

# PART IX: RESOURCES

## ARTICLE 13

### RESOURCE MANAGEMENT

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Schedule 13.1 Map of **Moose Lake Resource Management Area**



## PART IX: RESOURCES

### ARTICLE 13

#### 13.0 RESOURCE MANAGEMENT

#### 13.1 INTRODUCTION

##### 13.1.1 Introduction.

Article 13 provides for:

- (a) the establishment of the **Moose Lake Resource Management Area**; and
- (b) the operation of the **Moose Lake Resource Management Board** composed of representatives of **Mosakahiken** and **Manitoba**;

to promote cooperative land use planning, resource management and environmental monitoring in the **Moose Lake Resource Management Area**.

##### 13.1.2 Consultation.

The composition and functions of the **Moose Lake Resource Management Board** have been determined based on consultation among **Manitoba**, **Mosakahiken** and the **Moose Lake Community Council**.

#### 13.2 MOOSE LAKE RESOURCE MANAGEMENT AREA

##### 13.2.1 Establishment of Moose Lake Resource Management Area.

Subject to subsections 13.2.2 and 13.2.3, the lands and waters depicted in Schedule 13.1 are hereby established as the **Moose Lake Resource Management Area**.

##### 13.2.2 Talbot Lake Fishery Included.

The **Moose Lake Resource Management Area** includes the commercial fishery on Talbot Lake.

##### 13.2.3 Amendment of Area.

The **Moose Lake Resource Management Area** may be amended by agreement in writing between **Mosakahiken** and **Manitoba** following consultation with the **Moose Lake Community Council**.

#### 13.2.4 Cedar Lake Commercial Fishery.

The functions and purposes of the **Moose Lake Resource Management Board** do not extend to the management of the Cedar Lake commercial fishery, which will fall within the authority of the Cedar Lake Resource Management Board established under the Comprehensive Forebay Agreement dated January 16, 2004 among **Manitoba, Hydro** and Chemawawin Cree Nation.

#### 13.2.5 Consultations on Cedar Lake Commercial Fishery.

Notwithstanding subsection 13.2.4, the **Moose Lake Resource Management Board** or **Mosakahiken** may:

- (a) in accordance with subsection 13.5.2, request information from **Manitoba** related to the Cedar Lake commercial fishery; and
- (b) make representations to **Manitoba** or the Cedar Lake Resource Management Board;

in respect of matters that are directly or indirectly related to the management of the Cedar Lake commercial fishery that may affect **Members** who are or have been licensed to engage in commercial fishing on Cedar Lake.

### 13.3 **MOOSE LAKE RESOURCE MANAGEMENT BOARD**

#### 13.3.1 Establishment.

Within ninety (90) days following the **Date of this Agreement**, **Mosakahiken** and **Manitoba** will each appoint four (4) persons to constitute the **Moose Lake Resource Management Board** and advise the other in writing of the appointments.

#### 13.3.2 Appointment of Community Member by Manitoba.

**Manitoba** has entered into an agreement with **Moose Lake Community** that provides for one (1) of the persons appointed by **Manitoba** in accordance with subsection 13.3.1 to be a designate of the **Moose Lake Community Council**, subject to the approval of **Manitoba** which approval will not be unreasonably withheld.



### 13.3.3 Identification of Community Member.

**Manitoba** has entered into an agreement with **Moose Lake Community** that provides that the **Moose Lake Community Council** will appoint the designate referred to in subsection 13.3.2 by resolution of the **Moose Lake Community Council**.

### 13.3.4 Board Meetings.

The **Moose Lake Resource Management Board** will meet not later than thirty (30) days following the appointment of its last member. The **Moose Lake Resource Management Board** will meet at least four (4) times a year at Moose Lake or other location agreed upon by Board members.

### 13.3.5 Change in Number of Members.

The number of Board members may be changed by agreement between **Mosakahiken** and **Manitoba** provided that there is always an equal number of members appointed by each. **Manitoba** has entered into an agreement with **Moose Lake Community** that provides that, if the number of Board members is significantly increased, **Manitoba** will consider increasing the representation from **Moose Lake Community**.

### 13.3.6 Alternate Members.

Subject to subsection 13.3.7, if any Board member is unable to attend a meeting, the **Party** that appointed that member may, by providing notice in writing to the other **Party**, appoint a temporary replacement of that member.

### 13.3.7 Alternate Community Member.

**Manitoba** has entered into an agreement with **Moose Lake Community** that provides that, where the designate of the **Moose Lake Community Council** is unable to attend a meeting, the **Moose Lake Community Council** may, by providing notice in writing to **Manitoba** and **Mosakahiken**, identify a temporary replacement of that member, subject to the approval of **Manitoba** which approval will not be unreasonably withheld.

### 13.3.8 Replacing Members.

**Mosakahiken** and **Manitoba** may, at any time, by providing notice in writing to the other, revoke the appointment of any member of the **Moose Lake Resource Management Board** appointed by that **Party**, including an alternate member under subsection 13.3.6 or 13.3.7, and appoint a replacement of that member, but replacement of the designate of the **Moose Lake Community Council** must be consistent with subsections 13.3.2 and 13.3.3.

### 13.3.9 Rules and Procedures.

The **Moose Lake Resource Management Board** may establish its own rules and procedures for the conduct of the business of the Board, consistent with this **Agreement**.

### 13.3.10 Selection of Chairperson.

A Chairperson will be selected from among the members of the **Moose Lake Resource Management Board**. The Chairperson will have a vote as a member of the Board, but will not have an additional deciding vote as Chairperson.

### 13.3.11 Quorum.

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

### 13.3.12 Decisions.

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

## 13.4 PROGRAMS AND BUDGETS

### 13.4.1 Annual Program and Budget.

On or before September 1 in any year, the **Moose Lake Resource Management Board** will submit to **Mosakahiken** and **Manitoba** for approval an annual program and budget for the next fiscal year, approved by the Board. Within ninety (90) days of receiving the annual program and budget, **Mosakahiken** and **Manitoba** each will advise the Board whether it accepts or rejects all or part of the annual program and budget.

### 13.4.2 Budget Components.

The annual program and budget may:

- (a) include anticipated requirements for:
  - (i) staff, facilities, equipment and administration,
  - (ii) public meetings, consultations and hearings,



- (iii) research, publications and public education,
  - (iv) technical assistance,
  - (v) environmental monitoring, and
  - (vi) other programs or activities determined by the **Moose Lake Resource Management Board**; and
- (b) identify how the budget will be funded.

#### 13.4.3 Provision of Budget to Hydro.

**Mosakahiken** and **Manitoba** will ensure that a copy of the approved annual program and budget is provided to **Hydro** for its information.

#### 13.4.4 Sharing of Costs.

Notwithstanding subsection 13.4.2:

- (a) **Mosakahiken** will pay the costs of its representatives on the **Moose Lake Resource Management Board** not covered by normal programs; and
- (b) **Manitoba** will pay the costs of its representatives on the **Moose Lake Resource Management Board**, including the costs of any designate of the **Moose Lake Community Council**.

#### 13.4.5 Costs of Participation by Mosakahiken's Representatives.

The \$400,000.00 payment made under paragraph 2.2.3(b) is being made to support the future costs of participation by the representatives of **Mosakahiken** on the **Moose Lake Resource Management Board**. **Manitoba** and **Hydro** will have no further responsibility in relation to the costs of **Mosakahiken's** participation on the Board.

#### 13.4.6 Fiscal Year.

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

#### 13.4.7 Reports.

##### The **Moose Lake Resource Management Board:**

- (a) will within ninety (90) days after the end of the fiscal year provide **Mosakahiken, Manitoba, Moose Lake Community** and **Hydro** with a written report which includes:
- (i) a description of the activities carried out during the year,
  - (ii) a summary of decisions and recommendations,
  - (iii) an evaluation of the success or failure of the activities undertaken, and the reasons therefor, and
  - (iv) an identification of any deficiencies in activities related to land use planning, resource management and environmental monitoring; and
- (b) may produce, from time to time, other reports or materials.

### 13.5 ASSISTANCE AND INFORMATION

#### 13.5.1 Technical Support.

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

#### 13.5.2 Requesting Information.

**Mosakahiken** and **Manitoba** will each, upon the written request of the **Moose Lake Resource Management Board, Mosakahiken, Moose Lake Community** or **Manitoba**, and subject to payment, unless waived, of any set fee or charge, provide the **Moose Lake Resource Management Board** with information within its control about matters being dealt with by, or of interest to, the **Moose Lake Resource Management Board** except where such information is privileged or confidential. **Manitoba** has entered into an agreement with **Moose Lake Community** which provides that **Moose Lake Community** will, upon the written request of the **Moose Lake Resource Management Board, Mosakahiken** or **Manitoba**, and subject to payment, unless waived, of any set fee or charge, provide the **Moose Lake Resource**



**Management Board** with information within its control about matters being dealt with by, or of interest to, the **Moose Lake Resource Management Board** except where such information is privileged or confidential.

### 13.5.3 Requesting Assistance.

**Mosakahiken** and **Manitoba** will each, upon the written request of the **Moose Lake Resource Management Board**, **Mosakahiken** or **Manitoba** provide to the **Moose Lake Resource Management Board**:

- (a) information concerning the application of existing laws, policies, procedures and plans affecting management or use of **Resources** in the **Moose Lake Resource Management Area**;
- (b) any completed reports, data, findings or recommendations prepared or submitted by any board or group advising **Mosakahiken** or **Manitoba** on matters which might relate to or affect, the management of **Resources** in the **Moose Lake Resource Management Area**; and
- (c) assistance in drafting any recommendation or plan. This will not imply that **Manitoba** or **Mosakahiken** will adopt the recommendation or plan.

### 13.5.4 Disclosure subject to Legislation.

Provision of information under Article 13 will be subject to the restrictions on use and disclosure of information set out in *The Freedom of Information and Protection of Privacy Act* (Manitoba).

## 13.6 **FUNCTIONS AND PURPOSES OF THE MOOSE LAKE RESOURCE MANAGEMENT BOARD**

### 13.6.1 Board Activities.

In order to promote land use planning, resource management and environmental monitoring, the **Moose Lake Resource Management Board**:

- (a) will develop and recommend **Resource Management Plans** in accordance with subsection 13.6.2;
- (b) will develop and recommend **Land Use Plans** in accordance with subsection 13.6.5;

- (c) may examine, study and review **Resources**, their use, and matters affecting the same, including the nature and extent of **Fish** and **Wildlife** populations, and their environment;
- (d) may conduct and coordinate monitoring activities, including, subject to subsection 13.6.9, environmental monitoring, of the effects of activities within the **Moose Lake Resource Management Area**, which may include the consideration of any information made available under subsections 13.5.2, 13.5.3 and 13.7.2;
- (e) may monitor and review the use and allocation of **Resources**;
- (f) may propose subjects for research;
- (g) may prepare information and communication strategies;
- (h) may hold meetings and workshops or otherwise consult publicly or privately with any person; and
- (i) will carry out other duties jointly assigned to it by **Mosakahiken** and Manitoba.

#### 13.6.2 Resource Management Plans.

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

- (a) measures to enhance and preserve areas of significant **Fish** and **Wildlife** populations;
- (b) methods of harvesting **Resources**;
- (c) health and safety considerations;
- (d) procedures for the assignment or re-assignment of new, vacant or under-utilized traplines, fishery quotas and wild rice licences;
- (e) enforcement considerations;



- (f) protecting, conserving and enhancing **Resources** and their environment, including areas of ecological, cultural or historical significance;
- (g) prescribing and monitoring levels of use of **Resources**;
- (h) proposing the modification of existing priorities and allocations for domestic, commercial and recreational uses of **Resources** by lease, permit, quota or otherwise;
- (i) resolving conflicts related to the use of **Resources**;
- (j) sustainable development of **Resources**; and
- (k) proposing a role for the **Moose Lake Resource Management Board** in the implementation of the **Resource Management Plan**.

### 13.6.3 Resource Use.

**Mosakahiken** and **Manitoba** recognize that, subject to the aboriginal and treaty rights of aboriginal peoples recognized and affirmed by section 35 of the *Constitution Act, 1982*, and subject to **Resource Management Plans** in force, other individuals may, as provided by law, hunt, trap or fish in the **Moose Lake Resource Management Area**. **Mosakahiken** and **Manitoba** recognize that provisions for conservation, management and protection of **Resources** in the **Moose Lake Resource Management Area** are essential. Actions under Article 13 by the **Moose Lake Resource Management Board**, **Mosakahiken** and **Manitoba** will be consistent with the rights of **Mosakahiken** and other aboriginal people, the rights of other individuals, and the need for the conservation, management and protection of **Resources** in the **Moose Lake Resource Management Area**. **Manitoba** has entered into an agreement with **Moose Lake Community** under which **Moose Lake Community** will recognize that, subject to the aboriginal and treaty rights of aboriginal people recognized and affirmed by section 35 of the *Constitution Act, 1982*, and subject to **Resource Management Plans** in force, other individuals may, as provided by law, hunt, trap or fish in the **Moose Lake Resource Management Area**. Under the agreement between **Manitoba** and **Moose Lake Community**, **Moose Lake Community** also recognize that provisions for conservation, management and protection of **Resources** in the **Moose Lake Resource Management Area** are essential and that actions under Article 13 by **Moose Lake Community** will be consistent with the rights of **Mosakahiken**

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and other aboriginal people, the rights of other individuals, and the need for the conservation, management and protection of **Resources** in the **Moose Lake Resource Management Area**.

#### 13.6.4 Application of Resource Management Plans.

Notwithstanding subsection 13.6.2 and subject to applicable legislation, a **Resource Management Plan** will apply within a **Municipality** only insofar as it does not conflict with a **Development Plan** for the **Municipality** or any part thereof.

#### 13.6.5 Land Use Plans.

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

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

#### 13.6.6 Application of Land Use Plans.

Notwithstanding subsection 13.6.5 and subject to applicable legislation, **Land Use Plans** will not apply within a **Municipality** in which a **Development Plan** is effective.

#### 13.6.7 Operation and Maintenance of Water Control Structures.

The **Moose Lake Resource Management Board** may submit recommendations under subsection 13.9.1 regarding the operation, maintenance or construction of any existing or proposed water control structures within the **Moose Lake Resource Management Area**



relating to land use or resource management conditions within the **Moose Lake Resource Management Area**.

13.6.8 Environmental Monitoring by the Board.

The **Moose Lake Resource Management Board** may conduct and coordinate environmental monitoring within the **Moose Lake Resource Management Area**, or any part thereof, which, without limitation, may include the following activities:

- (a) receiving and analyzing environmental data or information:
  - (i) supplied by **Mosakahiken, Moose Lake Community, Hydro** or **Manitoba**, or
  - (ii) supplied by or obtained from any other source;
- (b) monitoring, investigating, identifying and assessing any environmental data or information;
- (c) collecting information on environmental conditions relevant to the **Moose Lake Resource Management Area**;
- (d) compiling and maintaining a baseline of environmental conditions within the **Moose Lake Resource Management Area**;
- (e) recommending to **Mosakahiken, Manitoba** and other interested parties the nature and scope of environmental investigation and monitoring activities which could be undertaken in response to any environmental concern which may arise;
- (f) conducting consultations with interested parties including **Moose Lake Community** in connection with environmental findings and activities in the **Moose Lake Resource Management Area**; and
- (g) performing such other duties as **Mosakahiken** and **Manitoba** may jointly direct.

13.6.9 Environmental Monitoring by the Parties.

No **Party** is required to take any action in relation to environmental monitoring except as:

- (a) expressly provided in this **Agreement**; or

- (b) otherwise provided by law.

**13.7 PARTICIPATION BY HYDRO**

**13.7.1 Attendance by Hydro Representative at Board Meetings.**

At the request of either **Mosakahiken** or **Manitoba**, **Hydro** will send a representative to attend and participate at meetings of the **Moose Lake Resource Management Board**.

**13.7.2 Provision of Information to the Board by Hydro.**

Subject to rights of privilege and confidentiality provided by law, at the request of **Manitoba** or **Mosakahiken**, **Hydro** will:

- (a) advise the **Moose Lake Resource Management Board** on the collection and evaluation of water regime and bio-physical data obtained by **Hydro**;
- (b) review in a timely fashion environmental monitoring results available to, or made available to, **Hydro**; and
- (c) comment on the operation of works constructed, maintained and operated by **Hydro**.

**13.7.3 Notice of Environmental Monitoring Program.**

**Hydro** will advise **Mosakahiken** and **Manitoba** of any new environmental monitoring program it proposes to undertake in the **Moose Lake Resource Management Area** and, if possible, will do so prior to commencing any such program.

**13.7.4 Environmental Monitoring by Hydro.**

**Hydro** is not required under this **Agreement** to undertake any environmental monitoring activities, but nothing in section 13.7 is intended to relieve **Hydro** of any obligations it may have at law in relation to carrying out any environmental monitoring activities. The provisions of this **Agreement** will fulfill and satisfy the obligations of **Hydro** under Article 4.06 of the 1990 **Agreement**.

**13.8 CONSULTATION**

**13.8.1 Consultation with Interested Parties.**

Before recommending that a **Land Use Plan** or **Resource Management Plan** be adopted, the **Moose Lake Resource Management Board** will hold one (1) or more public



meetings at such place and in such manner as it determines appropriate in order to provide information to and obtain the view of interested parties.

### 13.8.2 Giving Notice.

The **Moose Lake Resource Management Board** will give at least thirty (30) days written notice of the meeting under subsection 13.8.1, with a copy of any proposed **Land Use Plan** or **Resource Management Plan** to:

- (a) **Hydro;**
- (b) any First Nation which could be affected by the plan;
- (c) any **Municipality** within the **Moose Lake Resource Management Area;**
- (d) any third party with a significant interest in **Resources** in the **Moose Lake Resource Management Area** that the **Moose Lake Resource Management Board** considers appropriate to be notified; and
- (e) any board or group that **Manitoba, Mosakahiken** or **Moose Lake Community** advises the **Moose Lake Resource Management Board** be notified.

### 13.8.3 Consultation with Moose Lake Community Council.

Where a matter considered by the **Moose Lake Resource Management Board** relates to the disposition of any Crown (Manitoba) land located in or within eight kilometers from the boundaries of **Moose Lake Community**, the **Moose Lake Resource Management Board** will consult with **Moose Lake Community**, for the purposes of section 9 of *The Northern Affairs Act* (Manitoba).

## 13.9 **ADOPTION OF PLANS AND RECOMMENDATIONS**

### 13.9.1 Submission of Plans and Recommendations to Mosakahiken and Manitoba.

The **Moose Lake Resource Management Board** will submit proposed **Land Use Plans, Resource Management Plans**, environmental monitoring plans or any recommendations to **Mosakahiken** and **Manitoba** accompanied by written reasons for supporting the plan or recommendation and written confirmation of consultation and notice in accordance with section 13.8, and **Mosakahiken** and **Manitoba** will each consider this submitted plan or recommendation within ninety (90) days of submission.

13.9.2 Adoption of Plans and Recommendations.

Where **Mosakahiken** and **Manitoba** both advise the **Moose Lake Resource Management Board** that a plan or recommendation submitted under subsection 13.9.1 is acceptable for adoption, each will promptly take all appropriate steps within its jurisdiction to give such plan or recommendation full effect and will promptly provide the **Moose Lake Resource Management Board** with documentation evidencing that such effect has been given.

13.9.3 Non-Adoption of Plans and Recommendations.

If either **Mosakahiken** or **Manitoba** does not adopt a plan or recommendation of the **Moose Lake Resource Management Board** submitted to it under subsection 13.9.1, the **Party** not adopting the plan or recommendation will, within the ninety (90) day period referred to in subsection 13.9.1:

- (a) refer the matter to the Board for further consideration; and
- (b) provide written reasons for its decision not to adopt the plan or recommendation to the Board with a copy to the other **Party**.

13.9.4 Resubmission of Plan or Recommendation to **Mosakahiken** and **Manitoba**.

Where either **Mosakahiken** or **Manitoba** has referred a matter to the **Moose Lake Resource Management Board** for further consideration under paragraph 13.9.3(a), the **Moose Lake Resource Management Board** may, within thirty (30) days following its next meeting, submit to **Mosakahiken** and **Manitoba**:

- (a) a revised plan or recommendation; or
- (b) a request that the plan or recommendation first submitted under subsection 13.9.1 be reconsidered, including such additional information as the **Moose Lake Resource Management Board** may consider relevant.

13.9.5 Final Decision.

**Mosakahiken** and **Manitoba** will each, within ninety (90) days of a submission of a plan, recommendation or request under subsection 13.9.4, advise the **Moose Lake Resource Management Board** and the other **Party** in writing of its decision on whether it adopts the plan or recommendation.



#### 13.9.6 No Further Submission.

Where a plan or recommendation submitted under subsection 13.9.4 is not adopted by both **Mosakahiken** and **Manitoba**, the **Moose Lake Resource Management Board** may not make a further submission under subsection 13.9.4 of the same plan or the same recommendation without first having obtained the approval of both **Mosakahiken** and **Manitoba**.

#### 13.9.7 Extensions.

Time limits set forth in section 13.9 may be extended by agreement in writing between **Mosakahiken** and **Manitoba**.

#### 13.9.8 Plans and Recommendations of No Force or Effect.

Unless adopted by both **Mosakahiken** and **Manitoba**, no **Resource Management Plan** or **Land Use Plan** or recommendation of the **Moose Lake Resource Management Board** will have any force or effect.

#### 13.9.9 Review of Plans and Recommendations.

The **Moose Lake Resource Management Board** will conduct a regular review of all adopted plans and recommendations and, where the **Moose Lake Resource Management Board** considers necessary, propose amendments to **Mosakahiken** and **Manitoba** along with supporting reasons. The procedures set out in subsections 13.9.1 to 13.9.8, inclusive, will apply to any proposed amendments.

### 13.10 RESOURCE ALLOCATIONS

#### 13.10.1 Requests Made to Manitoba.

Requests or applications made to **Manitoba** for allocations, permits and other dispositions of **Resources** in the **Moose Lake Resource Management Area**, or other matters, which, in the opinion of **Manitoba**, are directly related to the management of **Resources** in the **Moose Lake Resource Management Area**, will be provided by **Manitoba** to **Mosakahiken**, the **Moose Lake Resource Management Board** and, where agreed upon between **Manitoba** and **Moose Lake Community**, to **Moose Lake Community**.

#### 13.10.2 Requests Made to Mosakahiken.

Requests or applications made to **Mosakahiken** for allocations, permits and other dispositions of **Resources** in the **Moose Lake Resource Management Area**, or other matters, which, in the opinion of **Mosakahiken**, are directly related to the management of **Resources** in

the **Moose Lake Resource Management Area**, will be provided by **Mosakahiken** to **Manitoba** and the **Moose Lake Resource Management Board**.

13.10.3 Consideration of Requests by Board.

The **Moose Lake Resource Management Board** will consider requests or applications forwarded to it under subsections 13.10.1 and 13.10.2 within forty-five (45) days of receiving a request or application.

13.10.4 Recommendation by Board.

Where the **Moose Lake Resource Management Board** considers a request or application under subsection 13.10.3, the **Moose Lake Resource Management Board** may submit recommendations to the **Party** which provided the request or application to the **Board** under subsection 13.10.1 or 13.10.2.

13.10.5 Non-Adoption of Recommendations.

If either **Mosakahiken** or **Manitoba** does not adopt a recommendation of the **Moose Lake Resource Management Board** made under subsection 13.10.4, the **Party** not adopting the recommendation will, within ninety (90) days:

- (a) provide written reasons for its decision not to adopt the recommendation to the **Moose Lake Resource Management Board** with a copy to the other **Party**; and
- (b) refer the matter to the **Moose Lake Resource Management Board** for further consideration.

13.10.6 Resubmission of Recommendation to **Mosakahiken** and **Manitoba**.

Where either **Mosakahiken** or **Manitoba** has referred a matter to the **Moose Lake Resource Management Board** for further consideration under paragraph 13.10.5(b), the **Moose Lake Resource Management Board** may, within thirty (30) days following its next meeting, submit to **Mosakahiken** and **Manitoba**:

- (a) a revised recommendation; or
- (b) a request that the recommendation first submitted under subsection 13.10.1 or 13.10.2 be reconsidered, including such additional information as the **Moose Lake Resource Management Board** may consider relevant.



### 13.10.7 Final Decision.

**Mosakahiken** and **Manitoba** will each, within ninety (90) days of a submission of a recommendation or request under subsection 13.10.6, advise the **Moose Lake Resource Management Board** and the other **Party** in writing of its decision on whether it adopts the recommendation.

### 13.10.8 No Recommendation by Board.

In the absence of a recommendation being submitted by the **Moose Lake Resource Management Board** within the time period provided under subsection 13.10.3, **Mosakahiken** or **Manitoba** will provide notice in writing to the other of its intended action and allow the other **Party** thirty (30) days to respond, following which **Mosakahiken** or **Manitoba** may, in the sole discretion of each, act within its jurisdiction upon such requests or applications and will advise the **Moose Lake Resource Management Board** of its actions.

### 13.10.9 Transitional Measures.

From the **Date of this Agreement** to the date the **Moose Lake Resource Management Board** first meets, **Mosakahiken** and **Manitoba** will defer any requests or applications for allocations or dispositions of **Resources** within the **Moose Lake Resource Management Area** which are received after the **Date of this Agreement**. Where **Manitoba** has, prior to the **Date of this Agreement**, provided copies of requests or applications to **Mosakahiken** or, where applicable, to the **Moose Lake Community Council**, and deferred such requests or applications pending the execution of this **Agreement**, **Manitoba** will provide any such requests or applications and any new requests or applications to the **Moose Lake Resource Management Board** at its first meeting, and the **Moose Lake Resource Management Board** will submit its recommendations on those requests or applications within forty-five (45) days of its first meeting, and the procedures set out in subsections 13.10.1 to 13.10.8 inclusive will apply with necessary modifications.

## 13.11 GENERAL

### 13.11.1 No Derogation.

Nothing in Article 13 will derogate from any authority of **Mosakahiken** or **Manitoba**, each within its respective jurisdiction, over the **Resources** in the **Moose Lake Resource Management Area**.

#### 13.11.2 Access to Lands.

Article 13 does not restrict the right of any person to enter on Crown (Manitoba) lands for any lawful purpose.

#### 13.11.3 Existing Rights.

Nothing in Article 13 will affect any rights or privileges granted under any licences, permits, leases or approvals issued by or on behalf of **Mosakahiken** or **Manitoba** prior to the **Date of this Agreement**.

#### 13.11.4 Statutory Requirements.

Nothing in Article 13 alters any statute or any statutory authority or requirement, or confers any statutory approval.

#### 13.11.5 Discontinuance.

**Mosakahiken** and **Manitoba** may, by agreement in writing:

- (a) discontinue the **Moose Lake Resource Management Board** and its activities; or
- (b) assign the functions of the **Moose Lake Resource Management Board** under Article 13 to other entities.

If **Manitoba** and **Moose Lake Community** have agreed, **Manitoba** will consult with **Moose Lake Community** prior to **Manitoba** agreeing under subsection 13.11.5 either to discontinue the **Moose Lake Resource Management Board** and its activities or to assign the functions of the **Moose Lake Resource Management Board** to other entities.

#### 13.11.6 No Revenue Sharing.

The functions and purposes of the **Moose Lake Resource Management Board** do not extend to consideration of royalties, income or other revenue derived from or attributable to **Resources**, and nothing in this **Agreement** entitles **Mosakahiken** or **Manitoba** to share in the royalties, income or other revenue derived from **Resources** within the other's jurisdiction, ownership or administration and control.



**SCHEDULE 13.1 - MAP OF MOOSE LAKE RESOURCE MANAGEMENT AREA**

See Map 13.1.1 attached

Article 21

Article 22

Article 14

Article 15

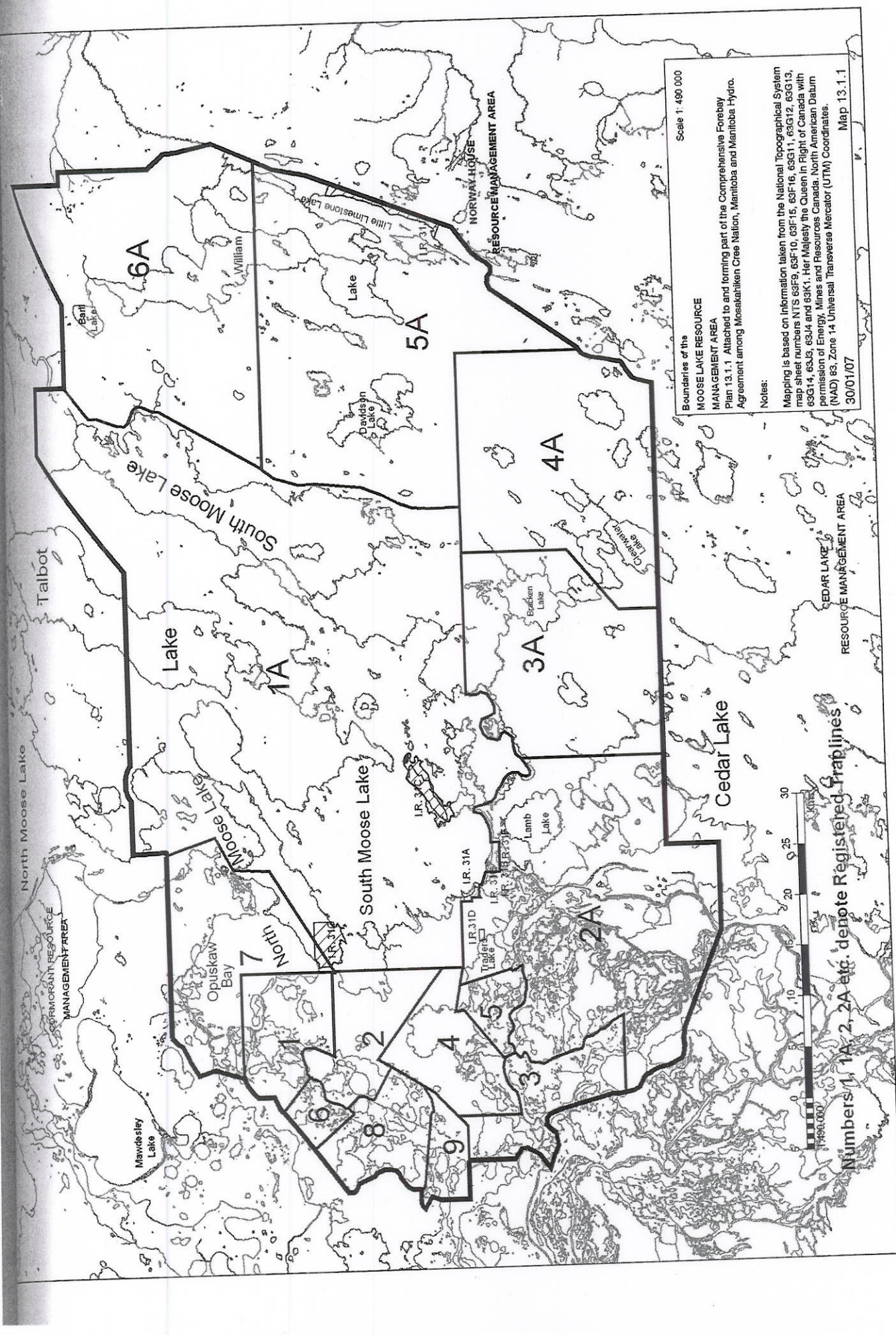
Article 16

Article 17

Article 18

Article 19

Article 20



Scale 1:490 000

Boundaries of the  
MOOSE LAKE RESOURCE  
MANAGEMENT AREA  
Plan 13.1.1 Attached to and forming part of the Comprehensive Forebay  
Agreement among Mesakahikien Cree Nation, Manitoba and Manitoba Hydro.

Notes:  
Mapping is based on information taken from the National Topographical System  
map sheet numbers NTS 63F9, 63F10, 63F15, 63F16, 63G11, 63G12, 63G13,  
63G14, 63J3, 63J4 and 63K1. Her Majesty the Queen in Right of Canada with  
permission of Energy, Mines and Resources Canada, North American Datum  
(NAD) 83, Zone 14 Universal Transverse Mercator (UTM) Coordinates.

30/01/07  
Map 13.1.1



Numbers 1, 1A, 2, 2A etc. denote Registered Traplines

Article 14

Article 15

Article 16

Article 17