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Schedule 6.1: **Nelson House Resource Management Area**

ARTICLE 6

6.0 RESOURCE MANAGEMENT

6.1 INTRODUCTION

6.1.1 Introduction. This article sets out the procedure for establishing and operating a Resource Management Board consisting of representatives of **Manitoba** and **Nelson House**.

6.2 RESOURCE MANAGEMENT AREA

6.2.1 Designation of Area. **Nelson House** and **Manitoba** shall each, within their respective authority and powers, designate the areas described in Schedule 6.1, as the **Resource Management Area**.

6.2.2 Amendment of Area. The **Resource Management Area** may be amended by agreement between **Nelson House** and **Manitoba**.

6.3 RESOURCE MANAGEMENT BOARD

6.3.1 Establishment. Within ninety (90) days following the **Date of this**

Agreement, Manitoba and Nelson House shall each appoint two (2) persons for a four (4) year term and two (2) persons for a three (3) year term to constitute the Resource Management Board ("the Board"). All subsequent appointments shall each be for a term of four (4) years.

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

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

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

6.3.5 Replacing Members. **Nelson House and Manitoba** shall, at least thirty (30) days before the expiration of the term of a member appointed by it, either reappoint that member or appoint a new member and so advise the other party.

6.3.6 Rules and Appointment of Chair. The Board shall establish its rules and procedures. A chair shall be selected from among the Board members, and the member so selected shall continue to have a vote as a member but shall have no additional or deciding vote as the chair.

6.3.7 Quorum. A quorum shall be at least three (3) members of each of **Manitoba** and **Nelson House**

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

6.4 PROGRAMS AND BUDGETS

6.4.1 Annual Program and Budget. The Board shall, on or before September 1 in any year, submit an annual program and budget for the next fiscal year to **Nelson House** and **Manitoba** for approval. Within ninety (90) days of receipt of the budget, each such **Party** shall advise the Board whether it accepts or rejects all or part of the annual program and budget.

6.4.2 Budget Components. 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,
 - (v) other programs or activities determined by the Board,and
- (b) identify how the budget will be funded including the proportions to be paid by **Nelson House** and **Manitoba**.

6.4.3 Sharing of Costs. **Nelson House** and **Manitoba** shall pay the costs of their representatives on the Board, not covered by normal programs. Other budgeted costs will be shared by **Nelson House** and **Manitoba** in the proportions determined jointly at the time of the review and approval of the annual program and budget.

6.4.4 Technical Support. Technical support and programs for land use planning and natural resource management, available from **Manitoba**, will be made available to and co-ordinated with programs of the Board without charge. However, in those instances where a set fee or charge has been established, it will be levied unless otherwise waived by **Manitoba**.

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

6.4.6 Reports. The Board:

- (a) may publish reports or other materials; and
- (b) shall within ninety (90) days after the end of the fiscal year provide **Nelson House** and **Manitoba** with a written report which:
 - (i) describes the activities carried out during the year,
and
 - (ii) evaluates the success or failure of the activities undertaken, and the reasons therefor.

6.5 **BOARD FUNCTIONS**

6.5.1 Board Activities. The Board may:

- (a) investigate **Resources**, their use, and any influences on them;
- (b) monitor activities within the **Resource Management Area**;
- (c) propose subjects for research;
- (d) prepare information and communication strategies;
- (e) hold meetings and workshops or otherwise consult publicly or privately

with any person;

- (f) develop and recommend resource management plans in accordance with Articles 6.5.2 and 6.5.3;
- (g) develop and recommend land use plans in accordance with Articles 6.5.4. and 6.5.5; and
- (h) carry out other duties jointly assigned to it by **Nelson House** and **Manitoba**.

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

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

- (j) resolving conflicts related to the use of **Resources**;
- (k) protecting and conserving **Resources**; and
- (l) sustainable development of **Resources**.

6.5.3 Application of Resource Management Plans. Notwithstanding Article 6.5.2 and subject to applicable legislation, a Resource Management Plan shall apply within a **Municipality** only insofar as it does not conflict with the provisions of a **Development Plan, Basic Planning Statement or Planning Scheme** for the **Municipality** or any part thereof.

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

- (a) zoning lands;
- (b) prescribing areas of land or bodies of waters for purposes of regulating use;
- (c) prescribing and regulating land uses;
- (d) establishing administrative arrangements for the construction or occupation of cabins or shelters;
- (e) recognizing and preserving areas of ecological, cultural or historical significance; and
- (f) resolving conflicting uses of land.

6.5.5 Application of Land Use Plans. Notwithstanding Article 6.5.4 and subject to applicable legislation, Land Use Plans shall not apply within a **Municipality** in which a **Development Plan** or a **Basic Planning Statement** or **Planning Scheme** comes into effect for the **Municipality**.

6.6 APPROVAL OF PLANS

6.6.1 Reference. The Board shall forward proposed Land Use Plans, Resource Management Plans or recommendations to **Nelson House, Manitoba** and **Hydro** accompanied by written reasons for supporting the plan or recommendation.

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

6.6.3 Resubmission. The Board may, within sixty (60) days of receipt of notice under Article 6.6.2, that a plan or recommendation is not acceptable, resubmit to **Nelson House** and **Manitoba**:

- (a) a revised plan or recommendation;
- (b) a request that the rejected plan or recommendation be reconsidered, including such additional information as the Board may consider relevant.

6.6.4 Final Decision. **Nelson House** and **Manitoba** may, within sixty (60) days of a resubmission by the Board under Article 6.6.3, advise the Board and each other in writing of their final decision on the matter. No further resubmission under Article 6.5.3 may be made without the approval of any dissenting party.

6.6.5 Extensions. Time limits set forth in Articles 6.6.2, 6.6.3 and 6.6.4 may be extended by agreement in writing between **Nelson House** and **Manitoba**.

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

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

6.6.8 Updating Plans. The Board shall conduct a regular review of all approved plans and recommendations and, where it is considered necessary, propose amendments to **Nelson House** and **Manitoba** along with supporting reasons. The procedures outlined in Articles 6.6.2 to 6.6.7, both inclusive, shall apply to any proposed

amendments.

6.6.9 Resource Allocations. Pending approval of any Land Use Plan or Resource Management Plan with respect to the lands and resources within the **Resource Management Area, Manitoba and Nelson House** shall refer requests for resource allocations and applications for Land Use Permits to the Board. Within forty-five (45) days of receiving such referral, the Board may submit recommendations on the allocations or land uses in accordance with Article 6.6. Requests for resource allocations and applications for Land Use Permits received prior to the establishment of the Board will be deferred pending its establishment and will then be referred to the Board for consideration hereunder.

6.7 CONSULTATION

6.7.1 Consulting with Interested Parties. Before recommending that a Land Use Plan or Resource Management Plan be adopted, the Board shall:

- (a) hold one (1) 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 6.7.1(a) to **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 6.7.1(a) to the Town of Leaf Rapids, the City of Thompson, the Local Government District of Mystery Lake, the Council of the Northern Affairs Community of Nelson House and any other municipal authority within the **Resource Management Area** and provide such municipal authority with a copy of any proposed plan.

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

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

6.7.4 Requesting Assistance. **Nelson House** and **Manitoba** shall each, upon written request of the Board, provide to the Board:

- (a) information concerning the application of existing laws, policies, procedures and plans affecting management or use of **Resources** in the

Resource Management Area; and

- (b) assistance in drafting any recommendation or plan, provided that this shall not imply that **Manitoba** or **Nelson House** will adopt the recommendation or plan.

6.8 GENERAL

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

6.8.2 No Derogation. Nothing in Article 6 shall derogate from any authority of **Nelson House**, **Manitoba** or **Canada** within their respective jurisdiction over the lands and **Resources** in the **Resource Management Area**.

6.8.3 Federal Impediments. Actions taken pursuant to Article 6 may be applicable to **Reserve Lands** but no action taken pursuant to Article 6 shall impose restrictions or impediments on any lands which **Canada** may acquire by any means within its jurisdiction or which are acquired by, transferred to or transferable to **Canada**

for any purposes.

6.8.4 No Federal Powers. Article 6 does not contemplate the exercise of powers by **Canada** under federal statutes or regulations other than the Indian Act (Canada).

6.8.5 Access to Lands. Article 6 does not restrict the right of any person to enter on provincial Crown lands for any lawful purpose.

6.8.6 Existing Rights. Nothing in Article 6 shall affect licences, permits or leases issued by **Nelson House** or **Manitoba** prior to the **Date of this Agreement** or affect any right or privilege granted, or any responsibility acquired, under a licence, permit, lease or administrative policy of **Nelson House** or **Manitoba**.

6.8.7 Conflicts with Laws. **Nelson House** and **Manitoba** shall each take reasonable measures to ensure that their actions pursuant to this Article 6 do not conflict with any federal or provincial laws in force in Manitoba.

6.8.8 Statutory Requirements. Nothing in Article 6 alters any statute or any statutory authority or requirement or confers any statutory approval.

6.8.9 Discontinuance. **Nelson House and Manitoba** may jointly decide to discontinue the Board and its activities or assign the functions of the Board under Article 6 to other entities.

6.8.10 No Revenue Sharing. The purposes of the Board do not extend to consideration of royalties, income or other revenue derived from or attributable to **Resources**, and, subject to Article 3.2.2, nothing in this **Agreement** entitles **Manitoba** or **Nelson House** to share in the royalties, income or other revenue derived from **Resources** within the other's jurisdiction, ownership or administration and control.

6.8.11 Amendment. Except for Article 6.8, **Manitoba** and **Nelson House** may amend the procedures in Article 6, provided any such amendment is consistent with this **Agreement** and not prejudicial to **Canada** and **Hydro**.