

Treaty One Nation

JOINT RESERVE LAND GOVERNANCE & MANAGEMENT AGREEMENT

BETWEEN:

Brokenhead Ojibway Nation, Long Plain First Nation, Peguis First Nation, Roseau River Anishinabe First Nation, Sagkeeng First Nation, Sandy Bay Ojibway First Nation, and Swan Lake First Nation (each a “Signatory Nation” and collectively, referred to as the “Treaty One Nations”)

Dated September, 2022

WHEREAS we, the Treaty One Nations, assert our collective government relationship which has never been diminished or extinguished since 1871;

AND WHEREAS the Treaty One Nations and Her Majesty the Queen in the Right of Canada (“Canada”) are signatories to Treaty No. 1 (Treaty One) which was signed on August 3, 1871 at the Stone Fort (Lower Fort Garry);

AND WHEREAS we, the Treaty One Nations, after a lengthy and comprehensive land dispute involving the disposition of the Kapyong Barracks Lands (now referred to as “Naawi-Oodena” Joint Reserve lands), have concluded a *Comprehensive Settlement Agreement* (August 2019) with Canada;

AND WHEREAS, the establishment of an agreement for the governance and management structure for the joint use and co-management of the Naawi-Oodena Joint Reserve Land as described in Schedule “A”, is one of the reserve creation steps outlined in the *Comprehensive Settlement Agreement* and the Treaty Nations agree to govern and manage the Naawi-Oodena Joint Reserve Lands collectively and in uniformity in accordance with this Agreement and in accordance with the Joint Reserve Land Code;

AND WHEREAS we, the Treaty One Nations, have consulted our respective Knowledge Keepers to restore the traditional identification of Treaty One Lands and have renamed “Kapyong Lands” to “Naawi-Oodena” by way of ceremony;

AND WHEREAS we, the Treaty One Nations, assert the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) including the right to self-determination and autonomy in relation to their internal affairs (Articles 3 and 4), right to maintain and develop their political, economic, and social institutions (Articles 20 and 21), and right to lands, Natural Resources, laws, traditions and customs by other governments (Articles 26, 27 and 28);

AND WHEREAS we, the Treaty One Nations, live in accordance with Gichi Manitou (Creator/Great Spirit) and Ogichi Tibankonigaywin “the Great Binding Law” which is the universal law that connects us all. Through this Great Binding Law, we were gifted songs, languages, ceremony, ways of life, teachings, and stories. These gifts carry the natural laws and protocols in which we live and govern ourselves;

AND WHEREAS this Agreement is the foundational governance and management document of the

Treaty One Nations, entered into by each one of the Signatory Nations for the purposes of declaring that exclusive executive governing and supervisory authority of and over the Treaty One Nation in respect of the Treaty One Lands is hereby vested in the Governing Council and empowering the Governing Council, with the support and advice of the Knowledge Keepers Council, to govern, manage and supervise the interests of the Treaty One Nations;

AND WHEREAS the Signatory Nations intend that their relationship with each with the other, in respect of the establishment of a governance structure shall be governed by the terms and conditions hereinafter set forth;

AND WHEREAS the Signatory Nations acknowledge and agree that from time to time, the Treaty One Nation will, when duly approved by the Governing Council, enter into other agreements and contracts, including, but not limited to, unanimous shareholders agreements, limited partnership agreements, agreements of purchase and sale, lease agreements, services agreements, and management agreements, among others. It is hereby acknowledged and agreed that terms and conditions of any such agreement or contract shall not conflict with the terms and conditions of this Agreement or with the provisions of the Joint Reserve Land Code as the foundational governance documents of the Treaty One Nation;

AND WHEREAS each one of the Signatory Nations is a party to this Agreement in their own capacity as a First Nation in addition to their membership in and participation collectively as the Treaty One Nations, an unincorporated association.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. Definitions and Rights

1.1 Definitions and Interpretations

- (a) **“Agreement”** means this governance and management agreement, as such Agreement is amended from time to time in accordance with its terms;
- (b) **“Applicable Rules and Regulations”** means, as applicable to and in the circumstances described, the *Framework Agreement on First Nation Land Management* (“Framework Agreement”), *First Nations Land Management Act*, the CSA, the Joint Reserve Land Code, or any other applicable laws and regulations of a governmental authority with appropriate jurisdiction;
- (c) **“Canada”** means Her Majesty the Queen in Right of Canada;
- (d) **“Chief and Council”** means the duly elected Chief and “council of the band” as that term is defined in the *Indian Act or Band Custom Election Law*, for each of the constituent Signatory Nations;
- (e) **“Council Resolution”** means a resolution duly made and passed by a quorum of Chief and Council of a Signatory Nation;
- (f) **“CSA”** means the Kapyong Lands Comprehensive Settlement Agreement made between the Signatory Nations and Her Majesty the Queen in Right of Canada, dated August 30, 2019;

- (g) **“Effective Date”** means the date on which this Agreement is duly approved and executed by all of the Signatory Nations;
- (h) **“Framework Agreement”** means the *Framework Agreement on First Nation Land Management, entered into between Canada and 13 First Nations and Canada on February 12, 1996*. The Framework Agreement required that it be ratified on behalf of Canada by an act of Parliament and that the act be consistent with the Framework Agreement. Parliament enacted the First Nations Land Management Act in June of 1999;
- (i) **“First Nations Land Management Act”** means the *First Nations Land Management Act, S.C. 1999, c. 24*;
- (j) **“Governing Council”** means the principal governing and supervisory body of Treaty One Nation, as constituted in accordance with Section 2.1 hereof;
- (k) **“Indian Act”** means the *Indian Act, R.S.C. 1985 c. 1-5*;
- (l) **“Individual Agreement”** means the Individual Agreement providing for the specifics of the transfer of administration and management of the Joint Reserve Land from Canada to each Nation so that the Joint Reserve Land is jointly managed under uniform rules and procedures set out in the Joint Reserve Land Code and in the Governance and Management Agreement;
- (m) **“Knowledge Keepers Council”** means the Council of community Knowledge Keepers as described in Section 3.2 hereof;
- (n) **“Joint Reserve Land Code”** means a comprehensive land law made pursuant to the *Framework Agreement* by each Signatory Nation to assume legal authority over its Joint Reserve Lands and exercising powers and jurisdiction over all land management matters related thereto; and the Natural Resources that belong to the land where the Natural Resources are under the jurisdiction of Canada and are a part of the land;
- (o) **“Joint Reserve Land Code Provisions”** means the uniform provisions adopted and approved by each of the Signatory Nations;
- (p) **“Lease Agreement”** means a lease entered into by Treaty One Nations Inc. or its nominee, granting a third party tenant exclusive use and occupation to a specified portion of the Joint Reserve Land for an appropriate term, and for fair market rent payment(s);
- (q) **“Mines and Minerals”** includes all mines and minerals (precious and base), including sand and gravel, oil and gas and the royalties derived therefrom;
- (r) **“Natural Resources”** means renewable and non-renewable natural resources such as: timber, mines and minerals, stone, sand, gravel, clay, soil, and similar substances;
- (s) **“Ordinary Council Resolution”** means:
 - (i) a resolution passed by the affirmative vote of a majority of the voting Governing Council members present or participating at a meeting of the Governing Council duly called; or
 - (ii) by an instrument signed by all of the Signatory Nations that make up the Governing Council.

A quorum for a meeting of the Governing Council shall be a minimum of four (4) Governing Council members, either present in person or participating by conference telephone or by other electronic means.

- (t) **“Signatory Nation”** means any of the following: Brokenhead Ojibway Nation, Long Plain First Nation, Peguis First Nation, Roseau River Anishinaabe Nation, Sagkeeng First Nation, Sandy Bay Ojibway Nation and Swan Lake First Nation);

- (u) **“Special Governing Council Resolution”** means:
 - (i) a resolution that is passed by an affirmative vote of not less than five of seven (5 of the 7) Signatory Nations that make up the Governing Council (or their Proxy Councillor) who vote on the resolution in person or by proxy at a duly convened meeting of the Governing Council; or
 - (ii) a written resolution in one or more counterparts consented to in writing by all of the Governing Council members (or their Proxy Councillor) that make up the Governing Council who are otherwise entitled to vote; and
 - (iii) that all 7 Governing Council members (or their Proxy Councillor representative), must be in attendance either in person, by telephone or other electronic means of communication including virtual participation methods, for any issue to be discussed that requires a decision of 5 of 7 Governing Council members (or their Proxy Councillor).

- (v) **“Treaty One Nations Inc.”** means the entity mandated and empowered by the Treaty One Nations to govern, manage, and administer Treaty One Nations lands, Natural Resources, and revenues derived from those lands and Natural Resources;

- (w) **“Treaty One Lands”** means all lands that are lawfully subject to this Agreement, including the Initial Treaty One Lands known as “Naawi-Oodena”, together with any additional lands made subject to this Agreement in accordance with the Joint Reserve Land Code Provisions of the Signatory Nations, and held for the collective use and benefit of Treaty One Nations and their citizens;

- (x) **“Treasury Board”** means that financial body constituted in accordance with Section 5.1 hereof;

1.2 Non-Abrogation of Treaty and Aboriginal Rights

Nothing in this Agreement abrogates or derogates from any aboriginal, inherent, treaty or other rights or freedoms of any of the seven Signatory Nations as independent First Nations recognized and affirmed by section 35 of the *Constitution Act*, 1982.

1.3 Decisions Binding on Treaty One Nation Only

Decisions of the Governing Council are binding on the Treaty One Lands only and are the responsibility of the Treaty One Nations jointly. For greater certainty, this Agreement does not apply to other reserve land of the Treaty One Nations. The Governing Council is hereby authorized to provide indemnification, in writing or otherwise, to third parties, including Canada, in respect of the decisions and actions taken by the Treaty One

Nations at the direction of the Governing Council.

2. Establishment of the Governing Council

2.1 Governing Council

All executive governing, managing, and supervisory authority of and over the Treaty One Lands is hereby declared by the Signatory Nations to be vested in the Governing Council, subject to the terms of this Agreement, the Treaty One Joint Reserve Land Code and Council Resolutions delegating such authority to the Governing Council by each Signatory Nation.

The Governing Council shall be constituted of the seven First Nation Chiefs or designated Proxy Councillor of the seven Signatory Nations.

Notwithstanding the foregoing, each Signatory Nation Chief may, in their sole discretion, appoint a nominee to take their place on the Governing Council. Any such nominee so appointed must be an elected official of the Signatory Nation and shall be entitled to exercise all rights and responsibilities of a representative on the Governing Council and shall serve at the pleasure of the appointing Chief.

Nothing in this Agreement abrogates or derogates from the right of each Signatory Nation to select their own Chief and the selection of each Chief shall be determined by such Signatory Nation's own community elections conducted pursuant to the *Indian Act* or the *First Nations Elections Act* or their respective custom election code, and such Chief (or their nominee, if applicable) shall sit as a representative of the Governing Council free from any interference from any other community-related committees, representatives or councils.

2.1.1 Grant of Executive Authority to the Governing Council

The Signatory Nations hereby acknowledge and agree that the Governing Council is the principal governing and supervisory body of Treaty One Nations in respect of the Treaty One Joint Reserve Lands, and such principle shall be reflected in the terms and conditions of the Joint Reserve Land Code Provisions, and shall at all times be respected by each Signatory Nation.

Unless delegated by the Governing Council in writing or as otherwise expressly required by this Agreement, the Joint Reserve Land Code Provisions, or other Applicable Rules or Regulations, all decision-making responsibility in respect of the Treaty One Lands remains under the authority of the Governing Council.

2.1.2 Governing Council Member Term of Office

The term of a member of the Governing Council shall be their elected term as Chief of the Signatory Nation they represent on the Governing Council.

Each member of the Governing Council is deemed to have resigned from the Governing Council on the date their term as Chief ends, without any further action required by the Treaty One Nations, the Governing Council, the resigning Chief or the resigning Chief's Signatory Nation.

Any nominee of a Chief then sitting on the Governing Council shall be deemed to have resigned from the Governing Council on the date of the appointer's term as Chief for their Signatory Nation ends, without any

further action required by the Treaty One Nation, the Governing Council, the retiring Chief or their nominee, or the resigning Chief's Signatory Nation.

2.1.3 Ex Officio Members of Governing Council

A representative of the Knowledge Keepers Council, selected by the Knowledge Keepers Council, shall be non-voting *ex officio* members of the Governing Council, entitled to be present and receive notice of all meetings of the Governing Council, subject to reasonable allowances for regularly scheduled in-camera sessions of the voting members of the Governing Council. By majority vote, the Governing Council may invite additional individuals to serve as *ex officio* members of the Governing Council, from time to time, for so long as the Governing Council authorizes.

For certainty and the avoidance of doubt, the *ex officio* members are not to be included among the representatives to be counted for the purposes of waiving meeting notice requirements, electing a Chairperson of a meeting, or establishing quorum.

2.1.4 Governing Council Meetings and Oath of Office

In order to ensure appropriate input from representatives from each Signatory Nation in respect of the governance and supervision of the political, economic and social interests of the Treaty One Nations, including the development and management of the Treaty One Joint Reserve Lands, is the intention that the Governing Council meet at least once every six weeks, but no less than once a quarter.

Prior to participating in their first meeting of the Governing Council, all new members of the Governing Council shall recite the Oath of Office set forth in Schedule "B" hereto, as such oath may be amended from time to time with the consent of the Governing Council and the Knowledge Keepers Council. The Oath of Office shall be administered by the Chairperson, the Vice-Chairperson or by a member of the Knowledge Keepers Council.

For purposes of accountability, the authority and responsibility for the coordination, management, and implementation of Governing Council meetings and decisions will be delegated to an executive position within the Treaty One Nations Governance Secretariat or other mandated entity as determined by the Governing Council. Such delegated individual(s) shall be entitled to be present and receive notice of all meetings of the Governing Council, subject to reasonable allowances for regularly scheduled in-camera sessions of the voting members of the Governing Council.

2.1.5 Notice of Meetings and Location

At least seventy-two (72) hours prior written notice shall be given to all members of the Governing Council by the Chairperson or the delegated executive position with respect to each meeting of the Governing Council unless the giving of such notice is waived before, during or after the meeting by all representatives. Such notice of meetings shall set out in reasonable detail the business to be considered at such meetings.

All decisions required by the Governing Council must be approved by one of the instruments outlined in Section 2.1.8. An instrument in one or more counterparts consented to in writing by all members of the Governing Council who are otherwise entitled to vote is a valid decision of the Governing Council.

Unless consented to by all of the representatives, all meetings of the Governing Council and advisory bodies

of the Governing Council, if any, shall be held on Treaty One Lands or Signatory First Nation Lands.

2.1.6 Chairperson

At the first meeting of the Governing Council, and each calendar year as required, shall be the election of a Chairperson and Vice-Chairperson of the Governing Council. The Chairperson and Vice-Chairperson of the Governing Council shall each be a member of the Governing Council elected for a term of three (3) years by majority of five of seven (5 of 7) vote of the members of the Governing Council present in person or participation by other electronic means. The Chairperson and Vice-Chairperson of the Governing Council shall each hold office until the earlier of:

- (i) the expiry of their term as Chairperson or Vice-Chairperson
- (ii) the expiry of their term on the Governing Council, and
- (iii) a vote to remove the Chairperson or Vice-Chairperson, as applicable, authorized by no fewer than 5 of 7 members of the Governing Council. The Vice-Chairperson shall be responsible for carrying out the responsibilities of the Chairperson in the absence or incapacity of the Chairperson. For certainty, in the case of a tie vote by the Governing Council on any matter, such officers shall **not** have a second vote.

No person shall serve as Chairperson or vice-Chairperson for more than 2 consecutive terms in such office and no person holding the office of Chairperson shall be eligible for election as Vice-Chairperson for a period of two (2) years following the expiry of their term as Chairperson.

If at any time the office of Chairperson or Vice-Chairperson is vacant, the Governing Council shall, at its first meeting following the occurrence of such vacancy, vote to fill the vacant office for the remainder of the then current three (3) year term. Any person elected to fill a vacancy for a term with less than 18 months remaining shall be eligible to serve for 2 subsequent consecutive terms.

From time to time, the Governing Council may assign and authorize additional roles and responsibilities to the Chairperson of the Governing Council, in addition to the Chairperson's responsibility to chair meetings of the Governing Council.

From time to time, the Chairperson of the Governing Council may delegate certain roles and responsibilities of the Chairperson to the vice-Chairperson, in addition to the vice-Chairperson's responsibility to chair meetings of the Governing Council in the absence of the Chairperson.

2.1.7 Quorum

A quorum for a meeting of the Governing Council shall be a minimum of 5 representatives, either present in person or participating by other electronic communications. If at any meeting of the Governing Council (the "first meeting") a quorum shall not be present, then, notwithstanding anything herein contained, the representatives present at such meeting may call a supplementary meeting of the Governing Council on not less than seventy-two (72) hours' notice to each representative.

2.1.8 Governing Council Resolutions and Voting

Except as otherwise provided herein, all decisions of the Governing Council must be approved, by either:

- (1) an Ordinary Governing Council Resolution;
- (2) a Special Governing Council Resolution; or
- (3) Unanimous Consent.

Any duly appointed representative may participate in a meeting by telephone, or other electronic means of communication including, but not limited to virtual participation methods.

Written Governing Council Resolutions shall be in the forms of the templates attached to this Agreement as Schedules “C”, “D” and “E” as such templates may be amended from time to time by unanimous consent of the Governing Council.

2.1.9 Certain Matters Requiring Approval by Special Governing Council Resolution

The Signatory Nations that make up the Governing Council shall not, without a Special Council Resolution:

- (i) cause any change in the number of Governing Council members of the Governing Council or the quorum requirements for meetings of the Governing Council, subject to the conditions that:
 - (a) there will be no change to the number of Governing Council members of the Governing Council which would result in any change to the equal representation of members of all Signatory First Nations on the Governing Council; and
 - (b) there will be no change to the quorum requirements for meetings of the Governing Council which would result in any change to the equal representation of members of all Signatory First Nations on the Governing Council;
- (ii) amend this Agreement, subject to the condition that there will be no amendments to this Agreement which would result in the removal of any Signatory First Nation nor change the equal representation and interest of each of the Signatory First Nations;
- (iii) carry out a voluntary exchange of Joint Reserve Land for other lands that will be set apart as Joint Reserve Lands;
- (iv) enter into any contract, agreement or commitment, including, without limitation, any Lease Agreement respecting Joint Reserve Land, any development agreement, joint venture agreement or management agreement for the Joint Reserve Lands, or establish any additional business or make any material change in, or terminate or suspend any material part of, its existing business;
- (v) establish a per diem for each meeting of Governing Council members in attendance as compensation for their time and services. Such per diem should be in accordance with the policy established by the Treasury Board;
- (vi) enact a Law under the Joint Reserve Land Code Provisions of any Signatory Nation;
- (vii) delegate any authority as outlined in Section 3.1.1;
- (viii) approve the mandate for the Treasury Board;

- (ix) vote on any other matter or make a decision that the Governing Council shall require a Special Governing Council Resolution;
- (x) negotiate to receive other compensation, such as money or other additional parcels of land. Such other parcels of land may be held by the Signatory Nations in fee simple. Any land held in fee simple will not be subject to the uniform *Joint Reserve Land Code* provisions.

Except when there is a written Special Resolution signed by all 7 Governing Council members (or their Proxy Councillor), the Governing Council acknowledges that all 7 Governing Council members (or their Proxy Councillor), must be in attendance either in person, by telephone or other electronic means of communication including virtual participation methods, for any issue to be discussed that requires a decision to be made by Special Resolution and, that 5 of 7 Governing Council members or their Proxy Councillor representative, must agree in order for a decision to be made under this section.

2.1.10 Certain Matters Requiring Unanimous Approval By Special Governing Council Resolution

The Signatory Nations that make up the Governing Council shall not, without the prior written unanimous consent of all Governing Council members:

- (i) sell, surrender, dispose of any Joint Reserve Lands; and
- (ii) dissolution of the Treaty One Nation or the Governing Council.

3. Implementation of Uniform Joint Reserve Land Code

The Joint Reserve Land Code of each Signatory Nation provides uniform provisions that shall come into effect on a date determined by a majority of the Governing Council, once adopted by each of the Signatory Nations in accordance with the Framework Agreement, either as an amendment to such Signatory Nation's existing Land Code, or as part of such Signatory Nation's newly adopted Joint Reserve Land Code.

Each Signatory First Nation agrees that it shall not amend its Individual Agreement so as to negatively impact this Agreement or the shared rights, privileges and interests of the other Signatory Nations in the Joint Reserve Land without the unanimous agreement of all Signatory Nations. For greater clarity, nothing shall prevent any Signatory First Nation from amending its Individual Agreement with regard to any of its other lands.

The advice and counsel of the Knowledge Keepers Council and the Lands Technical Advisory Council shall be taken into account by the Governing Council in adopting, interpreting and enforcing the Treaty One Land Laws adopted by the Governing Council pursuant to the terms of this Agreement and the uniform Joint Reserve Land Code Provisions.

3.1.1 Scope of Authority and Right of Delegation

Except as otherwise provided herein, and subject always to the terms and conditions of the Joint Reserve Land Code Provisions, the governance and management of the Treaty One Lands, shall, in all cases, be managed by the Governing Council.

The Signatory Nations acknowledge and agree that other than the Governing Council, no other Treaty One Nation or Signatory Nation, entity, community-related committees, representatives, councils, boards, or advisory

councils are entitled to take part in the affairs and control of the Treaty One Lands, unless such authority is lawfully delegated by a majority of 5 of 7 Governing Council Members, to such Treaty One Nation or Signatory Nation, entity, community-related committees, representative, council, board, advisory councils or other entity by Special Council Resolution that:

- (a) specifies the administrative authority granted to the entity;
- (b) specifies the financial authority, if any, granted to the entity;
- (c) indicates the positions, by title, or name, of the individuals who have signing responsibility for any financial authority granted;
- (d) indicates that the delegated authority must be exercised in strict compliance with the delegation of authority and all relevant Treaty One Nation policies and laws, copies of which or references to which shall be included;
- (e) outlines any restrictions or requirements related to exercising the delegation of authority;
- (f) outlines the reporting requirements for administrative responsibilities; and
- (g) outlines the consequences of failure to comply.

3.1.2 Remuneration and Compensation

All members of the Governing Council shall be entitled to a per diem for each meeting they attend as compensation for their time and services. Per diems will be approved by 5 of 7 members of the Governing Council by Ordinary Council Resolution.

3.2 Knowledge Keepers Council

It is the intent of each Signatory Nation that the development and management of the Treaty One Lands by the Governing Council be undertaken with the input of Knowledge Keepers, from time to time, from each Signatory Nation. In order to facilitate this input, a Council of community Knowledge Keepers (the “Knowledge Keepers Council”) is hereby established.

The Knowledge Keepers Council will provide advice, counsel on the historical development of the Treaty One Lands, and provide guidance to restore the Treaty One Nation to a historical prominence within Canada and integrate strong cultural principles into the governance, management, operations and resolutions of disputes for the Treaty One Nation.

The role of the Knowledge Keepers Council shall be:

- (a) to provide spiritual and cultural guidance and counsel and make recommendations to the Governing Council on both the nature and scope of the development and management of the Treaty One Lands;
- (b) to provide advice and counsel to the Governing Council on the interpretation and enforcement of land laws adopted by the Governing Council under the Joint Reserve Land Code;
- (c) participate in the mediation of disputes in accordance with Section 5 hereof; and
- (d) to consult with the Governing Council from time to time on any other matter the Governing Council deems appropriate and the recommendations of the Knowledge Keepers Council shall be given due regard by the Governing Council.

The Knowledge Keepers Council shall be made up of at least 7 to a maximum of 14 Knowledge Keeper representatives from the Signatory Nations. At all times, each Signatory Nation shall be entitled to have at least one (1) representative on the Knowledge Keepers Council and no Signatory Nation shall have more than two (2) representatives on the Knowledge Keepers Council.

Taking into consideration the above, the size of the Knowledge Keepers Council shall be determined from time to time by the Governing Council.

The process for appointing representatives to the Knowledge Keepers Council shall be left to the discretion of each Signatory Nation in respect of Knowledge Keepers from each Signatory Nation.

All Knowledge Keepers appointed to the Knowledge Keepers Council shall be entitled to an honorarium for each meeting they attend as a gift, for their time and as a symbol of appreciation for their valued knowledge and guidance.

3.3 Accountability to Community Members: Engagement and Consultation

The Signatory Nations agree that the development and management of the Treaty One Lands or the general governance of the Treaty One Nation may, from time to time, require or otherwise benefit from the input of community members from the Signatory Nations. It is acknowledged and agreed that each Signatory Nation has the authority to and is responsible for maintaining its own membership code and/or band registry, and that for the purposes of determining community members of the Treaty One Nations for the purposes of community consultation, the Governing Council and the Knowledge Keepers Council shall rely on the membership codes and band registries administered and maintained by each Signatory Nation.

In order to ensure that community members from each Signatory Nation have an active and informed voice on the issues and management of the Treaty One Lands, the Governing Council shall hold a community forum at least once every calendar year that will be open to all community members from the Signatory Nations (the “**Annual Forum**”).

Each Annual Forum shall consist of a report on Treaty One Nation’s activities from the previous year, presented by a representative of the Governing Council, a report on the most recently completed annual financial statements of Treaty One, presented by a representative of the Treasury Board and a representative of Treaty One Nation’s external auditor. A report on the previous year’s activities of the Knowledge Keepers Council presented by a representative of the Knowledge Keepers Council, and a report on the previous years’ activities of the Lands Technical Advisory Council (LTAC), presented by a representative of the LTAC. An appropriate amount of time shall be designated for questions and answers between community members from the Signatory Nations and representatives of the Governing Council, Treasury Board, Knowledge Keepers Council, and LTAC.

The Governing Council shall adopt, with the input of the Knowledge Keepers Council, a *Treaty One Nation Community Consultation Policy* within twelve (12) months of the Governing Council’s first meeting under this Agreement. The Treaty One Community Consultation Policy will establish standards and procedures for information sharing, engagement, community decision-making, and amending the Treaty One Community Consultation Policy. Where the Treaty One Community Consultation Policy requires community input on a decision of the Treaty One Nation, the Governing Council shall thereafter act in good faith to implement and

carry out the decision informed by community members.

The Treaty One Community Consultation Policy shall, at all times, meet or exceed the community consultation standards required by the *Framework Agreement* and the terms and conditions set out in the Joint Reserve Land Code Provisions.

Once adopted, the Governing Council and the Knowledge Keepers Council will review the Treaty One Consultation Policy every 2nd year to ensure that the standards continue to meet or exceed the terms and conditions set out in the Joint Reserve Land Code Provisions.

4. Governance of Treaty One Lands

4.1 Treaty One Nations Inc. - Governance Secretariat

The Governing Council is hereby empowered to establish and fund a government secretariat office, the **Treaty One Nations Inc.** for the purposes of fulfilling central administrative and general secretary duties as assigned and delegated by the Governing Council, such office to be overseen by an Executive Director appointed by majority vote of the Governing Council.

4.2 Authority to Govern

The Treaty One Nations acknowledge and accept the inherent responsibility to care for, respect, and utilize Treaty One Lands, including the Initial Treaty One Lands, together with all other Natural Resources to the extent that they are under the jurisdiction of Canada and are a part of the land under its control in accordance with the Anishinaabe and Ininew culture, language, traditions, and ways of life.

4.3 Objects of Treaty One Governance on Treaty One Lands

The objects of the Treaty One Nations Inc., represented by the Governing Council and the Knowledge Keepers Council, regarding Treaty One Lands are:

- (a) to act as government authority on all jointly held Treaty One Lands;
- (b) to exercise jurisdiction in respect of all matters described in this Agreement and the Joint Reserve Land Code Provisions;
- (c) to use, manage, and administer revenues and other assets of the Treaty One Nation;
- (d) to protect the Inherent, Treaty, and Aboriginal Rights of the Treaty One Nation and its Signatory Nations in respect of and in relation to the Treaty One Lands and the Natural Resources to the extent that they are under the jurisdiction of Canada and are a part of the land; and
- (e) to promote, preserve, and protect the connection to Treaty One Nation core values, culture, language, and ways of life.

4.4 Environmental Matters

- (a) The Governing Council has authority to and shall develop an Environmental Management Plan, which shall include procedures to conduct an assessment process in respect of every project on Treaty One Lands and in accordance with the *Impact Assessment Act*, 2020.
- (b) The Governing Council shall not approve, regulate, fund, or undertake any development project unless the Governing Council has concluded, taking into consideration the results of the environmental assessment, any economically and technically feasible mitigation measures identified as necessary during the assessment, and any public comments received during the assessment, that the project is unlikely to cause significant adverse environmental effects or that any such effects are justifiable under the circumstances.

4.5 Treaty One Lands Lease Agreements

As soon as practicable, the Signatory Nations, shall enter into a Head Lease Agreement with the Treaty One Nations Inc. The Lease Agreement will provide the Treaty One Nations Inc. with general authority for the day-to-day oversight of the development and management of the Treaty One Lands, subject always to limitations contained in this Agreement, the Joint Reserve Land Code Provisions and Applicable Rules and Regulations in place from time to time.

A Lease Agreement or a Sublease Agreement will require the consent of 5 of 7 of the First Nations in order to be legally binding, but every effort shall be made to achieve unanimous consent with respect to the particular lease, given its importance to the Signatory Nations.

The Treaty One Nations Inc. shall enter into a Main Commercial Lease with Treaty One Development Corporation Inc. or its nominee that will establish a 99-year leasehold interest held by Treaty One Development Corporation Inc. in the Treaty One Lands. The Treaty One Lands may be subleased to third parties for an appropriate term and fair market rent payment(s). All sublease terms including rates respecting the Treaty One Lands will be approved by an affirmative vote of 5 of 7 Governing Council members by Governing Council Resolution.

The Treaty One Development Corporation Inc. will be entitled to further sub-lease all or portions of the Treaty One Lands for any purposes without requiring consent of the Governing Council, and that the Commercial Lease Agreement will, at all times, be subject to all Applicable Rules and Regulations.

In the event that the Governing Council, with the advice of professional advisors, determines that certain management or oversight functions of the Treaty One Lands are not adequately addressed in the Lease Agreement, the Governing Council will act in good faith and with best efforts to establish a management sub-Council of the Governing Council, together with its terms of reference, which will have oversight responsibility for any identified management functions that are determined to not adequately be addressed in the Lease Agreement.

In the event of a dispute regarding the term or rental compensation for the lease between Treaty One Nations Inc. and Treaty One Development Corporation Inc. such matter shall be addressed using the dispute resolution

processes set out in the lease agreement.

4.6 Delegation of Authority

4.6.1 Administrative Functions

Subject to any limitations contained in the Joint Reserve Land Code Provisions, the Governing Council may, by written Special Council Resolution, at a duly convened meeting, delegate a duty or responsibility for which it has authority, to the Lands Technical Advisory Council, an employee of the Treaty One Nations Inc., any advisory committee, or a mandated entity, except that the Governing Council shall not delegate the duty to make and pass Treaty One Laws or the duty to establish fees and rents for interests and licences on Joint Reserve Land, the fees for services provided to any Joint Reserve Land, the fees and royalties to be paid for the taking of Natural Resources from Joint Reserve Land.

5. Financial Accountability

5.1 Treasury Board

The Governing Council shall appoint a Treasury Board composed of three (3) representatives from the Governing Council as well as three (3) financial advisors to provide guidance and information to the Governing Council as to the appropriate financial reserves for the Treaty One Nation to support effective governance and long-term sustainable development; and when appropriate, the amount(s) to be disbursed (on an equal basis) to each of the Treaty One Nations, who shall be entitled to use the funds so disbursed at their sole discretion.

The Treasury Board shall operate in accordance with the policies, guidelines, and terms and conditions of a written committee mandate adopted by a majority of 5 of 7 members of the Governing Council. The key objectives of the Treasury Board are:

- (a) to establish and oversee fiscal, monetary and regulatory frameworks that result in a stable and sustainable economic environment;
- (b) to ensure that the finances of the Treaty One Nation and the Treaty One Lands and Natural Resources are managed efficiently, effectively, and sustainably; and
- (c) to ensure that institutional and regulatory settings that support the economic growth of the Treaty One Nation are in place, such that the equitable, intergenerational well-being of Treaty One citizens is enhanced.

5.2 Audit and Appointment of Auditor

The financial records and transactions of the Treaty One Nations Inc. shall be audited on an annual basis by the independent auditor appointed by the Governing Council which shall produce an audited financial statement annually. The audited financial statement shall be provided to each Signatory Nation Chief and Council and become publicly available on the Treaty One Nation website or, otherwise upon written request. The Governing Council shall appoint upon its formation, a reputable accounting firm as accountants and

auditors for all Treaty One mandated entities. The scope of the audit shall be focused on the financial activities for which the Governing Council has responsibility in connection with its ownership and development, including leasing the Treaty One Joint Reserve Lands and any additional acquired lands set apart as Joint Reserve Land.

In the event that the auditor of the Treaty One Nations Inc. and its entities changes, a notice of the change of auditor shall be made publicly available on the Treaty One website.

5.3 Treaty One Funds

Each Signatory Nation acknowledges and agrees that it will transfer to the Treaty One Nations Inc., in care of the Treasury Board, all funds received under the Individual Agreement(s) by each Signatory Nation for the development, operation and management of the Treaty One Lands (“**Treaty One Designated Funds**”), as soon as practicable following receipt of such funds. To the greatest extent permissible, the Signatory Nations will, at the request of the Governing Council, execute one or more written instruments in order to direct the transfer of Treaty One Designated Funds from source to Treaty One Nations Inc., care of the Treasury Board. For greater certainty, the Treaty One Designated Funds will only include funds that are earmarked for the Joint Reserve Lands either by way of new Individual Agreements or by Amendment to existing Individual Agreements.

5.4 Insurance

Treaty One Nations Inc. shall maintain sufficient officers and directors liability insurance together with such other policies of insurance as deemed necessary or desirable by the Governing Council, from time to time.

6. Dispute Resolution

The Signatory Nations hereby confirm their agreement with the following dispute resolution principles:

- (a) the dispute resolution process set out in this Agreement is only applicable to disputes that arise between one or more of the Signatory Nations in respect of the matters governed by this Agreement;
- (b) in the event of any dispute between a Signatory Nation relating to the application or interpretation of this Agreement, the resolution of issues or matters in dispute shall be a progressive process, from informal discussions and negotiations, to mediation and then to binding arbitration;
- (c) The Signatory Nations may, by agreement, resolve any dispute at any stage of the dispute resolution process;
- (d) any individual who has provided dispute resolution services for one method of dispute resolution may not be appointed for the same issue or matter in dispute for another method of dispute resolution unless agreed to by the Signatory Nations; and
- (e) timelines set out in this Article may be amended by the agreement of the Signatory Nations.

6.1 Informal Discussions and Negotiations

In the event of a dispute, the Signatory Nations may engage in informal discussions as agreed to by each of them and failing resolution of any issues in dispute, either Signatory Nation shall serve the other Signatory Nation with

a formal written statement identifying the issue(s) or matter(s) in dispute, the relevant facts, the position of the Signatory Nation and the outcome the Signatory Nation seeks; and the Signatory Nation so served shall serve a formal written response on the other Signatory Nation within 14 days of service;

- (a) the notice and response may be delivered by any method that would provide proof of delivery;
- (b) the negotiation between the authorized representatives of each Signatory Nation will take place within 14 days after the date of the delivery of the written notice to negotiate;
- (c) the negotiation will be held on Treaty One Lands where possible; and
- (d) the language of the negotiation will be English.

If, using good faith efforts, an agreement has not been reached by the Signatory Nations to the dispute through informal discussions as set out in Section 6.1, a Signatory Nation may deliver notice to the other Signatory Nation and the Signatory Nations shall proceed to mediation with the Treaty One Knowledge Keepers Council.

6.2 Mediation with Treaty One Knowledge Keepers Council

Within 30 days of receiving notice for non-binding mediation, the Signatory Nations will:

- (a) provide the Knowledge Keepers Council with information about the issue or matter in dispute, including a written definition of the issue or matter in dispute, any report on or proposed solution of the issue or matter in dispute submitted by either Signatory Nation;
- (b) determine a time period for the completion of the mediation;
- (c) agree to follow through with spiritual and cultural activities as deemed necessary by the Knowledge Keepers Council;
- (d) determine other appropriate procedures in order to ensure the issue or matter in dispute is resolved pursuant to Treaty One Laws and customary values and principles in a timely and cost efficient manner;
- (e) the mediation will be held on Treaty One Lands and where possible, in a land-based environment;
- (f) the language of the mediation shall accommodate for translation as required;
- (g) for clarity, the mediation process is non-binding on the Signatory Nations; the arbitration process outlined in section 6.3 is final and binding on the Signatory Nations subject to any challenge to the arbitrator's award that may be heard by the Manitoba Court of Queen's Bench.

6.3 Arbitration

Either Signatory Nation may refer a dispute about the Agreement to binding arbitration by serving a Notice of Arbitration with particulars of the dispute on the other Signatory Nation if mediation has not been completed within 60 days (or such longer time period agreed to by the Signatory Nations).

The matter in dispute shall be referred to a single arbitrator to be agreed to by the Signatory Nations. If the Signatory Nations are unable to reach an agreement with respect to the appointment of an arbitrator within 14

days after service of the notice referred to in this Section 6.3, the Signatory Nations shall each prepare a list of 3 acceptable arbitrators and submit the lists to the Associate Chief Justice of the Court of Queen's Bench of Manitoba who will select an arbitrator from the two lists.

- (a) The arbitration shall proceed pursuant to the process set out in this Agreement and *The Arbitration Act*, C.C.S.M c. A120. The arbitrator may, in addition to making a determination on the issue or matter in dispute, also determine the award and allocation of costs of arbitration and payment of costs of the participating Signatory Nations.
- (b) The Signatory Nations agree that any and all documents and information that are disclosed as part of the arbitration proceeding may only be used for the purpose of the arbitration, except as may be necessary to implement or enforce the arbitrator's award or as may be required for appeal, or as otherwise required by law.
- (c) The Signatory Nations agree that the arbitration proceeding shall not be open to the public or media and that the outcome of the arbitration shall be kept strictly confidential, except as may be necessary to implement or enforce the arbitrator's award. Subject to the provisions of *The Arbitration Act* and as otherwise set out herein, the Signatory Nations will agree on the procedure to be followed in conducting the proceedings. Failing such agreement, the arbitrator may, subject to the provisions of *The Arbitration Act* and this Agreement, conduct the arbitration in such manner as they consider appropriate.
- (d) The Signatory Nations will agree when the arbitration will commence and when the proceedings will be terminated; however, if the Signatory Nations fail to agree, the arbitrator will decide the matter and such determination cannot be appealed. The arbitrator shall apply the laws of evidence as if the hearing was a trial in the Manitoba Court of Queen's Bench, Civil Division, including the provisions of Manitoba Queen's Bench Rule 53 and *The Manitoba Evidence Act*.
- (e) The arbitrator shall be authorized to determine facts, interpret and apply the provisions of this Agreement, require a Signatory Nation to take action to implement this Agreement, determine if a Signatory Nation is in breach of this Agreement and determine if a section is valid or invalid. Except as expressly provided herein, the arbitrator shall have no power to modify or change the Agreement in any manner.
- (f) The Signatory Nations will agree on all procedural matters and claims for interim relief arising before the arbitration and failing agreement, the Signatory Nations will submit the matter or claim to the arbitrator in writing for a decision.
- (g) The arbitration proceedings shall take place in Winnipeg, Manitoba and the costs of arbitration shall be equally divided between the Signatory Nations, subject to any order for costs that the arbitrator may award. Where an order for costs is awarded, the arbitrator shall be guided by the Manitoba Court of Queen's Bench rules relating to the award of costs in litigation, including the principle that ordinarily the unsuccessful Signatory Nation to the proceedings would be required to pay reasonable costs.
 - i. Subject to *The Arbitration Act*, the award of the arbitrator shall be final and binding on the Signatory Nations. Any challenge to the Award may be heard by the Manitoba Court of Queen's

Bench.

- ii. The decision of an arbitrator shall be rendered within 90 days of their appointment, unless otherwise agreed to by the Signatory Nations.
- iii. The arbitrator may, on their own initiative within 30 days after making an award or at a Signatory Nation's request made within 30 days after receiving the award, correct typographical errors, errors of calculation and similar errors in the award.

7. General Provisions

7.1 Reasonable Action

Time shall be of the essence of this Agreement and of every part hereof. The Parties shall at all times and upon every reasonable request shall do all such things as are necessary for the purpose of giving full effect to the provisions of this Agreement.

7.2 Notice

Any notice, demand or other communication required or permitted to be given to any party hereunder shall be in writing and shall be given by prepaid first class mail, by facsimile, by email or other means of electronic communication or by personal delivery as hereafter provided. Address for notice is as follows:

Attention: Chief Gordon Bluesky
Brokenhead Ojibway Nation
P.O. Box 180 Scantebury, MB R0E 1W0

Attention: Chief Kyra Wilson
Long Plain First Nation
P.O. Box 430 Portage la Prairie, MB R1N 3B7

Attention: Chief Glenn Hudson
Peguis First Nation
P.O. Box 10 Peguis, MB R0C 3J0

Attention Chief Craig Alexander
Roseau River Anishinabe First Nation
P.O. Box 30 Ginew, MB R0A 2R0

Attention: Chief Derrick Henderson
Sagkeeng First Nation
P.O. Box 3 Fort Alexander, MB R0E 0P0

Attention: Chief Trevor Prince
Sandy Bay First Nation
P.O. Box 109 Marius, MB R0H 0T0

Attention Chief Jason Daniels
Swan Lake First Nation
P.O. Box 368 Swan Lake, MB R0G 2S0

In the case of Treaty One Development:

Treaty One Nations Governing Council
Suite 103 - 1075 Portage Avenue Indian Reserve
Winnipeg, Manitoba
R3G 0R8

Attention: Director of Governance
Telephone: 204- 783-3110

Any notices given pursuant to this section shall be sent to the Parties at their respective addresses as set out above or such other address as the party to whom such notice is to be given shall have last notified to the party giving the same in the manner provided in this section.

Any notice given by personal or email delivery shall be deemed to be given and received on the date of delivery if delivered during normal business hours provided that if such day is not a Business Day, or such notice is delivered after normal business hours on such day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice given by mail as aforesaid shall be deemed to have been given and received on the third Business Day next following the date of its mailing provided no postal strike is then in effect or comes into effect within three (3) Business Days after such mailing. Any notice transmitted by facsimile or other form of electronic communication shall be deemed given and received on the day of its transmission if such day is a Business Day and if delivered during normal business hours on such day, and, if not, on the next following Business Day.

7.3 Miscellaneous

- (a) Capitalized terms used herein, but not otherwise defined shall have the meaning given to such term in the CSA.
- (b) The Parties hereto shall sign such further and other papers, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

- (c) No waiver by any of the Parties hereto of any breach of any condition, covenant or agreement hereof shall constitute a waiver of such condition, covenant or agreement except in respect of the particular breach giving rise to such waiver.
- (d) If any of the terms or provisions of this Agreement are determined to be invalid or unenforceable by any court of competent jurisdiction, it shall not invalidate the rest of the Agreement which shall remain in full force and effect as if such terms and provisions had not been made a part of this Agreement.
- (e) This Agreement (including the Schedules) and the agreements contemplated in this Agreement contain the entire agreement between the Parties hereto relating to the subject matter hereof and there are no collateral or precedent representations, warranties, agreements, or conditions (including any that may be implied by statute) relating to the subject matter hereof not specifically set forth herein.
- (f) This Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein. The Parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Manitoba.
- (g) This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.
- (h) No alteration or amendment of this Agreement shall take effect unless the same is duly executed by each of the Parties hereto.
- (i) This Agreement shall last for as long as the sun shall shine, the grass shall grow, and the waters flow or the unanimous consent of the Governing Council supported by Council Resolutions declaring same from each of the seven Treaty One First Nations, or at which time it is replaced by the Treaty One Constitution.
- (j) By signing this Agreement, each of the Parties hereto acknowledges that such party has either obtained independent legal advice with respect to the terms of this Agreement or that such party has, despite having been given the opportunity to do so and being encouraged to do so, declined to seek independent legal advice with respect to the terms of this Agreement; and such party understands the terms of, and such party's rights and obligations under, this Agreement.
- (k) This Agreement may be executed in counterparts each of which shall be deemed to be an original and all of which taken together shall constitute one and the same document. Counterparts may be executed either in original, facsimile or electronic form and the Parties adopt any signatures received by a receiving facsimile machine or by electronic means as original signatures of the Parties; provided, however, that any Party providing its signature in such manner shall promptly forward to the other Parties an original of the signed copy of this Agreement which was sent by facsimile.


[Remainder of page intentionally left blank.]

IN WITNESS HEREOF the Parties have duly executed this Agreement as at the date first above written.

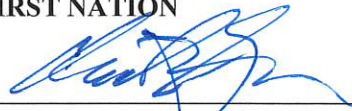
BROKENHEAD OJIBWAY NATION

By: 
Chief Gordon Bluesky


LONG PLAIN FIRST NATION

By: 
Chief Kyra Wilson

PEGUIS FIRST NATION

By: 
Chief Glenn Hudson


ROSEAU RIVER ANISHINABE FIRST NATION

By: 
Chief Craig Alexander

SAGKEENG FIRST NATION

By: 
Chief Derrick Henderson

SANDY BAY OJIBWAY FIRST NATION

By: 
Chief Trevor Prince

SWAN LAKE FIRST NATION

By: 
Chief Jason Daniels

Schedule "A"
Treaty One Joint Reserve Lands

Parcel A:

Lots 23, 24, 25 and 26

Parcel B:

Lots 29, 30, 31, 32, 33 and 34

Parcel C:

Lot 19

Parcel D:

Lots 12, 15 and 16

Parcel E:

Lots 1, 2, 3, 5, 6 and 7

which lots are shown on a Plan of Subdivision in part of River Lots 60, 61, 62 and 63, Parish of St. Boniface, and River Lots 1,2,3 and 4 Parish of St. Charles, registered in the Winnipeg Land Titles Office as Plan Number 70135 and recorded in the Canada Lands Surveys Records as Number 111319;

including all mines and minerals;

said described land containing 40.23 hectares (99.41 acres), more or less.

Schedule "B"
Governing Council Oath

The following may be amended from time to time by Ordinary Council Resolution of the Signatories of the Governing Council and a majority of the Signatories of the Knowledge Keepers Council.

"I, _____ (name), having been duly elected by my fellow First Nation Signatories to serve as Chief of the _____ (nation name), do solemnly swear [or promise]* that I will faithfully and honestly execute all of the responsibilities and duties of a Signatory of the Governing Council of the Treaty One Nation to the best of my knowledge, skill and ability. I do solemnly swear [or promise]* that I will uphold and protect all applicable treaty rights of the Treaty One Nation. I do solemnly swear [or promise]* to faithfully and honestly execute the responsibilities and duties of the office I now hold with the best interests and needs of the Treaty One Nation first and foremost. I will hold sacred the trust that the Signatories of the Treaty One Nation have put in the Governing Council while I faithfully and honestly execute the responsibilities and duties of the office I now hold."

Optional ending to the Oath:

"I call on Gichi Manitou [Creator or God or Great Spirit or such other appropriate reference as selected by oath taker]* for wisdom, guidance, and direction in carrying out the responsibilities and duties of a Signatory of the Governing Council of the Treaty One Nation."

*At option of the oath taker.

Schedule "C"
Ordinary Governing Council Resolution Template

MEETING - DATE
Governing Council Resolution _____, 20__

Re:

- WHEREAS:** the Treaty One First Nations consists of the following First Nations: Sandy Bay Ojibway Nation, Brokenhead Ojibway Nation, Long Plain First Nation, Roseau River Anishinabe Nation, Swan Lake First Nation, Sagkeeng First Nation, and Peguis First Nation;
- AND WHEREAS:** the Treaty One Nations and Her Majesty the Queen in the Right of Canada ("Canada") are signatories to Treaty No. 1 (Treaty One) which was signed on August 3, 1871 at the Stone Fort (Lower Fort Garry);
- AND WHEREAS:** the Treaty One Governing Council has the delegated duty and responsibility to exercise all executive governing and supervisory authority of and over Treaty One Nation Joint Reserve Lands on behalf of the signatory First Nations in accordance with the *Treaty One Governance and Management Agreement*;

WHEREAS:

WHEREAS:

THEREFORE, BE IT RESOLVED:

Brokenhead Ojibway Nation

Long Plain First Nation

Peguis First Nation

Roseau River Anishinabe Nation

Sagkeeng First Nation

Sandy Bay Ojibway Nation

Swan Lake First Nation

***Quorum:** A quorum for a meeting of the Governing Council shall be a minimum of four (4) Governing Council members, either present in person or participating by conference telephone or by other electronic means.

A resolution passed by the affirmative vote of a majority of the voting Governing Council members present or participating at a meeting of the Governing Council duly called; or by an instrument signed by all of the Signatory Nations that make up the Governing Council.

Schedule "D"
Special Governing Council Resolution Template

MEETING - DATE

Governing Council Resolution _____, 20____

Re:

WHEREAS: the Treaty One First Nations consists of the following First Nations: Sandy Bay Ojibway Nation, Brokenhead Ojibway Nation, Long Plain First Nation, Roseau River Anishinabe Nation, Swan Lake First Nation, Sagkeeng First Nation, and Peguis First Nation;

AND WHEREAS: the Treaty One Nations and Her Majesty the Queen in the Right of Canada ("Canada") are signatories to Treaty No. 1 (Treaty One) which was signed on August 3, 1871 at the Stone Fort (Lower Fort Garry);

AND WHEREAS: the Treaty One Governing Council has the delegated duty and responsibility to exercise all executive governing and supervisory authority of and over Treaty One Nation Joint Reserve Lands on behalf of the signatory First Nations in accordance with the *Treaty One Governance and Management Agreement*;

WHEREAS:

WHEREAS:

THEREFORE, BE IT RESOLVED:

Brokenhead Ojibway Nation

Long Plain First Nation

Peguis First Nation

Roseau River Anishinabe Nation

Sagkeeng First Nation

Sandy Bay Ojibway Nation

Swan Lake First Nation

***Quorum:** Except in the case of a written Special Resolution that is signed by all 7 Governing Council members (or their Proxy Councillor), all 7 Governing Council members or their Proxy Councillor representative must be in attendance either in person, by telephone, or other electronic means of communication including virtual participation, in order for any issue to be discussed that requires a decision to be approved by 5 of 7 Governing Council members or their Proxy Representative.

Schedule "E"
Unanimous Consent - Governing Council Resolution Template

MEETING - DATE
Governing Council Resolution _____, 20__

Re:

WHEREAS: the Treaty One First Nations consists of the following First Nations: Sandy Bay Ojibway Nation, Brokenhead Ojibway Nation, Long Plain First Nation, Roseau River Anishinabe Nation, Swan Lake First Nation, Sagkeeng First Nation, and Peguis First Nation;

AND WHEREAS: the Treaty One Nations and Her Majesty the Queen in the Right of Canada ("Canada") are signatories to Treaty No. 1 (Treaty One) which was signed on August 3, 1871 at the Stone Fort (Lower Fort Garry);

AND WHEREAS: the Treaty One Governing Council has the delegated duty and responsibility to exercise all executive governing and supervisory authority of and over Treaty One Nation Joint Reserve Lands on behalf of the signatory First Nations in accordance with the *Treaty One Governance and Management Agreement*;

WHEREAS:

WHEREAS:

THEREFORE, BE IT RESOLVED:

Brokenhead Ojibway Nation

Long Plain First Nation

Peguis First Nation

Roseau River Anishinabe Nation

Sagkeeng First Nation

Sandy Bay Ojibway Nation

Swan Lake First Nation

*Unanimous Consent - requires the prior written unanimous consent of all Governing Council members.