

# CROSS LAKE COMMUNITY SETTLEMENT AGREEMENT

between

THE INCORPORATED COMMUNITY OF CROSS LAKE,  
as represented by the Community Council (the "Community")

and

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA  
as represented by the Minister of Aboriginal and Northern Affairs ("Manitoba")

and

THE MANITOBA HYDRO-ELECTRIC BOARD ("Hydro")

2010



*Incorporated  
Community  
Of Cross Lake*

**Manitoba**



**Manitoba  
Hydro**



## ARTICLE 6 - RESOURCE MANAGEMENT

### 6.1 INTRODUCTION

6.1.1 Introduction. Article 6 sets out a role for the **Community** in **Resource** management matters in the **Cross Lake Registered Trapline District**.

6.1.2 Description of **Cross Lake Registered Trapline District**. The **Cross Lake Registered Trapline District** is the area described in the Plan of Registered Trapline for Cross Lake, Plan No. 22, a copy of which is attached as Schedule 6.1.

### 6.2 MANITOBA/CROSS LAKE COMMUNITY RESOURCE MANAGEMENT COMMITTEE

6.2.1 Establishment of **Committee**. Within thirty (30) days of the **Date of this Agreement**, the **Community** and **Manitoba** will each appoint two (2) persons to constitute the **Committee**.

6.2.2 **Committee** meetings. The **Committee** will meet as often as the **Committee** members consider necessary but will meet at least three (3) times per year unless the **Committee** agrees otherwise. Meetings will be held in the **Community** unless the **Committee** agrees otherwise.

6.2.3 Change in numbers of members. The number of **Committee** members may be changed by agreement between the **Community** and **Manitoba** provided that there is always an equal number of members appointed by each and no fewer than four (4) members in total.

6.2.4 Alternate Members. The **Community** and **Manitoba** may each appoint one or more alternate members who may act in place of a member of the **Committee** appointed by that **Party**.

6.2.5 Replacing Members. The **Community** and **Manitoba** may, at any time, by providing at least thirty (30) days notice in writing to the other, change a member or an alternate member appointed by it.

6.2.6 Rules and Procedures, and Selection of Chairperson. The **Committee** may establish its own rules and procedures for the conduct of the business of the **Committee**. A chairperson will be selected from among the members of the **Committee**.

6.2.7 Decisions. Decisions of the **Committee** will be made by consensus.

6.2.8 Sharing of costs. The **Community** and **Manitoba** will pay the costs of their own representatives on the **Committee**. The **Community Council** shall each year determine the amount of compensation to be paid to their representatives on the **Committee** for their services hereunder. The **Community Council** shall make such determination no later than November 30 each year and shall duly inform their **Committee** members of same in writing.

### 6.3 OBJECTIVE AND ACTIVITIES OF COMMITTEE

6.3.1 Objective of Committee. The **Committee** will serve as a mechanism for **Manitoba** and the **Community** to consult about **Resource** management issues in the **Cross Lake Registered Trapline District**.

6.3.2 Committee Activities. In order to consult about **Resource** management issues in the **Cross Lake Registered Trapline District**, the **Committee** may:

- (a) consider matters relating to potential **Resource** allocations or dispositions in the **Cross Lake Registered Trapline District**;
- (b) consider any requests or applications for **Resource** allocation or disposition where they are referred to the **Committee** in accordance with Section 6.4;
- (c) provide advice to **Manitoba** and the **Community** about **Resource** management issues including advice about **Resource** planning and regulatory matters relating to **Resources** in the **Cross Lake Registered Trapline District**; and
- (d) carry out other responsibilities as agreed by the **Community** and **Manitoba**.

### 6.4 CONSULTATION ABOUT PROPOSED RESOURCE ALLOCATIONS OR DISPOSITIONS

6.4.1 Forwarding of Requests to Committee. **Manitoba** will forward a copy of any request or application for a **Resource** allocation or disposition in the **Cross Lake Registered Trapline District** to the **Committee** for its consideration.

6.4.2 Consideration of Requests by Committee. The **Committee** will consider requests or applications forwarded to it under Subsection 6.4.1 within forty-five (45) days of receiving the request or application.

6.4.3 Recommendation by Committee. Where the **Committee** considers a request or application under Subsection 6.4.2, the **Committee** may submit recommendations to **Manitoba**, in which case the procedures set out in Subsections 6.5.1 to 6.5.8, inclusive, will apply.

## 6.5 RECOMMENDATIONS

- 6.5.1 Submission of Recommendation to Manitoba. The **Committee** may submit a recommendation about a request or application forwarded to the **Committee** by **Manitoba** under Subsection 6.4.1 to **Manitoba** within forty-five (45) days of the **Committee** receiving the request or application, accompanied by written reasons supporting the recommendation.
- 6.5.2 Time Periods for Consideration of Recommendation. **Manitoba** will consider any recommendation submitted by the **Committee** within the time period specified under Subsection 6.5.1 within ninety (90) days of receiving the recommendation.
- 6.5.3 Adoption of Recommendation. Where **Manitoba** advises the **Committee** that a recommendation submitted under Subsection 6.5.1 is acceptable for adoption, **Manitoba** will promptly take all appropriate steps to give the recommendation full effect and will promptly provide the **Committee** with documentation evidencing that the effect has been given.
- 6.5.4 Non-Adoption of Recommendation. If **Manitoba** does not adopt a recommendation of the **Committee** submitted to **Manitoba** under Subsection 6.5.1, **Manitoba** will, within the period referred to in Subsection 6.5.2:
- (a) refer the matter to the **Committee** for further consideration; and
  - (b) provide written reasons for its decision not to adopt the recommendation to the **Committee**.
- 6.5.5 Resubmission of Recommendation to Manitoba. Where **Manitoba** has referred a matter to the **Committee** for further consideration under Subsection 6.5.4, the **Committee** may, within thirty (30) days following its next meeting, submit to **Manitoba**:
- (a) a revised recommendation; or
  - (b) a request that the recommendation first submitted under Subsection 6.5.1 be reconsidered, including such additional information as the **Committee** may consider relevant.
- 6.5.6 Final Decision. **Manitoba** will, within forty-five (45) days of receiving a recommendation or request under Subsection 6.5.5, advise the **Committee** in writing of its decision on whether it adopts the recommendation.
- 6.5.7 No Further Submission. Where a recommendation submitted under Subsection 6.5.5 is not adopted by **Manitoba**, the **Committee** may not make a further

submission under Subsection 6.5.5 of the same recommendation without first having obtained the approval of **Manitoba**.

- 6.5.8 Extensions. The time limit set forth in Subsection 6.5.2 may be extended by agreement in writing between the **Community** and **Manitoba**.

## 6.6 WHERE NO RECOMMENDATION BY COMMITTEE

- 6.6.1 No Recommendation. In the absence of a recommendation being submitted to **Manitoba** by the **Committee** within the time period provided under Subsection 6.5.1, **Manitoba**, in its sole discretion, may act within its jurisdiction upon a request or application and will advise the **Committee** of its actions.

## 6.7 TRANSITIONAL MEASURES

- 6.7.1 Transitional Measures. Where **Manitoba** has, prior to the **Date of this Agreement**, received a request or application for a **Resource** allocation or disposition, and deferred such request or application pending the execution of this **Agreement**, **Manitoba** will provide such request or application together with any requests or applications received after the **Date of this Agreement** to the **Committee**. The **Committee** will submit its recommendation on any such request or application within forty-five (45) days of the appointment of the last member of the **Committee**. The procedures set out in Sections 6.4 and 6.5 will apply with necessary modifications.

## 6.8 ASSISTANCE AND INFORMATION

- 6.8.1 Requesting Assistance. **Manitoba** will, upon the written request of the **Committee**, provide assistance in drafting any recommendation from the **Committee**. This will not imply that **Manitoba** will adopt the recommendation.
- 6.8.2 Requesting Information. **Manitoba** will, upon the written request of the **Committee** or the **Community**, provide
- (a) information within its control about matters being dealt with by, or of interest to, the **Committee**; and
  - (b) information concerning the application of existing laws, policies, procedures and plans affecting management or use of **Resources** in the **Cross Lake Registered Trapline District**.
- 6.8.3 Disclosure subject to Legislation. The provision of information by **Manitoba** under Subsection 6.8.2 will be subject to the restrictions on access and disclosure of information set out in *The Freedom of Information and Protection of Privacy Act*.

## 6.9 AUTHORITY

6.9.1 No Derogation. Nothing in Article 6 will derogate from any jurisdiction of **Manitoba** relating to **Resources** in the **Cross Lake Registered Trapline District**.

6.9.2 Recommendations of No Force or Effect. Unless adopted by **Manitoba**, no recommendation of the **Committee** will have any force or effect.

6.9.3 Access to Lands. Article 6 does not restrict the right of any person to enter on Crown (Manitoba) lands for any lawful purpose.

6.9.4 Existing Rights not Affected. Nothing in Article 6 will affect any rights or privileges granted under any licences, permits, leases or approvals issued by or on behalf of **Manitoba** prior to the **Date of this Agreement**.

6.9.5 No Revenue Sharing. The functions and purposes of the **Committee** under Article 6 do not extend to consideration of royalties, income or other revenue derived from or attributable to **Resources**, and nothing in Article 6 entitles the **Community** to share in the royalties, income or other revenue derived from **Resources** within **Manitoba's** jurisdiction, ownership or administration and control.

6.9.6 Powers and Prerogatives. Nothing in Article 6 will be interpreted to bind or infringe upon the powers and prerogatives of the Legislative Assembly of Manitoba.

6.9.7 Statutory Requirements. Nothing in this **Agreement**:

- (a) requires either **Manitoba** or the **Community** to take any actions not otherwise provided for in this **Agreement**, or required by statute or regulation;
- (b) exempts either **Manitoba** or the **Community** from any requirement arising under statute or regulation; or
- (c) will be deemed or interpreted to modify any requirement arising under statute or regulation.

## 6.10 ESTABLISHMENT OF RESOURCE MANAGEMENT BOARD

6.10.1 Manitoba Position in Negotiations. **Manitoba** will take the position in any negotiations about an agreement to establish a resource management board for

the **Cross Lake Registered Trapline District**, that it is appropriate for the **Community** to have a fair, meaningful and effective representation on the board.

6.10.2 Consultation by Manitoba with Community. **Manitoba** will consult with the **Community** during the development of any agreement establishing a resource management board for the **Cross Lake Registered Trapline District**.

6.10.3 Information to be provided to Community Council. Following the establishing of a resource management board, for the purpose of sharing information with the **Community**, **Manitoba** will provide a copy of any requests or applications for a **Resource** allocation or disposition provided to the resource management board, to the **Community Council**.

## 6.11 DISCONTINUANCE AND AMENDMENT

6.11.1 Discontinuance by Community and Manitoba. The **Community** and **Manitoba** may, by agreement in writing:

- (a) discontinue the **Committee** and its activities; or
- (b) assign the functions of the **Committee** to other entities, including the **Community Council**.

6.11.2 Discontinuance on establishment of Resource Management Board. Subject to Subsections 6.11.3, upon the signing and effective implementation of an agreement establishing a resource management board for the **Cross Lake Registered Trapline District** providing for the **Community** to have a fair, meaningful and effective role on the board, Article 6, with the exception of Subsection 6.10.3, will no longer apply and **Resource** management issues will be addressed as provided in that agreement.

6.11.3 Continuation of Committee during Dispute Resolution Process. The **Committee** will continue during the period in which any dispute as to:

- (a) whether the agreement for the establishment of the board provides fair, meaningful and effective role on the board; or
- (b) whether that agreement is being effectively implemented in accordance with Subsection 6.11.2;

is being addressed by mediation or arbitration in accordance with Subsection 6.11.5.

6.11.4 Re-establishment of Committee on Discontinuance of Resource Management Board. The **Committee** will be established and Article 6 will apply again:



- (a) where the resource management board for the **Cross Lake Registered Trapline District** is discontinued; or
- (b) where the agreement establishing the resource management board for the **Cross Lake Registered Trapline District** is no longer being effectively implemented.

6.11.5 Dispute Resolution. Any dispute about

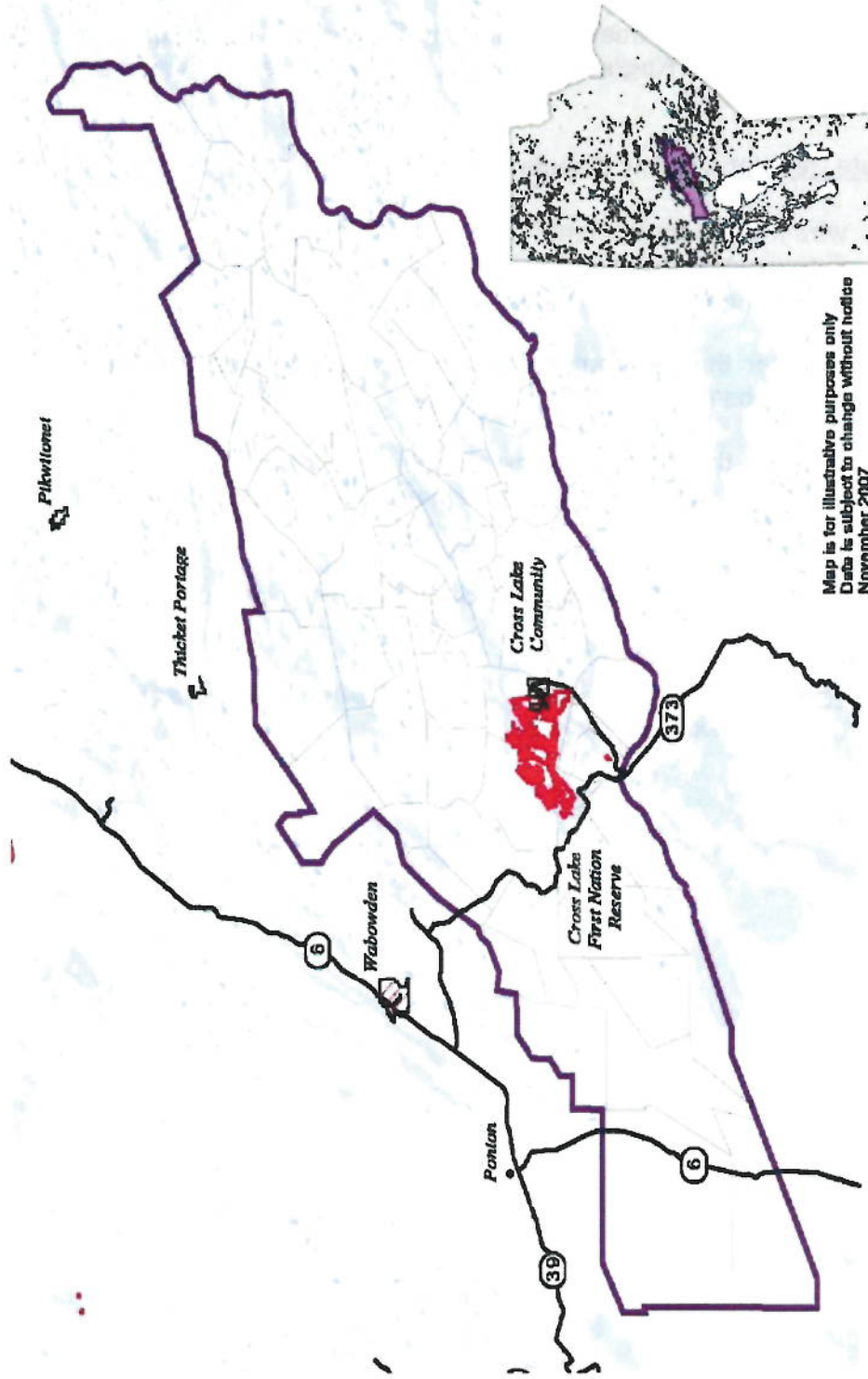
- (a) whether the agreement for the establishment of the board provides for the **Community** to have a fair, meaningful and effective role on the board in accordance with Subsection 6.11.2;
- (b) whether that agreement is being effectively implemented in accordance with Subsection 6.11.2; or
- (c) whether the agreement establishing the resource management board is no longer being effectively implemented in accordance with Subsection 6.11.4;

may be determined by mediation or arbitration in accordance with Part B of Article 9.

6.11.6 Amendment. The **Community** and **Manitoba** may, by agreement in writing, amend any provision of Article 6.

**SCHEDULE 6.1**

**PLAN OF REGISTERED TRAPLINE FOR CROSS LAKE (PLAN NO. 22)**



Map is for illustrative purposes only  
Data is subject to change without notice  
November 2007