

FEDERAL-PROVINCIAL MEMORANDUM OF AGREEMENT

FOR

WAPUSK NATIONAL PARK

THIS AGREEMENT SIGNED THIS 24<sup>TH</sup> DAY OF APRIL, 1996,

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,  
AS REPRESENTED BY THE MINISTER OF ENVIRONMENT FOR WHOM  
THE MINISTER OF COMMUNICATIONS IS SUBSTITUTED  
("CANADA")

AND

HER MAJESTY THE QUEEN IN RIGHT OF MANITOBA,  
AS REPRESENTED BY THE MINISTER OF NATURAL RESOURCES  
("MANITOBA")

WHEREAS the lands between the lower reaches of the Churchill and Nelson rivers, situate in the Province of Manitoba, are significant nationally and internationally for their biological diversity, their importance as a habitat for seasonal concentrations of migrating and breeding birds and polar bears, and their interrelated aboriginal and European cultural themes; and

WHEREAS Canada and Manitoba consider that certain of these lands between Churchill and York Factory, situate in the Province of Manitoba, are suitable for establishment and management as a national park of Canada, for the benefit, education and enjoyment of all Canadians and to add to Canada's world-renowned system of national parks; and

WHEREAS Canada and Manitoba recognize principles of sustainable development to guide the complementary planning and management of parks and adjacent lands, including preservation, conservation, regional economic development, public participation and public information and education; and

WHEREAS Canada and Manitoba recognize that both aboriginal and non-aboriginal residents of the Local Government District of Churchill have traditionally accessed and utilized resources and lands between Churchill and York Factory; and

WHEREAS establishment of a national park will have an impact on nearby communities, the Local Government District of Churchill and the First Nations of Fox Lake and York Factory have participated in the studies, consultative process and negotiations leading to the establishment of a national park; and

WHEREAS Section 35 of the Constitution Act, 1982 recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada; and

WHEREAS paragraph 13 of the Manitoba Natural Resources Transfer Agreement, 1930 and the Constitution Act, 1930 assure Indians the right to hunt, fish or trap for food on unoccupied Crown lands and other lands to which they have a right of access; and

WHEREAS Canada and Manitoba duly recognize and are committed to implementing this Memorandum of Agreement for a national park near Churchill;

NOW, THEREFORE, this Memorandum of Agreement is made between Canada and Manitoba to provide for the establishment of Wapusk National Park, under terms and conditions as follows:

INTERPRETATION

1. (1) In this Memorandum of Agreement ("Agreement"),

"Cape Churchill Wildlife Management Area" means those lands in northern Manitoba set aside as a provincial wildlife management area in 1978 by Manitoba Regulation 17/78, Order in Council 148/78, reconfirmed in 1990 by Manitoba Regulation 57/90 under The Wildlife Act, and as described in Annex 3;

"Churchill Rocket Range" means the Churchill Rocket Launching Site and Recovery Area, located east of the Local Government District of Churchill ("Churchill"), and overlapping the Park Land and Crown Land Area, as shown on a plan filed in the office of the Director of Surveys for Manitoba, in Winnipeg, as Plan 18852 (Area I, Sites A and B, and Area II);

"Crown Land Area" means those lands administered and controlled by the Crown in right of Manitoba presently within the Cape Churchill Wildlife Management Area but outside the Park Land, and includes any subsequent designation for the said Crown Land Area or designations for portions thereof, and as described in Annex 4;

"Director of Surveys, Manitoba" means the Director of Surveys for Manitoba and includes any person authorized to act on his behalf;

"Federal Minister" means the Minister of Canada responsible for the national parks of Canada and includes any person authorized to act on his behalf for the purposes of this Agreement;

"interim management guidelines" means the interim management guidelines developed and approved as outlined in sections 11 and 12 of this Agreement;

"Management Board" and the abbreviated form "Board" mean the management board established as outlined in Section 11 of this Agreement;

"management plan" means the management plan developed and approved as outlined in sections 11 and 12 of this Agreement;

"National Parks Act" means the National Parks Act, R.S.C. 1985, c. N-14, as amended;

"Northern Flood Agreement" means the agreement entered into between the Government of Manitoba, the Manitoba Hydro-Electric Board, the Northern Flood Committee, Inc., and the Government of Canada, as represented by the Minister of Indian Affairs and Northern Development, in December 1977;

"Park Land" means, subject to Section 4, the land described in Annex 1 and figured in Annex 2 of this Agreement, and, subsequent to Parliament adding the described land to the Schedule of the National Parks Act, means the national park;

"park superintendent" means an officer appointed under the Public Service Employment Act of Canada and holding the office of superintendent of a national park, or otherwise designated as the officer of Canada, situated in Churchill, responsible for the day-to-day management of the Park Land, and includes any person appointed under that Act who is authorized by such an officer to act on the officer's behalf;

"Provincial Minister (Natural Resources)" means the Minister of Natural Resources or his successor and includes any person authorized to act on his behalf for the purposes of this Agreement;

"Regional Executive Director" means an officer appointed under the Public Service Employment Act of Canada and designated as the senior officer of Canada responsible for the management of the national parks of Canada situate in the province of Manitoba, and includes any person appointed under that Act who is authorized by the said officer to act on the officer's behalf;

"Surveyor General (Canada)" means the Surveyor General of Canada and includes any person authorized to act on his behalf;

"The Tourism and Recreation Act" means The Tourism and Recreation Act (Manitoba), C.C.S.M. c. T90;

"The Wildlife Act" means The Wildlife Act (Manitoba), C.C.S.M. c. W130;

"treaty land entitlement" means that entitlement to land agreed to between Canada and certain First Nations of northern Manitoba by Treaty 5, as adhered to by signature during the period 1908-1910, as amended by any subsequent agreement between Canada and the First Nations of northern Manitoba on the extent of that entitlement remaining to the First Nations, who, with respect to the Park Land described herein, are foreseen as being the First Nations of Fox Lake and York Factory.

- (2) In this Agreement the singular or masculine includes the plural or feminine unless the context otherwise requires.

## PURPOSE OF AGREEMENT

2. It is the purpose of this Agreement:
- (a) to provide for the establishment of Wapusk National Park, pursuant to the National Parks Act;
  - (b) to recognize the natural significance of an adjacent Crown Land Area, managed under The Wildlife Act or appropriate other legislation of Manitoba;
  - (c) to provide for the complementary planning, management and operation of the Park Land and the Crown Land Area;
  - (d) to respect existing aboriginal and treaty rights and to provide for the continuation of the traditional use of the Park Land and its renewable resources by Indian people, as outlined further in sections 5 and 13 of this Agreement; and
  - (e) to provide for certain traditional privileges of local, non-aboriginal users of the Park Land, as outlined further in sections 14 and 15 of this Agreement.

## PURPOSE OF NATIONAL PARK

3. The purpose of the National Park is to protect for all time a representative natural area of Canadian significance in the Hudson-James Lowlands Natural Region, and to encourage public understanding, appreciation and enjoyment of the area so as to leave it unimpaired for future generations.

## DESCRIPTION OF PARK LAND

4. (1) The boundaries of the Park Land shall be as described generally in Annex 1 and as figured in Annex 2 of this Agreement, being a plan filed in the office of the Director of Surveys, Manitoba, in Winnipeg, as Plan 19701, such plan being in accordance with the standards of the Director of Surveys, Manitoba and any instructions issued by him, and acceptable to the Surveyor General (Canada).
- (2) Should Canada determine that a legal survey is required to delineate any or all of the Park Land specified in subsection (1) for legislative purposes or for park management purposes, the land lying within the outer boundaries as shown on the said legal survey shall then constitute the Park Land in substitution for the land described in subsection (1), and the costs of such survey shall be borne by Canada.

## FIRST NATIONS' LAND ENTITLEMENTS

5. (1) Canada and Manitoba shall, subject to subsections 5(3) and 6(5) below, place no barriers or restrictions on selecting lands within the Park Land which may be desired by entitled First Nations for selection hereafter under treaty land entitlement pursuant to the terms of Treaty No. 5 Between Her Majesty the Queen and the Saulteaux and Swampy Cree Tribes of Indians at Berens River or under any successor agreement respecting the treaty land entitlement obligations of the Crown to entitled First Nations, or under the land entitlement provisions of the Northern Flood Agreement, 1977 and any successor agreements negotiated pursuant to the Northern Flood Agreement and to which Canada is a party. If any lands are so selected, their transfer from Park Land status to Indian Reserve status shall be in accordance with subsection 6(5) below.
- (2) With respect to the claim made by Fox Lake First Nation for compensation for impacts related to hydroelectric developments heretofore on the Nelson River, should the claim be accepted for negotiation, and should the terms of settlement include entitlement to a land quantum, and should there be an interest by the First Nation in selecting lands that include Park Lands, Canada will enter into negotiations with Fox Lake First Nation regarding the selection of lands within the Park Land in accordance with subsection 5(3) below and shall place no barriers or restrictions on such selection of lands within the Park Land by Fox Lake First Nation.
- (3) In the event that lands are to be selected within the Park Land pursuant to subsections 5(1) and 5(2) above, Canada will cooperate with the entitled First Nation to select lands so as to enhance both First Nations and National Park objectives and advance mutual cooperation.

## TRANSFER OF LAND

6. (1) Manitoba shall, within six (6) months of this Agreement, transfer to Canada, at no cost to Canada, the administration and control of the land within the Park Land.
- (2) The said transfer of administration and control shall be by Order of the Lieutenant Governor in Council of Manitoba.
- (3) When the Deputy Minister of Justice for Canada is satisfied, as regards any part of the Park Land that is the subject of a transfer of administration and control to Canada, as to title being free and clear from any and all third-party interests, save and except:
- (a) the lands occupied by cabins under general permit or other legal instrument as specified in paragraph 8(1)(b) below; and
  - (b) any rights, under or by virtue of any registered traplines that may continue to exist as specified in Section 14 below;

Canada shall accept the transfer by an Order of the Governor General in Council and on the recommendation of Treasury Board.

- (4) In the event any lands, the administration and control of which are transferred by Manitoba to Canada pursuant to the terms hereof, are declared by the Parliament of Canada to be no longer required for national park purposes, Canada shall transfer the administration and control of those lands, including all buildings and improvements thereon which Manitoba wishes to retain, to Manitoba, and shall take all reasonable steps, mutually agreed, to restore the land to its original state.
- (5) Notwithstanding subsection (4), if, subsequent to the transfer of administration and control of the Park Land to Canada,
- (a) any lands are selected in the Park Land by entitled First Nations, as contemplated in Section 5, and
  - (b) Canada agrees to such selections as being in accordance with Canada's Additions to Reserve Policy, as amended from time to time, or with any other appropriate agreement between Canada and First Nations,

then the Federal Minister shall request that the Minister of Canada responsible for aboriginal affairs recommend to the Governor General in Council that the said lands be set apart as Indian Reserve lands.

## ESTABLISHMENT OF NATIONAL PARK

7. (1) Following acceptance by Canada of administration and control of the Park Land, as provided in Section 6, Canada shall recommend to the Parliament of Canada that legislation be enacted to add the Park Land to the Schedule of the National Parks Act, the said land to be thereafter maintained and administered for the purposes set out in, and according to, the National Parks Act and other applicable legislation, this Agreement, and the park management plan and National Parks Policy in effect from time to time.
- (2) Canada shall also recommend to the Parliament of Canada and to the Governor in Council, as may be required, that the National Parks Act and regulations thereunder be amended to give full force and effect to the provisions of this Agreement.

## INTERIM PROTECTION AND MANAGEMENT

8. (1) Prior to the transfer of administration and control to Canada of the Park Land, Manitoba:
- (a) shall take no action which would unduly diminish the value of the said lands for national park purposes; and
  - (b) shall legitimize by general permit under The Crown Lands Act (Manitoba), C.C.S.M. c. C-340, or such other instrument as it may deem appropriate to convey a legal right to occupy land, those local users' and researchers' cabins situated on the Park Land as of the first (1st) day of June 1993, and as listed and described in Annex 5 of this Agreement, but Manitoba shall neither permit new local users' cabins after that date, nor authorize by general permit or other instrument any local users' cabins not provable as existing on the said first (1st) day of June 1993.

(2) Neither Canada nor Manitoba shall hereafter:

- (a) exploit or permit the exploitation of any mines or minerals, whether precious or base, solid or gaseous, lying in, on or under any lands comprising the Park Land that are presently owned by either party or are acquired by either party from time to time, pursuant to this agreement, so long as such lands are required or are contemplated to be required for national park purposes; or
- (b) alter the flow or impair the quality or permit the alteration of the flow or the impairment of the quality of the waters within or flowing through or lying on the Park Land, by the construction of works or otherwise except as authorized by the National Parks Act and regulations thereunder and with the prior written consent of the other party.

9. Upon the transfer of administration and control of the Park Land to Canada and until such time as an appropriate amendment is made to the National Parks Act pursuant to Section 7, Manitoba shall take such reasonable steps, in consultation with Canada, as may be necessary to permit Canada to manage the land and resources of the Park Land and human uses thereof, including harvesting activities, in a manner consistent with the terms of this Agreement, and to designate officers of Parks Canada to apply and enforce all applicable regulations.

#### CROWN LAND AREA

- 10. (1) For clarity, Manitoba has full and final authority for administration and allocation of the Crown Land Area.
- (2) Manitoba shall consult in writing with the Management Board for the Park Land on land use planning and resource management issues within the Crown Land Area that may affect the Park Land and its resources. Manitoba will confer with the Management Board to identify the nature and scope of issues that may affect the Park Land and its resources.
- (3) Where the Management Board decides to reply respecting an issue within the Crown Land Area that may affect the Park Land and its resources, it shall reply in writing to the officer responsible for the management of the Crown Land Area within sixty (60) days of the receipt of information from Manitoba.

#### MANAGEMENT BOARD

- 11. (1) There shall be established a Management Board (hereinafter "Board") to consider matters relating to the planning, management and operation of the Park Land, and make recommendations to the Federal Minister, as described herein.
- (2) The Board shall consist of ten (10) members, to be appointed as follows and within three (3) months of the date of this Agreement:
  - (a) for Canada, two (2) members, one (1) of whom shall be the park superintendent, who shall be ex-officio (non-voting) except for the purposes of subsection (10), to be appointed by the Federal Minister;
  - (b) for Manitoba, two (2) members, one (1) of whom shall be an officer of Manitoba responsible for the management of the Crown Land Area, to be appointed by the Federal Minister upon the recommendation of the Provincial Minister (Natural Resources);
  - (c) for the First Nation of Fox Lake, two (2) members to be appointed by the Federal Minister upon the recommendation of the band council of Fox Lake First Nation;
  - (d) for the First Nation of York Factory, two (2) members to be appointed by the Federal Minister upon the recommendation of the band council of York Factory First Nation; and
  - (e) for the Local Government District of Churchill, two (2) members to be appointed by the Federal Minister upon the recommendation of the town council of the Local Government District of Churchill.
- (3) The ratio of Board composition specified in subsection (2) shall not be altered without the recommendation of each of the recommending authorities named in subsection (2).

- (4) Dissolution of or any other alteration to the Board shall only be made by amendment to this agreement, upon the consent of the parties hereto, but not without prior consultation with the Local Government District of Churchill and the First Nations of Fox Lake and York Factory, in accordance with subsection 25(3).
- (5) The members of the initial Board shall be appointed for a term not exceeding three (3) years, and shall make recommendations to the Federal Minister as to the duration of subsequent terms and eligibility for reappointment, and the avoidance of conflict of interest, although the recommending authorities named in subsection (2) shall retain full autonomy in recommending their respective nominees to the Board.
- (6) Beginning three (3) months after this Agreement, the Board shall meet twice yearly, or as more often than that as its members may from time to time decide, at the call of the chairperson. A quorum shall be the park superintendent and five (5) other members of the Board, including at least one (1) member appointed as in each of paragraphs (2)(b), (c), (d) and (e).
- (7) Members of the Board shall determine such procedural matters as the conduct and proceedings of the Board, the election of officers of the Board, and the preparation of a report to be submitted annually to the Federal Minister.
- (8)
  - (a) Each member of the Board who is not a salaried employee of Canada or Manitoba, or of an agency of the governments of Canada or Manitoba, shall be entitled to payment of travel expenses and a per diem honorarium for meetings of the Board, payable by Canada.
  - (b) The First Nations members of the Board may, from time to time, invite an individual (e.g., an employee of Manitoba Keewatinowi Okimakanak Inc.) to attend a meeting of the Board to provide them with technical support. Such invited individual shall not be a voting member of the Board but shall be entitled to payment of reasonable travel expenses for the meeting of the Board, payable by Canada.
- (9) Canada shall provide and pay the costs of secretariat services for the Board and, after considering recommendations from the Board, shall identify on an annual basis the funds available for the travel and per diem expenses of the members of the Board as specified in subsection (8).
- (10) The Board shall cause to have prepared the interim management guidelines and management plan for the Park Land, participate directly in their preparation at the Board's own discretion, recommend the management plan to the Federal Minister for his approval, and monitor their implementation.
- (11) The Board may also consider other matters relating to the planning, management and operation of the Park Land, including matters relating to:
  - (a) management and protection of lands and natural resources, including the development of policies and regulations related to conservation objectives and enforcement measures;
  - (b) local uses as outlined in Sections 14 and 15, including criteria and procedures for local use permits, and development of a list of eligible local users in accordance with Section 14;
  - (c) facility and program development;
  - (d) annual work plans and budget allocations;
  - (e) annual staffing action plans, including recommended statements of qualification;
  - (f) training strategy;
  - (g) research, including procedures, criteria and priorities;
  - (h) management and protection of cultural resources, including the granting of permits for archaeological investigations;
  - (i) development of effective partnerships;
  - (j) formation of a cooperating association;

- (k) relationship of the Churchill Rocket Range, if reactivated, to the Park Land;
  - (l) any other matter relating to the management of the Park Land; and
  - (m) land-use planning and resource management of the Crown Land Area as contemplated in Section 10, including any proposed changes to the boundaries or legal status of the Crown Land Area.
- (12) The Board shall consider any of the matters set out in subsection (11) when a proposal pertaining to a said matter is brought to its attention by the park superintendent or any other member of the Board on behalf of his agency or organization or others who want to approach the Board through its members.
- (13) When considering the matters of paragraphs (11)(a) and (h), in particular, the Board shall develop recommendations related to:
- (a) resource management, including harvesting activities, research and other proposed actions or developments which may impact on ecosystems, wildlife habitats or populations, or cultural resources, and
  - (b) the coordination of integrated resource management and land use planning with other resource management board(s) which might be established to manage lands and resources outside the Park Land,
- and in exercising these responsibilities shall take account of the special importance of the Park Land and the natural and cultural resources of the Park Land to the First Nations of Fox Lake and York Factory.
- (14) The Board shall make every effort to make its decisions by consensus on those matters considered in subsections (11) and (12) but, if necessary, the Board may make its decisions by simple majority of the voting members.
- (15) Where the Board decides to make a recommendation on a matter considered in subsections (11) and (12), the recommendation shall be addressed to the park superintendent, and where the park superintendent is not in agreement with that recommendation, the Board may submit its recommendation to the Regional Executive Director for Parks Canada.
- (16) Where the Regional Executive Director for Parks Canada advises the Board, in writing and within sixty (60) days, that he is in disagreement with any recommendation submitted to him pursuant to subsection (15), the Board may, at its discretion, submit its recommendation to the Federal Minister.
- (17) The Federal Minister shall advise the Board, in writing and within sixty (60) days, of the position which he intends to take respecting a recommendation submitted to him pursuant to subsection (16).
- (18) Two (2) members of the Board, being one (1) member appointed as in either of paragraphs (2)(c) and (d), and one (1) member appointed as in paragraph 2(e), shall be selected by the Board to sit on the committee established pursuant to subsection 18(8) to recommend each successive new park superintendent.
- (19) The Board shall, in the execution of its duties and functions, comply with applicable laws and policies, as well as management plans approved by the Federal Minister for the Park Land.

#### MANAGEMENT PLANNING

12. (1) A management plan for the Park Land shall be prepared within five (5) years of the date of this Agreement.
- (2) Interim management guidelines shall be prepared within one (1) year of the date of this Agreement and submitted to the Regional Executive Director for Parks Canada, for his approval, and thereafter shall remain in effect until the management plan of subsection (1) has been approved.
- (3) The management plan of subsection (1) and the interim management guidelines of subsection (2) shall be in accordance with the general purposes of the National Parks Act and this Agreement.

- (4) The interim management guidelines and management plan for the Park Land shall be prepared in accordance with subsection 11(10), and with the assistance of staff and technical support from Canada.
- (5) To assist it in its role in management planning, described in subsection 11(10), the Board may request Canada to arrange for and pay the costs of the assistance of any other agency or person to assist in the development of the interim management guidelines and the management plan, including but not limited to, Manitoba, the Local Government District of Churchill, the Churchill Northern Studies Centre, the Manitoba Keewatinowi Okimakanak, Inc., the York Factory First Nation and the Fox Lake First Nation.
- (6) As a guide to managers and a commitment to the public regarding protection and use of the Park Land, the interim management guidelines and the management plan shall specify the type and degree of resource protection and management needed to maintain the integrity of ecosystems and cultural resources and define the type, character and locale of visitor facilities, activities and services.
- (7) Traditional knowledge shall be considered in the preparation of the interim management guidelines and the management plan.
- (8) The process for preparation of the management plan shall include public participation, at the national, regional and local levels, as appropriate.
- (9) Following public participation, the Board shall recommend its management plan for the Park Land to the Federal Minister for his approval.
- (10) Upon receipt of the Board's recommended management plan, the Federal Minister shall within sixty (60) days indicate in writing his approval of the management plan or any objections to it that he may have.
- (11) The Board shall thereafter have ninety (90) days within which to address these objections and recommend a revised management plan to the Federal Minister for his approval.
- (12) In the event that the Board advises the Minister, or the Minister otherwise determines, that the Board is not able to
  - (a) recommend a management plan for the Park Land pursuant to subsections 11(10) and 12(1), or
  - (b) recommend a revised management plan, pursuant to subsection (11), that has resolved the objections of the Federal Minister to his satisfaction,
 then in keeping with his responsibility for management of the Park Land and for laying a management plan for the Park Land before each House of Parliament, the Federal Minister shall direct his staff to prepare and submit for his approval such a plan.
- (13) Subsections (3) to (12) inclusive shall apply equally to such reviews of the management plan for the Park Land as may be required by the National Parks Act and National Parks Policy.

#### NATIVE RIGHTS AND USES

13. (1) (a) Pursuant to Section 35 of the Constitution Act, 1982, existing treaty and aboriginal rights relating to hunting, trapping and fishing will be respected within the Park Land, and any management plan for the Park Land shall respect these rights.
  - (b) Notwithstanding that Canada considers the Park Land to be "required or taken up" under the meaning of the York Factory Adhesion to Treaty No. 5 Between Her Majesty the Queen and the Saulteaux and Swampy Cree Tribes of Indians at Berens River, Canada agrees that the Treaty Indians shall have continued access to the Park Land for the purposes of exercising their aboriginal and treaty rights to hunt, trap and fish, subject to subsection 13(3).
- (2) (a) The rights of Indians to hunt, trap and fish under paragraph 13 of the Manitoba Natural Resources Transfer Agreement, part of the Constitution Act, 1930, will be respected within the Crown Land Area, and any management plan for the Crown Land Area shall respect these rights.



- (b) Manitoba agrees that the Crown Land Area shall not be considered "occupied" Crown Land within the meaning of paragraph 11 and paragraph 13 of the Manitoba Natural Resources Transfer Agreement only by virtue of the designation of the Crown Land Area under this Agreement or other designation of like effect.
- (3) The existing treaty and aboriginal rights described in subsection 13(1) above shall be restricted only by applicable regulations necessary for public safety, national park and other conservation objectives. Any proposed new regulations specific to hunting, fishing or trapping on the Park Land shall be the subject of consultations between Canada and affected First Nations prior to their coming into force.
- (4) (a) In recognition of the traditional and current uses by Indian people of lands and natural resources within the Park Land, there shall be no restrictions placed on the hunting, fishing and trapping activities of Indian people within the Park Land, except as pursuant to subsection 13(3) and paragraphs 13(4) (b) and (d), and as otherwise provided for in this Agreement, and any management plan for the Park Land shall respect these uses.
- (b) It is the policy of Canada that commercial exploration, extraction or development of natural resources, including commercial fishing, will not be permitted in the National Park, with the sole exception of trapping as set out herein.
- (c) Traditional and current aboriginal activities that are incidental to or in support of hunting, trapping and fishing will be permitted in the Park Land, including the gathering of berries, medicinal herbs and firewood, the construction of shelters and cabins, the use of all-terrain vehicles, over-snow vehicles and aircraft, and the processing and sale of the non-edible by-products of wildlife taken by Aboriginal people for their personal use, insofar as they are consistent with the management plan for the Park Land, and subject to subsection 13(3).
- (d) Access by aboriginal people exercising the rights described in paragraph 13(1) (a) and the uses described in paragraphs 13(4) (a), (b) and (c) shall be subject to regulations necessary for public safety, national park and other conservation objectives. In addition, the management plan for the Park Land may identify non-regulatory measures required to achieve these objectives.
- (e) At the request and option of the affected First Nations, the commercial trapping activities of Indian people within the Park Land shall continue to be administered and regulated in a manner consistent with that established in the Manitoba Wild Fur Policy.

#### TRADITIONAL LOCAL USES ON THE PARK LAND

- 14. (1) This section applies only to "local users" as defined in subsection 14(3) below, and does not apply to the aboriginal or treaty rights or to the traditional uses of the Park Land and the renewable natural resources of the Park Land by Indian people as described in Section 13.
- (2) In this section,
  - (a) "Traditional local use" means
    - (i) gathering of berries, deadwood, flowers and other natural products of the land for domestic use;
    - (ii) hunting of caribou, Rangifer spp., for domestic consumption;
    - (iii) trapping, in the community trapping area;
    - (iv) trapping, on registered traplines;
    - (v) carrying of firearms for protection; and
    - (vi) use of cabins for purposes of recreation or the uses described in subparagraphs (i), (ii), (iii), or (iv);

- (b) "community trapping area" means the land described in Annex 6, being that portion of the area southeast of the Local Government District of Churchill that has traditionally been open under license issued by the Provincial Minister (Natural Resources), to general trapping, and that is within the Park Land;
  - (c) "registered trapline" means a subdivision of an area described and designated by The Wildlife Act, and its regulations, and as described in Annex 6.
- (3) Any person who has resided
- (a) in the Local Government District of Churchill or in any settlement along the Canadian National Railway "Bay Line" from Bird northward,
  - (b) for at least five (5) consecutive years within the period commencing twenty (20) years prior to the date of this Agreement, and
  - (c) for at least six (6) consecutive months at the time of making an application to the Management Board for recognition as a "local user"
- and any person who is a child of a person described above shall be recognized as a local user by the Management Board.
- (4) The Management Board shall maintain and update, as required, a list of all local users, and shall provide a copy to the park superintendent.
- (5) Local users may apply to the park superintendent for a local use permit to practice certain or all of the traditional local uses specified in paragraph (2)(a).
- (6) The park superintendent shall issue local use permits to those applicants that meet the qualifications specified in subsection (3) and indicate thereon any restrictions or conditions that shall apply.
- (7) For purposes of simplicity, there shall be one (1) category of local use permit, and the said permit shall specify
- (a) the traditional local use or uses that the bearer is entitled to pursue,
  - (b) the terms and conditions applying to the use or uses,
  - (c) the terms and conditions of access to the Park Land,
  - (d) the period of time for which it is valid,
  - (e) the site location, including a map, where appropriate, and
  - (f) that the permit is not transferrable or assignable.
- (8) Local use permits shall be issued at no charge to the applicant.
- (9) Upon the expiration of a local use permit, application may be made for its renewal, and any renewal with respect to those uses described in subparagraphs (2)(a)(ii), (iii) and (iv) shall be limited as provided in subsection (14).
- (10) Notwithstanding subsection (6), the permittee named in a local use permit that authorizes the local uses described in subparagraphs (2)(a)(ii), (iii) and (iv) shall be required, prior to exercising the said local uses, to apply annually to Manitoba for, and obtain, a license to hunt on the Park Land and/or trap in the community trapping area or in a registered trapline, and any local use permit extending to the said local uses shall only be valid with respect to the said uses if and when the appropriate licence has been issued to the said permittee by Manitoba.
- (11) Manitoba shall take into account the objectives of this Agreement and the interim management guidelines or management plan for the Park Land when making any decision respecting the issuance of licenses to hunt or trap on an area which includes the Park Land.
- (12) With respect to the local uses described in subparagraphs (2)(a)(ii), (iii) and (iv), the resource management objectives set out in the interim management guidelines and management plan for the Park Land, and the administrative and regulatory procedures established in the Manitoba Wild Fur Policy, shall apply, insofar as they are congruent, during the interim period prior to the Park Land being established as a national park.

- (13) Should the Park Land be established as a national park prior to certain local uses having expired as specified in subsection (14), hunting and trapping shall be as then prescribed in the National Parks Act and regulations, as amended, if necessary, pursuant to subsection 7(2), and in the management plan for the Park Land.
- (14) All local use permits issued for any of the local uses described in subparagraphs (2)(a)(ii), (iii) and (iv) shall expire no later than thirty-five (35) years after the date of this agreement and no local use permit authorizing the said uses shall be issued thereafter.
- (15) Cabins on the Park Land used pursuant to subparagraph (2)(a)(vi) shall be maintained by permittees to an acceptable and safe standard, but permittees shall not be authorized to expand, reconstruct or otherwise substantially alter such cabins except where to do so is consistent with the operation of a registered trapline.
- (16) Canada may seek to phase out the local use permits for registered traplines by offering to acquire any interests and improvements on a willing seller-willing buyer basis.
- (17) Manitoba shall not reconfigure any part of a Registered Trapline described in Annex 6, which is located within the Park Land on the date of this Agreement, without the prior written consent of the park superintendent, who shall consult with the Management Board beforehand.
- (18) The use of cabins as authorized in subparagraph (2)(a)(vi) shall extend only to those cabins described in Annex 5, and for which a general permit or other instrument has been issued by Manitoba, and as referred to in subsection 8(1).
- (19) The right to use cabins as set out in subsection (18) shall not be transferrable and shall be renewable by Manitoba annually until such time as the Park Land is transferred to Canada, after which the said right shall be renewable by Canada.
- (20) Canada may seek to phase out the local use permits for recreational cabins by offering to acquire any interests and improvements on a willing seller-willing buyer basis. Within five (5) years of the date of this Agreement, Canada may also offer to remove, at its cost, the personal property of any such willing seller, to a location situated at a reasonable distance outside the Park Land, as determined by Canada.
- (21) Upon the establishment of the Park Land as a national park, Canada shall authorize, pursuant to the National Parks Act, the use of those cabins described in Annex 5 and which Canada has not acquired under subsection (20).

#### ACCESS BY LOCAL USERS

15. (1) This section applies only to "local users" as defined in subsection 14(3), and does not apply to the aboriginal or treaty rights or to the traditional uses of the Park Land and the renewable natural resources of the Park Land by Indian people as described in Section 13.
- (2) In this section,

"over-snow vehicle" means a vehicle that is designed to

  - (a) be driven by any means other than muscular power,
  - (b) run on tracks or skis or both, and
  - (c) operate on snow or ice,

as defined in the National Parks Highway Traffic Regulations, as amended from time to time; and

"all-terrain vehicle" means a tracked, wheeled or air-cushioned motor vehicle designed for travel over trails, marshlands, muskeg, sand, snow or trackless terrain,

as defined in the National Parks Highway Traffic Regulations, as amended from time to time, but does not include "tundra vehicle" as defined in paragraph 20(3)(b) of this Agreement.
- (3) Holders of local-use permits issued pursuant to Section 14 shall have access to the Park Land by over-snow vehicle and all-terrain vehicle, while those not holding such a permit may have access to the Park Land by over-snow vehicle only.

- (4) The access described in subsection(3) shall be subject to regulations necessary for public safety, national park and other conservation objectives. In addition, the management plan for the Park Land may identify non-regulatory measures required to achieve these objectives.
- (5) Air access to the Park Land shall be available only to such sites on land or water as may be authorized pursuant to interim management guidelines and the management plan for the Park Land, and, following establishment of the Park Land as a national park, pursuant to the National Parks Act and its regulations.

#### CULTURAL RESOURCES

16. (1) The archaeological and historical record of aboriginal use of the Park Land is of spiritual, cultural, religious and educational importance to First Nations of northern Manitoba, and warrants careful stewardship.
- (2) The significance of aboriginal and non-aboriginal cultural resources shall be taken fully into account in developing the management plan for the Park Land and in considering management actions therein.
- (3) An inventory of known aboriginal and non-aboriginal heritage sites within the Park Land shall be prepared from documentary sources and updated as required by the park superintendent, with the assistance of the Management Board.
- (4) Subject to subsections (5) and (6), the park superintendent may issue a permit to undertake an archaeological investigation of an aboriginal or non-aboriginal heritage site within the Park Land.
- (5) (a) The park superintendent shall seek the recommendations of the Management Board concerning terms and conditions for the issuance of archaeological permits for the investigation of aboriginal or non-aboriginal heritage sites within the Park Land.
- (b) Permits for archaeological investigation may include terms and conditions concerning:
  - (i) visits to relevant communities to explain the work to be done;
  - (ii) participation of First Nations representatives in the investigation;
  - (iii) level of physical intervention in the site;
  - (iv) arrangements for conservation of artifacts and specimens recovered;
  - (v) protection and rehabilitation of the site; and
  - (vi) disposition of artifacts and specimens recovered.
- (6) In the case of any proposed archaeological investigation involving aboriginal heritage sites within the Park Land, the park superintendent shall consult with the relevant First Nation(s) prior to the issuance of a permit. If objections to the investigation are raised by the First Nation(s) that are reasonably founded on
  - (a) disturbance of a site of aboriginal religious or spiritual significance as such significance is agreed by the relevant First Nation(s) and the park superintendent, or
  - (b) inadequate efforts to secure First Nations participation in the investigation,that are provided to the park superintendent in writing within thirty (30) days of the First Nation(s) receiving the permit application for review, the superintendent shall not issue the permit or shall add such terms and conditions to the permit as are required to satisfy the objections.

- (7) Where feasible, the inventory prepared pursuant to subsection (3) and any reports produced as a result of an archaeological or other investigation of an aboriginal or non-aboriginal cultural resource shall be made generally available to First Nations and other interested Canadians, recognizing that some reports or portions thereof or of the inventory may be restricted due to the sensitivity to disturbance of the resources described. In the case of heritage sites attributable to the cultural history of an existing First Nation of northern Manitoba, the relevant sections of the inventory described in subsection (3) and reports associated with archaeological permits issued pursuant to subsection (4) shall be provided in full to the said First Nation.
- (8) Access by visitors to the Park Land to any First Nations burial sites discovered thereon shall require the express written consent of the First Nations. Should an undertaking of an archaeological investigation result in the identification of human remains attributable to the cultural history of an existing First Nation, Canada agrees that no person shall disturb or remove any such human remains without the prior consent of that First Nation. Such consent shall include approval by the First Nation of a plan providing for the disposition, conservation, protection, and management of, and further access to, any such human remains.

#### PARK EXPENDITURES

17. (1) Canada shall assume lead responsibility for financing the planning, development, management and operation of the Park Land, and shall make an initial expenditure over five (5) years of an amount to be specified in writing by Canada at the time of signing this Agreement, subject to the appropriation of funds by the Parliament of Canada, such amount incorporating projected expenditures for tourism development and marketing and for the planning and anticipated initial construction of visitor-related infrastructure.
- (2) To achieve cost effectiveness and efficiencies in financing park development and operations, Canada shall:
- (a) build in a complementary manner on the skills, experience and capabilities of other agencies, organizations, and individuals;
  - (b) avoid unnecessary duplication of facilities and services;
  - (c) encourage other departments and agencies of Canada and Manitoba, the Local Government District of Churchill, the First Nations of Fox Lake and York Factory, and other interested organizations and persons, to provide direct and/or in-kind contributions and participate otherwise as partners in support of the objectives of this Agreement;
  - (d) seek to develop cooperative arrangements with Manitoba and the First Nations of Fox Lake and York Factory, in particular, concerning resource management;
  - (e) pursue opportunities for the development and operation of joint facilities and services with the Local Government District of Churchill;
  - (f) pursue opportunities for the development and operation of and, where appropriate, investment by, the private and non-profit sectors in the delivery of visitor services, presentation and interpretation of natural and cultural resources, and research;
  - (g) foster and support the private and non-profit sectors in acquiring financing from other government and non-government agencies and institutions for investment in appropriate facilities and visitor services; and
  - (h) foster complementary programming in wildlife research, enforcement, regulations and training, to the extent consistent with the objectives of the Park Land and the Crown Land Area.

## EMPLOYMENT AND ECONOMIC OPPORTUNITIES

### 18. Employment

- (1) For purposes of this Section, "northern resident" means:
  - (a) any person resident within the Local Government District of Churchill,
  - (b) any person resident in any settlement along the Canadian National Railways "Bay Line" from Bird northward, and
  - (c) any member of the Fox Lake and York Factory First Nations.
- (2) Northern residents who meet or exceed the qualifications stipulated in any competition for public service positions for the Park Land shall be considered on a priority basis for recruitment to these positions.
- (3) Canada shall set only those employment skill requirements essential to the fulfillment of responsibilities of public service positions advertised for the Park Land.
- (4) Canada shall develop and implement a training strategy to assist northern residents to gain qualifications needed to compete for public service positions related to the operation of the Park Land.
- (5)
  - (a) Hiring procedures and policies shall have as an objective that over a reasonable period of time, 75% of the public service positions for the Park Land be filled by qualified northern residents. The park superintendent shall advise the Management Board annually of progress toward this objective.
  - (b) In endeavouring to meet the objective of filling 75% of the public service positions for the Park Land with qualified northern residents, Canada shall also institute such positive policies and practices and make such reasonable accommodations as to conform, over a reasonable period of time, with such objectives, including regional demographic representation, as may exist from time to time in federal employment equity legislation and policy.
- (6) Statements of qualification for public service positions related to the operation of the Park Land shall recognize, where appropriate, northern land skill experience and a knowledge of northern aboriginal heritage and culture.
- (7) In implementing the Official Languages Act, the geographic location of the Park Land and the public served shall be taken into account. Where appropriate, language training shall be provided to facilitate the 75% local hiring objective of subsection (5).
- (8) Upon Canada's need to select each successive park superintendent, and subject to the applicable legislation of Canada, Canada shall establish a selection committee composed of two (2) members of the Management Board, one (1) of them from the Local Government District of Churchill and the other from the First Nations of Fox Lake and York Factory, and two (2) representatives of Canada, to consider the required qualifications for the position, assess the qualifications of the candidates, and make recommendations to the designated officer(s) of Canada. Insofar as the responsibilities of the position of park superintendent may from time to time include the management of matters that are beyond the scope of managing the Park Land, the said designated officer(s) of Canada shall consider the recommendations of the selection committee within the context of any broader selection process that may exist as a consequence of those responsibilities, while taking fully into account that management of the Park Land and nearby national historic sites is a primary focus of the responsibilities of the position.
- (9) When recruiting for public service positions for the Park Land, Canada shall ensure that employment opportunities are advertised by being clearly posted locally in Churchill and in the York Factory and Fox Lake band offices, and other locations recommended by the Management Board. Positions available shall be posted for a period of time prescribed by public service staffing guidelines, but not less than two (2) weeks.

- (10) Where, in reviewing candidates for public service positions for the Park Land, Canada requires confirmation that the candidate(s) for a position fulfill(s) the residency requirement described in subsection (1), Canada shall seek such confirmation by consulting with the federally- or provincially-designated Churchill employment office. In the case of requiring confirmation of the membership of the candidate(s) in either the Fox Lake First Nation or the York Factory First Nation, Canada shall seek such confirmation by consulting with the person designated by the Department of Indian Affairs and Northern Development as being responsible for maintaining records of membership or, following transfer of that authority to the First Nation, with the person so designated by the First Nation.

#### Contracting

- (11) Local firms, organizations or individuals, including those affiliated with Fox Lake First Nation or York Factory First Nation, shall be given first consideration for the provision to Canada of contracted goods and services required for the management and operation of the Park Land whenever they meet the required terms and conditions of any such contract, and have the capacity, capability and expertise to provide the goods and services in a competitive manner.
- (12) Such first consideration in contracting, described in subsection (11), shall be subject to applicable federal contracting regulations, policies, guidelines and procedures, including any federal aboriginal procurement policy.

#### LOCAL ORGANIZATIONS

19. (1) Canada and Manitoba shall encourage the formation of a non-profit, non-government cooperating association whose objectives include providing heritage services and goods to the public while not competing directly with the services provided by existing organizations and businesses.
- (2) Canada and Manitoba, in cooperation with local organizations, shall consider means and ways to mitigate the impacts that increased visitation associated with the establishment of a national park may have on existing non-profit institutions in Churchill.

#### TOURISM (Visitor opportunities offered by private sector)

20. (1) Opportunities shall be available for the private sector to provide visitor services and activities appropriate to the purpose and objectives of the national park.
- (2) Such existing or new visitor services and activities as are offered on the Park Land shall take place in accordance with the National Parks Act, which assigns priority to the maintenance of ecological integrity when considering park zoning and visitor use, and, pending establishment of the national park under the National Parks Act, shall be conducted under interim authorities and permits made pursuant to Section 9.

#### Existing Commercial Operators

- (3) For purposes of subsections (3) to (6),
- (a) "existing commercial operator" means a commercial operator who, at the date of this Agreement, is authorized by a Tourism Licence issued by Manitoba under The Tourism and Recreation Act and/or a Wildlife Management Area Use Permit issued by Manitoba under The Wildlife Act to provide commercial tourism visitor services in the area of the Park Land, and who is listed in Annex 7 of this Agreement, and
- (b) "tundra vehicle" means any wheeled or tracked motorized vehicle designed to provide enclosed seating or accommodation for at least ten (10) passengers, and designed or adapted for cross-country travel on land, wetlands, snow, or ice. (Note: this definition requires addition to the National Parks Highway Traffic Regulations, and possibly to Manitoba regulations for the "interim" period.)

- (4) Pending the approval of the management plan referred to in Section 12:
- (a) only those existing commercial operators designated in Annex 7 as providing visitor access into the area of the Park Land shall continue to have such access;
  - (b) such access shall be conducted in accordance with the interim management guidelines for the Park Land;
  - (c) those existing commercial operators who have used tundra vehicles to provide commercial tourism visitor services within the Park Land prior to the date of this Agreement may continue to use such vehicles; and
  - (d) there shall be no extension of areas or routes available to existing commercial operators beyond those described in the Tourism License and/or Wildlife Management Area Use Permit in effect at the time of this Agreement.
- (5) Access to the Park Land by existing commercial operators shall occur only during designated periods, using designated routes and within designated zones, and shall be subject to regulations and guidelines necessary for environmental protection and the maintenance of ecological integrity, and a zoning plan to be determined during park management planning.
- (6) The list of existing commercial operators provided in Annex 7 may be amended from time to time upon the written consent of Canada and Manitoba, following referral to the Board for its recommendation, but only insofar as the amendment concerns the replacement of an existing commercial operator by another who shall be issued a permit, the terms and conditions of which shall be the same as those for the operator replaced.

#### **RESEARCH**

21. (1) Canada shall encourage and conduct basic and applied research to meet its own requirements related to the planning and management of the Park Land and to contribute to the development of other knowledge related to its mandate.
- (2) Canada and Manitoba shall encourage cooperative research for the Park Land and Crown Land Area, involving federal, provincial, and/or other organizations, including the Churchill Northern Studies Centre as lead research agency in Churchill for Manitoba, Manitoba Keewatinowi Okimakanak Inc. as lead research agency in northern Manitoba for First Nations, and affected First Nations.
- (3) The development of existing local data bases which can serve the research objectives of the Park Land and Crown Land Area shall be encouraged.
- (4) Consistent with subsections 18(11) and (12), Canada and Manitoba shall give first consideration to the Churchill Northern Studies Centre and Manitoba Keewatinowi Okimakanak Inc. for the direct provision of contracted research.
- (5) Notwithstanding subsection (4), no contracting agency relationship is thereby created between Canada or Manitoba and the Churchill Northern Studies Centre or Manitoba Keewatinowi Okimakanak Inc. for research by other individuals or organizations.
- (6) The management plan for the Park Land shall address issues related to research activities such as motorized access, maintenance of field camps, establishment of new satellite camps, and the possession of firearms and other protective devices.
- (7) Canada and Manitoba shall respect the research components of such international agreements as are in effect in the area of the Park Land and Crown Land Area at the date of this Agreement and are consistent with the interim management guidelines and the management plan for the Park Land.

#### **ENVIRONMENTAL IMPACT ASSESSMENT**

22. (1) Environmental assessment and review of proposed actions and developments shall be carried out in accordance with applicable federal and provincial legislation.



- (2) Canada shall maintain a public registry for each project assessed pursuant to applicable federal legislation and shall provide opportunities in Churchill and the First Nations of Fox Lake and York Factory for public involvement in any environmental assessment and review which proceeds to comprehensive study or public review.

#### CHURCHILL ROCKET RANGE

23. (1) Canada and Manitoba recognize that both the establishment of a national park and the establishment of a polar spaceport at the site of the former National Research Council Rocket Launching Site, located outside the Park Land, are in the scientific and economic interests of the Churchill region, Manitoba and Canada.
- (2) Canada and Manitoba have taken and will take appropriate steps to ensure that the needs of the national park are considered in establishing a polar spaceport and the needs of a polar spaceport are considered in establishing the national park.
- (3) In the event that the Churchill Rocket Range is reactivated, the Park Land may be designated as a planned drop zone and recovery area for launch vehicles or payloads if:
- (a) the range operator has demonstrated to Canada that trajectories directed to normally designated areas outside the Park Land are not feasible for a particular mission or class of missions; and
  - (b) a Memorandum of Understanding has been entered into between the range operator and Canada, including its regulatory agency(ies), concerning:
    - (i) procedures necessary to ensure public safety, and to avoid, minimize or mitigate potential environmental impacts identified during an environmental assessment and review process for that particular mission or class of missions; and
    - (ii) such other matters as may be agreed are necessary to ensure that the use of the Park Land as a national park and the use of the Park Land by the range operator are compatible.
- (4) In the event that the rocket range is reactivated prior to Manitoba transferring the administration and control of the Park Land to Canada as provided in Section 6 of this Agreement, Manitoba shall also be a signatory to the Memorandum of Understanding of paragraph (3) (b).

#### TRANSPORTATION

24. (1) Canada and Manitoba recognize the need for and shall identify effective ways to maintain and improve the regional transportation system needed to support successful operation of the Park Land and bring visitors to the area.
- (2) The management plan shall address access to the Park Land, and Canada, Manitoba, the Local Government District of Churchill and the First Nations of Fox Lake and York Factory shall consider appropriate ways to access the Park Land.

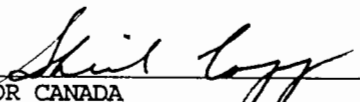
#### GENERAL

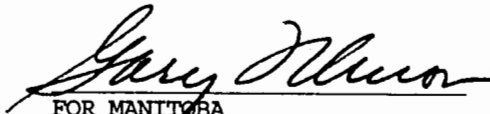
25. (1) This Agreement including Annexes 1 through 7 shall enter into force on the date indicated herein.
- (2) No member of the House of Commons or the Senate of Canada, or of the Legislative Assembly of Manitoba, shall be admitted to any part or share of this Agreement or to any benefit arising therefrom.
- (3) This Agreement may be amended from time to time upon the written mutual consent of the parties hereto, but not without prior consultation with the Local Government District of Churchill and the First Nations of Fox Lake and York Factory.


THIS FEDERAL-PROVINCIAL MEMORANDUM OF AGREEMENT FOR  
WAPUSK NATIONAL PARK

LA PRÉSENTE ENTENTE FÉDÉRALE-PROVINCIALE RELATIVE AU  
PARC NATIONAL WAPUSK

SIGNED IN CHURCHILL THIS 24<sup>TH</sup> DAY OF APRIL 1996 BY:  
EST SIGNÉE À CHURCHILL CE 24<sup>E</sup> JOUR D'AVRIL 1996 PAR :


  
FOR CANADA  
DEPUTY PRIME MINISTER OF CANADA  
AND MINISTER OF CANADIAN HERITAGE  
POUR CANADA  
VICE-PREMIÈRE MINISTRE DU CANADA  
ET MINISTRE DU PATRIMOINE CANADIEN


  
FOR MANITOBA  
PREMIER OF MANITOBA  
POUR MANITOBA  
PREMIER MINISTRE DU MANITOBA

  
FOR MANITOBA  
MINISTER OF NATURAL RESOURCES  
POUR MANITOBA  
MINISTRE DES RESSOURCES NATURELLES

  
WITNESS FOR THE LOCAL GOVERNMENT DISTRICT OF CHURCHILL -- MAYOR  
TÉMOIN POUR LE DISTRICT D'ADMINISTRATION LOCALE DE CHURCHILL -- MAIRE

  
WITNESS FOR FOX LAKE FIRST NATION -- CHIEF  
TÉMOIN POUR LA PREMIÈRE NATION DE FOX LAKE -- CHEF

  
WITNESS FOR YORK FACTORY FIRST NATION -- CHIEF  
TÉMOIN POUR LA PREMIÈRE NATION DE YORK FACTORY -- CHEF

  
WITNESS HIS ROYAL HIGHNESS THE PRINCE OF WALES  
TÉMOIN SON ALTESSE ROYALE LE PRINCE DE GALLES

LIST OF ANNEXES

- Annex 1: Legal description of Park Land.
- Annex 2: Map of the Park Land.
- Annex 3: Legal description of boundaries of Cape Churchill Wildlife Management Area.
- Annex 4: Residual lands of Cape Churchill Wildlife Management Area comprising the Crown Land Area.
- Annex 5: List of cabins on Park Land permitted by, or eligible to be permitted by, general permit under the Crown Lands Act (Manitoba), CCSM c. C-340, or other instrument deemed by Manitoba as appropriate to convey a legal right to occupy land.
- Annex 6: Description of registered traplines within the Park Land (including the "community trapping area").
- Annex 7: List of existing commercial operators who, at the date of this Agreement, are authorized by a Tourism Licence issued by Manitoba under The Tourism and Recreation Act and/or a Wildlife Management Area Use Permit issued by Manitoba under The Wildlife Act to provide commercial tourism visitor services in the area of the Park Land.

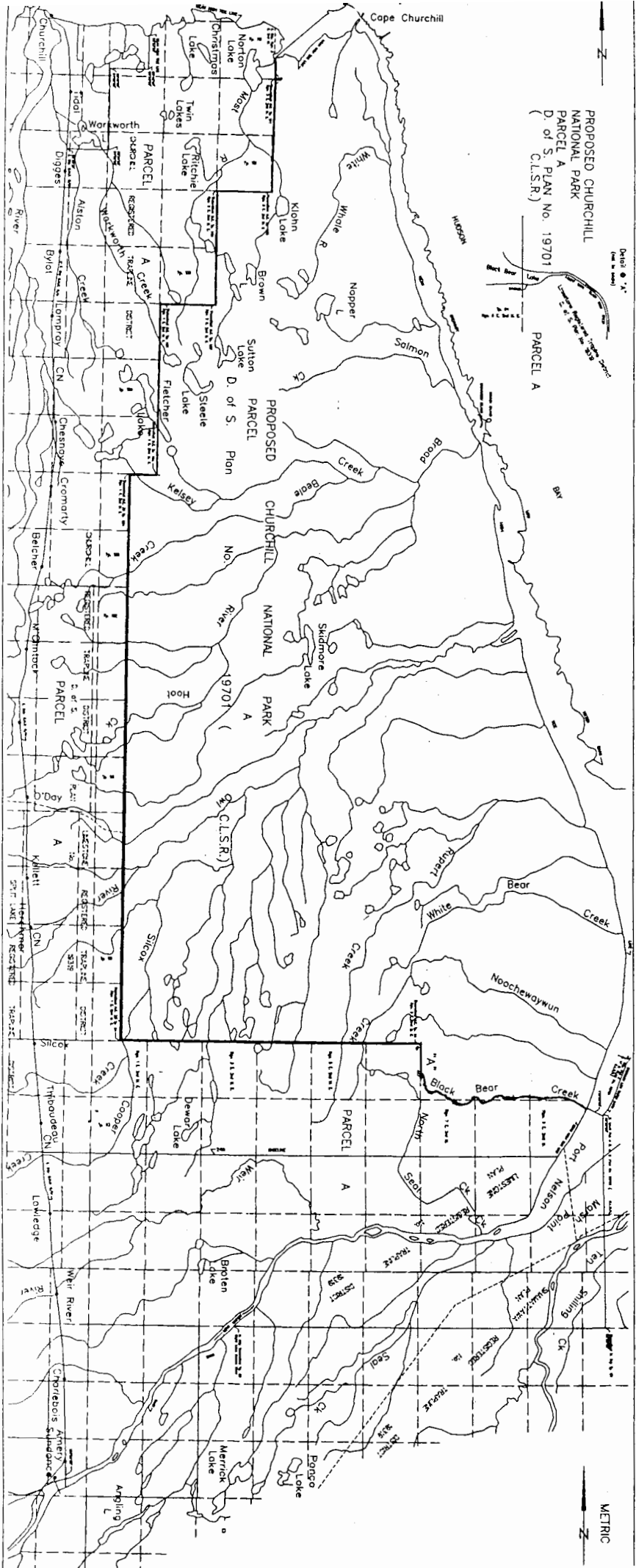
Legal description of Park Land

All that portion of land situated in the Province of Manitoba including lands covered by water along the North East Coast of Manitoba, the lakes, the rivers, the islands, the streams, all mines and minerals, and included within all the above said lands, all other estates, rights and interests normally reserved to the Crown (Manitoba) under the Crown Lands Act (Manitoba), CCSM c. C-340, and all theoretical Government Road Allowances that lie within the boundaries of Parcel A as same is shown bordered on a plan filed in the office of the Director of Surveys at Winnipeg, Manitoba as No. 19701 and being more particularly described as follows:

Premising that all bearings are grid bearings referred to Zone 15 and all theoretical section and township corners are based on NAD 27 datum.

Commencing at the theoretical North East corner of Township 94 Range 6 East of the Second Meridian East, thence Westerly in a straight line to the theoretical North East corner of Section 33 in Township 94 Range 1 East of the Second Meridian East, thence Northerly in a straight line to the theoretical North East corner of Section 33 in Township 104 Range 1 East of the Second Meridian East, thence Easterly in a straight line to the theoretical North East corner of Township 104 Range 1 East of the Second Meridian East, thence Northerly in a straight line to the theoretical North East corner of Township 107 Range 1 East of the Second Meridian East, thence Easterly in a straight line to the theoretical North East corner of Township 107 Range 2 East of the Second Meridian East, thence Northerly in a straight line to the theoretical North East corner of Township 109 Range 2 East of the Second Meridian East, thence Easterly in a straight line to the theoretical North East corner of Township 109 Range 3 East of the Second Meridian East, thence Northerly in a straight line to the theoretical North East corner of Township 111 Range 3 East of the Second Meridian East, thence Northerly on the straight production Northerly of the lastly above described course to its first intersection with the Mean High Tide Line on Hudson Bay, thence bearing 50° 00' 00'' in a straight line to its first intersection with the Ordinary Low Water Mark on Hudson Bay, thence Easterly and South Easterly following the Ordinary Low Water Mark on Hudson Bay to its intersection with a line bearing 115° 00' 00'' drawn through the intersection of the Right Bank of Black Bear Creek with the Mean High Tide Line on Hudson Bay, thence bearing 295° 00' 00'' along the aforesaid line to the intersection of the said Bank with the Mean High Tide Line on Hudson Bay, thence in a Westerly direction following the various courses of the said Bank of the said Creek upstream to a point where same intersects the Ordinary High Water Mark of Black Bear Lake, thence Westerly along the Ordinary High Water Mark of Black Bear Lake to a point where same intersects a line drawn Southerly at right angles to the firstly above described course, thence Northerly in a straight line to the point of commencement.

The above described land contains an area of 11475 square kilometres, more or less.



PROPOSED CHURCHILL  
 NATIONAL PARK  
 PARCEL A  
 D of S. PLAN No. 19701  
 (C.L.S.R.)

Detail of 'X'  
 (See in plan)

METRIC

### ANNEX 3

#### Legal description of Boundaries of Cape Churchill Wildlife Management Area

As registered on March 9, 1990 under The Wildlife Act (Manitoba), C.C.S.M. c. W130, as Regulation 57/90:

All those portions of Crown land in Manitoba lying within the area described as follows: commencing at the point of intersection of line of north latitude 58° 34' 25" and the east limit of the Right-of-Way of the C.N.R.; thence south along the east limit of the Right-of-Way of the C.N.R. to the Settlement of Amery; thence in a line straight due south to the south bank of the Nelson River; then in a northeast direction following the south bank of the Nelson River to the point of intersection with the north limit of Township 89; thence east along the north limit of Township 89 to the point of intersection with the line of west longitude 92° 30'; thence north along the line of west longitude 92° 30' to the point of intersection with the line of north latitude 57° 11'; thence east along the line of north latitude 57° 11' to the point of intersection with the Hudson Bay shoreline; thence north and west following the sinuosities of the Hudson Bay shoreline to the point of intersection with the line of west longitude 93° 53'; thence south along the line of west longitude 93° 53' to the point of intersection with the line of north latitude 58° 42'; thence west along the line of north latitude 58° 42' to the point of intersection with the line of west longitude 94°; thence south along the line of west longitude 94° to the point of intersection with the line of north latitude 58° 34' 25"; thence west along the line of north latitude 58° 34' 25" to the point of commencement.

### ANNEX 4

#### Residual lands of Cape Churchill Wildlife Management Area comprising the Crown Land Area

The residual lands of Cape Churchill Wildlife Management Area which, from the date of this agreement, shall comprise the Crown Land Area, are as illustrated in a plan entitled "Administrative Plan of Cape Churchill Wildlife Management Residual Area in Unsurveyed TP.'s 88 to 113 incl., Rge.'s 20 to 22 incl. E.P.M. and Rge.'s 1 to 10 E. 2nd Meridian E. incl.. Unorganized Territory, Manitoba", filed in the office of the Director of Surveys at Winnipeg, Manitoba as Plan No. 19742.

### ANNEX 5

#### List of cabins on Park Land permitted by, or eligible to be permitted by, general permit under the Crown Lands Act (Manitoba), CCSM c. C-340, or other instrument deemed by Manitoba as appropriate to convey a legal right to occupy land

<u>Permit Number*</u>	<u>Holder</u>	<u>Location</u>	<u>Specified Use</u>
gp4759 (lapsed; under review)	Lindy Lee	pt 107-5E-2ME	
gp4760 (lapsed; under review)	Bill Woods	pt 107-5E-2ME	
gp2918	Biology Department, University of British Columbia	pt 17-112-4E2ME	research
gp4636	Morris Spence	pt 6-102-8E2ME	tourist outcamp
gp4638	Frankie Spence	105-7E2ME	trapper's cabin
N/A	Manitoba Department of Natural Resources	T112 R5E2M (ca. 58° 44'N, 93° 12'W)	field station

\* gp: general permit

## ANNEX 6

### Description of registered traplines within the Park Land (including the "community trapping area")

Registered traplines within the Park Land (including the "community trapping area") at the date of this agreement are as illustrated in a plan entitled "Administrative Plan of Wapusk National Park in Unsurveyed TP.'s 93 to 113 incl., Rge.'s 1 to 11 E. 2nd Meridian E. incl. including pt. Plan No. 19593, With Registered Trapline Sections & Districts Superimposed. Unorganized Territory, Manitoba", filed in the office of the Director of Surveys at Winnipeg, Manitoba as Plan No. 19743, with a certified copy in the office of the superintendent of the Park Land.

In the event that any part of a registered trapline described on the aforesaid Plan No. 19743 is reconfigured pursuant to subsection 14(17) of this Agreement, Manitoba shall note it on the Plan, and a certified copy of the revised Plan shall be provided to the superintendent of the Park Land.

## ANNEX 7

List of existing commercial operators who, at the date of this Agreement, are authorized by a Tourism Licence issued by Manitoba under The Tourism and Recreation Act and/or a Wildlife Management Area Use Permit issued by Manitoba under The Wildlife Act to provide commercial tourism visitor services in the area of the Park Land.

1. L. Smith, Nardis Fuels, Box 622, Churchill, Manitoba ROB 0E0 (commercial tourism and vehicles permitted)
2. D. Wolkoski, Great White Bear Tours, Box 91, Churchill, Manitoba ROB 0E0 (commercial tourism and vehicles permitted)
3. Stephens Miller, Box 337, Churchill, Manitoba ROB 0E0 (commercial tourism and helicopter permitted)
4. T. Ursini, Taiga Air Services, 70 Arthur Street, Suite 200, Winnipeg, Manitoba R3B 1G7 (commercial tourism and helicopter permitted)
5. M. Spence, M&M Ventures, Churchill, Manitoba ROB 0E0 (commercial tourism and vehicles permitted).