

THE AGREEMENT 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 YORK FACTORY FIRST NATION, as represented by
the Chief and Council,

(hereinafter referred to as "York Factory"),

OF THE THIRD PART,

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD,

(hereinafter referred to as "Hydro"),

OF THE FOURTH PART.

ARTICLE 4

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Schedule 4.1: **York Factory Resource Management Area**

ARTICLE 4

4.0 RESOURCE MANAGEMENT

4.1 INTRODUCTION

4.1.1 Introduction. Article 4 sets out the procedures for establishing and operating a Resource Management Board consisting of representatives of **Manitoba and York Factory.**

4.2 RESOURCE MANAGEMENT AREA

4.2.1 Designation of Area. **York Factory and Manitoba** shall each, within their respective authority and powers, designate the areas described in Schedule 4.1, as the **Resource Management Area.**

4.2.2 Amendment of Area. The **Resource Management Area** may be amended by agreement between **York Factory and Manitoba.**

4.3 RESOURCE MANAGEMENT BOARD

4.3.1 Establishment. Within ninety (90) days following the **Date of this Agreement, Manitoba and York Factory** 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 Resource Management Board ("the Board"). All subsequent appointments shall each be for a term of four (4) years.

4.3.2 Board Meetings. The inaugural Board shall meet at the Reserve not later than thirty (30) days following the appointment of its last member. The Board shall meet at least four (4) times a year at York Landing.

4.3.3 Change in Members. **York Factory and Manitoba** may change the number of Board members provided that there will always be an equal number of members appointed by each.

4.3.4 Alternate Members. If any Board member is unable or unwilling to complete that member's term of appointment, **York Factory and Manitoba** shall, as the case may be, appoint an alternate member for the balance of such term.

4.3.5 Replacing Members. **York Factory 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 party.

4.3.6 Rules and Appointment of Chair. The Board shall establish its rules and procedures. A chair shall be selected from among the 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.

4.3.7 Quorum. A quorum shall be at least three (3) members of each of **Manitoba and York Factory.**

4.3.8 Decisions. Decisions of the Board shall be made by consensus unless a member requests and a majority agrees that a decision be made by vote. Equal numbers of members appointed by **York Factory and Manitoba** shall participate in any vote.

4.4 PROGRAMS AND BUDGETS

4.4.1 Annual Program and Budget. The Board shall, on or before September 1 in any year, submit an annual program and budget for the next fiscal

year to **York Factory** and **Manitoba** for approval. Within ninety (90) days of receipt of the budget, each such **Party** shall advise the Board whether it accepts or rejects all or part of the annual program and budget.

4.4.2 Budget Components. The budget:

- (a) may 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, and
 - (v) other programs or activities determined by the Board;
- (b) will identify how the budget will be funded including the proportions to be paid by **York Factory** and **Manitoba**; and
- (c) will include, where under Article 4.7.1 public meetings are to be conducted on the Shamattawa or Fox Lake Reserves, the costs of such meetings including the reasonable transportation expenses of the Board members.

4.4.3 Sharing of Costs. **York Factory** and **Manitoba** shall pay the costs of their representatives on the Board, not covered by normal programs. Other budgeted costs will be shared by **York Factory** and **Manitoba** in the proportions

determined under Article 4.4.2(b), however, any costs under Article 4.4.2(c) shall be paid by **Manitoba**.

4.4.4 Technical Support. Technical support and programs for land use planning and material resource management available from **Manitoba**, will be made available to and co-ordinated with programs of the 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**.

4.4.5 Fiscal Year. The fiscal year of the Board shall commence on April 1 in any year unless changed by agreement between **Manitoba** and **York Factory**.

4.4.6 Reports. The Board:

- (a) may publish reports or other materials; and
- (b) shall within ninety (90) days after the end of the fiscal year provide **York Factory, Manitoba** and **Canada** 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 therefore.

4.5 BOARD FUNCTIONS

4.5.1 Board Activities. The Board may:

- (a) investigate **Resources**, their use, and any influences on them;
- (b) monitor activities within the **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 Article 4.5.2 and 4.5.3;
- (g) develop and recommend Land Use Plans in accordance with Article 4.5.4 and 4.5.5; and
- (h) carry out other duties jointly assigned to it by **York Factory and Manitoba**.

4.5.2 Resource Management Plans. The Board may develop and recommend Resource Management Plans which, without limitation thereto may include provision for:

- (a) total allowable harvesting levels;

- (b) species enhancement;
- (c) methods of harvesting;
- (d) health and safety considerations;
- (e) procedures for the assignment or re-assignment of new, vacant or under-utilized traplines, fishery quotas and wild rice leases;
- (f) enforcement considerations;
- (g) protecting and enhancing **Resources** and their environment;
- (h) prescribing and monitoring levels of use;
- (i) establishing priorities and allocations for domestic, commercial and recreational uses of **Resources** by lease, permit, quota or otherwise;
- (j) resolving conflicts related to the use of **Resources**;
- (k) protecting and conserving **Resources**; and
- (l) sustainable development of **Resources**.

4.5.3 Application of Resource Management Plans. Notwithstanding Article 4.5.2 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** or **Basic Planning Statement** or **Planning Scheme** for the **Municipality** or any part thereof.

4.5.4 Land Use Plans. The Board may develop and recommend Land Use Plans, which without limitation may include provision for:

- (a) zoning lands;
- (b) prescribing areas of land or bodies of waters for purposes of regulating use;
- (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; and
- (f) resolving conflicting uses of land.

4.5.5 Application of Land Use Plans. Notwithstanding Article 4.5.4 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**.

4.6 APPROVAL OF PLANS

4.6.1 Reference. The Board shall forward Land Use Plans, Resource Management Plans or recommendations to **York Factory, Manitoba** and **Hydro**

accompanied by evidence of the Board compliance with Articles 4.7.1, 4.7.2 and 4.7.3 and written reasons for supporting the plan or recommendation.

4.6.2 Responding to Plans. Within ninety (90) days of receiving a plan or recommendation, **York Factory and Manitoba** shall notify the Board in writing, with a copy to each other, whether they accept or reject the plan or recommendation.

4.6.3 Resubmission. The Board may, within sixty (60) days of receipt of notice under Article 4.6.2, that a plan or recommendation is not acceptable, resubmit to **York Factory 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 Board may consider relevant.

4.6.4 Final Decision. **York Factory and Manitoba** may, within sixty (60) days of a resubmission by the Board under Article 4.6.3, advise the Board and each other in writing of their final decision on the matter. No further resubmission under Article 4.6.3 may be made without the approval of any dissenting party.

4.6.5 Extensions. Time limits set forth in Articles 4.6.2, 4.6.3, and 4.6.4 may be extended by agreement of **York Factory** and **Manitoba**.

4.6.6 Adopting Plans. Where **York Factory** and **Manitoba** both advise the Board that a plan is acceptable for adoption, each shall promptly take all appropriate steps within their respective jurisdictions to give the plan full effect and shall promptly provide the Board with documentation giving the plan such effect.

4.6.7 Withdrawal of Plans. In the absence of approval and implementation by both **York Factory** and **Manitoba**, no Resource Management Plan, Land Use Plan developed by the Board, or recommendation of the Board will have any force or effect.

4.6.8 Updating Plans. The Board shall conduct a regular review of all approved plans and recommendations and, where it is considered necessary, propose amendments to **York Factory** and **Manitoba** along with supporting reasons. The procedures outlined in Articles 4.6.2 to 4.6.7, both inclusive, shall apply to any proposed amendments.

4.6.9 Resource Allocations. Pending approval of any Land Use Plan or Resource Management Plan with respect to the lands and **Resources** within the

Resource Management Area, Manitoba and York Factory shall refer requests for resource allocations and applications for Land Use Permits to the Board. Within forty-five (45) days of receiving such referral, the Board may submit recommendations on the allocations or land uses in accordance with Article 4.6. Requests for resource allocations and applications for Land Use Permits received prior to the establishment of the Board will be deferred pending its establishment and will then be referred to the Board for consideration hereunder.

4.7 CONSULTATION

4.7.1 Consulting the Public. Before recommending that a Land Use Plan or Resource Management Plan be adopted, the Board will:

- (a) hold one or more public meetings in such manner as it determines to be appropriate, to obtain the view of, and provide information to, interested parties; and
- (b) give at least thirty (30) days written notice of such meeting under Article 4.7.1(a) to **Hydro**, Shamattawa First Nation, Fox Lake First Nation and any municipal authority within the **Resource Management Area** and provide them with a copy of any proposed plan.

4.7.2 Giving Notice. In addition to any other notice, the Board shall bring public meetings to the attention of, and invite thereto, any local associations of **Resource** users within the **Resource Management Area** known to have an interest in the subject matter.

4.7.3 Consultation with Fisheries and Oceans. Before any recommendation concerning fish or marine mammals in estuaries of rivers or creeks flowing into, or along the shore of Hudson's Bay is forwarded to **York Factory** or **Manitoba**, the Board will provide copies of the proposed recommendation, with the supporting information available to the Board, to the Federal Department of Fisheries and Oceans (Canada) and solicit their views, consider alternatives proposed, and provide copies of any final recommendation and supporting materials.

4.7.4 Requesting Information. **York Factory** and **Manitoba** shall each, upon written request of the Board and subject to payment unless waived of any prescribed fee, provide the Board with information within their control about matters being dealt with by the Board except where such information is privileged or confidential.

4.7.5 Requesting Assistance. **York Factory and Manitoba** shall each, upon written request of the Board, provide to the Board:

- (a) information concerning the application of existing laws, policies, procedures and plans affecting management or use of **Resources** in the **Resource Management Area**; and
- (b) assistance in drafting any recommendation or plan, provided that this shall not imply that **Manitoba** or **York Factory** will adopt the recommendation or plan.

4.8 **GENERAL**

4.8.1 Transitional Measure. From the **Date of this Agreement** to the date the Board first meets, **York Factory and Manitoba** shall defer pending and new applications for **Resource** allocations and land use permits within the **Resource Management Area**. The Board shall provide recommendations on these applications within forty-five (45) days of its first meeting.

4.8.2 No Derogation. Nothing in Article 4 shall derogate from any authority of **York Factory, Manitoba** or **Canada** within their respective jurisdiction over the lands and **Resources** in the **Resource Management Area**.

4.8.3 Federal Impediments. Actions taken pursuant to Article 4 may be applicable to **Reserve Lands** but no action taken pursuant to Article 4 shall impose restrictions or impediments on any lands which **Canada** may acquire by any means within its jurisdiction or which are acquired by, transferred to or transferable to **Canada** for any purposes.

4.8.4 No Federal Powers. Article 4 does not contemplate the exercise of powers by **Canada** under federal statutes or regulations other than the Indian Act (Canada).

4.8.5 Access to Lands. Article 4 does not restrict the right of any person to enter on provincial Crown lands for any lawful purpose.

4.8.6 Existing Rights. Nothing in Article 4 shall affect any licences, permits or leases issued by **York Factory** 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 or administrative policy of **York Factory** or **Manitoba**.
Notwithstanding the foregoing:

- (a) **Manitoba** will give written notice to Akjuit Aerospace Inc. that it must give sixty (60) days written notice to **York Factory** of any proposed

rocket firings in the area leased by Akjuit Aerospace Inc. from **Manitoba** under the lease dated July 18, 1994; and

- (b) Following receipt of the notice under Article 4.8.6(a), **York Factory** may, with fourteen (14) days notice, convene a meeting of the Board to consider the matter following which the Board may make a report to **York Factory** and **Manitoba** with any objections or recommendations on the proposed firings.

4.8.7 Conflicts with Laws. **York Factory** and **Manitoba** shall each take reasonable measures to ensure that their actions pursuant to Article 4 do not conflict with any federal or provincial laws in force in Manitoba.

4.8.8 Statutory Requirements. Nothing in Article 4 alters any statutory requirement or confers any statutory approval.

4.8.9 Discontinuance. **York Factory** and **Manitoba** may jointly decide to discontinue the Board and its activities or assign the functions of the Board under Article 4 to other entities, provided that any such assignment shall include the provisions of Articles 4.7.1, 4.7.2 and 4.7.3 in a form which binds successors and assignees.

- 4.8.10 No Revenue Sharing. The purposes of the 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 **Manitoba** or **York Factory** to share in the royalties, income or other revenue derived from **Resources** within the other's jurisdiction, ownership or administration and control.
- 4.8.11 Amendment. Except for Articles 4.7.1, 4.7.2, 4.7.3 and 4.8 **Manitoba** and **York Factory** may amend the procedures in Article 4, provided any such amendment is consistent with the **Agreement** and not prejudicial to **Canada** and **Hydro**.
- 4.8.12 No Obligation Assumed. By executing this **Agreement**, **Canada** has assumed no obligation of any other **Party** in relation to consultation requirements.