chief and Council** on behalf of **Norway House Cree Nation** will make reasonable efforts to ensure that Articles 5.7.1 and 5.7.2 have been complied with.

5.7.4            Requesting Information.            **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall each, upon written request of the **Norway House Resource Management Board** and subject to payment, unless waived, of any prescribed fee, provide the **Norway House Resource Management Board** with information within its control about matters being dealt with by the **Norway House Resource Management Board** except where such information is privileged or confidential.

5.7.5            Requesting Assistance.            **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall each, upon written request of the **Norway House Resource Management Board**, provide:

- (a) information concerning the application of existing laws, policies, procedures and plans affecting management or use of **Resources** in the **Norway House Resource Management Area**, including any formally submitted reports, findings or recommendations of any board or group advising **Manitoba** on matters which might relate to or affect the management of **Resources** in the **Norway House Resource Management Area**; and
- (b) assistance in drafting any recommendation or plan, provided that this shall not imply that **Manitoba** or **Chief and Council** on behalf of **Norway House Cree Nation** will adopt the recommendation or plan.

## 5.8            **GENERAL**

5.8.1            No Derogation.    Nothing in Article 5 shall derogate from any authority of **Norway House Cree Nation**, **Manitoba** or **Canada**, each within its respective jurisdiction over the **Resources** in the **Norway House Resource Management Area**.

5.8.2 Federal Impediments. Actions taken pursuant to this Article 5 may be applicable to **Reserve Lands** but no action taken pursuant to this Article 5 shall impose restrictions or impediments on **Canada** in relation to any lands which **Canada** holds or may acquire by any means within its jurisdiction or which are acquired by, transferred to or transferable to **Canada** for any purposes.

5.8.3 No Federal Powers. Nothing in this Article 5 contemplates the exercise of powers by **Canada** under federal statutes or regulations other than the Indian Act (Canada).

5.8.4 Access to Lands. This Article 5 does not restrict the right of any person to enter on provincial Crown lands for any lawful purpose.

5.8.5 Existing Rights. Nothing in this Article 5 shall affect licences, permits, leases or approvals granted by or on behalf of **Norway House Cree Nation** or **Manitoba** prior to the **Date of this Agreement** or affect any right or privilege granted, or any responsibility acquired, under a licence, permit, lease, approval or administrative policy exercised by or on behalf of **Norway House Cree Nation** or **Manitoba**.

5.8.6 Conflicts with Laws. **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** shall each take reasonable measures to ensure that its actions pursuant to this Article 5 do not conflict with any federal or provincial laws in force in Manitoba.

5.8.7 Statutory Requirements. Nothing in this Article 5 alters any statute or any statutory authority or requirement or confers any statutory approval.

5.8.8 Discontinuance. **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** may jointly decide to discontinue the **Norway House Resource Management Board** and

its activities or, assign, provided such assignment does not, prejudice **Canada**, the functions of the **Norway House Resource Management Board** under this Article 5 to other entities.

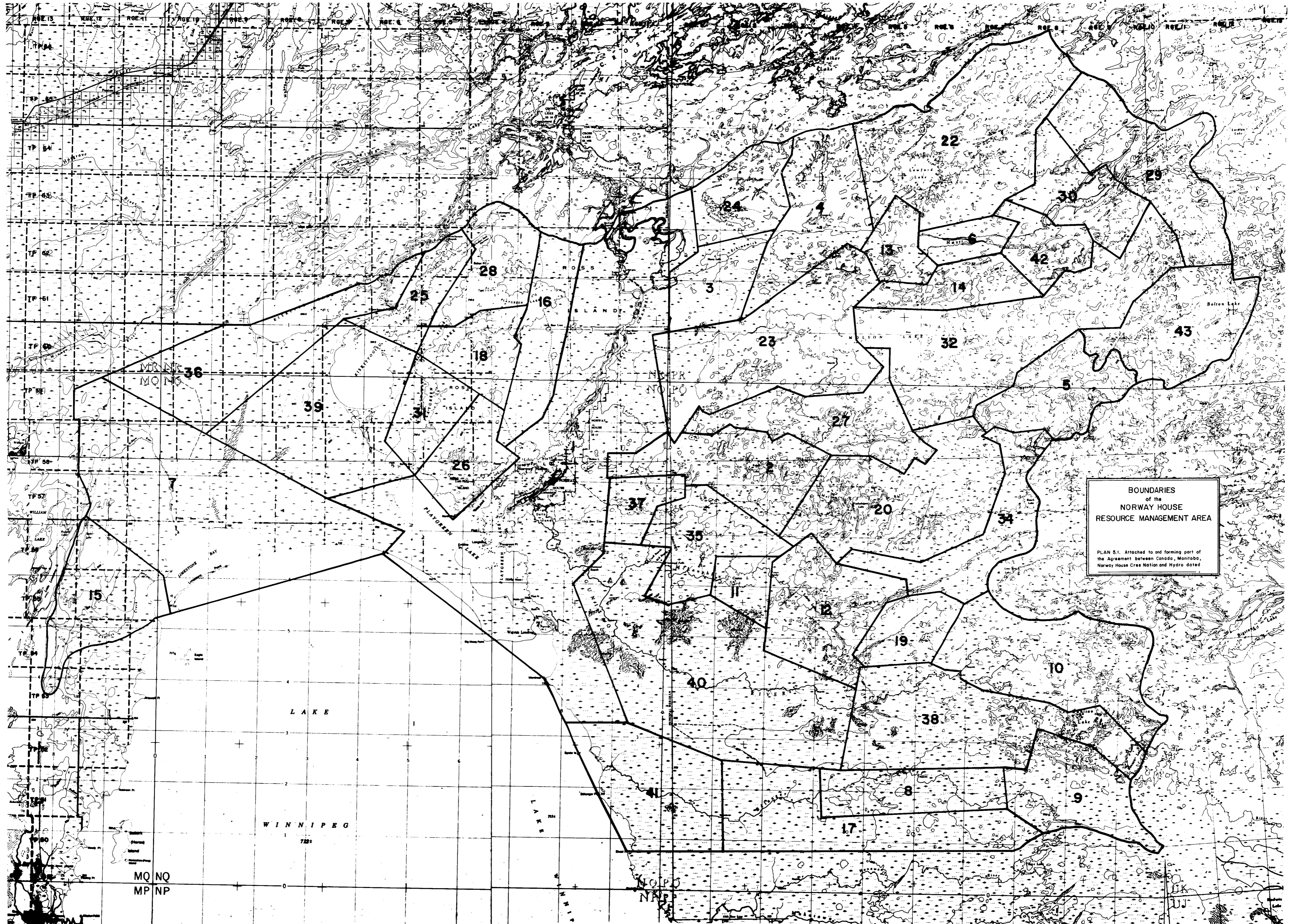
5.8.9 No Revenue Sharing. The functions and purposes of the **Norway House Resource Management Board** do not extend to consideration of royalties, income or other revenue derived from or attributable to **Resources**, and, subject to Article 3.2.2, nothing in this **Agreement** entitles **Norway House Cree Nation** or **Manitoba** to share in the royalties, income or other revenue derived from **Resources** within the other's jurisdiction, ownership or administration and control.

5.8.10 Amendment. Except for Articles 5.7.1, 5.7.2 and 5.7.3 and this 5.8, **Chief and Council** on behalf of **Norway House Cree Nation**, and **Manitoba** may amend the procedures in this Article 5, provided any such amendment is consistent with this **Agreement** and not prejudicial to **Canada** and **Hydro**.

**SCHEDULE 5.1**

**THE NORWAY HOUSE RESOURCE MANAGEMENT AREA**

The **Norway House Resource Management Area** shall be the area shown on Plan 5.1 attached to and forming part of this Schedule.



BOUNDARIES  
of the  
NORWAY HOUSE  
RESOURCE MANAGEMENT AREA

PLAN 51. Attached to and forming part of  
the Agreement between Canada, Manitoba,  
Norway House Cree Nation and Hydro dated

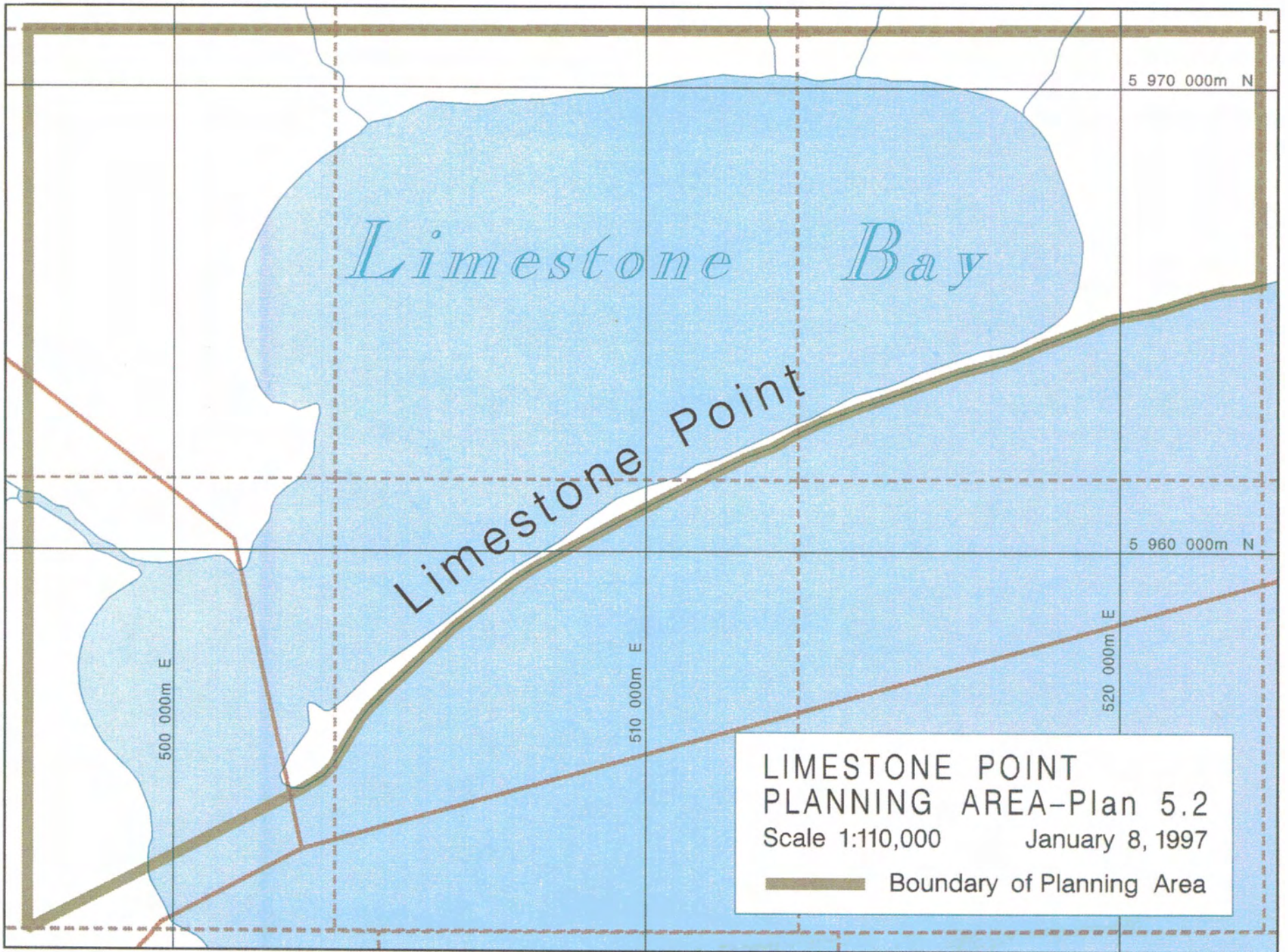
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## **SCHEDULE 5.2**

### **THE LIMESTONE POINT PLANNING AREA**

The Limestone Point Planning Area shall be the area shown on Plan 5.2 attached to and forming part of this Schedule.





# **NORWAY HOUSE CREE NATION**

**Master Implementation Agreement**

## **Article 6**

***Indian Moneys***

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## ARTICLE 6

### 6.0 INDIAN MONEYS

#### 6.1 INTRODUCTION

6.1.1 Introduction. This Article 6 describes arrangements for those portions of the **Settlement Proceeds** which may be subject to subsection 35(4) of the Indian Act (Canada).

#### 6.2 EXEMPTIONS FROM INDIAN MONEYS REQUIREMENTS

6.2.1 Legislation. **Canada** will recommend legislation to Parliament to provide that subsection 35(4) of the Indian Act (Canada) does not apply to this **Agreement** or to the **Settlement Proceeds**.

6.2.2 Alternative to Specific Legislation. If the legislation contemplated by Article 6.2.1 has not been previously enacted and proclaimed, then, if other legislation has been enacted and proclaimed which authorizes the transfer and administration of **Indian Moneys** to trust arrangements of the kind set forth in the **Indenture**, then each **Party** shall take the steps pursuant to that legislation to accomplish the transfer and administration of all **Settlement Proceeds** to and under the trust arrangements set forth in the **Indenture**.

#### 6.3 PAYMENT OF INTEREST TO THE TRUST

6.3.1 Amounts. If the legislation contemplated in Articles 6.2.1 or 6.2.2 has not been proclaimed prior to December 30, 2003, then the twenty-eight million (\$28,000,000.00) dollar **Hydro Bonds** shall be divided and bonds in the aggregate amount of eighteen million, five hundred thousand (\$18,500,000.00) dollars shall be issued and delivered to **Canada**, pursuant to subsection 35(4) of

the Indian Act, in trust, for the use and benefit of **Norway House Cree Nation** and bonds in the aggregate amount of nine million, five hundred thousand (\$9,500,000.00) dollars shall be issued in the name of the **Corporate Trustee** on behalf of the **Trust**. When legislation permits, the bonds shall be returned by **Canada** to **Hydro** together with the requisite transfer documents and **Hydro** shall issue replacement bonds in the name of the **Corporate Trustee** on behalf of the **Trust** or if the bond has matured, any **Settlement Proceeds** held by **Canada** shall be paid or delivered to the **Corporate Trustee** on behalf of the **Trust**. Notwithstanding the terms and conditions of the **Hydro Bond** specified in Schedule 1.4, for the purposes of this Article 6.3.1, the **Hydro Bond** may be issued and redeemed in denominations other than in multiples of one million (\$1,000,000.00) dollars.

6.3.2 Transfer of Interest to the Trust. On or before **Canada's** receiving any interest on the **Hydro Bond**, as contemplated by Article 6.3.1, **Canada** shall make an order under section 69 of the Indian Act (Canada) providing that the interest received by **Canada** or earned by **Canada** on the principal, shall be transferred to the **Trust**.

#### 6.4 SUBSEQUENT LEGISLATION

6.4.1 Subsequent Article 6.2.1 Legislation. If it appears that the legislation referred to in Article 6.2.1 will not be enacted and proclaimed prior to December 30, 2018, **Canada** shall recommend to Parliament that such legislation include provision for the transfer to the **Trust** of all **Settlement Proceeds**, if any, held by **Canada**.

6.4.2 Subsequent Article 6.2.2 Legislation. If legislation of the kind referred to in Article 6.2.2 or 6.4.1 is proclaimed subsequent to December 30, 2018, each **Party** shall take the steps necessary pursuant to the proclaimed legislation to accomplish the transfer and administration of all **Settlement Proceeds**, if any, to and under the provisions of the **Trust**.

6.4.3 Maturity of Hydro Bonds Held by Canada. If no legislation of the kind contemplated in Article 6.2.1, 6.2.2 or 6.4.1 is enacted and in force prior to December 30, 2018, and any **Settlement Proceeds** paid or payable by **Hydro** are held by **Canada** for the use and benefit of **Norway House Cree Nation** then **Canada** and **Norway House Cree Nation** will immediately enter into negotiations to facilitate the timely transfer of any **Settlement Proceeds** then held by **Canada** to the **Trust** in accordance with applicable legal authorities.

# **NORWAY HOUSE CREE NATION**

**Master Implementation Agreement**

## **Article 7**

***Environmental Monitoring  
and Investigation***

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## ARTICLE 7

### 7.0 ENVIRONMENTAL MONITORING AND INVESTIGATION

#### 7.1 INTRODUCTION

7.1.1 Introduction. This Article 7 establishes an environmental monitoring agency of the **Norway House Cree Nation** and establishes and describes the arrangements to coordinate environmental monitoring and share the information developed among the **Parties**.

7.1.2 Legislation. Nothing in this Article shall require any **Party** to take any action in relation to environmental monitoring not otherwise provided for in this **Agreement** or required by statute or regulation. Further, this Article does not modify or exempt any **Party** from any requirement related to environmental monitoring arising under this **Agreement** or imposed by statute or regulation.

#### 7.2 NORWAY HOUSE ENVIRONMENTAL MONITORING AGENCY

7.2.1 Establishment. **Chief and Council** on behalf of **Norway House Cree Nation** shall establish the **Norway House Environmental Monitoring Agency** as an agency of the **Norway House Cree Nation** government. The **Norway House Environmental Monitoring Agency** shall function independently of **Canada, Manitoba, and Hydro**, but may conduct environmental monitoring activities by agreement, jointly with any, or all of the other **Parties**.

7.2.2 Composition. The organizational structure and staffing, of the **Norway House Environmental Monitoring Agency** shall be determined by **Chief and Council** from time to time.

7.2.3 Purpose. The role of the **Norway House Environmental Monitoring Agency** is to monitor, identify, and assess the environmental conditions and the impacts of the **Project** on **Reserve** and



within the **Norway House Resource Management Area** in accordance with its duties as set out in Article 7.2.4.

7.2.4 Duties. The responsibilities of the **Norway House Environmental Monitoring Agency** shall include:

- (a) to receive, analyze, and report to **Chief and Council** on information:
  - (i) supplied by **Hydro** under Article 2,
  - (ii) supplied by the other **Parties** under this Article,
  - (iii) supplied by or obtained from any other source;
- (b) to produce such environmental information as is possible, based on the actual funding received from **Pre-determined Compensation**, if any, and other compensation referenced in Article 7.3.6, on the environmental conditions existing on affected areas of both the **Reserve** and the **Norway House Resource Management Area** from the **Date of this Agreement**;
- (c) to gather data on environmental conditions on **Reserve** and within the **Norway House Resource Management Area** on an ongoing basis;
- (d) to collect information on environmental conditions relevant to the **Norway House Resource Management Area**;
- (e) to establish an environmental resource library;
- (f) to recommend to **Chief and Council** the nature and scope of environmental investigation and monitoring activities to be undertaken in relation to **Adverse Effects**, including, without limiting the generality of the foregoing, **Adverse Effects** referred to in Article 12.4, on **Reserve** and within the **Norway House Resource Management Area**;
- (g) to provide such information as is within its possession and as is requested by **Claims Officers** and Panels in relation to claims for compensation submitted under Article 10; and
- (h) to perform such other duties as **Chief and Council** may assign.

### 7.3 PROGRAM, BUDGET AND FINANCING

7.3.1 Annual Program and Budget. The **Norway House Environmental Monitoring Agency** shall, on or before September 1 in each year, submit an annual program and budget for the next fiscal year of the **Trust to Chief and Council**. In addition, at any time during a fiscal year of the **Trust the Norway House Environmental Monitoring Agency** may submit a supplementary program and budget to **Chief and Council**:

- (a) in response to any environmental concern which may arise; or
- (b) to request funds in accordance with Section 17.16 of the **Indenture** from the **Environmental Monitoring Sub-account**.

7.3.2 Budget Components. The budget may include anticipated requirements for:

- (a) staff, facilities, equipment, and administration;
- (b) technical assistance;
- (c) the commissioning of environmental investigation and monitoring activities in relation to **Adverse Effects on Reserve** and in the **Norway House Resource Management Area**, and without limiting the generality of the foregoing, including those **Adverse Effects** referred to in Article 12.4;
- (d) the direction or preparation of environmental studies, investigations or other work, including, without limitation:
  - (i) investigations of the apprehended or actual implications of development within the **Norway House Resource Management Area**, and
  - (ii) studies of environmental aspects of regulatory, or other joint resource management proposals, under Article 5;
- (e) research, publications, and public education in connection with environmental activities;
- (f) community consultation in connection with environmental activities and findings;

- (g) the **Norway House Cree Nation** preparation for, and participation in, meetings and related activities contemplated in Article 7.4; and,
- (h) such other environmental activities as **Chief and Council** may direct, including without limiting the generality of the foregoing, environmental audits, impact statements or impact assessments.

7.3.3 Financing from Pre-determined Compensation. For a period of five (5) years from the **Date of this Agreement**, the full amount of all **Pre-determined Compensation**, if any, or other compensation under Article 2.5.6, subject to the limit in Article 7.3.6, paid or payable during those five (5) years, shall be allocated by the **Trustees** to the **Environmental Monitoring Sub-account**. These funds shall be used by the **Norway House Environmental Monitoring Agency**, as approved by **Chief and Council**, to produce environmental information as provided by Article 7.2.4(b).

7.3.4 Financing from Pre-determined Compensation after the Initial Five (5) Year Period. After the initial five (5) year period, **Chief and Council** on behalf of **Norway House Cree Nation**, by **Council Resolution**, shall direct the percentage of **Pre-determined Compensation** or other compensation under Articles 2.5.6, 2.5.7 and 2.5.10 which shall be allocated by the **Trustees** to the **Environmental Monitoring Sub-account** to fund the activities of the **Norway House Environmental Monitoring Agency**, provided that a minimum of forty (40%) per cent of any **Pre-determined Compensation** shall be so directed.

7.3.5 Financing through Community Approval Process. In addition to, but not in substitution for the funding from the **Environmental Monitoring Sub-account**, **Chief and Council** shall have authority to request moneys through the **Community Approval Process** from the **Community Development Account** to fund the **Norway House Environmental Monitoring Agency**.

7.3.6 Minimum Funding. If under Article 2.5.6 **Pre-determined Compensation** is returned and other compensation is paid, the amount of such other compensation to be allocated under Article 7.3.3

to the **Environmental Monitoring Sub-account** to fund the activities of the **Norway House Environmental Monitoring Agency** shall not be less than the lesser of the amount of **Pre-determined Compensation** returned or the amount of compensation paid under Article 2.5.6.

7.3.7 No Warranty. There is no warranty, express or implied, by **Canada, Manitoba, or Hydro** that the funding arrangement contemplated by this Article 7.3 will be adequate to meet the requirements of programs and activities proposed or undertaken, or approved by **Norway House Cree Nation or Chief and Council**, pursuant to this Article 7.

#### 7.4 FOUR PARTY ARRANGEMENTS

7.4.1 Responsibility. **Chief and Council** on behalf of **Norway House Cree Nation** shall be responsible for scheduling and convening meetings in accordance with this Article 7.4.

7.4.2 Meetings. One (1) meeting will be held in each calendar year within thirty (30) days of October 15 unless otherwise agreed in writing.

7.4.3 Representatives of the Parties. The **Parties** will arrange for their respective representatives to attend such meetings.

7.4.4 Convenor of Meetings. Not later than sixty (60) days in advance of each meeting **Chief and Council** on behalf of **Norway House Cree Nation** will request in writing any information or materials of contemporary relevance to the **Norway House Resource Management Area** it requires from the **Parties**, coordinate the date, time, place in Manitoba and agenda and arrange pertinent documents to be exchanged prior to the meeting.

7.4.5 Expenses. Each **Party** will bear the costs of its own representatives in attending such meeting.

7.4.6 Disclosure. The **Parties** agree, upon request of **Chief and Council**, to provide such disclosure of information of contemporary relevance to the **Norway House Resource Management Area**, as would otherwise be available under The Freedom of Information Act (Manitoba) or the Freedom of Information Act (Canada), or successor legislation as applicable.

7.4.7 Purposes. The purposes of the meetings, and associated exchanges of information, are to:

- (a) discuss the plans of any **Party** to conduct investigations of environmental conditions in or near the **Norway House Resource Management Area**;
- (b) discuss contemplated environmental monitoring or investigations of any **Party** in or near the **Norway House Resource Management Area**, pursuant to provisions of this **Agreement** or any statute or regulation;
- (c) consider whether, and to what extent, it is practical to adjust any activities under Articles 7.4.7 (a) or (b), to accommodate the environmental assessment interests of the other **Parties**, without prejudicing the interests of the **Party** conducting the activities; and,
- (d) discuss whether, and to what extent, the results of any environmental audit, impact statement or impact assessment may be made available to other **Parties**.

7.4.8 No Arbitration. Notwithstanding Article 11, the (4) four **Party** arrangements contemplated in Article 7.4.7 are consensual in nature and disagreements or disputes thereunder may not be referred to arbitration or court pursuant to this **Agreement**.

7.4.9 End of Obligation. The four (4) **Party** arrangement contemplated in this Article 7.4 may be held in abeyance or terminated by the mutual agreement of all **Parties**, and shall, unless otherwise agreed, terminate at the end of the **Project**. If **Chief and Council** fail to convene an annual meeting contemplated under this Article 7.4, any other **Party** may, but shall be under no obligation to, convene such a meeting.

# **NORWAY HOUSE CREE NATION**

**Master Implementation Agreement**

## **Article 8**

***Settlement Proceeds  
and Federal and Provincial  
Funding and Programming***

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## ARTICLE 8

### 8.0 SETTLEMENT PROCEEDS AND FEDERAL AND PROVINCIAL FUNDING AND PROGRAMMING

#### 8.1 INTRODUCTION

8.1.1 Introduction. This Article 8 sets forth standards for, and procedures to describe, the relationship between the use of **Settlement Proceeds** by **Norway House Cree Nation**, and:

- (a) the provision of **Normal Funding and Programming** to **Norway House Cree Nation** by **Canada** and **Manitoba**; and
- (b) any programs of **Hydro**.

#### 8.2 PROVISIONS APPLICABLE TO CANADA

8.2.1 Programs of Canada. The receipt, application or disbursement of **Settlement Proceeds** by, or for the benefit of, **Norway House Cree Nation**, in accordance with this **Agreement** and the provisions of the **Indenture** shall not be considered as substitutes for **Normal Funding and Programming** which may otherwise be made available by **Canada**.

8.2.2 Standards for Decisions. Decisions on such **Normal Funding and Programming** by departments of the government of **Canada** shall be made in accordance with the principles set out in Article 8.2.1, and without limiting the generality of the foregoing, the principles set out below shall apply.

- (a) Where **Normal Funding and Programming** are based on assessments of the financial needs of First Nations, their members, or their members ordinarily resident on reserve, a reduction of **Norway House Cree Nation** need shall not reduce the

quantum of such **Normal Funding and Programming** to the extent that such a reduction of need is reasonably attributable to, or results from, the receipt, application or expenditure of **Settlement Proceeds**.

- (b) Where **Normal Funding and Programming** are based on applications to be submitted, it shall be the applicant's responsibility to make application in an appropriate form on a timely basis. In appraising the merits of, and making decisions on, such applications, departments of the government of **Canada** shall not reject applications based on the availability or expenditure of **Settlement Proceeds**. However, the availability or expenditure of **Settlement Proceeds** may be taken into account where such availability or expenditure would make the decision more favourable to **Norway House Cree Nation** or the applicant, such as, without limiting the generality of the foregoing, where the provision or investment of equity or matching or qualifying funds is required or permitted in connection with the application process.
- (c) Where **Normal Funding and Programming** is based on quantitative formulae reflecting statistical measures of demographic and other characteristics of First Nations, such formulae shall not be designed, developed or applied so as to substitute the availability, or expenditure, of **Settlement Proceeds** for **Normal Funding and Programming** which, in the absence of those **Settlement Proceeds**, would be, or would have been, available.
- (d) Where **Normal Funding and Programming** are administered by a board, panel or other entity appointed by **Canada**, but with independent decision making authority with respect to the provision of funding or the application or administration of the program, the program design shall provide to **Norway House Cree Nation, Chief and Council**, any **Member**, group of **Members** or **Community Organization**, treatment which is the same as or similar to that provided to other First Nations or their members in comparable circumstances.

- (e) Where **Settlement Proceeds** are expended to construct **Capital Works** on **Reserve**, it shall be the responsibility of **Norway House Cree Nation** to provide or obtain funding for the **Operations and Maintenance** of such **Capital Works**. **Canada** shall not be obliged to, but may, in its discretion, provide funding for **Operations and Maintenance** of such **Capital Works**. **Operations and Maintenance** funding shall be available to **Norway House Cree Nation** to the same extent it is available to other First Nations which fund capital works and infrastructure out of sources other than **Normal Funding and Programming**.

8.2.3 Disclosure. **Chief and Council** on behalf of **Norway House Cree Nation** shall provide **Canada** on a timely basis with all information reasonably requested by **Canada** to meet the requirements of the **Normal Funding and Programming** to which the provisions of this Article 8 apply. Upon the request of either **Canada** or **Chief and Council** on behalf of **Norway House Cree Nation**, a meeting shall be held to review the adequacy or reasonableness of the information requested or provided.

8.2.4 Assignment. If responsibility for the provision of some or all **Normal Funding and Programming** is transferred by **Canada** to an entity or agency not forming part of the Government of Canada, the provisions of Articles 8.2 and 8.5 respecting **Canada** may be assigned to that entity or agency, subject to the following conditions:

- (a) the provisions of this Article 8 are without prejudice to the positions of **Canada** and the **Norway House Cree Nation** with respect to any such transfer or proposed transfer of responsibilities; and
- (b) no such assignment will be permitted unless there are reservations in favour of **Norway House Cree Nation** of all rights, privileges and responsibilities under the provisions of Articles 8.2 and 8.5 applicable to **Canada**, in a form which binds such

assignees or successors in interest.

8.2.5 Notice. **Chief and Council** on behalf of **Norway House Cree Nation** shall provide notification to **Canada** and or to any assignee pursuant to Article 8.2.4 as soon as it becomes known that the allocation of **Normal Programming and Funding** may be or may have been affected by the expenditure of **Settlement Proceeds** contrary to the provisions of Article 8.2. If any dispute is not resolved between **Norway House Cree Nation** and **Canada**, or its assignee, within a reasonable period of time, it shall be the responsibility of **Canada** or its assignee, or **Chief and Council** on behalf of **Norway House Cree Nation**, to submit the matter to arbitration and advance the resolution of the dispute on a timely basis.

8.2.6 Emergencies. The procedures set out above will not preclude or prejudice consideration of any application by **Norway House Cree Nation** for assistance in the event of emergencies. Articles 8.2 and 8.5 shall not be construed to mean that such emergency funding is or will be available.

8.2.7 Compensation Lands. It is understood, as between **Canada** and **Norway House Cree Nation**, that **Normal Funding and Programming** allocations to **Norway House Cree Nation** will be neither restricted from application to the **Compensation Lands**, nor increased by reason of the **Compensation Lands** other than as may result from the fair application of general **Normal Funding and Programming** policies of **Canada**, unless **Canada** and **Chief and Council** on behalf of **Norway House Cree Nation** otherwise agree in the future.

8.2.8 Changes. Subject to Article 8.2.1, it is understood as between **Canada** and **Norway House Cree Nation** that federal policy changes may, from time to time, have an impact on the allocation of **Normal Funding and Programming**. **Canada** will provide notice of policy changes to **Norway House Cree Nation** within the same time frames and in the same manner as the information

is made available to other First Nations.

### 8.3 PROVISIONS APPLICABLE TO MANITOBA

8.3.1 Manitoba Programs. The receipt, application or disbursement of **Settlement Proceeds** by, or for the benefit of **Norway House Cree Nation**, shall not be considered substitutes for **Normal Funding and Programming** available to communities, residents, or groups of residents of Manitoba, under the normal program criteria of **Manitoba** in effect from time to time.

8.3.2 Considerations. In considering requests for **Normal Funding and Programming**, **Manitoba** shall:

- (a) consider all requests in accordance with program criteria in existence from time to time; and
- (b) provide **Normal Funding and Programming**, subject to there being unexpended moneys within the existing budget of the relevant program, without reduction in the amounts which would be available in the absence of **Settlement Proceeds**.

### 8.4 PROVISIONS APPLICABLE TO HYDRO

8.4.1 Hydro Programs. The receipt, application or disbursement of **Settlement Proceeds** by, or for the benefit of, **Norway House Cree Nation**, is not intended to disentitle or disadvantage **Norway House Cree Nation** or **Members** from the opportunity to participate in or receive the full benefit of any general business opportunity, employment or training policies of **Hydro**, in force from time to time, relating to aboriginal peoples in Northern Manitoba. **Hydro** and **Norway House Cree Nation** agree to have their respective representatives meet on the **Reserve** at least once every year to identify opportunities, if any, for **Members** or **Community Organizations** to apply or compete for, or participate in, **Hydro**-related business, employment and training opportunities.

## 8.5 GENERAL PROVISIONS

8.5.1 No Requirement. Except for the purpose of compliance with the standards set out in Article 8.2 in respect of **Canada**, and Article 8.3 in respect of **Manitoba**, nothing in this Article 8 shall, or shall be deemed to, require the provision of any **Normal Funding and Programming** by the governments of **Canada** or of **Manitoba**. Nothing in this Article 8 shall require the maintenance or continuation of any **Normal Funding and Programming**, or require that any particular terms or form of **Normal Funding and Programming** be established or maintained.

8.5.2 Exclusion. If **Canada**, **Manitoba** or **Hydro** should establish a program of compensation, and the program by its terms and conditions, excludes a class or classes of First Nations, communities or persons who have previously received compensation, with respect to those matters for which such program is established, and **Norway House Cree Nation** or any **Member** is within the scope or definition of such a class or classes which are excluded from, or not included in the program, the provisions of Articles 8.2, 8.3 or 8.4 shall not apply to that program.

8.5.3 Potable Water. **Norway House Cree Nation** is entitled to **Normal Funding and Programming** in relation to the provision of potable water and sewer services as set out in the agreement among **Canada**, the Northern Flood Capital Reconstruction Authority Inc., the Northern Flood Committee Inc., and the Cross Lake, Nelson House, **Norway House Cree Nation**, York Factory and Split Lake Bands pursuant to Article 6.1 of the **NFA** and dated May 10, 1988. Nothing in this Article 8 shall change that agreement.

8.5.4 Termination. If the **Trust** is wound up or has **Assets** of less than one hundred thousand (\$100,000.00) dollars, the provisions of this Article 8 applicable to **Canada** shall be terminated for subsequent periods of **Normal Funding and Programming**. Such termination shall not

affect the rights of **Norway House Cree Nation** or **Canada** or its assignee in connection with disputes regarding the provision of **Normal Funding and Programming** with respect to periods prior to such termination.

8.5.5 Manitoba. If the **Trust** is wound up or has **Assets** of less than one hundred thousand (\$100,000.00) dollars, the provisions of this Article 8 applicable to **Manitoba** shall be terminated for subsequent periods of **Normal Funding and Programming**. Such termination shall not affect the rights of **Norway House Cree Nation** or **Manitoba** or its assignee in connection with disputes regarding the provision of **Normal Funding and Programming** with respect to periods prior to such termination.

# **NORWAY HOUSE CREE NATION**

**Master Implementation Agreement**

## **Article 9**

***Future Development***



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## ARTICLE 9

### 9.0 FUTURE DEVELOPMENT

### 9.1 INTRODUCTION

9.1.1 Introduction. This Article 9 sets forth planning principles and processes in relation to **Future Development**.

### 9.2 FUTURE PROJECT DEVELOPMENT

9.2.1 No Implied Concurrence. Nothing in this Article 9 shall imply concurrence with or approval by **Norway House Cree Nation** or **Canada** of any **Existing Development** or **Future Development** or operation of any portion of the **Project**.

9.2.2 Notice. **Hydro** has a very preliminary concept for development at Sea River Falls but since the site for that development is to be transferred to **Norway House Cree Nation** as **Compensation Lands**, **Hydro**, at the **Date of this Agreement**, is no longer actively considering any **Future Development**. The only **Project** development being contemplated in **Hydro's** twenty (20) year Capital Forecast (1996) is:

- (a) redevelopment of the Notigi Control Structure, which is located in the Nelson House Resource Management Area, for power generation;
- (b) development of a dam and generating facility at Taskinigup Falls ("Wuskwatim") which are located in the Nelson House Resource Management Area; and
- (c) development of a dam and generating facility at Gull Rapids which is located in the Split Lake Cree Resource Management Area.

**Hydro** shall at least annually provide to **Norway House Cree Nation** a letter reconfirming that it is not actively considering a **Future Development** if that is the case or, if not, stating that it is actively

considering a **Future Development**. If at any time, a **Future Development** is being actively considered, in addition to so advising in its annual letter, **Hydro** shall give written notice of its intention to commence the planning process outlined in Article 9.3 ("Notice") to **Norway House Cree Nation** as early as practicable in the planning stages of the **Future Development** and before irrevocable decisions are made by **Hydro** concerning the design of such **Future Development**. After Notice is given in relation to such contemplated **Future Development**, **Hydro** and **Chief and Council** on behalf of **Norway House Cree Nation** agree to conduct the planning process outlined in Article 9.3 and, in the context of such planning process, to consider the issue of **Future Development** compensation under Articles 9.4.1 to 9.4.6. Notwithstanding the general submission to arbitration in this **Agreement**, the obligation of **Hydro** to give Notice under this Article 9.2.2 may be enforced by application to the Court of Queen's Bench of Manitoba.

9.2.3 Documents. **Hydro** represents that, at the **Date of this Agreement**, there are no planning, engineering, environmental and other like reports which have been finalized by **Hydro** in relation to **Future Development**, but **Hydro** agrees that if such reports are finalized in the future, it shall provide to **Norway House Cree Nation**, in a timely fashion:

(a) copies of any such finalized report, which is current and relevant to an option for **Future Development** being considered by **Hydro**; and

(b) relevant supporting data that **Norway House Cree Nation** may reasonably require;

and which would be subject to disclosure under The Freedom of Information Act (Manitoba), if a request under such Act were made and such Act were applicable.

### 9.3 PLANNING PROCESS

9.3.1 Annual Meeting. Following, but not prior to, Notice under Article 9.2.2, **Hydro** agrees to annually convene in Manitoba, a special meeting with, or attend a regular meeting of, **Chief and Council** and its advisors:

- (a) to review work undertaken by **Hydro** since the **Date of this Agreement** or the last annual meeting in relation to **Future Development**;
- (b) to review any physical works related to **Future Development** which **Hydro** intends to construct in the coming year;
- (c) to review the draft work plan prepared by **Hydro** under Article 9.3.4;  
and
- (d) to discuss issues and concerns relevant to **Future Development**.

Prior to such annual meeting, **Hydro** shall provide **Chief and Council** on behalf of **Norway House Cree Nation** with a copy of its proposed work plan and **Hydro** and **Chief and Council** shall exchange copies of any planning, engineering or environmental report or study in relation to **Future Development** which has been finalized during the period since the **Date of this Agreement** or last annual meeting and which would be subject to disclosure under the standards of disclosure of The Freedom of Information Act (Manitoba), if a request under such Act were made and such Act were applicable.

9.3.2 Process. Prior to making its final selection of its option for **Future Development**, **Hydro** shall:

- (a) with respect to each option for **Future Development** being considered by **Hydro**, provide to **Chief and Council** on behalf of **Norway House Cree Nation**:
  - (i) maps showing potential sites,
  - (ii) detailed descriptions of each option for development including anticipated impacts on water levels and rates of change in water levels on water bodies such as lakes and rivers in the **Norway House Resource Management Area**,
  - (iii) maps showing the extent of inundation,
  - (iv) an outline of anticipated positive and negative effects on water bodies in the **Norway House Resource Management Area**,

and as changes are made, up-date such maps, descriptions and outline and provide same to **Norway House Cree Nation**;

- (b) advise **Canada** and **Chief and Council** on behalf of **Norway House Cree Nation** which options for **Future Development**, if any, could not proceed without an arrangement for the taking or using of **Reserve Lands**, an amendment to the **Inundation Easement**, an amendment to the **Spider Lake Easement**, or the granting of a new easement on **Reserve Lands**;
- (c) in consultation with **Chief and Council**, identify any issues of particular concern or importance to **Norway House Cree Nation** and **Members**;
- (d) in consultation with **Chief and Council**, identify and review potential positive and negative effects on **Norway House Cree Nation** and **Members** which would result from each option for **Future Development**;
- (e) undertake such studies and investigations as are necessary to obtain a reasonable assessment and understanding of such potential effects which have been identified and after consultation with **Chief and Council**, consider reasonable design modifications which could eliminate or alleviate any identified **Adverse Effects**;
- (f) after consultation with **Chief and Council**, identify, design and cost mitigatory and remedial works which are reasonable to alleviate anticipated **Adverse Effects** which cannot be eliminated by design modifications;
- (g) in consultation with **Chief and Council**, consider practical and reasonable ways in which **Norway House Cree Nation** can benefit from such **Future Development**;
- (h) in consultation with **Chief and Council**, determine which option for **Future Development**, if any, is preferred by **Norway House Cree Nation**;
- (i) if an amendment to the **Inundation Easement** or a new easement or some other arrangement is required for the taking or using of **Reserve Lands** to accommodate such **Future Development**, obtain from **Norway House Cree Nation** and **Canada**

agreement to provide such arrangement, new easement or amendment to the **Inundation Easement**;

- (j) pursuant to Article 9.4, in consultation with **Chief and Council**, develop a proposal to compensate **Norway House Cree Nation** for **Adverse Effects** which are not mitigated or remediated by the **Future Development** and which cannot be otherwise reasonably eliminated or alleviated;
- (k) in relation to the **Norway House Resource Management Area**, identify in a reasonably timely manner:
  - (i) any employment opportunities related to **Future Development** which may be available for **Members** including any pre-requisite education or training, and
  - (ii) any business opportunities related to **Future Development** which may be available to **Norway House Cree Nation** and **Members**; and
- (l) consult with **Chief and Council** about any other relevant matter related to selecting an option for **Future Development**.

9.3.3 Joint Studies. Whenever a study or investigation of an issue of particular concern or importance to **Norway House Cree Nation** and **Members** is required under Article 9.3.2, **Norway House Cree Nation** and **Hydro** agree that, if practicable and reasonable, such study or investigation, including the establishment of the terms of reference for same, shall, subject to Article 9.3.4, be undertaken by them jointly and with others who may also be affected.

9.3.4 Work Plan and Budget. At least annually **Hydro** shall prepare a work plan outlining the nature and scope of any work, including any consultation, study or investigation which it anticipates it will undertake to meet the process obligations under Article 9.3.2 during the coming year, and **Chief and Council**, in consultation with **Hydro**, shall prepare, and where appropriate revise, a budget for the reasonable costs which **Chief and Council** anticipates **Norway House Cree**

**Nation** will incur in order to participate in the work plan including, where activities under Articles 9.3.5, 9.3.7 and 9.4.2 are contemplated in the work plan, the reasonable costs which **Chief and Council** anticipates **Norway House Cree Nation** will incur in relation to those activities. If **Hydro** approves such budget, or it is approved by the **Arbitrator**, **Hydro** agrees to pay such costs, including the reasonable fees of a **Member** who has been retained as an expert, and the reasonable costs of out-of-pocket expenses necessarily incurred by **Norway House Cree Nation** to have **Members** representing **Norway House Cree Nation** at any meetings or in any of the processes under Article 9, provided that:

- (a) the actual invoice reflects the budget; and
- (b) the work done accords with the work outlined in the budget.

Except for the reasonable fees of a **Member** retained as an expert, **Hydro** may, but shall not be required under this Article 9.3.4 to, pay or reimburse **Norway House Cree Nation** for:

- (c) any salary, honoraria, fees, per diems or other similar charges, for the participation or involvement of any **Member**; and
- (d) any costs in relation to the arbitration of a dispute.

This Article 9.3.4 will not preclude an award of costs under Article 11.4.

9.3.5 **Norway House Cree Nation Co-operation.** Subject to Article 9.3.7 and a budget approved under Article 9.3.4, **Norway House Cree Nation** agrees that **Chief and Council** will cooperate with **Hydro** on a timely basis as contemplated in Articles 9.3.1, 9.3.2 and 9.3.3 including the annual meetings, consultations, joint studies and planning processes. **Norway House Cree Nation** also agrees that **Chief and Council**, on its behalf, will also cooperate with **Hydro** to:

- (a) identify areas of concern and importance to **Norway House Cree Nation** and **Members**;
- (b) facilitate the gathering of information from **Members** in relation to the **Reserve** and the **Norway House Resource Management Area**;

- (c) facilitate communication between **Hydro** and **Members**; and
- (d) if applicable, inform **Hydro** and **Canada**, in writing, whether it is prepared to have a new easement granted on, or to make other arrangements for the taking or using of, **Reserve Lands** or, to have the **Inundation Easement** or the **Spider Lake Easement** amended if required to accommodate **Future Development**.

9.3.6 **Hydro Decisions.** Subject to Article 9.5.2, **Hydro** maintains its discretion to:

- (a) determine under Article 9.3.4 its annual work plan and the extent, scope and timing of work required to meet its obligations under Article 9.3.2;
- (b) determine options for consideration and select the option for **Future Development** with which it will proceed;
- (c) adopt, amend or terminate its employment and business opportunities policies;
- (d) design any works, structure or development forming any part of **Future Development**; and
- (e) subject to applicable laws, initiate federal or provincial regulatory review processes in relation to such **Future Development**.

Accordingly, without in any way limiting or restricting the undertaking of **Hydro** or the requirement to act in good faith and, notwithstanding the provisions of Article 11, no dispute under Article 9 respecting any decision of **Hydro** relating to those matters outlined in Articles 9.3.6 (a), (b), (c), (d) and (e) is referable to arbitration or is otherwise justiciable under this **Agreement**. Notwithstanding the generality of the foregoing, disputes under Article 9.3.4, in relation to the reasonable costs of **Norway House Cree Nation** to participate in the work plan and, where the work plan proposes a study which under Article 9.3.3 is to be undertaken by **Chief and Council** on behalf of **Norway House Cree Nation**, and **Hydro** jointly, disputes in relation to the terms of reference for same, are referable to arbitration under Article 11.4.

9.3.7 **Reconsideration.** Prior to proceeding with any joint study, survey, referendum



or other process under this Article 9 requiring the participation of, or otherwise involving, **Adult Members** generally, **Chief and Council** on behalf of **Norway House Cree Nation** may, and at the request of **Hydro** will:

- (a) hold a public meeting of **Members** to determine if the **Adult Members** will co-operate in such process; and
- (b) advise **Hydro** of the results of such public meeting of **Adult Members** and if it will co-operate as contemplated under Articles 9.3.5, 9.4.2 and 9.4.3.

9.3.8 **Hydro Relieved.** If **Chief and Council** on behalf of **Norway House Cree Nation** advises **Hydro** that there will not be co-operation as contemplated in Article 9.3.5, 9.4.2 and 9.4.3, either as the result of a determination under Article 9.3.7 or otherwise, or if **Chief and Council** fails to participate in studies, consult with **Hydro**, attend annual meetings, identify concerns, communicate or provide information or otherwise fails to co-operate as contemplated in Articles 9.3.5, 9.4.2 and 9.4.3, **Hydro** may apply to the **Arbitrator** for an order relieving it from its obligations under Article 9.4.7(a), and any other obligation under this Article 9 which cannot be met without such co-operation. The **Arbitrator** shall have no authority to relieve **Hydro** from its obligations under an easement or to obtain, if required, an amendment to an easement, a new easement or other arrangement in relation to the taking or using of **Reserve Lands**. The provisions of Article 11.4 will be applicable to any arbitration under this Article 9.3.8.

9.3.9 **Not Effective.** Unless and until **Hydro** gives Notice under Article 9.2.2 or a court has determined such notice is required to be given by **Hydro**, none of the provisions of Articles 9.3.1 to 9.3.8 inclusive, are operable or effective.

#### 9.4 **FUTURE DEVELOPMENT COMPENSATION**

9.4.1 **Compensation Program.** In selecting an option for **Future Development**, the

impacts upon **Norway House Cree Nation** and the cost and methods for compensating **Norway House Cree Nation** and **Members** for **Adverse Effects** attributable to such **Future Development**, are relevant considerations to be addressed as early in the process as feasible. If and when **Hydro** gives Notice under Article 9.2.2, **Hydro** and **Norway House Cree Nation** agree, in conjunction with the Planning Process under Article 9.3, to address the issue of compensation in relation to such **Future Development** under Articles 9.4.2 to 9.4.6, inclusive. In the absence of a Notice from **Hydro** under Article 9.2.2, Articles 9.4.2 to 9.4.6, inclusive, shall be inoperative and ineffective.

9.4.2 Consultation and Study. To address compensation issues, **Chief and Council** on behalf of **Norway House Cree Nation**, and **Hydro** will work together to fully assess any benefit to **Norway House Cree Nation**, and the cost and methods of compensating **Norway House Cree Nation** and **Members** for **Adverse Effects** of **Future Development**. In relation to such matters, and the acceptability of any compensation proposals, **Norway House Cree Nation** agrees that **Chief and Council** shall:

- (a) participate in compiling and providing data and information within the knowledge of **Chief and Council** and **Members**;
- (b) participate in community surveys;
- (c) participate in joint studies;
- (d) conduct polls or referenda of **Members**; and
- (e) participate in the design, implementation and analysis of compensation cost-benefit studies to ensure that such studies give appropriate weight and are sensitive to issues of concern to **Chief and Council**, **Norway House Cree Nation** and **Members**.

9.4.3 Pre-Approval. It is in the best interests of **Norway House Cree Nation** and **Hydro** to fully assess and finalize compensation issues prior to formal commencement of any federal or provincial environmental review and licensing processes for such **Future Development** and,

accordingly:

- (a) **Norway House Cree Nation** agrees that **Chief and Council** will work with **Hydro** under Article 9.3.2(j) in its effort to prepare as detailed and complete a compensation proposal as possible to address compensation for **Norway House Cree Nation** and **Members** for the known and foreseeable **Adverse Effects of Future Development**;
- (b) if **Hydro** and **Chief and Council** on behalf of **Norway House Cree Nation** are unable to jointly develop and agree upon a compensation proposal, **Hydro** shall finalize a compensation proposal and submit it to **Norway House Cree Nation** for its consideration;
- (c) **Chief and Council** on behalf of **Norway House Cree Nation** shall review the compensation proposal submitted by **Hydro** and within six (6) months advise **Hydro** if **Norway House Cree Nation** accepts or rejects the compensation proposal;
- (d) if **Chief and Council** on behalf of **Norway House Cree Nation** rejects the compensation proposal submitted by **Hydro**, and **Chief and Council** and **Hydro** are unable to agree upon an acceptable compensation proposal, then either or both **Parties** may, in accordance with the procedures in Article 11.4, submit a compensation proposal to the **Arbitrator** for approval under Article 9.4.4;
- (e) the **Arbitrator** shall fix the date for a hearing at which **Chief and Council** on behalf of **Norway House Cree Nation**, and **Hydro** will have the opportunity to submit evidence and arguments in support of or against any compensation proposal submitted under Article 9.4.3(d) which date shall fall within twenty-eight (28) days of the date the proposal is submitted. The **Arbitrator** shall issue an oral decision within three (3) days of the receipt of all evidence and final argument, with written reasons to follow in not more than twenty-eight (28) days;
- (f) at the request of both **Hydro** and **Chief and Council** on behalf of **Norway House Cree Nation** the **Arbitrator** shall waive the holding of a hearing under Article 9.4.3(e) and proceed to consider any proposals submitted under Article 9.4.3(d);

- (g) the **Arbitrator** may adjourn the hearing under Article 9.4.3(e) at any time with the consent of **Hydro** and **Chief and Council** on behalf of **Norway House Cree Nation** or, on not more than one occasion and for not more than thirty (30) days, adjourn the hearing under Article 9.4.3(e) without the consent of **Hydro** and **Chief and Council** on behalf of **Norway House Cree Nation** if, in the opinion of the **Arbitrator**, the **Parties** could agree upon a compensation proposal within that time;
- (h) hearings under Article 9.4.3 shall be held in camera, provided, however, that **Norway House Cree Nation** has the right to have any **Adult Member** attend who is prepared to treat the evidence given and documents disclosed on a confidential basis. The **Party** initiating the process shall give notice to **Canada** and **Manitoba** who may, but are not obliged, to appear at, participate in or be added as intervenors at such hearings; and
- (i) information obtained from evidence given, or from documents submitted, to the **Arbitrator**, at or for a hearing under this Article 9.4.3, shall not be made public and shall be kept confidential.

9.4.4 **Arbitrator's Power.** Based upon a review of any compensation proposals submitted under Article 9.4.3(d) and any evidence presented, including relevant information obtained and compiled pursuant to Article 9.4.2, the **Arbitrator** shall, pursuant to Article 9.4.3(e):

- (a) approve such a compensation proposal; or
- (b) reject and make recommendations for modifying such compensation proposal.

The **Arbitrator** shall have no power to amend any compensation proposal submitted under Article 9.4.3(d) or to determine compensation for the taking or using of **Reserve Land**. If the proposed **Future Development** proceeds, the compensation proposal approved by the **Arbitrator** under Article 9.4.4 shall, subject to Article 9.4.6, be binding upon **Hydro** and **Norway House Cree Nation** unless otherwise agreed to in writing by **Hydro** and **Chief and Council** on behalf of **Norway House Cree Nation**.

9.4.5 Re-submission. If no compensation proposal submitted under Article 9.4.3(d) is approved by the **Arbitrator**, either **Chief and Council** on behalf of **Norway House Cree Nation**, or **Hydro** may, at any time or times thereafter, submit new or amended compensation proposals to the same **Arbitrator** or, if the **Arbitrator** is no longer willing or able to act, to a new **Arbitrator** selected as herein provided and the provisions of Articles 9.4.3 (d), (e), (f), (g), (h) and (i) and 9.4.4 shall apply to such new compensation proposal.

9.4.6 Modifications. Either **Chief and Council** on behalf of **Norway House Cree Nation**, or **Hydro** may request that a compensation proposal agreed upon under Article 9.4.3 or approved under Article 9.4.4 be reviewed and modified, as may be required, to accommodate changes in the proposed **Future Development** resulting from federal or provincial environmental review and licensing processes. Notwithstanding such review and modification, to which process the provisions of this Article 9 shall to the extent relevant apply, and notwithstanding any appeal of the decision of the **Arbitrator**, **Hydro** may proceed at any time with the proposed **Future Development** whether or not a modified compensation proposal has been agreed upon or approved or the appeal heard and determined. Where it so proceeds, **Hydro** shall be bound by the original compensation proposal agreed to under Article 9.4.3, or approved under Article 9.4.4, unless or until a modified compensation proposal has been agreed upon or approved under Article 9.4.6.

9.4.7 Hydro Undertaking. Subject to Article 9.3.8, **Hydro** undertakes not to proceed with physical construction of any permanent dam or generating facility constituting part of **Future Development** until:

- (a) **Hydro** and **Chief and Council** on behalf of **Norway House Cree Nation** have agreed upon a compensation proposal or the **Arbitrator** has approved a compensation proposal; and
- (b) if required, amended or additional easements or other arrangements for the taking or using of **Reserve Lands**, have been agreed to by **Norway House Cree Nation**,

and if applicable **Canada**.

The undertaking of **Hydro** under Article 9.4.7 shall not prevent **Hydro** from proceeding with all of its preliminary works including, without limitation, the construction of infrastructure such as access roads and construction camps, clearing, and supply of power necessary to support and further the construction of such **Future Development**.

## 9.5 GENERAL

9.5.1 Without Prejudice. Any process under this Article 9 is without prejudice to **Canada** or **Manitoba**, except to the extent that **Canada** or **Manitoba** may specifically concur.

9.5.2 Subject to Easement. The provisions of this Article 9 are subject to the terms of, and do not alter or amend any easement provided for in this **Agreement**.

9.5.3 No Compulsion. Nothing in this **Agreement** shall compel **Norway House Cree Nation** or **Canada** to agree to amend any easement agreement provided for in this **Agreement** or to grant a new easement.

9.5.4 Relocation. Nothing in Article 9 shall compel **Norway House Cree Nation** to relocate in order to escape the impacts of the **Project**.

9.5.5 Amendment. With the consent of **Canada**, which consent shall not be unreasonably withheld, the processes outlined in Articles 9.3 and 9.4, except those relating to easements, may be amended by **Chief and Council** on behalf of **Norway House Cree Nation**, and **Hydro**.

9.5.6 No Relief. Nothing in this Article 9 relieves against any statutory requirement.

# **NORWAY HOUSE CREE NATION**

**Master Implementation Agreement**

## **Article 10**

***Compensation for  
Claims and General  
Compensation***

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## ARTICLE 10

### 10.0 COMPENSATION FOR CLAIMS AND GENERAL COMPENSATION

#### 10.1 INTRODUCTION

10.1.1 Introduction. This Article 10 deals with claims that may be advanced against the **Claims Account**, the procedure for advancing such claims against the **Claims Account**, and the relationship of such claims to other programs funded by **Trust Payments**, and makes provision for general compensation payments.

10.1.2 Claims. A claim may be advanced against the **Claims Account** by a **Claimant** for compensation for loss or damage suffered by that **Claimant** due to **Adverse Effects**, but no claim may be advanced by or on behalf of a subrogating insurer or by a **Claimant** to the extent that such loss or damage is insured. Compensation payable:

- (a) to an individual **Claimant** shall be limited to the extent that such loss or damage has not been previously compensated for by virtue of such individual **Claimant's** membership in or participation in a **Community Organization**; or
- (b) to a **Community Organization** shall be limited to the extent that individual members thereof have previously not been compensated for such loss or damage.

10.1.3 Limitation. A right to claim under Article 10.1.2 shall expire four (4) years from the later of:

- (a) the date the cause of the alleged loss or damage becomes evident to the **Claimant**;  
and
- (b) the date the **Claimant** becomes an **Adult Member**.

10.1.4 Claims on behalf of Members. Any claim of a **Member** who:

- (a) is not yet an **Adult Member**; or
- (b) is incompetent to handle his or her legal affairs;

may be brought on behalf of such **Member** by a parent, guardian or other competent **Adult Member** who **Chief and Council** have confirmed to the **Trustees**, in writing, as being a person responsible for the financial affairs of such **Member**.

## 10.2 CLAIMS PROCEDURE

10.2.1 Procedure - Claims less than \$2,000.00. Claims for less than \$2,000.00 under this Article shall be decided by a **Claims Officer** appointed under Article 10.3.2. In accordance with Article 10.6, the decision of a **Claims Officer** shall, upon application, be reconsidered by way of arbitration under Article 11.3.

10.2.2 Procedure - Claims \$2,000.00 or more. Claims for \$2,000.00 or more shall be decided by a Claims Panel of three (3) **Claims Officers** selected in accordance with Article 10.4.2 or 10.4.3. In accordance with Article 10.6, the decision of a Claims Panel shall, upon application, be reconsidered by way of arbitration under Article 11.3.

10.2.3 Majority Decision. The decision of the majority of a Claims Panel shall be the decision of that Claims Panel.

## 10.3 CLAIMS OFFICERS

10.3.1 List of Claims Officers. **Chief and Council** shall appoint and maintain a list of not less than seven (7) **Claims Officers**, qualified in accordance with Article 10.3.3, to decide claims under Articles 10.2.1 and 10.2.2. An up-to-date copy of this list shall be supplied by **Chief and Council** to any **Member** or **Community Organization** upon request.

10.3.2        Appointment of Claims Officers.        From the **Claims Officers** appointed from time to time, **Chief and Council** shall select one (1) individual **Claims Officer** to decide all claims less than \$2,000.00 in accordance with Article 10.2.1.

10.3.3        Qualifications.        A **Claims Officer** shall be a **Member** who meets all qualifications and requirements of eligibility for a **Norway House Trustee**, but neither a **Norway House Trustee** nor a member of **Chief and Council** may serve as a **Claims Officer**.

10.3.4        Term.        Subject to Article 10.3.5, the appointment of a **Claims Officer**, or a member of a Claims Panel, may be revoked at any time at the sole discretion of **Chief and Council** and shall be automatically revoked should such person cease at any time to meet the qualifications under Article 10.3.3.

10.3.5        Revocation While Claim Under Reconsideration.        When seized of a claim, the appointment of a **Claims Officer** or a member of a Claims Panel may be revoked only for cause. In such case the subject **Claimant** shall be notified by **Chief and Council** and the subject **Claimant** may elect:

- (a)        where the claim is less than \$2,000.00, to proceed directly to arbitration under Article 11.3 or have the claim resubmitted to a new **Claims Officer** appointed by **Chief and Council**; or
- (b)        where the claim is \$2,000.00 or greater, to proceed directly to arbitration under Article 11.3 or have the claim resubmitted to a new Claims Panel.

10.3.6        Undertaking.        Prior to assuming office, all **Claims Officers** shall execute an undertaking in a Schedule 10.8 form and file that executed form with **Chief and Council**.

10.3.7 Liability. **Claims Officers** shall be responsible for the fair, prudent and impartial administration of the claims procedures set out in Article 10 and provided that they act in good faith shall incur no liability arising out of their administration of such claims.

10.3.8 Conflict. No **Claims Officer** who has any interest in a claim or relationship with a **Claimant** that could impair the impartiality of such **Claims Officer** may take part in any deliberations or decisions with respect to such claim.

10.3.9 Disclosure. Upon discovery of any conflict or relationship contemplated under Article 10.3.8, the **Claims Officer** shall, in writing, forthwith notify **Chief and Council** and the **Claimant**, and the provisions of Article 10.4.4 shall apply.

10.3.10 Payment of Costs. Reasonable costs incurred by a **Claims Officer** in investigating and deciding claims shall be paid by **Chief and Council** from **Trust Payments** transferred by the **Trustees** from the **Claims Account** in accordance with Section 12.5 of the **Indenture**.

#### 10.4 APPOINTMENT OF INDIVIDUAL CLAIMS OFFICER AND SELECTION OF CLAIMS PANEL

10.4.1 Appointment of Individual Claims Officer. Where a claim is for less than \$2,000.00, the **Claim** shall be submitted to the **Claims Officer** appointed by **Chief and Council** pursuant to Article 10.3.2.

10.4.2 Selection of Claims Panel. Where a claim is for \$2,000.00 or more, the **Claims Panel** shall be selected as follows:

- (a) upon filing of a claim or upon resubmission under Article 10.3.5(b), the **Claimant** shall, in writing, select a **Claims Officer**, from the list of **Claims Officers** maintained under Article 10.3.1;
- (b) **Chief and Council** shall select a second **Claims Officer** within 7 days of receiving notice of the matter to be heard by a Claims Panel;
- (c) the two selected **Claims Officers** shall within a further period of 5 days of the last of them being selected, jointly select a third **Claims Officer**;

and the three (3) **Claims Officers** shall constitute the Claims Panel.

10.4.3 Duty of Chief and Council Regarding Selections. Where a **Claimant** fails, for any reason, to select a **Claims Officer** under Article 10.4.2, **Chief and Council** shall appoint a **Claims Officer** on behalf of the **Claimant**.

10.4.4 Replacement of Claims Officers. In the event that a **Claims Officer** is unable or unwilling to act, the person who selected that **Claims Officer** shall select a replacement **Claims Officer** from the list of **Claims Officers** maintained under Article 10.3.1.

## 10.5 CLAIMS PROCEDURE

10.5.1 Form of Claims. Claims shall be filed with **Chief and Council** in the form of Schedule 10.1.

10.5.2 Obligations of Chief and Council Upon Receiving a Claim. Forthwith upon receipt of a claim, **Chief and Council** shall:

- (a) if required, select such **Claims Officer(s)** as it is their obligation to select;
- (b) retain a copy of the claim for the records of the **Norway House Cree Nation**;
- (c) forward a copy of the claim to the selected **Claims Officer(s)**; and

- (d) following selection of the **Claims Officer(s)** send a copy of the claim and a completed notice in the form of Schedule 10.2 to the **Claims Officer(s)** and post it in public locations on **Reserve**.

10.5.3 Notice Period. Prior to a decision under Article 10.5.4, the notice under Article 10.5.2(d) shall be posted and available to public view for not less than:

- (a) three (3) business days for a claim of less than \$2,000.00; and
- (b) ten (10) business days for a claim of \$2,000.00 or more.

10.5.4 Action on Claims. Upon receipt of the claim the **Claims Officer**, or members of the Claims Panel, shall conduct or cause to be conducted such investigation as they consider appropriate to make a decision and decide the matter, and, subject to the right of a **Claimant** under Article 10.5.6 to make oral or written submissions, a hearing need not be held where it is reasonable to proceed without one.

10.5.5 Process. Subject to Article 10.5.6, **Claims Officers** and a Claims Panel may adopt such policies, procedures and practices as they deem appropriate to assess the claim on its merits and to arrive at a speedy and just decision.

10.5.6 Minimum Procedural Requirements. When considering claims, the **Claims Officer** or Claims Panel shall:

- (a) prior to any decision, give the **Claimant** the right to make oral or written submissions in relation to the claim;
- (b) prior to any decision, provide the **Claimant** with copies of all written submissions from, and advise the **Claimant** of, all representations made by **Members** and give the **Claimant** the right to respond to same in accordance with Article 10.5.6(a);

- (c) receive and accept such evidence and information on oath, affidavit, or otherwise, as in their discretion they see fit, whether admissible in evidence in a court of law or not;
- (d) if the **Claims Officer** or Claims Panel holds a hearing, give the **Claimant**:
  - (i) written notice of the date, time, and place, of that hearing within a reasonable period of time in advance of the hearing, and
  - (ii) the right to attend and make representations in accordance with Article 10.5.6(a);
- (e) give the **Claimant** a copy of the written decision in the form of Schedule 10.3.

10.5.7 Preliminary Decisions. Upon completion of the investigation carried out pursuant to this Article 10.5, and after considering any comments from **Members** the **Claims Officer** or members of the Claims Panel shall decide if:

- (a) the person advancing the claim meets the criteria of a **Claimant**;
- (b) the claim is being brought by or on behalf of an insurer by way of subrogation;
- (c) the claim, or part of the claim, must be advanced against **Hydro** under Article 12.4.1 and, if so, provide a copy of such decision and the claim to **Hydro**; and
- (d) the claim has been brought within the time limit imposed under Article 10.1.3;

10.5.8 Hydro Action. As provided in Article 12.4.4, **Hydro** may dispute the decision under Article 10.5.7(c) by referring it to arbitration under Articles 11.4 and 11.5 within, but not later than, thirty (30) days of its receipt of such decision.

10.5.9 Further Decision Process. If:

- (a) the claim is not referable to **Hydro** under Article 12.4.1;
- (b) the applicant meets the criteria of a **Claimant**;
- (c) the application has been brought within the time specified; and



- (d) it is determined under Article 10.5.7 that the claim meets the requirements of Article 10.1.2;

the **Claims Officer** or members of the Claims Panel shall:

- (e) assess the amount of compensation taking into account the criteria set out in Articles 10.1.2(a) and (b) and any prior benefit received by, or compensation or insurance proceeds paid for that claim including, without limitation, any general compensation payment received by the **Claimant**;
- (f) in assessing the quantum of compensation for that claim, consider any evidence of mitigatory or remedial measures relevant to the claim which have been implemented on a group or community basis;
- (g) deliver a written decision in the form of Schedule 10.3 to the **Claimant** with a copy to **Chief and Council** and any **Member** who provided written comments; and
- (h) retain a copy of the written decision on file for review by any **Member** on request.

10.5.10 Payment Following Decision. If compensation is awarded under Article 10.5.9 or by decision of a Panel of **Arbitrators** under Article 11.3, the **Claims Officer** or Claims Panel shall, upon the expiry of the time to reconsider or appeal, if no application to reconsider or appeal is filed, or upon final determination of any reconsideration or appeal, deliver to the **Trustees**:

- (a) copies of any claim or submission made by a **Claimant** to whom money is to be paid;
- (b) a copy of the written decision delivered pursuant to Article 10.5.9(g) in relation to that claim;
- (c) copies of any relevant written decision made by the Panel of **Arbitrators**, the Manitoba Court of Appeal or other judicial body with jurisdiction in relation to that claim;

- (d) a copy of the Claimant Release and Acknowledgment for Compensation for **Adverse Effects** in the form of Schedule 10.4, signed by the **Claimant** or the **Adult Member** who brought the claim on the **Claimant's** behalf.

Upon receipt of the said documentation, the **Trustees**, pursuant to Section 12.5 of the **Indenture**, shall promptly pay such compensation and any costs awarded from the **Claims Account**.

10.5.11 Rejection of Claim by Delay. Except where the preliminary decision under Article 10.5.7 is to refer the claim to **Hydro**, if a decision is not delivered within forty (40) days of the date the claim is filed with **Chief and Council**, or within 40 days of being resubmitted in accordance with the provisions of Article 10.3.5 or this Article 10.5.11, that claim shall be deemed to be rejected and the **Claims Officer** or Claims Panel shall be deemed to be unable or unwilling to act, and the **Claimant** may:

- (a) where the claim was before a sole **Claims Officer**, have the claim proceed directly to arbitration under Article 11.3 or have the claim resubmitted to a new **Claims Officer** selected in accordance with Article 10.4.4; or
- (b) where the claim was before a Claims Panel, have the claim proceed directly to arbitration under Article 11.3 or have the claim resubmitted to a Claims Panel selected in accordance with Article 10.4.4.

10.5.12 Reimbursement. Subject to Article 10.5.8, and forthwith upon receipt of an invoice and all relevant supporting material, **Hydro** will reimburse **Norway House Cree Nation** and the **Trust** for their reasonable expenses incurred in investigating and reaching a preliminary decision under Article 10.5.7 with respect to a claim for which **Hydro** has continuing liability under Article 12.4.1. If **Hydro** disputes the validity or reasonableness of expenses incurred in investigating and reaching a preliminary decision under Article 10.5.7, **Hydro** may refer such dispute to the **Arbitrator** in accordance with Article 11.4.

10.5.13        Substantial Compliance.        No claim shall be dismissed for failure on the part of the **Claimant** to use a specified form or procedure, and no reports, notices, decisions, releases or undertakings contemplated in Schedules 10.1 to 10.8 inclusive shall be invalid for failure to follow or be in the specified form, provided there has been substantial compliance and no prejudice results therefrom.

10.5.14        Amend Forms.        Provided any such amendment is not prejudicial to the other **Parties** and is consistent with this **Agreement** the forms appended as Schedules 10.1 to 10.8, inclusive, may be amended by **Chief and Council**.

## 10.6            REFERRAL TO ARBITRATION

10.6.1        Referral to Arbitration.        Where a **Claimant** or **Chief and Council** disputes a decision under Article 10.5, other than a decision under Article 10.5.7(c) that the claim should be advanced against **Hydro**, either may, within twenty-one (21) days of its receipt of the decision, refer that claim to arbitration in accordance with Article 11.3.2(a).

10.6.2        Posting of Referrals.        **Chief and Council** shall post, in the manner set forth in Article 10.5.3, a Notice of Referral to Arbitration filed in accordance with Article 11.3.2(a).

## 10.7            GENERAL COMPENSATION PAYMENTS

10.7.1        General Compensation Payments.        **Norway House Cree Nation** hereby declares that subject to Article 10.7.8, the payments:

- (a)        referred to in Article 10.7.2; and
- (b)        referred to in Article 10.7.3, if approved by the **Community Approval Process**;

have been or shall be made from the **Settlement Proceeds**.

10.7.2 Pre-authorized General Compensation Payments. Subject to Articles 10.7.4 and 10.7.5, the amount of pre-authorized general compensation payments paid or payable to, or on behalf of a **Member** shall be:

- (a) three hundred (\$300.00) dollars on December 22, 1994;
- (b) three hundred (\$300.00) dollars on December 20, 1995; and
- (c) for a **Member** who:
  - (i) has not yet reached his or her fifty-fifth (55th) birthday on or before the **Date of this Agreement**, three hundred (\$300.00) dollars, or
  - (ii) has reached his or her fifty-fifth (55th) birthday on or before the **Date of this Agreement**, five hundred (\$500.00) dollars,

on a date to be selected by **Chief and Council** after the date of the referendum provided for in Article 14.

10.7.3 General Compensation Payments Subject to the **Community Approval Process**.

If approved by **Members** through the **Community Approval Process**, consistent with Article 10.7.8 and subject to Articles 10.7.4 and 10.7.5, the amount of general compensation payments in addition to those set out in Article 10.7.2, payable to or on behalf of a **Member** shall be:

- (a) (i) for a **Member** who has not yet reached his or her fifty-fifth (55th) birthday on or before the **Date of this Agreement**, three hundred (\$300.00) dollars on August 4, 1997, or
- (ii) for a **Member** who has reached his or her fifty-fifth (55th) birthday on or before the **Date of this Agreement**, five hundred (\$500.00) dollars on August 4, 1997; and

- (b) (i) for a **Member** who has not yet reached his or her fifty-fifth (55th) birthday on or before the **Date of this Agreement**, four hundred (\$400.00) dollars on December 15, 1997, or
- (ii) for a **Member** who has reached his or her fifty-fifth (55th) birthday on or before the **Date of this Agreement**, five hundred (\$500.00) dollars on December 15, 1997.

10.7.4 Entitlement. Subject to Article 10.7.5, a **Member**, who is alive on the applicable date for payment of general compensation, shall be entitled to receive the general compensation payments to be paid on that particular date.

10.7.5 Estate's Entitlement. A **Member** who is alive on the date for payment of general compensation referred to in Article 10.7.2(c), but dies thereafter, shall remain entitled to such general compensation payments as are approved by the **Community Approval Process** and scheduled to be made pursuant to Article 10.7.3(a) on August 4, 1997 and Article 10.7.3(b) on December 15, 1997, and payment shall be made in accordance with the payment provisions of Section 17.18 of the **Indenture**.

10.7.6 Determination of Entitlement. Subject to appeal to a Claims Panel, selected in accordance with Article 10.4, entitlement of a **Member** to a general compensation payment shall be determined, upon application by, or on behalf of, such **Member**, by **Chief and Council**. A **Member** who disputes a determination by **Chief and Council** may, not later than ten (10) days after receiving notice of such determination, appeal that determination by filing notice of that dispute in a Schedule 10.7 form with **Chief and Council**. The appeal shall be determined by a Claims Panel and, notwithstanding any other provision of this **Agreement**, the decision of the Claims Panel shall be final and shall be subject to no further appeal.

10.7.7 Maximum Aggregate Amount of General Compensation Payments. The maximum aggregate amount of general compensation payments payable to, or on behalf of, a **Member** out of the **Settlement Proceeds** or the **Assets** shall be:

- (a) for a **Member** who has not yet reached his or her fifty-fifth (55th) birthday on or before the **Date of this Agreement**, one thousand seven hundred and fifty (\$1,750.00) dollars; and
- (b) for a **Member** who has reached his or her fifty-fifth (55th) birthday on or before the **Date of this Agreement**, two thousand two hundred and fifty (\$2,250.00) dollars.

10.7.8 Limit on General Compensation Payments. Except in the amounts, and on dates no later than the dates set out in this Article 10.7, no general compensation payments shall be approved for payment after the **Date of this Agreement** to, or for the benefit of, **Members**.

10.7.9 Social Assistance and General Compensation. Based on the determination by **Manitoba**, and the application of this determination by **Canada**, the payments referenced in this Article 10.7 will not be taken into account in calculating the social assistance entitlement of any **Member**. No social assistance payment, to which any **Member** is otherwise entitled, will be reduced due to the entitlement or receipt by such **Member** of the general compensation payment set out in this Article 10.7.

10.7.10 Limitation. The right to claim for any general compensation payment shall expire four (4) years from the later of:

- (a) the **Date of this Agreement**; or
- (b) the applicable date for payment of general compensation as set out in Article 10.7.2 or 10.7.3 for that specific general compensation payment.

**10.8 LEGISLATION**

10.8.1 Recommendation. **Canada** and **Manitoba** shall recommend the enactment of legislation providing that a claim for compensation which may be made under both the **NFA** and this **Agreement** shall be exercised only in accordance with this **Agreement**.

10.8.2 Hydro Indemnity. If, as a result of enacting and proclaiming the legislation contemplated in Article 10.8.1, **Canada** or **Manitoba** becomes liable to pay compensation arising from an **Adverse Effect** to any **Claimant**, **Hydro** shall promptly indemnify **Canada** and **Manitoba** for such compensation. This indemnity does not cover the costs of the indemnified **Party** in resisting such claim and is conditional upon the indemnified **Party**:

- (a) forthwith, upon becoming aware of such claim, giving notice to **Hydro** and **Norway House Cree Nation**;
- (b) actively and diligently resisting any such claim; and
- (c) supporting any application by **Hydro** or **Norway House Cree Nation** to be named as a party thereto.

10.8.3 Hydro Action. If **Hydro** is required to make any payment to **Canada** or **Manitoba** pursuant to Article 10.8.2 **Norway House Cree Nation** will indemnify **Hydro** for such payment. If **Norway House Cree Nation** fails to indemnify **Hydro** for such payment from **Funds Available** within three years of the date of such payment, then, in addition to any other remedies which it may have at law, **Hydro** may, after giving **Norway House Cree Nation** thirty (30) days written notice of its intention to do so:

- (a) if the **Hydro Bond** has not then been delivered to the **Trust** or to **Canada**, reduce the face value of the **Hydro Bond** by an amount sufficient to cover the amount paid by **Hydro** to **Canada** or **Manitoba** pursuant to the indemnity under Article 10.8.2;

- (b) if **Hydro** has delivered the **Hydro Bond** to the **Trust**, require that the **Trustees** return the **Hydro Bond** to **Hydro** to be cancelled, and in such event a new bond, less the amount paid by **Hydro** to **Canada** or **Manitoba** pursuant to the indemnity under Article 10.8.2, will be issued by **Hydro** and delivered to the **Trust**;
- (c) if the **Hydro Bond** has been delivered to **Canada**, request that, subject to the provisions of the Indian Act (Canada), **Canada** return the **Hydro Bond** to **Hydro** to be cancelled. If the bond is returned, a new bond, less the amount paid by **Hydro** to **Canada** or **Manitoba** pursuant to the indemnity under Article 10.8.2, will be issued by **Hydro** and delivered to Canada;
- (d) if the **Hydro Bond** has been delivered to **Canada** and has matured or been redeemed, request that, subject to the provisions of the Indian Act (Canada), **Canada** repay **Hydro** from the unexpended proceeds from the **Hydro Bond** an amount equivalent to the amount paid by **Hydro** to **Canada** or **Manitoba** pursuant to the indemnity under Article 10.8.2;
- (e) if the **Hydro Bond** has been delivered to the **Trust** and has matured or been redeemed, require that the **Trustees** repay **Hydro** from the unexpended proceeds from the **Hydro Bond** an amount equivalent to the amount paid by **Hydro** to **Canada** or **Manitoba** pursuant to the indemnity under Article 10.8.2.

Notwithstanding the terms and conditions of the **Hydro Bond** specified in Schedule 1.4, for purposes of this Article 10.8.3, the **Hydro Bond** may be issued and redeemed in denominations of less than one million (\$1,000,000.00) dollars.

10.8.4        Arbitration.        If **Chief and Council** on behalf of **Norway House Cree Nation** disputes **Hydro's** right to set off against the **Hydro Bond** or the funds realized therefrom under Article 10.8.3, it may, within thirty (30) days of receiving notice under Article 10.8.3, refer the dispute to arbitration under Article 11.4 by serving a written notice of referral to arbitration on **Hydro** and if



relevant **Canada** or the **Corporate Trustee**. If the **Arbitrator** decides in **Hydro's** favour, and **Canada** is in possession of the **Hydro Bond** or unexpended proceeds from the **Hydro Bond**, **Chief and Council** on behalf of **Norway House Cree Nation** will favourably consider requesting **Canada**, subject to the provisions of the Indian Act (Canada), to honour the indemnity obligations from such funds as provided in Articles 10.8.3(c) and (d) and 10.8.5.

10.8.5            Repayment.    Where **Hydro** has made a payment under Article 10.8.2 and **Chief and Council** on behalf of **Norway House Cree Nation** does not dispute **Hydro's** right of set off, or the **Arbitrator** has ruled in favour of **Hydro**, then upon request by **Hydro**, and, upon **Chief and Council's** request on behalf of **Norway House Cree Nation** and, where relevant, receipt of the decision of the **Arbitrator** to such effect, **Canada** will, subject to approval under clause 64(1)(k) of the Indian Act (Canada), return the **Hydro Bond** pursuant to Article 10.8.3(c) or repay the amount to the extent provided by Article 10.8.3(d).

**SCHEDULE 10.1**  
**CLAIM FOR COMPENSATION**

**CLAIMANT**

Name:

Address:

Telephone:

City/Town:

Commercial Fishing Licence No. (If applicable)

Commercial Trapping Licence No. (If applicable)

Domestic Permit No. (If applicable)

**DETAILS OF CLAIM**

Amount of claim. \_\_\_\_\_

Date & Time of Injury/Loss/Damage:

Was the Injury/Loss/Damage caused by Manitoba Hydro's Project? Yes \_\_\_ No \_\_\_

If yes, what date did you first become aware that the Injury/Loss/Damage was caused by Manitoba Hydro's Project? \_\_\_\_\_

Activity at time of Injury/Loss/Damage:

Cause of Injury/Loss/Damage:

Compensation Claimed:

Nature of Injury:

Goods or Property Lost or Damaged:

General Description

Make

Model

Serial No.

Year Manufactured

Year Purchased

Purchase Price

Location where Injury/ Loss/ Damage occurred (Attach Sketch or Map):

Names of Witnesses to Injury/Loss/ Damage:

Is the claim covered by insurance in whole or in part: Yes?\_\_\_\_\_, No?\_\_\_\_\_.

If yes, give details of insurance:

Name, address & telephone of insurance company\_\_\_\_\_

Name, address & telephone of insurance agent\_\_\_\_\_

Has a claim been made under the insurance policy? Yes?\_\_\_\_ No?\_\_\_\_\_.

If no, why not?\_\_\_\_\_.

If yes, have you received any insurance money? Yes?\_\_\_\_ No?\_\_\_\_\_

If you have, when and how much? \_\_\_\_\_.

If not, do you know why you have not received any payment?

**CLAIMANT'S STATEMENT:**

1. I believe the injury, loss or damage described above was caused by Manitoba Hydro's Project

because: (INSERT DETAILS)

(COMPLETE #2 IF THIS CLAIM IS FOR \$2,000.00 OR MORE).

2. I select \_\_\_\_\_ from the **Claims Officer** list maintained by and available from **Chief and Council** to be one of the three (3) **Claims Officers** on a Claims Panel deciding my claim. I understand that **Chief and Council** will select a second **Claims Officer** and that the two **Claims Officers** will jointly select the third **Claims Officer** from the **Claims Officer** list.

I understand that **Chief and Council** will select a **Claims Officer** for me in the event that I have not selected one.

I hereby certify that the above information is correct.

(Signature of **Claimant**)

(date)

**Note: Terms in bold type face in this form have the meaning given to them in the Norway House Master Implementation Agreement.**

**SCHEDULE 10.2**

**NOTICE OF RECEIPT OF  
CLAIM FOR COMPENSATION**

(INSERT NAME) Claims Officer(s) \_\_\_\_\_ IS/ARE  
CURRENTLY INVESTIGATING THE ATTACHED CLAIM FOR  
COMPENSATION, AND A DECISION ON THIS MATTER WILL BE  
MADE ON OR AFTER (insert date) \_\_\_\_\_. ANY MEMBER OF THE  
NORWAY HOUSE CREE NATION WHO WISHES TO COMMENT  
ON THIS CLAIM SHOULD DIRECT COMMENTS TO THE  
INDIVIDUAL CLAIMS OFFICER OR THE CLAIMS PANEL  
REFERRED TO ABOVE, BEFORE THAT DATE.

IF YOU WISH TO RECEIVE A COPY OF THE DECISION, YOU  
MUST PROVIDE YOUR ADDRESS TO THE ABOVE-NAMED  
INDIVIDUAL CLAIMS OFFICER OR ONE OF THE CLAIMS PANEL  
MEMBERS, IN WRITING, C/O THE NORWAY HOUSE CREE  
NATION BAND OFFICE AT THE TIME YOU SUBMIT YOUR  
COMMENTS.

**SCHEDULE 10.3**

**REPORT, DECISION AND RIGHT TO APPEAL**

A Claim for Compensation from the **Claims Account** of the Keenanow Trust was filed by \_\_\_\_\_  
\_\_\_\_\_, on, \_\_\_\_\_,  
(INSERT NAME OF CLAIMANT) (INSERT DATE)

I, the **Claims Officer**, or we, the members of a Claims Panel, Report and Decide as follows:

1. From our investigation of the claim
  - (a)  the applicant meets the criteria of a **Claimant**;  
 the applicant does not meet the criteria of a **Claimant**;
  - (b)  the applicant was a **Member** or an existing **Community Organization** at the time the **Adverse Effect** occurred;  
 the applicant was not a **Member** or an existing **Community Organization** at the time the **Adverse Effect** occurred;
  - (c)  the applicant is not an insurer claiming by way of subrogation;  
 the applicant is an insurer claiming by way of subrogation;
  - (d)  the claim has been brought within 4 years of the date the cause of the loss or damage became evident to the **Claimant**;  
 the claim has not been brought within 4 years of the date the cause of the loss or damage became evident to the **Claimant**;
  - (e)  no claim has already been brought by, or on behalf of, the **Claimant** for all or a portion of the same loss or damage;  
 a claim has already been brought by, or on behalf of, the **Claimant** for all or a portion of the same loss or damage;
  - (f)  all of the loss or damage is the result of or attributable to an **Adverse Effect** of the **Project**;

- part of the loss or damage is the result of or attributable to an **Adverse Effect** of the **Project**;
- none of the loss or damage is the result of or attributable to an **Adverse Effect** of the **Project**;
- (g)  the loss or damage is compensable in full from the **Claims Account** of the Keenanow Trust;
- the loss or damage is compensable in part from the **Claims Account** of the Keenanow Trust;
- the loss or damage is not compensable from the **Claims Account** of the Keenanow Trust ;
- (h)  the loss or damage is not compensable from the **Claims Account** of the Keenanow Trust because the claim appears to be one that should be dealt with as an ongoing liability of **Hydro**, under Article 12.4.1 of the Norway House Master Implementation Agreement and a copy of this claim has been forwarded to **Hydro**;
- the loss or damage is not compensable in part from the **Claims Account** of the Keenanow Trust because the claim appears to be one that in part should be dealt with as an ongoing liability of **Hydro**, under Article 12.4.1 of the Norway House Master Implementation Agreement and a copy of this claim has been forwarded to **Hydro**;
- the loss or damage is not compensable from the **Claims Account** of the Keenanow Trust because the **Claimant** otherwise has been fully compensated.
- the loss or damage is not compensable in full from the **Claims Account** of the Keenanow Trust because the **Claimant** otherwise has been partially compensated by \_\_\_\_\_  
\_\_\_\_\_.
- (i) the reasonable compensation payable from the Keenanow Trust is \$\_\_\_\_\_ and \$\_\_\_\_\_ for costs.

Additional Reasons:

The **Claims Officer** or the following member(s) of a Claims Panel did not take part in this decision, due to an interest in this claim that could have affected their impartiality.

Signed at Norway House , Manitoba, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
**Claims Officer**

\_\_\_\_\_  
**Claims Officer**

\_\_\_\_\_  
**Claims Officer**

NOTICE: THE **CLAIMANT** MAY APPEAL THIS MATTER TO THE PANEL OF **ARBITRATORS**, BY MAKING A WRITTEN REQUEST IN THE FORM OF THE FOLLOWING SCHEDULE 10.5 WITHIN 21 DAYS OF THE DELIVERY OF THIS DECISION.

NOTICE: **CHIEF AND COUNCIL** MAY APPEAL THIS MATTER TO THE PANEL OF **ARBITRATORS** BY MAKING A WRITTEN REQUEST IN THE FORM OF SCHEDULE 10.6 WITHIN 21 DAYS OF THE DELIVERY OF THIS DECISION.

**Note: Terms in bold type face in this form have the meaning given to them in the Norway House Master Implementation Agreement.**



SCHEDULE 10.4

CLAIMANT RELEASE AND ACKNOWLEDGEMENT  
FOR COMPENSATION FOR ADVERSE EFFECTS

I, \_\_\_\_\_ (name of **Claimant**, or "on behalf of \_\_\_\_\_  
\_\_\_\_\_ Association or Corporation") \_\_\_\_\_, filed a claim dated \_\_\_\_\_,  
under Article 10 of the Norway House Master Implementation Agreement in respect of damage or loss  
that I was aware of at the date of filing the claim, arising from an **Adverse Effect**.

A decision on the claim was made by (the **Claims Officer**, a Claims Panel or the Panel of **Arbitrators**  
appointed under the Norway House Master Implementation Agreement, or the Manitoba Court of  
Appeal), dated \_\_\_\_\_, a copy of which is attached.

That decision is a fully satisfactory settlement of the damage or loss referenced in the claim dated  
\_\_\_\_\_.

In consideration of the payment of \_\_\_\_\_, I hereby fully and  
(amount)

finally release the **Norway House Cree Nation, Chief and Council**, the Keenanow Trust , the  
**Claims Officer** and Claims Panel, and the **Trustees** with respect to this claim, and I will bring no  
further claim for the same damage or loss against any other person.

I have been advised by \_\_\_\_\_, the **Claims Officer**, a Claims Panel member or a  
member of **Chief and Council** or a **Norway House Trustee**, that I have the right to obtain legal  
counsel in connection with the execution of this release.

(I have obtained) or (I hereby waive my right to) the advice of legal counsel in connection with this release.

Dated at \_\_\_\_\_, Manitoba this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Witness

\_\_\_\_\_

Claimant

**Note: Terms in bold type face in this form have the meaning given to them in the Norway House Master Implementation Agreement.**

SCHEDULE 10.5

NOTICE OF REFERRAL TO ARBITRATION

TO: **Chief & Council Norway House Cree Nation**

Band Office

Norway House , Manitoba

AND TO: Interested **Members**

TAKE NOTICE that the decision dated (insert date), \_ of the **Claims Officer** or Claims Panel under Article 10 of the Norway House Master Implementation Agreement is not acceptable to the undersigned and is hereby referred to the Panel of **Arbitrators** under Article 11 of such **Agreement**.

AND FURTHER TAKE NOTICE that I select \_\_\_\_\_ from the list of **Arbitrators** maintained by and available from **Chief and Council** to be one (1) of the three (3) **Arbitrators** on the Panel of **Arbitrators** deciding the matter I am referring to arbitration. I understand that **Chief and Council** have the right to select a second **Arbitrator** from the list of **Arbitrators** and that those two (2) **Arbitrators** will jointly select the third **Arbitrator** from the list of **Arbitrators**. I further understand that **Chief and Council** will select an **Arbitrator** on my behalf in the event that I have not selected one (1).

DATED at Norway House the \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**Note: Terms in bold type face in this form have the meaning given to them in the Norway House Master Implementation Agreement.**

\_\_\_\_\_

**Claimant**

SCHEDULE 10.6

NOTICE OF REFERRAL TO ARBITRATION

TO: \_\_\_\_\_  
**Claimant**  
Norway House, Manitoba

TAKE NOTICE that the decision dated \_\_\_\_\_ of the **Claims Officer** or Claims Panel under Article 10 of the Norway House Master Implementation Agreement is not acceptable to **Chief and Council** and is hereby referred to the Panel of **Arbitrators** under Article 11 of such **Agreement**.

FURTHER TAKE NOTICE that **Chief and Council** select \_\_\_\_\_ from the list of **Arbitrators** maintained by and available from **Chief and Council** to be one (1) of the three (3) **Arbitrators** on the Panel of **Arbitrators** deciding the matter **Chief and Council** is referring to arbitration.

FURTHER TAKE NOTICE that you, the **Claimant**, have the right to select a second **Arbitrator** from the list of **Arbitrators** and that those two (2) **Arbitrators** will jointly select the third **Arbitrator** from the list of **Arbitrators**.

FURTHER TAKE NOTICE that if you do not select an **Arbitrator** from the list of **Arbitrators** and submit your selection to **Chief and Council**, in writing, within seven (7) days of receiving this Notice, **Chief and Council** will select an **Arbitrator** from the list of **Arbitrators** on your behalf.

DATED at Norway House the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
on behalf of  
**Chief and Council**

**Note: Terms in bold type face in this form have the meaning given to them in the Norway House Master Implementation Agreement.**

**SCHEDULE 10.7**

**APPEAL OF GENERAL COMPENSATION PAYMENT ENTITLEMENT  
DECISION**

TO: **Chief and Council**  
**Norway House Cree Nation**  
Band Office  
Norway House, Manitoba

Take notice that the decision of **Chief and Council** dated \_\_\_\_\_ under Article 10.7 of the Norway House Master Implementation Agreement is not acceptable to the undersigned and is hereby appealed to a **Claims Panel** pursuant to Article 10.7.6 of that Agreement.

DATED at Norway House the \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
**Member**

I select \_\_\_\_\_ from the **Claims Officer** list maintained by and available from **Chief and Council** to be one (1) of the three (3) **Claims Officers** on a **Claims Panel** deciding my entitlement to general compensation payments. I understand that **Chief and Council** will select a second **Claims Officer** and that the two (2) **Claims Officers** will jointly select the third **Claims Officer** from the **Claims Officer** list.

I understand that **Chief and Council** will select a **Claims Officer** for me in the event that I have not selected one (1).

**Note: Terms in bold type face in this form have the meaning given to them in the Norway House Master Implementation Agreement.**

SCHEDULE 10.8

UNDERTAKING OF CLAIMS OFFICER

I, \_\_\_\_\_, being an appointee of the **Chief and Council** of the **Norway House Cree Nation** to serve as a **Claims Officer** or a member of a Claims Panel, state and undertake as follows:

1. I have read, or had explained to me, the terms of the Norway House Master Implementation Agreement and **Trust Indenture** with particular reference to the provisions relating to the processes for administering and deciding claims for compensation.

2. I hereby accept and will honestly and faithfully discharge the duties and responsibilities of a **Claims Officer**, or a member of a Claims Panel, during my term in such office.

3. I have been advised by \_\_\_\_\_, a member of **Chief and Council**, that I have the right to obtain legal counsel in connection with the execution of this undertaking.

4. (I have obtained,) or (I hereby waive my right to) the advice of legal counsel in making this undertaking.

5. I will promptly disclose in writing to **Chief and Council** any conflict of interest in a claim, or any relationship to a **Claimant**, that could affect my impartiality in serving as a **Claims Officer** or on a Claims Panel.

DATED at Norway House on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Claims Officer

**Note: Terms in bold type face in this form have the meaning given to them in the Norway House Master Implementation Agreement.**

# **NORWAY HOUSE CREE NATION**

**Master Implementation Agreement**

## **Article 11**

***Arbitration***

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## ARTICLE 11

### 11.0 ARBITRATION

### 11.1 INTRODUCTION

11.1.1 Introduction. This Article 11 establishes procedures for arbitrating disputes under this **Agreement**, in relation to:

- (a) matters involving **Members, Norway House Cree Nation, Chief and Council**, members of **Chief and Council**, beneficiaries of the **Trust, Claimants, Norway House Trustees** or the **Corporate Trustee**, which matters shall proceed as prescribed under Article 11.3;
- (b) matters involving the **Parties**, which matters shall proceed as prescribed under Article 11.4; and
- (c) matters arising out of the claims process under Article 10 which involve the potential liability of **Hydro** under Article 12.4.1, which matters shall proceed as prescribed under Article 11.5.

### 11.2 ARBITRATION

11.2.1 Norway House Cree Nation Disputes. Any:

- (a) decision referred to arbitration under Article 10 which affects only **Members, Norway House Cree Nation, Chief and Council, Claimants** or members of **Chief and Council**; or
- (b) dispute which involves:
  - (i) the interpretation or administration of the **Agreement** or the **Indenture**, or
  - (ii) the use or administration of **Assets** or **Trust Payments**;and which involves only **Members, Norway House Cree Nation, Chief and**

**Council**, members of **Chief and Council**, beneficiaries of the **Trust**, **Claimants**, the **Norway House Trustees** or the **Corporate Trustee**;

may be referred to arbitration in accordance with Article 11.3.

11.2.2 Disputes Involving the Parties. Subject to Articles 7.4.8, 9.3.6 and 11.2.3, and Section 21.4 of the **Indenture**, any dispute or difference between the **Parties** as to the meaning, application, implementation or breach of any part of this **Agreement** may be referred to arbitration by any of the **Parties** to that dispute in accordance with Article 11.4. Except for claims proceeding under Article 11.5 against **Hydro**, only a **Party** may refer to arbitration a matter which involves **Canada, Manitoba or Hydro**.

11.2.3 Easement Resolution. Unless an easement agreement referred to in Article 3 or 4 otherwise provides, a dispute relating to such easement agreement and involving **Norway House Cree Nation** may, at the sole option of **Chief and Council** on behalf of **Norway House Cree Nation** be referred to arbitration under Article 11.4. Notwithstanding the foregoing, if **Canada** and either **Manitoba** or **Hydro** is a party to such dispute and it concerns an interest in land the dispute shall be referred to court.

11.2.4 Arbitration Act Applies. The Arbitration Act (Manitoba) shall govern any arbitration under this **Agreement**, except where that Act conflicts with any express term of this Article 11, in which case the provisions of this Article 11 shall prevail. Nothing in this Article 11 grants any substantive rights to any person except the right to refer matters to arbitration.

11.2.5 Reference to Courts. Any constitutional issue arising out of, or in respect to, this **Agreement**, or the matters implemented or settled by this **Agreement**, shall be referred to court and not referred to arbitration.

### 11.3 NORWAY HOUSE CREE NATION ARBITRATION

11.3.1 List of Arbitrators. After consultation with persons it considers advisable, **Chief and Council** shall establish and maintain an up-dated list of not fewer than nine (9), **Adult Members** who have qualities and experience suitable to be an **Arbitrator**, but who are not:

- (a) **Claims Officers;**
- (b) members of **Chief and Council;**
- (c) **Norway House Trustees;** or
- (d) the **Elder;**

and who are willing to so act. **Chief and Council** shall make the said list available to any person referring a matter to arbitration under this Article 11.3 and on request, any person to whom the provisions of this Article 11.3 apply.

11.3.2 Referral to Arbitration. Disputes may be referred to arbitration under this Article 11.3:

- (a) by a **Claimant**, or by **Chief and Council**, pursuant to Article 10, by filing with **Chief and Council** a written Notice of Referral to Arbitration in a Schedule 10.5 or 10.6 form; or
- (b) by a **Member, Norway House Cree Nation, Chief and Council, a Norway House Trustee**, a member of **Chief and Council**, or the **Corporate Trustee** which involve interpretation of the **Indenture** or use or administration of **Assets** or **Trust Payments**, but which do not involve **Canada, Manitoba** or **Hydro**, by filing a written Notice of Referral to Arbitration in a Schedule 11.1 form with **Chief and Council**; or
- (c) pursuant to Section 21 of the **Indenture** by filing a written Notice of Referral to Arbitration in a Schedule 11.1 form with **Chief and Council**.

11.3.3 Notification. **Chief and Council** shall, upon receipt of a Notice of Referral to

Arbitration under Article 11.3.2, forthwith:

- (a) ensure that the Notice of Referral to Arbitration has been served upon any person against whom any relief, remedy, redress or order is being sought and on the **Claimant**;
- (b) provide a copy of the Notice of Referral to Arbitration to the **Norway House Trustees** and the **Corporate Trustee**;
- (c) provide a list of potential arbitrators to any party upon request;
- (d) retain a copy of the Notice of Referral to Arbitration for the records of the **Norway House Cree Nation**;
- (e) forward a copy of the Notice of Referral to Arbitration to the **Arbitrators** selected;  
and
- (f) post the Notice of Referral to Arbitration in the Band Administration Office of **Norway House Cree Nation**.

11.3.4 Selection of Panel of **Arbitrators**. Subject to the Court of Queen's Bench selecting an **Arbitrator** or **Arbitrators** in accordance with Article 11.3.6, all arbitrations under this Article 11.3 shall be heard and determined by a panel consisting of three (3) **Arbitrators** selected from the list of **Arbitrators** maintained under Article 11.3.1 as follows:

- (a) upon submitting a written Notice of Referral to Arbitration in the form as required, the referring party shall in writing, select an **Arbitrator**;
- (b) a second **Arbitrator** shall be selected and such selection shall be submitted to **Chief and Council**, in writing, by:
  - (i) the responding party where there is only one (1), within seven (7) days of receiving notice of the matter to be heard by a Panel of **Arbitrators**, or
  - (ii) the responding parties jointly where there are two (2) or more respondents, within seven (7) days of the last of them receiving notice of the matter to be heard by a panel of **Arbitrators**;

- (c) the two selected **Arbitrators** shall, within a further period of five (5) days of the last of them being selected, jointly select a third **Arbitrator**,

and the three **Arbitrators** shall constitute a Panel of **Arbitrators**.

11.3.5 Duty of Chief and Council Regarding Selections. Where:

- (a) a party referring a matter to arbitration; or
- (b) the respondent(s) to that arbitration, if **Chief and Council** are not one of the respondents;

fail, for any reason, to select an **Arbitrator** under Article 11.3.4, **Chief and Council** shall appoint an **Arbitrator** on behalf of that party.

11.3.6 Disputes Regarding Selection. Where in an arbitration under Article 11.3:

- (a) a party referring the matter to arbitration refuses to select an **Arbitrator** and there are not sufficient **Arbitrators** from the list of **Arbitrators** maintained under Article 11.3.1 who are not biased or who do not have a conflicting interest, as set out in Article 11.3.7; or
- (b) any appointed or selected **Arbitrator** is biased or has a conflicting interest, as set out in Article 11.3.7; or
- (c) within the time period specified in Article 11.3.4:
- (i) **Chief and Council** is the sole respondent to an arbitration and they do not select the second **Arbitrator**,
- (ii) **Chief and Council** is a respondent to an arbitration and the responding parties do not jointly agree upon the selection for the second **Arbitrator**, or
- (iii) the two **Arbitrators**, as selected or appointed by the referring party and the respondent(s), do not agree upon the selection of the third **Arbitrator**;

any party to the arbitration may apply to the Court of Queen's Bench to have an **Arbitrator** appointed in accordance with the provisions of The Arbitration Act (Manitoba), and until the matter is determined

by the Court, proceedings under the arbitration will be stayed.

11.3.7            No Bias or Conflicting Interests.      No person shall accept an appointment or act as an **Arbitrator** in relation to any matter being arbitrated in which such person is biased or has a personal, pecuniary, or other conflict of interest, which could impair his or her impartiality with respect to the matter.

11.3.8            Replacement of Arbitrators.      Subject to an appointment by the Court in accordance with Article 11.3.6, in the event that an **Arbitrator** is unable and unwilling to act, the person who selected that **Arbitrator** shall select a replacement **Arbitrator** from the list of **Arbitrators** maintained under Article 11.3.1.

11.3.9            Jurisdiction and Powers.      From the date of acceptance of the appointment, the Panel of **Arbitrators** shall have jurisdiction over the conduct of the proceedings and may make such orders as are necessary to ensure that the dispute is dealt with fairly and expeditiously, with regard to the real substance of the matter in dispute. The decision of a majority of the Panel of **Arbitrators** shall be the decision of the Panel of **Arbitrators**. Subject to the other provisions of the **Agreement**, the Panel of **Arbitrators** shall have power in accordance with the provisions of this **Agreement** to:

- (a)      resolve any dispute as to facts;
- (b)      decide whether any **Claimant** is entitled to receive compensation pursuant to this **Agreement**;
- (c)      award compensation from the **Claims Account**, which will place the **Claimant** in no worse position than the **Claimant** would have been in the absence of the **Adverse Effect**;
- (d)      interpret this **Agreement**;
- (e)      declare the rights and obligations of **Norway House Cree Nation, Chief and**

**Council, the Norway House Trustees, a member of Chief and Council, a beneficiary of the Trust, the Corporate Trustee, a Claimant, or any Member under this Agreement;**

- (f) cause an audit to be undertaken;
- (g) conduct a **Meeting of Members** pursuant to Section 20.4 of the **Indenture**;
- (h) award damages or restitution in relation to the use and administration of **Assets** or **Trust Payments**;
- (i) award interest; and
- (j) award costs for or against any party to the arbitration.

11.3.10 Costs. Any award of costs under Article 11.3.9(j) may include reasonable fees, travelling allowances and other ancillary expenses for lawyers, consultants, experts or other witnesses participating in such arbitration, and in relation to a party to the dispute, may in the discretion of the Panel of **Arbitrators** be paid from the **Claims Account**.

11.3.11 Finality. Any person referring a matter to arbitration under this Article 11.3 may apply in writing to the Panel of **Arbitrators**, within thirty (30) days after the receipt of the decision, to amend or vary it in regard to anything that was raised before the Panel of **Arbitrators** or in the application or interpretation of such decision. Thereafter the Panel of **Arbitrators** shall have no jurisdiction with respect to the matter that was the subject of the arbitration.

11.3.12 Onus. Any party to an arbitration under this Article 11.3 taking the position that the **Project** did not cause or contribute to any loss or damage suffered by a **Claimant** bears the onus of proof on that issue.

11.3.13 Expedited Arbitrations. The Panel of **Arbitrators** shall fix the date on which the matter will be considered, which shall fall within twenty-eight (28) days of the date the appointment



is accepted. A decision, in written form, shall be delivered within twenty-eight (28) days of the receipt of all evidence and final argument. Where requested to do so by all parties to the arbitration, the Panel of **Arbitrators** shall issue an oral decision within three (3) days after conclusion of the hearing with written reasons to follow within the twenty-eight (28) day period.

11.3.14        Remedy for Late Decision.        Where a Panel of **Arbitrators** fails to issue the decision within the time prescribed in Article 11.3.13, any party to such arbitration may proceed to have a new Panel of **Arbitrators** appointed in the same manner as the original Panel of **Arbitrators** was appointed and, upon appointment of the new Panel of **Arbitrators**, the original Panel of **Arbitrators** shall lose jurisdiction and forfeit any fee or right to claim a fee for the services provided, and the new Panel of **Arbitrators** shall resume the arbitration.

11.3.15        Valid Decision.        Notwithstanding Article 11.3.14, until a new Panel of **Arbitrators** is appointed the jurisdiction of the existing Panel of **Arbitrators** is not affected and if the Panel of **Arbitrators** renders the decision prior to the appointment of the new Panel of **Arbitrators**, that decision is valid and binding and the process to choose the new Panel of **Arbitrators** shall cease.

11.3.16        Practice and Procedure.        Subject to the rules of natural justice, the Panel of **Arbitrators** shall establish the practice and procedure for conducting the arbitration. The Panel of **Arbitrators** shall determine the matter based on a hearing, unless all of the parties to the arbitration under this Article 11.3 request a determination on documentary evidence and written referrals only, in which case the Panel of **Arbitrators** may direct a hearing or proceed as requested.

11.3.17        Representation by Counsel.        Any person involved in an arbitration under this Article 11.3 may be represented by counsel and the Panel of **Arbitrators** may order that payment for counsel of the **Claimant's** or any party's choice be made from the **Claims Account**.

11.3.18 Evidence. Evidence may be presented in writing or orally. The Panel of **Arbitrators** shall not be bound by the strict rules of evidence and may accept hearsay and any other evidence it considers relevant.

11.3.19 Transcripts. If a hearing is held, the Panel of **Arbitrators** shall maintain a record of the proceedings. A party may request that a transcript or other verbatim record of the proceedings be maintained, in which case a transcript or other verbatim record shall be provided upon such terms as the Panel of **Arbitrators** may impose, including, without limitation, the costs thereof.

11.3.20 Hearing Location. Any hearing shall be held on the **Reserve** unless the parties to the dispute consent to it being held elsewhere in **Manitoba**.

11.3.21 Fees of the Panel of Arbitrators. The **Arbitrators** shall not be restricted to the fee schedule appended to The Arbitration Act (Manitoba) but shall be paid from the **Claims Account** his or her expenses and a reasonable fee as set out in the fee schedule reasonably determined by **Chief and Council** and in place prior to each **Arbitrator's** appointment, except that when **Chief and Council** or a member of **Chief and Council** is a party or a proposed party, another party may apply to the Court of Queen's Bench to set a reasonable fee. Where the Panel of **Arbitrators** orders a party to the arbitration to pay the **Arbitrators'** fees or costs, such payment shall be made to **Chief and Council** for payment into the **Claims Account**.

11.3.22 Interim Orders. The Panel of **Arbitrators** may make interim orders, including orders for compensation and costs, prior to the final determination of any dispute.

11.3.23 Relationship between Mitigatory Measures and Claimant Compensation. The **Parties** recognize that mitigatory or remedial measures are more likely to have a lasting, beneficial effect on the viability of a community or on individual residents, than monetary compensation.

Accordingly, any evidence that such measures which have been implemented on a group or community basis in relation to the matters claimed, and their mitigatory effect, shall be considered by the Panel of **Arbitrators**, as provided by Articles 10.5.9(e) and (f), in assessing the quantum of compensation to which any **Claimant** shall be entitled from the **Claims Account**.

11.3.24 Intervenors at Arbitration. **Chief and Council** and any interested **Member** may, on notice to the Panel of **Arbitrators** selected, appear as an interested party in any arbitration under this Article 11.3.

11.3.25 Continuing Jurisdiction. Notwithstanding Article 11.6.4, after the decision, the Panel of **Arbitrators** shall retain jurisdiction to resolve any outstanding issues arising from the decision.

#### 11.4 **PARTIES' ARBITRATION**

11.4.1 Referral to Arbitration. Disputes may be referred to arbitration by any **Party** serving upon the other **Parties**, a written referral to arbitration, which shall contain the following:

- (a) the names of the respondents;
- (b) the nature of the dispute; and,
- (c) the relief, remedy, redress or declaratory order sought.

11.4.2 Participation by **Parties** to the **Agreement**. Any **Party**, whether named as a respondent or not, has the right to participate by notifying the participating **Parties** within twenty-one (21) days of receiving the referral. Any **Party** not identified as a respondent, and who elects not to participate, may not participate in choosing the **Arbitrator**. Notwithstanding that a **Party** elects not to participate, such **Party** may, at any subsequent time, with leave of, and subject to any conditions established by the **Arbitrator**, including an award of costs, be added as a party to the arbitration on

its own application.

11.4.3 Appointment of Arbitrator. An **Arbitrator** agreed upon by the **Parties** to a dispute shall be appointed to adjudicate the dispute, using the following procedure:

- (a) The **Party** referring the issue to arbitration shall, with service of the written referral, also refer the names, addresses and occupations of not more than three (3) individuals, any one of whom may be selected by the participants to act as **Arbitrator**;
- (b) Each **Party** identified as a respondent or which has indicated it will participate in the arbitration shall, within twenty-one (21) days of the receipt of the list of proposed **Arbitrators**:
  - (i) select one (1) or more of the persons named on the list, or
  - (ii) reject all of the persons named on the list and so advise the other **Parties** in writing,
 but if a **Party** identified as a respondent, or which has requested to participate, does not respond to the list of proposed **Arbitrators** within the twenty-one (21) days, it shall be deemed to have accepted any selection made by the other **Parties** involved in the dispute;
- (c) If any one (1) of the persons on the list of proposed arbitrators is acceptable to all **Parties** and is willing and able to act as the **Arbitrator**, then that person shall be appointed as the **Arbitrator**. If more than one (1) person is unanimously selected, the **Arbitrator** shall be chosen from those persons by the **Party** referring the issue to arbitration, and the person chosen, if willing and able to act, shall be appointed the **Arbitrator**.

11.4.4 Application to Judge. If the **Parties** involved in the dispute cannot agree upon a person to act as **Arbitrator**, any **Party** to the dispute may request that the **Arbitrator** be appointed

by a Judge of the Court of Queen's Bench of Manitoba by applying within fourteen (14) days of the expiration of the time set out in Article 11.4.3(b). For the purposes of subsection 6(2) of The Arbitration Act (Manitoba), the procedures set forth in Article 11.4.3 and this Article 11.4.4 shall govern and are in lieu of the procedures in subsection 6(1) of that Act.

11.4.5 Jurisdiction. From the date of appointment, the **Arbitrator** shall have jurisdiction over the conduct of the proceedings and may make such orders as are necessary to ensure that the dispute is dealt with fairly and expeditiously, with regard to the real substance of the matter in dispute.

The **Arbitrator** shall have the power, in accordance with the provisions of this **Agreement**, to:

- (a) determine any dispute as to facts and the application of this **Agreement** thereto;
- (b) interpret all provisions of this **Agreement**;
- (c) declare the rights or obligations under this **Agreement** of any **Party**;
- (d) award damages, restitution or other compensation;
- (e) award interest;
- (f) award costs subject to the provisions set forth in this Article 11 for or against any **Party**; and
- (g) carry out duties specifically assigned to the **Arbitrator** by this **Agreement** or the **Indenture**, and, without limiting the generality of the foregoing, the authority to:
  - (i) determine disputes as to whether **Normal Programming and Funding** has been affected by the expenditure of **Settlement Proceeds** pursuant to Articles 8.2 and 8.3,
  - (ii) relieve **Hydro** from certain obligations and undertakings under Article 9 as provided for in Article 9.3.8, and
  - (iii) make recommendations and select a compensation proposal for **Future Development** pursuant to Articles 9.4.3, 9.4.4 and 9.4.5.

11.4.6 Procedure. Subject to the provisions of this **Agreement** and the rules of natural

justice, the **Arbitrator** may establish the procedure for conducting the arbitration and may decide the matter based on a written record unless any **Party** involved in the dispute requests a hearing.

11.4.7            Representation by Counsel.    Any **Party** involved in an arbitration may be represented by counsel.

11.4.8            Evidence.            Evidence submitted in an arbitration may be presented in writing or orally. Subject to Articles 11.4.12 and 11.6.8, the **Arbitrator** and any **Party** may request relevant information from any of the **Parties**. The **Arbitrator** shall not be bound by the strict rules of evidence and may accept hearsay and any other evidence considered relevant.

11.4.9            Transcripts.        If a hearing is held, the **Arbitrator** shall maintain a record of the proceedings. A **Party** may request that the proceedings be transcribed in which case a transcript shall be provided upon such terms as the **Arbitrator** may impose, including, without limitation, the costs thereof.

11.4.10           Hearing Location.    A hearing shall be held in Winnipeg unless the **Parties** to the dispute consent to a site elsewhere in Manitoba.

11.4.11           Arbitrator's Fees.     The **Arbitrator** shall not be restricted to the fee schedule appended to The Arbitration Act (Manitoba) but shall be paid a reasonable fee and each party to the arbitration will bear the costs of the **Arbitrator's** remuneration and expenses equally unless the **Arbitrator** orders otherwise.

11.4.12           Disclosure and Distribution.    Subject to Article 11.6.8, each **Party** to the arbitration agrees that it shall disclose and produce any documents or information which may reasonably be required by the **Arbitrator** or any **Party**, except such documents as would not be

compellable if the action were brought in a court of law. All documents or information supplied to the **Arbitrator** by any **Party** shall concurrently be provided to every **Party** participating in the arbitration. All documents so disclosed shall be treated as though disclosed on discovery in a matter before the Court of Queen's Bench.

11.4.13 Costs. The **Arbitrator** shall award such costs of the arbitration as may be awarded under Article 11.4.5(f), for or against any **Party**, on a fair and equitable basis.

11.4.14 Inclusions. Any award of costs may include reasonable fees, travelling allowances and other ancillary expenses for lawyers, consultants, experts or other witnesses participating in an arbitration. The **Arbitrator** shall retain jurisdiction to hear and determine any disputes as to the reasonableness of such fees, allowances and ancillary expenses.

11.4.15 Expedited Arbitrations. The **Arbitrator** shall fix the date on which the matter will be considered, which shall fall within twenty-eight (28) days of the date the appointment is accepted. A decision, in written form, shall be delivered within twenty-eight (28) days of the receipt of all evidence and final argument. Where requested to do so by all **Parties** to the arbitration, **Arbitrator** shall issue an oral decision within three (3) days after conclusion of the hearing with written reasons to follow within the twenty-eight (28) day period.

## 11.5 DISPUTES UNDER ARTICLE 12.4.1

11.5.1 Disputes with Norway House Cree Nation Alone. If, in the absence of a claim under Article 10, a dispute arises as to the continuing liability of **Hydro** under Article 12.4.1, that dispute as to whether **Hydro** has continuing liability shall be resolved as a dispute between **Parties** other than **Canada** and **Manitoba** pursuant to the provisions of Article 11.4. Thereafter, if it is determined that **Hydro** does have continuing liability under Article 12.4.1 in relation to a claim or part

of the claim, notwithstanding the enactment and proclamation of the legislation contemplated in Article 10.8.1, **Chief and Council** on behalf of **Norway House Cree Nation** may, within thirty (30) days of such decision, but not thereafter, elect to advance the claim against **Hydro**, but only against **Hydro**, under the **NFA** or continue the claim under Article 11.4. If **Chief and Council** on behalf of **Norway House Cree Nation** does not elect to proceed under the **NFA**, the **Arbitrator** shall proceed to resolve such claim, or part thereof, applying the definitions, procedures, onus and other relevant provisions of Articles 1, 23 and 24 of the **NFA**.

11.5.2        Disputes Involving Claims by Members.        If, pursuant to Article 10.5.8, **Hydro** disputes a preliminary decision under Article 10.5.7(c) that dispute shall be resolved pursuant to this Article 11.5.

11.5.3        Appointment of Arbitrator.        If, at the relevant time, there is an incumbent filling the position of the Arbitrator under the **NFA** who is able and willing to act as the **Arbitrator** in a timely fashion, such person shall be appointed as the **Arbitrator** to resolve disputes under this Article 11.5. If there is no incumbent **NFA** Arbitrator so willing to act, the **Arbitrator** shall be selected in the same manner as set forth in Articles 11.4.3 and 11.4.4 except that, for the purposes of this Article 11.5.3, **Norway House Cree Nation** agrees that **Chief and Council** shall be required to provide the initial list of persons to act as **Arbitrator** as contemplated under Article 11.4.3(a) and the term **Party**, as it is used in Articles 11.4.3 to 11.4.14 inclusive, shall include a **Claimant** under Article 10.

11.5.4        Arbitration Process.        The preliminary issue of the continuing liability of **Hydro** under Article 12.4.1 in relation to the claim or part of the claim shall be decided by the **Arbitrator** as if it were a dispute between the **Parties** other than **Canada** and **Manitoba** and the process and provisions set forth in Articles 11.4.5 to 11.4.15, inclusive shall apply to such determination. In such arbitration the onus shall be on **Hydro** to establish that the **Project** or the operation of the **Project** by **Hydro** did not cause or contribute to the **Adverse Effect**.



11.5.5 **NFA Process.** If the **Arbitrator** or, following an appeal, the Court of Appeal, determines that **Hydro** has continuing liability under Article 12.4.1 in relation to the claim or part of the claim, the claimant may, within thirty (30) days of such decision, but not thereafter, elect to advance the claim against **Hydro** but only against **Hydro**, under the **NFA** or continue the claim under Article 11.5. If the claimant does not elect to proceed under the **NFA**, the **Arbitrator** shall proceed to resolve such claim, or part thereof, applying the definitions, procedures, onus and other relevant provisions of articles 1, 23 and 24 of the **NFA**.

11.5.6 **Referral Back.** If the **Arbitrator** or, following an appeal, the Court of Appeal, determines that **Hydro** has no continuing liability under Article 12.4.1 in relation to any part of the claim then the claim shall be referred back for determination under Article 10.5.9.

11.5.7 **Expedited Arbitrations.** The **Arbitrator** shall fix the date on which the matter will be considered, which shall fall within twenty-eight (28) days of the date the appointment is accepted. A decision, in written form, shall be delivered within twenty-eight (28) days of the receipt of all evidence and final argument. Where requested to do so by all parties to the arbitration, **Arbitrator** shall issue an oral decision within three (3) days after conclusion of the hearing with written reasons to follow within the twenty-eight (28) day period.

## 11.6 GENERAL PROVISIONS

11.6.1 **Applicability.** The provisions of this Article 11.6 are applicable to Arbitrations under Articles 11.3, 11.4 and 11.5.

11.6.2 **Copies of Decisions.** Following a decision, copies of same shall be delivered to the following persons by the Panel of **Arbitrators** or **Arbitrator**, as follows:

- (a) in the case of an arbitration pursuant to Article 11.3:
  - (i) to the applicant(s),
  - (ii) to the respondent(s),
  - (iii) to **Chief and Council**,
  - (iv) to the **Trustees**, and
  - (v) to any intervenor; and
- (b) in the case of an arbitration pursuant to Article 11.4:
  - (i) to each of the **Parties**, and
  - (ii) to the **Trustees**; and
- (c) in the case of an arbitration pursuant to Article 11.5:
  - (i) to the **Claimant**,
  - (ii) to the applicant(s),
  - (iii) to the **Trustees**, and
  - (iv) to each of the **Parties**.

11.6.3 Remedy for Late Decisions. Where an **Arbitrator** fails to issue the decision within the time prescribed in Article 11.4.15 or 11.5.7 any party to such arbitration may proceed to have a new **Arbitrator** appointed, in the same manner as the original **Arbitrator** was appointed, and upon appointment of the new **Arbitrator** the original **Arbitrator** shall lose jurisdiction and forfeit any fee or right to claim a fee for the services provided, and the new **Arbitrator** shall resume the arbitration as the **Arbitrator**.

11.6.4 Finality of Decision. The decision of the Panel of **Arbitrators** under Article 11.3, subject to Articles 11.3.11 and 11.3.25, or the **Arbitrator** under Articles 11.4 or 11.5, shall be final and binding on all of the parties to the dispute subject to the right to appeal to the Court of Appeal for Manitoba, on a point of law or jurisdiction, within thirty (30) days of the appealing party's receipt of the Panel of **Arbitrators'** or the **Arbitrator's** decision. Following delivery of a decision, the Panel of

**Arbitrators** or the **Arbitrator** shall be *functus officio* and have no further jurisdiction in relation to the matter which was the subject of the arbitration and which matter shall be *res judicata* between the parties to the arbitration. By agreement, confirmed in writing by all parties to the arbitration, the Panel of **Arbitrators** or the **Arbitrator** may retain jurisdiction to resolve outstanding issues arising from the matter in dispute.

11.6.5            Undertaking.    Upon appointment every **Arbitrator** shall swear or affirm an undertaking in the form of Schedule 11.2.

11.6.6            Vacancy.            Where a vacancy occurs in the office of the **Arbitrator** after the commencement of proceedings, the proceedings need not recommence but may, with the unanimous consent of the parties to that arbitration, continue with a replacement **Arbitrator** or Panel of **Arbitrators**, as the case may be. In the absence of such unanimous consent the arbitration must recommence as if it were a new matter before a new **Arbitrator**.

11.6.7            Amendments.    Upon notice to all parties, a referral may be amended at any time prior to the conclusion of the arbitration on such terms as the **Arbitrator** or Panel of **Arbitrators**, as the case may be, considers just.

11.6.8            Public Hearings.    If the Panel of **Arbitrators** or the **Arbitrator**, as the case may be, decides to hold a hearing, it shall be open to the public. The Panel of **Arbitrators** or the **Arbitrator** may hold the hearing or a portion thereof *in camera* if sensitive financial or other like information is to be disclosed and the legitimate interest in avoiding disclosure of that information outweighs the principle that hearings be open to the public.

11.6.9            No Amendment.    The Panel of **Arbitrators** or the **Arbitrator**, as the case may be, shall not have the authority or jurisdiction to change, alter, or amend this **Agreement** or the

**Indenture**, or any term or provision contained therein.

11.6.10 Relief. The Panel of **Arbitrators** or the **Arbitrator**, as the case may be, may relieve, on just and equitable terms, against breaches of time limits or other procedural requirements set out in this **Agreement** or the **Indenture** provided no prejudice results therefrom.

11.6.11 Disqualification. No person who has a personal or pecuniary interest in a matter referred to arbitration or is otherwise in a conflict of interest which could impair that person's impartiality with respect to such matter, shall act, or continue to act as an **Arbitrator** in relation to that matter.

11.6.12 No Derogation. The provisions of this Article 11 do not apply to actions of the Governor in Council or Lieutenant Governor in Council, Ministers or other servants of Her Majesty in Right of Canada or of Manitoba, where such actions are taken specifically pursuant to federal or provincial statute. Nothing in this Article 11 shall derogate from specific obligations of **Canada** and **Manitoba** pursuant to this **Agreement**.

## 11.7 LEGISLATION

11.7.1 Canada. Notwithstanding section 2 of The Arbitration Act, (Manitoba), that Act does not, by its own force, apply to **Canada**, but **Canada** shall recommend to the Parliament of Canada, legislation providing that the legislation of Manitoba relating to arbitration applies in respect of any dispute between the **Parties** that, under the terms of the **Agreement** is submitted to arbitration. Unless or until such legislation is enacted, an arbitration involving **Canada** will be governed by common law rules.

**SCHEDULE 11.1**

**NOTICE OF REFERRAL TO ARBITRATION UNDER ARTICLE 11.3**

To: (names of respondents)

Take Notice that the following matter is being referred to arbitration under Article 11 of the Norway House Master Implementation Agreement dated \_\_\_\_\_, 1997:

(describe matter in dispute)

FURTHER TAKE NOTICE that I select \_\_\_\_\_ from the list of **Arbitrators** maintained by and available from **Chief and Council** to be one (1) of the three (3) **Arbitrators** on the Panel of **Arbitrators** deciding the matter I am referring to arbitration. I understand that the respondent(s) has(have) the right to select a second **Arbitrator** from the list of **Arbitrators** and that those two (2) **Arbitrators** will jointly select the third **Arbitrator** from the list of **Arbitrators**.

I understand that **Chief and Council** will select an **Arbitrator** for me in the event that I have not selected one (1).

I hereby certify that the above information is correct.

(name of person selected)

If you have any objection to the person selected you have the right to apply to the Court of Queen's Bench to have an **Arbitrator** appointed in accordance with the provisions of The Arbitration Act (Manitoba).

Dated at Norway House the \_\_\_\_\_ of \_\_\_\_\_,

\_\_\_\_\_

Sworn or Affirmed before

A Commissioner, Notary, etc.  
at

this \_\_\_\_\_ day of \_\_\_\_\_,

Notice to Respondent(s):

In accordance with Article 11.3 of the Norway House Master Implementation Agreement, respondents have the right to select an **Arbitrator** to be one (1) of the three (3) **Arbitrators** on the Panel of **Arbitrators** deciding the matter hereby referred to arbitration. If, within seven (7) days of receipt of this Notice of Referral to arbitration,

- (a) where there is a single respondent, the respondent has not selected in writing, an **Arbitrator**, for whatever reason; or
- (b) where there are two (2) or more respondents and **Chief and Council** is not one (1) of those respondents, and the respondents are unable to jointly agree on the selection of an **Arbitrator**;

**Chief and Council** will select an **Arbitrator** on behalf of the respondent(s).

**SCHEDULE 11.2**

**UNDERTAKING OF ARBITRATOR**

I, \_\_\_\_\_ do swear or affirm that I will well and truly try the matters referred to me as provided for by the Norway House Master Implementation Agreement dated \_\_\_\_\_, 1997, and the Arbitration Act (Manitoba) in the matter of:

(State particulars of the matter)

and make a true and impartial award, according to the evidence and my skill and knowledge.

Sworn or Affirmed before )  
 )  
A Commissioner, Notary, etc. )  
 )  
at )  
 )  
this day of , . )  
 )  
 )  
 )  
 )

\_\_\_\_\_

\_\_\_\_\_

# **NORWAY HOUSE CREE NATION**

**Master Implementation Agreement**

## **Article 12**

***Reciprocity***

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## ARTICLE 12

### 12.0 RECIPROCITY

### 12.1 INTRODUCTION

12.1.1 Introduction. This Article 12 sets forth the general releases and indemnities, and the exceptions to both the general and specific releases contained in this **Agreement**.

### 12.2 RELEASES

12.2.1 Release - Canada. **Norway House Cree Nation** hereby releases and forever discharges **Canada** of and from any and all actions, causes of action, suits, claims, demands, losses or damages of any nature or kind whatsoever, at law or in equity, which **Norway House Cree Nation**, its successors, assigns or those it represents, have had, now have or hereafter can, shall or may have, for, or by reason of, any cause, matter or thing whatsoever to the extent attributable to **Existing Development** or arising out of, or under, the **NFA**, save and except as set forth in this **Agreement**, and including claims, if any, of a fiduciary nature which may have arisen in respect of **Canada's** obligations to **Norway House Cree Nation** for anything done or omitted to be done by **Canada** to the **Date of this Agreement** to the extent attributable to **Existing Development** or arising out of, or under, the **NFA**, save and except as set forth in this **Agreement**.

12.2.2 Release - Manitoba. **Norway House Cree Nation** hereby releases and forever discharges **Manitoba** of and from any and all actions, causes of action, suits, claims, demands, losses or damages of any nature or kind whatsoever, at law or in equity, which **Norway House Cree Nation**, its successors, assigns or those it represents, have had, now have or hereafter can, shall or may have, for, or by reason of, any cause, matter or thing whatsoever to the extent attributable to **Existing Development** or arising out of, or under, the **NFA**, save and except as set forth in this

**Agreement**, and including claims, if any, of a fiduciary nature which may have arisen in respect of **Manitoba's** obligations to **Norway House Cree Nation** for anything done or omitted to be done by **Manitoba** to the **Date of this Agreement** to the extent attributable to **Existing Development** or arising out of, or under, the **NFA**, save and except as set forth in this **Agreement**.

12.2.3            Release - Hydro.            **Norway House Cree Nation** hereby releases and forever discharges **Hydro** of and from any and all actions, causes of action, suits, claims, demands, losses or damages of any nature or kind whatsoever, at law or in equity, which **Norway House Cree Nation**, its successors, assigns or those it represents, have had, now have or hereafter can, shall or may have, for, or by reason of, any cause, matter or thing whatsoever to the extent attributable to **Existing Development** or arising out of, or under, the **NFA**, save and except as set forth in this **Agreement**, and including claims, if any, of a fiduciary nature which may have arisen in respect of **Hydro's** obligations to **Norway House Cree Nation** for anything done or omitted to be done by **Hydro** to the **Date of this Agreement** to the extent attributable to **Existing Development** or arising out of, or under, the **NFA**, save and except as set forth in this **Agreement**.

12.2.4            Satisfaction.            Except as otherwise specifically provided in this **Agreement**, all existing and future rights of action and claims of **Norway House Cree Nation**, and of **Norway House Cree Nation** on behalf of each and every past, present and future **Claimant** and their respective estates, and of **Norway House Cree Nation** on behalf of any other person whose action or claim arises from the participation of **Norway House Cree Nation** in the **NFA**, in respect of any claims or causes of action relating to or arising out of **Existing Development** or the **NFA**, as against **Canada**, **Manitoba** and **Hydro** are fully and finally satisfied and concluded.

12.2.5            Covenant.            **Norway House Cree Nation** covenants and agrees not to commence or prosecute any action, claim, demand or proceeding on its own behalf or on behalf of

any other person or entity against any or all of **Canada, Hydro or Manitoba** with respect to any action, cause of action, suit, claim, demand, loss or damage which has been fully and finally concluded or with respect to which **Norway House Cree Nation** has released or indemnified **Canada, Hydro or Manitoba**.

12.2.6 Release. Without limitation to the generality of the releases in Articles 12.2.1, 12.2.2 and 12.2.3, **Norway House Cree Nation** releases and will indemnify and save harmless **Canada, Manitoba and Hydro** from liability for damage to cabins or other structures owned by it or **Members or Community Organizations** and located on any portion of **Compensation Lands** which is to be subject to the **Inundation Easement** or the **Spider Lake Easement**. **Canada** does not assume any obligation for operation, maintenance or refurbishment of any existing structures or improvements on **Compensation Lands**.

12.2.7 Release. Without limitation to the generality of the releases in Articles 12.2.1 and 12.2.2, **Norway House Cree Nation** releases **Canada and Manitoba** from any liability with respect to their granting or acceptance of any easement on **Compensation Lands** provided for in Article 3. **Norway House Cree Nation** further releases **Canada** from any liability with respect to:

- (a) its acceptance of administration and control of the **Compensation Lands** and the setting apart of such lands as **Reserve** with the encumbrances provided for in Article 3; and
- (b) any conversion of **Compensation Lands** to **Permit and Fee Simple Lands** under Article 3.

### 12.3 INDEMNITIES

12.3.1 Indemnity. Except as set out in Articles 12.3.3, 12.5.2, 12.5.3 and 12.5.7, **Norway House Cree Nation** hereby undertakes and agrees to indemnify and save harmless

**Manitoba, Canada and Hydro** in respect of any and all actions, causes of action, suits, claims, demands, losses or damages of any nature or kind whatsoever, at law or in equity, brought or instituted, directly or indirectly, by any **Community Organization** or **Member** by reason of any cause, matter or thing whatsoever attributable to **Existing Development** or arising out of, or under, the **NFA**. This indemnity does not cover the costs of the indemnified **Party** in resisting such claim and is conditional upon the indemnified **Party**:

- (a) forthwith, upon becoming aware of such claim, giving notice to **Norway House Cree Nation**; and
- (b) supporting any application by **Norway House Cree Nation** to be named as a party thereto.

12.3.2 Indemnity. Without limiting the generality of the indemnity provided in Article 12.3.1, **Norway House Cree Nation** hereby undertakes and agrees to indemnify and save harmless **Canada, Hydro and Manitoba**, in respect of any and all actions, causes of action, suits, claims, demands, losses or damages of any nature or kind whatsoever, at law or in equity, brought or instituted by any **Member** or **Community Organization**, caused by or attributable, in whole or in part, to:

- (a) the distribution of moneys, or trust accounts, on behalf of minors or other persons where payments are made by **Chief and Council** to a representative of such person;
- (b) decisions of **Chief and Council** pursuant to Article 10.7;
- (c) the administration and distribution of general compensation under Article 10 or the **Indenture**; or
- (d) the use, pursuant to Article 3.4.10 or 3.4.11 by **Norway House Cree Nation, Members or Community Organizations** of the lands referenced in Articles 3.4.10 and 3.4.11.

12.3.3 Exceptions. Nothing in this **Agreement** shall require **Norway House Cree Nation**

to indemnify **Canada, Manitoba** or **Hydro** for:

- (a) an amount, in aggregate, greater than the face value of the portion of the **Settlement Proceeds** paid by the **Party** demanding indemnity;
- (b) matters for which **Hydro** remains liable under Article 12.4.1;
- (c) obligations related to Article 6 of the **NFA** as referred to in Article 12.5.2;
- (d) breaches of this **Agreement** or future wrongful acts or omissions; and
- (e) claims or actions, which have been settled by the **Party** demanding indemnity prior to the **Date of this Agreement**.

12.3.4 Releases. **Norway House Cree Nation** further covenants to use its best efforts to obtain releases in favour of **Canada, Manitoba**, and, subject to the limitations set out in Article 12.4, **Hydro**, from any **Member** or **Community Organization** who, or which, may, at any time or times have filed or who, in future, may file a claim before the **NFA** arbitrator for compensation for **Adverse Effects on Resources**.

#### 12.4 CONTINUING LIABILITY OF HYDRO

12.4.1 Liability. It is understood and agreed that **Norway House Cree Nation** does not waive, release, or indemnify **Hydro** with respect to liability and claims for:

- (a) personal injury or death, past and future, caused by or attributable to the **Project**;
- (b) **Adverse Effects** as further defined by Article 12.4.2, that were, at the **Date of this Agreement**, unknown or unforeseen and not discernible or foreseeable with the exercise of due diligence;
- (c) **Adverse Effects** to the extent, and only to the extent, such **Adverse Effects** are attributable to **Flow** occurring after the **Date of this Agreement** outside of both the **Compensated Range** and the **Pre-determined Compensation Range** as those

ranges are described and set forth in Articles 2.4.1 and 2.5.1 and shown graphically in Schedule 2.1.

- (d) human disabilities, illness or death resulting from the ingestion of methyl mercury caused by or attributable to the **Project**;
- (e) the recovery and reinterment of human remains disinterred by flooding or shoreline deterioration caused by or attributable to the **Project**; or
- (f) **Adverse Effects** if:
  - (i) **Hydro** exercises its right under Article 2.5.10 and terminates Schedule 2.2 and its obligation to pay **Pre-determined Compensation** under Articles 2.5.1 or 2.5.4, to the extent, and only to the extent, such **Adverse Effects** are attributable to **Flow** outside of the **Compensated Range** occurring after the date of such termination; or
  - (ii) a **Pre-determined Compensation** payment is returned to **Hydro** pursuant to Article 2.5.6, to the extent, and only to the extent, such **Adverse Effects** are attributable to **Flow** outside of the **Compensated Range** occurring during the period which would have been compensated by the payment of **Pre-determined Compensation** if such amount had not been returned to **Hydro**.

12.4.2 Limitation. The **Adverse Effects** referred to in Article 12.4.1(b) are further limited to chemical, biological or physical impacts causing material damage to the adversely affected person, and attributable to the **Project**. Alleged socio-economic damages to the adversely affected person, if any, are understood to be compensable only to the extent that they are caused by or attributable to such chemical, biological and physical impacts.

12.4.3 Notice. **Norway House Cree Nation** as represented by **Chief and Council** shall give **Hydro** prompt notice of any occurrence which is alleged to have caused an **Adverse Effect** as referred to in Article 12.4.1(b), together with all particulars and evidence in support of such occurrence and of any damages which are alleged to have resulted therefrom.

12.4.4 Disputes. If there is a dispute as to whether **Hydro** continues to be liable under Article 12.4.1, with respect to any particular occurrence, that dispute shall be resolved as a preliminary issue under Articles 11.4 and 11.5.

## 12.5 ADDITIONAL PROVISIONS

12.5.1 Inter Party Release. Except as otherwise provided in this **Agreement**, each of **Canada, Manitoba** and **Hydro** hereby release and forever discharge each other, of and from any and all actions, causes of action, suits, claims, demands, losses or damages of any nature or kind whatsoever, at law or in equity, which any one or more of **Canada, Manitoba** or **Hydro** have had, now have or hereafter can, shall or may have against one or more of the others, for, or by reason of, any cause, matter or thing whatsoever to the extent attributable to **Existing Development** or arising out of, or under, the **NFA** to the extent such actions, causes of action, suits, claims, demands, losses or damages of any nature or kind whatsoever relate to **Norway House Cree Nation**. **Canada** and **Manitoba** do not release **Hydro** in relation to any environmental contamination of the Eight Mile Channel or Whiskey Jack parcels, Sites 3.1 and 3.6 of the **Compensation Lands**, which contamination arises from **Hydro's** occupation of those lands and for which contamination **Hydro** is otherwise responsible at law.

12.5.2 Agreement Not to Affect NFA Article 6. Nothing in this **Agreement** shall settle or amend, or be deemed to settle or amend, any claim or obligation arising under Article 6 of the **NFA** or the agreement dated May 10, 1988 to which **Canada, Norway House Cree Nation, Nelson House,**

Split Lake, York Factory Cross Lake, the **NFC**, and the Northern Flood Capital Reconstruction Authority Inc. are parties.

12.5.3 Future Acts or Omissions. Nothing in this **Agreement** shall relieve any **Party** of liability for breaches of this **Agreement**, future breaches of fiduciary obligations, future negligent or unlawful acts or omissions, or future wilful misconduct, on their own part, or on the part of those for whom they are responsible at law.

12.5.4 Liability for Acts or Omissions of Other Parties. Except where otherwise specifically provided, no **Party** shall be liable or responsible for things done or omitted to be done by any other **Party**.

12.5.5 Prior Settlements. Subject to Article 12.5.2, this **Agreement** subsumes all compensation agreements including those which are the subject of orders of the **NFA** arbitrator and all orders of the **NFA** arbitrator for payment, to the extent such agreements and orders pertain to **Norway House Cree Nation** and relate to **Existing Development** or arise out of, or under, the **NFA**. This **Agreement** releases and discharges any action, cause of action or claim arising under any such agreement or order. Nothing in this **Agreement** shall affect any agreement between **Canada** and **Norway House Cree Nation** for the provision of financial resources.

12.5.6 Order. The **Parties** agree that within one hundred and eighty (180) days following the **Date of this Agreement**, application will be made jointly by all of the **Parties** to the arbitrator under the **NFA** for a final order dismissing, with the exception of those claims or portions of claims, specifically excluded by this **Agreement**, all outstanding claims including, without limitation, those claims listed in Schedule 12.1 to this **Agreement**, as those claims relate to **Norway House Cree Nation**. The **Parties** will apply for, consent to and take all necessary steps to obtain an order which



will render the matters involved in such claims *res judicata* among the **Parties**. No **Party** shall thereafter have standing to bring a claim to which such order applies.

12.5.7        Other Agreements.        Nothing in this **Agreement** shall release or discharge any action, cause of action or claim arising from any agreement unrelated to **Existing Development** and not arising out of, or under, the **NFA**.

## SCHEDULE 12.1

### NORWAY HOUSE CREE NATION OUTSTANDING CLAIMS

#### TO BE DISCONTINUED OR DISMISSED

**NFA Arbitrator's  
File Number**

- #12 - Compensation from Mercury contamination (except to the extent such claim relates to the liability of **Hydro** for human disabilities, illness or death resulting from the ingestion of methyl mercury caused by or attributable to the **Project**)
- #16, 16A - Commercial Fishing
- #18 - Study Board Recommendations
- #19 - Remedial Works
- #20 - Failure to Provide Studies and Reports
- #23 - Severance Lines
- #27 - Conservation Officers
- #28 - NFC Administrative Funding
- #31, 31A,  
36- Trapping
- #34 - Education and Training
- #36 - Trapping
- #38, 38A,  
38B - Community Development Plans
- #41 - Community Liaison
- #43 - Land Exchange
- #93 - Failure to Implement WAPB
- #95 - Recreation
- #98 - Management Board
- #99 - Loss of Culture
- #101 - Remedial Works

- #110 - Domestic Fishing
- #111 - Fish Holding Device
- #113 - Failure to Provide Plans
- #114 - Maps
- #116 - Coordination of Programs & Activities
- #126 - Inundation of Trees
- #129 - Extra Costs
- #130 - Shoreline Deterioration
- #131 - Maps for Transportation and Travel
- #132 - Reduced Opportunities
- #133, #133A,  
#133B - Residual Claims; Anxiety & Stress; Federal Underfunding
- #135 - Implementing Articles 3 and 4
- #136 - Community Development & Assistance and Plans
- #137 - Steps Necessary to Implement Provisions of **NFA**
- #139 - Capitalizing Funding for Remedial Works
- #144 - Breach of Certain **NFA** Provisions
- #146 - Housing Upgrading Program
- #150 - Compensation for Incremental Costs
- #158 - Loss of Land Below the Severance Line
- #161 - Waterfowl
- #162 - Allocation of Lakes
- #165 - Global Costs
- #166 - Failure to Implement Land Exchange
- #185 - Coalition to Save Northern Flood
- #186 - Kiskittogisu, filed by Fishermen's Co-Op

# **NORWAY HOUSE CREE NATION**

**Master Implementation Agreement**

## **Article 13**

***General Provisions***

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## ARTICLE 13

### 13.0 GENERAL PROVISIONS

### 13.1 INTRODUCTION

13.1.1 Introduction. This Article 13 contains provisions of a general nature relating to this **Agreement**.

### 13.2 INTERPRETATION

13.2.1 Headings. The Article and section headings, and the introductory provision in each Article are for reference and information purposes only, and shall not affect in any way the meaning or interpretation of this **Agreement**.

13.2.2 Numbers, Plural. Words importing the singular number only shall include the plural, and vice versa, as the context may require; and words importing persons shall include firms, governments and corporations, and vice versa, as the context may require.

13.2.3 Metric Measure. Except where the original document, data or measuring device was in Imperial, and subject to any legislative requirement, in the event of a conflict between metric and Imperial measure, metric measure shall prevail. The **Parties** agree that the metric conversion rate to be used for purposes of this **Agreement** shall be 1 foot equals 0.3048 meters and 1 meter equals 3.28084 feet.

13.2.4 Interpretation Aids. In any interpretation of this **Agreement**, only the **Agreement** itself shall be considered. In the event of an ambiguity, no documents, notes, memoranda, or electronic record, purporting to record the intention of the **Parties** in relation to this **Agreement** shall

be referred to or considered.

### **13.3 PRESUMPTIONS**

13.3.1 No Presumptions. The **Parties** have endeavoured to ensure that the terms of this **Agreement** are as clear as possible and, except as may be specifically set out herein, in interpreting this **Agreement** there shall be no presumption or canon of interpretation in favour of or against any **Party**.

### **13.4 VALIDITY OF PROVISIONS**

13.4.1 Powers and Prerogatives. Nothing in this **Agreement** shall be interpreted to bind or infringe upon the powers and prerogatives of the Parliament of Canada, the Legislative Assembly of Manitoba or any legislative powers of **Chief and Council**.

13.4.2 Statutory Requirements. Nothing in this **Agreement** shall require any **Party** to take any actions not otherwise provided for in this **Agreement**, or required by statute or regulation, or exempt any **Party** from, or be deemed to modify, any requirement arising under statute or regulation.

13.4.3 No Contingency. No portion of the **Settlement Proceeds** shall be used to pay a contingency fee or bonus to any member of **Chief and Council**, or to any advisor or legal counsel acting on behalf of **Norway House Cree Nation** in relation to, or as payment for, work done in negotiating, finalizing or documenting this **Agreement**.



### 13.5 PARTIES

13.5.1 Binding on Parties. This **Agreement** shall be binding upon and enure to the benefit of the **Parties** and their respective successors and permitted assigns. Except for claimants pursuant to Article 10, or **Members** in their capacity as beneficiaries of the **Trust**, nothing in this **Agreement** is intended to confer upon any person not a **Party** to this **Agreement** nor a party to the **Indenture** any rights or remedies under or by reason of this **Agreement** or the **Indenture**.

13.5.2 Not to Share. No member of the House of Commons of Canada or the Legislative Assembly of Manitoba, and no employee or servant of **Canada** or **Manitoba** may share in any part of this **Agreement**, or of any contract, agreement or commission made pursuant to this **Agreement**, or to any benefit to arise from this **Agreement**, except such an employee or servant who is a **Member** and then only to the extent of a benefit which is available to **Members**, or a group of **Members**, generally.

### 13.6 NOTICE

13.6.1 Notices. All notices and other communications provided for in this **Agreement** shall be in writing, and shall be given or served to the applicable addresses set out in this Article, or to addresses a **Party** may from time to time designate to the other **Parties**. Any such communication shall be deemed to have been validly and effectively given on the date of such delivery, if such date is a business day and such delivery has been made during the normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of delivery. Except where personal service is used, the notice or communication shall be deemed to have been received on the date such delivery is confirmed by the receiving party.

Any notice, delivery, communication or provision of documents to **Norway House Cree Nation** provided for in this **Agreement** shall be performed by notice, delivery, communication or provision of documents to **Chief and Council**. The addresses for the **Parties** are:

To **Canada**:

The Regional Director General  
The Department of Indian Affairs Northern Development  
Suite 1100, 275 Portage Avenue  
Winnipeg, Manitoba  
R3B 3A3

To **Norway House Cree Nation**:

Chief and Council of the Norway House Cree Nation  
Box 250  
Norway House , Manitoba  
R0B 1A0

To **Hydro**:

Manitoba Hydro  
General Counsel  
3rd Floor, 820 Taylor Ave.  
Winnipeg, Manitoba  
R3C 2P4

To **Manitoba**:

Deputy Minister of Northern Affairs  
Legislative Bldg.  
Winnipeg, Manitoba  
R3C 0V8

**13.7 ENTIRE AGREEMENT**

13.7.1 **Agreement Supersedes.** This **Agreement** constitutes the entire agreement between the **Parties** in relation to the matters dealt with in this **Agreement** and, except for any prior agreements or arrangements between **Hydro** and **Manitoba** that do not affect the rights of any other **Party** under this **Agreement**, supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the **Parties**, in relation to matters dealt with in this

**Agreement.** There are no representations, warranties, collateral agreements or conditions to this **Agreement** except as expressly stated in this **Agreement**.

13.7.2        No Merger.        Except as expressly provided in this **Agreement** or in any other agreement between the **Parties**, no provisions of any other agreement shall merge with this **Agreement**.

13.7.3        Assignment.        Except as expressly provided in this **Agreement**, neither this **Agreement** nor any portion or provision of this **Agreement**, may be assigned without prior written permission of all of the **Parties**.

13.7.4        Further Action.        Each of the **Parties** to this **Agreement** will, from time to time, and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment, and take such further action as required, to more effectively complete any matter provided for in this **Agreement**.

## **13.8            GOVERNING LAW**

13.8.1        Laws in Manitoba.        This **Agreement** shall be governed by, and construed in accordance with, the federal and provincial laws from time to time in force in the Province of Manitoba.

13.8.2        Citations.        Any reference to legislation shall include amendments thereto or successor legislation, except where the statute or regulation is identified in this **Agreement** as that in force at the **Date of this Agreement**.

13.8.3 Enforceable by Parties. This **Agreement** may only be enforced by a **Party** however, **Members** shall have the right of enforcement established by the **Indenture**. No claim under this **Agreement** or the **Indenture** may be brought against **Canada, Manitoba** or **Hydro** except by a **Party**.

13.8.4 Licences. Nothing in this **Agreement** is intended to detract from, or relieve any **Party** from, obligations incurred pursuant to any legislation, approvals, licences or authorities under which such **Party** operates. Each **Party** expressly reserves the right to raise any issue relating to such licences or authorities.

13.8.5 Federal Licences. Nothing in this **Agreement** is intended to qualify or amend approvals, licences or permits of any kind, granted by **Canada** pursuant to any statute other than the Indian Act (Canada).

### 13.9 GENERAL

13.9.1 No Precedent. Neither this **Agreement** nor any provision of this **Agreement**, shall constitute a precedent for interpreting the rights and obligations, or identifying the intention of any **Party** in relation to any matter involving any person who is not a **Party** to this **Agreement** or a beneficiary under the **Indenture** or an agent of **Chief and Council** or a person claiming through, under or by **Norway House Cree Nation**.

13.9.2 No Admission. Nothing in this **Agreement** shall constitute an admission of liability on the part of any **Party**.

13.9.3 Without Prejudice. This **Agreement** is without prejudice to the position of any **Party** with respect to the provisions of the **NFA**, as those provisions may apply to any person who is not a **Party** to this **Agreement**.

### 13.10 **WARRANTY**

13.10.1 Independent Advice. In addition to the representations and warranties contained in the Community Consultation Report attached as Schedule 13.1 to this **Agreement**, **Norway House Cree Nation** warrants that, throughout the negotiations leading to this **Agreement**:

- (a) it has been independently advised by legal counsel, technical advisors and consultants of its choice with respect to all matters arising in connection with or dealt with in this **Agreement**;
- (b) this **Agreement** has been jointly drafted, considered and revised by representatives of all of the **Parties**, and duly authorized **Norway House Cree Nation** representatives have participated fully in the preparation of this **Agreement**; and,
- (c) it has caused all aspects of this **Agreement** to be explained at community meetings, which were open to all **Members**, in order that all **Members** could have the opportunity to discuss all relevant matters under negotiation and thereafter make an informed decision at ratification.

13.10.2 Acknowledgment. The **Parties** acknowledge that there has been extensive information gathered and exchanged between the **Parties**, regarding the impacts of the **Project** and the implementation of the provisions of the **NFA**. This has included: information gathered or commissioned by each of the **Parties**; information jointly obtained by two (2) or more **Parties**;

information obtained by or on behalf of **Norway House Cree Nation** but funded by another **Party**; and information obtained by **Norway House Cree Nation** for its own purposes in the conduct of these negotiations. The **Parties** acknowledge:

- (a) that additional information could have been gathered, but that the gathering of additional information should not further delay the implementation of the **NFA** and other measures provided for in this **Agreement**; and
- (b) that each of the **Parties**, based on the information available to them, has independently determined that it is sufficiently informed to conclude this **Agreement**.

13.10.3 Disclosure - Canada. Based upon information received from inquiries made in or about February, 1997 to the Assistant Deputy Ministers of the departments of the Government of **Canada** listed in Schedule 13.2, **Canada** warrants that none of the said departments of the Government of **Canada** have made a decision to withhold information or documentation from **Norway House Cree Nation**, which information or documentation a department could reasonably have known was material to the implementation of the **NFA** for the benefit of **Norway House Cree Nation**, except such information or documentation as would not be accessible under the Access to Information Act (Canada).

13.10.4 Disclosure - Manitoba. Based upon information received from inquiries made in or about March, 1997 to the authorized officials of the departments of the Government of **Manitoba** listed in Schedule 13.3, **Manitoba** warrants that none of the said departments of the Government of **Manitoba** have made a decision to withhold information or documentation from **Norway House Cree Nation**, which information or documentation a department could reasonably have known was material to the implementation of the **NFA** for the benefit of **Norway House Cree Nation**, except such information or documentation as would not be accessible under The Freedom

of Information Act (Manitoba).

13.10.5        Disclosure - Hydro.        **Hydro** warrants that it has not, at any time made a decision to withhold information or documentation from **Norway House Cree Nation**, which information or documentation **Hydro** could reasonably have known was material to the implementation of the **NFA** for the benefit of **Norway House Cree Nation**, except such information or documentation as would not be accessible under The Freedom of Information Act (Manitoba).

13.10.6        Disclosure - Norway House Cree Nation.        **Norway House Cree Nation** warrants that it has not, at any time, made a decision to withhold information or documentation from **Canada, Manitoba** or **Hydro**, which information or documentation **Norway House Cree Nation** could reasonably have known would have been material to the decision of the other **Parties** in entering into this **Agreement**, except such information or documentation as is, or was, of a privileged or confidential character, or is, or was, prepared for the purposes of presenting recommendations to **Chief and Council**.

### 13.11            **INDEPENDENT LEGAL ADVICE**

13.11.1        Independent Legal Advice.        This **Agreement** shall be accompanied by a certificate of independent legal advice in the form and content of Schedule 13.4.

### 13.12            **APPROPRIATION**

13.12.1        Appropriation.        The amounts payable by **Canada** and **Manitoba** pursuant to this **Agreement** are subject to appropriation by the Parliament of Canada and the Legislative Assembly

of the Province of Manitoba, respectively.

**13.13 SUNDRY**

13.13.1 Amendment. This **Agreement** may be amended:

- (a) in whole or in part by the **Parties** acting unanimously; or
- (b) in part, by two (2) or more of the **Parties**, but only where expressly provided in this **Agreement**.

In addition, certain forms set forth in Schedules to the **Agreement** may be amended by **Chief and Council** under Article 10.5.14 and by **Chief and Council** and the **Trustees** under Section 22.3 of the **Indenture**.

13.13.2 Acknowledgment. **Norway House Cree Nation** acknowledges that except as specifically provided in this **Agreement**, none of **Manitoba, Hydro** or **Canada** shall be responsible for the effectiveness of the implementation arrangements in this **Agreement**, and **Norway House Cree Nation** acknowledges that there is no sanction or warranty, either express or implied, by any of **Manitoba, Hydro**, or **Canada**, that the arrangements in this **Agreement** will result in the attainment of the goals of **Norway House Cree Nation**.

13.13.3 Treaty Rights. Nothing in this **Agreement** is intended to alter the aboriginal or treaty rights of **Norway House Cree Nation** or other aboriginal peoples recognized and affirmed under section 35 of the Constitution Act, 1982. The **Parties** are, pursuant to the terms of this **Agreement**, implementing the **NFA** by compensating and making provision for future compensation:

- (a) in cash or kind; and
- (b) through the implementation of compensatory and mitigatory arrangements to



address **Adverse Effects** on:

- (i) **Norway House Cree Nation,**
- (ii) **a Member,**
- (iii) **a group of Members, or**
- (iv) **the respective property, resources or assets of Norway House Cree Nation, Members or groups of Members or the exercise of their rights.**

13.13.4 Rights of Other First Nations Not Affected. Nothing in this **Agreement** affects any rights or obligations of any First Nation other than **Norway House Cree Nation.**

13.13.5 Warranty. For the purpose of the negotiation and ratification of this **Agreement,** **Norway House Cree Nation** warrants that:

- (a) the **NFC** has not been, for any purpose, the agent or representative of **Norway House Cree Nation** in relation to the **NFA**, or any claim thereunder, except for Claims 38, 38B, 159, and 165; and
- (b) such agency in relation to those claims shall not affect the validity of the releases given by **Norway House Cree Nation** in this **Agreement** with respect to those claims.

13.13.6 Assumption of Liability. If **Hydro** ceases:

- (a) to be an agent of Her Majesty the Queen in Right of Manitoba;
- (b) to have legal authority and control over the operation of the **Project**; or
- (c) to have legal authority and control over the operation of any major work or structure constituting part of the **Project**, the operation of which could affect inundation or storage of water for purposes of the **Project** in the **Resource Management Area**;

then **Manitoba** shall:

- (d) in the circumstances to which Article 13.13.6(a) or Article 13.13.6(b) applies, assume all of the rights and obligations of **Hydro** under this **Agreement**; and
- (e) in the circumstances to which Article 13.13.6(c) applies, assume the rights and obligations of **Hydro** under this **Agreement**, as such rights and obligations relate to the works or structures over which **Hydro** no longer has effective authority and control.

In all such events, the provisions of this **Agreement** shall be read with the necessary changes to reflect the assumption by **Manitoba** of rights and obligations of **Hydro** under this **Agreement**, but such assumption shall not relieve **Hydro**, or any successor of **Hydro**, of its obligations under this **Agreement**.

13.13.7 Notice. **Manitoba** shall give immediate notice to the other **Parties** where the events specified under Articles 13.13.6(a) or (b) or (c) occur, and in such notice shall specify which of Articles 13.13.6(d) or (e) applies.

13.13.8 Limitation. No arbitration or court proceeding shall be brought against **Manitoba** under Articles 13.13.6 for any alleged misfeasance, malfeasance or non-feasance of **Hydro**, except by a **Party**.

13.13.9 Dispute. If **Manitoba** disputes that it has assumed the rights and obligations of **Hydro** under Article 13.13.6, that dispute may only be referred to arbitration or to court by a **Party**.

13.13.10 Indexing. Except for amounts set out in the **Financial Schedule**, in Article 2 in relation to **Pre-determined Compensation**, and in the **Indenture** in regard to the cost limitation

for a **Capital Work** referenced in Section 8.7(b) of the **Indenture**, where any amount of money is specified in dollars in this **Agreement** it will, where appropriate in the context, be read as if it had been adjusted over time from the **Date of this Agreement** based upon Consumer Price Index ("CPI").

13.13.11 CPI. CPI means the monthly publication by Statistics Canada of statistical data related to the change in price of goods and services (All Items excluding alcoholic beverages and tobacco products) for the Province of Manitoba 1986 = 100.

13.13.12 Four Party Meeting. Any **Party** may, at any time, convene a meeting of the **Parties** for purposes relating to this **Agreement**, by providing not less than thirty (30) days written notice setting forth the purpose, date, time and place in Winnipeg, or any other agreed place in Manitoba, for such meeting.

**Schedule 13.1****COMMUNITY CONSULTATION REPORT**

---

**INTRODUCTION**

The Northern Flood Agreement (NFA) was signed on December 16, 1977, and after signing was ratified by the Members of Norway House Cree Nation on March 15, 1978. Due to a lack of agreement amongst the Parties to the NFA on its meaning and the resulting entitlements of the signatory Bands, the approach taken to implementing the NFA was essentially through the Bands' and Members' filing of claims with the NFA Arbitrator. Over the years, this process proved to be time consuming and less effective than originally hoped. Accordingly, a negotiated implementation of the NFA was attempted in 1990 through the global negotiations. This process was not successfully concluded.

In April, 1994, the Council of Norway House Cree Nation decided to pursue negotiations to implement the NFA on their own behalf and approached Manitoba in this regard.

On October 13, 1994, Norway House Cree Nation, along with Manitoba and Hydro, signed a Memorandum of Understanding (MOU), which was endorsed by Canada by way of a letter. This MOU formally began, and set out, the process to be followed in the negotiation of a NFA implementation agreement for Norway House Cree Nation.

Over the next two months, negotiations were undertaken which resulted in an Agreement in Principle (AIP), which was signed on December 15, 1994. The AIP provided the framework for the Master Implementation Agreement (MIA). The AIP was followed by an Advance Agreement on December 16, 1994. A further Advance Agreement was entered into on April 30, 1996.

**NEGOTIATING TEAM SUPPORT**

Council's participation in negotiations sessions in the fall of 1994 leading up to the MOU, and subsequently the AIP, was supported by a good representation of the membership. In addition, the Negotiations Working Group took part in the meetings in Winnipeg.

Following the signing of the AIP, Council appointed two Norway House Cree Nation Members as full-time representatives on the Negotiating Team along with the senior negotiator and the Council designate. This Negotiating Team has since represented Norway House Cree Nation at the negotiations, provided liaison to Council in regard to discussions underway and matters to be decided, and coordinated community consultations. Council has continued to attend in Winnipeg to be available to consult on negotiations issues and to take part in the Four Party deliberations, as required.

In Norway House, Council opened the NFA Office to provide a local coordination center. This office is staffed by the full-time representatives of the Negotiating Team, in addition to other staff, and is open during normal business hours. Members are encouraged to drop in, or call the office, to discuss the negotiations underway and to obtain information and documentation.

**COMMUNITY CONSULTATION PROCESS**

Consultation meetings with Norway House Cree Nation Members have been undertaken in Norway House at various times from the election of the Council in March, 1994. These consultative meetings have been grouped into essentially three time periods as follows:

- 1) from April, 1994 to December, 1995;
- 2) from October, 1996 to February, 1997; and
- 3) April and May, 1997.

The following lists set out the dates, type of meeting, and number of Members in attendance. In addition, beginning in the fall of 1994, the local workgroup for negotiations consisting of 27 Members started meeting locally, and attending meetings in Winnipeg.

This workgroup was divided into ten subgroups dealing with the following subject areas:

- 1) Land
- 2) Resources
- 3) Remedial Works and Infrastructure
- 4) Recreation
- 5) Economic Development
- 6) Employment and Training
- 7) Environment
- 8) Health
- 9) Social Development
- 10) Cultural Development

These subgroups were responsible for reviewing the negotiations subject matter related to their area of specialization up to the signing of the AIP. Following the signing of the AIP, copies of it were distributed throughout the community. The Band meetings held subsequent to this distribution explained the contents of the AIP and dealt with Members questions related to it and the negotiations in general.

**Meetings April, 1994 to December, 1995**

	<u>DATE</u>	<u>LOCALE</u>	<u>TYPE OF MEETING</u>	<u># OF MEMBERS PRESENT</u>
1)	April 18/94	Band Hall	NFA Implementation	390 Members
2)	May 16/94	Band Hall	NFA Implementation	106 Members
3)	June 6/94	Band Hall	General Meeting	84 Members
4)	June 20/94	Band Hall	Band Meeting	130 Members
5)	July 12/94	Band Hall	Band Meeting	22 Members
6)	August 11/94	Band Hall	Band Meeting	24 Members
7)	Sept 13 & 14/94	Band Hall	Band Meeting	92 Members
8)	September 21/94	Band Hall	Band Meeting	150 Members
9)	September 22/94	Band Hall	Band Meeting	144 Members
10)	October 5/94	Band Hall	Meeting Re: MOU	225 Members
11)	Oct 18 to 21/94	Winnipeg	NFA Implementation Negotiations	35 Members - Chairpersons & Elders
12)	October 27/94	Band Hall	Meeting Re: MOU	270 Members
13)	Nov 1 to 4/94	Winnipeg	NFA Implementation Negotiations	16 Members - Chairpersons & Elders
14)	Nov 7 to 10/94	Winnipeg	NFA Implementation Negotiations	18 Members - Chairpersons & Elders
15)	Nov 11 to 18/94	Norway House	Negotiations Working Group Meeting	9 Members - Chairpersons & Elders
16)	November 21/94	Wechetowin @ Church Hall	Negotiations Information Meeting	Not recorded
17)	Nov 21 to 24/94	Winnipeg	NFA Implementation Negotiations	10 Members - Chairpersons & Elders
18)	November 28/94	Band Hall	Meeting Re: AIP	82 Members
19)	November 30/94	Norway House	Negotiations Working Group Meeting	Not recorded

20)	Dec 2 to 7/94	Norway House	Negotiations Working Group Meeting	25 Members - Chairpersons & Elders
21)	December 9/94	Norway House	Negotiations Working Group Meeting	16 Members - Chairpersons & Elders
22)	Dec 12 to 15/94	Winnipeg	NFA Implementation Negotiations	15 Members - Chairpersons & Elders
23)	December 19/94	Norway House	Negotiations Working Group Meeting	3 Members - Chairpersons & Elders
24)	Jan 9 to 12/95	Norway House	Negotiations Working Group Meeting	9 Members - Chairpersons & Elders
25)	January 19/95	Norway House	Negotiations Working Group Meeting	9 Members - Chairpersons & Elders
26)	February 7/95	Norway House	Negotiations Information Meeting with Trappers	Not recorded
27)	February 27/95	Band Hall	Public Information Meeting Re: Land Selection and Implementation Process	Not recorded
28)	March 13/95	Band Hall	NFA Workshop	47 Members
29)	March 22/95	Band Hall	NFA Meeting	Not recorded
30)	March 27/95	Churchill Hall	Trappers' Meeting	Not recorded
31)	June 14/95	Multiplex	Trappers' Meeting	Not recorded
32)	July 17/95	Multiplex	Trappers' Meeting	Not recorded
33)	July 20/95	Washahigan Lodge and Resource Area	Meeting Re: Land Selections and Land Site Visits	14 Members & Trappers
34)	October 18/95	Norway House - NFA Office	Trappers' Association Meeting	6 Trappers
35)	December 12/95	Multiplex	Band Meeting	705 Members

The nature and scope of the discussions undertaken at these meetings are detailed below.

**General Band Meeting - April 18, 1994, Norway House**

There were three hundred and ninety (390) Members in attendance, in addition to the Acting Chief and Council and the meeting chairperson, recorders and recording secretaries.

Discussions were held in regard to Council undertaking meetings in Winnipeg concerning the Northern Flood Agreement (NFA). An overview of the Implementation Officer and Key Communicator program was provided. Members provided suggestions and asked questions about the proposed initiative.

**General Band Meeting - May 16, 1994, Norway House**

Approximately one hundred and six (106) Members were in attendance, in addition to the Acting Chief and Council and the meeting chairperson, recorders and recording secretaries.

Discussions were held concerning a meeting to take place in Norway House with the other parties to the NFA for discussions on the implementation of that agreement. Members made comments, provided suggestions and asked questions concerning the proposed initiative.

**General Band Meeting - June 20, 1994, Norway House**

There were one hundred and thirty (130) Members in attendance, as well as the Acting Chief and Council and the First Nation staff, meeting recorder and a recording secretary.

Discussions centered on the need for recreational facilities and opportunities in the community, particularly for youth, to offset the damage done by the Hydro Project and on the need to build a bridge at Sea Falls. The possibility of providing same through the construction of a Multiplex Arena and financing it through Northern Flood Agreement entitlements was raised. The decision was made to proceed with the construction of the recreational facility.

**NFA Workshop - September 14, 1994 - Norway House**

There were ninety-two (92) Members in attendance, in addition to members of Council, the meeting chairperson, recorder, secretary and First Nation staff.

Discussions included reviewing the options available for implementing the NFA which were identified as:

- 1) the present process through arbitration claims;
- 2) past global negotiations;
- 3) negotiations based on a Memorandum of Understanding (MOU); and
- 4) the courts.

Each option was discussed in turn with background information provided for each option. Agreement was reached to continue to hold workshops to discuss the MOU option. Members were encouraged to make comments and pose questions.



**General Band Meeting - September 21 and 22, 1994, Norway House**

There were one hundred and fifty (150) Members in attendance on September 21, 1994, and one hundred and forty-four (144) on September 22, 1994, as well as all of the Councillors, the meeting chairperson, recorders, secretaries and First Nation staff.

Discussion centered on an overview of the options for implementing the NFA which were discussed during last week's workshop, more workshops to come later and an update on the claims process and the status of various arbitration claims. Members made comments and asked questions.

**General Band Meeting - October 5, 1994, Norway House**

There were two hundred and twenty-five (225) Members present, in addition to all of the Councillors, the meeting chairperson, recorders, secretaries and First Nation staff.

Discussions included the four options available for implementing the NFA:

- 1) global settlement;
- 2) arbitration on a claim by claim basis;
- 3) memorandum of understanding (MOU); and
- 4) the courts.

A summary of a draft MOU was reviewed and it was explained that consultations would need to be held and any proposed agreement would have to be approved by the Members in a ratification vote. Concerns were raised in regard to the rights of the trappers and fishermen. The experiences of the other NFA Bands were discussed. A formal vote was held which approved of the First Nation proceeding with the proposed MOU with the consultation of the membership. Members provided comments and suggestions and raised concerns and questions they had.

**General Band Meeting - October 27, 1994, Norway House**

There were two hundred and seventy (270) Members in attendance, as well as the Chief, the Acting Chief and Council, the meeting recorders and secretaries and the First Nation elder.

Discussion centered on the MOU signed by the NHCN Council, Manitoba Hydro and the Province of Manitoba, copies of which were provided to Members. It is explained that community consultations would be held and that any proposed agreement would be put to a referendum for the membership to approve or not. It was also explained that any agreement approved would settle the outstanding claims, including Claim #95 related to recreation which was currently being worked on. A motion was made to divide any moneys received, including the proposed budget for consultations, on a per capita basis. The motion was defeated. It was proposed that the arena be paid for from any moneys received from the NFA. Members were encouraged to make comments and suggestions and to raise any concerns or questions they had.

**NFA - Information Meeting - November 28, 1994, Norway House**

There were eighty-two (82) Members in attendance, as well as the Acting Chief and Council, the meeting chairperson and recorders and the working group staff.

Discussion consisted of a review of the draft Agreement in Principle (AIP), which was distributed to the Members, issues dealt with included whether or not the NFA would continue to be in effect, the process for the negotiation of the implementation of the NFA, the proposed quantum of money to be paid to NHCN, the interests and problems of the trappers and fishermen, the concept of releases to be provided to Canada, Manitoba and Hydro, the regular annual funding from Indian Affairs, the referendum to be held under the Indian Act to approve or reject the proposed Master Implementation Agreement (MIA), the establishment of the Working Group to deal with this matter, and the Coalition which is opposed to the process. The floor was opened to Members for comments, suggestions and questions.

**NFA - Information Meeting - March 13, 1995, Norway House**

There were forty-seven (47) Members present, in addition to the Acting Chief, members of the Working Group, members of the negotiating team, First Nation staff, the senior negotiator (Robert F. Roddick) and technical advisor (Jean Lamoureux).

Discussion centered on whether or not to proceed with the process as outlined, the proposed quantum of the agreement and how it was calculated, the referendum to be held, the claims to be settled, the exclusion of the commercial fishery and other exclusions including Article 6 of the NFA, accountability to the membership, environmental monitoring, the water regime, and reciprocity. Also discussed was the \$1.4 Million budget for negotiations and consultations costs and the costs incurred to date, the nature of the work of the working group and the composition of the negotiation team, and the Multiplex building and the proposed administration building. Members raised comments, suggestions and questions.

**Norway House Local Trappers' Association Meetings - June 14, 1995 and July 17, 1995 - Norway House**

Attendance at these meetings was not recorded.

Discussion involved the proposed land site selections for compensation lands, and for permit and fee simple lands. The maps of the proposed sites were reviewed and were posted in the Multiplex, along with requests for feedback from Members, for several weeks following these meetings. As well, the draft Articles related to land transfer and easements were handed out to Members at these meetings.

**Norway House Local Trappers' Association Meeting - October 18, 1995 - Norway House**

This meeting was attended by the members of the Board of Directors of the Norway House Local Trapper's Association and by one of Norway House negotiations team members and First Nation staff.

Discussion focused on the draft Trapper's Program and the draft Trust Indenture. Matters discussed included the continuing capital balance in the Trapper's Account available to fund the Trapping Program in future years and the need for the program to be flexible to address the different impacted areas with the Norway House Resource Area (RTL).

### **General Band Meeting - December 12, 1995 - Norway House**

This meeting was attended by some seven hundred and five (705) Members, as well as the Acting Chief and Council and the meeting recorders and secretaries. In addition, the meeting was broadcast live on the local community cable television channel.

The purpose of the meeting was to discuss the court injunction obtained by the Coalition to Save Northern Flood, and to seek direction from the membership on how to proceed. Discussion centered on two options:

- 1) leave the court injunction in place; or
- 2) give the Council the mandate to continue with the NFA implementation negotiations.

Issues discussed included the earlier attempts at an injunction, the use of names in the affidavits supporting the request for the injunction without the knowledge or consent of the people involved, community consultations not having been actively undertaken as a result of the disagreements, the option of leaving things lie until after the next election for Chief and Council, the inability to make a per capita payment, the alternative option of passing a motion giving Council the mandate to proceed, and supporting the motion with a petition of Members. A motion was made to give council the mandate to proceed and the motion was approved.

Following this meeting, a petition in support of reconvening the negotiations was circulated in the community. By the end of February, 1996, approximately twelve hundred electors had signed it. Accordingly, in mid-March, 1996, an agreement was reached whereby the Coalition dropped their opposition to the negotiations.

Negotiations with the other Parties therefore started up again in early April, 1996. Over the course of the summer of 1996, consultation meetings have been held with the various Norway House Cree Nation program directors and managers in order to brief them on the contents of the developing draft of the MIA. Similar discussions have been held with the commercial fishermen.

By October, these negotiations and consultations had produced a comprehensive draft of the MIA which could be used for more extensive consultations with First Nation Members. Listed below are the meetings held to review this draft document.

### **Meetings - October, 1996 to February, 1997**

	<u>DATE</u>	<u>LOCALE</u>	<u>TYPE OF MEETING</u>	<u># OF MEMBERS PRESENT</u>
1)	October 1/96	Gunisao Lake Lodge	Review of MIA	Chief and Council/ Staff/Members
2)	October 2/96	Gunisao Lake Lodge	Review of MIA	Chief and Council/ Staff/Members/ Elders

3)	October 3/96	Gunisao Lake Lodge	Review of MIA	Chief and Council/ Elders/Staff/ Members
4)	October 4/96	Gunisao Lake Lodge	Review of MIA/Trust	Chief and Council/ Elders/Staff/ Members
5)	October 8/96	Norway House	Review of MIA/Trust	Chief and Council/ Elders/Staff/ Members
6)	October 10/96	Norway House	Review of MIA/Trust	First Nation Staff/Members
7)	October 11/96	Norway House	Review of MIA/Trust	First Nation Staff/Members
8)	October 17/96	Norway House	Review of MIA/Trust	First Nation Staff/Members
9)	October 29/96	Winnipeg	Commercial Fishery and MIA	Chief and Council/ First Nation Staff
10)	December 3/96	Norway House	Commercial Fishery and MIA	First Nation Staff/Members
11)	December 9/96	Norway House	Commercial Fishery and MIA	First Nation Staff/Members
12)	February 12/97	Norway House	Commercial Fishery and MIA	First Nation Staff/Members/ Fishermen's Co-op Executive

The nature and scope of the matters discussed at these meetings are elaborated below.

#### **Review of MIA - October 1, 1996, Gunisao Lake Lodge**

This meeting was attended by Chief and Council, First Nation staff, Members, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter) and technical advisor (Jean Lamoureux).

The purpose of the meeting was to review in detail the draft MIA and the draft guidebook on the MIA developed for the community consultations. Discussions included Article 1 re: overview and definitions, re: past credits and loans paid to, or on behalf of, Norway House Cree Nation; agreed to defer discussion of per capita until elders present tomorrow; Article 2 and pre-determined compensation, numbers of instances in a year when flows may go outside the compensated range and the duration of each instance are compensated once each year only; Article 3 re: compensation lands, agreed to develop detailed map of same for community consultations and deferred further discussion until elders are present. General discussion was held on ability to table revisions to MIA with other parties based on feedback received from Members during community consultation meetings.

**Review of MIA - October 2, 1996, Gunisao Lake Lodge**

This meeting was attended by Chief and Council, Elders, First Nation staff, Members, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter) and technical advisor (Jean Lamoureux).

The purpose of the meeting was to review in detail the draft MIA and the draft guidebook on the MIA developed for the community consultations. Discussions included Article 7 re: environmental baseline data and the future re: claims for unknown and unforeseen adverse effects; Article 8 re: human resource development and implementation of the MIA, Green Plan, Water and Sewer, and Housing; Article 9 re: future development only being able to proceed if within proposed easement of MIA or if NHCN agrees; fee simple lands and expropriation only for public purposes with entitlement to compensation and replacement land; Article 1 re: proposed per capita payments and approval of expenditure of money; Article 4 re: previous agreements with Hydro concerning electrification process, forestry matters, and land selection and land use planning and resource management plans.

**Review of MIA - October 3, 1996, Gunisao Lake Lodge**

This meeting was attended by Chief and Council, Elders, First Nation staff, Members, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter) and technical advisor (Jean Lamoureux).

The purpose of the meeting was to review in detail the draft MIA and the draft guidebook on the MIA developed for the community consultations. Discussions included Article 10 re: project damages and whether damage occurs as long as on Project Waterways; NFA Article 6 provisions for water and sewer; Article 11 re: Arbitrator being able to speak Cree for local arbitrations, integrity of system and use of panel of arbitrators instead of a single Arbitrator to decide on matters brought for resolution; Article 12 re: continuing liability of Hydro and limitations of same, and "due diligence" in regard to adverse effects, defining and measuring adverse effects; Article 14 re: ratification process and the steps involved, the number of votes needed for the MIA to be approved and Indian Affairs referendum regulations; and Article 13 re: Treaty rights and what does striking down federal and provincial laws mean if they interfere with NFA; Migratory Birds Act, sturgeon fishing and Treaty rights re: fishing; and discussion of Limestone Point Park and creation of any park requiring NHCN consent under the MIA.

**Review of MIA - October 4, 1996, Gunisao Lake Lodge**

This meeting was attended by Chief and Council, Elders, First Nation staff, Members, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter) and technical advisor (Jean Lamoureux).

The purpose of the meeting was to review in detail the draft MIA, the draft Trust and the draft guidebook on the MIA developed for the community consultations. Discussions included the Trust and the parties to the Trust and their roles under the Trust, the removal of the majority vote for the Elder and the removal of the Elder from office, purchase and sale of fee simple lands by the Land Corporation; proposed seniors payments and getting actuarial data on costs of pension plan for all Members after they reach 65 years of age; operation and maintenance of capital works and linkage to funding for Operation and Maintenance funds from INAC.

**Review of MIA - October 8, 1996, Norway House**

This meeting was attended by Chief and Council, Elders, First Nation staff and Members, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter) and technical advisor (Jean Lamoureux).

The purpose of the meeting was to review in detail the draft MIA, the draft Trust and the draft guidebook on the MIA developed for the community consultations. Discussions included the Trust guidebook concerning Sections 10 to 13 on operations and maintenance of capital works, housing, links to normal programming, environmental monitoring and RTL and Resource Lands; environmental monitoring agency, predetermined compensation and development of scope of environmental baseline studies to be undertaken, future development and impacts, bridge at Sea Falls and need for Province to do environmental assessment before proceeding with construction; Trapper's program and allocation to sub-account not to go through main CAP and need to expand scope of program activities; Section 14 re: investment of Trust assets, clause on market changes and deletion of clause; Section 16 re: Trust payments to Chief and Council and add-in of new text and issues concerning declaration of incompetence versus local culture approach to same, re: payments for children in custody of Child Welfare Agencies and other membership issues; re: CAP and Member approval first and Chief and Council approval second; Sections 18 and 19 re: annual audits and reports and accountability to membership, failure to attend annual meeting, copies of audits to be provided to Manitoba and Hydro; and Section 22 re: releases from NHCN for Canada, Manitoba and Hydro.

#### **Review of MIA - October 10, 1996, Norway House**

This meeting was attended by First Nation staff and Members, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter) and technical advisor (Jean Lamoureux).

The purpose of the meeting was to review in detail the draft MIA, the draft Trust and the draft guidebook on the MIA developed for the community consultations. Discussions included previous consultations to date in regard to the MOU and the AIP; compensation quantum and advances to date; distribution of information locally to interest groups; legal matters involved with process; ratification procedures; Trust guidebook re: Chief and Council duties; adverse effects, unknown or unforeseen adverse effects, and studies done or required; Arbitration versus negotiated settlement; requirement for releases from NHCN for Canada, Manitoba and Hydro under MIA; Hydro bonds received and sale of same if desired; capital growth of Trust funds for population growth; Article 1 re: past payments; claims settled listed in Article 12; claims against Trust to be settled locally; investment provisions of Trust and risk factors.

#### **Review of MIA - October 11, 1996, Norway House**

This meeting was attended by First Nation staff, Members, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter) and technical advisor (Jean Lamoureux).

The purpose of the meeting was to review in detail the draft MIA, the draft Trust and the draft guidebook on the MIA developed for the community consultations. Discussions included settlement quantum and how it was arrived at; Schedule 'E' of NFA and fulfilling obligations of same; proposed senior payments and Trust Income; powers and role of proposed resource management board and proposed environmental monitoring agency; Treaty and Aboriginal rights not affected by MIA; claims process; self-government and dismantling issues effect on MIA; successor body text to be added to agreement; linkage between Trust assets and INAC asset list; consultation process; Article 2 review of water regime compensated range, predetermined compensation, flow basis of water regime; Articles 3 and 4 re: site selection, land exchange, NFA provisions of 4 to 1 versus proposed 15 to 1 ratio of affected lands to compensation lands; TLE and environmental issues, easements and expropriations for public purposes with compensation and replacement land; fee simple lands and development of resources re: same, hold areas and development of resources re: same.

**Review of MIA - October 17, 1996, Norway House**

This meeting was attended by First Nation staff and Members, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter) and technical advisor (Jean Lamoureux).

The purpose of the meeting was to review in detail the draft MIA, the draft Trust and the draft guidebook on the MIA developed for the community consultations. Discussions included TLE and third party interests in RTL; projects for harvesting resources in Resource Area and protection of rights under Article 5.2.1; Article 5 re: resources management regime and role of board; respective jurisdictions; Article 3 and Easements re: transmission line easement and Conawapa Project; Article 6 regarding Indian moneys; Article 7 re: environmental monitoring agency, baseline data study and linkage to Article 2, other parties, claims process and resource management board; Article 8 on underfunding study of 1980's and normal programming; Article 9 on future development process to be followed by Hydro; Article 12 re: releases; Article 10 regarding claims process; Article 14 and ratification requirements; and general discussion re: community consultation process to be undertaken.

**Review of MIA - October 29, 1996, Winnipeg**

This meeting was attended by Chief and Council and First Nation staff, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter) and technical advisor (Jean Lamoureux).

The purpose of the meeting was to review in detail the Commercial Fishery issue and the MIA. Discussions included Provincial response to correspondence re: commercial fishery and inclusion in MIA; and factors needing to be addressed to include commercial fishery in MIA.

**Review of MIA - December 3, 1996, Norway House**

This meeting was attended by First Nation staff, commercial fishermen and the senior negotiator (Robert F. Roddick).

The purpose of the meeting was to discuss the potential inclusion of the commercial fishery in the MIA, the factors needing to be addressed for same, including quantum of money, increased quota, licences and process to be followed.

**Review of MIA - December 9, 1996, Norway House**

This meeting was attended by First Nation staff, commercial fishermen and the senior negotiator (Robert F. Roddick).

The purpose of the meeting was to discuss the potential inclusion of the commercial fishery in the MIA, the offer re: same, including quantum of money, increased quota, licences and process to be followed.

**Review of MIA - February 12, 1997, Norway House**

This meeting was attended by First Nation staff, the Fishermen's Co-op Executive, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter) and technical advisor (Jean Lamoureux).

The purpose of the meeting was to report on the status of negotiations, particularly in regard to the increased quota on Lake Winnipeg.

Subsequent to these meetings, certain mineral exploration initiatives in the Norway House Resource Area and Hold Areas came to light. This matter caused the consultations process to be held in abeyance pending its resolution. This matter was resolved as of May 12th, 1997 and formal community consultation meetings recommenced on May 27th, 1997. A series of meetings were subsequently held in June, 1997. Listed below are these meetings.

**Meetings - May, 1997 and June, 1997**

	<u>DATE</u>	<u>LOCALE</u>	<u>TYPE OF MEETING</u>	<u># OF MEMBERS PRESENT</u>
1)	May 27/97	Multiplex	Commercial Fishermen	36 Members
2)	June 9/97	Multiplex	Trapper's Meeting	30 Members
3)	June 9/97	Norway House	Radio and TV Show	- N/A -
4)	June 10/97	Norway House	Radio and TV Show	- N/A -
5)	June 19/97	Multiplex	Open House Meeting	43 Members
6)	June 20/97	Multiplex	Open House Meeting	99 Members

The nature and scope of the discussions held and the matters dealt with are detailed below.

**Commercial Fishermen Meeting - May 27, 1997, Multiplex, Norway House**

This meeting was attended by Councillor Fred Muskego, negotiating team member Allan Wilson, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter), technical advisor (Jean Lamoureux), and thirty-four (34) commercial fishermen.

The purpose of the meeting was to review the commercial fishing related aspects of the MIA with the commercial fishermen. Fred Muskego opened the meeting with an overview presentation on the MIA negotiations, the community consultation process and the purpose of the meeting this day with the commercial fishermen. Bob Roddick advised that there would be a referendum held later this summer on the MIA and, if approved, that the commercial fishing related funding would flow through the Trust to be set-up, but if it were not approved, then the current interim agreement between the commercial fishermen and Hydro and Manitoba would continue until 1998, with the funding coming from the current agreement for one more year.

The main points of the commercial fishing component of the MIA were reviewed including:

- funding in 1997 would consist of \$500,000.00 for the purchase of fish quota on Lake Winnipeg and the approximately \$330,000.00 for the commercial fishing program on a yearly basis;
- funding in subsequent years would consist of the interest earned on the \$4.5 Million Hydro Bond paying 10% interest per year until its maturity in 2018;
- 15% of the interest each year is to be reinvested into the capital base of Trust for commercial fishing purposes; and
- the commercial fishermen are to develop their own fishing program each year and decide on how to make use of the funds.



Discussions included advising the fishermen that some Trustees would be elected and others would be appointed by Chief and Council, and that Chief and Council intended to appoint one commercial fishermen as a Trustee. It was requested that names be provided to Chief and Council, that the candidates would have to be eligible for fidelity bonding, that training would be provided by the Corporate Trustee and that Trustees would be paid a fee and their reasonable expenses. The relative merits of elected versus appointed Trustees was discussed with the point being made that there was no way to guarantee the commercial fishermen one of the Trustee positions if all of the Trustees were elected.

Questions were raised in regard to the fishermen's control of the funds in the Trust related to commercial fishing. Section 22.4(e) and (f) related to the requirement for a majority vote of the fishermen in attendance at a meeting to amend or dissolve their sub-account was reviewed and discussed. The commercial fishermen deliberated on the number of fishermen required for a meeting to be convened, based on their existing bylaws, and requested that legal counsel provide them with a bylaw revision whereby a minimum of twenty-seven (27) fishermen would need to be in attendance at a meeting to decide on Trust related matters, and that a majority of those in attendance would have to be in favour of a proposal for it to be passed.

Questions were raised on how do people know the money will be in the Trust when needed in future years. The Trust requirements related to minimum capital amounts each year and the minimum 15% of income being reinvested into the capital base were reviewed as were the supported visual aids in the guidebook on the MIA. Questions were also raised concerning the approval process for the development of the commercial fishing program and the expenditure of funds from the Commercial Fishing Sub-account. Various scenarios were raised, including renegade Trustees trying to block the program, an alternative group attempting to access funding, and Chief and Council trying to block the program. The Trust approval process for the Commercial Fishing Program was reviewed, including a flowchart visual aid which was handed out. It was pointed out that only the Commercial Fishing Association, as defined in the Trust Indenture, could access funding, and that as of today that body is the Norway House Fishermen's Co-operative. The definition was reviewed in order to address any concerns for the future. The points were made that the funds in question are for a defined set of purposes, and that as long as the proposed program met those purposes, then the proposed program could not be blocked legally by either renegade Trustees or a future Chief and Council. Additionally, the local arbitration provisions of the MIA were reviewed as the mechanism for resolving any dispute of this nature, should it arise.

The fishermen were advised of the Trust requirement for the payment of funds to Chief and Council, prior to Chief and Council then paying them to the Commercial Fishing Association, which was put into place on the advice of legal counsel as a taxation consideration.

Finally, discussions dealt with the purchase of 595,000 pounds of fish quota with a loan of \$595,000.00 from the First Nation and how the additional \$95,000.00 was to be repaid. The fishermen were advised that the repayment terms for the \$95,000.00 would need to be worked out between the Norway House Fishermen's Co-operative and Chief and Council.

The meeting ended with the commercial fishermen being advised that open house meetings would be held in Norway House in the succeeding weeks, and that if they have any other questions or concerns, that they should come to those meetings.

#### **Trapper's Meeting - June 9, 1997, Multiplex, Norway House**

The meeting was attended by Councillor Fred Muskego, negotiating team member Allan Wilson, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter), technical advisor (Jean Lamoureux), twenty-four (24) trappers, and four (4) other NHCN Members.

The purpose of the meeting was to review the trapping related aspects of the MIA and any other aspects of the MIA with the trappers. Fred Muskego opened the meeting with an overview presentation in Cree on the MIA negotiations, the community consultation process and meeting schedule, the MIA Guidebook and the schedule for the first and second polls to be held in Norway House and Winnipeg re: the ratification vote. One of the elder trappers shared his personal experiences as a trapper, past efforts to negotiate trapping settlements and the continuing problems in the industry.

Questions were raised in regard to the quantum of the Trapping Sub-account at \$3 Million and how it was calculated. Fred Muskego explained that it was the capital amount determined to be needed to provide the trappers with yearly funding at levels that would service the program developed by the trappers, and that the current proposal would provide \$135,000.00 to \$145,000.00 a year. Discussion ensued on how the yearly funding should be dispersed, and whether it should go only to affected traplines or to all trappers. Discussion was also held on the proposed Norway House Resource Management Board, the role it would play in the RTL and how it might affect trappers who are in non-affected areas of the RTL. A question was raised related to the discontinuance of the ability to pass on a trapping licence to one's child.

The MIA ratification requirements were reviewed and the three requirements of: 1) a majority of electors voting in favour; 2) a majority of Adult Members actually voting; and 3) a majority of Adult Members voting, voting in favour, were discussed. Discussions were held concerning the claims process, potentially depleted traplines and the extraordinary events clause of the Trapping Program. Allan Wilson reviewed the various appropriate uses of the Trapping Sub-account, including income support, incentives to encourage trapping, education re: trapping, country food program for Members, transportation assistance, grub staking, program administration costs, and an income assistance program. Discussions were held re: Hydro's continuing liability for some matters, re: the ability to file claims against Hydro for those matters and re: releases. It was noted that anything to do with domestic fishing would have to be addressed through the CAP process of the Trust.

The schedule of meetings to come in Norway House and Winnipeg was again referenced at the conclusion of the meeting.

#### **Radio and TV Show - June 9, 1997, Norway House Local Cable TV Station - two (2) hours**

The show was attended by Councillor Fred Muskego, negotiating team member Allan Wilson, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter), and technical advisor (Jean Lamoureux).

As a result of an accidental death in the community, the format for the Radio and TV Shows to be held June 9th to 11th was modified so that presentations were made on the air and questions were recorded for subsequent follow-up, as opposed to being dealt with on the live broadcast. In addition, the show on Monday was restricted to the afternoon, while the show planned for Wednesday, June 11th was rescheduled to Tuesday morning due to the funeral. These changes were announced on the Monday afternoon show.

Fred Muskego then opened the official show by referencing last Friday's opening statement, also broadcast live, on the commencement of the community consultation process in advance of the ratification vote and by reviewing the proposed schedule of meetings to come in Norway House and Winnipeg. Fred Muskego then proceeded to review the MIA Guidebook Overview Section, including: the background to the negotiations; the Memorandum of Understanding (MOU) of October 13, 1994; the Agreement in Principle (AIP) of December 15, 1994; that the MIA fulfils NFA obligations and promises of the other Parties except for specifically excluded obligations such as Article 6 and the continuing Hydro liabilities; that the MIA settles all outstanding NHCN and Member NFA claims, except where

specifically excluded such as Claim 138; that the MIA deals with all known and foreseeable Adverse Effects of the Project as of the Date of the Agreement; and that the MIA specifies the manner in which it may be ratified by Members; that the costs of the MIA negotiations and community consultations are paid for by the Other Parties; the schedule of payments to come from the Other Parties; the past payments received under the NFA; 55,000 to 60,000 acres of new Reserve Lands to come; 2,276 acres of Fee Simple Lands to come; the set-up of Keenanow Trust; the water regime and the Pre-determined Compensation calculations; the set-up of the Environmental Monitoring Agency, and of the Norway House Resource Management Board for joint resource management planning and joint land use planning with Manitoba; the claims procedure; the trapping support program; the commercial fishery components of the MIA; Hydro's continuing liability in regard to personal injury or death, unknown or unforeseen Adverse Effects, methyl mercury poisoning, recovery and reburial of human remains disturbed by flooding or shoreline erosion, and Adverse Effects caused by operating the Project outside the water regime; that the MIA does not affect aboriginal or treaty rights; and that Claim 138 is not affected. Allan Wilson then reviewed the MIA and the fourteen Articles in summary fashion in Cree.

#### **Radio and TV Show - June 10, 1997, Norway House Local Cable TV Station - four (4) hours**

The broadcast was done in two sessions, one in the morning and one in the afternoon. The broadcast was attended by Councillor Fred Muskego, negotiating team member Allan Wilson, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter), and technical advisor (Jean Lamoureux).

Fred Muskego began the broadcast by providing an introduction to the session to come, to the MIA Guidebook to be reviewed in detail, and to the community consultation meetings to come next week. Fred Muskego then began by going through the MIA Guidebook, starting with Article 1 Agreement and Interpretation, with an explanation of its contents followed by a reading of each of the example questions. These dealt with the settlement moneys, payments to lawyers and consultants, the replacement of the NFA with the MIA, except for NFA Article 6, Claim 138 re: sewer and water, and the continuing Hydro liabilities, how the financial settlement quantum was determined, past and future per capita payments, including different rates for Elders, advances paid against the settlement, employment to be created, the Trust to be set-up and its Trustees and the Corporate Trustee, and the current tax exemption of the Trust. Allan Wilson then presented Article 2 Water Levels and Flows, and its contents and meaning, as well as the example questions dealing with the water regime, flows, the compensated range and pre-determined compensation.

Fred Muskego then explained once again the change in the format and scheduling of the Radio and TV Show due to the death in the community and the funeral to be held tomorrow, and he advised that there would be open house meetings in Norway House next week on Thursday and Friday, June 19th and 20th where people could raise any questions in regard to the MIA. He then informed people again of the first and second polls to be held for off-reserve Members in Winnipeg on Saturday, July 12th and Saturday, July 26th. The morning session then came to an end.

The afternoon session followed the same format as the morning session with Fred Muskego and Allan Wilson alternating as the presenter. Fred Muskego began with Article 3 Compensation Lands and Easement Lands, and Article 4 Permit Lands and Fee Simple Lands, related maps, easements and sample questions from the MIA guidebook. Allan Wilson then followed with a brief explanation on Article 14 Ratification and Execution and the number of voters, and votes in favour, needed to ratify the MIA. Allan Wilson then reviewed Article 5 Integrated Land Use and Resource Management, Article 7 Environmental Monitoring and Investigation, Article 9 Future Development, and Article 14 Ratification and Execution, once again. Fred Muskego reviewed Article 6 Indian Moneys, Article 8 Settlement Proceeds and Federal and Provincial Funding and Programming, Article 10

Compensation for Claims and General Compensation, Article 11 Arbitration, Article 12 Reciprocity, and Article 13 General Provisions, with a detailed explanation of the releases in Article 12 Reciprocity. A question which was phoned in asked about the future following a successful ratification vote. Fred Muskego provided an overview response and asked Jean Lamoureux to explain the Trust and how the financing aspects worked over time. Jean Lamoureux referred to the bar graphs in the MIA Guidebook, explained how moneys were locked into the Trust with the use of yearly minimum capital amounts, or "floors" below which the value of the Trust could not fall, explained the different assumptions in regard to rates of return on investments over time, advised of the requirement for the yearly reinvestment of at least 15% of the income thereby enabling the Trust to grow each year to provide for future generations and help to offset inflation, and explained the basic requirements of the Trust being the approval by Members of expenditures proposed each year and the subsequent yearly accountability reporting by Chief and Council, and the Trustees, to Members on actual expenditures in the form of audited financial statements and goal attainment reports. Fred Muskego closed the session by referring to the schedule of meetings to be held next week and advising people that these sessions would also be televised on the local cable TV station and radio. Explanations were in both English and Cree although primarily in Cree. The tapes of the three sessions are being repeated on the TV and radio a number of times.

#### **Open House Meeting - June 19, 1997, Multiplex, Norway House**

The meeting was held in three sessions, morning, afternoon and evening. The meeting was attended by Councillor Fred Muskego, negotiating team member Allan Wilson, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter), technical advisor (Jean Lamoureux) and forty-one (41) NHCN Members.

Individual Members from time to time raised questions with different members of the negotiating team in regard to a range of matters including claims process for damaged property, the quantum of the settlement versus the amounts from the global negotiations of 1989-90, the approval process for Trust expenditures and the role of Members and Chief and Council in regard to same, the potential sale of permit/fee simple lands by the Land Corporation and Chief and Council without prior disclosure to Members, the water regime, land site selections, easements, the NH Resource Management Board, the Environmental Monitoring Agency, Pre-determined Compensation, the role of the Trustees, Arbitration and the Ratification process, and the number of votes needing to be cast, the number of votes needing to be cast in favour, and the number of electors needed to vote in favour. Allan Wilson and Fred Muskego made a presentation in Cree in the afternoon session to a group of elders and took them through the entire MIA using the visual aids from the MIA guidebook.

#### **Open House Meeting - June 20, 1997, Multiplex, Norway House**

The meeting was held in two sessions, one in the morning and one in the afternoon. The meeting was attended by Councillor Fred Muskego, negotiating team member Allan Wilson, the senior negotiator (Robert F. Roddick), legal counsel (Harley Schachter), technical advisor (Jean Lamoureux) and ninety-seven (97) NHCN Members. Members of NHCN staff were in attendance Friday afternoon.

Individual Members from time to time raised questions with different members of the negotiating team on a variety of matters, including the historical background to the NFA and the MIA, the growth of Trust assets in future years, environmental conditions and concerns and NFA provisions in regard to same. In the afternoon session, Robert F. Roddick, Allan Wilson, Fred Muskego, Jean Lamoureux and Harley Schachter made a presentation to the NHCN staff covering the main aspects of the MIA. Discussions held related to water regime flows versus levels in the NFA, severance lines and easements, pre-determined compensation and only one payment per year per zone regardless of the number of times a zone is reached or how long the flows stay in a particular zone, the ability to go to arbitration if damages are

greater than the pre-determined compensation payments to be received, problems in regard to the traplines in the area of the Logan Lake land site selection, (Site 4.4), and the request to delete the selection from the list of permit/fee simple land sites, future development process and further negotiations and potential compensation to be decided on should it arise in the years to come, the Trust and whether or not it could be dissolved and how, the claims account and whether or not there will be sufficient funds to address claims submitted, Schedule E of the NFA and the eradication of mass poverty, the potential value of existing NFA claims versus the MIA settlement quantum, per capita payments and how proposed amounts were arrived at, and the amount of money paid out under the NFA to date versus the money paid to date and to come from the MIA.

#### **PUBLICATIONS AND MEDIA**

A number of newsletters, information letters and newspapers have been distributed to Norway House households including the following:

- 1) Norway House First Nation - Issue #1 - October 1994 - Newsletter;
- 2) Norway House First Nation - NFA Negotiations Report, First Edition Newsletter, November 12, 1994;
- 3) Norway House First Nation Council - Informational Letter to the Band Membership, December 1, 1994;
- 4) Acimowin Newspaper - Vol. 1 No. 1, April 1995;
- 5) The Norway House Journal - Vol. 1 No. 2, July 1995; and
- 6) Information Package for the Norway House First Nation - Trust Indenture - October 12, 1995
- 7) Acimowin Newspaper - Vol. 1 No. 3, February 1996;
- 8) Norway House Cree Nation Journal - August, 1996.
- 9) Norway House Cree Nation Journal - October, 1996
- 10) Norway House Cree Nation Journal - November, 1996
- 11) A Growing and Developing Community - December, 1996 - with Detailed Housing Report.
- 12) Norway House Cree Nation Journal - May 1997
- 13) Norway House Cree Nation Master Implementation Guidebook - May 1997  
 This document, a summary of the Master Implementation Agreement written in simplified language, was distributed to every home in Norway House and made available to Cree Nation members living in Winnipeg through the Negotiations Office at #780 - 125 Garry Street. Distributed with these guidebooks and available at the Implementation Office were schedules of consultation meetings to be held both in Norway House and in Winnipeg.
- 14) Draft Master Implementation Agreement - Copies of the draft agreement were made available to Cree Nation members both in Norway House and in Winnipeg.

- 15) Norway House Cree Nation Journal - June 1997
- 16) Advertisements were placed in the Winnipeg Free Press, Thompson Citizen, Nickel Belt News, First Perspective, and on Mikisew Morning (CBC North Country) for June and July.
- 17) Norway House Cree Nation Master Implementation Guidebook/Notice - June 1997  
*The MIA Guidebook, a summary of the Master Implementation Agreement written in simplified language, and a Notice to Members of the Norway House Cree Nation, a notice of the dates and location of the Referendum, were distributed by courier to every identified Norway House Cree Nation Member living in Winnipeg on June 25, 1997.*

The draft Articles of the MIA were translated into Cree and mailed to all households in Norway House in late summer, 1995.

Throughout June and July, 1995, a movie video on the history of Norway House Cree Nation and the NFA, including the current negotiations for its implementation, was produced for local broadcast in August, 1995.

**SCHEDULE 13.2**

**FEDERAL DEPARTMENTS CONSULTED**

Department of Indian Affairs & Northern Development

Department of Transport

Department of the Environment

Department of Fisheries & Oceans

Department of Health & Welfare

**SCHEDULE 13.3**

**PROVINCIAL DEPARTMENTS CONSULTED**

Department of Highways and Transportation

Department of Natural Resources

Department of Environment

Department of Finance

Department of Energy and Mines

Department of Urban Affairs

Department of Industry Trade and Tourism

Department of Health

Clerk of the Executive Council





# **NORWAY HOUSE CREE NATION**

**Master Implementation Agreement**

## **Article 14**

***Ratification  
and Execution***

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## ARTICLE 14

### 14.0 RATIFICATION AND EXECUTION

#### 14.1 INTRODUCTION

14.1.1 Introduction. This Article 14 sets forth the ratification and execution process for this Agreement.

#### 14.2 RATIFICATION AND EXECUTION

14.2.1 Initial Referendum. The initial referendum process for approval of this Agreement is set out below:

- (a) prior to the advance poll referenced in Article 14.2.1(e)(iii), **Chief and Council** on behalf of **Norway House Cree Nation** shall:
  - (i) make available at the Band office on the **Reserve**, at a central location in Winnipeg and at the offices of the Department of Indian Affairs and Northern Development in Winnipeg, as many copies of the **Agreement** as may reasonably be required and permit interested **Members** to examine them,
  - (ii) conduct at least one (1) public meeting of **Members on Reserve** and in Winnipeg and at each such meeting fully explain the nature and significance of this **Agreement**, and
  - (iii) have its principal consultants and legal advisors present at the meetings specified in Article 14.2.1(a)(ii);

- (b) notice of each meeting shall be posted in not less than five (5) prominent, public locations on **Reserve**, including the Band offices, for meetings on **Reserve**, and for a meeting in Winnipeg at the Aboriginal Centre at 181 Higgins Avenue and announced at least once per week in each of the 2 weeks prior to the meeting, in the following media:
- i) The Winnipeg Free Press,
  - ii) The Thompson Citizen,
  - iii) The Thompson Nickel Belt,
  - (iv) Native Communications Inc., Mikisew Morning, CBC North (radio), or any replacement programs on Radio and Television, and
  - v) the public television channel operating on **Reserve**;
- (c) in each notice **Chief and Council** on behalf of **Norway House Cree Nation** shall:
- i) give notice of the time, date and place of each meeting,
  - ii) advise where **Members** can review or obtain copies of this **Agreement** and related information, and
  - iii) advise **Members** of the time, date and polling places for the referendum and the advance poll;
- (d) prior to the date of the referendum, **Chief and Council** shall provide to **Canada, Manitoba** and **Hydro** a **Council Resolution** with a copy of the newspaper notices attached, certifying that the provisions of Article 14.2.1(a) to 14.2.1(c) have been fulfilled;
- (e) a Referendum shall be conducted on **Reserve** with polls for voting at the Norway House Multiplex on Tuesday, July 29, 1997 and in Winnipeg at the Aboriginal Centre at 181 Higgins Avenue on Saturday, July 26, 1997, from 9:00 am to 8:00 pm on both days, in accordance with the secret ballot procedures prescribed by sections 4 to 20 of the Indian Referendum Regulations, C.R.C. 1978, c. 957, as amended by SOR/94-369, (the "Referendum"), excepting that:
- i) the term "elector" as used in that Regulation shall be read as "**Adult**

**Member",**

- ii) the date of the Referendum shall be deemed to be "the date of the voting" for the purpose of subsection 4(1) of the said Regulations,
  - iii) at least two (2) weeks prior to the date of the Referendum, there shall be an advance poll held on **Reserve** and in Winnipeg, the Winnipeg advance poll to be held at the Aboriginal Centre on a Saturday,
  - iv) the day of the advance poll shall be set forth in the notice posted by the electoral officer under subsection 4(1) of the said Regulations, and
  - v) the advance poll shall be conducted substantially in accordance with the procedures for voting on the date of the Referendum with such modifications as may be reasonably necessary;
- (f) all **Adult Members** shall be entitled to vote in the Referendum. A list of "electors" within the meaning of the Indian Act (Canada) shall be compiled separately from the list of other **Adult Members** and the votes of each list of voters shall be separately tabulated and reported;
- (g) this **Agreement** shall be approved by the Referendum if:
- i) a majority of those **Adult Members** eligible to vote, vote,
  - ii) a majority of votes cast approve this **Agreement**, and
  - iii) a majority of the "electors" within the meaning of the Indian Act (Canada) entitled to vote, approve this **Agreement**;
- (h) the Referendum will be conducted by **Canada**, who shall provide to **Chief and Council, Manitoba and Hydro** a statement in a form similar to that required under Section 19 of the Indian Referendum Regulations, C.R.C. 1978, c.957, as amended by SOR/94-369, with the votes of each list of voters separately tabulated and reported; and
- (i) any appeals associated with the Referendum shall be dealt with in accordance with Sections 31 and 32 of the Indian Referendum Regulations, C.R.C. 1978, c.957.

14.2.2            Second Referendum. If the requirements of Articles 14.2.1(g)(i) and (ii) are met but, based on the statement of results provided under Article 14.2.1(h), the requirement of Article 14.2.1(g)(iii) is not met, then, provided a majority of the "electors" within the meaning of the Indian Act (Canada) who voted, voted to approve this **Agreement**, then the results of the Referendum conducted under Article 14.2.1 shall be appended to this Article 14 and if the **Parties** are satisfied that the Referendum conducted under Article 14.2.1 demonstrated very substantial support for the **Agreement**, a further referendum ("Second Referendum") shall, as soon as possible following the initial Referendum, be conducted as follows :

- (a) a Second Referendum shall be conducted on **Reserve** with polls at the Norway House Multiplex, and in Winnipeg with polls at the Aboriginal Centre at 181 Higgins Avenue, in accordance with the secret ballot procedures prescribed by sections 4 to 20 of the Indian Referendum Regulations, C.R.C. 1978, c. 957, as amended by SOR/94-369, excepting that:
  - i) the term "elector" as used in that Regulation shall be read as "**Adult Member**", and
  - ii) the date of the Second Referendum shall be deemed to be "the date of the voting" for the purpose of subsection 4(1) of the said Regulations,
- (b) all **Adult Members** shall be entitled to vote in the Second Referendum. A list of "electors" within the meaning of the Indian Act (Canada) shall be compiled separately from the list of other **Adult Members** and the votes of each list of voters shall be separately tabulated and reported;
- (c) having regard to the results of the Referendum conducted under Article 14.2.1, and notwithstanding Article 14.2.1(g), this **Agreement** shall be approved by the Second Referendum if:

- i) a majority of the **Adult Members** who vote in the Second Referendum approve this **Agreement**, and
  - ii) a majority of the "electors" within the meaning of the Indian Act (Canada) who vote in the Second Referendum, vote to approve this **Agreement**;
- (d) the Second Referendum will be conducted by **Canada**, who shall provide to **Chief and Council, Manitoba and Hydro** a statement in a form similar to that required under Section 19 of the *Indian Referendum Regulations*, C.R.C. 1978, c.957, as amended by SOR/94-369, with the votes of each list of voters separately tabulated and reported; and
- (e) any appeals associated with the Second Referendum shall be dealt with in accordance with Sections 31 and 32 of the *Indian Referendum Regulations*, C.R.C. 1978, c.957.

14.2.3            Ballots.     The ballots for the Referendum and the Second Referendum shall be written in both English and in Cree syllabics.

14.2.4            Condition Precent.     The approval of this **Agreement** by referendum under this Article 14 is a condition precent to this **Agreement** and to the ratification and execution of this **Agreement**.

14.2.5            Agreement of No Force and Effect.     This **Agreement** shall be without force and effect and without prejudice to any of the **Parties**, unless and until it has been duly ratified and executed by all of the **Parties**, and the **Indenture**, which is to be concurrently executed, has been likewise executed.

IN WITNESS WHEREOF the **Parties** have executed this **Agreement** on the dates indicated below.



Signed, sealed and delivered  
in the presence of:

"Sean Lamoureux"  
Witness

"Seal"

**Norway House Cree Nation**

"Ron Evans"

Chief

"Fred Muskego"

Councillor

"Mike Muswagon"

Councillor

"Larson Anderson"

Councillor

"Ken McKay"

Councillor

"James Dixon"

Councillor

"Fred Clarke"

Councillor

on the 5<sup>th</sup> day of December, 1997

**Her Majesty the Queen in Right of the Province of  
Manitoba**

Per: "David Newman"

on the 20<sup>th</sup> day of November, 1997

**The Manitoba Hydro-Electric Board**

Per: "Ken Tennenhouse"

Per: "R.B. Brennan"

on the 28<sup>th</sup> day of November, 1997

**Her Majesty the Queen in Right of  
Canada**

Per: "Jane Stewart"

on the 31<sup>st</sup> day of December, 1997

"Seal"