



THE COMPREHENSIVE FOREBAY AGREEMENT AMONG

CHEMAWAWIN CREE NATION,
as represented by the Chief and Council,

OF THE FIRST PART,

- and -

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

OF THE SECOND PART,

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD,

OF THE THIRD PART.

PART IX: RESOURCES

ARTICLE 13

Resource Management

TABLE OF CONTENTS

PART IX: RESOURCES	1
ARTICLE 13	1
13.0 RESOURCE MANAGEMENT	1
13.1 INTRODUCTION	1
13.1.1 Introduction	1
13.1.2 Consultation	1
13.2 CEDAR LAKE RESOURCE MANAGEMENT AREA	1
13.2.1 Establishment of Cedar Lake Resource Management Area	1
13.2.2 Amendment of Area	1
13.2.3 Cedar Lake Commercial Fishery	1
13.3 CEDAR LAKE RESOURCE MANAGEMENT BOARD	2
13.3.1 Establishment	2
13.3.2 Appointment of Community Member by Manitoba	2
13.3.3 Identification of Community Member	2
13.3.4 Board Meetings	2
13.3.5 Change in Number of Members	2
13.3.6 Alternate Members	2
13.3.7 Alternate Community Member	3
13.3.8 Replacing Members	3
13.3.9 Rules and Procedures	3
13.3.10 Selection of Chairperson	3
13.3.11 Quorum	3
13.3.12 Decisions	3
13.4 PROGRAMS AND BUDGETS	4
13.4.1 Annual Program and Budget	4
13.4.2 Budget Components	4
13.4.3 Provision of Budget to Hydro	4
13.4.4 Sharing of Costs	4
13.4.5 Costs of Participation by Chemawawin's Representatives	5
13.4.6 Fiscal Year	5
13.4.7 Reports	5
13.5 ASSISTANCE AND INFORMATION	6
13.5.1 Technical Support	6
13.5.2 Requesting Information	6
13.5.3 Requesting Assistance	6
13.5.4 Disclosure subject to Legislation	7
13.6 FUNCTIONS AND PURPOSES OF THE CEDAR LAKE RESOURCE MANAGEMENT BOARD	7
13.6.1 Board Activities	7
13.6.2 Resource Management Plans	8
13.6.3 Resource Use	8
13.6.4 Application of Resource Management Plans	9

13.6.5	Land Use Plans	9
13.6.6	Application of Land Use Plans	10
13.6.7	Operation and Maintenance of Water Control Structures	10
13.6.8	Environmental Monitoring by the Board.....	10
13.6.9	Environmental Monitoring by the Parties	11
13.7	PARTICIPATION BY HYDRO	11
13.7.1	Attendance by Hydro Representatives at Board Meetings.....	11
13.7.2	Provision of Information to the Board by Hydro	11
13.7.3	Notice of Environmental Monitoring Program	12
13.7.4	Environmental Monitoring by Hydro	12
13.8	CONSULTATION	12
13.8.1	Consultation with Interested Parties	12
13.8.2	Giving Notice.....	12
13.8.3	Consultation with Easterville Community Council	13
13.9	ADOPTION OF PLANS AND RECOMMENDATIONS	13
13.9.1	Submission of Plans and Recommendations to Chemawawin and Manitoba	13
13.9.2	Adoption of Plans and Recommendations.....	13
13.9.3	Non-Adoption of Plans and Recommendations	13
13.9.4	Resubmission of Plan or Recommendation to Chemawawin and Manitoba	14
13.9.5	Final Decision.....	14
13.9.6	No Further Submission.....	14
13.9.7	Extensions	14
13.9.8	Plans and Recommendations of No Force or Effect	14
13.9.9	Review of Plans and Recommendations	14
13.10	RESOURCE ALLOCATIONS	15
13.10.1	Requests Made to Manitoba	15
13.10.2	Requests Made to Chemawawin	15
13.10.3	Consideration of Requests by Board.....	15
13.10.4	Recommendation by Board.....	15
13.10.5	Non-Adoption of Recommendations	15
13.10.6	Resubmission of Recommendation to Chemawawin and Manitoba	16
13.10.7	Final Decision	16
13.10.8	No Recommendation by Board	16
13.10.9	Transitional Measures.....	16
13.11	CEDAR LAKE FISHERY	17
13.11.1	Cedar Lake Fishery	17
13.12	GENERAL	17
13.12.1	No Derogation	17
13.12.2	Access to Lands	17
13.12.3	Existing Rights.....	18
13.12.4	Statutory Requirements	18
13.12.5	Discontinuance	18
13.12.6	No Revenue Sharing	18

Schedule 13.1

Map of Cedar 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 **Cedar Lake Resource Management Area**; and
- (b) the operation of the **Cedar Lake Resource Management Board** composed of representatives of **Chemawawin and Manitoba**;

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

13.1.2 Consultation.

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

13.2 CEDAR LAKE RESOURCE MANAGEMENT AREA

13.2.1 Establishment of Cedar Lake Resource Management Area.

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

13.2.2 Amendment of Area.

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

13.2.3 Cedar Lake Commercial Fishery.

Notwithstanding the boundaries of the **Cedar Lake Resource Management Area** depicted in Schedule 13.1, the **Cedar Lake Resource Management Board** will have the authority to deal with the management of the Cedar Lake commercial fishery.

13.3 CEDAR LAKE RESOURCE MANAGEMENT BOARD

13.3.1 Establishment.

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

13.3.2 Appointment of Community Member by Manitoba.

Manitoba contemplates entering into an agreement with **Easterville 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 **Easterville Community Council**, subject to the approval of **Manitoba** which approval will not be unreasonably withheld.

13.3.3 Identification of Community Member.

Manitoba contemplates entering into an agreement with **Easterville Community** that provides that the **Easterville Community Council** will appoint the designate referred to in subsection 13.3.2 by resolution of the **Easterville Community Council**.

13.3.4 Board Meetings.

The **Cedar Lake Resource Management Board** will meet not later than thirty (30) days following the appointment of its last member. The **Cedar Lake Resource Management Board** will meet at least four (4) times a year at Easterville 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 **Chemawawin** and **Manitoba** provided that there is always an equal number of members appointed by each. **Manitoba** contemplates entering into an agreement with **Easterville Community** that provides that if the number of Board members is significantly increased, **Manitoba** will consider increasing the representation from **Easterville 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 contemplates entering into an agreement with **Easterville Community** that provides that, where the designate of the **Easterville Community Council** is unable to attend a meeting, the **Easterville Community Council** may, by providing notice in writing to **Manitoba** and **Chemawawin**, 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.

Chemawawin and **Manitoba** may, at any time, by providing notice in writing to the other, revoke the appointment of any member of the **Cedar 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 **Easterville Community Council** must be consistent with subsections 13.3.2 and 13.3.3.

13.3.9 Rules and Procedures.

The **Cedar 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 **Cedar 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 **Chemawawin** and **Manitoba**.

13.3.12 Decisions.

Decisions of the **Cedar 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 **Chemawawin** 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 **Chemawawin** 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 **Cedar Lake Resource Management Board** will submit to **Chemawawin** 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, **Chemawawin** 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 **Cedar Lake Resource Management Board**; and
- (b) identify how the budget will be funded.

13.4.3 Provision of Budget to Hydro.

Chemawawin 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) **Chemawawin** will pay the costs of its representatives on the **Cedar Lake Resource Management Board** not covered by normal programs; and

- (b) **Manitoba** will pay the costs of its representatives on the **Cedar Lake Resource Management Board**, including the costs of any designate of the **Easterville Community Council**.

13.4.5 Costs of Participation by Chemawawin'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 **Chemawawin** on the **Cedar Lake Resource Management Board**. **Manitoba** and **Hydro** will have no further responsibility in relation to the costs of **Chemawawin's** participation on the Board.

13.4.6 Fiscal Year.

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

13.4.7 Reports.

The **Cedar Lake Resource Management Board**:

- (a) will within ninety (90) days after the end of the fiscal year provide **Chemawawin**, **Manitoba**, **Easterville 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 **Cedar 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.

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

13.5.3 Requesting Assistance.

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

- (a) information concerning the application of existing laws, policies, procedures and plans affecting management or use of **Resources** in the **Cedar Lake Resource Management Area**;
- (b) any completed reports, data, findings or recommendations prepared or submitted by any board or group advising **Chemawawin** or **Manitoba** on matters which might relate to or affect the management of **Resources** in the **Cedar Lake Resource Management Area**; and

- (c) assistance in drafting any recommendation or plan. This will not imply that **Manitoba** or **Chemawawin** 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 CEDAR LAKE RESOURCE MANAGEMENT BOARD**

13.6.1 Board Activities.

In order to promote land use planning, resource management and environmental monitoring, the **Cedar 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 13.6.8, environmental monitoring, of the effects of activities within the **Cedar 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 **Chemawawin** and **Manitoba**.

13.6.2 Resource Management Plans.

The **Cedar Lake Resource Management Board** will develop and recommend **Resource Management Plans** for the **Cedar 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 **Cedar Lake Resource Management Board** in the implementation of the **Resource Management Plan**.

13.6.3 Resource Use.

Chemawawin 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 **Cedar Lake Resource Management Area**. **Chemawawin** and **Manitoba** recognize that provisions for conservation, management and protection of **Resources** in the **Cedar Lake Resource Management Area** are essential. Actions under Article 13 by the **Cedar Lake Resource Management Board**, **Chemawawin** and **Manitoba** will be consistent with the rights of **Chemawawin** and other aboriginal people, the rights of other individuals, and the need for the conservation, management and protection of **Resources** in the **Cedar Lake Resource Management Area**. **Manitoba** contemplates entering into an agreement with **Easterville Community** under which **Easterville 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 **Cedar Lake Resource Management Area**. Under the contemplated agreement between **Manitoba** and **Easterville Community**, **Easterville Community** would also recognize that provisions for conservation, management and protection of **Resources** in the **Cedar Lake Resource Management Area** are essential and that actions under Article 13 by **Easterville Community** will be consistent with the rights of **Chemawawin** and other aboriginal peoples, the rights of other individuals, and the need for the conservation, management and protection of **Resources** in the **Cedar 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 **Cedar Lake Resource Management Board** will develop and recommend **Land Use Plans** for the **Cedar 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 **Cedar 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 **Cedar 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 **Cedar Lake Resource Management Area** relating to land use or resource management conditions within the **Cedar Lake Resource Management Area**.

13.6.8 Environmental Monitoring by the Board.

The **Cedar Lake Resource Management Board** may conduct and coordinate environmental monitoring within the **Cedar 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 **Chemawawin, Easterville 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 **Cedar Lake Resource Management Area**;

- (d) compiling and maintaining a baseline of environmental conditions within the **Cedar Lake Resource Management Area**;
- (e) recommending to **Chemawawin, 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 **Easterville Community** in connection with environmental findings and activities in the **Cedar Lake Resource Management Area**; and
- (g) performing such other duties as **Chemawawin** 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 Representatives at Board Meetings.

At the request of either **Chemawawin** or **Manitoba**, **Hydro** will send a representative to attend and participate at meetings of the **Cedar 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 **Chemawawin**, **Hydro** will:

- (a) advise the **Cedar 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 **Chemawawin** and **Manitoba** of any new environmental monitoring program it proposes to undertake in the **Cedar 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 **Cedar 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 **Cedar 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 **Cedar Lake Resource Management Area**;
- (d) any third party with a significant interest in **Resources** in the **Cedar Lake Resource Management Area** that the **Cedar Lake Resource Management Board** considers appropriate to be notified; and
- (e) any board or group that **Manitoba**, **Chemawawin** or **Easterville Community** advises the **Cedar Lake Resource Management Board** be notified.

13.8.3 Consultation with Easterville Community Council.

Where a matter considered by the **Cedar Lake Resource Management Board** relates to the disposition of any Crown (Manitoba) land located in or within eight kilometers from the boundaries of **Easterville Community**, the **Cedar Lake Resource Management Board** will consult with **Easterville 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 Chemawawin and Manitoba.

The **Cedar Lake Resource Management Board** will submit proposed **Land Use Plans, Resource Management Plans**, environmental monitoring plans or any recommendations to **Chemawawin and Manitoba** accompanied by written reasons for supporting the plan or recommendation and written confirmation of consultation and notice in accordance with subsections 13.8.1 and 13.8.2, and **Chemawawin 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 **Chemawawin and Manitoba** both advise the **Cedar 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 **Cedar Lake Resource Management Board** with documentation evidencing that such effect has been given.

13.9.3 Non-Adoption of Plans and Recommendations.

If either **Chemawawin or Manitoba** does not adopt a plan or recommendation of the **Cedar 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 Chemawawin and Manitoba.

Where either **Chemawawin** or **Manitoba** has referred a matter to the **Cedar Lake Resource Management Board** for further consideration under paragraph 13.9.3(a), the **Cedar Lake Resource Management Board** may, within thirty (30) days following its next meeting, submit to **Chemawawin** 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 **Cedar Lake Resource Management Board** may consider relevant.

13.9.5 Final Decision.

Chemawawin and **Manitoba** will each, within ninety (90) days of a submission of a plan, recommendation or request under subsection 13.9.4, advise the **Cedar 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 **Chemawawin** and **Manitoba**, the **Cedar 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 **Chemawawin** and **Manitoba**.

13.9.7 Extensions.

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

13.9.8 Plans and Recommendations of No Force or Effect.

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

13.9.9 Review of Plans and Recommendations.

The **Cedar Lake Resource Management Board** will conduct a regular review of all adopted plans and recommendations and, where the **Cedar Lake Resource Management**

Board considers necessary, propose amendments to **Chemawawin** 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 **Cedar Lake Resource Management Area**, or other matters, which, in the opinion of **Manitoba**, are directly related to the management of **Resources** in the **Cedar Lake Resource Management Area**, will be provided by **Manitoba** to **Chemawawin**, the **Cedar Lake Resource Management Board** and, where agreed upon between **Manitoba** and **Easterville Community**, to **Easterville Community**.

13.10.2 Requests Made to Chemawawin.

Requests or applications made to **Chemawawin** for allocations, permits and other dispositions of **Resources** in the **Cedar Lake Resource Management Area**, or other matters, which, in the opinion of **Chemawawin**, are directly related to the management of **Resources** in the **Cedar Lake Resource Management Area**, will be provided by **Chemawawin** to **Manitoba** and the **Cedar Lake Resource Management Board** for purposes of consultation.

13.10.3 Consideration of Requests by Board.

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

13.10.5 Non-Adoption of Recommendations.

If either **Chemawawin** or **Manitoba** does not adopt a recommendation of the **Cedar 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 **Cedar Lake Resource Management Board** with a copy to the other **Party**; and
- (b) refer the matter to the **Cedar Lake Resource Management Board** for further consideration.

13.10.6 Resubmission of Recommendation to Chemawawin and Manitoba.

Where either **Chemawawin** or **Manitoba** has referred a matter to the **Cedar Lake Resource Management Board** for further consideration under paragraph 13.10.5(b), the **Cedar Lake Resource Management Board** may, within thirty (30) days following its next meeting, submit to **Chemawawin** 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 **Cedar Lake Resource Management Board** may consider relevant.

13.10.7 Final Decision.

Chemawawin and **Manitoba** will each, within ninety (90) days of a submission of a recommendation or request under subsection 13.10.6, advise the **Cedar 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 **Cedar Lake Resource Management Board** within the time period provided under subsection 13.10.3, **Chemawawin** 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 **Chemawawin** or **Manitoba** may, in the sole discretion of each, act within its jurisdiction upon such requests or applications and will advise the **Cedar Lake Resource Management Board** of its actions.

13.10.9 Transitional Measures.

From the **Date of this Agreement** to the date the **Cedar Lake Resource Management Board** first meets, **Chemawawin** and **Manitoba** will defer any requests or applications for allocations or dispositions of **Resources** within the **Cedar 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 **Chemawawin** or, where applicable, to the **Easterville 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 **Cedar Lake Resource Management Board** at its first meeting, and the **Cedar 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 CEDAR LAKE FISHERY

13.11.1 Cedar Lake Fishery.

Manitoba acknowledges that:

- (a) **Chemawawin** is interested in enhancing the opportunities for its **Members** to participate in the Cedar Lake fishery; and
- (b) as a matter of policy, **Chemawawin** may acquire entitlements in the Cedar Lake fishery from the holders of those rights, subject to:
 - (i) Article 13, and
 - (ii) any applicable laws, including the requirement for any necessary licences.

13.12 GENERAL

13.12.1 No Derogation.

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

13.12.2 Access to Lands.

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

13.12.3 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 **Chemawawin** or **Manitoba** prior to the **Date of this Agreement**.

13.12.4 Statutory Requirements.

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

13.12.5 Discontinuance.

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

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

If **Manitoba** and **Easterville Community** have agreed, **Manitoba** will consult with **Easterville Community** prior to **Manitoba** agreeing under subsection 13.12.5 either to discontinue the **Cedar Lake Resource Management Board** and its activities or to assign the functions of the **Cedar Lake Resource Management Board** to other entities.

13.12.6 No Revenue Sharing.

The functions and purposes of the **Cedar 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 **Chemawawin** or **Manitoba** to share in the royalties, income or other revenue derived from **Resources** within the other's jurisdiction, ownership or administration and control.

