

THIS AGREEMENT made as of the *2nd* day of *Oct.* 1998

ETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA,**  
as represented by The Minister of Natural Resources  
(hereinafter referred to as "Manitoba")

OF THE FIRST PART,

AND

**THE COMMUNITY OF CORMORANT,**  
as represented by the Mayor and Council  
(hereinafter referred to as "Cormorant"),

OF THE SECOND PART.

WHEREAS

- A. Manitoba, Cormorant and The Manitoba Hydro-electric Board ("Manitoba Hydro") entered into an Agreement dated December 3, 1991 relating to adverse effects of the Grand Rapids Project on the Community of Cormorant;
- B. Article 2.07 of that Agreement provides that Manitoba and Cormorant would enter into an agreement relating to Co-management of resources in the "Cormorant Resource Management Area" as defined below;
- C. The Parties to this Agreement desire to enter into this Agreement to provide for the management, development, planning, allocation and protection of "Renewable Resources" as defined below:

Manitoba and Cormorant agree as follows:

1.0 DEFINITIONS

In this Agreement,

- (a) **Board** means the "Cormorant Resource Management Board" established in accordance with Article 3;
- (b) **Community** means the area of the Community of Cormorant established in accordance with *The Northern Affairs Act* (Manitoba);
- (c) **Fish** has the same meaning as in the *Fisheries Act* (Canada);
- (d) **Minister** means the member of the Executive Council who may be charged from time to time by Manitoba with administration of this Agreement or responsibility for the exercise of powers in relation to the matter in question;
- (e) **Municipality** means a municipality or local government district established under a law of Manitoba;
- (f) **Plan** means a "Resource Management Plan" proposed or approved under Articles 7 or 8;
- (g) **Renewable Resource** means, Fish, Wildlife, forests, plants and forest products, within the Resource Management Area, but does not include mines and minerals;

- 3 -

(h) **Resource Management Area** means the area shown on Schedule 1 to this Agreement, and includes the rivers and lakes within that area except the waters of Talbot Lake; and

(i) **Wildlife** has the same meaning as in *The Wildlife Act* (Manitoba).

## 2.0 THE CORMORANT RESOURCE MANAGEMENT AREA

2.1 Designation of Area - The area identified in Schedule 1 attached to this Agreement, including the rivers and lakes within that area except the waters of Talbot Lake is the Cormorant Registered Trapline District and the Cormorant portion of the Summerberry Special Trapping Area and is designated as the "Cormorant Resource Management Area" for purposes of this Agreement.

2.2 Amendment of Area - The boundaries of the **Resource Management Area** may be amended from time to time by agreement in writing between the Parties.

## 3.0 PROCEDURE OF CORMORANT RESOURCE MANAGEMENT AREA BOARD

3.1 Participation in Board - While acknowledging and in no manner diminishing the authority of the **Minister** as it relates to provincial Crown lands and **Renewable Resources, Manitoba** and **Cormorant** agree to participate in the "Cormorant Resource Management Area Board" in such a fashion as to implement co-management of **Renewable Resources**, and to reflect the interests of the Parties in the **Resource Management Area**.

3.2 Establishment of Board **Manitoba** and **Cormorant** shall, within ninety (90) days of the date of this Agreement, each appoint four (4) members to constitute the **Board**. Each member shall be appointed for a term of two (2) years.

- 4 -

- 3.3 Chairperson - The Chairperson of the **Board** will be elected by the members of the **Board** from among its members for such term as is established by the **Board**, but not exceeding the remaining term on the Board of that member. The Chairperson shall have a vote as a member of the Board but shall not have an additional deciding vote as Chairperson.
- 3.4 Rules and Procedures - The members of the **Board** shall establish rules and procedures for the conduct of the business of the **Board**.
- 3.5 Quorum - A quorum of the Board shall be a majority of the members, including at least two (2) members appointed by each of **Manitoba** and **Cormorant**.
- 3.6 Meetings - Meeting times and places will be determined by the **Board** at least two weeks in advance, taking into account travel costs, the need for general public involvement, site investigations and like matters. All meeting arrangements are the responsibility of the host organization.
- 3.7 Meetings Open to Public - Meetings will generally be open to the public, with presentations and representations allowed from pertinent groups or individuals. At the discretion of the Chairman discussions and deliberations of selected matters may occur in private.
- 3.8 Board Decisions - Decisions of the **Board** will normally be by consensus unless a majority of the members of the **Board** agrees that a decision be made by vote. Equal numbers of members appointed by each of **Manitoba** and **Cormorant** shall participate in any vote.

- 5 -

- 3.9 Communication with Media - Communication between the Board and the media shall normally be through the Chairman or other Board Member designated by the Board. Other Board Members in speaking to the media should stipulate that they are speaking as an individual member and not on behalf of the Board.
- 4.0 COSTS OF CORMORANT RESOURCE MANAGEMENT AREA BOARD
- 4.1 Annual Programs and Budgets - The Board shall, on or before September 1 in any year, submit an annual program and budget for the next fiscal year to Cormorant and Manitoba for approval. Within ninety (90) days of receipt of the program and budget, Manitoba and Cormorant shall each advise the Board whether it accepts or rejects all or part of the annual program and budget.
- 4.2 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, and
    - (v) other programs or activities deemed necessary by the Board;  
and
  - (b) identify how the budget will be funded including the proportions to be paid by each of Manitoba and Cormorant.
- 4.3 Program Costs - Costs incurred by the Board in developing its programs and addressing its responsibilities will be shared by the parties in proportions to be determined jointly at the time of review and approval of the annual program and budget of the Board. Staffing, facilities and in kind goods and services, from the Parties shall be considered as bona fide contributions to programs and budgets.

- 6 -

4.4 Board Members' Costs - Costs incurred by the members of the **Board** in attending meetings of the **Board** shall be the responsibility of the party which appointed that member of the **Board**.

4.5 Technical Support - Technical support and programs for the management of **Renewable Resources** available from **Manitoba** within the **Resource Management Area** will be coordinated with **Board** activities and provided without charge. In those cases where set fees for services have been established they will continue to be charged, unless otherwise agreed to by **Manitoba**.

4.6 Fiscal Year - The fiscal year of the **Board** will be from April 1 to March 31 of the following year.

## 5.0 **BOARD FUNCTIONS**

5.1 Board Activities - The **Board** may

- (a) investigate **Renewable 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 7.0; and
- (g) carry out any other duties jointly assigned to it by **Manitoba** and **Cormorant**.

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- 7 -

Limits to Responsibilities - The responsibilities of the Board do not extend to or include consideration of royalties, revenues, income or other payments derived from or attributable to resources, including minerals. Nothing in this Agreement entitles Cormorant to share in any royalties, revenues, income or other payments derived from or attributable to resources, including minerals, situate in, on or under lands within the jurisdiction of Manitoba.

## 6.0 RENEWABLE RESOURCE MANAGEMENT PLANS

3.1 Resource Management Plans - The Board may develop and recommend Renewable Resource Management Plans for the **Resource Management Area**, or any part thereof, which, without limitation, may include provision for:

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

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- 8 -

## 7.0 APPROVAL OF PLANS

- 7.1 Forwarding Plans - The **Board** shall forward a proposed Resource Management Plan to **Manitoba** and **Cormorant** accompanied by written reasons for supporting the **Plan**.
- 7.2 Responding to Plans - Within ninety (90) days of receiving a proposed **Plan**, **Manitoba** and **Cormorant** shall each notify the **Board** in writing, with a copy to each other, whether they accept or reject the **Plan**.
- 7.3 Resubmission of Plans - The **Board** may, within sixty (60) days of receipt of notice under Article 7.2, that a **Plan** is not acceptable, resubmit the **Plan** to **Manitoba** and **Cormorant**:
- (a) a revised proposed **Resource Management Plan**; or
  - (b) a request that the rejected plan be reconsidered, including such additional information as the **Board** may consider relevant.
- 7.4 Final Decision - Within sixty (60) days of a resubmission by the **Board** under Article 7.3, **Manitoba** and **Cormorant** shall each notify the **Board** in writing, with a copy to each other, whether it accepts the resubmitted **Plan**. Where either party does not accept the **Plan** the **Board** shall not further resubmit the **Plan** without the approval in writing of the party which did not accept the **Plan**.
- 7.5 Extensions of Time - The time periods in this Article 7.0 may be extended by agreement in writing between **Manitoba** and **Cormorant**.
- 7.6 Adopting Plans - Where **Manitoba** and **Cormorant** both advise the **Board** that a **Plan** is acceptable for adoption, each shall promptly take all appropriate steps within their respective authorities to give the **Plan** full effect and shall promptly



- 9 -

provide the Board with documentation giving the Plan effect.

7.7 No Application of Plans where not Approved - In the absence of approval by both **Manitoba** and **Cormorant**, no **Plan** developed or recommended by the **Board** will have any force or effect.

7.8 Updating Plans - The **Board** shall conduct a regular review of all approved **Plans** and other recommendations and, where it is considered necessary, propose in writing amendments to the **Plan** to **Manitoba** and **Cormorant** along with supporting reasons in writing. The procedures outlined in Articles 7.1 to 7.7 inclusive shall apply to any proposed amendments.

## 8.0 CONSULTATION, ASSISTANCE AND DISCLOSURE

8.1 Consultations - Before recommending that a **Plan** be adopted, the **Board** shall:

- (a) hold one or more public meetings in such manner as it determines to be appropriate to obtain the views of, and provide information to, interested parties;
- (b) give at least thirty (30) days written notice of the meeting under Article 8.1(a) to **Manitoba Hydro**, and provide it with a copy of any proposed **Plan**; and
- (c) give at least thirty (30) days written notice of the meeting under Article 8.1(a) to any **Municipality** located wholly or partly within the **Resource Management Area** and provide that **Municipality** a copy of any proposed **Plan**.

8.2 Notice to Other Parties - In addition to any other notice, the **Board** shall give notice of any meetings to, and invite to, any local associations of users of **Renewable Resources** within the **Resource Management Area** known to have an interest in the subject matter.

8.3 Information to Board - **Manitoba** and **Cormorant** will, upon request and subject to the payment of any prescribed fee, unless waived, provide the **Board** with any information within their control which would assist the **Board** to properly carry out its responsibilities, except where the information is privileged or confidential.

8.4 Assistance to Board - **Manitoba** shall, on request in writing from the **Board**,

- (a) provide assistance to the **Board** in the application of existing provincial statutes, regulations and policies governing the management, use and harvesting of **Renewable Resources** in the **Resource Management Area**; and
- (b) assistance as may be required by the **Board** on drafting of any **Plan** or resolutions as may be deemed appropriate by the **Board**, but such assistance shall not in any way imply or ensure approval by **Manitoba** of any **Plan** or **Resolution**.

#### 9.0 INTERIM ALLOCATIONS PENDING APPROVAL OF PLAN

9.1 Interim Allocations - Upon receipt of advice from the **Board** that they have taken action to commence the development of a **Renewable Resource Management Plan**, **Manitoba** will refer to the **Board** notice of all proposed allocations of **Renewable Resources**, including any applications for land use permits under consideration by **Manitoba** with respect to **Renewable Resources** within the **Resource Management Area**.

9.2 The **Board** may, within forth-five (45) days of the receipt of a notice of a proposed allocation under Article 9.1, provide a recommendation on that proposed allocation.

## 10.0 ANNUAL REPORT OF BOARD

10.1 Annual Report - The Board shall produce and provide to the Parties an annual report of its activities within four months of the end of each fiscal year.

## 11.0 GENERAL

11.1 Ownership of Resources - Nothing in this Agreement is intended to confer rights of ownership in Fish, Wildlife, or other Renewable Resources.

11.2 Access to Lands - This Agreement does not restrict the right of any person to enter on Provincial Crown Lands within the **Resource Management Area** for any lawful purpose.

11.3 Jurisdictional Authority - Nothing in this Agreement shall affect the legal rights or authority of **Manitoba** or the Community of Cormorant.

11.4 Existing Rights - Nothing in this Agreement shall affect licences, permits or leases issued by **Manitoba** prior to the date of this Agreement or shall affect any right or privilege granted, or any responsibility acquired, under a licence, permit, lease, administrative policy or on any other basis prior to the date of this Agreement.

11.5 Conflict of Laws - Manitoba and Cormorant shall each take reasonable measures to ensure that their action pursuant to this Agreement do not conflict with any federal or provincial laws in force in Manitoba.

11.6 Statutory Requirements - Nothing in this Agreement alters any statute or any statutory authority or requirement or confers any statutory approval.

11.7 Treaty or Aboriginal Rights - This Agreement does not affect any existing treaty or aboriginal rights of the people of the Community of Cormorant or any other people.

12.0 **AMENDMENTS**

12.1 Amendments - This Agreement may be amended by agreement in writing of **Manitoba** and **Cormorant**.

13.0 **TERM OF AGREEMENT**

13.1 Term of Agreement - Subject to Article 13.2, this Agreement will be for a term commencing June 1, 1998, and continuing until May 31, 2007.

13.2 This Agreement will be extended for an additional 10 year term where **Cormorant** notifies **Manitoba**, in writing, at least 3 months prior to expiry of this Agreement, of **Cormorant's** intention to extend the term of this Agreement.

13.3 The Agreement may be terminated before the end of the term set out in Article 13.1 by the agreement in writing of **Manitoba** and **Cormorant**.

14.0 **ENUREMENT**

14.1 Enurement - This Agreement shall enure to the benefit of, and be binding upon, the parties hereto and any lawful successors of them.



IN WITNESS WHEREOF the Parties hereto have executed this Agreement this

22<sup>nd</sup> day of October, 1998.

In the presence of

THE COMMUNITY OF CORMORANT, as represented by the mayor and Council

[Signature]  
Commissioner for Parks  
98.11.25

[Signature]  
Mayor

[Signature]  
Councillor

[Signature]  
Councillor

[Signature]  
Councillor

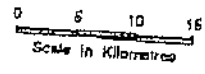
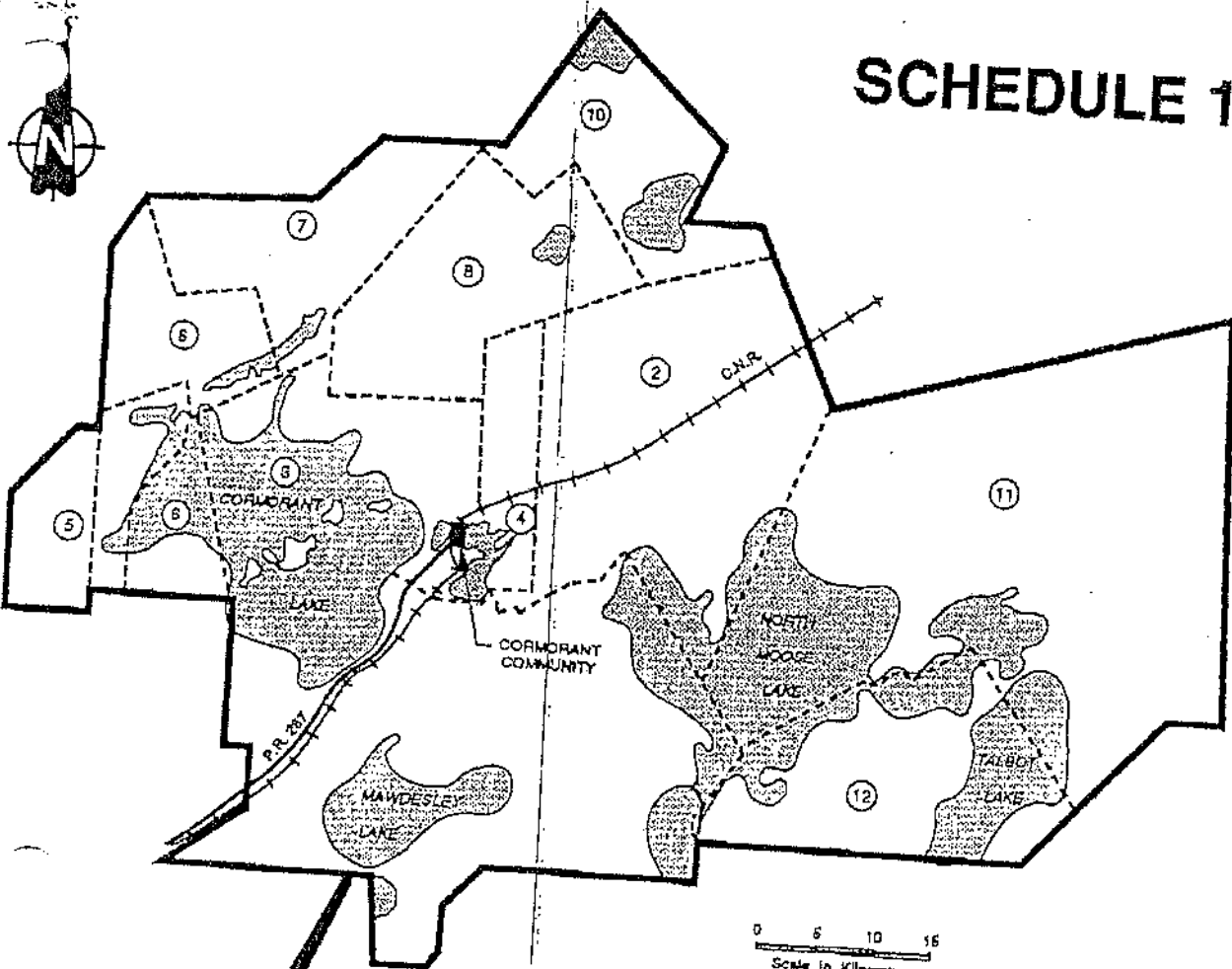
[Signature]  
Councillor

Councillor

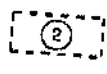
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA, as represented by The Minister of Natural Resources

[Signature]  
J. Glen Cummings

# SCHEDULE 1



### LEGEND

 REGISTERED TRAP LINE

