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**SALT RIVER FIRST NATION  
TREATY SETTLEMENT AGREEMENT**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by the Minister of Indian Affairs and Northern Development  
(referred to as "Canada")

- and -

**SALT RIVER FIRST NATION #195**  
a Band recognized by Canada pursuant to the *Indian Act*  
as represented by its Chief and Councillors  
(referred to as "Salt River")

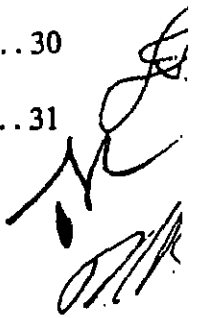
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**SALT RIVER FIRST NATION  
TREATY SETTLEMENT AGREEMENT**

THIS AGREEMENT is dated for reference 13 November 2001.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by the Minister of Indian Affairs and Northern Development  
(referred to as "Canada")

- and -

**SALT RIVER FIRST NATION #195**  
a Band recognized by Canada pursuant to the *Indian Act*  
as represented by its Chief and Councillors  
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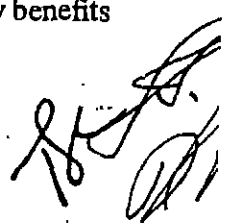
**WHEREAS:**

1. On July 17, 1899 the Chipewyan Indians of Slave River and the country thereabouts signed Treaty No. 8 at Smith's Landing in Alberta.
2. In Treaty No. 8 Canada made certain undertakings concerning reserve land to the Indians including the following:

And Her Majesty the Queen hereby agrees and undertakes to lay aside reserves for such bands as desire reserves, the same not to exceed in all one square mile for each family of five for such number of families as may elect to reside on reserves, or in that proportion for larger or smaller families; and for such families or individual Indians as may prefer to live apart from band reserves, Her Majesty undertakes to provide land in severalty to the extent of 160 acres to each Indian, the land to be conveyed with a proviso as to non-alienation without the consent of the Governor General in Council of Canada, the selection of such reserves, and lands in severalty, to be made in the manner following, namely, the Superintendent General of Indian Affairs shall depute and send a suitable person to determine and set apart such reserves and lands, after consulting with the Indians concerned as to the locality which may be found suitable and open for selection.

(referred to as the "Reserve Land Clause of Treaty No. 8")

3. In Treaty No. 8 Canada also made certain undertakings concerning ancillary treaty benefits



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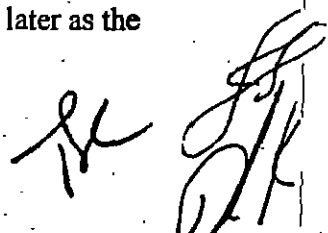
to the Indians including the following:

Further, Her Majesty agrees to supply each Chief of a Band that selects a reserve, for the use of that Band, ten axes, five hand-saws, five augers, one grindstone, and the necessary files and whetstones.

Further, Her Majesty agrees that each Band that elects to take a reserve and cultivate the soil, shall, as soon as convenient after such reserve is set aside and settled upon, and the Band has signified its choice and is prepared to break up the soil, receive two hoes, one spade, one scythe and two hay forks for every family so settled, and for every three families one plough and one harrow, and to the Chief, for the use of his Band, two horses or a yoke of oxen, and for each Band potatoes, barley, oats and wheat (if such seed be suited to the locality of the reserve), to plant the land actually broken up, and provisions for one month in the spring for several years while planting such seeds; and to every family one cow, and every Chief one bull, and one mowing-machine and one reaper for the use of his Band when it is ready for them; for such families as prefer to raise stock instead of cultivating the soil, every family of five persons, two cows, and every Chief two bulls and two mowing-machines when ready for their use, and a like proportion for smaller or larger families. The aforesaid articles, machines and cattle to be given one for all for the encouragement of agriculture and stock raising; and for such Bands as prefer to continue hunting and fishing, as much ammunition and twine for making nets annually as will amount in value to one dollar per head of the families so engaged in hunting and fishing.

(referred to as the "Ancillary Treaty Benefits Clause of Treaty No. 8")

4. The Chipewyan Indians of Slave River who entered into Treaty on July 17, 1899, were comprised of two distinct Chipewyan groups: the *Dedharesche* mainly situate north of the 60<sup>th</sup> parallel in the territory presently known as the Northwest Territories and the *Thebatthie* mainly situate south of the 60<sup>th</sup> parallel in the territory presently known as the Province of Alberta.
5. The *Dedharesche* and *Thebatthie* were collectively recognized by Canada as a Band pursuant to the Act first under the name of the Fitz-Smith Native Band and later as the Salt River First Nation #195 (collectively the "Consolidated Band").



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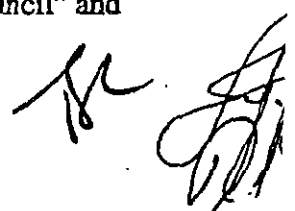
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6. The Consolidated Band requested that Canada fulfill its Treaty obligation to provide Indian reserve land in 1916 and again in 1924 and in 1944.
7. On March 27, 1988 the Consolidated Band passed a Band Council Resolution recommending the division of the Consolidated Band and the resumption of band governance in accordance with the discrete histories of the *Dedharesche* and *Thebatthie*.
8. Since March 27, 1988 the *Dedharesche* has governed its affairs under the name of the Salt River First Nation #195 and the *Thebatthie* has governed its affairs under the name of Smith's Landing First Nation ("Smith's Landing").
9. Since 1992, Salt River and Smith's Landing have engaged in independent and concurrent negotiations of their respective treaty entitlements.
10. Salt River has not received its entitlements to reserve land or to the Ancillary Treaty Benefits Clause of Treaty No. 8.

**THEREFORE CANADA AND SALT RIVER AGREE AS FOLLOWS:**

**1 Definitions**

- 1.1 In this Settlement Agreement, the terms "Band", "Council of the Band", "Department", "Indian", "Member of a Band", "Minister" and "Reserve" have the same meaning as they have in the *Indian Act*, R.S.C., 1985, c. I-5. "Council of the Band" is sometimes referred to in this Settlement Agreement as "Council" and

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"Member of a Band" is sometimes referred to as "Member" in this Settlement Agreement.

**1.2 In this Settlement Agreement:**

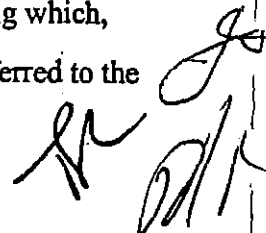
1.2.1 "Act" means the *Indian Act*, R.S.C. 1985, c. I-5, as amended, or any federal legislation enacted to replace it;

1.2.2 "Additions to Reserves Policy" means the Additions to Reserves Policy of the Department, being Chapter 9 of the *Land Management and Procedures Manual* (1988), together with the bulletin dated November 17, 1997, issued by the Department's Director of Lands that deals with municipal and school tax loss consequent upon the conversion of land to reserve status, or as may be amended or replaced from time to time;

1.2.3 "Band Council Resolution" means a duly executed resolution of a Council adopted at a duly convened meeting of the Council;

1.2.3 "Commissioner" means the Commissioner of the Northwest Territories referred to in s. 3 of the *Northwest Territories Act*, R.S.C. 1985, c. N-27;

1.2.4 "Commissioner's Lands" means those lands substantially enumerated in Appendix "T" to Appendix "A" of Schedule "B" to this Settlement Agreement and illustrated on the map there attached, respecting which, when administration and control of those lands has been transferred to the

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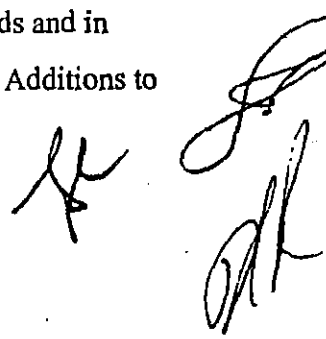
Minister, will be treated together with the mines and minerals of those lands as Settlement Lands;

1.2.5 "Corporation Lands" means those lots in the Town of Fort Smith, title to which is in the name of Canada and some of which are occupied by Salt River Members, substantially enumerated in Schedule "R" to this Settlement Agreement which, when administration and control of those lands is transferred to the Minister together with the mines and minerals, may be transferred to a wholly-controlled corporation of Salt River in the manner provided for in this Settlement Agreement;

1.2.6 "Effective Date" means the later of the days on which this Settlement Agreement is signed by the Minister of Indian Affairs and Northern Development or by Salt River by the Chief and Council and where signed on the same day, the Effective Date is that day;

1.2.7 "Eligible Voter" means a registered Indian who is a Member of Salt River and who is eighteen (18) years of age or older on the Voting Day on which that person casts their vote;

1.2.8 "Environmental Audit" means a review of all environmental issues and liabilities conducted before the transfer of Settlement Lands and in accordance with the policies and procedures set out in the Additions to Reserves Policy as contemplated in Article 5;

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1.2.9 **"Federal Crown Lands"** means those federal Crown lands, mines and minerals which lands, mines and minerals are substantially enumerated and illustrated on the maps Schedule "N";

1.2.10 **"FRPA"** means the *Federal Real Property Act* 1991, c. 50, as amended, and the Regulations enacted thereunder;

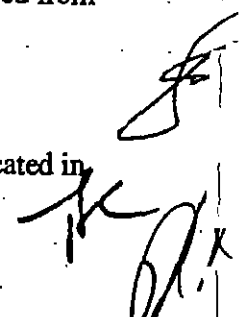
1.2.11 **"Northwest Territories"** means the Government of the Northwest Territories, as represented by the Minister Responsible for Aboriginal Affairs;

1.2.12 **"Northwest Territories Agreement"** means the agreement between the Northwest Territories and Canada regarding the transfer and treatment of certain lands to Canada which agreement is attached as Schedule "B";

1.2.13 **"Parks Agreement"** means the agreement between Salt River and Parks Canada as represented by the Minister of Canadian Heritage and the Department as represented by the Minister and all its schedules, which is attached as Schedule "I";

1.2.14 **"Park Lands"** means those lands, including mines and minerals, illustrated on the maps attached to the Parks Agreement which shall be excised from Wood Buffalo National Park for Reserve Creation;

1.2.15 **"Purchase Lands"** means those lands and mines and minerals located in



the Town of Fort Smith, substantially enumerated in Schedule "S" to this Settlement Agreement which when acquired by Salt River will be transferred to Canada in fee simple and free and clear of all financial and other encumbrances for Reserve Creation;

1.2.16 "**Ratification Vote**" means a vote of the Eligible Voters conducted according to Ratification Voting Guidelines set out in as Schedule "L", where a majority (over 50%) of the Eligible Voters vote and a majority (over 50%) of the votes cast by the Eligible Voters are in favour of this Settlement Agreement and the Settlement Trust.

1.2.17 "**Reserve Creation**" means the process whereby the Settlement Lands may be set apart as one or more Reserves for the use and benefit of Salt River either by Order of the Governor-in-Council on the recommendation of the Minister, or, if authorized to do so by federal legislation, by order, declaration, or other instrument of the Minister;

1.2.18 "**Settlement Agreement**" means this Treaty Settlement Agreement and all of its Schedules but does not include the Settlement Trust which is attached for identification as an Appendix;

1.2.19 "**Settlement Lands**" means collectively the Federal Crown Lands, the Commissioner's Lands, the Purchase Lands and the Park Lands;

1.2.20 "**Settlement Trust**" means the Salt River First Nation Settlement Trust



dated 13 November 2001 and attached as Appendix I for reference.

1.2.21 "Special Band Meeting" has the meaning given to it in the Settlement Trust .

1.2.22 "Third Party Interest" means an interest, right or estate held by a third party in or to the Settlement Lands, or any right of use or occupation of the Settlement Lands, other than a fee simple interest, and includes:

1.2.22.1 interests held by an occupant of land under a lease, license, easement or permit;

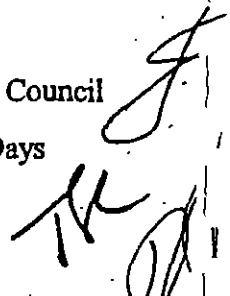
1.2.22.2 mortgages and charges; or

1.2.22.3 interests in mines and minerals, and appurtenant rights such as surface access for exploration, exploitation, and transportation purposes;

but Third Party Interest does not include Registered Traplines which matter is specifically considered in Article 10.

1.2.23 "Treaty No. 8" means Treaty No. 8, signed in 1899.

1.2.24 "Voting Day" means either of the two consecutive days set by the Council of Salt River for the holding of the Ratification Vote and Voting Days



refers to both days together but does not include the day of any Advance Vote as any Advance Vote is defined in Schedule "L".

**2 Schedules**

2.1 The following schedules and their appendices are attached to and form part of this Settlement Agreement to be executed substantially in the following form:

Schedule "A": Salt River Release and Indemnity of the Government of the Northwest Territories;

Schedule "B": Canada - GNWT Agreement;

Schedule "C": Phase II Lands;

Schedule "D": Salt River Release and Indemnity of Canada;

Schedule "E": Form of *Indian Act* s. 28(2) Permit for Community Power Distribution Lines;

Schedule "F": Form of Certificate of Independent Legal Advice;

Schedule "G": Form of Certificate of Independent Financial Advice;

Schedule "H": Order-in-Council 1963-1456

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Schedule "I": Parks Agreement;

Schedule "J": Maps Illustrating Access for Tsu Lake Facilities Area;

Schedule "K": Maps Illustrating Access for Hanging Ice Lake Facilities Area;

Schedule "L": Ratification Voting Guidelines;

Schedule "M": Form of Statutory Declaration and Election Respecting the  
Severalty Provision of Treaty 8;

Schedule "N": Description and map showing the location of the Federal Crown  
Lands;

Schedule "O": Description of Third Party Interests;

Schedule "P": Dispute Resolution Process;

Schedule "Q": Form of Waiver of Liability and Indemnity;

Schedule "R": Description of the Corporations Lands that might be transferred to a  
corporation wholly-controlled by Salt River;

Schedule "S": Description showing the Purchase Lands; and

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**SALT RIVER FIRST NATION  
TREATY SETTLEMENT AGREEMENT  
Final - 13 November 2001**

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Schedule "T": Purchase Lands M2 Lot Price Determination Method.

The Settlement Trust is attached as Appendix I for reference and is not a Schedule and does not form part of this Settlement Agreement.

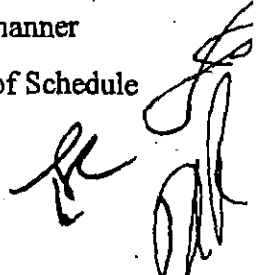
**3 Aboriginal Title and Aboriginal Rights Related to Land**

3.1 Salt River acknowledges that upon entering Treaty No. 8, it ceded the rights, titles, and privileges to lands in accordance with the following terms of Treaty No. 8:

...the said Indians DO HEREBY CEDE, RELEASE, SURRENDER AND YIELD UP to the Government of the Dominion of Canada, for Her Majesty the Queen and Her successors forever, all their rights, titles and privileges whatsoever, to the lands ...  
... TO HAVE AND TO HOLD the same to Her Majesty the Queen and Her successors for ever.

**4 Settlement Lands**

4.1 The Settlement Lands, in an aggregate amount of not less than One Hundred and Two Thousand Four Hundred (102,400) acres will become one or more Reserves in the manner contemplated by this Settlement Agreement. The total reserve entitlement will be reduced by 128 acres for each Member who elects to receive land in severalty, as that is contemplated by Treaty No. 8 and in keeping with requirement for Members to declare their intention for severalty in the manner contemplated by Schedule "M" by the date contemplated in Article 4.1 of Schedule "L".

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4.2 In accordance with the terms and conditions of this Settlement Agreement and the Canada - GNWT Agreement (Schedule "B") and on the transfer of administration and control of the Commissioner's Lands by the Northwest Territories to Canada, and subject to:

4.2.1 the Minister having administration of the Federal Crown Lands pursuant to the FRPA; and

4.2.2 the completion by the Salt River of the matters necessary before Reserve Creation, as contemplated by this Settlement Agreement,

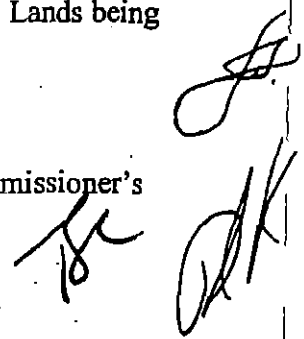
the Minister will recommend to the Governor-in-Council that it take the necessary steps to effect Reserve Creation.

4.3 Further to the provisions of Article 4.1 when Salt River transfers title of any Purchase Lands to Canada, including mines and minerals underlying the Purchase Lands, the Minister will recommend to the Governor-in-Council that it take the necessary steps to effect Reserve Creation.

4.4 Salt River acknowledges that in relation to Commissioner's Lands:

4.4.1 Reserve Creation will not occur without the Commissioner's Lands being transferred to Canada; and

4.4.2 prior to the transfer of administration and control of the Commissioner's

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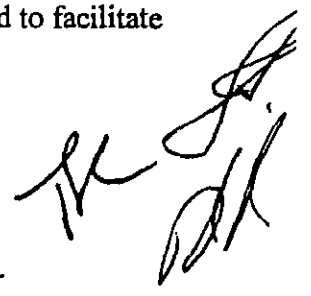
Lands to Canada, the Northwest Territories will continue to exercise jurisdiction over the Commissioner's Lands; and

4.4.3 it undertakes to execute the Municipal Services Agreement (the "MSA"), substantially in the form of Appendix "B" to Schedule "B" to this Settlement Agreement, the MSA to take effect on the issuance of the first Order-in-Council effecting Reserve Creation in respect of any of the lands substantially enumerated and illustrated in Appendix "I" to Appendix "A" of Schedule "B" to this Settlement Agreement; and

4.4.4 for greater certainty, after Reserve Creation, the *Aeronautics Act and Regulations* continue to apply to the Settlement Lands, as do all other laws of general application of Canada and the Northwest Territories.

4.5 In accordance with the terms and conditions of this Settlement Agreement and the Parks Agreement and upon the Park Lands being excised from Wood Buffalo National Park, and upon the transfer of the administration of those lands to the Minister, the Minister will recommend to the Governor-in-Council that it take the necessary steps to effect Reserve Creation.

4.6 Should the transfer to the Minister of any of the Federal Crown Lands require payment of fair market value in accordance with the policies of Treasury Board, Salt River agrees to transfer to the Minister such funds as are required to facilitate the transfer.



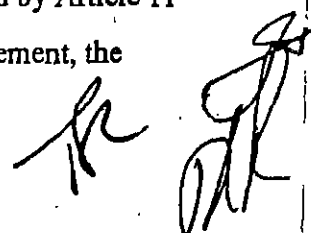
4.7 Salt River and Canada confirm that the Additions to Reserves Policy will apply to the Settlement Lands.

4.8 Salt River acknowledges that:

4.8.1 the Northwest Territories Housing Corporation ("NWT HC") has arrangements with occupants of certain Federal Crown Lands, Commissioner's Lands and Corporation Lands which, if those lands were owned in fee simple by the occupants or leased by the occupants from Canada, would entitle NWT HC to register a mortgage or other financial encumbrance against those lands or the interests of the occupants in those lands to secure financial obligations of those occupants to the NWT HC; and

4.8.2 prior to Reserve Creation in respect of any of the Federal Crown Lands, Commissioner's Lands and Corporation Lands affected by the arrangements described in Article 4.8.1, Salt River will arrange to pay out the balance of the financial obligation owing to NWT HC, whether or not the lands continue to be occupied by the occupant with whom NWT HC made the arrangements, and Canada shall require confirmation in writing from NWT HC to that effect.

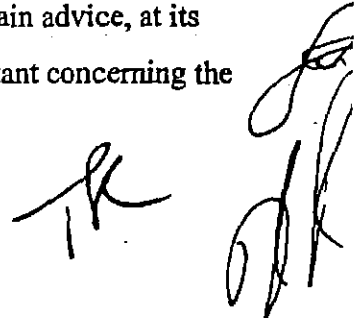
4.9 Salt River acknowledges that the quality, location and boundaries of the Settlement Lands will not be finally determined until the surveys contemplated by Article 11 are completed. Therefore for the purposes of this Settlement Agreement, the



descriptions of the Settlement Lands substantially enumerated and illustrated in Appendix "T" to Appendix "A" of Schedule "B", Schedule "C": Schedule "N", Schedule "R", and Schedule "S" are illustrative only.

**5 Settlement Lands - Environmental Issues**

- 5.1 Salt River acknowledges receipt of the Environmental Site Assessment Salt River First Nation Land Claim Areas (2<sup>nd</sup>) by AMEC Earth & Environmental Limited, dated January, 2001 (the "Federal Lands Environmental Site Reports") and the Phase I Environmental Site Assessment - Town of Fort Smith (Five Parcels of Land - 56 Lots) Final Report - 30 October 2001 by Dillon Consulting Limited (the "Commissioner's Lands Environmental Site Reports").
- 5.2 Salt River confirms that it has obtained advice, at its own cost, from an independent, qualified environmental consultant concerning the Federal Lands Environmental Site Reports and the Commissioner's Lands Environmental Site Reports referred to in Article 5.1.
- 5.3 Salt River confirms that it has been advised that a Phase II Environmental Audit report will be required for the portions of the Settlement Lands raised by the Federal Lands Environmental Site Reports and indicated on Schedule "C" (the "Phase II Lands") and that on receipt of those reports it will obtain advice, at its own cost, from an independent, qualified environmental consultant concerning the Phase II Lands.

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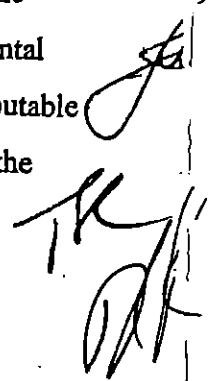
5.4 Canada will not receive nor accept transfers in respect of the Phase II Lands and Reserve Creation will not occur until:

5.4.1 the recommendations with respect to contamination, as outlined in the Federal Lands Environmental Site Reports and Environmental Audit reports referred to in Article 5.1 and Article 5.3 have been fulfilled at Salt River's cost in a manner satisfactory to Canada; or

5.4.2 any contamination of the Phase II Lands requiring remediation in accordance with the Additions to Reserves Policy, referred to in Article 5.5.3 and identified as a result of any subsequent environmental investigations that are required as a result of the recommendations of the reports referred to in Article 5.1 and Article 5.3, have been remediated at Salt River's cost; and

5.4.3 Salt River has executed a waiver of liability and indemnity, substantially in the form of Schedule "Q", in respect of, and without limiting the recommendations for, site decommissioning and reclamation outlined in the Environmental Audit reports referred to in Article 5.1 and Article 5.3.

5.5 Either Canada or Salt River reserve the right to exclude specific sites from the Settlement Lands, or delay inclusion of those specific sites, if an Environmental Audit has established significant environmental risks or contamination attributable to the prior use of the Settlement Lands. Based on the recommendations in the AMEC report referred to in Article 5.1 and the Environmental Audit report

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contemplated in Article 5.3, prior to Settlement Lands being transferred for the purpose of Reserve Creation, there may be a further Phase II Environmental Audit undertaken by Canada to determine the nature and extent of any potential contamination and the cost of any remediation on the Phase II Lands. Should the Phase II Environmental Audit report identify any significant contamination and recommend remediation, and should the Additions to Reserves Policy require remediation, the parties will proceed as follows:

- 5.5.1 Salt River may choose to undertake the necessary remediation of the site to the satisfaction of Canada, at the cost of Salt River; or
- 5.5.2 the parties may agree to survey out the area requiring remediation and exclude it from the Settlement Lands; or
- 5.5.3 the area may be added to the Reserve subject to the Additions to Reserves Policy, which currently reads as follows:

"Where significant contamination exists and clean up is required, the department must exercise its option to terminate the agreement unless: the band is fully apprised of the condition of the property and has, by way of a band vote, approved the addition to reserve on an as is basis, agreed to pay for the cleanup and released the department from liability for existing and future environmental claims which may arise in connection with the current environmental status of the subject property, as determined as of the date the land is added to reserve or a new reserve is created."

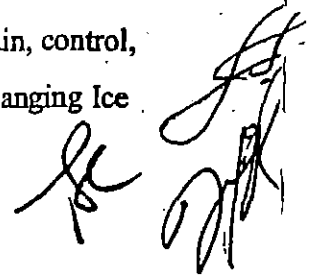


**6 Settlement Lands - Access Requirements of the Government of the Northwest Territories**

6.1 The parties acknowledge that Salt River has selected for Reserve Creation Parcel 17 ("Tsu Lake") and Parcel 22 ("Hanging Ice Lake") each indicated on Schedule "N". Each of those parcels contain facilities which the Government of the Northwest Territories has used for fire suppression and forest management. The Tsu Lake site is that portion of the land identified as DIAND Parcel ID number 75D/12-2, being approximately 3 hectares in size, and approximately located at 60 degrees 39 minutes north latitude on the east side of the peninsula into Tsu Lake and substantially illustrated as Schedule "J" being a fire tower, a cabin and incidental structures, including but not limited to, a helicopter landing site, a propane tank, and a staircase from lake (the "Tsu Lake Facilities Area"). The Hanging Ice Lake site is that portion of the land identified and substantially illustrated as Schedule "K" being an area approximately 440 metres in length by 25 metres in depth, including a fuel cache and cabin and which area will allow for landing helicopters and docking float planes along the lake and for snowmobile access from the lake (the "Hanging Ice Lake Facilities Area").

6.2 Northwest Territories has requested and Canada and Salt River agree that in respect of the Tsu Lake site and the Hanging Ice Lake site that:

6.2.1 access is to be granted to Northwest Territories to use, maintain, control, vary, and replace the assets in each of the Tsu Lake and the Hanging Ice Lake site; and



6.2.2 that under the authority of the Act,

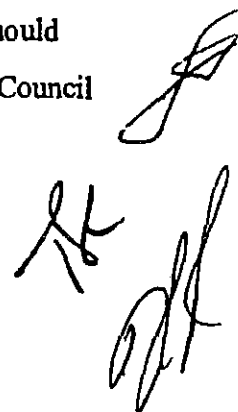
6.2.2.1 that a s. 28(2) Permit for access to each of the Tsū Lake Facilities Area and the Hanging Ice Lake Facilities Area for the purposes indicated in this Article 6 will be issued following Reserve Creation to Northwest Territories for nominal consideration; or

6.2.2.2 that Reserve Creation will be effected respecting the Facilities Areas in a manner providing the required access.

6.3 Salt River acknowledges:

6.3.1. that it has been advised that an Order-in-Council 1963-1456, attached as Schedule "H" affects certain of the parcels selected for Reserve Creation; and

6.3.2 that it will be recommended that Reserve Creation respecting the parcels indicated in Article 6.3.1 be done so as to minimally affect those parcels, but Salt River recognizes that the restrictions and entitlements contained in Order-in-Council 1963-1456 may continue in their current form should those parcels be set aside as Reserve by Order of the Governor-in-Council on the recommendation of the Minister.

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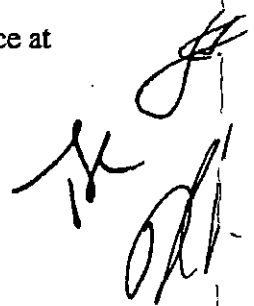
**7 Settlement Lands - Purchase Lands**

7.1 Salt River acknowledges that prior to the Purchase Lands being transferred to Canada for Reserve Creation, those lands are to be acquired by Salt River on a "willing seller - willing buyer" basis. Purchase by Salt River must be initiated within 120 calendar months of the month in which the first Order of the Governor-in-Council is passed effecting Reserve Creation. By the end of that 120 month period signed agreements for sale, as contemplated under either Article 7.2.1 or 7.2.2 must be in place with title to be transferred within a reasonable time after that to Canada (with its written permission) or to Salt River or to a nominee wholly-controlled corporation of Salt River.

7.2 Where the legal owner of a lot identified on Schedule "S" as an M2 Lot indicates an intention to sell that lot to Salt River, Salt River will:

7.2.1 enter into an agreement for sale for that lot on terms, including price, which Salt River and the registered legal owner of the lot determine; or

7.2.2 where after a reasonable effort Salt River and the registered legal owner of the lot cannot arrive at a price for the lot in the manner provided for in Article 7.2.1, Salt River and the registered legal owner may enter into an agreement for sale on terms which Salt River and the registered legal owner of the lot determine, providing amongst other matters that the price at which Salt River will acquire the Purchase Lands M2 Lot will be determined in the manner established in Schedule "T".





**8 Settlement Lands - Corporation Lands**

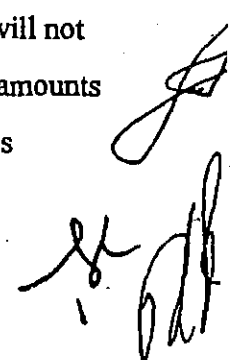
8.1 Canada acknowledges that Salt River can by one or more written requests require that the Corporation Lands be transferred in whole or in part to a wholly-controlled corporation of Salt River.

**9 Settlement Lands - Third Party Interests**

9.1 Canada and Salt River have agreed to provide each other with their full cooperation in addressing Third Party Interests.

9.2 For purposes of satisfying Third Party Interests upon the Settlement Lands, Salt River agrees that the matters identified on Schedule "O" are Third Party Interests for the purposes of this Settlement Agreement.

9.3 Salt River acknowledges that any existing power distribution lines within the Settlement Lands will remain within those lands after they are transferred to Canada for Reserve Creation, and that under the authority of the Act, a s. 28(2) Permit for power distribution lines substantially in the form of Schedule "E", may be issued following Reserve Creation to the Northwest Territories Power Corporation ("NTPC") for nominal consideration. Notwithstanding any consideration payable under the s. 28(2) Permit, Salt River agrees that it will not levy taxes pursuant to a Salt River tax bylaw in an amount exceeding the amounts for which NTPC would be liable under a similar tax regime covering lands adjacent to those Reserve lands over which the s. 28(2) Permit is issued.



**10 Settlement Lands - Registered Traplines**

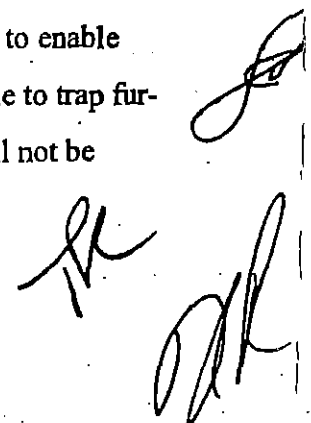
10.1 Canada and Salt River have agreed to provide each other with their full co-operation in addressing the impacts on those individuals holding licences issued by the Government of the Northwest Territories for trapping fur-bearing animals ("Registered Traplines") where those licences authorize their holders in respect of areas in which the Settlement Lands are located.

10.2 Canada and Salt River shall notify the holders of the Registered Traplines of the impacts of Reserve Creation and the terms of this Agreement.

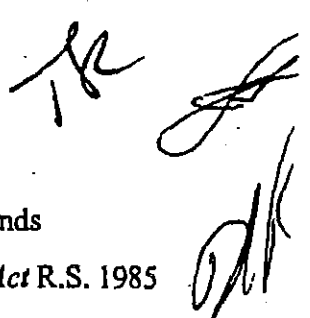
10.3 Canada and Salt River each acknowledge that the holder of a Registered Trapline, at the time of Reserve Creation, may apply:

10.3.1 to Salt River for reasonable financial compensation based on projected loss of income and loss of assets as a result of Reserve Creation; or

10.3.2 to Salt River and Canada to permit access to the Settlement Lands under the authority of Section 28(2) of the Act so as to enable holders of Registered Traplines to continue to be able to trap fur-bearing animals. The permission or any renewal will not be unreasonably withheld.



**11 Settlement Lands - Surveys**

- 11.1 Canada will cause a boundary survey, and all surveys necessary to facilitate Reserve Creation of the Settlement Lands, to be paid for by Canada as contemplated for in Article 12.5.
- 11.2 Canada will not submit any plan of survey for registration relating to the Settlement Lands until it has obtained a Band Council Resolution stating that the quantity, location and boundaries of the lands shown on the plan of survey accord with the terms of this Settlement Agreement.
- 11.3 Canada will consider tenders for work and services required for the boundary clearing, surveying, or both boundary clearing and surveying of the Settlement Lands of any business organization:
- 11.3.1 of which at least fifty (50%) percent of the interest in that business organization is owned by Salt River; and
- 11.3.2 which has sufficient equipment, and experienced personnel to carry out boundary clearing of the Settlement Lands; and
- 11.3.3 which submits a complete tender; and
- 11.3.4 which is capable of carrying out a survey of the Settlement Lands satisfactory to the requirements of the *Canada Lands Survey Act* R.S. 1985
- 

c. L-5, as amended and any act passed in substitution for that legislation.

11.4 Canada will assess and evaluate tenders equally to provide best value and, other factors being approximately equal, may award the contract to the corporate entity meeting the conditions set out in Article 11.3.

11.5 In addition to the setting aside of Reserves and performing the other obligations set out in this Settlement Agreement, Canada will provide Salt River with the amount specified in Article 12.5 as a contribution to the costs of survey of the Commissioner's Lands and Federal Crown Lands respecting Reserve Creation ("Survey Funds"). Salt River irrevocably directs that Canada pay the Survey Funds to the trustee of the Settlement Trust for deposit to the Reserve Survey Account stipulated in the Settlement Trust from the Compensation contemplated in Article 12. The Survey Funds will be used by the Trustee as directed by the Council of Salt River from time to time to pay for the cost of surveying the Settlement Lands respecting the requirements of this Settlement Agreement. Salt River hereby directs and acknowledges that any money from the Survey Funds not spent for these purposes must remain in the Settlement Trust.

\* 11.6 Canada will be responsible for the cost of completing necessary surveys related to Reserve Creation if that amount is more than the Survey Funds.

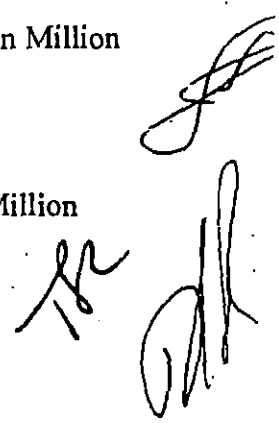
11.7 ~~Parks~~ Canada will pay for all similar survey costs respecting land for Reserves in Wood Buffalo National Park.

**12 Compensation and Negotiation Costs**

12.1 Canada agrees to pay to Salt River and Salt River agrees to accept as Compensation Eighty Three Million One Hundred and Eighty Thousand dollars (\$83,180,000), subject to the terms and conditions set out in this Settlement Agreement.

12.2 Canada and Salt River agree that the Compensation will be adjusted by the amounts described in Articles 12.3, 12.4 and 12.5 and, subject to the requirement specified in Article 21.1.1 that the Settlement Trust is executed by the authorized signatories and that the accounts contemplated in the Settlement Trust have been opened, the adjusted Compensation will be paid as follows:

- (a) Within thirty days (30) of the Effective Date, Canada will pay to Salt River Twenty Seven Million Four Hundred Thirty-Six Thousand and Eight Hundred and Fifty Nine dollars (\$27,436,859);
- (b) On or before May 1, 2002, Canada will pay to Salt River Fifteen Million dollars (\$15,000,000);
- (c) On or before May 1, 2003, Canada will pay to Salt River Fifteen Million dollars (\$15,000,000);
- (d) On or before May 1, 2004, Canada will pay to Salt River Ten Million dollars (\$10,000,000);

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**SALT RIVER FIRST NATION  
TREATY SETTLEMENT AGREEMENT  
Final - 13 November 2001**

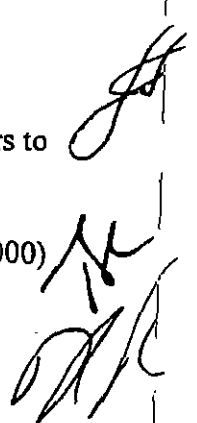
**PAGE 26**

(e) On or before May 1, 2005, Canada will pay to Salt River Ten Million dollars (\$10,000,000).

12.3 Canada agrees to pay to Salt River and Salt River agrees to accept the sum of Four Million Two Hundred and Eighty Thousand dollars (\$4,280,000) which amount is included in the Compensation. This amount is for Negotiation Costs incurred by Salt River for research, preparation, negotiation and ratification of the Settlement Agreement, including legal fees, and any other related costs. Salt River agrees that Canada can and will deduct Four Million dollars (\$4,000,000) of these Negotiation Costs from the Compensation which deduction represents the full and final repayment of all amounts previously loaned to Salt River by Canada as Negotiation Costs. As a result, Canada agrees to pay to Salt River and Salt River agrees to accept the amount of Two Hundred and Eighty Thousand dollars (\$280,000) for its Negotiating Costs and that this amount is included in amount of payment specified in Article 12.2(a).

12.4 Salt River agrees that Canada can and will deduct from the Compensation, One Million Five Hundred Seventy Eight Thousand One Hundred and Forty One dollars (\$1,578,141) representing a loan to Salt River with respect to the Dene/Metis negotiations. On the amount being deducted, Canada acknowledges that Salt River is relieved from any obligation with respect to this loan.

12.5 Canada has also agreed to pay to Salt River Two Million (\$2,000,000) Dollars to defray the survey and environmental costs associated with Reserve Creation. Canada has already advanced One Hundred and Sixty Five Thousand (\$165,000)

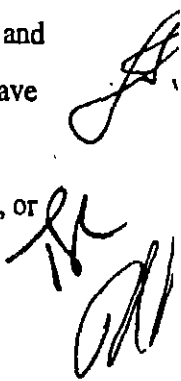


**SALT RIVER FIRST NATION  
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Dollars of this amount and the balance One Million Eight Hundred and Thirty Five Thousand (\$1,835,000) Dollars is to included in the amount of payment described in Article 12.2(a) to enable Salt River to continue the survey work in the manner contemplated in this Settlement Agreement.

- 12.6 If Salt River votes in favour of the Settlement Agreement and the Settlement Trust, then Salt River irrevocably authorizes Canada to transfer the Compensation to the Trustee of the Settlement Trust for deposit to the accounts established pursuant to the Settlement Trust.
- 12.7 The Parties agree that the Compensation paid to Salt River pursuant to this Settlement Agreement is to be a long-term asset to be invested for the future benefit of Salt River.
- 12.8 Canada confirms that the funds it has agreed to pay to Salt River pursuant to this Article 12 are paid to Salt River under this Settlement Agreement.
- 12.9 Salt River confirms that the investment, expenditure, operation, use, management, and accounting for the Compensation will be in accordance with the provisions of the Settlement Trust.
- 12.10 With respect to the Compensation paid pursuant to the Settlement Agreement and made subject to the Settlement Trust, Salt River agrees that Canada will not have any responsibility or liability whatsoever for its safe custody, investment, management, preservation of capital, or for the rate of return obtained thereon, or

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for any loss of the said Compensation, in whole or in part, whether through investment or otherwise.

12.11 Canada will not pay interest on any monies paid or to be paid pursuant to this Settlement Agreement.

12.12 Subject to Canada exercising its sole discretion, Canada will use its best efforts to accelerate all or any part of the payments contemplated under this Settlement Agreement. If payments are accelerated, the amounts by which payments are increased in any year will be deducted from the payment to be made in the last year and if the acceleration results in total amounts greater than the payment to be made in the last year, that greater amount will be deducted from the payment to be made in the immediately preceding year, and so on.

12.13 Salt River hereby irrevocably authorizes and directs Canada to pay the Compensation to the trustee of the Settlement Trust on behalf of Salt River.

**13 Characterization of Funds Paid by Canada**

13.1 Canada and Salt River intend that the funds paid pursuant to this Settlement Agreement, and that the Compensation and any interest or income earned on those funds, are not "Indian moneys" and are not governed by Section 2 of the Act and accordingly, the Act does not apply to these funds. The provisions of the *Indian Act* with respect to the management of Indian moneys shall not apply to the Compensation. For greater certainty, for the purposes of paragraph 90(1)(b) of the

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Act, money deposited in accordance with the Settlement Trust is personal property of Salt River situate on a Reserve.

**14 Transfer of Certain Federal Crown Lands to A Corporation**

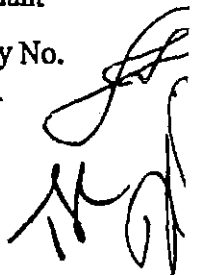
14.1 In partial compensation of Canada's outstanding obligations and subject to Article 4.8, Canada agrees to transfer to Salt River and Salt River agrees to accept the transfer of the Corporation Lands to a band-controlled corporation of Salt River. It is understood that these Corporations Lands are not intended for Reserve Creation.

**15 Discharge of Canada's Obligations**

15.1 Canada intends and Salt River agrees that by Canada setting aside the Reserves and performing the other obligations set out in this Settlement Agreement, including the payment of the Compensation contemplated in Article 12 and the transfer of the Corporation Lands, Canada has fully satisfied its obligations under the Reserve Land Clause of Treaty No. 8 and under the Ancillary Treaty Benefits Clause of Treaty No. 8.

**16 Salt River - Release and Indemnity**

16.1 Salt River acknowledges that, when fully performed, this Settlement Agreement fully and finally satisfies the entitlements of Salt River and its Members pursuant to the Reserve Land Clause and the Ancillary Treaty Benefits Clause of Treaty No. 8, and on that basis agrees to execute the Salt River Release and Indemnity of

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Canada, attached as Schedule "D"; and the Salt River Release and Indemnity of the Government of the Northwest Territories, attached as Schedule "A";

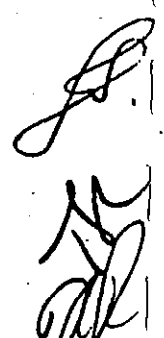
- 16.2 The Salt River Release and Indemnity of Canada and the Salt River Release and Indemnity of the Government of the Northwest Territories each take effect on the payment by Canada to Salt River of the payment described in Article 12.2(a) or within thirty (30) days of the Effective Date, whichever first occurs.

**17 Confirmation of Earlier Release from the Salt River First Nation**

- 17.1 Salt River represents and acknowledges that prior to posting Notice of the Ratification Vote on the Settlement Agreement of Smith's Landing First Nation, Salt River executed a Band Council Resolution and Release from the Salt River First Nation, which stated:

The Chief and Council of the SRFN, on behalf of itself and members: (1) in consideration of Alberta's undertaking in paragraph 2(b) of Schedule C of the Memorandum of Intent dated June 23, 1999 relinquishes any claim to reserve land in Alberta; (2) released Canada and Alberta from any claims by the SRFN arising from the non-fulfilment of Treaty 8 obligations to provide reserve lands and Ancillary Treaty Benefits in Alberta; (3) relinquishes any rights and benefits in any present or future land claim settlements in Alberta; (4) relinquishes any rights to any existing or future assets of the SLFN, whether or not derived from the FSA; and (5) relinquishes any chose in action for damages related to Canada's performance of its treaty obligations in Alberta.

**18 No Other Treaty or Aboriginal Rights Affected by this Settlement**

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18.1 Salt River or its Member's existing Treaty or Aboriginal rights, as recognized and affirmed in Section 35 of the *Constitution Act, 1982*, are not limited, diminished, extinguished or affected, unless expressly set out in this Settlement Agreement.

**19 Program and Service Funds**

19.1 Payments made pursuant to this Settlement Agreement are not made in substitution or replacement of any funds or services available to Salt River or to its Members from any existing or future programs of Canada.

19.2 Subject to Appendix "C" of Schedule "B", nothing in this Agreement is intended to affect the availability of government programs available to Salt River or its Members.

19.3 Subject to Appendix "C" of Schedule "B", nothing in this Settlement Agreement may be construed as a waiver (unless so expressed) by Salt River of any program and services funding to which it may be entitled or which it may negotiate according to the various procedures and formulas for establishing First Nation funding levels in the Northwest Territories including discretionary developmental funding.

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**20 Conditions Precedent Respecting A Ratification Vote of this Settlement Agreement**

20.1 Conditions precedent respecting a Ratification Vote of this Settlement Agreement are as follows:

20.1.1 Salt River has used best efforts to contact each Member of Salt River of the age of eighteen (18) years, or older, to advise them of the terms of this Settlement Agreement and the Settlement Trust; and

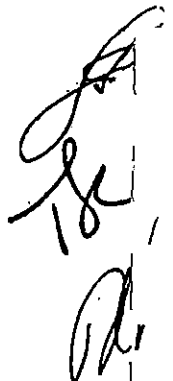
20.1.2 Best efforts were made to advise each Eligible Voter by independent legal counsel paid by Canada of the right to elect to take lands in severalty pursuant to Treaty No. 8 in lieu of the benefits set out in the Reserve Benefits Clause of Treaty No. 8; and

20.1.3 Delivery to Canada of copies of the Form of Statutory Declaration and Election which have been signed by Eligible Voters, as Canada, in Her sole discretion, deems adequate to enable the ratification vote to proceed.

**21 Conditions Precedent Respecting Execution of this Settlement Agreement and of Payments**

21.1 Conditions precedent respecting execution of this Settlement Agreement and payments pursuant to it are as follows:

21.1.1 The Ratification of this Settlement Agreement and Settlement Trust

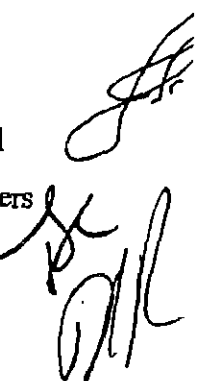
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occurred by way of referendum for which thirty (30) days notice was provided, in which a majority (over 50%) of the Eligible Voters vote and a majority (over 50%) of the votes cast by the Eligible Voters are in favour of this Agreement and the Settlement Trust, and otherwise in accordance with the Voting Guidelines for Referendum to Approve this Settlement Agreement, as referenced in Schedule "L":

21.1.1.1 If, at the Ratification Vote, a majority (over 50%) of the Eligible Voters do not vote but a majority (over 50%) of the votes cast are in favour of this Settlement Agreement and Settlement Trust then a second Ratification Vote held in accordance with the same terms and procedures may be held within six (6) months following the Voting Day if the Department receives, within thirty (30) days of the Voting Day, a Band Council Resolution requesting a second Ratification Vote.

21.1.1.2 In the event of a second Ratification Vote, the Minister will not be required to designate the Ratification Officer for the second Ratification Vote if the Ratification Officer is the same person as for the first Ratification Vote.

21.1.1.3 Prior to the second ratification vote, at least one Special Band Meeting was held to review with the Eligible Voters the terms of this Settlement Agreement and Settlement

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Trust;

21.1.1.4 The Ratification Vote, or the second Ratification Vote, as the case may be, authorized, empowered and directed the present Council of Salt River and succeeding Councils of Salt River to act for and on behalf of the Salt River in executing such further documents and taking such further necessary measures to carry out and implement the terms, intent and meaning of this Settlement Agreement;

21.1.2 The Chief and Council are properly authorized by a Ratification Vote to execute this Settlement Agreement and Settlement Trust on behalf of Salt River;

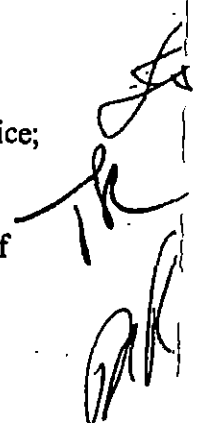
21.1.3 The execution of this Settlement Agreement by the Minister has been authorized by the Governor in Council;

21.1.4 Canada has received:

21.1.4.1 the executed Certificate of Independent Legal Advice;

21.1.4.2 the executed Certificate of Independent Financial Advice;

21.1.4.3 the executed Salt River Band Release and Indemnity of Canada; and



21.1.4.4 the executed Salt River Band Release and Indemnity of the  
Government of the Northwest Territories.

**22 Enurement**

22.1 This Settlement Agreement enures to the benefit of and is binding upon Canada, its heirs, successors, and permitted assigns and on Salt River, its heirs, successors and permitted assigns and its Members and future Members.

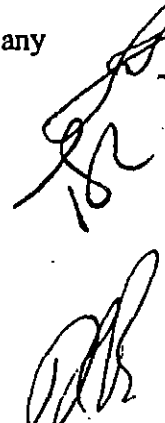
**23 General**

23.1 Salt River and Canada will do whatever things are necessary, sign any further documents, and take all necessary measures to carry out and implement the terms, intent and meaning of this Settlement Agreement and the Settlement Agreement.

23.2 No member of the House of Commons or Senate of Canada may share in this Settlement Agreement or take any benefits which may result from this Settlement Agreement.

23.3 Unless expressly stated in this Settlement Agreement, it is entered into without any admission of fact or liability by either party.

23.4 There shall not be any presumption that doubtful expressions in this Settlement Agreement be resolved in favour of either party.

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**24 Independent Advice**

24.1 Salt River represents that it has received independent legal advice and independent financial advice on this Settlement Agreement and Settlement Trust, as set out in Schedule "F" and Schedule "G".

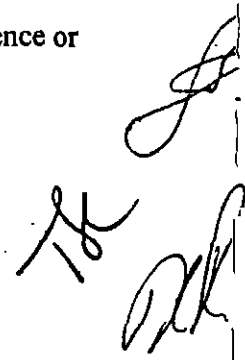
**25 Other Agreements**

25.1 This Settlement Agreement sets forth the entire agreement between Canada and Salt River on the settlement of the outstanding Treaty land entitlement between the parties. On that subject, this Settlement Agreement replaces and supersedes all other agreements between Salt River and Canada whether oral or in writing, relating to that subject matter.

25.2 There is no representation, warranty, collateral agreement, undertaking or condition affecting this Settlement Agreement unless expressly set out in this Settlement Agreement.

**26 Dispute Resolution**

26.1 Disputes between Canada and Salt River respecting this Settlement Agreement will be dealt with in accordance with Schedule "P" before either may commence or proceed with litigation.





**27 Amendments**

27.1 Subject to terms relating to amendment contained in any Schedule to this Settlement Agreement which operate on their own terms, this Settlement Agreement may otherwise be amended where the amendment:

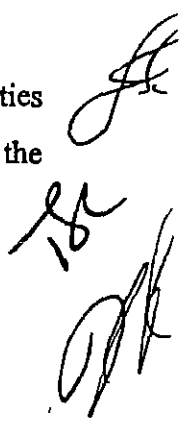
27.1.1 is in writing; and

27.1.2 has been first approved in principle by the Council of Salt River and the Regional Director General of the Northwest Territories Region of the Department; and

27.1.3 the Northwest Territories has received written notice of the proposed amendment; and

27.1.4 has been approved by an absolute majority of fifty (50%) percent plus one (1) of the Eligible Voters of Salt River in a ratification vote conducted by the Department where a majority (over 50%) of the Eligible Voters vote and a majority (over 50%) of the votes cast by the Eligible Voters are in favour of the amendment; and

27.1.5 where necessary, has been approved by Canada's governmental authorities as may be required by the circumstances having regard to the nature of the proposed amendment.

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**SALT RIVER FIRST NATION  
TREATY SETTLEMENT AGREEMENT  
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**PAGE 38**

27.2 Changes which are recognized and agreed to by both parties to be merely administrative, procedural in character, do not substantially affect the entitlements or obligations of the parties, or are considered necessary to implement this Settlement Agreement may be approved by the Regional Director General and the Council of Salt River.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty the Queen in Right of Canada, has executed this Settlement Agreement under his hand this 26 day of March, A.D. 2002, at the Minister's office of Ottawa, in the Northwest Territories.

Witness

  
Minister of Indian Affairs and  
Northern Development

AND FURTHERMORE IN WITNESS WHEREOF THE SALT RIVER FIRST NATION #195 as represented by the Chief and Councillors, for themselves and on behalf of the Band, have executed this Settlement Agreement under their respective hands this 15 day of JANUARY, A.D. 2001, at the FORT SMITH, in the Northwest Territories.





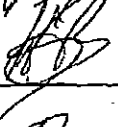
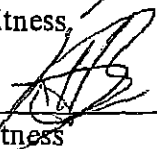
Approved and passed at a duly convened meeting of the Council of the Salt River First Nation #195 this 15 day of JANUARY, A.D. 2001. <sup>H.B.</sup>




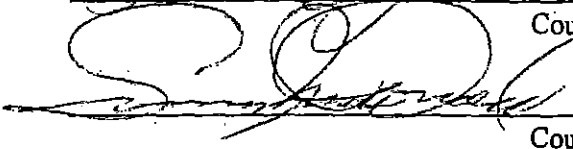
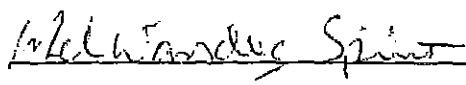
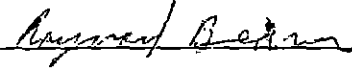
Witness

  
Chief

**SALT RIVER FIRST NATION  
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**Final - 13 November 2001**

**SCHEDULE "A"**

**To**

**SALT RIVER FIRST NATION  
TREATY SETTLEMENT AGREEMENT**

**Dated For Reference 13 November 2001**

**SALT RIVER FIRST NATION  
RELEASE AND INDEMNITY OF  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES**

In consideration of the execution of the agreement made between Her Majesty the Queen in Right of Canada ("Canada") and the Government of the Northwest Territories ("GNWT"), and dated for reference 13 November 2001 (the "Canada-GNWT Agreement"), and in further consideration of the execution of the agreement made between the Salt River First Nation, a Band, ("SRFN") and Canada, and dated for reference 13 November 2001 (the "Settlement Agreement"), and in consideration of GNWT's performance of the terms and provisions of the Canada-GNWT Agreement, and in further consideration of Canada's performance of the terms and provisions contained in the Settlement Agreement, SRFN, on its own behalf, and on behalf of all past, present or future Members of SRFN, and all past, present or future Members of SRFN claiming through any other Band and on behalf of their respective heirs, successors, administrators, and assigns, hereby agrees to the terms of the following waiver of liability and indemnity:

1. Forever release and discharge the GNWT, any of its Ministers, officials, servants, agents, successors, employees and assigns from:
  - a. all obligations in respect of aboriginal title and rights relating to land which form part of the Settlement Agreement;
  - b. all other claims of any kind against GNWT that might be made:
    - i. on the basis of Treaty No. 8 respecting the amount of land set apart by Reserve Creation;

- ii. respecting the quality or quantity of land to be set apart by Reserve Creation described in Appendix "I" to Appendix "A" of Schedule "B";
- iii. arising from the existence of any expenses associated with discharging, replacing or accommodating Third Party Interests in the Settlement Lands set apart by Reserve Creation;
- iv. now or may hereafter arising from the fact that SRFN did not receive or have the use and benefit of the lands to which it was entitled under Treaty No. 8 or in respect of aboriginal title and rights, relating to land including, without limitation, all claims resulting from damage of any kind or nature whatsoever alleged to have been suffered by Salt River as a result of the loss of use or benefit of such lands;
- v. associated with discharging, replacing or accommodating third party interests.

2. SRFN does hereby agree to indemnify and forever save harmless GNWT, any of its Ministers, employees, servants, agents, officers, officials and successors from all manner of suits, actions, causes of action, claims, demands, damages, costs or expenses, liability and entitlement, initiated, made or incurred, whether known or unknown against GNWT:

- a. which, SRFN or its Members, employees, servants, agents, officers, officials and successors ever had, now has or may hereafter have against GNWT relating to the subject matter of the Canada-GNWT Agreement, or any claims arising therefrom. This indemnity is specifically limited to any suits, actions, causes of action, claims, demands, damages, costs or expenses, liability and entitlement or claims arising therefrom which derive from a claim by SRFN or by any person making a claim through SRFN based on past, present or future membership in SRFN, and which have been ordered against GNWT and in favour of GNWT by a court of competent jurisdiction after the exhaustion or abandonment of appeals;

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- b. made by any person claiming as or through an affected third party with respect to the third party interests referred to in the Canada-GNWT Agreement, but specifically only if a court of competent jurisdiction has ordered GNWT to pay in respect of the said third party interest, after exhaustion or abandonment of appeals;
- c. made by any Member of SRFN, past, present or future, or any descendants of such Member, relating to the subject matter of the Canada-GNWT Agreement, or any claims arising therefrom.
3. This Release and Indemnity may be amended from time to time by agreement in writing between the parties. No term in this Agreement may be changed or waived except in writing. No waiver constitutes a continuing waiver unless expressed to be so.
4. SRFN acknowledges that it has had independent legal advice on all aspects of this Release and Indemnity.

IN WITNESS WHEREOF SRFN has agreed to this Release and Indemnity under the authority and hands of its Chief and Councillors in quorum, duly authorized on its behalf this 15 day of JANUARY, 2002, H. B.

Witness

Chief of the Salt River  
First Nation

Witness

Councillor

Witness

Councillor

Witness

Councillor

Salt River First Nation

Release and Indemnity of the Government of the Northwest Territories

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Witness

Councillor

Michael Warden, Spirit  
Councillor  
Raymond Deaver



**Final Draft - 13 November 2001**

**SCHEDULE "B"**  
**To**  
**SALT RIVER FIRST NATION**  
**TREATY SETTLEMENT AGREEMENT**  
**Dated For Reference 13 November 2001**

THIS AGREEMENT is dated \_\_\_\_\_, 2001.

**AGREEMENT**  
**BETWEEN**  
**CANADA AND THE GOVERNMENT OF THE NORTHWEST TERRITORIES**  
**REGARDING**  
**THE TREATY LAND ENTITLEMENT**  
**OF SALT RIVER FIRST NATION**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by the Minister of Indian Affairs and Northern Development  
(referred to as "Canada")

- and -

**GOVERNMENT OF THE NORTHWEST TERRITORIES**  
as represented by the Minister Responsible for Aboriginal Affairs  
(referred to as "GNWT")

**WHEREAS:**

- 1.1 On June 21, 1899, the Government of Canada entered into Treaty No. 8 with the Cree, Beaver, Chipewyan and other Indians within an area prescribed in the Treaty;
- 1.2 In the articles of Treaty No. 8, the Cree, Beaver, Chipewyan and other Indians agreed to cede, release and surrender to Canada all their rights, titles and privileges to the lands covered by the Treaty;
- 1.3 Canada has acknowledged that the Salt River First Nation #195, a Band, (Salt River) has an unfulfilled entitlement to reserve land and Ancillary Benefits under Treaty No. 8;
- 1.4 Members of Salt River First Nation have historically used and occupied lands in the Northwest Territories;

- 1.5 Salt River has selected lands within the Northwest Territories which they wish to be set apart as reserves in fulfilment of their land entitlement under Treaty No. 8;
- 1.6 Canada desires to fulfill its obligations under Treaty No. 8; and
- 1.7 GNWT is willing to assist Canada fulfill its obligations under Treaty No. 8 as set out in the Settlement Agreement.

**THEREFORE** Canada and GNWT agree as follows:

#### **LANDS**

1. In accordance with the terms of the Transfer Agreement attached as Appendix "A" to this Agreement, the GNWT will transfer to Canada certain lands over which the Commissioner of the Northwest Territories has administration and control, those lands having been selected by Salt River as suitable for Reserve, as set out and enumerated in Appendix I to the Transfer Agreement.
2. Canada will take all necessary steps to accept the transfer to Canada by GNWT of the administration and control of the lands referred to in the immediately preceding clause.

#### **MUNICIPAL SERVICES**

3. The GNWT and Canada have each considered the form and content of the Municipal Services Agreement attached as Appendix "B" to this Agreement and commend its execution to each of the Town of Fort Smith and Salt River as a necessary aspect of the Settlement Agreement.

#### **PROGRAMS AND SERVICES**

4. The GNWT and Canada and Salt River have determined that the matter of programs and services will be addressed in accordance with the terms of the Agreement attached as Appendix "C" to this Agreement.

#### **RELEASE AND INDEMNITY**

5. Schedule "A" and Schedule "Q" to the Settlement Agreement provides release and indemnity by Salt River in favour of the GNWT. It is intended that Schedule "A" and Schedule "Q" contemplate all the release and indemnity necessary. But should it later be found by a court of competent jurisdiction (all appeals taken and exhausted) that GNWT is responsible beyond the scope of what is released and indemnified in Schedule "A" and Schedule "Q", Canada undertakes to indemnify and save GNWT harmless against any and all such findings.

## AMENDMENT

6. This Agreement may be amended from time to time by agreement in writing between the parties. No term in this Agreement may be changed or waived except in writing. No waiver shall constitute a continuing waiver unless expressed to be so.

## FURTHER ASSURANCES

7. As required, the parties will undertake any further acts and execute and deliver any further documents in as timely fashion as are reasonably required in order to perform and carry out the terms of this Agreement.

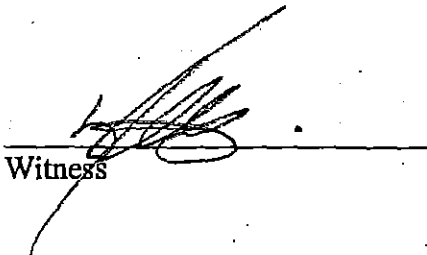
## APPENDICES

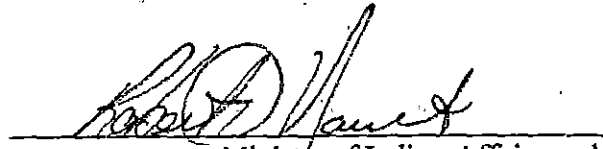
8. The parties agree that attached Appendix "A" and Appendix "C" forms part of this Agreement while attached Appendix "B" is included for identification and reference only.

## APPLICABLE LAWS

9. This Agreement is governed by and interpreted in accordance with the laws of the Northwest Territories and the laws of Canada applicable in that jurisdiction.

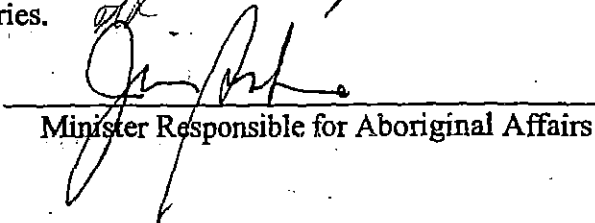
IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty the Queen in Right of Canada, has executed this Settlement Agreement under his hand this 26 day of March, A.D. 2002, at the Minister's office of Hull, in the Northwest Territories. *DR*

  
Witness

  
Minister of Indian Affairs and  
Northern Development

IN WITNESS WHEREOF the Minister Responsible for Aboriginal Affairs, on behalf of the Government of the Northwest Territories has executed this Settlement Agreement under his hand this 22 day of January, A.D. 2002, at the City of Yellowknife, in the Northwest Territories. *DR*

  
Witness

  
Minister Responsible for Aboriginal Affairs

**APPENDIX "A"**  
**REGARDING THE TRANSFER OF CERTAIN**  
**COMMISSIONER'S LAND FOLLOWING ON THE SETTLEMENT**  
**OF THE TREATY LAND ENTITLEMENT (TLE)**  
**OF SALT RIVER FIRST NATION**  
**TRANSFER AGREEMENT**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF**  
**CANADA** as represented by the Minister of Indian  
Affairs and Northern Development  
("Canada")

**AND**

**THE GOVERNMENT OF THE NORTHWEST**  
**TERRITORIES** as represented by the Minister  
Responsible for Aboriginal Affairs  
("GNWT")

**WHEREAS:**

- (A) Canada and Salt River First Nation #195 have agreed on the terms of a Settlement Agreement related to the Treaty Land Entitlement;
- (B) Certain Commissioner's Lands were identified to be appropriate and available to be set aside as Reserve;
- (C) GNWT is prepared to transfer administration and control of the identified Commissioner's Lands to Canada to give effect to the Settlement Agreement.

**NOW THEREFORE** Canada and GNWT agree as follows:

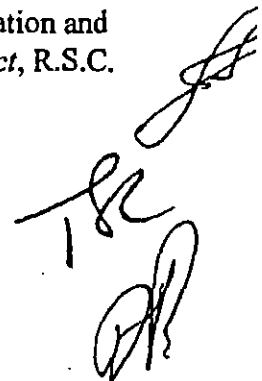
**INTERPRETATION**

- 1. In this Agreement, the following terms shall have the meanings set out below, unless the context otherwise requires:
  - a. "Agreement" means this Transfer Agreement and any and all amendments or extensions made in furtherance of the Agreement.

- b. "Commissioner" means the Commissioner of the Northwest Territories referred to in s. 3 of the *Northwest Territories Act*, R.S.C. 1985, c. N-27.
- c. "Instrument" has the meaning as defined in the *Land Titles Act*, R.S.N.W.T 1988, c.8 (Supp.).
- d. "Liability" means a finding of lawful responsibility for any state or condition:
  - i. of being actually or potentially subject to an obligation; or
  - ii. of being responsible for a possible or actual loss, penalty, expense or burden; or
  - iii. which creates a duty to perform an act now or in the future.
- e. "Property" means the parcels of land listed in Appendix "I" to this Agreement and for greater certainty includes the real property and improvements together with all fixtures and apparatus affixed thereto.

## ARTICLE I ACKNOWLEDGMENTS OF THE PARTIES

- 1.1 GNWT acknowledges that the Commissioner has administration and control of the Property.
- 1.2 Canada acknowledges that in order to create a Reserve under the *Indian Act* (R.S.C. 1985 c. I-5), the administration and control of the Property must be transferred from the Commissioner to Canada.
- 1.3 The transfer of administration and control of the Property is effected by:
  - 1.3.1 the execution of a Commissioner's Order transferring the administration and control of the Property in perpetuity to Canada pursuant to section 44 of the *Northwest Territories Act*, R.S.C. 1985 c. N-17 as amended by S.C. 1993, c. 41, s. 11; and
  - 1.3.2 an Order-in-Council by Canada approving the transfer of the administration and control of the Property pursuant to s. 44 of the *Northwest Territories Act*, R.S.C. 1985 c. N-17 as amended by S.C. 1993, c. 41, s. 11.

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**ARTICLE II**  
**TRANSFER AND APPROVAL OF ADMINISTRATION AND CONTROL**

- 2.1 On a date agreeable to the Parties, GNWT agrees that it will transfer the administration and control of the Property to Canada by Commissioner's Order. GNWT will deliver the executed Commissioner's Order to Canada.
- 2.2 On receipt of the Commissioner's Order and within a reasonable time, Canada will approve the transfer of administration and control of the Property.
- 2.3 Should a parcel of Commissioner's Land be subdivided for the purpose of effecting a transfer of a portion of that parcel to Canada, then Canada is responsible for the costs of the legal survey necessary to subdivide the parcel.
- 2.4 Canada is responsible for all GNWT costs associated with registration at the NWT Land Titles Office of any Instrument, survey or caveat resulting from the transfer of administration and control of the Property.

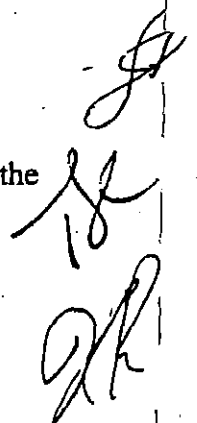
**ARTICLE III**  
**CANADA'S ACKNOWLEDGMENT OF "AS-IS" BASIS OF TRANSFER**

- 3.1 Canada expressly agrees that:
- (a) the Property is transferred on an "as-is" basis;
  - (b) there is no representation, warranty or condition, express or implied as to the quality or condition of the Property; and
  - (c) it has inspected the Property and has not relied on any representations of the GNWT concerning any condition of the Property including without limitation, any representation concerning the environmental condition of the Property.
- 3.2 On the date Canada approves the transfer of administration and control of the Property, Canada assumes all Liability relating to the Property however and whenever that Liability might have been caused.

**ARTICLE IV**  
**GENERAL**

**AMENDMENT**

4. This Agreement may be amended from time to time by agreement in writing between the parties. No term in this Agreement may be changed or waived except in writing. No

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waiver constitutes a continuing waiver unless expressed to be so.

### FURTHER ASSURANCES

5. As required, the parties will undertake any further acts and execute and deliver any further documents in as timely fashion as are reasonably required in order to perform and carry out the terms of this Agreement.

### APPLICABLE LAWS

6. This Agreement is governed by and interpreted in accordance with the laws of the Northwest Territories and the laws of Canada applicable in that jurisdiction.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty the Queen in Right of Canada, has executed this Agreement under his hand this 26 day of March, A.D. 2001, at the Minister's Office of Hull in the Northwest Territories. *JK*

Witness

Robert D. Nault  
Minister of Indian Affairs and  
Northern Development

IN WITNESS WHEREOF the Minister Responsible for Aboriginal Affairs, on behalf of the Government of the Northwest Territories has executed this Agreement under his hand this 22 day of January, A.D. 2001, at the City of Yellowknife in the Northwest Territories.

Witness

Jim St. Pierre  
Minister Responsible for Aboriginal Affairs

13 November 2001 - Final

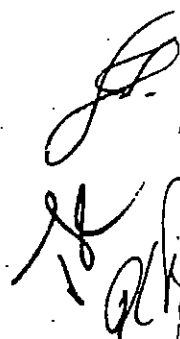
**Appendix "I"**  
**To**  
**Appendix "A" of Schedule "B"**  
**to**  
**SALT RIVER FIRST NATION**  
**TREATY SETTLEMENT AGREEMENT**  
**Dated For Reference 13 November 2001**

COMMISSIONER'S LAND				
SITE#	LOCATION	LEGAL DESCRIPTION		Certificate of Title#
		LTO Plan	Lot	
M1	MCDUGAL ROAD	14	59 ptn	
M1	BUFFER STRIP - HIGHWAY 5	884	924	
M1	BUFFER STRIP - HIGHWAY 5	1839	1427	
M1	HIGHWAY 5	1839	1428	
M1	NEW DEV: WINTERGREEN STREET	3602	1653	
M1	NEW DEV: WINTERGREEN STREET	3602	1654	
M1	NEW DEV: WINTERGREEN STREET	3602	1655	
M1	NEW DEV: WINTERGREEN STREET	3602	1656	
M1	NEW DEV: WINTERGREEN STREET	3602	1657	
M1	NEW DEV: WINTERGREEN STREET	3602	1658	
M1	NEW DEV: WINTERGREEN STREET	3602	1659	
M1	NEW DEV: WINTERGREEN STREET	3602	1660	
M1	NEW DEV: WINTERGREEN STREET	3602	1661	
M1	NEW DEV: WINTERGREEN STREET	3602	1662	



COMMISSIONER'S LAND				
SITE#	LOCATION	LEGAL DESCRIPTION		Certificate of Title#
		LTO Plan	Eot	
M1	Portion of Unsurveyed Lands South of Lots 59 & 60, LTO 14	Unsurveyed parcel		
M2	ADJ. TO DANGER ZONE PTN.	11	52ptn	249 ?
M2	119 WOODBISON AVENUE	272	541	
M2	14 WAPITI STREET	404	53-8	26388
M2	107 WOODBISON AVENUE	1919	1437	
M2	103 WOODBISON AVENUE	1919	1438	
M2	99 WOODBISON AVENUE	1919	1439	
M2	Portion of Surveyed Road (adj. to lot 53-15 & 53-16, Plan 404)			
M5	AIRPORT	1893, Grp 765	6 ptn	34416

**APPENDIX "B"**  
**REGARDING THE TREATMENT OF CERTAIN**  
**MUNICIPAL SERVICES AND OTHER MATTERS BETWEEN THE TOWN OF FORT**  
**SMITH AND SALT RIVER FIRST NATION FOLLOWING ON THE SETTLEMENT**  
**OF THE TREATY LAND ENTITLEMENT (TLE)**  
**OF SALT RIVER FIRST NATIONS**  
**MUNICIPAL SERVICES AGREEMENT**

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**THIS AGREEMENT IS DATED FOR REFERENCE THE**

**DAY OF [] 2001**

**BETWEEN:**

**SALT RIVER FIRST NATION**

An Indian Band as defined by the Indian Act, R.S.C. c. I-5  
and as represented by the Chief and Council on their own behalf and on behalf of the members of  
Salt River First Nation  
("SRFN")

-and-

**TOWN OF FORT SMITH**

A Municipal Corporation located in the Northwest Territories as defined by the Cities, Towns  
and Villages Act, R.S.N.W.T., c. C-8  
("Fort Smith")

**RECITALS**

**WHEREAS:**

- (A) Certain lands located within the municipal boundaries of Fort Smith will be set aside as Indian Reserve Lands (the "Reserve") under a Treaty Entitlement Agreement between Canada and the SRFN ("the Entitlement Agreement").
- (B) The parties intend that neither the SRFN nor Fort Smith shall be financially prejudiced by the creation of the Reserve and that the current levels of services will not be adversely affected by this Agreement.
- (C) The parties have common goals and objectives including continued harmonious coexistence as between the residents and governments of SRFN and Fort Smith and intend, through this Agreement, to form compatible and cooperative jurisdictional and financial arrangements.

**IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:**

**1. LANDS**

- 1.1 The lands within Fort Smith to be set aside as Reserve following ratification of the Entitlement Agreement are identified on the map attached as Schedule "A" to this Agreement.

1.2 The lands within Fort Smith identified on the map attached as Schedule "B" will become Reserve on their acquisition by the SRFN.

1.3 The lands referred to in Articles 1.1 and 1.2 are collectively referred in this Agreement as the "Lands".

## 2. TAXATION

2.1 Fort Smith acknowledges that the SRFN is the sole taxing authority in respect of the Lands or the occupants, owners, or businesses conducted on the Lands upon their becoming Reserve Lands.

2.2 Upon their becoming Reserve Lands, Fort Smith agrees not to tax the whole or any part of the Lands, any improvements thereon, or any occupants, or owners of businesses conducted on the Lands, pursuant to the Property Assessment and Taxation Act, R.S.N.W.T., c. P-10, of the Northwest Territories, as amended from time to time or pursuant to any other legislation.

## 3. SERVICES

3.1 Fort Smith agrees to provide the municipal services as described in Schedule "C" to this Agreement (the "Municipal Services") in respect of the Lands to the same extent and at the same level of services as Fort Smith provides to similarly zoned lands within the municipal boundaries of Fort Smith.

3.2 Fort Smith agrees to provide any and all incidental and necessary repairs and maintenance as Fort Smith provides to similarly zoned lands in Fort Smith. All repairs and maintenance shall be provided in a diligent and timely manner, including supervision and control of all repairs and maintenance.

3.3 If the SRFN wishes to obtain Municipal Services which are different, new or more extensive than those normally provided to similarly zoned lands within the municipal boundaries of Fort Smith, then the SRFN may contract for the receipt of the same with Fort Smith and, with the exception of SRFN members or a corporation owned or controlled by SRFN members or the SRFN, agrees to give Fort Smith the right of first refusal on any agreement to provide such services.

## 4. PAYMENT OF MUNICIPAL SERVICE FEES

4.1 SRFN agrees to pay Fort Smith for the Municipal Services as follows:

(a) That sum which is equivalent to the amount which would be paid to Fort

Smith if the Lands were not set aside as a Reserve, and as if the Lands are being assessed and the sum calculated by Fort Smith on the same basis as lands off-reserve within the municipal boundaries, including, without limitation, property taxes, off-site levies and local improvements.

- (b) The sum contemplated in Article 4.1(a) may be adjusted in the event the parties agree that certain Municipal Services are not to be provided on the Lands or that certain costs are not to be included in the mil rate calculation.
- (c) Fort Smith agrees, upon receipt of a request from the SRFN, to provide the SRFN with all assessment information and data prepared by Fort Smith pursuant to Article 4.1.(a) and Article 8.2(c).
- (d) The SRFN agree to report any alterations, renovations and additions to improvements on the Lands and permit Fort Smith to have access in accordance with Article 8.2 for the purposes of reassessing any valuations as contemplated in this Agreement.
- (e) Fort Smith agrees to invoice the SRFN no later than the 31st day of March in each year. Such invoice shall set out the amount which would but for the creation of the Reserve be assessed and levied by Fort Smith against the Lands, the improvements on the Lands, the occupants of the Lands and the owners of businesses conducted on the Lands in respect of the current calendar year. SRFN agrees to pay such invoices in full to Fort Smith by the 30th day of June in each year.
- (f) The SRFN agrees, in the case of late payment of any sums contemplated in this Article 4.1 to be obligated to pay Fort Smith such sums as are equivalent to the interest or penalties or both which would be payable by owners, occupants and businesses of or upon similarly zoned lands off-reserve within the municipal boundaries.
- (g) Should there be a default in payment of any of the sums referred to in Articles 4.1(a) and 4.1(f) Fort Smith reserves the right to suspend provision of any and all Municipal Services in respect of the Lands until such payments are made. Fort Smith, however, agrees not to suspend such service without having first provided thirty-(30) clear days' written notice to the SRFN.

4.2 In addition to the payment received for Municipal Services, the SRFN and Fort Smith agree that monthly water and sewer service charges and solid waste levies and such other charges that are billed directly to property owners or occupants

from time to time shall be billed directly to individual users on the Lands. The amount charged by Fort Smith is to be calculated on the same basis as for other consumers of such services within the municipal boundaries. Fort Smith shall invoice the individuals for water and sewer service charges and solid waste levies and such other charges on a monthly basis, and such invoices shall be paid in full to Fort Smith within thirty (30) days of invoicing.

4.3 In the case of late payment of any sums contemplated in Article 4.2, the individual users shall be obligated to pay Fort Smith such sums as are equivalent to the interest or penalties or both which would be payable by owners, occupants and businesses of or upon similarly zoned lands within the municipal boundaries from time to time.

4.4 Should there be a default in the payment of any of the sums referred to in Articles 4.2 and 4.3, Fort Smith reserves the right to suspend provision of any and all water and sewer services and solid waste services to the individual user in default until such payments are made. Fort Smith, however, agrees not to suspend such services without first having provided thirty (30) clear days' written notice to the individual user in default.

## 5. JOINT PLANNING COMMITTEE

5.1 There is established a Joint Planning Committee which shall be comprised of the following:

- (a) Two (2) representatives from the SRFN, which shall be appointed at pleasure by the Chief and Council of the SRFN each for a three (3) year term;
- (b) Two (2) representatives from Fort Smith, which shall be appointed at pleasure by the Fort Smith Town Council each for a three (3) year term;
- (c) One (1) additional person shall be appointed by agreement and at the pleasure of the parties for a three (3) term and such person to be the Chairperson of the Joint Planning Committee.

5.2 The mandate of the Joint Planning Committee is to determine whether the proposed amendments or bylaws, including bylaws relating to land-use and development, are consistent with, and compatible with, the bylaws of both Fort Smith and the SRFN.

5.3 The SRFN and Fort Smith may make and amend, from time to time, such rules as are deemed appropriate and reasonable to govern the procedures of the Joint

Planning Committee, provided that:

- (a) Each representative of the Joint Planning Committee shall be given notice of each meeting of the Joint Planning Committee;
- (b) if representatives of the Joint Planning Committee consent, a representative may participate in a meeting of the representatives of the Joint Planning Committee by means of a telephone or other communication facilities as permit all persons participating in the meeting to hear each other, and a representative participating in that kind of meeting by that means is deemed to be present at the meeting. Any consent is be effective whether given before or after the meeting to which it relates and consent may be given with respect to all meetings of the representative of the Joint Planning Committee while a representative is in office;
- (c) All representatives of the Joint Planning Committee must be present at all meetings in person, or attending by telephone or other communication facility which permits each representative to communicate with all other representatives at the meeting;
- (d) All decisions and actions of the Joint Planning Committee shall be in accordance with the majority vote of the representatives of the Joint Planning Committee;
- (e) The Chairperson shall not be entitled to vote on any resolution before the Joint Planning Committee, however, in the event of a tie, the Chairperson shall cast a deciding vote;
- (f) Minutes of decisions taken at all meetings of the Joint Planning Committee shall be recorded and such record shall be circulated to each of the representatives of the Joint Planning Committee and signed by the Chairperson;
- (g) Each party shall assume the costs of its representatives on the Joint Planning Committee proceedings and shall share equally in the costs of the Chairperson and other general expenses of the Joint Planning Committee.
- (h) A quorum of the Joint Planning Committee shall be the entire membership of five (5) as set out in Article 5.1.

**6. FIRST NATION AND MUNICIPAL BYLAWS**

- 6.1 The bylaws of Fort Smith amended to the effective date of this Agreement as listed in Schedule [D] are hereby adopted by the SRFN. The bylaws shall continue in force on the lands until such time as SRFN enacts bylaws pursuant to this Article 6 respecting the same subject matter.
- 6.2 Fort Smith acknowledges that the SRFN has the exclusive jurisdiction to enact bylaws pertaining to the Lands.
- 6.3 The SRFN agrees that any bylaws that the SRFN may pass with regards to the Lands shall be consistent with and compatible with the laws of the Northwest Territories and the bylaws of Fort Smith. The SRFN agrees to take all such steps and do all such things as are necessary to ensure consistency with, and compatibility with such laws and bylaws.
- 6.4 Should the SRFN intend to exercise any of its powers to pass or amend bylaws which in any way directly or indirectly affect the Lands or off-reserve lands, the SRFN agrees to exercise those powers in the following manner:
- (a) The SRFN agrees to notify Fort Smith of its intention to amend or pass a bylaw and to submit a copy of the proposed amendment or bylaw to Fort Smith for comment and consultation at least thirty (30) days prior to adopting the proposed amendment or bylaw;
  - (b) Fort Smith, on written notice to SRFN, may, within fourteen (14) days of receiving the notice referred to in Article 6.4(a) submit to the Joint Planning Committee the proposed amendment or bylaw for review and recommendation.
- 6.5 Should Fort Smith intend to exercise any of its powers to pass or amend bylaws which in any way directly or indirectly affect the Lands or off-reserve lands, Fort Smith agrees to exercise those powers in the following manner:
- (a) Fort Smith agrees to notify the SRFN of its intention to amend or pass a bylaw and to submit a copy of the proposed amendment or bylaw to the SRFN for comment and consultation at least thirty (30) days prior to adopting the proposed amendment or bylaw.
  - (b) SRFN, on written notice to Fort Smith, may, within fourteen (14) days of receiving the notice referred to in Article 6.5(a) submit to the Joint Planning Committee the proposed amendment or bylaw for review and recommendation..
- 6.6 The Joint Planning Committee may recommend by majority vote:



- (a) that the proposed amendment or bylaw is consistent and compatible; or
  - (b) that the proposed amendment or bylaw is not consistent and not compatible; or
  - (c) make written suggestions as to how the proposed or bylaw may be made consistent and compatible.
- 6.7 The Joint Planning Committee shall complete its decision within fourteen (14) days of receiving the submission.
- 6.8 Should the Joint Planning Committee recommend that the proposed amendment or bylaw are not consistent and compatible or, if either the SRFN or Fort Smith disagrees with the decision of the Joint Planning Committee, then the matter may be referred to dispute resolution in accordance with Article 14.
- 6.9 The SRFN and Fort Smith agree to take all necessary steps and do all other things as may be reasonably necessary to ensure that their respective bylaws are enforced and prosecuted to their full extent.

## **7. ON-RESERVE DEVELOPMENT APPROVAL PROCESS**

- 7.1 All applications for development on the Lands shall be made in the manner required by By-Law 673 of Fort Smith, as adopted and amended by SRFN, except that the Chief and Council of SRFN shall act as the Development Appeal Board for any appeal for development approval respecting the Lands.
- 7.2 Any person on or off-reserve affected by an Order, decision or development under the respective By-law may appeal to the Development Appeal Board or the Chief in Council as the case might be. Person for the purposes of this Article 7.2 includes SRFN and Fort Smith.
- 7.3 Should either the SRFN or Fort Smith disagree with the decision of the Development Appeal Board or the Chief in Council as the case might be, then the matter may be referred to dispute resolution in accordance with Article 14.

## **8. ACCESS TO LANDS**

- 8.1 Notwithstanding section 30 or any other section of the Indian Act or any other legislation and except for reasons of safety or security, the SRFN does not intend to prevent or deny access to members of the general public to roads, streets, lanes

and sidewalks on the Lands which are available to off-reserve Lands within the municipal boundaries of Fort Smith. It is the intention of SRFN that these rights of public access will continue after the termination of this Agreement or any extension of it by enacting enabling provisions under the Indian Act (See Schedule "F") and by entering into this Agreement the Chief and Councillors of SRFN on behalf of the SRFN hereby consent to such Order or permission.

8.2 Where the SRFN has contracted for the provision of certain services from Fort Smith, the SRFN agrees to allow and accommodate access to the Lands by Fort Smith, its servants, employees, agents and contractors, in the following instances:

- (a) In order to provide repairs and maintenance of the Municipal Services and local improvements; and
- (b) In order to enforce all bylaws relating to the Lands; and
- (c) In order to carry on reviews and assessments of the lands, improvements and businesses carried on upon the Lands as required to perform the calculations contemplated in Article 4.1(a); and
- (d) For any other purpose upon giving reasonable notice to and upon receiving the consent of the SRFN and the occupants of the Lands.

## 9. ENFORCEMENT OF LAWS ON RESERVE

9.1 The SRFN authorizes and consents to bylaw enforcement officers and agents of Fort Smith entering onto the Lands to enforce and prosecute all bylaws described in Schedule "D" and all bylaws adopted, amended or otherwise passed in accordance with this Agreement, according to law, and to the same extent and in the same manner as such laws are enforced and prosecuted in Fort Smith.

9.2 All fines, penalties or payments of any kind, collected through the enforcement and prosecution of bylaws in accordance with Article 9.1 are to be retained by Fort Smith to be applied towards the costs of such enforcement or prosecution.

## 10. LIABILITY

10.1 Fort Smith shall have no greater liability or obligation with respect to the supply of Municipal Services to the Lands than it has to owners and occupiers of lands, improvements and businesses in Fort Smith generally, and Fort Smith is entitled to all defenses with respect to the provision or interruption of services which would be available to it in respect of the supply of Municipal Services within Fort Smith.

- 10.2 Fort Smith does not warrant or guarantee any of the Municipal Services to the SRFN under this Agreement which are beyond the reasonable control of Fort Smith, including without limitation by enumeration, such events as acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design and supervision or construction of the Municipal Services, or in the manufacture of any materials used therein, and other such circumstances.

## 11. INDEMNITY

- 11.1 Fort Smith agrees to indemnify and save harmless the SRFN for any and all claims, demands or liability which may accrue to the SRFN as a consequence of the provision of Municipal Services on the Lands by Fort Smith. Notwithstanding the foregoing, this indemnity does not apply to normal wear and tear of the infrastructure or Municipal Services provided under this Agreement.
- 11.2 The SRFN agrees to release and indemnify Fort Smith, its servants, agents, contractors and employees from and against all manner of suits, claims, demands and causes of action arising out of or in connection with the provision of Municipal Services under this Agreement including the construction, operation, repairs to and maintenance of such services provided, however, that such release and indemnity does not apply in any case where Fort Smith, its servants, agents, contractors, employees, invitees or other such parties have been negligent, or have behaved in a manner which amounts to willful misconduct, or have otherwise acted unlawfully.
- 11.3 The SRFN acknowledges and agrees that all existing infrastructure that presently exists for the delivery of Municipal Services is accepted on an as is, where is basis. Without restricting the generality of the foregoing, all infrastructure and Municipal Services are accepted in their present condition and location and there are no other covenants, conditions, representations or warranties regarding workmanship, the quality or condition of materials, or the fitness of the existing infrastructure for the delivery of the Municipal Services intended.
- 11.4 The SRFN agrees to release, indemnify and save harmless Fort Smith from and against any and all manner of suits, claims, demands and causes of action arising out of or in connection with the environment or environmental damages on the Lands described in Schedules "A" and "B" to this Agreement and the infrastructure required for the delivery of Municipal Services described herein.
- 11.5 The SRFN agrees to release, indemnify, and save harmless Fort Smith from and against all manner of suits, claims, demands and causes of action arising out of or

in connection with any and all past land transactions in and adjacent to Fort Smith and with regards to the Lands described in Schedules "A" and "B" to this Agreement.

## **12. INSURANCE**

- 12.1 The SRFN and Fort Smith agree to provide comprehensive all-risk liability insurance policies for a combined limit of no less than \$5,000,000 or such additional amount as the parties agree, which policies shall protect the SRFN and Fort Smith against all manner of suits, claims, demands and causes of action for bodily or personal injury or property damage arising out of the construction, use, operation, repair and maintenance of Municipal Services on the Lands, a copy of which policies are attached hereto a Schedule "E".
- 12.2 The comprehensive all-risk liability insurance policies referred to in Article 12.1 hereof shall name Fort Smith and the SRFN as an "additional named insured" in the respective policies and shall be underwritten with an insurer licensed in Canada which insurer must be acceptable to Fort Smith and the SRFN.
- 12.3 The comprehensive all-risk liability insurance policies shall carry a provision that such policies may not lapse or be cancelled without thirty(30) days notice first being given to either party.

## **13. JOINT MEETING OF GOVERNING COUNCILS OF FORT SMITH AND THE SRFN**

- 13.1 The SRFN and Fort Smith agree that in order to successfully fulfil their respective mandates, it is essential that they work together in a spirit of co-operation and maintain an open and ongoing dialogue. Fort Smith and the SRFN agree that their respective Councils shall hold a joint meeting as soon as practicable each year, or so often in the year as may seem necessary or desirable, with a view to ensuring the harmonious operation of this Agreement, and the resolution of such issues as may arise between the parties.
- 13.2 In addition to the foregoing, Fort Smith and the SRFN each agree to appoint one elected representative and a senior manager or administrator to a permanent Joint Consultation Committee which shall meet on a regular basis on matters of joint interest and concern to Fort Smith and the SRFN and report back to their respective Councils.

## **14. DISPUTE RESOLUTION MECHANISMS**

- 14.1 In the event of any dispute between the SRFN and Fort Smith as to the

application, interpretation, administration, or enforcement of this Agreement, the parties may jointly elect to refer the dispute to mediation by means of a joint written submission referring the matter in dispute to a single mediator to be selected by the SRFN and Fort Smith.

- 14.2 In the event the SRFN and Fort Smith are unable to agree to the appointment of a mediator within fourteen (14) days of completion of the joint written submission, then a mediator may, upon the application of one of the parties, be appointed by a Judge of the Supreme Court of the Northwest Territories.
- 14.3 The SRFN and Fort Smith agree that jurisdiction of the mediator shall be limited to the issues set out in the joint submission for mediation.
- 14.4 For the purposes of this Agreement, mediation means a process whereby the appointed mediator assists the parties in reconciling their differences and arriving at a mutually acceptable agreement with regard to the issues set out in the joint written submission. The SRFN and Fort Smith agree that the mediation discussions are on a without prejudice basis for the purpose of reaching a mutually acceptable agreement.
- 14.5 In the event that the dispute between the SRFN and Fort Smith relating to the application, interpretation, administration, or enforcement of this Agreement is not settled through the use of mediation, the dispute may be referred to arbitration by means of a joint written submission referring the matter in dispute to single arbitrator to be selected by the SRFN and Fort Smith.
- 14.6 In the event that the dispute between the SRFN and Fort Smith relates to the consistency and compatibility of any amendment, by-law or development approval of the parties, then the jurisdiction of the arbitrator shall be limited to the issue of the consistency and compatibility of the amendment, by-law or development approval of the parties and shall have no authority to make any decision as to the jurisdiction of either the SRFN or Fort Smith to make the amendment, by-law or development approval.
- 14.7 In the event the SRFN and Fort Smith are unable to agree to the appointment of an arbitrator within fourteen (14) days of completion of the joint written submission, then an arbitrator may, upon the application of the parties, be appointed by a Judge of the Supreme Court of the Northwest Territories.
- 14.8 The SRFN and Fort Smith agree that the jurisdiction of the arbitrator shall be limited to the issues set out in the joint written submission for arbitration, unless the parties agree to extend the jurisdiction of the arbitrator to include deciding upon such other issues as the parties consent. Notwithstanding section 26 of the

Arbitration Act, R.S.N.W.T., c. A-5 and all regulations thereto, the SRFN and Fort Smith agree that every joint written submission made pursuant to this Agreement shall contain or shall be deemed to contain a provision which allows an appeal to a Judge of the Supreme Court of the Northwest Territories from any award made by an arbitrator or by a majority of arbitrators or by an umpire.

14.9 Each party agrees to assume its own costs at the mediation and the arbitration and to share equally in the fee of the mediator and arbitrator and any other general expenses of the mediation and arbitration.

14.10 Subject to the terms of this Agreement, or unless otherwise agreed by the parties, each arbitration pursuant to this Agreement shall be governed by the Arbitration Act, R.S.N.W.T., c. A-5 and all regulations thereto.

14.11 Except as otherwise provided in this Agreement, the arbitrator shall determine his or her own procedure and all questions relating to the conduct of the arbitration.

## 15. TERM

15.1 This Agreement is effective as of the date of the Orders in Council or Ministerial permission as set out in Article 19.1 setting aside the Lands as Reserve and expires on the Fifteen-(15) year anniversary of the Order in Council as set out in Article 19.1(a).

15.2 It is acknowledged that the Lands may not be simultaneously set aside as Reserve pursuant to this Agreement between the SRFN and Canada. This Agreement shall come into force and effect in respect of each portion of the Lands when set aside as a Reserve.

15.3 Notwithstanding Article 15.1, the parties agree to further extend this Agreement in increments of five (5) years, unless either party gives written notice to the other at least one (1) year prior to the expiry of the current term, of that party's intent to terminate, or otherwise amend the Agreement.

## 16. NOTICES

16.1 Any notice, demand, request or other communication which may be or is required to be given under this Agreement shall be in writing and delivered personally by leaving it at the offices of the other party or parties, or sent by registered mail, postage prepaid, and addressed as follows:

(a) to the SRFN:

Salt River First Nation  
P.O. Box 960  
FORT SMITH, NT  
XOE OPO

(b) to Fort Smith:

Town of Fort Smith  
P.O. Box 147  
FORT SMITH, NT  
XOE OPO

16.2 Any party may change its address for service by mailing a notice to the other parties setting out its new address for service.

16.3 Any notice sent in accordance with Article 16.1 is deemed to have been given on the day which it is delivered or, if mailed, then seventy-two (72) hours following the date of mailing, as the case may be. If postal service is disrupted then only personal delivery is effective.

## 17. GENERAL

17.1 The application, interpretation and enforcement of this Agreement shall be governed by the laws of the Northwest Territories and Canada. The Supreme Court of the Northwest Territories shall have jurisdiction in any proceedings regarding this Agreement.

17.2 If any provision in this Agreement is found to be invalid, illegal or unenforceable in any respect then the validity, legality or enforceability of the remaining provisions shall not be affected or impaired unless a determination of invalidity, illegality or lack of enforceability results in a failure of the essential purpose of the Agreement.

17.3 The parties agree to cooperate in exchanging and providing all information necessary to carry out in good faith the terms and conditions of this Agreement. The parties agree to execute and deliver any document, and make such appointments, and take any steps as may be reasonably necessary to give effect to this Agreement.

17.4 The rule of contra proferentem does not apply to this Agreement and the language in all parts of this Agreement shall be construed as a whole and neither strictly for or strictly against any of the parties.

- 17.5 This Agreement enures to the benefit of and is binding on the parties and their respective successors, administrators, and assigns.
- 17.6 The representations, warranties, covenants and agreements contained in this Agreement shall continue in full force and effect from the date of execution.
- 17.7 This Agreement contains the whole agreement between the parties in respect of the subject matters contained in this Agreement.
- 17.8 The headings in this Agreement are for convenience only and shall not effect the interpretation of this Agreement.
- 17.9 No waiver by or on behalf of either party of any breach of this Agreement shall bind that party unless it is expressed in writing and duly executed by that party. Any written and duly executed waiver shall not operate as a waiver of any future breach.
- 17.10 The Recitals and Schedules to this Agreement are incorporated into and form part of this Agreement.

## 18. AMENDMENT

- 18.1 This agreement may be amended from time to time by written agreement of the parties approved by resolution of the Chief and Councillors of the SRFN and by resolution of the Council of Fort Smith.

## 19. EFFECTIVE DATE

- 19.1 This Agreement becomes effective on the date of :
- (a) the first Order-Council setting aside any of the Lands as Reserve; and
  - (b) the Order-Council or Ministerial permission providing consideration under the Indian Act respecting access to certain portions of the Lands for the use of the public which Order or permission is substantially in the form attached as Schedule [F];
- whenever those both have occurred.
- 19.2 In the event the Effective Date is not achieved by March 1, 2005, either party may notify the other party in writing that unless the Effective Date is achieved within one year of the notice, this Agreement cannot come into effect.



**WE, THE PARTIES, HAVE SIGNED EIGHT COPIES OF THIS AGREEMENT AT  
FORT SMITH IN THE NORTHWEST TERRITORIES, THIS DAY OF [], 2000**

**SALT RIVER FIRST NATION**

**Chief:**

**Councilors:**

**TOWN OF FORT SMITH**

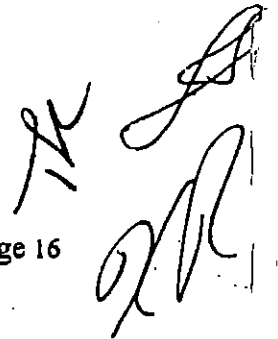
**Mayor:**

**SAO:**

**SCHEDULE "A"**

**The lands within Fort Smith to be set aside as Reserve following ratification of the Entitlement Agreement identified in red on the map attached.**

(referred to in the Municipal Services Agreement as the "Lands")

Handwritten signatures and initials in the bottom right corner, including a large stylized 'S' and other illegible marks.

## **SCHEDULE "B"**

**The lands within Fort Smith identified in blue on the map attached hereto as Schedule "B" which will become reserve land upon the acquisition of same by SRFN.**

(referred to in the Municipal Services Agreement as the "Lands")

**SCHEDULE "C"**

**List of Municipal Services to be provided by the Town of Fort Smith**

**Hard Services:**

**Water Supply & Distribution**

**Waste Water Collection & Disposal**

**Garbage Collection & Disposal**

**Landfill Site Operations/Maintenance**

**Public Works Services:**

- Road & Sidewalk Maintenance
- Drainage & Ditches
- Snow Removal & Street Sanding
- Street Lighting

**Protective Services:**

- Fire and Ambulance Services
- By-Law Enforcement
- Animal Control Services
- Emergency Services

**Community Services:**

- Cemeteries

**Soft Services:**

**Administrative/Legislative Services**

**Fiscal Services**

**Additional Services:**

**Such additional services as may benefit and be enjoyed by all of the residents of Fort Smith**

including members of the SRFN on the Lands.

Three handwritten signatures are located in the bottom right corner of the page. The top signature is a large, stylized loop. Below it are two smaller, more cursive signatures.

## SCHEDULE "D"

### List of bylaws of the Town of Fort Smith

<u>BYLAW NUMBER</u>	<u>TITLE OF BYLAW</u>
34-74	Firearms and Fireworks Control
2-77	Regulate Storage of Combustible Liquids
31-80	Amend Bylaw 34-74 (Firearms)
309	Amend Bylaw 34-74 (Firearms)
365	Fire Protection Bylaw
399	Emergency Response Plan Bylaw
420	Domestic Animal Control Bylaw
498	Adopt National Building Code of Canada as Standard
557	Noise Bylaw
578	Ambulance Bylaw
616	Traffic Regulation Bylaw
630	ATV Bylaw
637	Water & Sewer Bylaw
640	Amend Bylaw 616 (Traffic Regulation)
645	Dog Control Bylaw
659	Garbage Bylaw
667	Solid Waste Levy Bylaw
672	General Plan Bylaw(1 st reading)
673	Zoning Bylaw(1-st reading)


**SCHEDULE "E"**

**The Comprehensive all-risk liability Insurance Policy for a combined limit of no less than \$5,000,000 naming the SRFN or Fort Smith as an "Additional Named Insured."**

A handwritten signature in black ink, consisting of stylized, overlapping letters, likely initials or a full name, located in the bottom right corner of the page.

**SCHEDULE "F"**

**Order-in-Council or Ministerial Permission to Be Determined in the Course of Reserve  
Creation**

A handwritten signature in black ink, consisting of several loops and strokes, located in the bottom right corner of the page.



**APPENDIX "C"**  
**REGARDING THE TREATMENT OF PROGRAMS AND  
SERVICES FOLLOWING ON THE SETTLEMENT  
OF THE TREATY LAND ENTITLEMENT  
OF SALT RIVER FIRST NATION**

THIS AGREEMENT is dated for reference \_\_\_\_\_, 2001.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by the Minister of Indian Affairs and Northern Development  
(referred to as "Canada")

- and -

**GOVERNMENT OF THE NORTHWEST TERRITORIES**  
as represented by the Minister Responsible for Aboriginal Affairs  
(referred to as "GNWT")

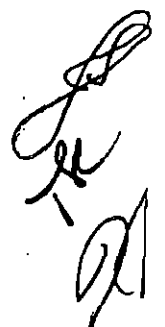
- and -

**SALT RIVER FIRST NATION #195**  
a Band recognized by Canada pursuant to the *Indian Act*  
as represented by its Chief and Councillors  
(referred to as "Salt River")

(Together Canada, GNWT and Salt River are here called the "parties")

**WHEREAS:**

- (A) A Settlement Agreement of the outstanding Treaty land entitlement was reached between Salt River and Canada and approved by the Eligible Voters of Salt River pursuant to a Ratification Vote;
- (B) The parties to this Agreement desire to record their agreement as to the treatment of programs and services consequent on the Settlement Agreement.

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**THEREFORE CANADA, GNWT AND SALT RIVER AGREE AS FOLLOWS:**

1. The parties will continue in tri-lateral discussions, as provided for below, to examine options for improving the administration, delivery and financing of programs and services to Members of Salt River, which may include participation in a regional process, when, and if, such a process begins.

Discussions, which may be initiated by any of the three (3) parties, after Reserve Creation, from time to time, shall in good faith address the following:

- (a) The impact on the financing and delivery of programs and services, including infrastructure and housing, of Salt River Members moving onto the Reserve.
- (b) The potential cost implications of such options for each of the parties.
- (c) An agreement on cost sharing and implementation of any mutually acceptable option.

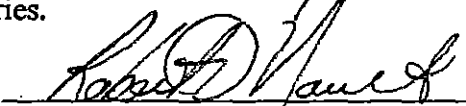
As soon as possible, the three (3) parties agree to negotiate and conclude Terms of Reference for, and to establish, a tri-lateral working group to implement the clauses in this Clause.

2. The parties have agreed amongst themselves that, subject to clause 1 of this Agreement, the GNWT programs and services available to Members after the Settlement Agreement will be those delivered and administered on the same basis as are available to all residents of the Northwest Territories ("GNWT P&S") subject to financial appropriation by each of Canada and the GNWT in the normal course for programs and services of the respective kinds offered by each of Canada and GNWT and subject to contribution agreements in place from time to time.

3. In delivering and administering GNWT P&S on Reserve, employees, agents, and independent contractors of the GNWT have the protection of all GNWT laws of general application, arrangements and policies made in furtherance and authorized by those laws in so far as those laws support and further the delivery and administration of the GNWT P&S.
4. Salt River or Canada or both, as required, will provide free access to the Reserves as is necessary for the GNWT and its employees, agents, and independent contractors to deliver and administer GNWT P&S.
5. Salt River appreciates and acknowledges that GNWT must provide GNWT P&S on Reserve under the laws, regulations and policies of the GNWT. Therefore, should Salt River pass a by-law that is approved by the Minister and which by-law contemplates in any part the subject matter of the programs and services comprising GNWT P&S on Reserve, from the coming into effect of that by-law, the GNWT is relieved of any obligation to deliver and administer GNWT P&S on Reserve which is the subject matter of that approved by-law.
6. Subject to clause 1 of this Agreement, Canada warrants that Members of Salt River ordinarily resident on Salt River reserves will be deemed residents of the Northwest Territories for the purposes of any fiscal funding agreements between Canada and the Government of the Northwest Territories.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty the Queen in Right of Canada, has executed this Agreement under his hand this 26 day of March, A.D. 2001, at the Minister's office of Hull, in the Northwest Territories.

Witness

  
Minister of Indian Affairs and  
Northern Development

IN WITNESS WHEREOF the Minister Responsible for Aboriginal Affairs, on behalf of the Government of the Northwest Territories has executed this Agreement under his hand this 22 day of January, A.D. 2001, at the City of Yellowknife, in the Northwest Territories.

[Signature]  
Witness

[Signature]  
Minister Responsible for Aboriginal Affairs

AND FURTHERMORE IN WITNESS WHEREOF THE SALT RIVER FIRST NATION #195 as represented by the Chief and Councillors, for themselves and on behalf of the Band, have executed this Agreement under their respective hands this 15 day of JANUARY, A.D. 2001, at the FORT SMITH, in the Northwest Territories.

Approved and passed at a duly convened meeting of the Council of the Salt River First Nation #195 this 15 day of JANUARY, A.D. 2001. H.B.

[Signature]  
Witness

[Signature]  
Chief

[Signature]  
Witness

[Signature]  
Councillor

[Signature]  
Witness

[Signature]  
Councillor

[Signature]  
Witness

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Councillor

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Councillor

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Witness

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Councillor

[Signature]  
[Signature]

**Final - 13 November 2001**

**SCHEDULE "C"**

**To**

**SALT RIVER FIRST NATION  
TREATY SETTLEMENT AGREEMENT  
Dated For Reference 13 November 2001**

**Phase II Lands**

Parcel # 5 Fort Smith Area

Parcel #11 Bell Rock

Parcel # 17 Tsu Lake

Parcel # 26 Bedareh

Parcel References are to those found in Schedule "N"

**Final - 13 November 2001**

**SCHEDULE "D"**

To

**SALT RIVER FIRST NATION  
TREATY SETTLEMENT AGREEMENT  
Dated For Reference 13 November 2001**

**SALT RIVER FIRST NATION  
RELEASE AND INDEMNITY OF CANADA**

In consideration of this Settlement Agreement and in particular the covenants contained herein, the Salt River First Nation, on its own behalf, and on behalf of all past, present or future Members of Salt River, and all past, present or future Members of Salt River claiming through any other Band and on behalf of their respective heirs, successors, administrators, and assigns (collectively "Salt River"), does hereby:

1. Affirm its adherence to Treaty No. 8 and the terms thereof.
2. Affirm that it has ceded, released and surrendered to Canada all claims, rights, title and interest to the lands that Salt River ever had, now has or may hereafter have, relating to or in any way arising from Salt River having joined in the cession made by Treaty No. 8 and without limiting the generality of this, all claims, rights, title and interest arising out of Treaty No. 8 relating to the Reserve Land Clause of Treaty No. 8 and the Ancillary Treaty Benefits Clause of Treaty No. 8.
3. Forever release and discharge Canada, any of its Ministers, officials, servants, agents, successors, employees and assigns from:
  - a. all obligations imposed on, and promises and undertakings made by Canada under Treaty No. 8 relating to the Reserve Land Clause of Treaty No. 8 or the Ancillary Treaty Benefits Clause of Treaty No. 8 in the Northwest Territories;
  - b. all obligations in respect of aboriginal title and rights relating to land which form part of the Settlement Agreement;
  - c. without limiting the generality of paragraphs 2 and 3(a) above, all other claims of any kind or nature whatsoever against Canada under or pursuant to Treaty No. 8 relating to the Reserve Land Clause of Treaty No. 8 or the Ancillary Treaty Benefits Clause of Treaty No. 8 or claims in respect of aboriginal title and rights relating to land which form a part of the Settlement Agreement within the Northwest Territories and the Province of Alberta;

- d. without limiting the generality of paragraph 2 and 3(a) above, all other claims of any kind or nature whatsoever against Canada under or pursuant to Treaty No. 8 based on the amount of land set apart by Canada as Indian Reserve for Salt River;
- e. all claims of any kind or nature whatsoever against Canada related to:
  - i. the quality or quantity of land to be set apart by Canada as Indian Reserve for Salt River; or
  - ii. arising from occupation of portions of the Settlement Lands such that Canada is unable to effect a transfer from the Government of the Northwest Territories transfer to Canada to enable Canada to fulfill its obligations under Treaty No. 8;
- f. all claims of any kind or nature whatsoever against Canada related to or arising from the existence of any third party interests in the Settlement Lands set apart as Indian Reserve under the Settlement Agreement;
- g. all claims of any kind or nature whatsoever which Salt River has now or may hereafter have relating to or arising from the fact that it did not receive or have the use and benefit of the lands to which it was entitled under Treaty No. 8 or in respect of aboriginal title and rights, relating to land including, without limitation, all claims resulting from damage of any kind or nature whatsoever alleged to have been suffered by Salt River as a result of the loss of use or benefit of such lands;
- h. all obligations or liability, whether fiduciary or otherwise, and all claims of any kind or nature whatsoever, whether known or unknown against Canada, relating to or arising from:
  - i. Salt River executing the Salt River Settlement Trust Agreement;
  - ii. the deposit, use, management or administration of, and any other dealings with respect to all monies governed by the Salt River Settlement Trust Agreement;
  - iii. the opening, use, management or administration of, and any other dealings with respect to all accounts established pursuant to the Salt River Settlement Trust Agreement;
  - iv. the deposit, use, management or administration of, or any other dealing with respect to the contributions paid or loans made by Canada to Salt River for the purpose of the negotiation of this agreement and the settlement of all claims by

reason of or in any way arising out of Treaty No. 8 relating to the Reserve Land Clause of Treaty No. 8 or the Ancillary Treaty Benefits Clause of Treaty No. 8 or claims in respect of aboriginal title and rights relating to land;

- i. all claims of any kind or nature whatsoever arising out of or relating to any letter or letters written or oral statements made by Canada to Salt River or its agents validating, accepting or acknowledging any claim of Salt River to reserve land or benefits pursuant to the Ancillary Treaty Benefits Clause of Treaty No. 8 to the extent that such claims are expressly released herein;
- j. all claims for or in respect of all costs, legal fees and disbursements, travel and expenses expended or incurred by Salt River or its representatives in relation to the negotiation, approval, execution and implementation of the Settlement Agreement and the settlement of all claims by reason of or in any way arising out of Treaty No. 8 relating to the Reserve Land Clause of Treaty No. 8 or the Ancillary Treaty Benefits Clause of Treaty No. 8;
- k. all claims for or in respect of expenses incurred by Salt River:
  - i. associated with discharging, replacing or accommodating third party interests;
  - ii. associated with the implementation of the Settlement Agreement including all costs incurred by Salt River in completing the ratification and approval process, in executing and delivering, and in carrying out all its obligations under the Settlement Agreement;
- l. all actions, causes of action, claims, suits, demands, damages, costs, expenses, liability, entitlements of whatever nature and kind whether known or unknown, and whether in law or in equity which Salt River ever had, now have, or may hereafter have against Canada by reason of or in any way arising from the fact that Salt River joined in the cession made by Treaty No. 8 and without limiting the generality of this, all claims, rights, title and interest arising out of Treaty No. 8 pursuant to the Reserve Land Clause of Treaty No. 8 or the Ancillary Treaty Benefits Clause of Treaty No. 8;
- m. all obligations or liability, whether fiduciary or otherwise and all claims of any kind or nature whatsoever relating to or arising from procedures involved in preparing for, and conducting the Ratification Vote including the preparation of the List of Eligible Voters.



4. In consideration of the compensation paid by Canada to Salt River and the mutual promises in the Settlement Agreement, Salt River also agrees not to assert any action, suit, claim or demand whatsoever, whether in law or in equity which Salt River may have, ever had, may now have or may in the future have against Canada and any of its Minister, officials, servants, employees, agents, successors and assigns with respect to the Reserve Land Clause of Treaty No. 8 or the Ancillary Benefits Clause of Treaty No. 8.
5. Salt River will indemnify Canada and any of its Ministers, officials, servants, employees, agents, successors, and assigns from any obligation, liability, duty, loss or damage whatsoever regarding or against any future claims for reserve lands or lands in severalty and ancillary Treaty benefits, brought against Canada, any of its Ministers, officials, servants, employees, agents, successors and assigns, by any person and whether or not on behalf of all or any Salt River Members, or persons successfully claiming to be entitled as Salt River Members, whether or not listed on the Band list as at the date of the posting of Notice of the Ratification Vote. Upon receipt of any such claims filed in a Court of competent jurisdiction or under the Specific Claims Policy, Canada will provide notice to Salt River.
6. Salt River further agrees and undertakes not to assert any cause of action or action for a declaration, claim or demand of whatever kind or nature which it ever had, now has, or may have against Canada relating to the Reserve Land Clause of Treaty No. 8 and the Ancillary Benefits Clause of Treaty No. 8.
7. Without limiting the foregoing, Salt River further agrees and undertakes to indemnify Canada against any claim made with respect to the funds paid or otherwise used pursuant to the Settlement Agreement and made subject to the Salt River Settlement Trust Agreement. Salt River agrees that Canada shall not have any responsibility or liability whatsoever for their safe custody, investment, management, preservation of capital, or for the rate of return obtained thereon or for any loss of the said funds in whole or in part whether through investment or otherwise.
8. If Canada should be held liable for any matter mentioned in the release or any waiver or for the Settlement Agreement in general as a result of legal action taken by Salt River, its successors or any persons, Salt River acknowledges that Canada may resort to Section 4.(2) of the Act with respect to Section 89 of the Act for the purposes of recovering from Salt River any judgment against Canada.

IN WITNESS WHEREOF THE SALT RIVER FIRST NATION #195 as represented by the Chief and Councillors, for themselves and on behalf of the Band, have executed this Release and Indemnity of Canada under their respective hands this 15 day of JANUARY, A.D. 2001, at the FORT SMITH, in the Northwest Territories.

Approved and passed at a duly convened meeting of the Council of the Salt River First Nation #195 this 15 day of JANUARY, A.D. 2001.

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Final - 13 November 2001

**SCHEDULE "E"**  
**To**  
**SALT RIVER FIRST NATION**  
**TREATY SETTLEMENT AGREEMENT**  
**Dated for Reference 13 November 2001**

**Form of Indian Act s. 28(2) Permit**  
**for Community Power Distribution Lines**

**C A N A D A**

**DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT**

**POWERLINE DISTRIBUTION SYSTEM**

**THIS PERMIT MADE:**

**BETWEEN**      **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by the Minister of Indian Affairs and Northern  
Development,

("Her Majesty")

**AND**            **THE NORTHWEST TERRITORIES POWER CORPORATION,** a  
body corporate incorporated under the *Northwest Territories Power*  
*Corproation Act*, 1988 R.S.N.W.T. c.N-2 and having its head office at the  
Town of Hay River in the Northwest Territories.

(the "Permittee")

**WHEREAS THE PERMITTEE** has applied for permission to use and exercise  
rights on portions of the whole of Indian Reserve No. [ ] in the Northwest Territories ("the  
Reserve"), which is an Indian Reserve within the meaning of the Indian Act, Chapter I-6,  
Revised Statutes of Canada, 1985, set apart for the use and benefit of the Salt River First Nation  
#195, a Band recognized by Canada pursuant to the *Indian Act* as represented by its Chief and  
Councillors (referred to as "Salt River") ("the Band"), for the purpose of exercising the rights  
hereinafter described;

**AND WHEREAS** by consent expressed pursuant to Section 28(2) of the Indian Act, the Band Council of the Salt River Band of Indians, for whose use and benefit the said Reserve has been set apart, has recommended approval of the said Application evidenced by Band Council Resolution No. [] attached hereto.

**WITNESSETH**, that in consideration of the sum of TEN DOLLARS (\$10.00) paid to Her Majesty by the Permittee, and the covenants of the Permittee herein contained, the Minister of Indian Affairs and Northern Development ("**the Minister**"), on behalf of Her Majesty, pursuant to Section 28 (2) of the said Act, hereby gives unto the Permittee, its servants, employees, contractors, agents and all others including the licensees of the Permittee from time to time the right, licence and authority to construct, install, erect, string, replace, operate, maintain and extend upon and remove from the said Reserve, poles with guy wires, brackets, cross-arms, insulators, transformers, ("**the Works**"), for the purpose of the distribution of electrical energy to customers on and off the Reserve, together with the right of free ingress and egress for all purposes incidental to this Permit.

**IT IS UNDERSTOOD AND AGREED** that the aforesaid rights, licence and authority is given subject to the following covenants and conditions agreed to by the parties, that is to say:

1. The period of this permit ("the Period") shall be for as long as required for any of the above activities commencing on the date of execution by the Minister unless terminated earlier by mutual consent of the band, the Minister and the Permittee.
2. 2.1 The Permit Area is all that portion of the Reserve as shown on the attached plan(s) or as shown on any updated plan(s) as submitted to the Minister by the Permittee, from time to time.

- 2.2 The Works are and will be located on the Reserve within, upon, over or under the Permit Area, as shown on the plan.
- 2.3 In the event that there are alterations to the works, the Permittee will provide updated "as-builts" to the Minister every five years on the anniversary date of this permit to allow the Minister to update his records in respect to changes to the Works.
- 2.4 The Permittee shall have the right to unload and store material on the Reserve at a site or sites mutually agreed upon by the Permittee and the Minister's representative and to roll and unroll wire thereon and do such other things or acts as may be accessory to or requisite for the purpose of properly constructing, erecting, installing, stringing, operating, replacing, maintaining, extending, excavating, laying, relaying, connecting, disconnecting, reconstructing, inspecting, repairing and removing the said Works.
- 2.5 The Works constructed, erected or installed by the Permittee within, upon or over the Permit Area shall be and remain the property of the Permittee.
3. This Permit is given solely for the aforesaid purposes and does not create any rights of tenancy or any possessory rights of exclusive use or occupation of the Permit Area by implication or otherwise.
4. The Permittee shall pay and discharge all rates, taxes, duties and assessments which shall during the currency of this Permit, be due and payable or be expressed to be due and payable in respect of the Works, the occupancy and use of the Permit Area by the Permittee or its rights to enter upon the Permit Area.

5. The Permittee will, at its own expense, promptly observe, perform, execute and comply with all applicable laws and regulations of every federal, territorial, or municipal authority or agency concerning the Permit Area or the Works constructed by the Permittee therein and thereon, including without limiting the generality of the foregoing, all relevant environmental legislation, regulations, guidelines and orders.
6. The rights given by this Permit shall not be assigned or otherwise transferred.
7. That the Permittee acknowledges that the rights or privileges hereby given may be, in part or parts, subject to prior rights or easements or rights-of-way and any encumbrance heretofore granted or made by the Minister. In each and every case the Permittee agrees to accept its rights and privileges subject to this Permit and subject to such other interest or interests as may now exist, and to save harmless and indemnify Her Majesty from any claim or claims that may be made in respect thereof.
8.
  - 8.1 The Permittee shall not fence the Permit Area or any part thereof, except as required by the *Electrical Protection Act* R.S.N.W.T. 1988, c. E-3 with respect to substation sites; power plants, storage tanks, etc.
  - 8.2 Her Majesty and all other persons having a lawful right to use the same will be allowed free access to and use of the Permit Area except as set out in clause 8.1 provided that Her Majesty and such other persons shall exercise reasonable care to prevent damage to the Works and except insofar as it may be necessary for the Permittee to use the Permit Area in the exercise of its rights, license and authority hereunder;
  - 8.3 Neither the Minister, the Band Council nor any member of the Band will erect buildings or structures upon, over or under the Permit area without the prior written consent of the Permittee, having been first sought and obtained.

9. The Permittee shall pay reasonable compensation for damages to improvements or crops arising from the placement of the Works in the Permit Area.
10. The Permittee may cut down any trees on the Reserve, which in its opinion might in falling or otherwise endanger the Works, paying to the Minister reasonable compensation for the value, if any, of the trees so cut down.
11. 11.1 Her Majesty shall not be liable or responsible in any way for any loss, theft, damage or injury to any improvements not caused by the negligence of Her Majesty's servants or agents upon the Permit Area howsoever caused.
- 11.2 The Permittee hereby releases Her Majesty, Her agents, servants, employees and Band members from any and all liability for loss or damage relating to actions, suits, damages, costs, claims and demands of any nature whatsoever, other than those losses or damages caused by the wilful acts or negligence of Her Majesty, Her agents, servants, employees or a member of the Band.
12. Where as a result of acts or omissions of the Permittee a nuisance exists, the Minister may, by written notice order the Permittee to abate the nuisance; if the Permittee fails to do so the Minister may take whatever steps may be necessary to abate the nuisance and the Permittee shall be liable for the cost thereof and the same may be collected in the same manner as other debts due the Crown.
13. The Permittee covenants not to deposit rubbish, waste materials, or any matter of an offensive nature anywhere on the said Indian Reserve except in such places at such time and under such conditions as may be designated by the Minister or his authorized representative.

14. That Her Majesty may, subject to such conditions as the Minister may deem proper for the protection of the rights hereby given to the Permittee, grant to any individual or company the right to enter upon the Permit Area or parts thereof to explore, search for and remove petroleum, natural gas or minerals and this right shall include the right to take onto the Permit Area such equipment as may be required for such operations, such rights granted shall be subject to any individual or company obtaining consent from the Permittee to enter upon the Permit Area or parts thereof.
15. That the Permittee shall keep the Permit Area in a condition satisfactory to the Minister or his authorized representative who may enter the Permit Area at all reasonable times to examine the condition thereof.
16. That no waiver on behalf of Her Majesty of any breach shall be binding unless the same is expressed in writing by the Minister, and any waiver so expressed shall extend only to that particular breach to which such waiver specifically relates and shall not be deemed to be a general waiver or to limit or affect the rights of Her Majesty or Her Successors according to law, with respect to any other or future breach.
17. Whenever it is required or permitted that notice or demand be given or served by either party, to or on the other, such notice or demand shall be sufficiently communicated if forwarded by Registered Mail, addressed as follows:

To the Minister at:

Director  
Lands, Revenues and Trusts  
Indian and Northern Affairs Canada  
Northwest Territories Region

Yellowknife, NT  
FAX: 867-



To the Permittee at:

**THE NORTHWEST TERRITORIES  
POWER CORPORATION**

which may be changed from time to time by either party serving notice as above provided. If any question arises as to whether any such notice was communicated to either party, it shall be deemed communicated on the day received or on the seventh (7th) day after it was mailed, whichever is earlier.

18. The Permittee and the Minister mutually covenant and agree that this Permit is given under Section 28(2) of the Indian Act, R.S.C., 1985, Chapter I-6, and the rights given hereby shall be construed as a license only and shall not be deemed to grant, convey or confer on the Permittee any right in rem or any estate or interest in the title to those portions of Indian Reserve No. [] designated the Permit Area.
19. Notwithstanding anything in this Permit contained, the Permittee on behalf of its officers, servants, agents, tenants, licensees, and invitees acknowledges and agrees that this Permit does not confer or give rise to any greater right or rights upon the Permittee, its officers, servants, agents, tenants, licensees, and invitees than the Minister is authorized to confer by sub-section 28 (2) of the Indian Act.
20. This Permit may be terminated by the Minister if the Permittee is in default in the performance of any of the terms, covenants or conditions herein contained and such default is not cured by the Permittee within thirty (30) days of written notice thereof given to the Permittee by the Minister's representative, provided, that Her Majesty shall nevertheless be entitled to recover from the Permittee any fees or charges then accrued or accruing, and moreover, that any right of action by Her Majesty against the Permittee in respect of any antecedent breach of any of the terms, covenants and conditions shall not thereby be prejudiced.

21. Upon the discontinuance of the exercise of the rights, licence and authority hereby given, the Permittee shall, when required to do so by the Minister's representative, restore the Permit Area to the same condition, so far as may be practicable so to do, as the same was in prior to entry thereon and use thereof by the Permittee.
22. The Permittee will at all times hereafter indemnify and keep Her Majesty indemnified against all claims, demand, actions, suits or other legal proceedings in respect of injury to or death of any person or persons, or damage to property occurring on the Reserve, by whomsoever made or brought against Her Majesty by reason of or arising out of:
- 22.1 the acts or omissions of the Permittee, its officers, servants, agents, tenants, licencees, and invitees while constructing, maintaining or operating the Works of the Permittee over the Permit Area;
  - 22.2 any act or omission on the part of the Permittee, its officers, servants, agents, employees, invitees, or independent contractors in respect of or in relation to the said works including the constructing, maintaining or operating the same;
  - 22.3 the escape of electric power resulting in fire, explosion or other cause whatsoever of electricity on the Reserve due to the said works;
  - 22.4 any act or omission on the part of any officers, servants, agents or employees in respect of or in relation to the said works on the Reserve, except to the extent such damages, injuries or death are caused or contributed to by the negligence of Her Majesty's servants, agents or employees.
23. 23.1 On the termination of this Permit, the Permittee shall upon written notice to do so by the Minister's representative, remove the Works at the Permittee's own

expense and restore the right-of-way to the reasonable satisfaction of the Minister's representative;

- 23.2 If the Permittee fails or neglects to remove the Works in accordance with sub-clause 20.1 above within one hundred and eighty (180) days of notice to do so or fails or neglects to restore the lands to a condition satisfactory to the Minister's representative, Her Majesty may forthwith and without notice to the Permittee, effect such removal and/or restoration at the Permittee's expense, and the Permittee covenants to reimburse Her Majesty for all costs of removal and restoration on demand, the termination of this Permit notwithstanding; or
- 23.3 Declare the Works to be the property of Her Majesty, and upon such declaration the Works shall vest in Her Majesty absolutely, without any claim for compensation by the Permittee.
24. That the Permittee will, at its sole cost and expense, maintain the Works in good repair to the satisfaction of the Minister's representative.
25. That the Permittee shall obtain approval from the Band Council prior to determining the route for constructing extensions or other alterations, as required from time to time to provide services to customers on the reserve(s).
26. That no member of the House of Commons will be admitted to any share or part of this Permit or to any benefit to arise hereunder.
27. Time shall be of the essence.

28. It is understood by and between the parties that this Permit represents the total Agreement between the parties and that all previous rights, privileges or covenants cease with the execution of this Permit.
29. This Permit may be amended from time to time by agreement in writing between the parties. No term in this Permit may be changed or waived except in writing. No waiver constitutes a continuing waiver unless expressed to be so.

AND IT IS FURTHER AGREED that this Permit shall be subject to the provisions of the Indian Act and Regulations established thereunder which may be in force or which may hereafter be made and established from time to time in that behalf by the Governor-in-Council including all prior grants made thereunder.

**IN WITNESS WHEREOF** the Parties have signed hereunder.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

**HER MAJESTY THE QUEEN in Right  
of Canada as represented by the Minister of  
Indian Affairs and Northern Development**

As to the signature of the Director  
Northwest Territories Region

**Director**  
**Northwest Territories Region**

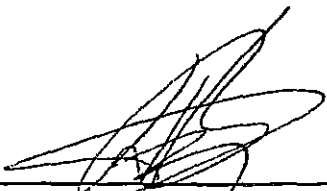
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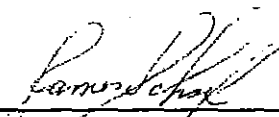
**THE NORTHWEST TERRITORIES  
POWER CORPORATION**

Y/M/D





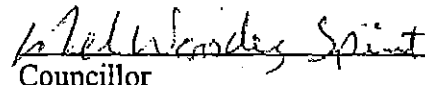
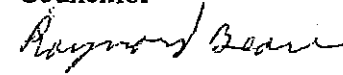
TITLE OF SIGNING OFFICER

IN WITNESS WHEREOF, the Chief and Council of the Salt River First Nation #195 in writing **HEREBY ACKNOWLEDGES AND DECLARES** that it has read and understood all the terms and conditions of this Permit, is advised by the Minister of Indian Affairs and Northern Development to obtain the advice of its lawyers before signing this Acknowledgement and Declaration and does not rely on the legal advice of anyone except its own legal counsel.

  
\_\_\_\_\_  
Witness as to the Signatures of  
the Chief and Council

  
\_\_\_\_\_  
Chief 10/01/04  
DD/MM/YY

\_\_\_\_\_  
Councillor  
  
\_\_\_\_\_  
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Councillor  
  
  
Councillor

DATED this 15 day of  
JANUARY, 2001 H.B.

**HER MAJESTY THE QUEEN IN  
RIGHT OF CANADA**

**AND**

**THE NORTHWEST TERRITORIES  
POWER CORPORATION**

---

**PERMIT**

---

*Handwritten initials:*  
TK  
JB  
21

Final - 13 November 2001

**SCHEDULE "F"**  
**To**  
**SALT RIVER FIRST NATION**  
**TREATY SETTLEMENT AGREEMENT**  
Dated For Reference 13 November 2001

**SOLICITOR'S CERTIFICATE**

I, Jerome N. Slavik, on behalf of Ackroyd, Piasta, Roth & Day, Barristers and Solicitors, of the Province of Alberta, state as follows:

1. **THAT I** am a member in good standing of the Law Society of the Northwest Territories.
2. **THAT** Ackroyd, Piasta, Roth & Day LLP has been retained by the Council of the Salt River First Nation ("Salt River") to act as independent legal counsel to Salt River to advise Salt River with regard to the legal issues arising from the claim, (as set out in the Settlement Agreement) and the negotiation, execution and delivery of Settlement Agreement including the consequences of the execution and implementation of the Settlement Agreement and the Settlement Trust (as described in the "Settlement Agreement"), and the preparation and execution of the Settlement Trust.
3. **THAT** Ackroyd, Piasta, Roth & Day LLP has provided Salt River, via the Chief and Council of Salt River, independent legal advice with respect to the legal issues arising from the claim and the negotiation, preparation, execution and delivery of the Settlement Agreement, and the preparation and execution of the Trust Agreement, including the deposit of the Compensation payable pursuant to the Settlement Agreement into the trust accounts established pursuant to the Settlement Trust rather than into an account for Salt River managed by the Department of Indian Affairs and Northern Development.
4. **THAT I**, or another lawyer from Ackroyd, Piasta, Roth & Day LLP familiar with the Settlement Agreement and Trust Agreement and a member in good standing of the Law Society of the Northwest Territories, was present at the following information meeting(s) which were called by Salt River for the purpose of explaining to the Members of Salt River the Settlement Agreement and Settlement

Location of Meeting(s):

Foot Smith  
Yellowknife  
Edmonton

Date(s) and Time(s):

Nov 30, 2001 6-9 p.m.  
Dec. 1, 2001 2-4:30 p.m.  
Dec 5, 2001 6-9 p.m.

5. **THAT I**, or another lawyer from Ackroyd, Piasta, Roth & Day LLP familiar with the Settlement Agreement and Settlement Trust, was present at the information meetings and made a presentation at the information meetings, in conjunction with Salt River's financial advisor, to the Members of Salt River then present, consisting of an overview of the terms and conditions of the Settlement Agreement and the Settlement Trust, including the deposit of the Compensation payable pursuant to the Settlement Agreement into the Trust Account established pursuant to the Settlement Trust which provided an explanation of the contents of the Settlement Agreement and the Trust Agreement to the Members of Salt River then present, and answered any relevant legal questions raised at the information meetings to the best of our professional ability.
6. **THAT IT** is understood and agreed by Canada that neither Ackroyd, Piasta, Roth & Day LLP nor any lawyer from Ackroyd, Piasta, Roth & Day LLP owe any type of legal or other duty or obligation to Canada and that providing this Certificate in no way alters this situation. Furthermore, that the representations set out in this Certificate are intended for the sole purpose of documenting the fact that Salt River has received, in the ways described above, independent legal advice in this process, and are not intended to create any additional duties, obligations or liabilities on our part to any of the parties to the Settlement Agreement or the Trust Agreement or to any third party with respect to the same.

DATED at Edmonton, Alberta this 16 day of January, 2009

Witness to the signature  
of Jerome N. Slavik

Skalala

Jerome N. Slavik  
Barrister & Solicitor



**Final - 13 November 2001**  
**SCHEDULE "G"**  
**To**  
**SALT RIVER FIRST NATION**  
**TREATY SETTLEMENT AGREEMENT**  
**Dated For Reference 13 November 2001**

**FINANCIAL ADVISOR'S CERTIFICATE**

I, **Allan J. Grykuliak** of Edmonton, Alberta, Chartered Accountant, state as follows:

1. **THAT I** am qualified to practice as a Chartered Accountant in the Northwest Territories and I am a member in good standing of the Institute of Chartered Accountants of the Northwest Territories.
2. **THAT I** have been retained by the Council of Salt River ("Salt River") to act as independent financial advisor to Salt River to provide financial advice to Salt River with regard to the Settlement Trust prepared in conjunction with the Final Settlement Agreement of Salt River First Nation which Final Settlement Agreement is dated 13 November 2001 (the "Settlement Trust").
3. **THAT I** have provided Salt River, via the Chief and Council of Salt River, independent financial advice of the kind included in the practice of public accounting (which does not include investment counselling) with respect to the Settlement Trust, the management and administration of the Compensation, and the deposit of the Compensation into the Trust Accounts established pursuant to the Settlement Trust rather than into an account for Salt River managed by the Department of Indian Affairs and Northern Development including, without limitation, financial advice which contrasts the potential rates of return, potential investment risks, and tax implications associated with placing the Compensation into the Trust Account rather than into an account managed by the Department.
4. **THAT I** was present at the following information meeting(s) which were called by Salt River for the purpose of explaining to the members of Salt River the Settlement Agreement and Settlement Trust:


Location of Meeting(s):

Date(s) and Time(s):


Fort Smith  
Yellowknife  
Edmonton

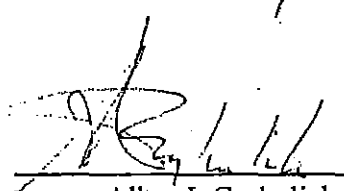
November 30, 2001 6-9pm  
December 1, 2001 2-4:30pm  
December 5, 2001 6-9pm

6. **THAT I** was present at the information meeting(s) and made a presentation at the information meeting(s), in conjunction with Salt River's legal counsel, to the members of Salt River then present, consisting of an overview of the terms and conditions of the Settlement Trust, including the deposit of the Compensation payable pursuant to the Settlement Agreement into the Trust Account established pursuant to the Settlement Trust rather than into an account for Salt River managed by the Department of Indian Affairs and Northern Development, which provided an explanation of the contents of the Settlement Trust to the members of Salt River then present, and answered any relevant financial questions raised at the information meeting(s) to the best of my professional ability.
7. **THAT IT** is understood and agreed by Canada that I do not owe any type of legal or other duty or obligation to Canada and that providing this Certificate in no way alters this situation. Furthermore, that the representations set out in this Certificate are intended for the sole purpose of documenting the fact that Salt River has received, in the ways described above, independent financial advice in this process, and are not intended to create any additional duties, obligations or liabilities on our part to any of the parties to the Settlement Trust or to any third party with respect to the same.

DATED at Edmonton, Alberta, this 12 day of January, 2002. 

Witness to the signature  
of Allan J. Grykuliak

  
L. Galesky

  
Allan J. Grykuliak  
Chartered Accountant

**Final - 13 November 2001**

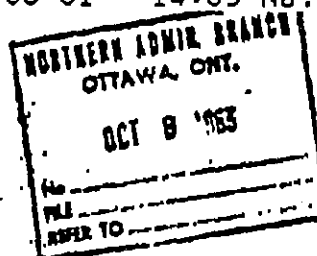
**SCHEDULE "H"**  
**To**  
**SALT RIVER FIRST NATION**  
**TREATY SETTLEMENT AGREEMENT**  
**Dated For Reference 13 November 2001**

**CANADA**  
**ORDER-IN-COUNCIL**

L2/5



PRIVY COUNCIL



File #  
75D05001  
OIC-1963-1456

AT THE GOVERNMENT HOUSE AT OTTAWA

THURSDAY, the 3rd day of OCTOBER, 1963.

PRESENT:

HIS EXCELLENCY

THE GOVERNOR GENERAL IN COUNCIL:

WHEREAS investigations recently carried out by the Northern Canada Power Commission, for the purpose of determining a suitable site for the development of hydro electric power for use at Pine Point in the Northwest Territories, indicate that portions of the Taltson River can be satisfactorily developed for this purpose;

AND WHEREAS as part of the proposed development it will be necessary to raise the natural water level of the said river by approximately thirty-five feet;

AND WHEREAS to facilitate access to the site of the proposed development and the use of nearby materials for construction purposes, and in order to avoid unnecessary claims for damages resulting from the raising of the water level, it is considered advisable to order the withdrawal from disposal under the Territorial Lands Act the under-mentioned tracts of land.

THEREFORE, His Excellency the Governor General in Council, on the recommendation of the Minister of Northern Affairs and National Resources, pursuant to paragraph (a) of section 18 of the Territorial Lands Act is pleased hereby to withdraw from disposal under the said Act, subject to the rights of the holders of mineral claims located on the said tracts and recorded in the office of the Mining Recorder before the date hereof, the undermentioned tracts of land, that is to say:

**Firstly**

All that tract of land situated in the District of Mackenzie in the Northwest Territories being bounded on the north by the parallel of latitude sixty degrees and thirty minutes; on the south by the parallel of latitude sixty degrees and twenty minutes; on the east by the meridian of longitude one hundred and eleven degrees and fifteen minutes; and on the west by the meridian of longitude one hundred and eleven degrees and twenty-eight minutes.

**Secondly**

All that tract of land situated in the District of Mackenzie in the Northwest Territories lying on either side of Taltson

*[Handwritten signature]*  
18  
21

- 2 -


River between Monacho and Tau lakes that would be covered by water were the level of said River to be raised thirty-five feet above the level of ordinary high water at any point; saving and excepting thereout and therefrom that land described under Firstly above;

Thirdly

All that tract of land situated in the District of Mackenzie in the Northwest Territories that would be covered by water were the level of Monacho Lake to be raised twenty-five feet above the level of ordinary high water,

the lakes and River mentioned above are as shown on the second editions of Map Sheets numbered seventy-five, D, E and F of the National Topographic System.

Certified to be a true copy.



CLERK OF THE PRIVY COUNCIL



**Final - 13 November 2001**

**SCHEDULE "I"**

**To**

**SALT RIVER FIRST NATION  
TREATY SETTLEMENT AGREEMENT  
Dated for Reference 13 November 2001**

***Agreement Respecting Indian Reserve Lands of the Salt River First Nation in Wood Buffalo  
National Park***

THIS AGREEMENT is dated for reference \_\_\_\_\_, 2001.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

as represented by the Minister of Canadian Heritage with responsibility for the Parks Canada Agency and as represented by the Minister of Indian Affairs and Northern Development

- and -

**SALT RIVER FIRST NATION**

a Band recognized by Canada pursuant to the *Indian Act*  
as represented by its Chief and Councillors

**WHEREAS:**

- A. In 1916 the ancestors of Salt River First Nation requested Indian Reserve land within the boundaries described in Schedule I of the Parks Act of what today is the land comprising the Park;
- B. Canada declined to provide Salt River with Indian Reserve land as requested as Canada desired to establish the Park as a means to protect the bison;
- C. Canada and Salt River desire the creation of Indian Reserve Lands within the Park boundaries as partial fulfilment of the outstanding Treaty Land Entitlement of Salt River;

- D. Parks Canada and Salt River seek to establish their shared objectives and a consultation framework in relation to use of Indian Reserve Lands and the lands and waters adjoining and abutting the Indian Reserve Lands within the Park;
- E. Canada and Salt River agree that, excepting monitoring of the Parks Agreement and continuing consultation costs, the creation of Indian Reserve Lands within the Park boundaries shall not oblige Parks Canada to undertake additional capital or operational costs nor to maintain current levels of maintenance or operations.
- F. Parks Canada and Salt River further desire to work co-operatively with the Smith's Landing First Nation in relation to land use and management issues affecting the proposed Indian Reserve of the Salt River First Nation which is to be located adjacent to an Indian Reserve of Smith's Landing at Pine Lake in the Park;
- G. Parks Canada and Salt River are committed to ongoing consultation with each other in relation to land use planning in respect of the Indian Reserve Lands and the adjacent lands within the Park; and
- H. Parks Canada and Salt River agree that Indian Reserve Lands will be managed with traditional care for the environment and in such a way as to preserve and protect the ecological integrity of the Park for the benefit of this and future generations of all Canadians.

**THEREFORE CANADA AND SALT RIVER AGREE AS FOLLOWS:**

**1 Annexes**

1.1 The attached Annex I is a part of the Parks Agreement:

1.1.1 Annex I - Maps showing the Indian Reserve Lands;

**2 Definitions**

2.1 In this Agreement:

2.1.1 "Act" means *Indian Act*, R.S.C., 1985, c. I-5 as amended;

2.1.2 "Additions to Reserve Policy" means the Additions to Reserves Policy of the Department of Indian Affairs and Northern Development, being Chapter 9 of the Land Management and Procedures Manual (1988), together with the bulletin dated November 17, 1997 issued by the Director of Lands or as may be amended or replaced from time to time;

2.1.3 "Canada" means Her Majesty the Queen in Right of Canada as represented by the Minister of Canadian Heritage with responsibility for the Parks Canada Agency, and, as represented by the Minister of Indian Affairs and Northern Development;

2.1.4 "Commercial Timber Harvesting" means the cutting or removal of any timber from the Indian Reserve Lands excepting timber for domestic use and subject to the preservation of specific tree stands for aesthetic and ecological reasons;



- 2.1.5 "DIAND" means the Minister of Indian Affairs and Northern Development;
- 2.1.6 "Indian Reserve Lands" means the four areas of land, including mines and minerals, identified as the Little Buffalo Site, the Pine lake Site, the Salt River Site and the Parsons Lake Site totaling approximately (3372.86 acres) (1364.96 hectares) as shown in Annex I;
- 2.1.7 "Park" means the land comprising the Wood Buffalo National Park in the Province of Alberta and the Northwest Territories described in Schedule I of the Parks Act;
- 2.1.8 "Parks Act" means the *National Parks Act*, R.S., c. N-13, s. 1 as amended;
- 2.1.9 "Parks Agreement" means this "Agreement Respecting Indian Reserve Lands in Wood Buffalo National Park" regarding lands now within the perimeter boundary of the Park to be set aside for the use and benefit of Salt River;
- 2.1.10 "Parks Canada" means the Parks Canada Agency, being an agency under the Department of Canadian Heritage;
- 2.1.11 "Pine Lake Site" means that parcel of land and water, including mines and minerals, identified on Annex I as the Pine Lake site;

**2.1.12 "Parsons Lake Site"** means that parcel of land and water, including mines and minerals, identified in Annex I as the Parsons Lake Site;

**2.1.13 "Salt River Site"** means that parcel of land and water, including mines and minerals, identified in Annex I as the Salt River Site;

**2.1.14 "Little Buffalo Site"** means that parcel of land, including mines and minerals, identified on Annex I as the Little Buffalo site;

**2.1.15 "Salt River"** means Salt River First Nation, a Band recognized by Canada pursuant to the Indian Act as represented by its Chief and Councillors; and

**2.1.16 "Treaty Entitlement Settlement Agreement"** means the Salt River First Nation Treaty Entitlement Settlement Agreement inclusive of all of its schedules.

### **3 Interpretation**

**3.1** Words or expressions used in the Parks Agreement which are not otherwise defined have the same meaning as in the Act, the Parks Act, or the Treaty Entitlement Settlement Agreement.

### **4 Indian Reserve Lands in the Park**

**4.1** Subject to the Additions to Reserve Policy and to appropriate amendments passed by Parliament to the Parks Act, the Indian Reserve Lands shall be excised from the Park.

- 4.2 Upon the Indian Reserve Lands being excised from the Park, the lands within Alberta will pass to Her Majesty the Queen in right of the Province of Alberta ("Alberta") pursuant to paragraph 14 of the Alberta Schedule to the Constitution Act, 1930 and Alberta will, subject to Alberta's undertaking, transfer the Indian Reserve Lands within Alberta back to Canada.
- 4.3 DIAND will take the necessary steps, as set out in the Treaty Entitlement Settlement Agreement to set apart the Indian Reserve Lands, including the lands within the NWT, as one or more Reserves for the use and benefit of Salt River by order, declaration, or other instrument of either the Minister of DIAND acting pursuant to any applicable federal legislation or, in lieu of such legislation, the Governor in Council.

**5 Uses and Prohibited Uses of Indian Reserve Lands by Salt River**

- 5.1 Parks Canada and Salt River have consulted with one another concerning the purpose for which the Indian Reserve Lands are to be used and agree that the use and benefit of the Indian Reserve Lands for Salt River includes:

5.1.1 Practicing and teaching traditional harvesting, spiritual and cultural activities;

5.1.2 Recreational use, and in particular, traditional activities such as camping and berry picking;

5.1.3 Seasonal or temporary accommodation for Band members, including trappers' cabins and summer camps;

5.1.4 Economic and commercial activities that are environmentally acceptable and compatible with the Park's management plan at that time, including, eco-tourism ventures, interpretive centers, outdoor education, and campgrounds; and

5.1.5 Such further or other uses as may be agreeable to the parties from time to time. Should such uses extend or have an impact beyond the Indian Reserve boundaries and not be covered by the park management plan, prior public consultation and an amendment to the park management plan would be required.

5.2 Parks Canada and Salt River have consulted with one another concerning the purpose for which the Indian Reserve Lands are to be used and agree that the use and benefit of the Indian Reserve Lands for Salt River does not include:

5.2.1 Hunting bison;

5.2.2 Commercial Timber Harvesting and commercial extraction of minerals or hydrocarbons;

5.2.3 Drainage into, or use of, Pine Lake which may result in degradation of the quality or quantity of its waters or environs; or

5.2.4 The following activities which are prohibited by statutes or regulations applicable to the Park including:

5.2.4.1 Use of a firearm within 100 metres of a road;

5.2.4.2 Use of a firearm within 800 metres of Pine Lake between April 1st and October 31<sup>st</sup> of any year; and

5.2.4.3 Hunting or trapping within 800 metres of Pine Lake between April 1st and October 31<sup>st</sup> of any year.

5.3 Subject to the Act, Salt River will enact bylaws in respect of the Indian Reserve Lands to ensure compliance with the Parks Agreement and public safety of its members and the visiting public in or adjacent to the lands in relation to harvesting and hunting activities.

5.4 Salt River agrees to give notice and consult with Parks Canada in respect of any proposed housing or facilities construction in the Indian Reserve Lands.

**6 Roads in the Indian Reserve Lands**

6.1 Existing public roadways, as shown on the maps in Annex I inclusive of a right of way of 100 feet (30.5 metres) on each side of the center line, which are under the jurisdiction of Parks Canada at the time of execution of the Parks Agreement will be surveyed out of the Indian Reserve Lands.

6.2 Salt River, alone or in conjunction with Smith's Landing First Nation, and subject to notice and consultation with Parks Canada, may plan, construct, and maintain a single access road through the Pine Lake Site connecting to the Fort Smith - Peace Point road. Parks Canada will determine the route and allow SRFN to construct

and maintain a road access at SRFN's cost through the Park lands in the vicinity of Kettle Point to connect to the proposed road within the Pine Lake Site.

- 6.3 Parks Canada shall not be responsible for the construction or maintenance costs of roads in the Indian Reserve Lands.
- 6.4 Aggregate sources for any roadway construction or maintenance through or within the Indian Reserve Lands shall come from outside the Park.
- 6.5 In the event that the proposed Indian Reserves include any hiking trails identified in the current WBNP management plan or visitor pamphlets, the SRFN hereby guarantees the continuation of unrestricted, free, public access to such trails.

## 7 Information Programs

- 7.1 Parks Canada and Salt River undertake to ensure that their respective public information programs emphasize the need to respect the Indian Reserve Lands as Indian lands.

## 8 Pine Lake Land Use Advisory Committee

- 8.1 Parks Canada, Salt River and Smith's Landing First Nation shall each appoint members to a Committee to be known as the Pine Lake Land Use Advisory Committee. The Committee shall strive for consensus and provide its advice to the respective Chiefs, Councils and the Park Superintendent on:

8.1.1 policies and procedures for its own administration as well as procedures for the fulfillment of its objectives;

8.1.2 policies and procedures in respect of:

8.1.2.1 environmentally prudent management of the Indian Reserve Lands and adjacent lands and waters within the Park;

8.1.2.2 monitoring and preservation of the quality of water at Pine Lake;

8.1.2.3 land use planning requirements including the preparation of a detailed land use plan prior to significant development on the Indian Reserve Lands;

8.1.2.4 hunting and public safety;

8.1.2.5 harmonization of policies, plans, regulations, and by-laws;

8.1.2.6 mitigation of any environmental or other conditions as may be required from time to time;

8.1.2.7 such further or other matters as may be required to enforce the Parks Agreement and ensure prudent and cooperative management in respect of adjoining lands under their administration.

8.2 Parks Canada, Salt River and Smith's Landing shall bear a proportionate share of the administrative costs of the Pine Lake Land Use Advisory Committee and shall

each bear their own costs in respect of their appointees to the Pine Lake Land Use Advisory Committee.

**9 Salt River, Parsons Lake and Little Buffalo Sites Land Use Planning**

- 9.1 Parks Canada and Salt River shall consult on environmental and safety related issues including fire control and prepare jointly agreed land use plans prior to undertaking any significant developments at the Salt River, Parsons Lake and Little Buffalo Sites. A specific focus for this consultation will be to ensure that any development or initiative ensures the protection of populations of valued wildlife species such as the red-sided garter snake, whooping crane and peregrine falcon which may be near to or travel over the Indian Reserves.
- 9.2 The authority for approving land use plans and passing environmental and safety related bylaws lies with the Chief and Council of Salt River pursuant to the Act.
- 9.3 The Park boundary shall be set at the Ordinary High Water Mark (OHWM) along the Salt River, Little Buffalo River and the Pine Lake shoreline.

**10 Environmental Assessment**

- 10.1 In the event that the *Canadian Environmental Assessment Act* ("CEAA") does not at the time apply to a particular initiative on the Indian Reserves contemplated by the Parks Agreement, but would apply within a National Park, Salt River will conduct an environmental assessment of the initiative in a manner comparable to that of the environmental assessments that are conducted pursuant to CEAA with respect to initiatives within National Parks. Costs of such assessments shall be attributed to the proponent.



**11**    **Conditions Precedent**

**11.1**    Conditions Precedent respecting the execution of this Parks Agreement are as follows:

**11.1.1** Parks Canada and Salt River have completed a public information process in respect of the residents of Fort Smith and other local communities, national environmental non-government groups, and other interested parties.

**11.2**    Conditions Precedent respecting the excision of Indian Reserve Lands from the Park are as follows:

**11.2.1** Pursuant to federal government commitments and standards, Parks Canada has completed an environmental assessment of the proposal for the establishment of Indian Reserve Lands from within the Park;

**11.2.2** Prior to final agreement on the boundaries, the Parties made their best efforts to identify and exclude any potentially contaminated sites from the proposed Indian Reserve Lands.

**12**    **Dispute Resolution**

**12.1**    Disputes under the Parks Agreement are subject to any dispute resolution process provided for in the Treaty Entitlement Settlement Agreement. Nonetheless, in the

spirit of this agreement, the Parties shall strive towards consensus and mediation prior to triggering a formal process in the event of a dispute.

**13    General**

**13.1    The Parks Agreement:**

13.1.1 Is binding upon and can be used by the successors and assigns of Canada and Salt River;

13.1.2 Will be interpreted according to the laws of Alberta for the three sites within that Province and of the Northwest Territories for the Little Buffalo Site.

13.1.3 Is subject to the general terms and conditions of the Treaty Entitlement Settlement Agreement including those provisions respecting amendments; and

13.1.4 Does not include the headings;

IN WITNESS WHEREOF the Minister of Canadian Heritage with responsibility for the Parks Canada Agency on behalf of Her Majesty the Queen in Right of Canada has executed the Parks Agreement under her hand this 22nd day of March, A.D. 200<sup>1</sup>, at the City of Quebec, in the Province of Quebec.

[Signature]

Witness

[Signature]

Minister of Canadian Heritage

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development on behalf of Her Majesty the Queen in Right of Canada has executed the Parks Agreement under his hand this 26 day of March, A.D. 2001, at the Minister's office of Hull, in the Province of Quebec.

[Signature]  
Witness

[Signature]  
Minister of Indian Affairs and Northern Development

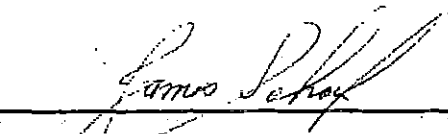
AND FURTHERMORE IN WITNESS WHEREOF THE SALT RIVER FIRST NATION #195 as represented by the Chief and Councillors, for themselves and on behalf of the Band, have executed the Parks Agreement under their respective hands this 15 day of JANUARY, A.D. 2001 at the FORT SMITH, in the Province of Alberta.

Approved and passed at a duly convened meeting of the Council of Salt River

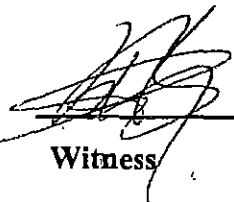
Band of Indians, this 15 day of JANUARY, A.D. 2001. <sup>H.B.</sup>



Witness



Chief



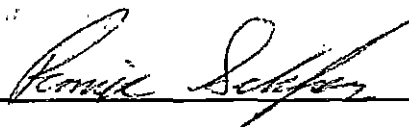
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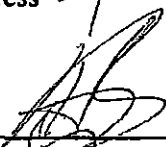
Councillor



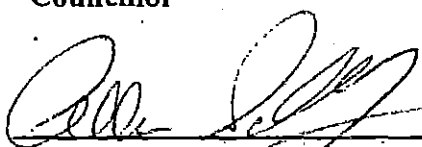
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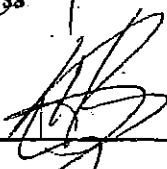
Councillor



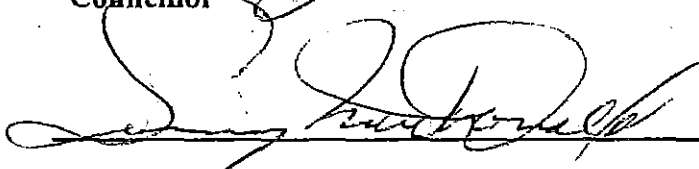
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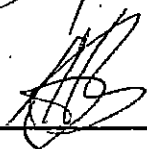
Councillor



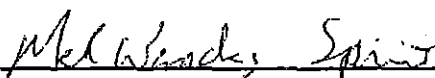
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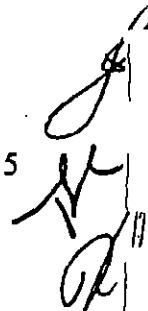
Councillor



Witness



Councillor



Witness

Councillor

ANNEX I

**Pine Lake (Map 1)**

Intended Uses as according to the Park Agreement

**Parsons Lake (Map 4)**

Primarily for eco-tourism and the practice of traditional activities. Cabins may be located adjacent to the lake.

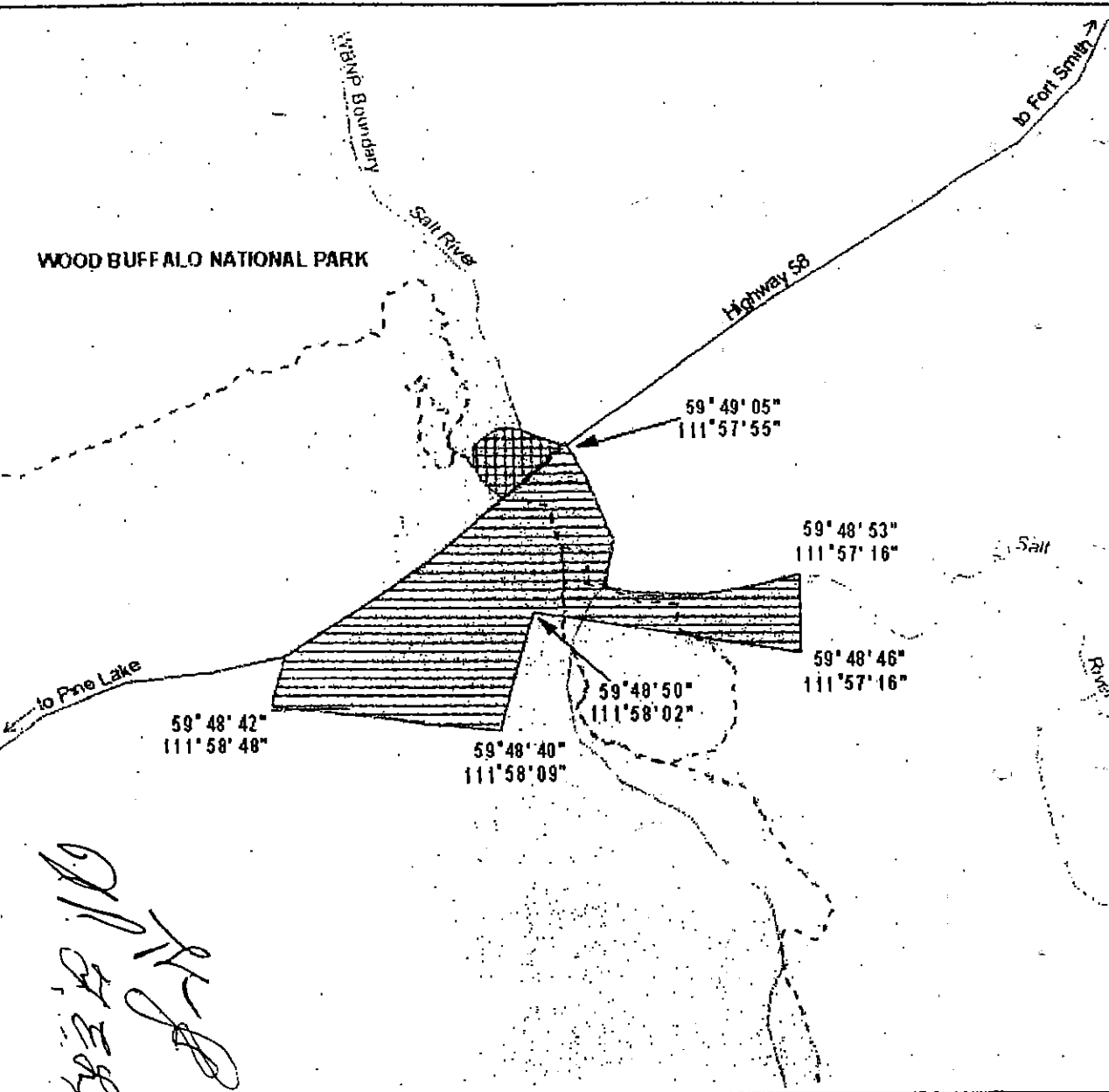
**Salt River (Map 3)**

Primarily as a site for offering visitors an appreciation of Dene culture and traditions. Traditional fishing practices along the Salt River would be continued.

**Little Buffalo River (Map 2)**

Primarily for eco-tourism through development of nature trails and linkage to the adjacent Territorial campground. Some visitor facilities such as roofed accommodation and food services may be provided.

AB



# **Salt River First Nation Proposed Indian Reserve Salt River Wood Buffalo National Park**


## **Claim Area**

 Salt River First Nation  
(0.4 sq km / 98.8 acres)


## **Legend**

 Wood Buffalo National Park

 Salt River Day Use Area

 Road

 Trail

 Water Body

Note: All coordinates refer to North American Datum 1927 (NAD 27)

August 10, 2000



**Canada**  
**Wood Buffalo National Park**

This is not a legal document

The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map.  
For illustrative purposes only.

*Handwritten signatures and initials:*  
J.L. 5/2/00  
K.S.

to Highway 5  
Parson's Tower

Parson's Lake Road

59°53'18"  
112°29'12"

59°53'02"  
112°27'59"

59°52'28"  
112°27'38"

59°52'41"  
112°29'42"

59°51'56"  
112°28'25"

to Pine Lake

# Salt River First Nation Proposed Indian Reserve Parson's Lake Wood Buffalo National Park

## Claim Area

 Salt River First Nation  
(2.4 sq km / 593 acres)

—— Road

- - - Trail

Note: All coordinates refer to North  
American Datum 1927 (NAD 27)

November 23, 2000



100 0 500 m

This is not a legal document

 Parks Canada  
Wood Buffalo National Park


The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map. For illustrative purposes only.

**Salt River First Nation  
Proposed Little Buffalo River, NT  
Indian Reserve  
Wood Buffalo National Park**

**Claim Area**

 Salt River First Nation  
(6.9 sq km / 1705.0 acres)

**Legend**

 WBNP  
— Highway  
— Road  
— Water Body

Note: All coordinates refer to North American Datum 1927 (NAD 27)

**August 10, 2000**



100 0 1000 m

**Canada**  
**Wood Buffalo National Park**  
This is not a legal document

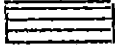

The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map. For illustrative purposes only.

AWT




# **Proposed Pine Lake Indian Reserves Wood Buffalo National Park**

## Claim Area

-  Salt River First Nation  
(3.95 km / 976.06 acres)
-  Smith's Landing First Nation  
(5.79 km / 1430.74 acres)

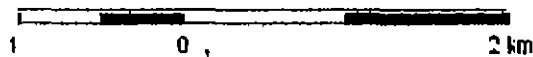
## Other Feature

- - - Trail or Cut Line
- Road
-  Parks Helipad

## Building

- Park Facility
- Private Cabin

Note: All coordinates refer to North American Datum 1927 (NAD 27)



Canada

August 1, 2000

Wood Buffalo National Park

This is not a legal document

The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map.  
For illustrative purposes only.

**Final - 13 November 2001**

**SCHEDULE "J"**

**To**

**SALT RIVER FIRST NATION  
TREATY SETTLEMENT AGREEMENT  
Dated For Reference 13 November 2001**

**Maps of Tsu Lake Facilities Area**

**Final - 13 November 2001**

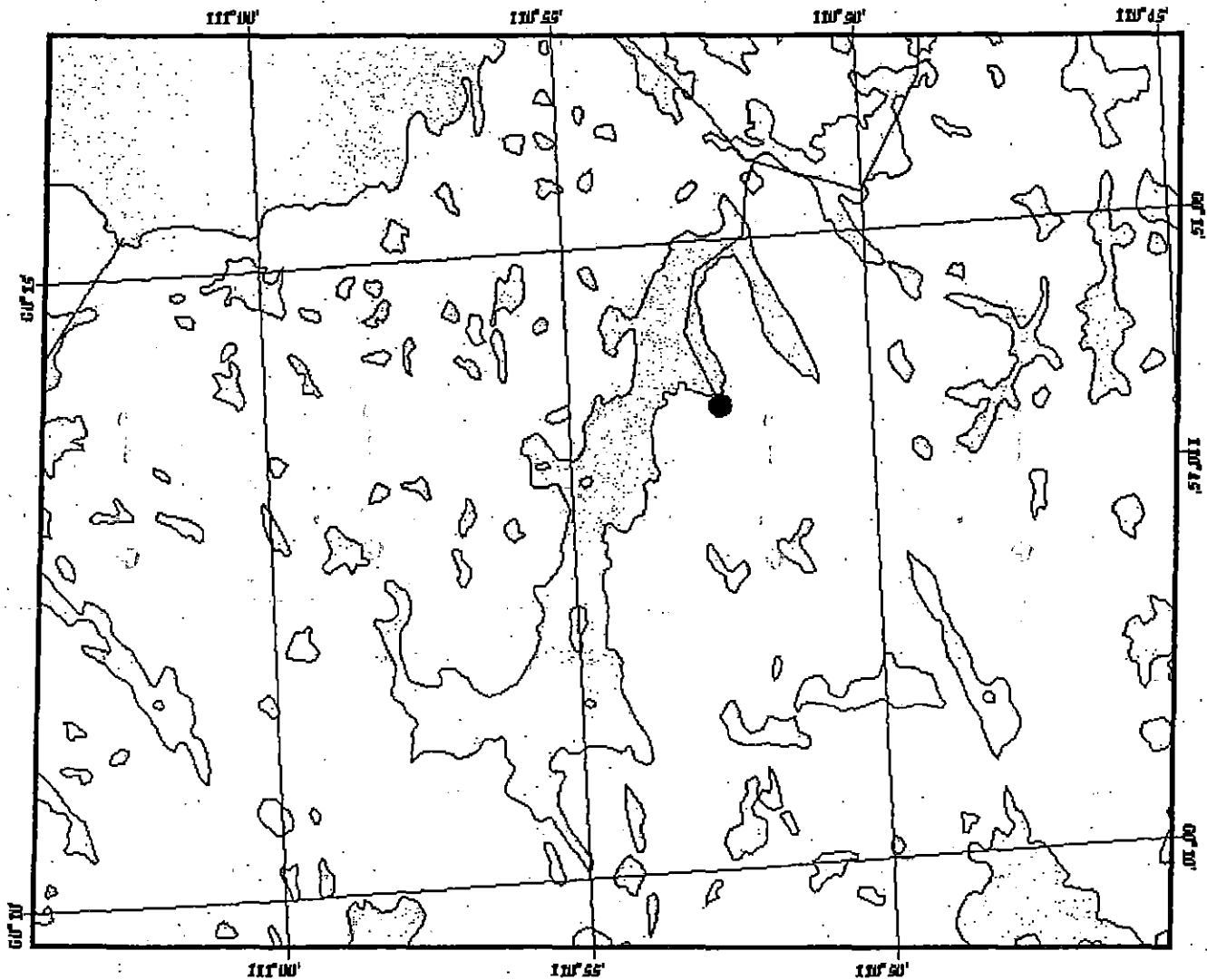
**SCHEDULE "K"**

**To**

**SALT RIVER FIRST NATION  
TREATY SETTLEMENT AGREEMENT  
Dated For Reference 13 November 2001**

**Maps of Hanging Ice Lake Facilities Area**

# Hanging Ice Lake, NT



4 0 4 8 Kilometers

RWED Patrol Cabin & Fuel Cache  
60 13 42 N 110 52 29 W



*[Handwritten signature]*

111°52'00"  
171000

111°51'30"  
171500








111°51'00"  
172000

111°50'30"  
172500

111°50'00"  
173000

# Tsu Lake Tower and Cabin Site Access Area

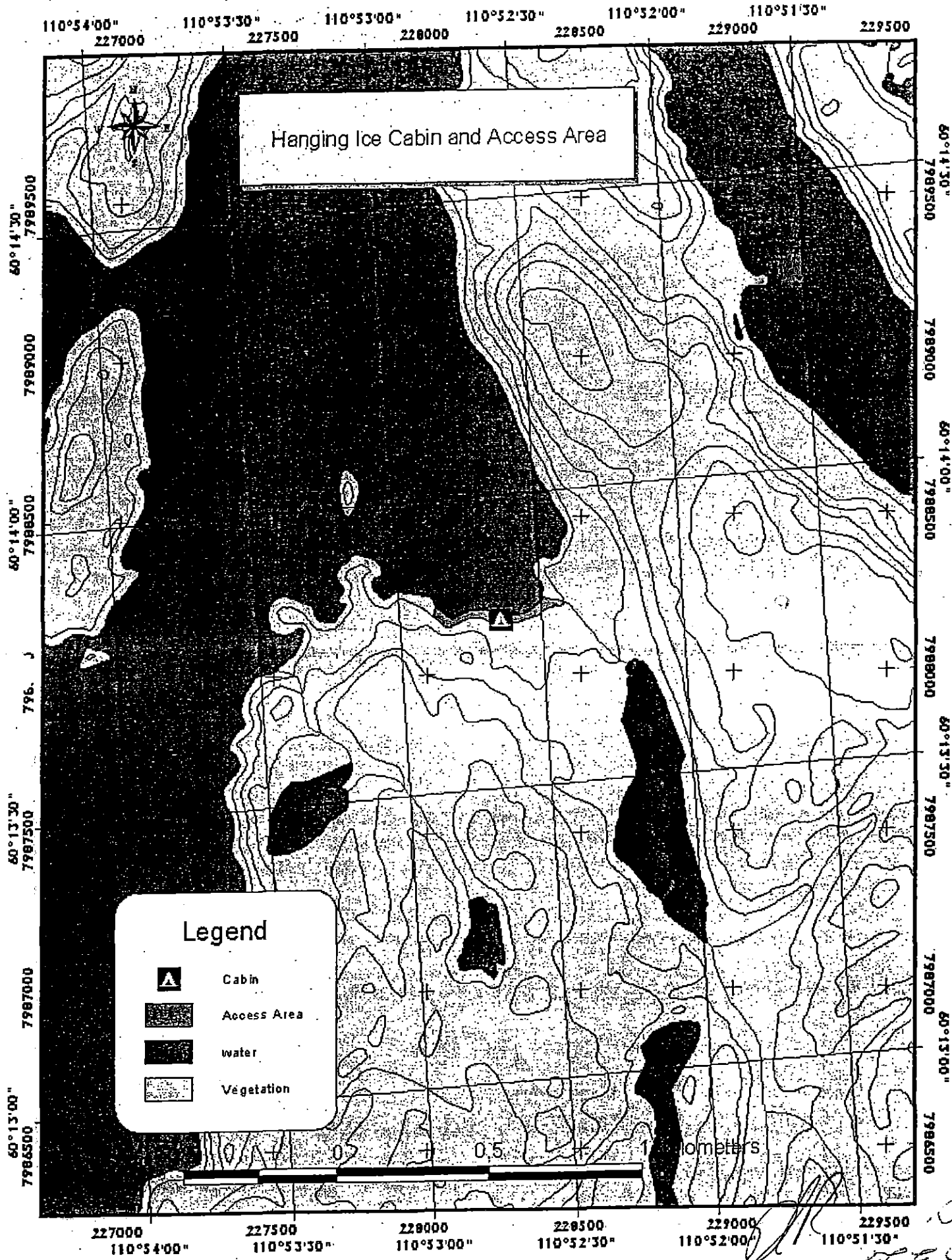
## Legend

-  Tower Site
-  Cabin Site
-  Access Area
-  Contour Lines
-  Vegetation
-  Sand
-  Water

0.2 0.4 Kilometers







110°52'50" 228000 228100 110°52'40" 228200 110°52'30" 228300 228400 110°52'20" 228500

# Hanging Ice Cabin and Fuel Cache Locations

## Legend



Fuel Cache



Cabin



Access Area



Contour Lines



water



Vegetation

0.05 0 0.05 0.1 Kilometers

228000

228100

228200

228300

228400

228500

110°52'50"

110°52'40"

110°52'30"

798500

798400

798300

798200

798100

798000

797900

60°13'50"

60°13'40"



## SCHEDULE "L" VOTING GUIDELINES

### 1 DEFINITIONS

In these guidelines:

- 1.1 **"Advance Vote"** means a vote by an Eligible Voter on the Ballot Question conducted according to these Voting Guidelines held prior to the Voting Day.
- 1.2 **"Ballot Question"** means the question asked of the Eligible Voters in the Ratification Vote.
- 1.3 **"Deputy Minister"** means the Deputy Minister, Department of Indian Affairs and Northern Development.
- 1.4 **"Eligible Voter"** means a SRFN Member 18 years or older at the Voting Day and who is a registered Indian.
- 1.5 **"Information Meeting"** means a meeting at which Salt River's legal counsel, financial advisor, and any other persons as requested by the Council, including representatives of the Department of Indian Affairs and Northern Development and the Government of the Northwest Territories, will explain the Claim and the nature and effect of the proposed Settlement Agreement and Trust Agreement to all Eligible Voters in attendance.
- 1.6 **"List of Eligible Voters"** means the Salt River list of Eligible Voters or the revised Salt River list of Eligible Voters, as the context requires.
- 1.7 **"Majority of Eligible Voters"** means fifty percent (50%) plus one (1) of Eligible Voters.
- 1.8 **"Notice of Vote"** means a notice to Eligible Voters of the Ratification Vote and related matters substantially as provided for in Article 4.
- 1.9 **"Ratification Officer"** means a person, other than an Eligible Voter or a person related to an Eligible Voter, who is designated by the Regional Director General, Northwest Territories Region, of the Department of Indian Affairs and Northern Development to oversee the conduct of the Ratification Vote.

- 1.10 **"Ratification Vote"** means a vote by the Eligible Voters on the Ballot Question conducted according to these Voting Guidelines.
- 1.11 **"Regional Director General"** means the Regional Director General, NWT Region, Department of Indian Affairs and Northern Development.
- 1.12 **"Voting Days"** means the two consecutive days set by the Ratification Officer in consultation with the Council for holding the Ratification Vote but does not include the day of any Advance Vote.
- 1.13 Any words defined in the Settlement Agreement and Trust Agreement will have the same meaning in these Voting Guidelines, except as otherwise indicated.
- 1.14 In calculating the number of days between two events, the day on which the first event happens is excluded, and the day on which the second event happens is included.
- 1.15 Words in the singular include the plural and words in the plural include the singular.

**2 BAND COUNCIL RESOLUTION**

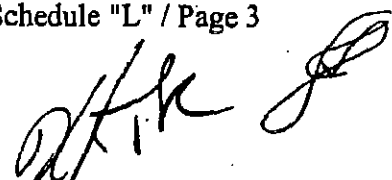
- 2.1 By SRFN Council Resolution, the Council will resolve to:
  - 2.1.1 request the Regional Director General to designate a Ratification Officer and order that the Ratification Vote be taken by secret ballot in accordance with these Voting Guidelines;
  - 2.1.2 approve the Notice of Vote;
  - 2.1.3 set the date of the Advance Vote and the Voting Days and locations of Polling Stations;
  - 2.1.4 recommend the acceptance of the Settlement Agreement and the Trust Agreement to the Eligible Voters; and
  - 2.1.5 appoint interpreters.

**3 DESIGNATION OF RATIFICATION OFFICER AND APPOINTMENT OF ASSISTANT**

- 3.1 The Ratification Officer must be designated prior to posting the Notice of Vote.
- 3.2 A Deputy Ratification Officer may be designated by the Regional Director General at any time prior to the Ratification Vote.
- 3.3 The Deputy Ratification Officer may carry out any or all of the duties of the Ratification Officer including those duties set out in these Voting Guidelines.
- 3.4 The Ratification Officer may appoint an Assistant and may delegate any of his or her duties set out in these Voting Guidelines to the Assistant except those duties set out in Articles 12 and 13. Upon the appointment of an Assistant, the Ratification Officer and Assistant will execute an "Appointment of an Assistant" in substantially the form attached as Appendix "A".

**4 NOTICE OF RATIFICATION VOTE.**

- 4.1 The Ratification Officer will post a Notice of Vote substantially in the form attached as Appendix "B" at least 30 days prior to the Voting Days.
- 4.2 The Ratification Officer, in consultation with Council, will post the Notice of Vote in public locations which are likely to be visited by Eligible Voters where it can be read by the Eligible Voters and advertise the Notice of Vote in local newspapers in locations where a significant number of Eligible Voters reside, and if appropriate, on radio and/or television.
- 4.3 The Notice of Vote will contain the following information:
  - 4.3.1 the dates, place and time of the Information Meetings;
  - 4.3.2 the dates, place and time of the Ratification Vote, including any Advance Vote;
  - 4.3.3 the Ballot Question;
  - 4.3.4 instructions for obtaining a copy of the Settlement Agreement and the Trust Agreement which will be made readily available to the Eligible Voters upon request; and
  - 4.3.5 the name of the Ratification Officer and his or her office address and telephone number.
- 4.4 A copy of the List of Eligible Voters will be attached to the Notice of Vote.

A handwritten signature in black ink, appearing to be "A. H. K." followed by a flourish, is located in the bottom right corner of the page.

- 4.5 The Ratification Officer in consultation with Council, will ensure that the vote will be held on a date when most Eligible Voters will be available to vote, taking in account seasonal absences and school or statutory holidays.

**5 LIST OF ELIGIBLE VOTERS AND REVISIONS**

- 5.1 The Ratification Officer, in consultation with Council, will ensure that the preliminary List of Eligible Voters is prepared and confirmed by a Council Resolution, from the Eligible Voters List maintained by the Department of Indian Affairs and Northern Development.
- 5.2 An Eligible Voter may apply to the Ratification Officer within ten days of posting of the List of Eligible Voters attached to the Notice of Vote to have the List of Eligible Voters revised if such an Eligible Voter believes that:
- 5.2.1 the name of an Eligible Voter has been omitted from the List of Eligible Voters; or
- 5.2.2 the name of an Eligible Voter is incorrectly set out or should not be included on the List of Eligible Voters.
- 5.3 An Eligible Voter may, up to and including the Voting Day, apply to the Ratification Officer to have his or her name added to the List of Eligible Voters if that Eligible Voter can provide adequate proof of identification, age and affiliation with Salt River.
- 5.4 An Eligible Voter may provide proof of affiliation with Salt River in the form of a written statement by the Chief or Councillor, or in the form of a declaration made under oath by another Eligible Voter, confirming their identity with Salt River.
- 5.5 Where the Ratification Officer is satisfied that a revision is necessary to the List of Eligible Voters, he or she will make the revision and such revision will be final.

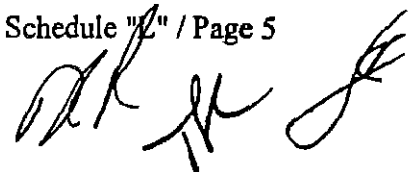
**6 INFORMATION MEETINGS**

- 6.1 The Council, in consultation with the Ratification Officer, will set the dates, places and times for the two (2) Information Meeting(s) to be held at locations set by the Council and provide such further handouts and/or information circulars as are requested by the Ratification Officer.

- 6.2 At least one Information Meeting will be held at least fourteen (14) days after posting the Notice of Vote. The Information Meetings cannot be held at the same time as the Ratification Vote.
- 6.3 The Information Meetings will be open to all Eligible Voters and will be attended by members of Council who were involved in negotiating the Settlement Agreement and by Salt River's legal counsel and financial advisor.
- 6.4 The Ratification Officer shall attend the Information Meetings to answer any questions on the voting procedure. Any representative of Canada or the Government of the Northwest Territories may attend the Information Meetings.
- 6.5 The Council will appoint interpreters who will translate the information presented at the Information Meetings to those Eligible Voters who require translation.
- 6.6 The Ratification Officer will make reasonable efforts to ensure that minutes of the Information Meetings are prepared and that a copy of the minutes are provided to Council and the Department.

## **7 PRELIMINARY PROCEDURES**

- 7.1 The Ratification Officer, in consultation with Council, will:
  - 7.1.1 designate the locations of the voting station(s) and the times for voting, taking into account the residence of the Eligible Voters;
  - 7.1.2 prepare sufficient copies of the Ballot Question which will be uniform in size, appearance, quality and weight;
  - 7.1.3 obtain a sufficient number of ballot boxes;
  - 7.1.4 provide a voting booth at the voting station where the Eligible Voter can mark the Ballot Question free from observation;
  - 7.1.5 provide a sufficient number of lead pencils for marking the Ballot Question;
  - 7.1.6 ensure that samples of the Ballot Question are posted or available for examination by Eligible Voters at the voting station; and
  - 7.1.7 ensure that a Commissioner for Taking Oaths or Notary Public will be available as required.



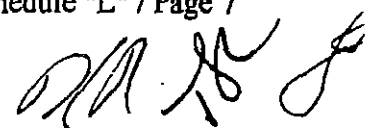
**8 ADVANCE VOTES**

- 8.1 An Advance Vote may be held and, if so, will be conducted, subject to Articles 8.2.1 and 8.2.2 and to the extent as may be applicable, in the same manner as the Ratification Vote on the Voting Days.
- 8.2 Immediately after the close of an Advance Vote, the Ratification Officer, in front of those persons who may be present, will:
  - 8.2.1 seal the ballot box and place his or her signature on the seal in front of a witness; and
  - 8.2.2 ensure that the witness executes a "Statement of Witness" in substantially the form attached as Appendix "E".
- 8.3 The Ratification Officer will execute a "Declaration of Ratification Officer" in substantially the form attached as Appendix "F".
- 8.4 The Ratification Officer will retain custody of the ballot box and ensure that the ballot box remains sealed and is not opened until Ratification Vote on the Voting Day.

**9 MAIL-IN VOTING**

- 9.1 The Ratification Officer or the assistant shall send by mail, a mail-in ballot package, as soon as is practicably possible and at least fourteen (14) days prior to the Voting Days, to each Eligible Voter who is on the List of Eligible Voters; and
  - 9.1.1 has contacted the Ratification Officer no later than ten (10) days prior to the Voting Days and has requested that a mail-in ballot package be sent to him or to her; or
  - 9.1.2 on whose behalf the Council has contacted the Ratification Officer no later than ten (10) days prior to the Voting Days, having provided correct address information and requested that a mail-in ballot package be sent to him or to her.
- 9.2 An Eligible Voter who returns the mail-in ballot forfeits the right to cast a vote in person at the Ratification Vote.

- 9.3 An Eligible Voter who votes in person forfeits the right to cast a vote by mail-in ballot at the Ratification Vote.
- 9.4 A mail-in ballot package shall include:
  - 9.4.1 a ballot with the initials of the Ratification Officer affixed;
  - 9.4.2 an envelope in which the ballot may be sealed and a second envelope which is pre-addressed to the Ratification Officer and in which the Eligible Voter is to enclose the ballot envelope and the Declaration referred to in subparagraph 9.4.6;
  - 9.4.3 a copy of the proposed Settlement Agreement;
  - 9.4.4 a copy of the proposed Trust Agreement;
  - 9.4.5 a letter of instructions from the Ratification Officer and an information letter from the Chief;
  - 9.4.6 a copy of the Declaration substantially in the form set out in Appendix "C"; and
  - 9.4.7 a summary of the Settlement Agreement prepared by Council
- 9.5 The Ratification Officer or the Assistant shall place a mark opposite the name of every Eligible Voter on the List of Eligible Voters to whom a mail-in ballot package has been sent.
- 9.6 Every Eligible Voter receiving a mail-in ballot package will:
  - 9.6.1 mark his or her Ballot Question by placing an "X" in the respective box associated with either the word "YES" or the word "NO";
  - 9.6.2 fold the ballot so as to conceal the mark on the face of the Ballot Question but so as to expose the initials of the Ratification Officer on the back of it, and place the Ballot Question so folded in the Ballot envelope and seal the ballot envelope;
  - 9.6.3 place the ballot envelope in the return envelope pre-addressed to the Ratification Officer;

A handwritten signature in dark ink, appearing to be a stylized name or set of initials, located at the bottom right of the page.

- 9.6.4 complete and sign the Declaration included therein before a witness who has attained the full age of eighteen years and is not a relative of the Eligible Voter, and the witness shall then also sign the Declaration;
- 9.6.5 place the Declaration in the return envelope and then seal the return envelope; and
- 9.6.6 make arrangements for delivery or mailing of the sealed return envelope to the Ratification Officer at the address specified on the return envelope so that such sealed return envelope shall be received by the Ratification Officer prior to the close of the last poll.

9.7 Upon receiving a return envelope prior to the closing of the last poll, the Ratification Officer or the Assistant shall, in the full view of at least two (2) other persons present, place on the List of Eligible Voters, a mark opposite the name of the Eligible Voter to whom a mail-in ballot package was sent, indicating that the Eligible Voter's ballot has been received by the Ratification Officer.

9.8 Prior to closing the last poll, the Ratification Officer or the Assistant, in the full view of at least two (2) other persons present, shall, in respect of each return envelope delivered to the Ratification Officer or the Assistant prior to closing the poll, shall open the return envelope, the Ratification Officer or the Assistant shall place on the List of Eligible Voters an appropriate mark opposite the name of that Eligible Voter and determine that a Declaration substantially in the form set out in Appendix "C" is enclosed therein and ascertain by examination that the Declaration enclosed therein has been completed and is properly executed; and

9.8.1 if the Declaration enclosed in the return envelope is in acceptable form and has been completed and executed as required, the Ratification Officer or his Assistant shall open the ballot envelope and without unfolding the ballot or in any way disclosing the mark made by the Eligible Voter, and verify that the ballot bears the initials of the Ratification Officer and the Ratification Officer or the Assistant shall deposit the ballot into one of the ballot boxes and place a line through without obliterating, the name of the Eligible Voter on the List of Eligible Voters; or

9.8.2 if no declaration was enclosed in the return envelope or if the Declaration enclosed therein was not in acceptable form or has not been so completed and executed as required under 9.6, the Ratification Officer or the Assistant shall make an entry on the List of Eligible Voters opposite the name of the Eligible Voter that no Declaration was enclosed in the return envelope or that the Declaration enclosed was not in proper form or was



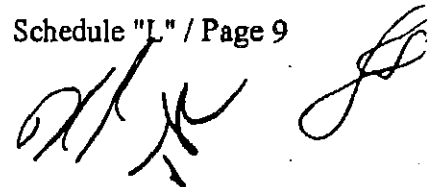


not completed and executed as required, the Ratification Officer or the Assistant shall mark the ballot envelope of the Eligible Voter "IMPROPER MAIL-IN BALLOT" and place a line through, without obliterating, the name of the Eligible Voter on the List of Eligible Voters and shall neither open the ballot envelope nor deposit the Ballot Question enclosed therein in a ballot box, and this ballot shall not be counted as a Vote.

- 9.9 For the purposes of paragraph 13.1, the Ratification Officer or the assistant shall make such enquiries as he or she, in his or her sole discretion deems necessary to ascertain the current address of the Eligible Voter described in that paragraph, and shall send the mail-in ballot package to that address or the Eligible Voter's last known address as circumstances may require, but if no address can be ascertained or no confirmation of receipt is obtained, the Ratification Officer shall so inform the Salt River Council and record this fact on the List of Eligible Voters opposite the name of the Eligible Voter, and the Ratification Vote shall be held notwithstanding the failure to send or deliver mail-in ballot packages.

## 10 VOTING PROCEDURES

- 10.1 The voting station shall be kept open from 9:00 a.m. until 8:00 p.m. on the Voting Days.
- 10.2 All voting will be by secret ballot only.
- 10.3 The Council will appoint interpreters who will translate the Ballot Question and all communication with the Ratification Officer for those Eligible Voters who require translation for the Ratification Vote. The interpreters appointed by Council will, before performing his or her duties as set out herein, execute the Oath of Interpreter in substantially the form attached as Appendix "H".
- 10.4 The Ratification Officer will:
- 10.4.1 open the ballot box and ask an Eligible Voter to witness that the ballot box is empty before any vote is cast;
  - 10.4.2 properly seal the ballot box and place his or her signature on the seal in front of the witness, and ask the witness to place his or her signature on the seal;
  - 10.4.3 place the ballot box in view for the reception of the ballot papers;

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

- 10.4.4 execute a "Declaration of Ratification Officer" in substantially the form attached as Appendix "D"; and
- 10.4.5 ensure that the witness executes a "Statement of Witness" in substantially the form attached as Appendix "E".
- 10.5 The Ratification Officer, after being satisfied that a person is an Eligible Voter, will:
  - 10.5.1 affix his or her initials on the back of the ballot so that the initials can be seen when the ballot is folded; and
  - 10.5.2 provide the Eligible Voter with that ballot.
- 10.6 The Ratification Officer will place a line through the name of or otherwise identify every Eligible Voter on the List of Eligible Voters who receives a ballot.
- 10.7 The Ratification Officer will explain the method of voting upon request.
- 10.8 If requested by an Eligible Voter who:
  - 10.8.1 is not able to read;
  - 10.8.2 is incapacitated by blindness or other physical cause; or
  - 10.8.3 requires assistance for any other reason;the Ratification Officer will assist that Eligible Voter by marking his or her ballot as directed by the Eligible Voter and the Ratification Officer will immediately fold and deposit it into the ballot box.
- 10.9 In the circumstances described in Article 10.8, the Ratification Officer, after assisting the Eligible Voter, will make an entry on the List of Eligible Voters opposite the name of the Eligible Voter indicating that the ballot was marked by the Ratification Officer at the request of the Eligible Voter and the reason for the Eligible Voter's request.
- 10.10 Except as provided in Article 10.8, every Eligible Voter receiving a ballot will:
  - 10.10.1 proceed immediately to a voting booth;

- 10.10.2 mark the ballot by placing a cross ("X") either in the box marked "YES" or in the box marked "NO";
- 10.10.3 fold the ballot to conceal the mark and to expose the initials of the Ratification Officer; and
- 10.10.4 immediately give the folded ballot to the Ratification Officer who, without unfolding it, will:
  - 10.10.4.1 verify his or her initials;
  - 10.10.4.2 tear off the perforated strip, if any; and
  - 10.10.4.3 deposit the ballot into the ballot box.
- 10.11 An Eligible Voter who receives a soiled or improperly printed ballot, or who accidentally spoils his or her ballot when marking it, will, upon returning it to the Ratification Officer, be entitled to receive another ballot. The returned ballot will be recorded as spoiled and will not be counted as a ballot.
- 10.12 An Eligible Voter who receives a ballot and does not return it to the Ratification Officer will forfeit the right to vote and will not be counted as having voted. The Ratification Officer will make an entry on the List of Eligible Voters stating that the Eligible Voter left the voting booth without delivering the ballot.
- 10.13 At the time set for closing the poll, the Ratification Officer will declare the poll closed, and entry will be denied to the voting station until all remaining Eligible Voters at the voting station at that time have voted.
- 10.14 At the end of the first Voting Day, the Ratification Officer will give to the Council a list of all the names of persons who have not voted.

## **11 ORDERLY VOTING**

- 11.1 The Council, with the assistance of the Ratification Officer, will ensure that peace and good order are maintained at the voting station.
- 11.2 The Ratification Officer will allow only one Eligible Voter at a time into a voting booth.
- 11.3 An Eligible Voter who is inside the voting station before the set closing time will be entitled to vote.

- 11.4 No person will interfere or attempt to interfere with an Eligible Voter when he or she is voting, nor will a person obtain or attempt to obtain information as to how an Eligible Voter is about to vote or has voted.

**12 COUNTING OF RESULTS**

- 12.1 As soon as practical after the poll is closed on the Voting Days, the Ratification Officer, in the presence of at least one member of Council and any other Eligible Voters who may be present, will:

- 12.1.1 count the number of spoiled ballots according to Article 10.11 and improper mail-in ballots according to Article 9.7;
- 12.1.2 examine all ballots contained in the ballot boxes, including the ballot box from any Advance Vote;
- 12.1.3 reject all ballots that:
  - 12.1.3.1 have not been supplied by the Ratification Officer or the assistant;
  - 12.1.3.2 have not been marked as either "YES" or "NO";
  - 12.1.3.3 have been marked as both "YES" and "NO";
  - 12.1.3.4 have not been marked in the box marked "YES" or "NO"; or
  - 12.1.3.5 have any writing or mark which can identify an Eligible Voter.
- 12.1.4 not reject ballots marked other than with a cross ("X") under Article 12.1.3, if the mark does not constitute identification of the Eligible Voter and if the intent of the Eligible Voter is clear; and
- 12.1.5 count the number of ballots marked "YES", marked "NO" and the number of rejected ballots.

- 12.2 When the results of the Ratification Vote have been determined, the Ratification Officer will:

- 12.2.1 execute the "Certification by Ratification Officer" in substantially the form attached as Appendix "F"; and
- 12.2.2 ensure that a member of Council who was present when the ballots were counted executes the "Certification by Member of Salt River Council" in substantially the form attached as Appendix "G".
- 12.3 The Ratification Officer will separately seal in envelopes the ballots cast and the spoiled ballots. The Ratification Officer will then affix his or her signature to the seals and deliver the envelopes to the Regional Director General, Northwest Territories Region, Department of Indian Affairs and Northern Development, who will retain them for sixty (60) days.
- 12.4 After sixty (60) days, unless an objection is filed in accordance with Article 14 or the Department of Indian Affairs and Northern Development has been notified that legal proceedings concerning the Ratification Vote have been commenced, the ballots cast and the spoiled ballots may be destroyed.

### **13 PROCEDURAL AMENDMENTS**

- 13.1 In order to give effect to and carry out the objectives and purpose of the Ratification Vote, the Ratification Officer and the Chief of Salt River or a Councillor of Salt River appointed by the Chief to act on his or her behalf, may agree on a departure from the procedural requirements of the Voting Guidelines where they deem it necessary and where they believe it will not result in any substantive change. The Ratification Officer and the Chief of Salt River or a Councillor of Salt River appointed by the Chief to act on his or her behalf, will provide a written statement signed by both of them indicating the nature and basis of such departure and will deliver a copy of the statement, to the Department of Indian Affairs and Northern Development immediately following the Voting Day.

### **14 OBJECTIONS**

- 14.1 An Eligible Voter who voted and has reasonable grounds for believing that:
  - 14.1.1 there was a violation of these Voting Guidelines that may affect the results of the Ratification Vote; or
  - 14.1.2 there was corrupt practice that may affect the results of the Ratification Vote;

may, within seven (7) days from the Voting Days, file an objection by forwarding by registered mail to the Regional Director General:

14.1.3 notice of his or her objection; and

14.1.4 a statutory declaration setting out the grounds for the objection.

14.2 Where an objection is filed under Article 14.1, the Regional Director General will, within seven days of receiving it, forward a copy of the objection by facsimile or overnight courier to the Ratification Officer.

14.3 The Ratification Officer will, within ten (10) days of receiving the objection, forward to the Regional Director General by overnight courier, a statutory declaration containing answers to the particulars stated in the Eligible Voter's declaration.

14.4 The Regional Director General will forward all of the material received pursuant to this Article to the Deputy Minister.

14.5 The Deputy Minister may, if the material sent pursuant to this Article is not sufficient to decide the validity of the grounds of the objection, conduct such further investigations as he or she deems necessary.

14.6 Subject to Article 14.7, the Deputy Minister may dispose of an objection by allowing it and calling another vote.

14.7 Where the Deputy Minister is of the opinion that the grounds of the objection:

14.7.1 are not established; or

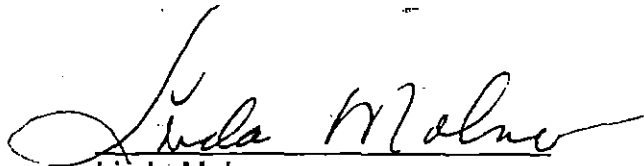
14.7.2 do not affect the results of the Ratification Vote;

he or she will dismiss the objection.

## APPOINTMENT OF AND ASSISTANT

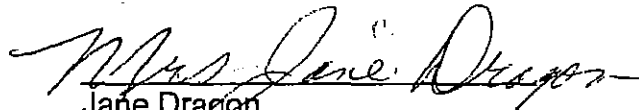
January 19, 2001

I, Linda Molner, Ratification Officer, appoint Jane Dragon to act as my assistant in carrying out my duties for the purpose of the Ratification Vote regarding the Salt River First Nation's Settlement Agreement and Trust Agreement.

A handwritten signature in cursive script, reading "Linda Molner".

Linda Molner  
Ratification Officer

I, Jane Dragon, agree to act as an assistant to the Ratification Officer for the purpose of the Ratification Vote and promise to carry out all assigned duties to the best of my abilities.

A handwritten signature in cursive script, reading "Mrs. Jane Dragon".

Jane Dragon  
Assistant





**Appendix A - APPOINTMENT OF AN ASSISTANT**

\_\_\_\_\_  
Date

I, \_\_\_\_\_, Ratification Officer, appoint \_\_\_\_\_  
to act as my assistant in carrying out my duties for the purpose of the Ratification Vote regarding  
the Salt River First Nation's Settlement Agreement and Trust Agreement.

\_\_\_\_\_  
Ratification Officer

I, \_\_\_\_\_, agree to act as an assistant to the Ratification Officer for the purpose of  
the Ratification Vote and promise to carry out all assigned duties to the best of my abilities.

\_\_\_\_\_  
Assistant



## Appendix B - NOTICE OF VOTE

**TO: THE MEMBERS OF THE SALT RIVER FIRST NATION**

**TAKE NOTICE** that, pursuant to the Ratification Voting Guidelines, a Vote of the Voters of the Salt River First Nation will be held \_\_\_\_\_, to determine if the Voters of the Salt River First Nation aged 18 years or over on the applicable day of the Vote approve and assent to the proposed Settlement Agreement, dated for reference 13 November 2001, between Her Majesty the Queen in Right of Canada and the Salt River First Nation ("the Agreement").

The following question will be asked of the Voters of the Salt River First Nation by secret ballot:

**As a Voter of the Salt River First Nation, do you:**

- (1) agree to and approve the terms and conditions of the Agreement between Her Majesty the Queen in right of Canada and the Salt River First Nation, dated for reference 13 November 2001;
- (2) agree to and approve the terms and conditions of the Salt River First Nation Trust Agreement, dated for reference 13 November 2001; and
- (3) agree to authorize, empower, and direct present and succeeding Councils (which includes the Chief) of the Salt River First Nation to act for and on behalf of the Salt River First Nation and its members, to sign all documents and take all measures to execute and implement the terms and intent and meaning of the above Agreement and Salt River First Nation Trust Agreement?

Two Information Meetings for purposes of the Vote will be held as follows:

On \_\_\_\_\_, from \_\_\_\_ p.m. to \_\_\_\_ p.m. at the \_\_\_\_\_ in \_\_\_\_\_;  
On \_\_\_\_\_, from \_\_\_\_ p.m. to \_\_\_\_ p.m. at the \_\_\_\_\_ in \_\_\_\_\_;

The Vote will take place over two consecutive days, in the following locations:

On \_\_\_\_\_, from \_\_\_\_ p.m. to \_\_\_\_ p.m. at the \_\_\_\_\_ in \_\_\_\_\_;  
On \_\_\_\_\_, from \_\_\_\_ p.m. to \_\_\_\_ p.m. at the \_\_\_\_\_ in \_\_\_\_\_;

An Advance Vote will take place at the following location:



On \_\_\_\_\_, from \_\_\_\_ p.m. to \_\_\_\_ p.m. at the \_\_\_\_\_ in \_\_\_\_\_;

Copies of the Agreement and Trust Agreement may be obtained, at no cost to you, from the Salt River First Nation Band Office at \_\_\_\_\_, or from \_\_\_\_\_, Ratification Officer, Department of Indian Affairs and Northern Development, \_\_\_\_\_, Yellowknife, NWT \_\_\_\_\_,  
Toll-Free Telephone: \_\_\_\_\_

**AND FURTHER TAKE NOTICE** that a List of Eligible Voters is posted with this Notice of Vote. Clauses 5.2, 5.3 and 5.4 of the Ratification Voting Guidelines provide as follows:

5.2 An Eligible Voter may apply to the Ratification Officer within ten days of posting of the List of Eligible Voters attached to the Notice of Vote to have the List of Eligible Voters revised if such an Eligible Voter believes that:

5.2.1 the name of an Eligible Voter has been omitted from the List of Eligible Voters;  
or

5.2.2 the name of an Eligible Voter is incorrectly set out or should not be included on the List of Eligible Voters.

5.3 An Eligible Voter may, up to and including the Voting Days, apply to the Ratification Officer to have his or her name added to the List of Eligible Voters if that Eligible Voter can provide adequate proof of identification, age and affiliation with Salt River.

5.4 An Eligible Voter of Salt River may provide proof of affiliation with Salt River in the form of a written statement by the Chief or Councillor, or in the form of a declaration made under oath by another Eligible Voter, confirming their identity with Salt River.

Application for a change to the List of Eligible Voters should be made to \_\_\_\_\_,  
Ratification Officer, or \_\_\_\_\_ at the following addresses and phone numbers:

\_\_\_\_\_, Ratification Officer  
Department of Indian Affairs and Northern Development

Toll-Free Telephone: \_\_\_\_\_

\_\_\_\_\_  
Salt River First Nation Band Office



Voting Guidelines

DATED at \_\_\_\_\_, in the Northwest Territories, this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
RATIFICATION OFFICER





## **NOTICE OF VOTE**

**TO: THE MEMBERS OF THE SALT RIVER FIRST NATION**

**TAKE NOTICE** that, pursuant to the Ratification Voting Guidelines, a vote of the Eligible Voters of the Salt River First Nation will be held December 21<sup>st</sup> and December 22<sup>nd</sup>, 2001, to determine if the Eligible Voters of the Salt River First Nation aged 18 years or over on the applicable day of the Vote approve and assent to the proposed Settlement Agreement, dated for reference 13 November 2001, between Her Majesty the Queen in Right of Canada and the Salt River First Nation ("the Agreement").

The following question will be asked of the Voters of the Salt River First Nation by secret ballot:

**As a Voter of the Salt River First Nation, do you:**

- (1) agree to and approve the terms and conditions of the Agreement between Her Majesty the Queen in right of Canada and the Salt River First Nation, dated for reference 13 November 2001;
- (2) agree to and approve the terms and conditions of the Salt River First Nation Trust Agreement, dated for reference 13 November 2001; and
- (3) agree to authorize, empower, and direct present and succeeding Councils (which includes the Chief) of the Salt River First Nation to act for and on behalf of the Salt River First Nation and its members, to sign all documents and take all measures to execute and implement the terms and intent and meaning of the above Agreement and Salt River First Nation Trust Agreement?

Information Meetings for purposes of the Vote will be held as follows:

On Friday, November 30, 2001, from 6:00 p.m. to 10:00 p.m. at Uncle Gabe's Friendship Centre in Fort Smith, NT;

On Saturday, December 1, 2001, from 2:00 p.m. to 5:00 p.m. at Northern United Place in Yellowknife, NT; and

On Wednesday, December 5, 2001, from 6:00 p.m. to 9:00 p.m. at the Chateau Louis Hotel in Edmonton, Alberta;



The Vote will take place over two consecutive days, in the following locations:

On December 21<sup>st</sup>, 2001, from 8:00 a.m. to 9:00 p.m. at Uncle Gabe's Friendship Centre in Fort Smith, NWT;

On December 22<sup>nd</sup>, 2001, from 8:00 a.m. to 9:00 p.m. at Uncle Gabe's Friendship Centre in Fort Smith, NWT;

An Advance Vote will take place at the following location:

On December 20<sup>th</sup>, 2001, from 9:00 a.m. to 8:00 p.m. at Uncle Gabe's Friendship Centre in Fort Smith, NWT;

Copies of the Agreement and Trust Agreement may be obtained, at no cost to you, from the Salt River First Nation Band Office, P.O. Box 960, Fort Smith, NWT X0E 0P0, (867) 872-2986, or from Linda Molner, Ratification Officer, Department of Indian Affairs and Northern Development, 5<sup>th</sup> Floor Precambrian Building, PO Box 2760, Yellowknife, NT X1A 1R6.

Toll-Free Telephone: 1 - 888 - 414 - 4340

**AND FURTHER TAKE NOTICE** that a List of Eligible Voters is posted with this Notice of Vote. Clauses 5.2, 5.3 and 5.4 of the Ratification Voting Guidelines provide as follows:

- 5.2 An Eligible Voter may apply to the Ratification Officer within ten days of posting of the List of Eligible Voters attached to the Notice of Vote to have the List of Eligible Voters revised if such an Eligible Voter believes that:
  - 5.2.1 the name of an Eligible Voter has been omitted from the List of Eligible Voters; or
  - 5.2.2 the name of an Eligible Voter is incorrectly set out or should not be included on the List of Eligible Voters.
- 5.3 An Eligible Voter may, up to and including the Voting Days, apply to the Ratification Officer to have his or her name added to the List of Eligible Voters if that Eligible Voter can provide adequate proof of identification, age and affiliation with Salt River.
- 5.4 An Eligible Voter of Salt River may provide proof of affiliation with Salt River in the form of a written statement by the Chief or Councillor, or in the form of a declaration made under oath by another Eligible Voter, confirming their identity with Salt River.



Application for a change to the List of Eligible Voters should be made to Linda Molner, Ratification Officer, or Henry Beaver, Lands Co-ordinator, at the following addresses and phone numbers:


Linda Molner, Ratification Officer  
Department of Indian Affairs and Northern Development  
5<sup>th</sup> Floor Precambrian Building  
PO Box 2760,  
Yellowknife, NT X1A 1R6

Toll-Free Telephone: 1 - 888 - 414 - 4340

Henry Beaver,  
Lands Co-ordinator,  
Salt River First Nation Band Office  
Fort Smith, NT X1A 0P0

Telephone: (867) 872 - 2986

**DATED** at Yellowknife in the Northwest Territories, this 20<sup>th</sup> day of November, 2001.

  
\_\_\_\_\_  
RATIFICATION OFFICER



## Appendix C - MAIL-IN VOTER DECLARATION FORM

I, \_\_\_\_\_  
(please print)

## DO SOLEMNLY DECLARE THAT:

- (a) I am a Member of Salt River First Nation, with a band membership number/registry number \_\_\_\_\_. [If you do not have a band membership or registry number, please fill in the next paragraph. Otherwise, proceed to paragraph c.]
- (b) My date of birth is \_\_\_\_\_.
- (c) I have read and understood the information package sent to me regarding the proposed Agreement and Trust Agreement. I am voting freely and without compulsion.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2001 at \_\_\_\_\_ (Town/city and province/state)

In the presence of: \_\_\_\_\_ )

\_\_\_\_\_ )

(Witness' signature) \_\_\_\_\_ )

\_\_\_\_\_ (Declarant's signature)

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

(Address and Telephone Number) \_\_\_\_\_ )

Witness must be 18 years of age or older.

**THIS DECLARATION MUST BE INCLUDED IN THE PRE-ADDRESSED ENVELOPE PROVIDED FOR THE VOTER DECLARATION FORM. DO NOT PLACE THIS DECLARATION IN THE "BALLOT" ENVELOPE.**





## Appendix D - DECLARATIONS BY ELECTORAL OFFICER

## DECLARATION OF RATIFICATION OFFICER

I, \_\_\_\_\_, Ratification Officer, of \_\_\_\_\_, in the Northwest Territories,  
DO SOLEMNLY DECLARE THAT:

1. I was personally present at \_\_\_\_\_ on \_\_\_\_\_, 2001,  
when Members of the Salt River First Nation voted in a Ratification Vote concerning the  
Agreement and the Trust Agreement.
2. Immediately before the Ratification Vote began, I opened ballot box number  
\_\_\_\_\_.
3. I saw that the ballot box was empty and I asked persons who were present to witness that  
the ballot box was empty.
4. I then properly sealed the ballot box, in front of those persons who were present, and  
placed it in view.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and  
knowing that it is of the same force as if made under oath by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the \_\_\_\_\_ of \_\_\_\_\_ )  
\_\_\_\_\_ in the Northwest Territories, this \_\_\_\_\_ day of \_\_\_\_\_, 2001. )

\_\_\_\_\_ )  
A Commissioner for Oaths in and for the Northwest Territories. )

\_\_\_\_\_  
) Electoral Officer



## Voting Guidelines Page 20

## Appendix D - DECLARATIONS BY ELECTORAL OFFICER

## DECLARATION OF RATIFICATION OFFICER

LINDA  
 I, Molnar, Ratification Officer, of Yellowknife, in the Northwest Territories,  
 DO SOLEMNLY DECLARE THAT:

1. I was personally present at Uncle Gabe's Friendship Centre on Dec 20, 2001, when Members of the Salt River First Nation voted in a Ratification Vote concerning the Agreement and the Trust Agreement.
2. Immediately before the Ratification Vote began, I opened ballot box number 2.
3. I saw that the ballot box was empty and I asked persons who were present to witness that the ballot box was empty.
4. I then properly sealed the ballot box, in front of those persons who were present, and placed it in view.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath by virtue of the *Canada Evidence Act*.  
UNCLE GABES FRIENDSHIP CENTRE

DECLARED BEFORE me at the of FORT SMITH )  
 in the Northwest Territories, this 20 day of DEC )  
 2001. )

Larry Portas  
 A Commissioner for Oaths in and for the  
 Northwest Territories.

Linda Molnar  
 ) Electoral Officer  
 )  
 )  
 )



## Voting Guidelines Page 21

DECLARATION OF RATIFICATION OFFICER  
(CLOSE OF FIRST DAY OF VOTING)CANADA)  
NORTHWEST TERRITORIES)  
TO WIT:)I, Linda Molner, Ratification Officer, of Yellowknife, in the Northwest Territories, DO SOLEMNLY DECLARE THAT:

1. I was personally present at  Ft. Smith  on  Dec 20/1 , 2001, the first Voting Day, when Members of the Salt River First Nation voted on the proposed Agreement dated \_\_\_\_\_.
2. At the close of the poll on this day, I properly sealed the ballot box and placed my signature on the seal in front of a witness.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath by virtue of the *Canada Evidence Act*.WALLÉ GABES FRIENDSHIPDECLARED BEFORE me at the LESTER )  
of FORT SMITH in the )  
Northwest Territories, this 20 day of December )  
2001. )Carol Portman  
A Commissioner for Oaths in and for the  
Northwest TerritoriesLinda Molner  
Electoral Officer



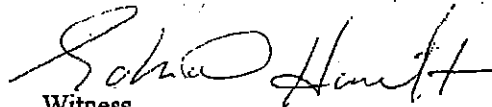
## Voting Guidelines Page 22

## Appendix E - DECLARATIONS OF WITNESSES

## DECLARATION OF WITNESS

Edna Hamilton was personally present at  
Utah Valley Community Ctr on Dec 20, 2001, Members of the Salt River First  
Nation voted in a Ratification Vote concerning the Agreement and the Trust Agreement, and:

1. I witnessed that ballot box number 2 was empty before any votes were cast in the Ratification Vote.
2. I witnessed the Ratification Officer seal the ballot box and sign the seal.
3. I signed the seal, as requested by the Ratification Officer.

  
Witness





**DECLARATION OF WITNESS  
(CLOSE OF FIRST DAY OF VOTING)**

CANADA )  
NORTHWEST TERRITORIES)  
TO WIT: )

I, Filem Line, of Fort Smith, in the Northwest Territories, **DO SOLEMNLY DECLARE THAT:**

1. I was personally present at HSN 4 L on Dec 20, 2001, the first Voting Day, when Members of the Salt River First Nation voted on the proposed Agreement dated \_\_\_\_\_.

2. At the close of the poll on this day, I saw the Ratification Officer seal the ballot box, place his/her signature on the seal and take the ballot box into his/her custody.

**AND I MAKE THIS SOLEMN DECLARATION** conscientiously believing it to be true and knowing that it is of the same force as if made under oath by virtue of the *Canada Evidence Act*.

MILLIE GABES FRIENDSHIP  
DECLARED BEFORE me at the CENTER )  
of FORT SMITH in the )  
Northwest Territories, this 20 day of, DEC )  
2001.

Lang Portier A  
Commissioner for Oaths in and for the  
Northwest Territories.

Filem Line  
Witness



## Voting Guidelines Page 24

## Appendix F - CERTIFICATION BY RATIFICATION OFFICER

I, Linda Mohrer, Ratification Officer, state that the Members of the Salt River First Nation voted in the Ratification Vote concerning the Settlement Agreement and the Trust Agreement, on Dec 20/21, 2001, and that the results of this vote were as follows:

(a) the names of 546 Voters appeared on the voters list prepared by the Salt River First Nation.

398 (b) 356 votes were cast in the Ratification Vote by Voters;

(c) 356 votes were cast in favour of the Settlement Agreement and the Trust Agreement;

(d) 39 votes were cast against the Settlement Agreement and the Trust Agreement;

(e) 0 ballots were rejected

(f) 3 ballots were set aside by the Ratification Officer, and were not counted in (b) above.

I certify that a majority (over 50%) of all the Voters *did/did not* vote in the Ratification Vote and that a majority (over 50%) of the Voters who voted *did/did not* cast ballots in favour of the Ratification Ballot Question regarding the Settlement Agreement and the Trust Agreement, thereby *approving/failing to approve* and *authorizing/not authorizing* the execution of the Settlement Agreement and the Trust Agreement.

Fort Smith.  
Dated at 22nd this Dec day of 2001.

Linda Mohrer  
Ratification Officer



Appendix G - CERTIFICATION BY MEMBER OF SALT RIVER FIRST  
NATION COUNCIL

I, Cecilia Schaefer, member of Salt River First Nation Council, state that the Members of the Salt River First Nation voted in the Ratification Vote concerning the Settlement Agreement and the Trust Agreement, on Dec 21/22, 2001, and that the results of this vote were as follows:

- (a) the names of 546 Voters appeared on the voters list prepared by the Salt River First Nation.
- (b) 398 votes were cast in the Ratification Vote by Voters;
- (c) 356 votes were cast in favour of the Settlement Agreement and the Trust Agreement;
- (d) 39 votes were cast against the Settlement Agreement and the Trust Agreement;
- (e) 0 ballots were rejected
- (f) 3 ballots were set aside by the Ratification Officer, and were not counted in (b) above.

I certify that a majority (over 50%) of all the Voters *did/did not* vote in the Ratification Vote and that a majority (over 50%) of the Voters who voted *did/did not* cast ballots in favour of the Ratification Ballot Question regarding the Settlement Agreement and the Trust Agreement, thereby *approving/failing to approve* and *authorizing/not authorizing* the execution of the Settlement Agreement and the Trust Agreement.

Dated at Fort Smith this 22 day of Dec, 2001.

Cecilia Schaefer  
Member of Salt River First Nation Council



**Appendix G - CERTIFICATION BY MEMBER OF SALT RIVER FIRST  
NATION COUNCIL**

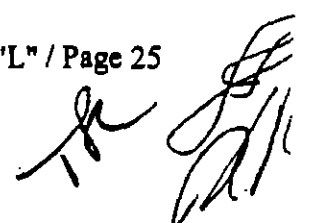
I, \_\_\_\_\_, member of Salt River First Nation Council, state that the Members of the Salt River First Nation voted in the Ratification Vote concerning the Settlement Agreement and the Trust Agreement, on \_\_\_\_\_, 2001, and that the results of this vote were as follows:

- (a) the names of \_\_\_\_\_ Voters appeared on the voters list prepared by the Salt River First Nation.
- (b) \_\_\_\_\_ votes were cast in the Ratification Vote by Voters;
- (c) \_\_\_\_\_ votes were cast in favour of the Settlement Agreement and the Trust Agreement;
- (d) \_\_\_\_\_ votes were cast against the Settlement Agreement and the Trust Agreement;
- (e) \_\_\_\_\_ ballots were rejected
- (f) \_\_\_\_\_ ballots were set aside by the Ratification Officer, and were not counted in (b) above.

I certify that a majority (over 50%) of all the Voters *did/did not* vote in the Ratification Vote and that a majority (over 50%) of the Voters who voted *did/did not* cast ballots in favour of the Ratification Ballot Question regarding the Settlement Agreement and the Trust Agreement, thereby *approving/failing to approve* and *authorizing/not authorizing* the execution of the Settlement Agreement and the Trust Agreement.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Member of Salt River First Nation Council







## OATH OF INTERPRETER

I, Jane Dragon, swear that I will faithfully translate such oaths, declarations, questions and answers as the Ratification Officer or the Assistant Ratification Officer shall require me to translate at this ratification, and do hereby declare that I shall keep secret the "YES" or "NO" decisions of a ballot which I witnessed the marking of, so help me God.

## SWORN BEFORE ME

at the Town of Fort Smith  
in the Northwest Territories  
this 19<sup>th</sup> day of December 2001.

  
Jane Dragon



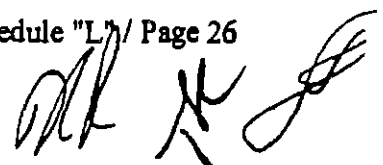
**Appendix H - OATH OF INTERPRETER**

I, \_\_\_\_\_, swear (or affirm) that I will faithfully translate such oaths, declarations, questions and answers as the Ratification Officer or the Assistant Ratification Officer shall require me to translate at this ratification, and do hereby declare that I shall keep secret the "YES" or "NO" decisions of a ballot which I witnessed the marking of, so help me God.

**SWORN (OR AFFIRMED) BEFORE ME**

at the \_\_\_\_\_  
in the Northwest Territories  
this \_\_\_\_\_ day of \_\_\_\_\_, 200\_

\_\_\_\_\_  
Signature of Interpreter

Three handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.



Final - 13 November 2001

**Schedule "M"**

**To**

**SALT RIVER FIRST NATION  
TREATY SETTLEMENT AGREEMENT  
Dated For Reference 13 November 2001**

**STATUTORY DECLARATION AND ELECTION  
REGARDING LAND IN SEVERALTY**

(Form to be Signed by Adults)

**CANADA  
NORTHWEST TERRITORIES**

**In the Matter of the Treaty Land Entitlement Claim  
and the Ancillary Treaty Benefits Claim  
of the Salt River First Nation**

**Statutory Declaration and Election  
Re: Land in Severalty**

I, \_\_\_\_\_, of \_\_\_\_\_, in  
(Name) (Location)

\_\_\_\_\_ do solemnly declare that:

1. I am a member of the Salt River First Nation (the "Band"). My Band number is

\_\_\_\_\_. My birth date is \_\_\_\_\_, 19\_\_\_\_.  
(Treaty No.) (Date of Birth)

2. I hereby authorize the Band Chief and Council on my behalf and on behalf of the Band to:

(a) affirm the adherence of the Band to Treaty No. 8;

- (b) release any and all claims to Aboriginal title and rights relating to land entitlement and Ancillary Treaty Benefits;
- (c) negotiate a full and final settlement for Reserve land and Ancillary Treaty Benefits,
- (d) give full and final releases of Canada's obligation to provide further reserve land and Ancillary Treaty Benefits and to provide indemnities to Canada and the Government of the Northwest Territories.

3. I understand that the lands for such Indian Reserve will eventually include not less than 102,400 acres of:

- (i) Unoccupied and occupied Crown lands, all lands including mines and minerals underlying the lands, the boundaries of which are illustrated on the maps attached to lands enumerated and illustrated on Appendix "T" to Appendix "A" of Schedule "B" and Schedule "N" of the Final Settlement Agreement between the Band and Canada (the "Final Settlement Agreement").
- (ii) Lands within Wood Buffalo National Park as illustrated on the maps attached to the Parks Canada / Band Agreement being Annex I to Schedule "I" of the Final Settlement Agreement.
- (iii) Lands to be purchased by the Band.

4. I further understand that:

- (a) Canada will provide the Band with the equivalent of Eighty-Three Million One Hundred and Eighty Thousand (\$83,180,000) Dollars in full satisfaction of Canada's obligations related to the provision of reserve land and Ancillary Treaty Benefits under the terms of Treaty No. 8 and related matters, this amount calculated and paid as follows:
  - (i) Seventy-Six Million Nine Hundred Thousand (\$76,900,000) Dollars in compensation;
  - (ii) the transfer of the Corporation Lands as illustrated on the maps attached to Schedule "R" of the Final Settlement Agreement;
  - (iii) Four Million Two Hundred and Eighty Thousand (\$4,280,000) for negotiation costs incurred by the Band for research, preparation,

negotiation, and settlement of the claim and ratification of the Settlement Agreement and Settlement Trust, including legal fees and any other costs related to the Band's Treaty Land entitlement claim;

(iv) Two Million (\$2,000,000) Dollars to be paid to the Band Salt River for land survey costs incurred or to be incurred by the Band.

(d) I further understand that from the amount indicated in 4(a) Canada will deduct amounts previously paid by it for negotiation costs, (\$4,000,000) Dene/Metis negotiation expenses (\$1,578,141) and survey expenses (\$165,000) and that the Band agrees to these deductions.

(e) I further understand that all funds paid to the Band under the Settlement Agreement will be subject to the Settlement Trust which places limits and controls on the use of the funds.

5. (a) I understand that any full and final settlement which has been negotiated by the Band Chief and Council must be ratified by a majority (over 50%) of the Band electors who vote and a majority (over 50%) of the votes cast by the Band electors in accordance with the Ratification Guidelines as agreed between Canada and the Band on behalf of the Band members.

(b) I hereby agree that the Band members will be irrevocably bound by the result of such ratification vote.

(c) I understand that this Statutory Declaration and Election will be delivered to Canada before such ratification vote is completed, but that Canada will hold this Statutory Declaration and Election in escrow pending execution of the Final Agreements.

6. I understand that nothing in the Final Settlement Agreement will otherwise affect any existing Treaty or aboriginal rights, if any, not expressly dealt with under the land entitlement and Ancillary Treaty Benefits clauses of Treaty No. 8.

7. I understand that nothing in the Final Settlement Agreement is intended to affect the availability of government funding provided to the Band or to which I am currently entitled within the jurisdiction in which I reside.

8. (a) I wish to share in the benefit of affirming the Band's adherence to Treaty No. 8, the setting apart of an Indian Reserve for the use and benefit of the Band pursuant



to Treaty No. 8, and the Ancillary Treaty Benefits as set out in the Final Settlement Agreement;

- (b) I wish to be considered as a Band member and on behalf of the Band member(s), I on behalf of the Band member(s), elect to forego any other land entitlement and Ancillary Treaty Benefits claims under Treaty No. 8 which the Band member(s), their heirs, successors or descendants may have, including any right to the provision of land in severalty.
9. I also understand that I, my heirs, successors or descendants cannot make any other land entitlement and Ancillary Treaty Benefits claims arising under Treaty No. 8 as set out in the Final Settlement Agreement, including the provision of land in, severalty, as a member of any other Indian Band, nor can any other Indian Band make such a claim based on membership, whether past, present or future, of myself, my heirs successors, or descendants in such Band.
10. I understand that, between the time of the signing of this Statutory Declaration and Election and the time of the ratification vote(s) referred to in clause 5 above, I cannot withdraw, resign or otherwise cease to be a member of the Band or revoke this Statutory Declaration and Election.
11. I acknowledge that I have been provided with legal advice and accordingly that I have been fully advised and informed of the Band member's rights under Treaty No. 8 and without restricting the generality of the foregoing, of the Band member's rights in relation to the provision of land in severalty or to the setting apart of reserves for Bands under Treaty No. 8, and Ancillary Treaty Benefits as set out in the Final Settlement Agreement and that I fully understand such rights.
12. I acknowledge receipt of a document setting out information from independent legal counsel as to the nature of severalty.
13. I have been made fully aware of and fully understand the provisions, nature and effect of this Statutory Declaration and Election.
14. I sign this Statutory Declaration and Election of my own free will and volition.
15. I do not require (have received) the services of a translator.
16. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

SWORN BEFORE ME at \_\_\_\_\_  
(Location)

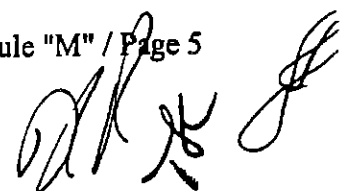
in \_\_\_\_\_ this \_\_\_\_\_ day

of \_\_\_\_\_, 2001.

\_\_\_\_\_  
A Notary Public in and for

\_\_\_\_\_  
(Name of Band Member)

\_\_\_\_\_  
(Fratry No.)

A large, stylized handwritten signature in black ink, located at the bottom right of the page.

**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

(For Adults)

I, \_\_\_\_\_, of \_\_\_\_\_, in the  
Northwest Territories, Barrister and Solicitor, DO HEREBY CERTIFY:

THAT I was this day consulted in my professional capacity by \_\_\_\_\_  
named in the within instrument being a Statutory Declaration and Election, dated the \_\_\_\_\_  
day of \_\_\_\_\_, 2001, as to those Band member's legal rights under the  
terms and undertakings of Treaty No. 8 and this Settlement Agreement, and without restricting  
the generality of the foregoing, of those rights in relation to the provisions of land in severalty  
and to the settling apart of reserves for Bands under Treaty No. 8 and Ancillary Treaty Benefits  
as set out in the Final Settlement Agreement and the legal consequences of signing this Statutory  
Declaration and Election. Further, that I explained fully to him/her with the assistance of a  
translator when necessary the nature and effect of the said instrument, and the aforementioned  
legal rights, and he/she executed the said instrument in my presence, and did acknowledge and  
declare that he/she understood said instrument and was executing the same of his/her own  
volition and without any fear, threats, compulsion or influence from any other person.

DATED at \_\_\_\_\_, in \_\_\_\_\_, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2001.

\_\_\_\_\_  
Barrister and Solicitor

**STATUTORY DECLARATION AND ELECTION  
REGARDING LAND IN SEVERALTY**

(Form to be signed by the legal representative  
of minors and those under a disability)

**CANADA  
Northwest Territories**

**In the Matter of the Treaty Settlement Agreement  
of the Salt River First Nation**

**Statutory Declaration and Election Re: Land in Severalty...**

I/We, \_\_\_\_\_  
(Name of Parent/Guardian #1 and Parent/Guardian #2)

of \_\_\_\_\_, in \_\_\_\_\_ do solemnly declare that:  
(Location)

1. I am (we are) the legal representative(s) or guardian(s) of the following member(s) (the "Band members") of the Salt River First Nation (the "Band").

Name	Band Number	Date of Birth
Child #1	Treaty No.	
Child #2	Treaty No.	
Child #3	Treaty No.	
Child #4	Treaty No.	
Child #5	Treaty No.	
Child #6	Treaty No.	

2. On behalf of the Band member(s), I (we) hereby authorize the Band Chief and Council to:

- (a) affirm the adherence of the Band to Treaty No. 8;
- (b) release any and all claims to Aboriginal title and rights relating to land entitlement and Ancillary Treaty Benefits;
- (c) negotiate a full and final settlement for Reserve land and Ancillary Treaty Benefits,
- (d) give full and final releases of Canada's obligation to provide further reserve land and Ancillary Treaty Benefits and to provide indemnities to Canada and the Government of the Northwest Territories.

3. I understand that the lands for such Indian Reserve will eventually include not less than 102,400 acres of:

- (i) Unoccupied Crown lands and Crown lands occupied by some Band members' all lands including mines and minerals underlying the lands, the boundaries of which are illustrated on the maps attached to lands enumerated and illustrated on Appendix "I" to Appendix "A" of Schedule "B" and Schedule "N" of the Final Settlement Agreement between the Band and Canada (the "Final Settlement Agreement").
- (ii) Lands within Wood Buffalo National Park as illustrated on the maps attached to the Parks Canada / Band Agreement being Annex I to Schedule "I" of the Final Settlement Agreement.
- (iii) Lands to be purchased by the Band.

4. I further understand that:

- (a) Canada will provide the Band with the equivalent of Eighty-Three Million One Hundred and Eighty Thousand (\$83,180,000) Dollars in full satisfaction of Canada's obligations related to the provision of reserve land and Ancillary Treaty Benefits under the terms of Treaty No. 8 and related matters, this amount calculated and paid as follows:
  - (i) Seventy-Six Million Nine Hundred Thousand (\$76,900,000) Dollars in compensation;
  - (ii) the transfer of the Corporation Lands as illustrated on the maps attached to Schedule "R" of the Final Settlement Agreement;
  - (iii) Four Million Two Hundred and Eighty Thousand (\$4,280,000) for negotiation costs incurred by the Band for research, preparation, negotiation, and settlement of the claim and ratification of the Settlement Agreement and

Settlement Trust, including legal fees and any other costs related to the Band's Treaty Land entitlement claim;

(iv) Two Million (\$2,000,000) Dollars to be paid to the Band Salt River for land survey costs incurred or to be incurred by the Band.

(c) I further understand that from the amount indicated in 4(a) Canada will deduct amounts previously paid by it for negotiation costs, (\$4,000,000) Dene/Metis negotiation expenses (\$1,578,141) and survey expenses (\$165,000) and that the Band agrees to these deductions.

(c) I further understand that all funds paid to the Band under the Settlement Agreement will be subject to the Settlement Trust which places limits and controls on the use of the funds.

5. (a) I understand that any full and final settlement which has been negotiated by the Band Chief and Council must be ratified by a majority (over 50%) of the Band electors who vote and a majority (over 50%) of the votes cast by the Band electors in accordance with the Ratification Guidelines as agreed between Canada and the Band on behalf of the Band members.

(b) I hereby agree that the Band members will be irrevocably bound by the result of such ratification vote.

(c) I understand that this Statutory Declaration and Election will be delivered to Canada before such ratification vote is completed, but that Canada will hold this Statutory Declaration and Election in escrow pending execution of the Final Agreements.

6. I understand that nothing in the Final Settlement Agreement will otherwise affect any existing Treaty or aboriginal rights, if any, not expressly dealt with under the land entitlement and Ancillary Treaty Benefits clauses of Treaty No. 8.

7. I understand that nothing in the Final Agreement is intended to affect the availability of government funding provided to the Band or to which I am currently entitled within the jurisdiction in which I reside.

8. (a) I wish to share in the benefit of affirming the Band's adherence to Treaty No. 8, the setting apart of an Indian Reserve for the use and benefit of the Band pursuant to Treaty No. 8, and the Ancillary Treaty Benefits as set out in the Final Settlement Agreement;

(b) I wish to be considered as a Band member and on behalf of the Band member(s), I on behalf of the Band member(s), elect to forego any other land entitlement and

Ancillary Treaty Benefits claims under Treaty No. 8 which the Band member(s), their heirs, successors or descendants may have, including any right to the provision of land in severalty.

9. I also understand that I, my heirs, successors or descendants cannot make any other land entitlement and Ancillary Treaty Benefits claims arising under Treaty No. 8 as set out in the Final Settlement Agreement, including the provision of land in, severalty, as a member of any other Indian Band, nor can any other Indian Band make such a claim based on membership, whether past, present or future, of myself, my heirs successors, or descendants in such Band.
10. I understand that, between the time of the signing of this Statutory Declaration and Election and the time of the ratification vote(s) referred to in clause 5 above, I cannot withdraw, resign or otherwise cease to be a member of the Band or revoke this Statutory Declaration and Election.
11. I acknowledge that I have been provided with legal advice and accordingly that I have been fully advised and informed of the Band member's rights under Treaty No. 8 and without restricting the generality of the foregoing, of the Band member's rights in relation to the provision of land in severalty or to the setting apart of reserves for Bands under Treaty No. 8, and Ancillary Treaty Benefits as set out in the Final Settlement Agreement and that I fully understand such rights.
12. I acknowledge receipt of a document setting out information from independent legal counsel as to the nature of severalty.
13. I have been made fully aware of and fully understand the provisions, nature and effect of this Statutory Declaration and Election.
14. I sign this Statutory Declaration and Election of my own free will and volition.
15. I do not require (have received) the services of a translator.
16. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

15. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at

\_\_\_\_\_, in \_\_\_\_\_ )

this \_\_\_\_\_ day of \_\_\_\_\_ )

\_\_\_\_\_, 2001. )

\_\_\_\_\_  
A Notary Public in and for

\_\_\_\_\_  
(Legal Representative or Guardian)

\_\_\_\_\_  
(NAME(S))

\_\_\_\_\_  
(Band Number(s))



**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

(For form to be signed by the legal  
representative of minors and those under a disability)

I, \_\_\_\_\_, of \_\_\_\_\_, in the  
Northwest Territories, Barrister and Solicitor, DO HEREBY CERTIFY:

THAT I was this day consulted in my professional capacity by \_\_\_\_\_,  
named as legal representative or guardian of those Band members in the within instrument being  
a Statutory Declaration and Election, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
as to those Band member's legal rights under the terms and undertakings of Treaty No. 8 and this  
Settlement Agreement, and without restricting the generality of the foregoing, of those rights in  
relation to the provisions of land in severalty and to the setting apart of reserves for Bands under  
Treaty No. 8 and Ancillary Treaty Benefits as set out in the Final Settlement Agreement and the  
legal consequences of signing this Statutory Declaration and Election. Further, that I explained  
fully to him/her with the assistance of a translator when necessary the nature and effect of the  
said instrument, and the aforementioned legal rights, and he/she executed the said instrument in  
my presence, and did acknowledge and declare that he/she understood said instrument and was  
executing the same of his/her own volition and without any fear, threats, compulsion or influence  
from any other person.

DATED at \_\_\_\_\_, in \_\_\_\_\_ this \_\_\_\_\_ day of  
\_\_\_\_\_, 2001.

\_\_\_\_\_  
Barrister and Solicitor

Final - 13 November 2001

**SCHEDULE "N"**  
**To**  
**SALT RIVER FIRST NATION**  
**TREATY SETTLEMENT AGREEMENT**  
**Dated For Reference 13 November 2001**

**FEDERAL CROWN LANDS**

The legal description for the parcels indicated as rural lands will be determined by the legal survey once it is completed and filed in the Canadian Lands Survey Records.

<b>RURAL LANDS</b>	
<b>SITE #</b>	<b>Location of Parcel</b>
1	Little Buffalo River
2 & 2a & 2b	Little Buffalo River
3	Fort Smith Area
4	Fort Smith Area
5	Fort Smith Area
6	Fort Smith Area
7	Fort Smith Area
8	Fort Smith Area
9	Fort Smith Area
10	Fort Smith Area
11	Fort Smith Area (Ptn. in BLT)
12	Taltson River
13	Taltson River
14	Taltson River
15	Fort Smith Area
16	Tsu Lake
17	Tsu Lake
18	Tsu Lake

RURAL LANDS	
SITE #	Location of Parcel
19	Tsu Lake
20	Mabel Lake
21	Jackfish Lake
22	Hanging Ice Lake
23	Hanging Ice Lake
24	Yatsore Lake
25	Bedareh Lake
26	King Lake
27	Grand Detour
WBNP #1 - 4	Wood Buffalo National Park
MUNICIPAL LANDS	
SITE #	Location of Parcel
✓x M1	LTO Plan 14 Lot 60 ptn
✓x M1	LTO Plan 884 Lot 923
✓ M2	LTO Plan 272 Lot 530 3016
✓ M2	LTO Plan 272 Lot 532
✓ M2	LTO Plan 272 Lot 534
✓ M2	LTO Plan 272 Lot 535 3017
✓ M2	LTO Plan 272 Lot 538 3016
✓ M2	LTO Plan 272 Lot 540 ptn The portion selected is to be outside of any regulatory zone
✓ M2	LTO Plan 272 Lot 545
M2	LTO Plan 802 Lot 860
✓ M3	LTO Plan 235 Lot 511

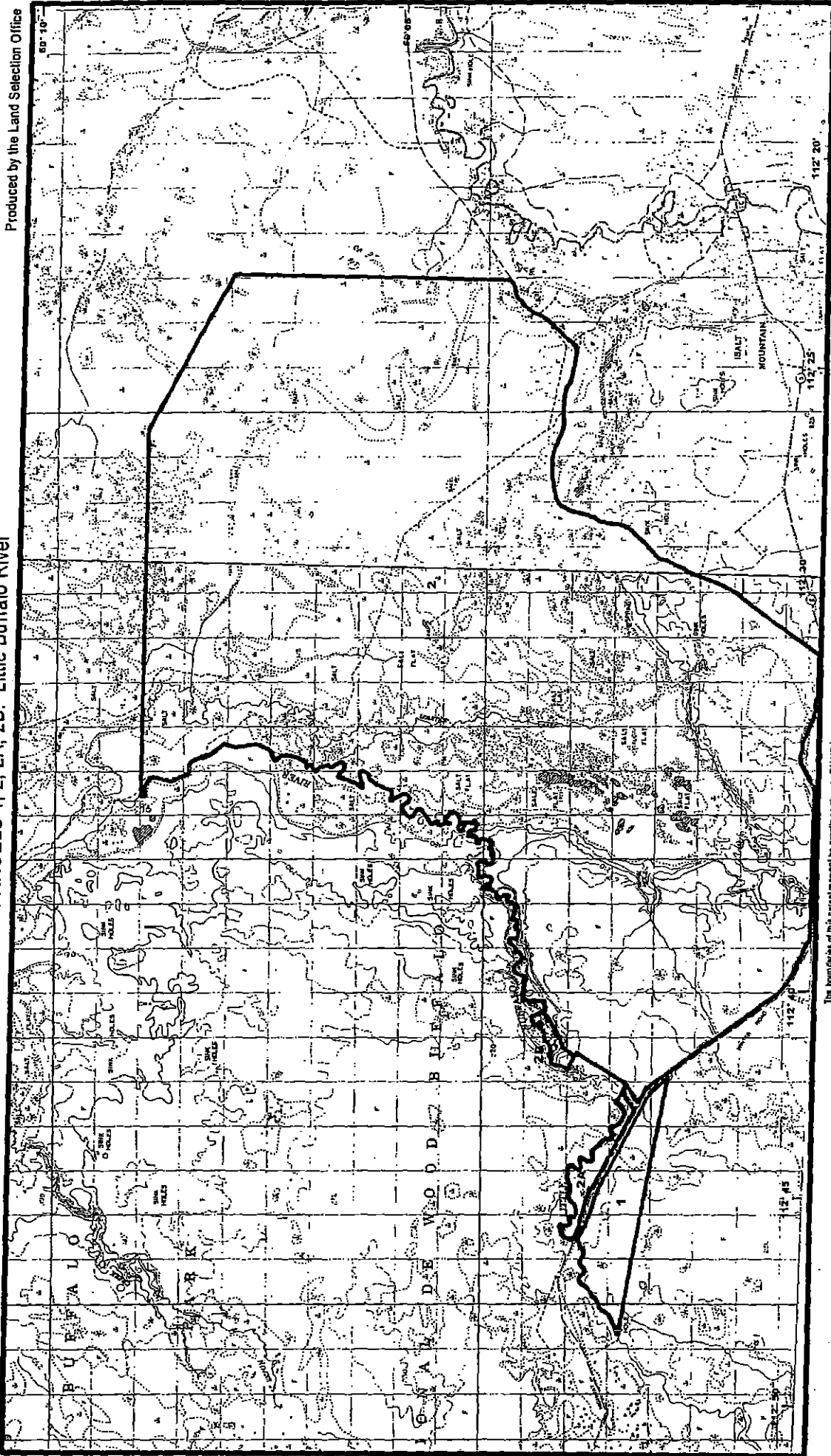
Excluded

> Lot 3003

→ also 57924

PARCELS 1, 2, 2A, 2B: Little Buffalo River

Produced by the Land Selection Office

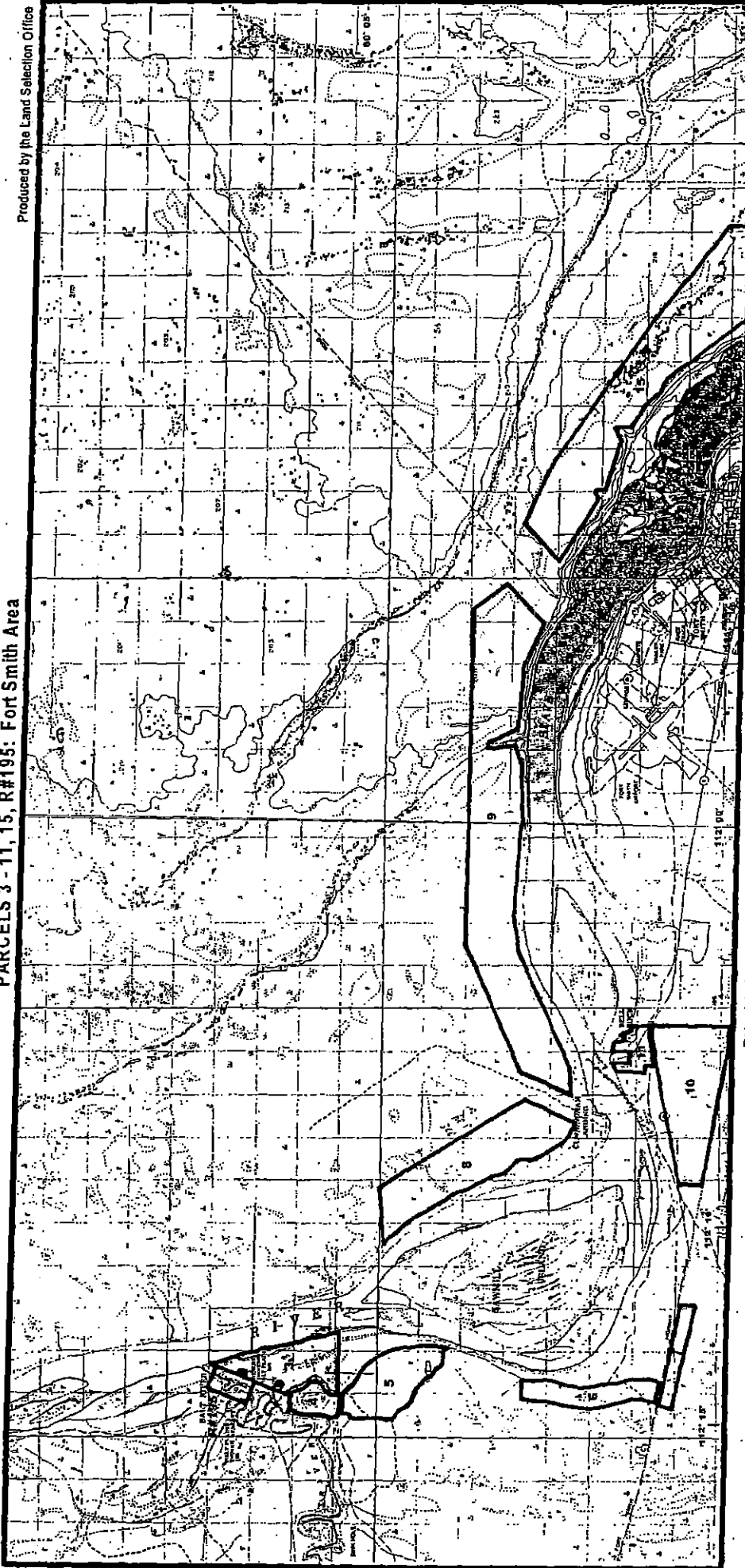


The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map.  
For illustrative purposes only.

Handwritten signatures and initials, including "AK", "IK", and "JEF".

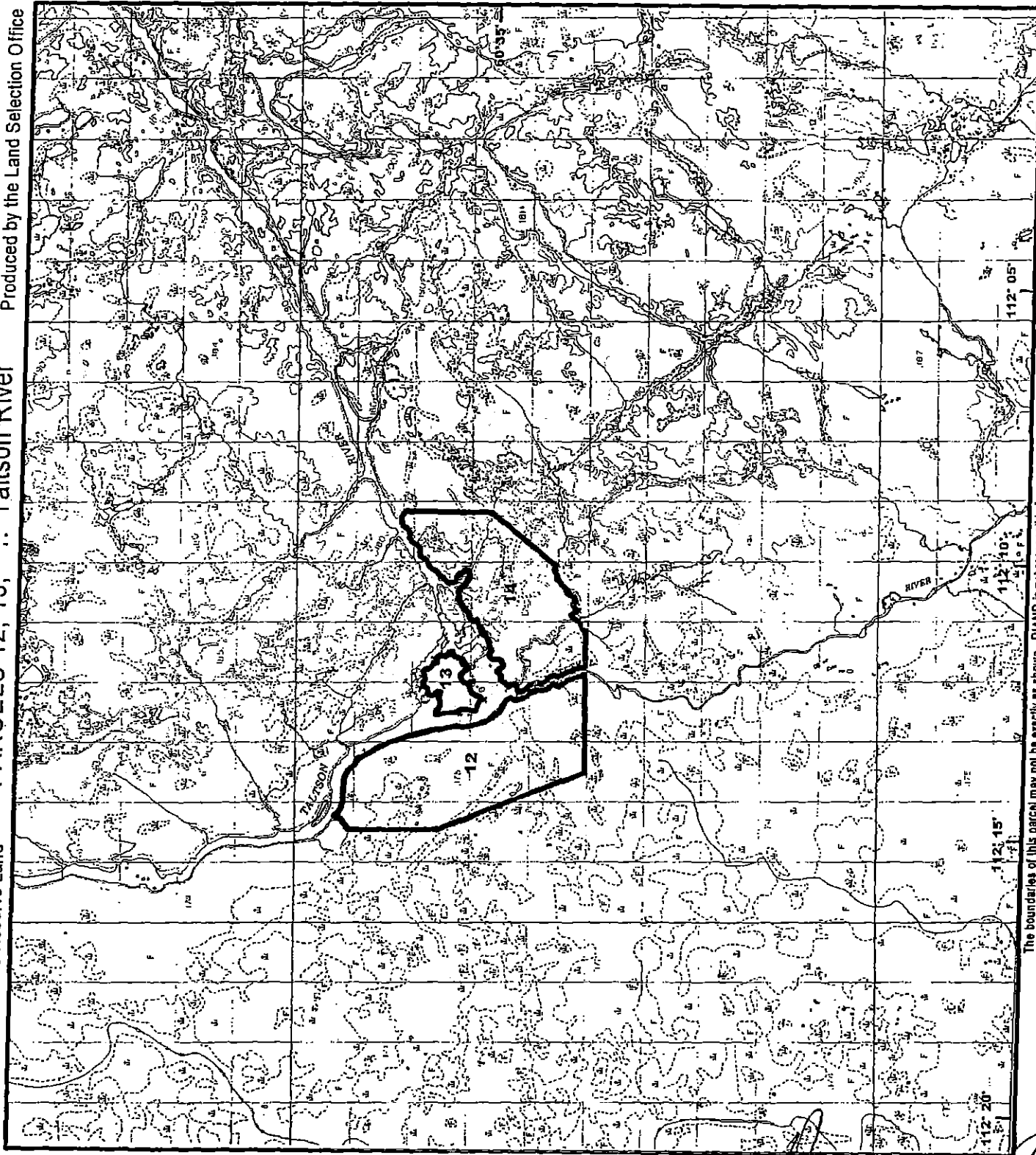
PARCELS 3 - 11, 15, R#195: Fort Smith Area

Produced by the Land Selection Office



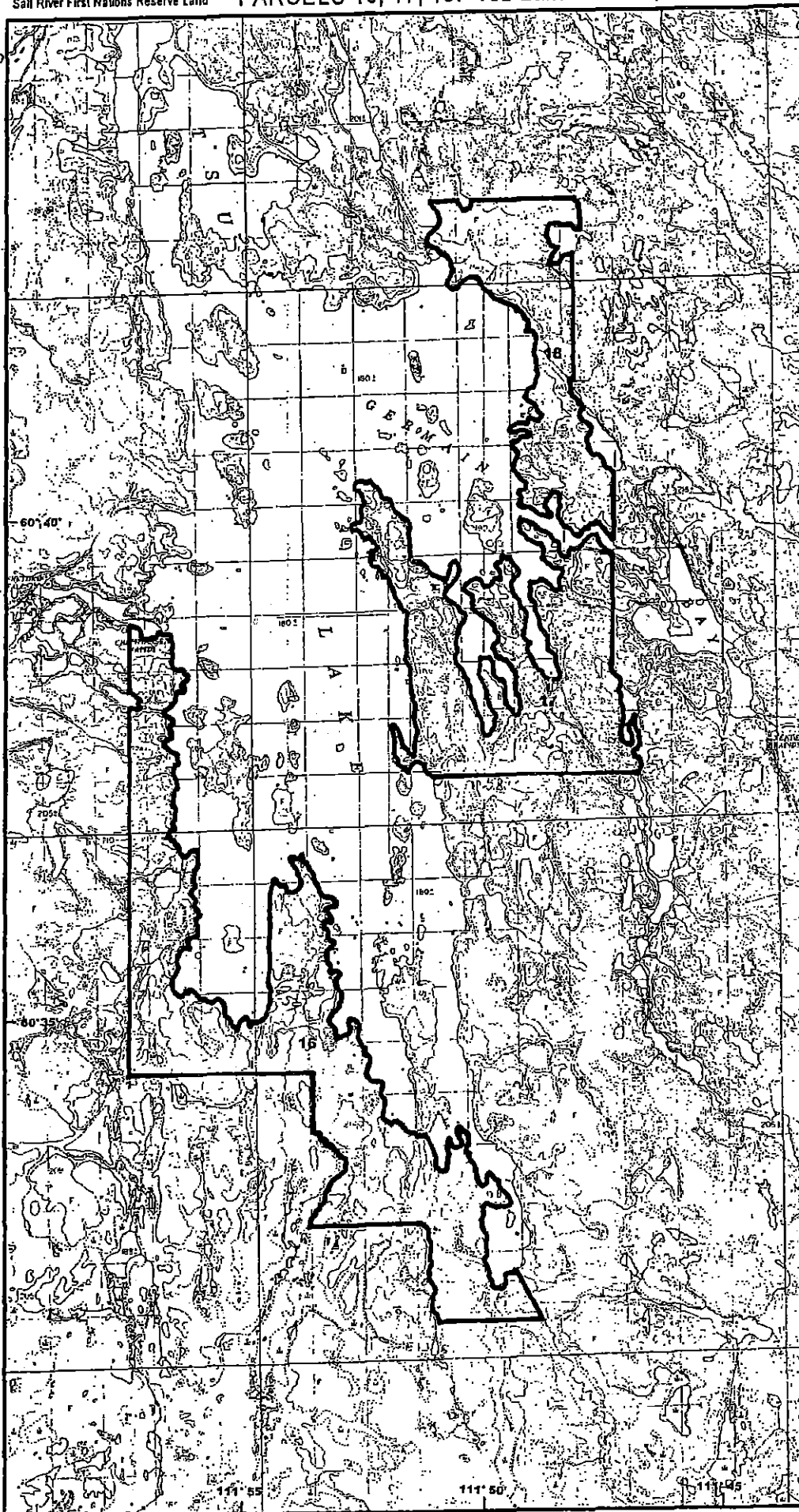
The boundaries of this parcel may not be exactly as shown. DND is not responsible for any errors or discrepancies occurring on this map. For suitable purposes only.

Handwritten signatures and initials, including "2R" and "H. J. E. R."



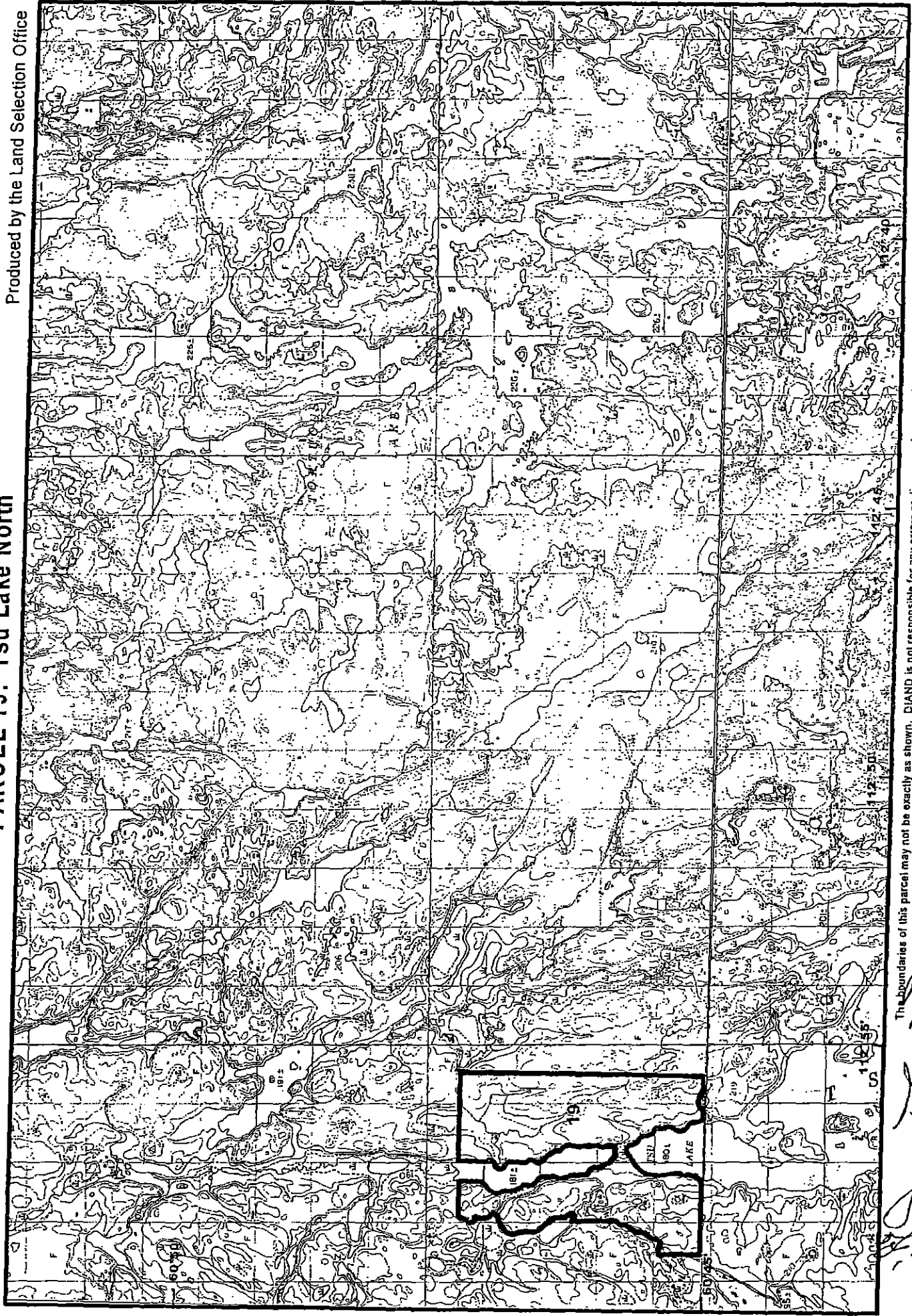
*[Handwritten signatures and initials]*

The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map.  
For illustrative purposes only.



PARCEL 19: Isu Lake North

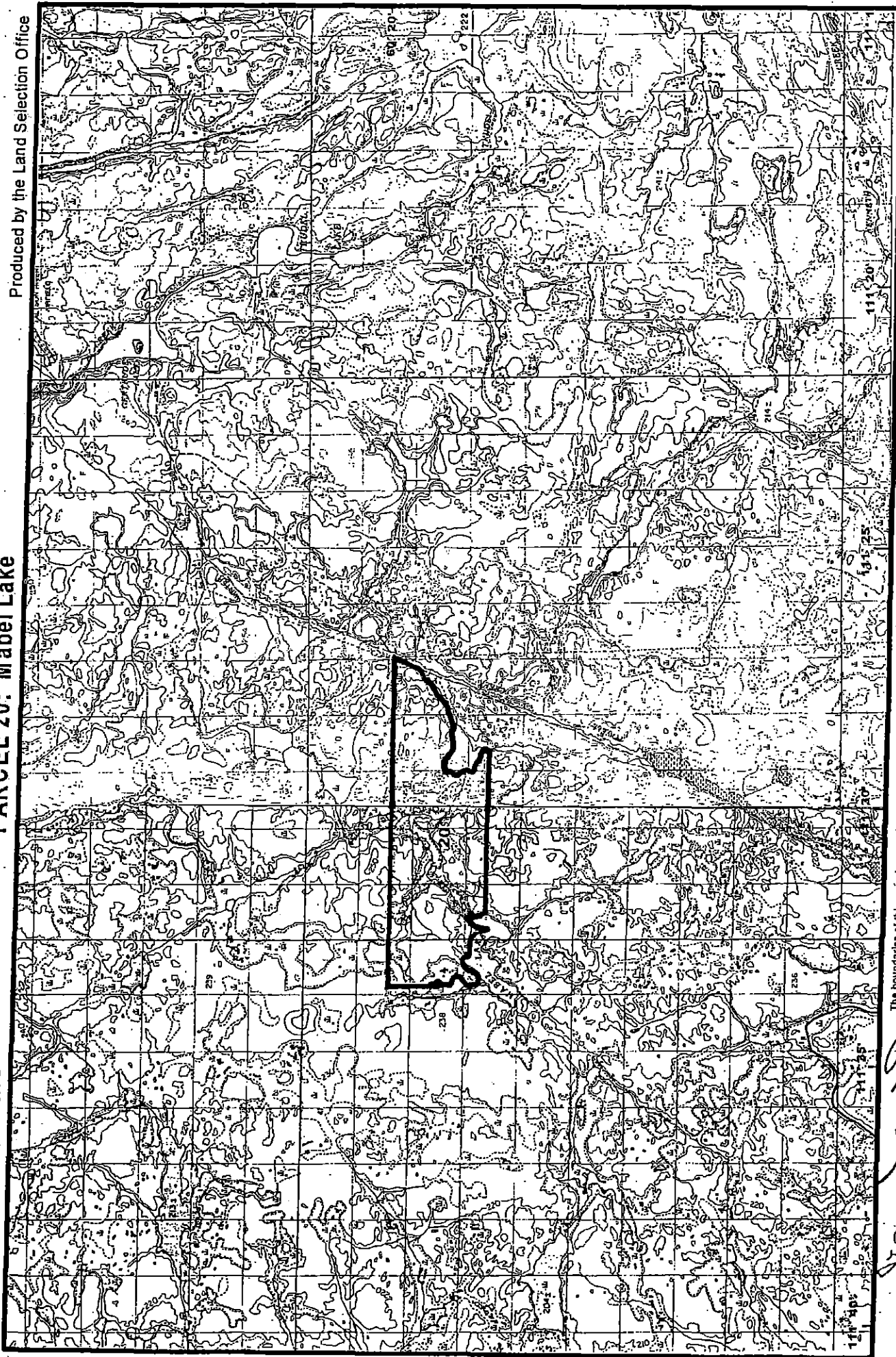
Produced by the Land Selection Office



The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map.  
For illustrative purposes only.



PARCEL 20: Mabel Lake



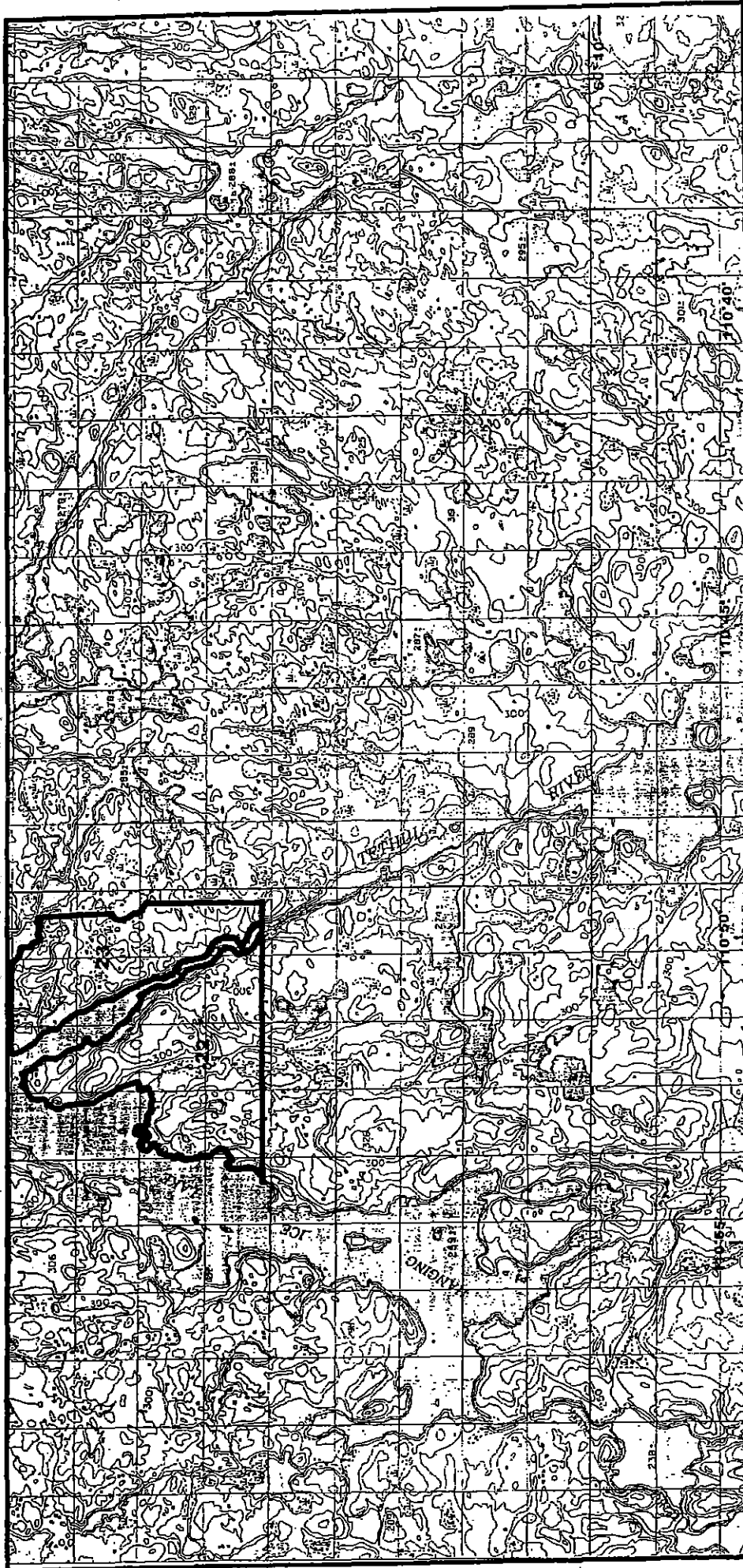
The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map.  
For illustrative purposes only.

OK  
J.E.Y.



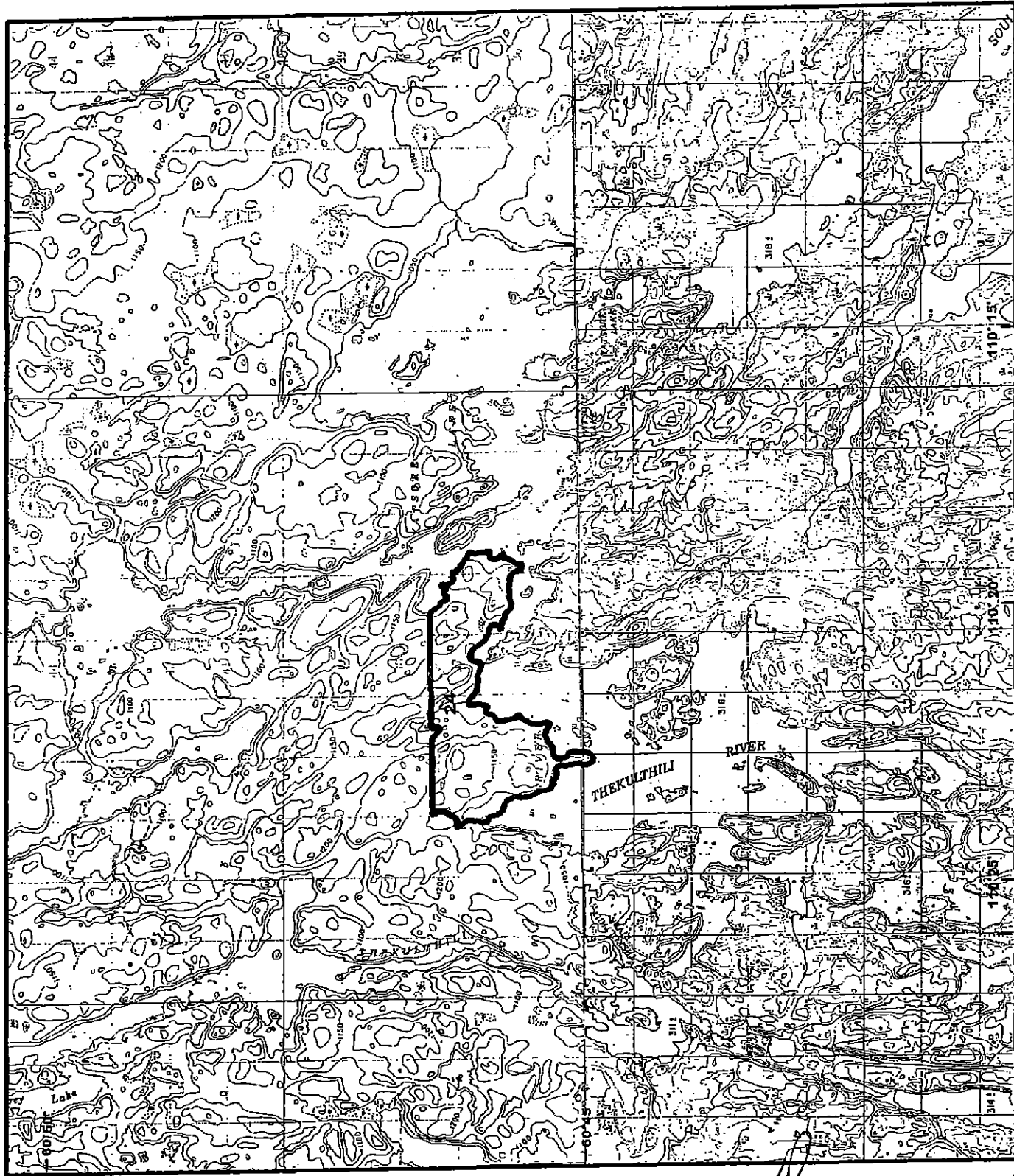
The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map.  
For illustrative purposes only.

*Handwritten signatures and initials:*  
TR, J, and others.



The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map.  
For illustrative purposes only.

Handwritten signatures and initials, including "K-7-8" and "H-7-8".

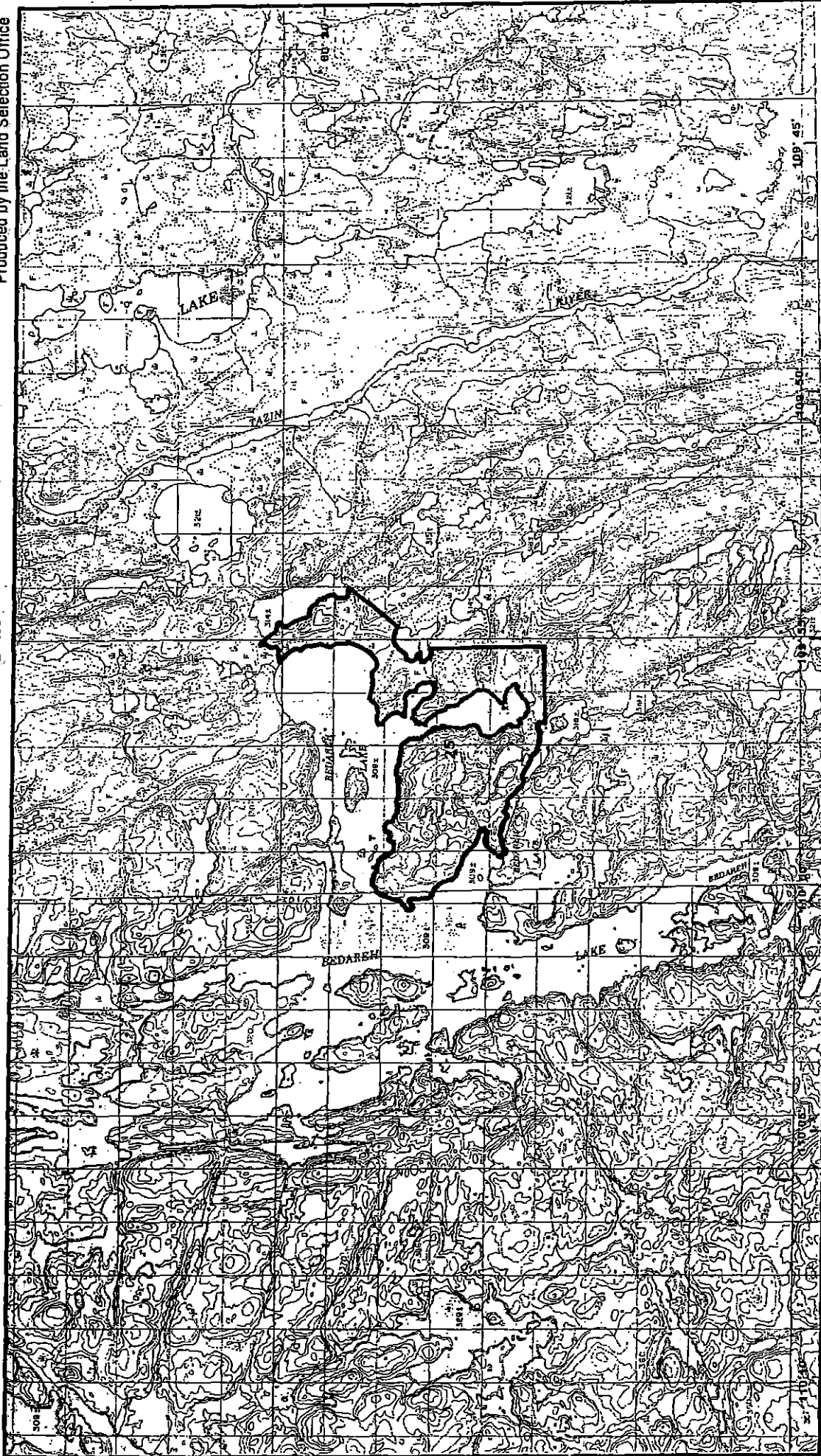


The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map. For illustrative purposes only.

*Handwritten signature and initials.*



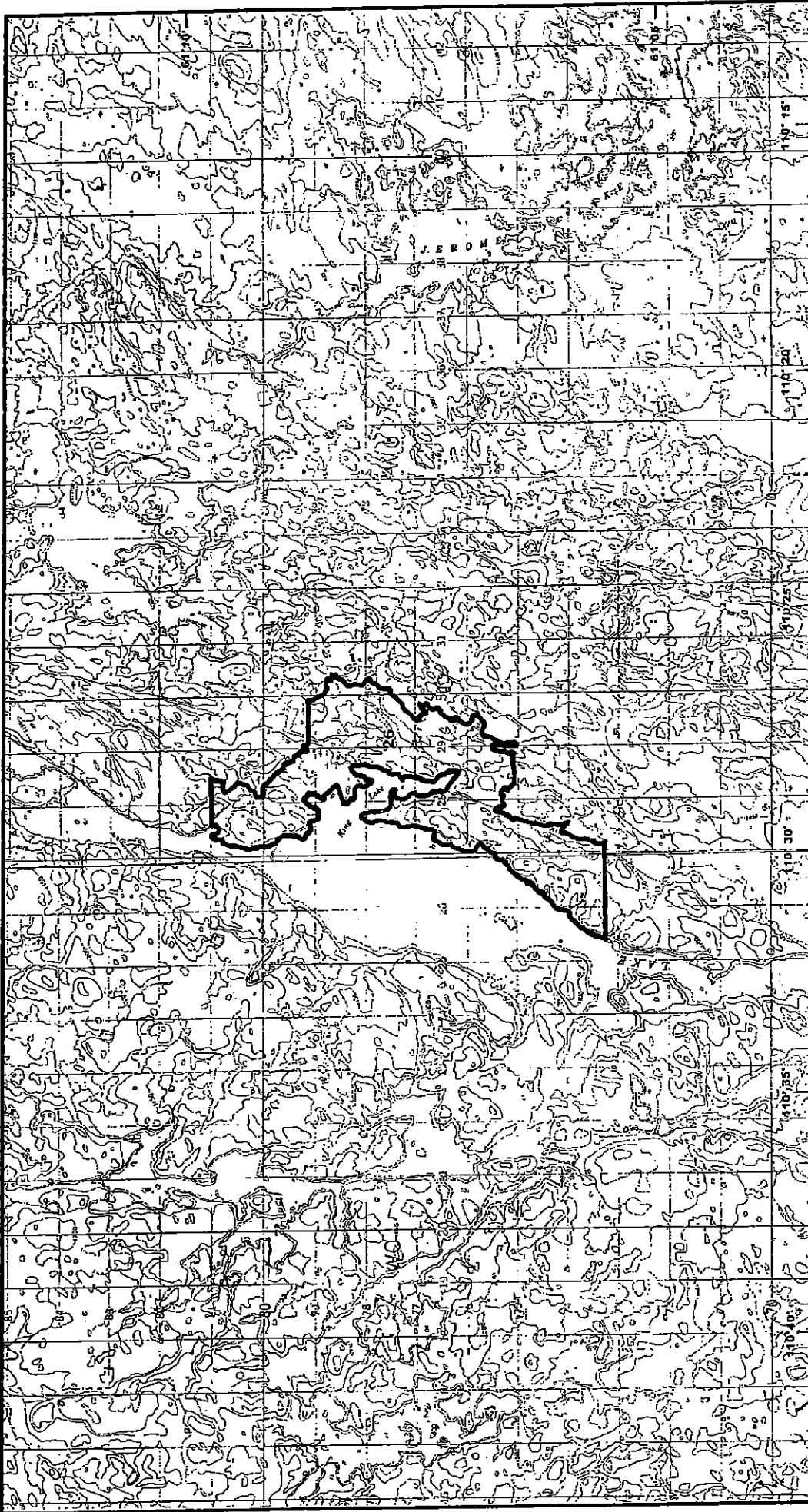
PARCEL 25: Bedareh Lake



The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map.  
For illustrative purposes only.

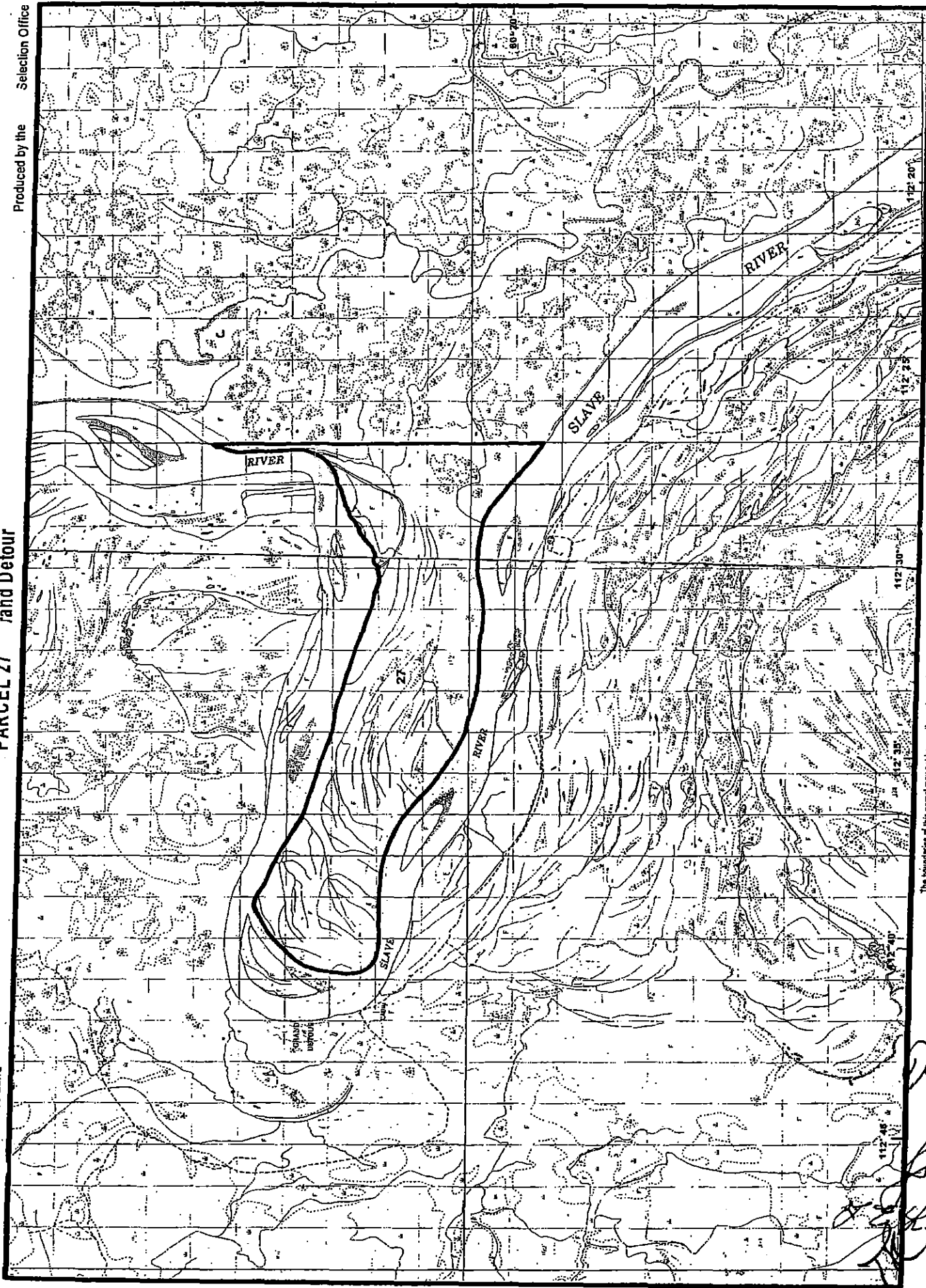
2R  
2R  
2R

PARCEL 26: King Lake



The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map. For illustrative purposes only.

Handwritten signatures and initials.




The boundaries of this parcel may not be exactly as shown. QUAND is not responsible for any errors or discrepancies occurring on this map.

**Salt River First Nation  
Proposed Little Buffalo River, NT  
Indian Reserve  
Wood Buffalo National Park**

**Claim Area**

 Salt River First Nation  
(6.9 sq km / 1705.0 acres)

**Legend**

 WBNP  
— Highway  
— Road  
— Water Body

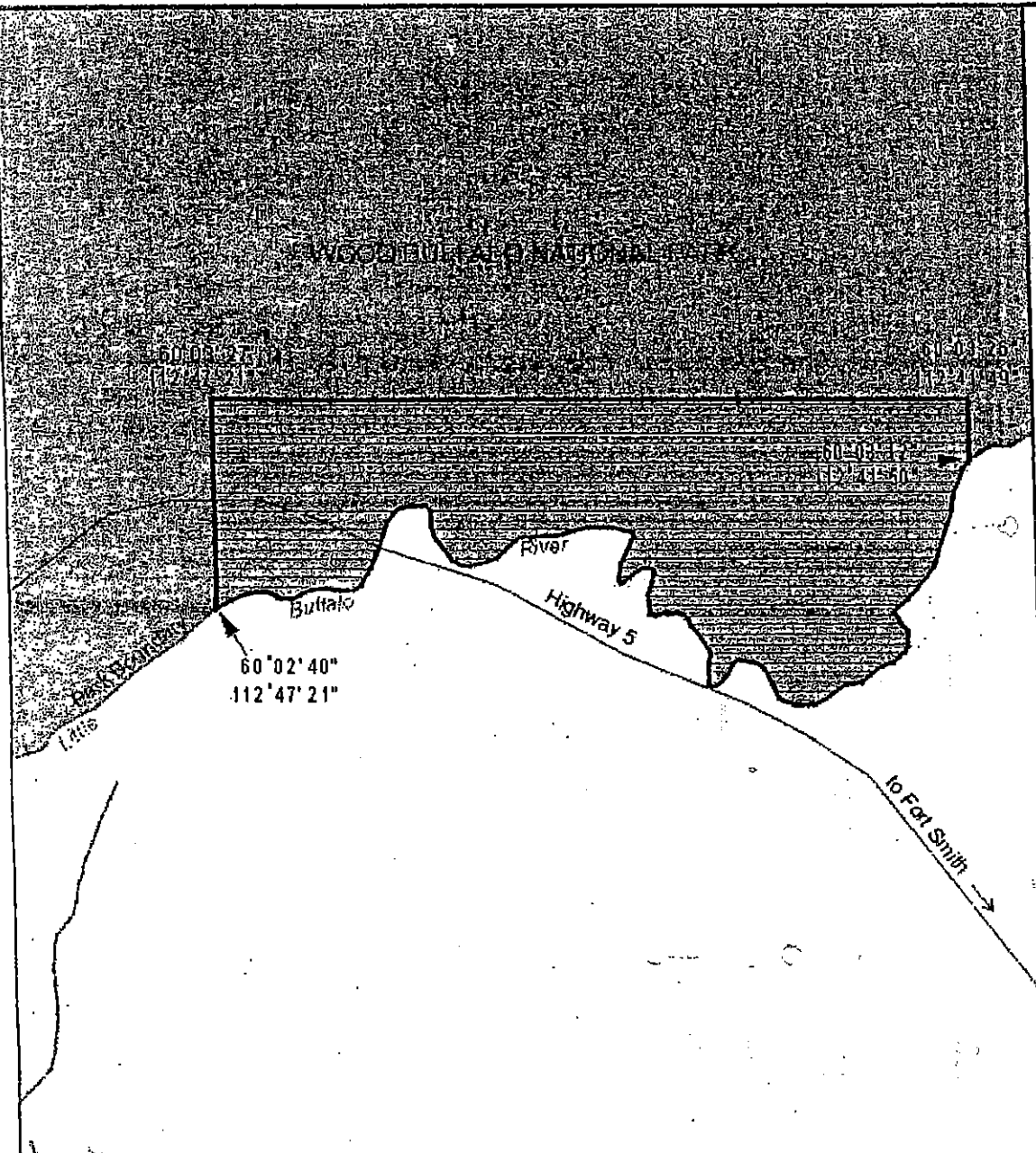
Note: All coordinates refer to North American Datum 1927 (NAD 27)

**August 10, 2000**



100 0 1000 m

**Canada**  
**Wood Buffalo National Park**  
This is not a legal document

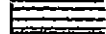


The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map. For illustrative purposes only.


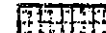
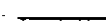
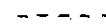



# **Salt River First Nation Proposed Indian Reserve Salt River Wood Buffalo National Park**

## **Claim Area**

 Salt River First Nation  
(0.4 sq km / 98.8 acres)

## **Legend**

 Wood Buffalo National Park  
 Salt River Day Use Area  
 Road  
 Trail  
 Water Body

Note: All coordinates refer to North American Datum 1927 (NAD 27)

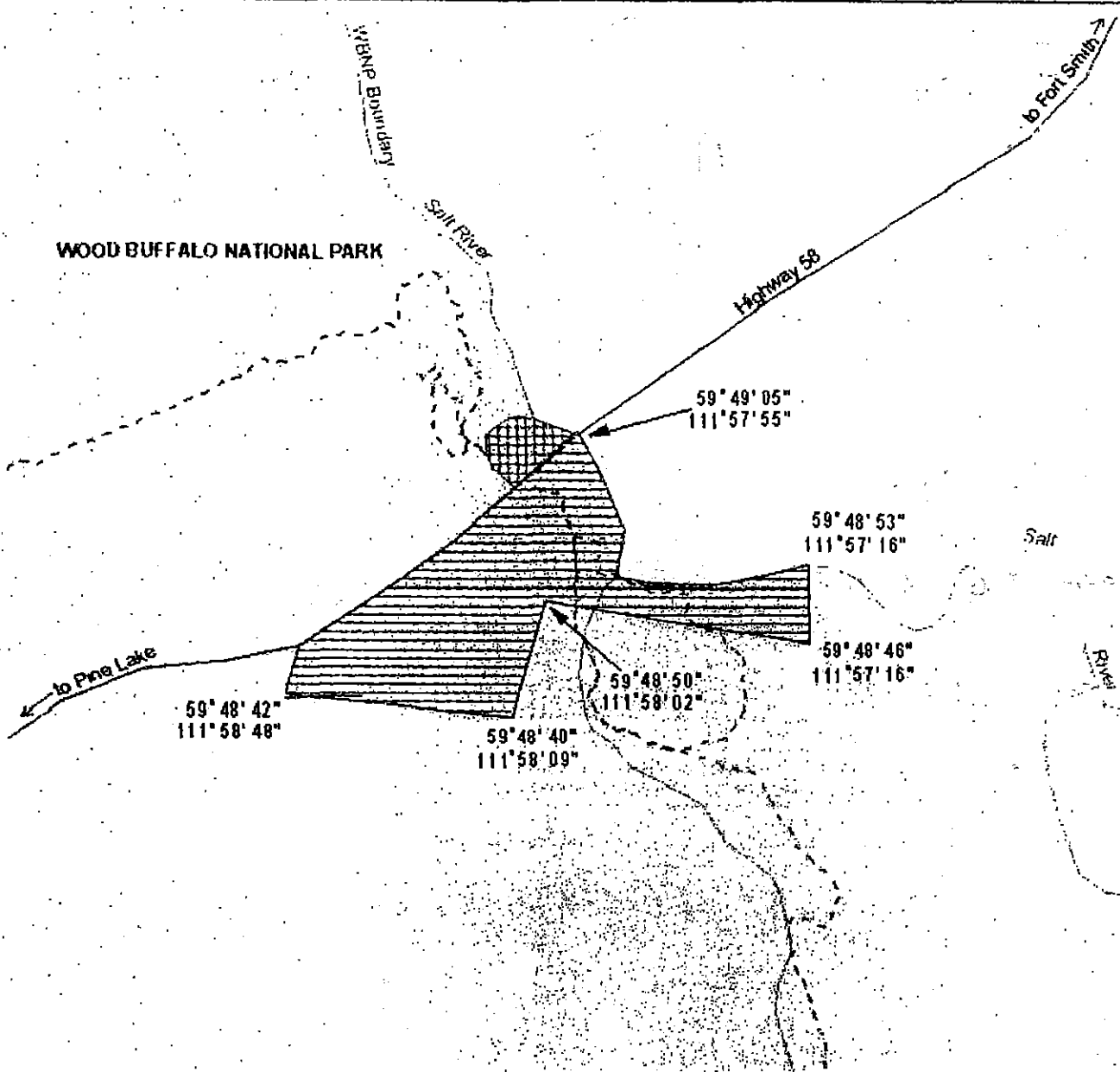
August 10, 2000



100 0 500 m

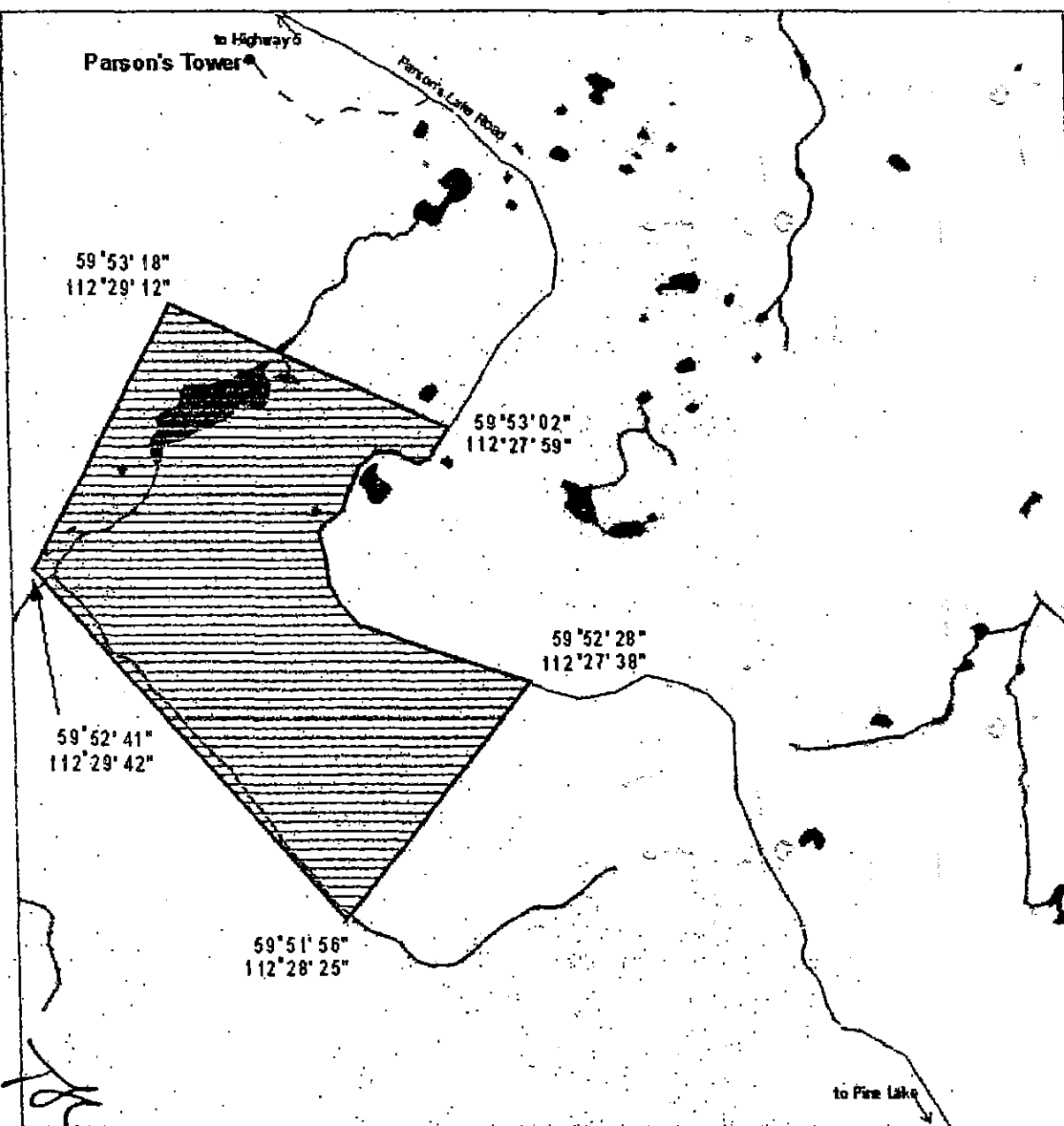
**Canada**  
**Wood Buffalo National Park**

This is not a legal document



The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map.  
For illustrative purposes only.

*[Handwritten signatures]*



**Salt River First Nation  
Proposed Indian Reserve  
Parson's Lake  
Wood Buffalo National Park**

**Claim Area**


 **Salt River First Nation**  
(2.4 sq km / 593 acres)

—— Road  
--- Trail

Note: All coordinates refer to North  
American Datum 1927 (NAD 27)

November 23, 2000



  
100 0 500 m

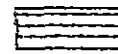
This is not a legal document

 **Parcs Canada** **Parks Canada**  
**Wood Buffalo National Park**

The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map. For illustrative purposes only.

# Proposed Pine Lake Indian Reserves Wood Buffalo National Park

## Claim Area



Salt River First Nation

(3.95 km / 976.06 acres)



Smith's Landing First Nation

(5.79 km / 1430.74 acres)

## Other Feature

--- Trail or Cut Line

— Road



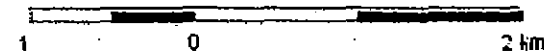
Parks Helipad

## Building

■ Park Facility

• Private Cabin

Note: All coordinates refer to North American Datum 1927 (NAD 27)

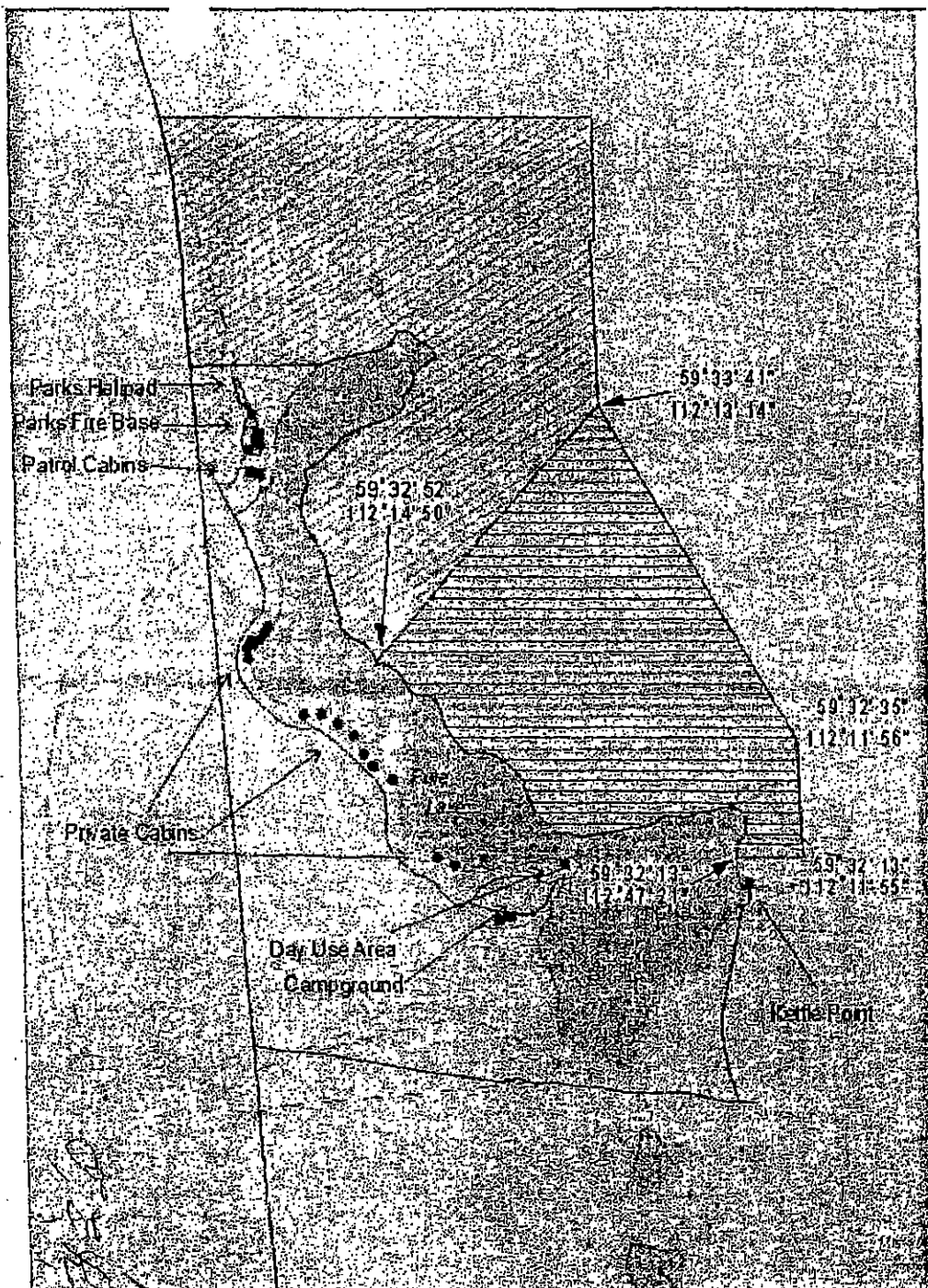


Canada

August 1, 2000

Wood Buffalo National Park

This is not a legal document



The boundaries of this parcel may not be exactly as shown. DIAND is not responsible for any errors or discrepancies occurring on this map.  
For illustrative purposes only.

**Salt River First Nation  
Municipal Land  
Identification  
Town of Fort Smith**

↑ N

Slave River

Map Scale: 1:10,000

The boundaries of these identifications may not be exactly as shown and are for illustrative purposes only. DIAND is not responsible for any errors or discrepancies occurring on this map.

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

Final - 13 November 2001  
**SCHEDULE "O"**  
 To  
**SALT RIVER FIRST NATION**  
**TREATY SETTLEMENT AGREEMENT**  
 Dated For Reference 13 November 2001

**Description of Third Party Interests**

<b>THIRD PARTY INTERESTS</b>				
<b>SITE#</b>	<b>PARCEL DESCRIPTION</b>	<b>LEGAL DESCRIPTION</b>		<b>Certificate of Title#</b>
		<b>LTO</b>	<b>Lot</b>	
M1	TROUT STREET	1055	927	9402
M2	327 MCDOUGAL ROAD	272	521	51710
M2	323 MCDOUGAL ROAD	272	522	19026
M2	319 MCDOUGAL ROAD	272	523	51394
M2	315 MCDOUGAL ROAD	272	524	7470
M2	309 MCDOUGAL ROAD	272	525	51773
M2	305 MCDOUGAL ROAD	272	526	42469
M2	301 MCDOUGAL ROAD	272	527	19004
M2	297 MCDOUGAL ROAD	272	528	46133
M2	293 MCDOUGAL ROAD	272	529	8707
M2	96 WOODBISON AVENUE	272	531	41407
M2	102 WOODBISON AVENUE	272	533	41408

THIRD PARTY INTERESTS				
SITE#	PARCEL DESCRIPTION	LEGAL DESCRIPTION		Certificate of Title#
		LTO	Lot	
M2	116 WOODBISON AVENUE	272	536	42538
M2	120 WOODBISON AVENUE	272	537	42631
M2	115 WOODBISON AVENUE	272	542	15576
M2	111 WOODBISON AVENUE	272	543	40054
M2	289 MCDUGAL ROAD	404	53-13	48206
M2	7 WAPITI STREET	404	53-14	17564
M2	9 WAPITI STREET	404	53-15	52875
M2	16 WAPITI STREET	404	53-7	22889
M2	13 WAPITI STREET	404	53-16	26290
M2	15 WAPITI STREET	404	53-17	52644
M2	10 WAPITI STREET	1534	938	35714
M2	6 WAPITI STREET	1534	939	50641
M2	291 MCDUGAL ROAD	1534	940	51904 & 35363
M3	FRANKLIN AVENUE	2082	1456	26229
M4	192 MCDUGAL ROAD	602	711	51228
M6	TROUT STREET	1055	928	9402

Final - 13 November 2001

**SCHEDULE "P"**  
**To**  
**SALT RIVER FIRST NATION**  
**TREATY SETTLEMENT AGREEMENT**  
  
**DISPUTE RESOLUTION PROCESS**

**1     General**

- 1.1     The provisions of this Schedule apply to the resolution and determination of all Disputes, as defined herein, arising between Canada and Salt River with respect to the interpretation, implementation or performance of all or part of the Settlement Agreement.
- 1.2     The provisions of this Schedule shall address a Dispute through various stages in which each Party shall participate. A Dispute shall, upon receipt of a notice that a Dispute exists proceed through either of Collaborative Negotiations, Mediation or Arbitration in such cases where the Dispute remains unresolved.
- 1.3     Except as otherwise provided, Disputes not resolved informally will progress, until resolved, through the following stages:
  - 1.3.1     Stage One - Collaborative Negotiations are unassisted efforts to reach agreement between or among the Parties through Collaborative Negotiations as set out in Article 2.
  - 1.3.2     Stage Two - Structured efforts to reach agreement between or among the Parties with the assistance of Mediator who has the authority to assist Collaborative Negotiations and make a non-binding recommendation as set out in Article 3.
  - 1.3.3     Stage Three - Final adjudication is arbitrated in proceeding pursuant to Article 4.
- 1.4     No Party may refer a Dispute to Arbitration without first proceeding through stages one and two as required herein.
- 1.5     Should informal discussions relating to a Dispute fail to produce satisfactory results between the Parties and prior to advancing to Mediation or Arbitration, the Parties agree to make *bona fide* efforts to resolve the Dispute through Collaborative Negotiations.

**COLLABORATIVE NEGOTIATIONS**

- 2.1 The Parties desire and expect that most disagreements will be resolved by informal discussions between the Parties, without the necessity of invoking the Dispute resolution provisions.
- 2.2 Collaborative Negotiation shall be commenced by one Party notifying the other in writing of its intention to negotiate a Dispute pursuant to these provisions.
- 2.3 Such notice shall contain a description of the Dispute, relevant supporting documentation, a prescribed solution to the said Dispute and the name of the individual representative charged with the authority to negotiate a solution to the said Dispute and without limiting the foregoing shall include written notice (Notice of Dispute) delivered by one Party to the other Party in accordance with the notice provisions of the Settlement Agreement. The Notice of Dispute shall contain:
- 2.3.1 the issue or issues which the Party wishes to resolve;
  - 2.3.2 a summary of the facts relevant to the issue or issues, as asserted by the Party and all additional relevant documents;
  - 2.3.3 the Party's requested resolution or remedy to address the Dispute; and
  - 2.3.4 an expressed intention to commence Collaborative Negotiation between the Parties.
- 2.4 The Party receiving said Notice of Dispute shall reply with a Reply ("Reply") to a Notice of Dispute within seven (7) days of receipt with written confirmation of receipt of the Notice including relevant supporting documentation, a prescribed solution to the Dispute, and the name of the representative charged with the authority to negotiate a solution to the said Dispute and without limiting the foregoing shall include the Reply delivered to the other Party in accordance with the notice provisions of the Settlement Agreement. The Reply shall contain:
- 2.4.1 a statement of those assertions of fact in the Notice of Dispute with which the Party receiving the Notice of Dispute agree;
  - 2.4.2 a summary of the different or additional facts relevant to the issue or issues as asserted by the Party receiving the Notice of Dispute and all additional relevant documents;
  - 2.4.3 a suggested resolution or remedy to address the Dispute; and



- 2.4.4 an expressed agreement to engage in Collaborative Negotiation, Mediation or Arbitration with the other Party.
- 2.5 The Parties shall meet for Collaborative Negotiations within five (5) days of filing the Reply.
- 2.6 Each Party to Collaborative Negotiations shall bear its own costs unless agreed otherwise in writing as between the Parties prior to the commencement of Collaborative Negotiations.
- 2.7 Each Party to the Dispute must make *bona fide* efforts to resolve in the Dispute by Collaborative Negotiations between themselves by;
- 2.7.1 identifying underlying interests;
  - 2.7.2 isolating points of agreement and disagreement;
  - 2.7.3 exploring alternative solutions;
  - 2.7.4 considering compromises or accommodations; and
  - 2.7.5 taking any other measures that will assist in resolution of the disagreement.
- 2.8 All aspects of the Collaborative Negotiations shall be confidential and no public disclosure (written, verbal or otherwise) shall occur without the express written consent of the other Party to the Dispute.
- 2.9 Nothing in these Collaborative Negotiations provisions prohibits a Party from making, on a without prejudice basis, an offer in writing of settlement relating to the Dispute prior to or during the course of Collaborative Negotiations by the Parties under this Agreement.
- 2.10 Any settlement of the Dispute shall be confirmed in writing by each Party for the purposes of implementing the settlement.

### 3 MEDIATION

- 3.1 If after five (5) days of the first session of Collaborative Negotiations (unless otherwise extended by agreement of the Parties) the Parties are unable to resolve the Dispute, the Parties agree to appoint a Mediator within three (3) days to assist the Parties.

- 3.2 A Mediation will be conducted by one Mediator jointly appointed by the Parties or if the parties cannot agree then by a Mediator appointed by the Mediation and Arbitration Society of Alberta.
- 3.3 A Mediator will be:
- 3.3.1 an experienced and skilled mediator, preferably with unique qualities or specialized knowledge that would be of assistance in the circumstances of the disagreement;
  - 3.3.2 possessed with the qualifications fitting of a prudent mediator; and
  - 3.3.3 independent and impartial.
- 3.4 The Parties will provide the Mediator with full access to all relevant documents presented under sections 2.3 and 2.4.
- 3.5 If the Parties are unable to agree on a mediator from the list set out in section 3.2, or the mediators are unavailable, a written request will be made by either or both Parties to the Mediation and Arbitration Society of Alberta requesting the immediate appointment of a Mediator.
- 3.6 The selected Mediator will at once contact the Parties to commence the Mediation within five (5) days.
- 3.7 The Mediator shall prescribe the rules of procedures to be used for the Mediation including the presentation of information.
- 3.8 The Mediation shall not exceed four (4) hours unless the Parties to the Dispute and the Mediator agree.
- 3.9 Nothing in the Mediation provisions prohibits a Party from making, on a without prejudice basis, an offer in writing of settlement relating to the Dispute prior to or during the Mediation.
- 3.10 If a Mediation is completed without the Parties reaching an agreement, the Parties may agree to request the Mediator to give a written non-binding recommendation for settlement.
- 3.11 The Mediation and any recommendations of the Mediator shall be confidential to the Parties of the Dispute and no public disclosure of the Mediation (written, verbal or otherwise) shall occur without the written consent of the other Party.

- 3.12 Each Party shall share the cost of the Mediator equally and bear their own costs accordingly.
- 3.13 Any settlement of the Mediation shall be confirmed in writing by each Party for the purposes of implementing the settlement.

#### 4 ARBITRATION

- 4.1 If Mediation was unsuccessful, the Parties will immediately proceed to Arbitration in accordance with the provisions set out herein and upon service of Notice to one Party to the other in accordance with the notice provisions of the Settlement Agreement.
- 4.2 Within seven (7) days, following receipt of the Notice, an Arbitration Board shall be established in accordance with the provision set out herein.
- 4.3 Unless otherwise agreed to by the Parties to an Arbitration, the Board shall consist of three arbitrators, whose appropriateness or credentials shall be determined by the appointing Parties.
- 4.4 Each Party shall appoint one member to the board and together, each of the two chosen members shall select a third person to serve as Chair of the Arbitration Board.
- 4.5 In the event the two selected members cannot agree within twenty-four (24) hour upon selection of a Chair, a Chair shall be selected by the Mediation and Arbitration Society of Alberta.
- 4.6 With respect to a Dispute referred to Arbitration under this Agreement, the Arbitration Board shall have the authority to resolve the Dispute including the authority to;
- 4.6.1 Determine all questions of procedure including the method of giving evidence;
  - 4.6.2 Subpoena witnesses and documents;
  - 4.6.3 Administer oaths and solemn affirmations to the Parties and witnesses;
  - 4.6.4 Order a Party to cease and desist from any activity contrary to the provisions of this Agreement;
  - 4.6.5 Make an order determining the monetary value of a loss or injury suffered

by a Party as a result of a contravention of the Agreement, by act or omission, and directing the Party to pay all or part of the amount of that monetary value;

- 4.6.6 Declare the rights and obligations of the Parties to a Dispute;
  - 4.6.7 Make an order providing for interim relief; and
  - 4.6.8 Make any other order necessary to give effect to the Settlement Agreement.
- 4.7 Without limiting the generality of section 4.6, the Arbitration Board shall have the power to make interim decisions necessary to enable Salt River or Canada to fulfill contractual obligations required to complete a construction or other project or other project or any other part thereof and to meet projected construction timetables.
- 4.8 The Arbitration Board shall provide its decision, including reasons for its decision, in writing within seven (7) days of the conclusion of the Arbitration.
- 4.9 Should the Parties require additional clarification as to the meaning of the Arbitration Board's decision, either Party may apply to the Arbitration Board in writing, with notice to the other Party, to reconvene the Arbitration for the purposes of clarifying the decision. Such notice for clarification shall not constitute a request for a *de novo* hearing of the Dispute.
- 4.10 Any application to reconvene shall be made within five (5) days of the rendering of the original decision and the Arbitration Board shall reconvene within five (5) days of receipt of such notice and shall provide any clarification of the decision it deems necessary within a period not to exceed two (2) days after reconvening the Arbitration.
- 4.11 Any decision rendered by the Arbitration Board is final and binding on the Parties and is not subject to appeal, but the decision may be reviewed by a superior court having the jurisdiction to do so, for a failure to observe the principles of natural justice or otherwise acting beyond or refusing to exercise its jurisdiction.
- 4.12 Without limiting section 4.11, each Party agrees that it will not apply to the Courts to enjoin, delay, impede or otherwise interfere with or limit the scope or powers of the Arbitration Board.
- 4.13 Any offers of settlement made in the course of the procedures set out in this Schedule are privileged and shall not be relied upon as evidence before the

Arbitration Board.

- 4.14 Each Party shall bear the costs of their own selected member and shall equally share the costs of the Chair.
- 4.15 The Arbitration Board may make a ruling awarding reasonable costs against either Party or both, however, in the event they choose not to make such a ruling, each Party will bear its own costs.

*[Handwritten signatures and initials]*

**Final - 13 November 2001**

**SCHEDULE "Q"**  
**To**  
**SALT RIVER FIRST NATION**  
**TREATY SETTLEMENT AGREEMENT**  
**Dated For Reference 13 November 2001**

**FORM OF WAIVER OF LIABILITY AND INDEMNITY**

In consideration of the execution of the agreement made between Her Majesty the Queen in Right of Canada ("Canada") and the Government of the Northwest Territories ("GNWT"), and dated for reference 13 November 2001 (the "Canada-GNWT Agreement"), and in further consideration of the Settlement Agreement between Salt River First Nation, #195 ("Salt River") and Canada which is dated 13 November 2001 for reference and in consideration of GNWT's performance of the terms and provisions of the Canada-GNWT Agreement, and in further consideration of Canada's performance of the terms and provisions contained in the Settlement Agreement, Salt River, on its own behalf, and on behalf of all past, present or future members of Salt River, and all past, present or future members of Salt River claiming through any other Band and on behalf of their respective heirs, successors, administrators, and assigns, hereby agrees to the terms of the following waiver of liability and indemnity:

1. In this Schedule, all terms have the same meaning as those used in the Settlement Agreement;
2. Being fully apprised of the environmental condition of the Settlement Lands and the results of the Environmental Audit reports referred to in Article 5 of the Settlement Agreement, and without limiting any decommissioning or reclamation recommendations made in the Environmental Audit reports, Salt River acknowledges the relevant Settlement Lands are to be added to the Reserve in their current environmental state as determined by the Environmental Audit reports and in accordance with the policies and procedures set out in the Additions to Reserves Policy and Salt River assumes all liability for the relevant Settlement Lands;
3. Salt River releases Her Majesty the Queen in Right of Canada and the Northwest Territories from liability for any existing or future claims that may arise, in favour of any person, in connection with the environmental status of the Settlement Lands, as that status is determined as of the date the Settlement Land is added to the Reserve or a new Reserve is created;

4. Salt River indemnifies Her Majesty the Queen in Right of Canada and the Northwest Territories for liability:
- (a) for claims that may arise in connection with the environmental status of the Settlement Lands, and
  - (b) for the entire cost of any existing or future clean-up costs arising from the environmental status of the Settlement Lands

as that status is determined on the date the Settlement Lands are added to a Reserve or a new Reserve is created.

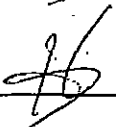
IN WITNESS WHEREOF SALT RIVER FIRST NATION, #195 as represented by the Chief and Councilors, for themselves and on behalf of the Band, have executed this waiver of liability and indemnity under their respective hands this 15 day of JANUARY, A.D. 2001, at the FOUR SMITH, in the Northwest Territories.

Approved and passed by Salt River First Nation, Council Resolution at a duly convened meeting of the Council of Salt River First Nation this 15 day of JANUARY, A.D. 2001, H.B.

Witness



Witness



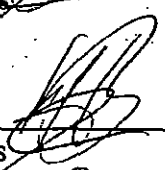
Witness



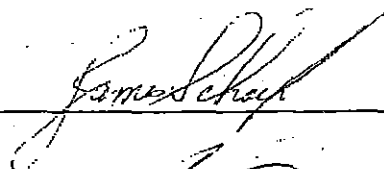
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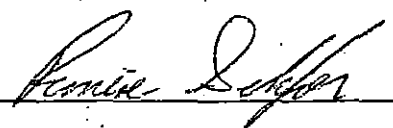
Chief



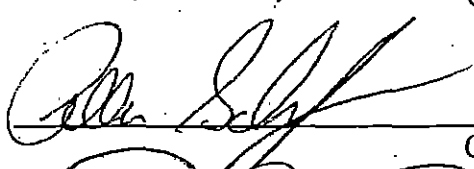
Councillor



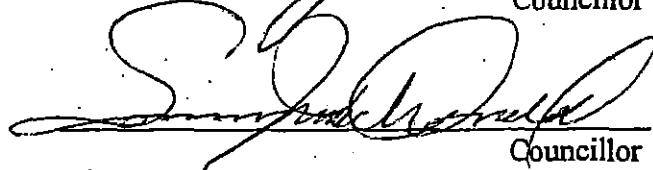
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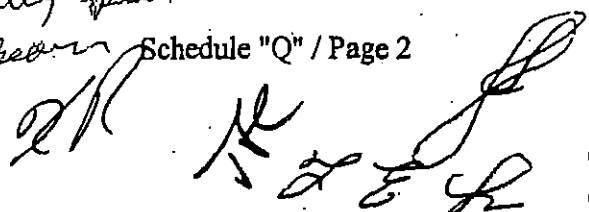
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Raymond Brown

Schedule "Q" / Page 2



Final - 13 November 2001

**SCHEDULE "R"**  
**To**  
**SALT RIVER FIRST NATION**  
**TREATY SETTLEMENT AGREEMENT**  
**Dated For Reference 13 November 2001**  
  
**CORPORATION LANDS**

PARCEL DESCRIPTION: IAB lots	LEGAL DESCRIPTION	
	LTO Plan	Lot
36 RAVEN STREET	235	475
40 RAVEN STREET	235	477
42 RAVEN STREET	235	478
31 WREN CRESCENT	319	589
39 WREN CRESCENT	319	591
43 WREN CRESCENT	319	592
20 WREN CRESCENT	319	602
4 WREN CRESCENT	319	607
8 WREN CRESCENT	319	608
12 WREN CRESCENT	319	609
165 WINTERGREEN STREET	319	610
169 WINTERGREEN STREET	319	611
17 WARBLER CRESCENT	319	615
25 WARBLER CRESCENT	319	617
76 WHIPOORWILL CRESENT	319	618
68 WHIPOORWILL CRESENT	319	620
64 WHIPOORWILL CRESENT	319	621
52 WHIPOORWILL CRESENT	319	624



PARCEL DESCRIPTION: LAB lots	LEGAL DESCRIPTION	
	LTO Plan	Lot
20 WARBLER CRESCENT	319	637
15 WHOOPING CRANE CRESCENT	319	643
598 CALDER AVENUE	319	648
596 CALDER AVENUE	319	649
594 CALDER AVENUE	319	650
110 WILDERNESS ROAD	319	653
96 WHIPOORWILL CRESCENT	319	655
16 WHOOPING CRANE	319	657
608 CALDER AVENUE	319	664
398 CALDER AVENUE	585	826
396 CALDER AVENUE	585	827

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**SCHEDULE "S"**  
**To**  
**SALT RIVER FIRST NATION**  
**TREATY SETTLEMENT AGREEMENT**  
**Dated For Reference 13 November 2001**

**PURCHASE LANDS**

<b>PURCHASE LANDS</b>				
<b>SITE#</b>	<b>PARCEL DESCRIPTION:</b>	<b>LEGAL DESCRIPTION</b>		<b>Certificate of Title #</b>
		<b>LTO Plan</b>	<b>Lot</b>	
M1	TROUT STREET	1055	927	9402
M2	327 MCDOUGAL ROAD	272	521	51710
M2	323 MCDOUGAL ROAD	272	522	19026
M2	319 MCDOUGAL ROAD	272	523	51394
M2	315 MCDOUGAL ROAD	272	524	7470
M2	309 MCDOUGAL ROAD	272	525	51773
M2	305 MCDOUGAL ROAD	272	526	42469
M2	301 MCDOUGAL ROAD	272	527	19004
M2	297 MCDOUGAL ROAD	272	528	46133
M2	293 MCDOUGAL ROAD	272	529	8707
M2	96 WOODBISON AVENUE	272	531	41407
M2	102 WOODBISON AVENUE	272	533	41408
M2	116 WOODBISON AVENUE	272	536	42538
M2	120 WOODBISON AVENUE	272	537	42631
M2	115 WOODBISON AVENUE	272	542	15576
M2	111 WOODBISON AVENUE	272	543	40054
M2	289 MCDOUGAL ROAD	404	53-13	48206
M2	7 WAPITI STREET	404	53-14	17564
M2	9 WAPITI STREET	404	53-15	52875

PURCHASE LANDS				
SITE#	PARCEL DESCRIPTION:	LEGAL DESCRIPTION		Certificate of Title #
		LTO Plan	Lot	
M2	16 WAPITI STREET	404	53-7	22889
M2	13 WAPITI STREET	404	53-16	26290
M2	15 WAPITI STREET	404	53-17	52644
M2	10 WAPITI STREET	1534	938	35714
M2	6 WAPITI STREET	1534	939	50641
M2	291 MCDOUGAL ROAD	1534	940	51904 & 35363
M3	FRANKLIN AVENUE	2082	1456	26229
M4	192 MCDOUGAL ROAD	602	711	51228
M6	TROUT STREET	1055	928	9402

**Final - 13 November 2001**

**Schedule "T"**  
**To**  
**SALT RIVER FIRST NATION**  
**TREATY SETTLEMENT AGREEMENT**  
**Dated For Reference 13 November 2001**

**Purchase Lands M2 Lots**  
**Determination of Most Probable Sales Price**

1. Where Salt River and a willing seller who is the registered legal owner (the "Owner") of a Purchase Lands M2 Lot (the "Lot") determine that the purchase price for that Owner's Lot is to be determined in keeping with Article 7.2.2 of the Settlement Agreement, in addition to any other terms that the sale and purchase agreement might provide (as those terms are agreed upon by Salt River and the Owner), the following terms are deemed to be incorporated into that sale and purchase agreement on the written acceptance by each of Salt River and the Owner that these terms apply:
  - (i) Each of Salt River and the Owner will retain an appraiser accredited with the AACI or CRA designations from the Appraisal Institute of Canada to establish the most probable sales price for the Lot, assuming an arm's length transaction using the market approach to value. Probable sales price means the price at which a property would most probably sell, "as is", if exposed to the market for a reasonable period of time, where payment is made in cash or its equivalent. A reasonable period of time for exposure in the local market is up to 90 days. The parties are presumed to be well informed and acting in what each considers their own best interests.
  - (ii) Each party will bear the cost of the appraiser hired by them.
  - (iii) Each appraiser will deliver their written appraisal report containing their opinion of the probable sales price of the Lot to Salt River and to the Owner within a reasonable period of time.
  - (iv) After receiving the two written appraisal reports, if:
    - (1) the difference between the two probable sales prices is an amount less than 5% of the higher value, then the probable sales price will be deemed to be the lower value plus half the difference and that amount is thereby determined to be the probable sales price of the Lot and that amount is binding on each of Salt River and the Owner for the purpose of the sale and purchase for the Lot; or

- (2) the difference between the two probable sales prices is an amount greater than 5% of the higher value and Salt River and the Owner cannot agree to a price for the Lot, another appraisal will be conducted by a third appraiser, the cost of that third appraisal to be shared equally by each of Salt River and the Owner. The most probable sales price found by the third appraiser determines the probable sales price of the Lot and that amount is binding on each of Salt River and the Owner for the purpose of the sale and purchase agreement for the Lot.
- (v) In determining the most probable sales price, each appraiser must observe the following general guidelines.
- (a) Estimate the most probable sales price considering the property "as is" on the date of inspection. "As is" should reflect the appearance of the property, as compared with similar properties in that market. Equal consideration should be given to both property condition and appeal of the property having regard to the exterior and interior of buildings, with adjustments made to reflect market reaction to the property's appearance, from a buyer's point of view.
  - (b) For purposes of the appraisal assignment, comparable sales data used in each analysis is to include that extracted from lots located outside of the area of the Purchase Lands M2 Lots.
  - (c) The actual cost to cure may or may not be the appropriate measure for this adjustment. Instead the appraiser should consider the contribution to value of the following items:
    - (1) Condition (e.g., modernization, restoration, repairs, necessary improvements, etc.); and
    - (2) Appeal (e.g., construction upgrades, custom decorating, personalized decor, etc.).
  - (d) Stress what the property should sell for in the current marketplace, giving particular attention to the analysis of comparable sales, competitive listings, supply and demand, and overall market conditions. The appraiser should also consider and make necessary adjustments for other factors, such as the Lot's likely exposure to the market, availability and terms of financing; over-improvements, and location.
  - (e) For the purposes of the appraiser's determination of most probable sales price for the Lot, Gross Living Area (GLA) is the calculation of the total living area, expressed in square footage. This calculation is derived from

exterior measurements and is limited to the finished and habitable above, grade living area only. Basement areas (finished and unfinished) are not included in GLA, but may be a valuable and significant contribution, and should be calculated and shown separately in Improvements and Market Data Analysis sections of the report.

- (f) The appraiser should provide as part of their appraisal report sections dealing with descriptions the Neighbourhood, Property Rating, and Market Data Analysis which should make use of the terms "Good", "Average", "Fair", or "Poor" to describe the property and to establish comparable value. When rating the various attributes of the property and neighbourhood, the appraiser is to compare the characteristics to those for competing properties and neighbourhoods. For example, a luxury, custom-designed home may be rated "average" as compared with competitive properties that are also luxury, custom-designed homes. The ratings are defined as follows:

- (1) Good - the amenity or characteristic is superior to the same characteristic found in competing properties and neighbourhoods;
- (2) Average - the amenity or characteristic is equal to the same characteristic found in competing properties and neighbourhoods;
- (3) Fair - the amenity or character is inferior to the same characteristic found in competing properties and neighbourhoods; or
- (4) Poor - the amenity or characteristic is infrequently seen or does not exist but is found in competing properties and neighbourhoods.

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**Appendix "I"**

**To**

**SALT RIVER FIRST NATION  
TREATY SETTLEMENT AGREEMENT  
Dated For Reference 13 November 2001**

**SETTLEMENT TRUST AGREEMENT**

**THIS SETTLEMENT TRUST AGREEMENT** is dated for reference and is effective  
as of the \_\_\_\_\_ day of \_\_\_\_\_, 2002

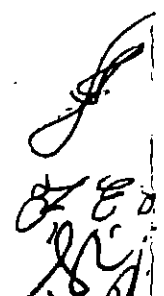
**BETWEEN:**

**SALT RIVER FIRST NATION,**  
as represented by its Chief and Councillors  
(referred to as "Salt River"),

- and -

**\*\*\* TRUSTEE**

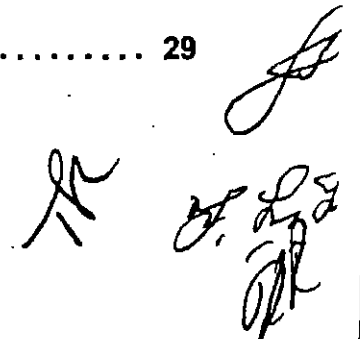
being a corporate trustee registered in the  
Province of Alberta

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# SALT RIVER FIRST NATION SETTLEMENT TRUST AGREEMENT

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## **SALT RIVER FIRST NATION SETTLEMENT TRUST AGREEMENT**

**THIS SETTLEMENT TRUST AGREEMENT** is dated for reference and is effective  
as of the \_\_\_\_\_ day of \_\_\_\_\_, 2002

**BETWEEN:**

**SALT RIVER FIRST NATION,**  
as represented by its Chief and Councillors  
(referred to as "Salt River"),

- and -

**\*\*\* TRUSTEE**  
being a corporate trustee registered in the  
Province of Alberta

**WHEREAS:**

- A. Salt River and Canada have entered into the Salt River First Nation Treaty Settlement Agreement (referred to as the "Settlement Agreement") dated for reference \_\_\_\_\_, 2002 in which the First Nation has pursuant to Section 12 irrevocably authorized and directed Canada to make payments owing to Salt River to the Settlement Trust established pursuant to this Trust Agreement;
- B. The Settlement Agreement provides that funds to which Salt River have become entitled shall be paid into the Settlement Trust and held in trust upon provisions which establish the obligations of the Trustee and Council regarding the use, management, expenditure and investment of the Trust Property and the reporting requirements for the Trust Property;
- C. Salt River and the Trustee acknowledge and agree that the funds to be paid by Canada to the Settlement Trust are intended to benefit Salt River as beneficiary of the Trust and to be administered by the Trustee subject to the terms and conditions set out in this Trust Agreement.

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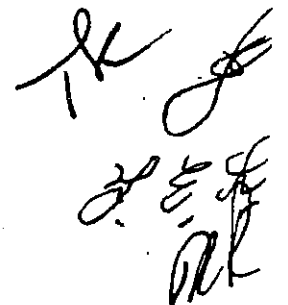
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the Settlement Capital Account, the Reserve Survey Account, the Infra-Structure and Land Acquisition Account, and the Youth and Education Account (hereinafter the "Trust Accounts").

1.2.2 "Annual Income" from the Trust Property in each Trust Account means the greater of the amounts described in paragraphs 1.2.2(a) or 1.2.2(b):

- (a) all of the income for Canadian Federal income tax purposes derived from the Trust Property held in or purchased by funds from that Trust Account and held as Trust Property in a Fiscal year determined without reference to the provisions of subsection 104(6) of the Income Tax Act (Canada), which amount shall, in accordance with the provisions of this Trust, become payable irrevocably to the Salt River as at December 31<sup>st</sup> in each Fiscal year; or
- (b) the amount calculated as eight (8%) per cent less the amount of annual percentage rate of inflation during the Fiscal Year based on the Consumer Price Index for Canada multiplied by the total of the amount of cash in that Trust Account and the market value of the Authorized Investments purchased by funds from that Trust Account as of December 31 as determined by the Trustee in accordance with generally accepted accounting principles described in the CICA Handbook.



- (c) The actual payment of the amount calculated pursuant to Section 1.2.2(b) shall first include all of the Annual Income for Canadian Federal income tax purposes derived from the Trust Property held in that Trust Account in a Fiscal Year determined without reference to the provisions of subsection 104(6) of the Income Tax Act (Canada) and shall be due and payable irrevocably to the Salt River as at December 31<sup>st</sup> of each Fiscal Year,

1.2.3 **"Authorized Expenses"** means the expenses reasonably incurred by the Trustee in each Fiscal Year in carrying out the terms of the Trust Agreement including payment of administrative, accounting, legal, investment and other costs which are to be paid by Salt River and which the Council by Council Resolution, shall direct the Trustee to pay on behalf of Salt River from Trust Property. This shall not include payment of any costs of the Council, its members, or Salt River Administration which they have incurred in performing any of their obligations in relation to the Settlement Trust.

1.2.4 **"Authorized Investment"** means an investment purchased with funds from the Trust Accounts as selected by the Investment Counsellor from those investments listed in Schedule "1" and in accordance with this Trust Agreement, as amended from time to time;

1.2.5 **"Council"** means the duly elected Chief and Council of Salt River;



1.2.6 "Council Resolution" means a resolution of the Council approved by a quorum of the Council present at a duly convened meeting of the Council;

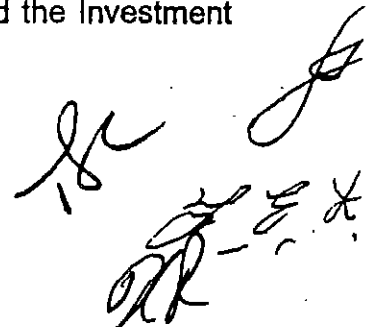
1.2.7 "Effective Date" means the date on which this agreement is executed by both parties;

1.2.8 "Elector" means a Member of Salt River and who is eighteen (18) years of age or older;

1.2.9 "Fiscal Year" means the calendar year.

1.2.10 "Infra-Structure" means any community buildings and facilities, commercial offices, water and sewer, roads, lighting, power and utilities, sidewalks, development of commercial and industrial areas or development or improvements to land including environmental reclamation all of which must be located on reserve and planning and administration related thereto but does not include housing and the undertaking of which by Salt River, as the beneficiary, is one of the specific purposes for which this Trust has been formed;

1.2.12 "Investment Management Agreement" means an agreement between the Trustee and an Investment Counsellor which has been approved by Council, by which the investment management responsibility for funds in the Trust Accounts is vested with the Investment Counsellor, not the Trustee, and to be undertaken, pursuant to the terms of this Trust Agreement and the Investment Management Agreement;

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1.2.13 **"Investment Policy"** means the policy approved by the Council from time to time, following the receipt of advice from the Investment Counsellor, which sets out the policy, objectives, and framework for investment of funds in Trust Accounts in Authorized Investments by the Investment Counsellor pursuant to the terms of this Trust Agreement;

1.2.14 **"Majority of Electors"** means for the purposes of a referendum held pursuant to the Salt River Referendum Regulations attached hereto as Schedule "4", that sixty six (66%) per cent plus 1 of the number of eligible Electors voted in favour of the question on the ballot.

1.2.15 **"Member"** means a person whose name appears on the Salt River Membership List as maintained by the Department of Indian Affairs or by Salt River upon approval of a Membership Code.

1.2.16 **"Quorum of the Council"** means at least four (4) members of the Council or the number of Councillors constituting a quorum as set out in the Customary Election Regulations of Salt River, from time to time;

1.2.17 **"Reserve Survey Costs"** means any costs not to exceed One Million Eight Hundred and Thirty Five Thousand (\$1,835,000.00) Dollars which are directly related to Reserve survey costs and whose undertaking by Salt River, as the beneficiary, is one of the specific purposes for which this Trust has been formed. These include but are not limited to environmental assessment and remediation, reserve survey, legal and consulting costs.

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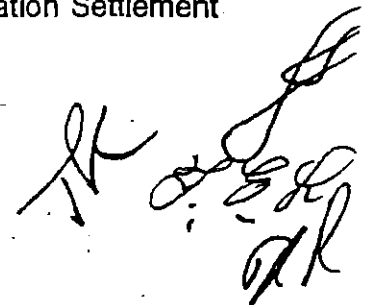
1.2.18 **"Salt River Business Entity"** means a joint venture, partnership, corporation or other business organization in which a majority of shares and/or the controlling interests is held directly or indirectly by the Salt River and which is intended to engage in commercial activities to generate profits and revenues for the Salt River or acquire lands to be added as reserve and whose financing by Salt River is one of the specific purposes for which this Trust has been formed. This does not include corporations, partnerships or other business organizations owned in whole or in part by individual Members.

1.2.19 **"Salt River First Nation"** means the Salt River Indian Band No. #195.

1.2.20 **"Salt River Youth and Education Foundation"** means a not-for-profit corporation established by the Council in accordance with the provisions, set out in Schedule "3" the funding of which by the Salt River, as the beneficiary, is one of the specific purposes for which this Trust was formed.

1.2.21 **"Salt River Settlement Revenue Account"** means an account located on reserve established by the Council, and not by the Trustee, to receive the payments from the Trustee pursuant to Section 8 of the Trust Agreement and which is governed by the financial policies and By-Laws of Salt River (hereinafter the "Settlement Revenue Account").

1.2.22 **"Settlement Trust"** means the Salt River First Nation Settlement Trust established by this Trust Agreement.

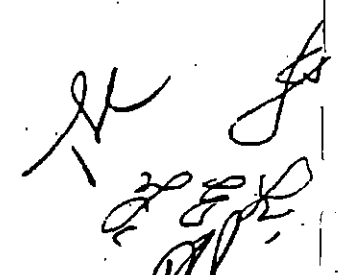




1.2.23 **"Special Band Meeting"** means a meeting of the Electors for which fourteen (14) days written notice has been posted in public place in Fort Smith and at other locations as directed by Council and advertised in the local or other papers as directed by Council and which Notice specifies the purpose, time, date and location(s) of the meeting and at which at least forty (40) Electors were present either in person or by telephone or video conference call. The locations of the conference call sites shall be established by the Council from time to time.

1.2.24 **"Trustee"** means a trust company duly incorporated, and licenced to carry on business of a Trustee in Alberta and/or the Northwest Territories and which is a member institution of the Canada Deposit Insurance Corporation which has a duty to insure deposits in the Accounts pursuant to the *Canada Deposit Insurance Corporation Act*, R.S.C. 1985, a. C-3, 5.1.

1.2.25 **"Trust Property"** means all property which the Salt River or any other person may pay, donate, sell or otherwise transfer, cause to be transferred to, vest or cause to be vested in the Settlement Trust and includes any substituted or additional property, together with all accretions thereto and all income derived therefrom, but excluding all amounts which have been paid or disbursed therefrom (whether out of capital or income) in the normal course of the administration of or pursuant to the provisions of this Trust Agreement. For greater clarity, it does not include funds once paid out of the Trust, as directed to by the Salt River, pursuant to the provision of this Trust Agreement.



**2. Schedules**

2.1 The following schedules are attached and form a part of this Trust Agreement:

Schedule "1": Authorized Investments;

Schedule "2": SRFN Youth and Education Foundation;

Schedule "3": SRFN Referendum Procedures; and

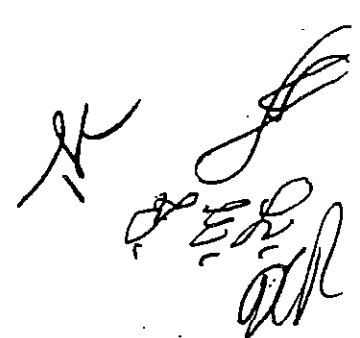
Schedule "4" Trustees Powers.

**3 Creation of the Salt River First Nation Settlement Trust**

3.1 The Settlor and beneficiary of the Settlement Trust is the Salt River First Nation located on the reserves of Salt River.

3.2 Salt River and the Trustee hereby acknowledge and agree that under the Settlement Agreement Canada's sole obligation and responsibility with regard to this Trust Agreement is to pay, as agent for Salt River in its capacity as Settlor of the Settlement Trust, the funds as irrevocably directed by Salt River to the Settlement Trust.

3.3 By Council Resolution, Salt River appoints the Trustee to hold the Trust Property in trust for the benefit of Salt River as beneficiary, upon and subject to the trusts set out in this Trust Agreement.

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3.4 Salt River acknowledges that Trust Property received by it as beneficiary of the Salt River Trust is to be applied by it, or as directed by it, for the specific purposes identified in this Trust Agreement.

3.5 Salt River may from time to time deposit other funds to the Settlement Capital Account or the SRFN Youth and Education Account, which will then be governed by the terms of this Trust Agreement.

**4. Trust Accounts**

4.1 The Trustee will open four (4) Trust accounts:

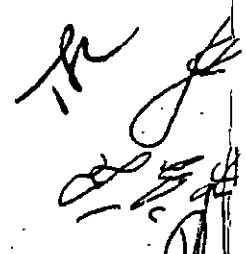
- (a) Settlement Capital Account;
- (b) Reserve Survey Account;
- (c) Infra-Structure and Land Acquisition Account; and
- (d) SRFN Youth and Education Account;

4.2 For greater clarity, each Trust Account does not constitute a separate Trust.

4.3 The Trust Accounts will all be interest bearing accounts whose operation is subject to the terms of this Trust Agreement.

**5. Settlement Capital Account**

5.1 As directed by Salt River, funds shall be irrevocably paid by Canada as agent for Salt River to the Settlement Capital Account pursuant to Article 12.2 of the Settlement Agreement.

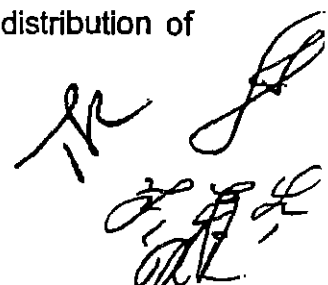


**5.2 Upon receipt of the initial deposit to the Settlement Capital Account:**

- (i) an amount of Six Million (\$6,000,000) Dollars shall be transferred by the Trustee from the Settlement Capital Account to the Infra-Structure and Land Acquisition Account;
- (ii) an amount of Three Million Three Hundred Thousand (\$3,300,000) Dollars shall be transferred by the Trustee to the SRFN Youth and Education Account;
- (iii) an amount of One Million Eight Hundred and Thirty Five Thousand (\$1,835,000) Dollars shall be transferred to the Reserve Survey Account; and
- (iv) an amount of Two Hundred and Eighty Thousand (\$280,000) Dollars shall be paid to the Salt River General Account for negotiation and ratification costs, which account is not a Trust Account.

**5.3 SRFN Per Capita Distribution Account**

- (a) One of the purposes of the Settlement Trust is to enable Salt River, by means of the SRFN Per Capita Distribution Account, to effect a one time per capita payment in the amount of Three Thousand (\$3,000) Dollars to each living Member at the time of the distribution.
- (b) Upon receipt of a Council Resolution requesting an amount not to exceed Two Million Four Hundred Thousand (\$2,400,000) Dollars, the Trustee will transfer funds from the Settlement Capital Account, as a distribution of

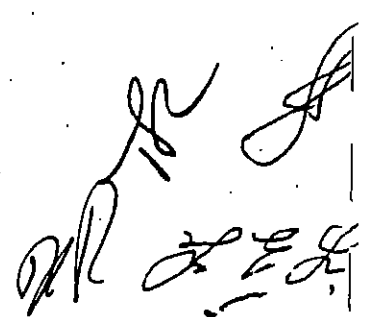


capital from the Trust to Salt River as beneficiary, for deposit to the SRFN Per Capita Distribution account established by the Council.

- (c) For greater clarity, the SRFN Per Capita Distribution Account is not a Trust Account and the funds deposited therein are not Trust Property.
- (d) The funds in the SRFN Per Capita Distribution Account are to be used for a one time per capita payment in the amount of Three Thousand (\$3,000) Dollars to each living Member at the time of the distribution.
- (e) The Trustee shall have no responsibility or liability in relation to any payments made by Council from the SRFN Per Capita Distribution Account.

5.4 The funds retained in the Settlement Capital Account shall only be used by the Trustee for the following purposes of this Trust as directed by Salt River as beneficiary from time to time:

- (a) To pay funds to the Settlement Revenue Account pursuant to Section 5.5.
- (b) To provide loan funds or provide guarantees for loans to Salt River Business Entities pursuant to Section 5.6.
- (c) To purchase Authorized Investments pursuant to Section 10.
- (d) To pay the Authorized Expenses of the Trustee as approved by the Council pursuant to Section 11.



**5.5 Operating Costs**

Upon receipt of a Council Resolution so directing, the Trustee shall transfer to the Salt River, as the beneficiary, up to Five Hundred Thousand (\$500,000) Dollars from the Settlement Capital Account to the Settlement Revenue Account only in the first Fiscal Year for one of the purposes of this Trust which is providing operating funds for Salt River.

**5.6 Loans and Loan Guarantees**

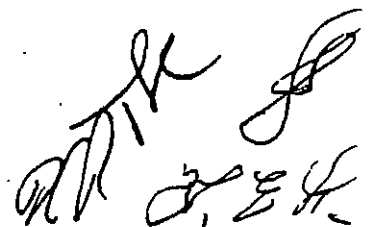
5.6.1 (a) Subject to Section 5.6.2, funds in the Settlement Capital Account shall be used for the purpose of enabling a loan by the Trustee to a Salt River Business Entity.

(b) Subject to Section 5.6.2, Trust Property comprising funds in or investments acquired by funds from the Settlement Capital Account shall be used for the purpose of securing a loan guaranteed for a Salt River Business Entity.

5.6.2 Upon receipt by the Trustee of a Council Resolution stating:

(a) A business plan prepared by a Salt River Business Entity has been reviewed by an independent qualified business consultant retained by the Council; and

(b) the purpose, amount, terms and conditions of the loan agreement or loan guarantee has been approved by the Council and approved by a Special Band Meeting;



the Trustee shall provide the loan to or loan guarantee for a Salt River Business Entity.

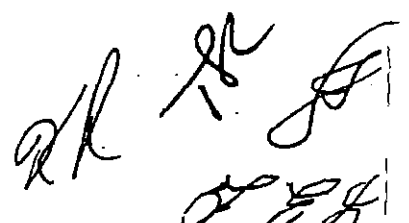
5.7 Prior to entering into a loan agreement and related documents with the Salt River Business Entity or loan guarantee with a financial institution the Trustee shall review the agreements and, if acceptable, notify the Council of their acceptance of their obligations under the loan agreement or loan guarantee.

5.8 Upon receipt of a Council Resolution stating that an amendment of the terms and conditions of the loan agreement or loan guarantee has been approved by the Council and approved by a Special Band Meeting, the Trustee, upon finding the amendments acceptable, shall amend the terms and conditions of the loan agreement or loan guarantee.

5.9 The Trustee shall not permit at anytime the total amount of the outstanding loans, and loan guarantees to SRFN Business Entities from funds in this Trust Account or secured by Trust Property to exceed Fifteen Million (\$15,000,000.00) Dollars.

**6. Reserve Survey Account**

6.1 Upon receipt of the initial payment of the Settlement Funds, the Trustee shall transfer One Million Eight Hundred and Thirty Five Thousand (\$1,835,000) Dollars to the Reserve Survey Account for paying Reserve Survey Costs which is one of the purposes of this Trust.

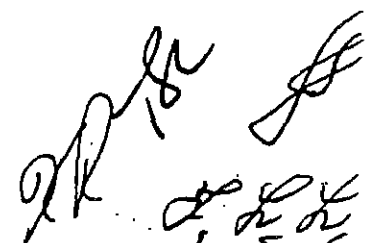


Settlement Trust Agreement - Final - 13 November 2001

- 6.2 Upon receipt of a Council Resolution with instructions so directing, the Trustee, on behalf of the Salt River as beneficiary, shall pay from this Trust Account such amounts to such persons as directed by the Council Resolution for the purpose of paying Reserve Survey Costs.
- 6.3 The Trustee shall not permit the aggregate expenditures from this Trust Account greater than One Million Eight Hundred and Thirty Five Thousand (\$1,835,000.00) Dollars.
- 6.4 Pending their expenditure as directed by Council Resolution pursuant to Section 6.2, funds in this Trust Account may be invested in Authorized Investments set out in paragraphs 1 or 2 of Schedule "1" as selected by the Investment Counsellor(s).
- 6.5 Upon the Trustee receiving a Council Resolution advising that all work related to surveys of reserve lands and other activities in relation to implementing the SRFN Treaty Land Entitlement Settlement Agreement have been completed, and that all Reserve Survey Costs have been paid, the Trustee shall transfer the balance of funds in this Trust Account to the Settlement Capital Account.

7. Infra-Structure and Land Acquisition Account

- 7.1 The funds in the Infra-Structure and Land Acquisition Trust Account shall be paid by the Trustee to the Settlement Revenue Account pursuant to the terms of this Section; to be used by Salt River for the following purposes of this Trust:

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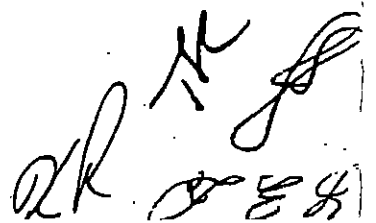
- (i) To pay proposed costs as approved from time to time by Council and approved by a Special Band Meeting related to the planning, design, construction, operation and maintenance of Infra-Structure on the reserves of Salt River; and
- (ii) To pay proposed costs as approved by Council and approved by a Special Band Meeting related to the appraisal and acquisition by Salt River of lands identified by Schedule "S" of the Settlement Agreement to be set aside as reserves for Salt River.

7.2 Upon receipt of a Council Resolution stating that the amount and purpose of the expenditure is in accordance with Section 7.1 and the expenditure has been approved by Council and approved by a Special Band Meeting, the Trustee shall transfer the specified amount to the Settlement Revenue Account of Salt River.

7.3 Pending receipt of a Council Resolution directing the transfer of funds in this Trust Account to the Settlement Revenue Account, the funds in this Trust Account shall be used by the Trustee for the purchase of Authorized Investments selected by the Investment Counsellor in accordance with Section 10.

**8. Salt River Settlement Revenue Account**

8.1 The Council shall open the Settlement Revenue Account which shall be located in a bank on a reserve.

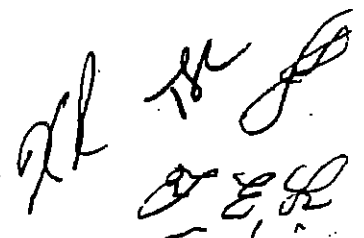


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- 8.2 Funds paid by the Trustee into the Settlement Revenue Account are not Trust Property and therefore the Trustee has no responsibility for the application of funds in this account.
- 8.3 The Annual Income from each Trust Account as determined by the Trustee shall be due and irrevocably payable in its entirety to, or as directed by, Salt River in accordance with the terms of this Trust Agreement as of December 31<sup>st</sup> of each Fiscal Year.
- 8.4 The total amount of the Annual Income from the Settlement Capital Account, the Reserve Survey Account, and Infra-Structure and Land Acquisition Account, less the amount of Authorized Expenses paid by the Trustee on behalf of the Salt River in that Fiscal Year, shall be due and irrevocably payable in its entirety by the Trustee to the Salt River Settlement Revenue Account at the end of each Fiscal Year.
- 8.5 The amount of the Authorized Expenses paid in that Fiscal Year which are to be deducted from the Annual Income shall be retained in the Settlement Capital Account.
- 8.6 The expenditure of funds in the Settlement Revenue Account shall be governed by the Financial Policies and By-Laws of Salt River.

9. SRFN Youth and Education Account

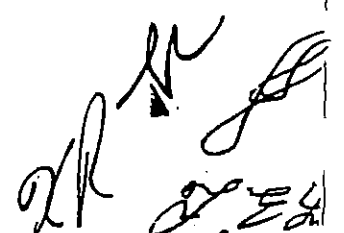
- 9.1 Subject to Section 9.2 funds in this Trust Account shall be invested by the Trustee in Authorized Investments in accordance with Section 10 and shall not be expended for any other purposes.

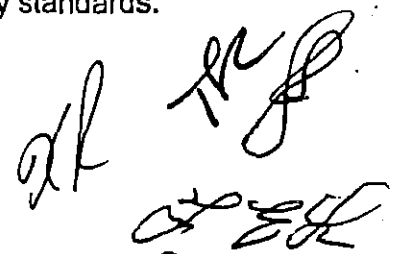


- 9.2 In the first Fiscal Year, upon receipt of a Council Resolution so directing, the Trustee shall transfer Three Hundred Thousand (\$300,000) Dollars, to which Salt River, as the beneficiary, is entitled to receive, to the Salt River Youth and Education Foundation.
- 9.3 The Annual Income from the Authorized Investments purchased with funds from this Trust Account as determined by the Trustee, to which Salt River, as the beneficiary, is entitled to receive shall be transferred in its entirety at the end of the Fiscal Year to the Salt River Youth and Education Foundation.
- 9.4 Prior the transfer of funds pursuant to Section 9.2 or payment of the Annual Income from this Account pursuant to Section 9.3, the Trustee shall receive a Council Resolution and supporting documentation stating the Council has established the Salt River Youth and Education Foundation in accordance with Schedule "2".

**10. Authorized Investments**

- 10.1 Upon receipt of a Council Resolution so directing, the Trustee shall hire one (1) or more institutional Investment Counsellors named by the Council which shall be a corporation registered and regulated by the Securities Commission of Alberta.
- 10.2 Funds held in the four (4) Trust Accounts may be used to purchase Authorized Investment provided that the Trustee shall first obtain from the Council the following:

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- 10.2.1 A copy of an Investment Management Agreement between the Trustee and an Investment Counsellor which has been approved by the Council which appoints the Investment Counsellor and authorizes the Investment Counsellor to retain such additional advisors as directed by Council. The Investment Management agreement authorizes the Investment Counsellor to purchase Authorized Investments for each of the Trust Accounts in accordance with the terms of this Trust Agreement and the Investment Management Agreement; and
- 10.2.2 A copy of the Investment Policy approved by the Council.
- 10.3 The Trustee shall review the terms of the Investment Management Agreement and Investment Policy and advise the Council and Investment Counsellor of any conflict with the Trust Agreement.
- 10.4 The Trustee shall obtain from the Investment Counsellor a monthly report documenting the list of investments and confirming that the investments acquired with funds from each of the Trust Accounts comply with Schedule "1" and forward same to the Council.
- 10.5 The Trustee shall satisfy itself that the investment of funds from the Trust Accounts by the Investment Counsellor complies with Schedule "1" and the Investment Policy and notify the Council and Investment Counsellor of non-compliance.
- 10.6 The Trustee, or any agent hired by the Trustee upon approval of Council, will hold Authorized Investments in accordance with industry standards.
- 
- Three handwritten signatures are located in the bottom right corner of the page. The first signature is a stylized 'JH'. The second signature is a cursive 'JP'. The third signature is a cursive 'JH' with a checkmark-like flourish.

10.7 Upon receipt of the Investment Counsellor's instructions with respect to Authorized Investments that have matured or that should be sold in order to optimize the Annual Income from the Trust Accounts, the Trustee shall invest all or any portion of the funds obtained from such Authorized Investments. All funds that are not reinvested shall be deposited into the Account in respect of which the Authorized Investment was purchased.

10.8 Upon receipt of a Council Resolution so directing, the Trustees shall annually evaluate the performance of the Investment Counsellors against industry standards for portfolios with similar policies, objectives and investment guidelines and advise the Council of the results.

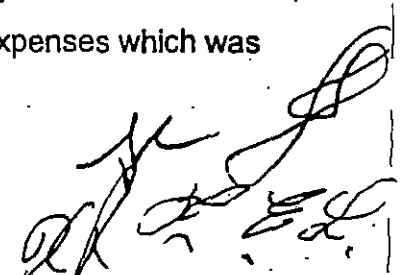
#### **11. Authorized Expenses**

11.1 The Trustee shall submit a financial statement and explanation of Authorized Expenses to the Council on a quarterly basis.

11.2 By Council Resolution Salt River shall direct the Trustee to pay Authorized Expenses on behalf of the Salt River from the Trust Property in the Settlement Capital Account on a timely basis.

11.3 The Council may, by Band Council Resolution, also direct the Trustee to pay Authorized Expenses, as and when incurred, from funds in the Settlement Capital Account pursuant to a Management Fee Agreement with the Trustee.

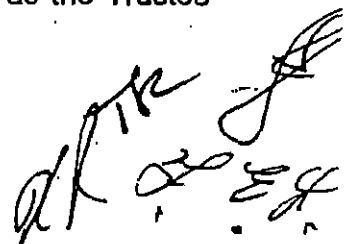
11.4 At the end of each Fiscal Year, the Trustee shall repay to the Settlement Capital Account the amount of the annual Authorized Expenses which was

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withheld from the Annual Income paid to the Settlement Revenue Account pursuant to Section 8.4.

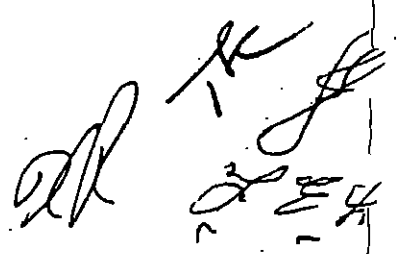
**12. Powers and Duties of the Trustee:**

- 12.1 Without in any way limiting or derogating from the powers, authorities, discretions and immunities available to the Trustee, whether under any statute or at law or otherwise, the Trustee hereunder shall have and be vested with the powers, authorities, discretions, and immunities set forth in Schedule "4", and as to which its judgment shall be final and conclusive upon all interested parties.
- 12.2 The Trustee acknowledges the reliance of Salt River on the Trustee in ensuring that no funds will be withdrawn, invested, transferred, loaned or expended from the Trust without the requirements and obligations set out in this Trust Agreement having first been met by the Council and the Trustee.
- 12.3 Subject to Sections 5.6 to 5.9, the Trustee shall not mortgage, pledge, assign, encumber or grant any security interest of any kind whatsoever against the Trust Property.
- 12.4 The Trustee shall carry out its obligations under the term of the loan agreement with Salt River Business Entities.
- 12.5 As the expenditure or transfer of funds in the Trust Accounts is subject to the signing and delivery to the Trustee of Council Resolutions, certificates, agreements, or documents required by this Agreement or as the Trustee

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may reasonably request, the Trustee shall take reasonable measures to confirm the validity of any Council Resolution, notice or other document required to be delivered to it under this Trust Agreement. It will be sufficient if the Council Resolution, notice or other document is in a correct form and signed by the person or party required to execute it.

- 12.6 The Trustee shall maintain adequate records of all transactions affecting the Trust Property.
- 12.7 In the event the Trustee must exercise any discretion on administrative or procedural matters not included in this Trust Agreement or set out in these directions, it shall advise the Council and obtain their directions by Council Resolution.
- 12.8 Within sixty (60) days following the end of each Fiscal Year, the Trustee shall prepare and submit to Council an annual report and audited financial statement for the purposes of informing the Council and Members about the status and expenditure of each Trust Account and that the operation of the Settlement Trust was in compliance with the Trust Agreement. The Trustee shall annually certify that all expenditures from each of the Trust Accounts are properly documented and authorized in compliance with the requirements of this Agreement.
- 12.9 Any Member shall be entitled to receive from the Council a copy of the Trustee's Annual report and audited financial statements.

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12.10 At the request of Council, the Trustee will participate in Special Band Meetings as may be called by Council to review and explain the Trustee's Annual Report and audited financial statements.

12.11 The Trustee shall immediately notify the Council of any breaches to this Agreement by the Trustee or Council.

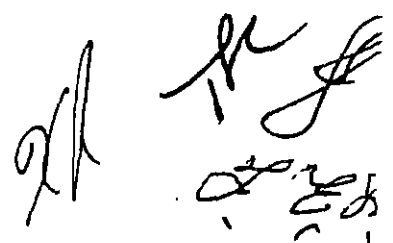
12.12 Upon direction by Council Resolution, the Trustee, at their cost, shall obtain bonding or security for the due and faithful administration of the Trust and for errors and omission insurance.

13. Liability of Trustee

13.1 The Trustees shall have no obligation or liability for the selection, actions or performance of the Investment Counsellors. Specifically, the Trustee shall have no responsibility or liability for losses to the Trust arising from the specific investment of Trust Property in Authorized Investments as directed by Investment Counsellors other than to ensure such investments comply with Schedule "1" and the Investment Policy.

13.2 The Trustee shall not be liable or accountable for any loss or damage to the Settlement Trust resulting from the loan, loan guarantee investment or expenditure of Trust funds as directed by the Council or Investment Counsellor.

13.3 The Trustee shall have no obligation or liability in relation to the operation and expenditures from the SRFN Per Capita Distribution Account, the

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Settlement Revenue Account or another funds once they are transferred out of the Trust.

13.4 The Trustee shall not be liable for losses and damages to the Settlement Trust or to Salt River unless the Trustee has:

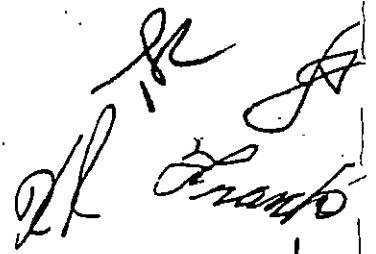
- (a) Acted with a fraudulent intent or with negligence resulting in actual loss of the Trust Property or loss or damage to Salt River;
- (b) Breached the Trust Agreement resulting in the actual loss of the Trust Property or loss or damage to Salt River.

13.5 Salt River may enter into an indemnity agreement with the Trustee.

**14. Amendments To The Trust Agreement**

14.1 Subject to Sections 14.2, 14.6 and with the exception of Schedule "1", there shall be no amendments to this Trust Agreement for the first ten (10) Fiscal Years from the Effective Date unless such amendments are required as a result of changes in law that adversely affect the Settlement Trust or Salt River as the beneficiary.

14.2 Amendments to be made to the Trust Agreement as a result of changes in law shall only be initiated by Council and approved by Council Resolution after receipt of a written opinion from legal counsel explaining the adverse changes in the law and legal implication and benefits of the proposed amendments.

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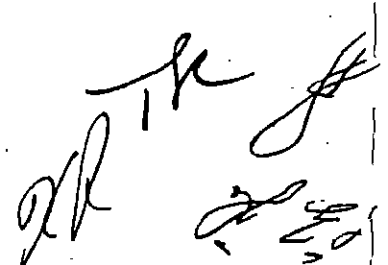
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- 14.3 After ten (10) years no amendments are effective unless the proposed amendment is approved by a Majority of Electors in a Referendum held pursuant to the Salt River Referendum Procedures attached as Schedule "3".
- 14.4 Prior to the Referendum Date for amending this Settlement Trust Agreement, the Council shall convene at least three (3) General Band meetings to inform the Electors about the proposed amendments.
- 14.5 Notwithstanding Section 14.1, amendments to Schedule "1" may be approved by Council Resolution after the Council has first received advice from an Investment Counsellor in writing stating the reasons, terms and consequences of the amendment.
- 14.6 Notwithstanding Section 14.1 provisions of this Agreement which are of an administrative or procedural nature and which legal counsel for Salt River has advised does not substantially alter the entitlements or obligations of the parties hereto, including the beneficial interest of Salt River, or the purposes of the Settlement Trust, may be amended at anytime by a Council Resolution.
- 14.7 Any party to this Trust Agreement may apply to the Court of Queens Bench of Alberta for advice and direction regarding any question relating to the scope and extent of the powers conferred herein.

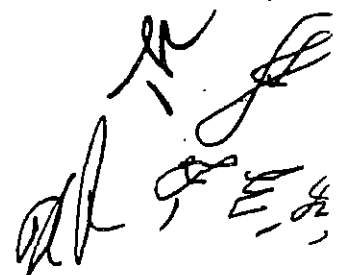
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**15. Removal of the Trustee**

- 15.1 The Trustee may cease to act under this Trust Agreement by serving sixty (60) days written notice to the Council or upon such earlier date as may be agreed between the Council and Trust. No such resignation shall be effective until a new Trustee has been appointed by the Council.
- 15.2 Within forty-five (45) days of receiving the Trustee's notice of resignation the Council shall appoint a new Trustee and will provide written directions to the resigning Trustee instructing them to transfer the Trust Property to the newly appointed qualified trustee.
- 15.3 The Council may remove the Trustee by providing fourteen (14) days notice to the Trustee.
- 15.4 Prior to serving notice of termination on the Trustee, the Council shall have selected a replacement Trustee who is licenced to carry on the business of a Trustee in the Province of Alberta.
- 15.5 The resignation or removal of the Trustee does not affect the rights, obligations, liabilities, and responsibilities of the Trustee or Salt River which accrued prior to the effective date of the termination of the Trustee's appointment.
- 15.6 The Trustee shall provide Salt River with a complete account of its administration of the Trust, in a form satisfactory to Salt River, within thirty (30) days of the date upon which the Trustee ceases to act hereunder.

**16. Duration and Termination of the Trust**

- 16.1 This Trust shall not be terminated for a period of forty (40) years from the effective date.
- 16.2 Subject to Sections 16.1 and 16.3, the Trust may be terminated upon the following conditions having first been met:
- (a) The Council shall prepare a Plan indicating how the Trust Property that Salt River as beneficiary is entitled to receive shall be resettled or transferred for the use and benefit of Salt River.
  - (b) The Plan shall be approved in a Referendum held pursuant to Schedule "3" in which sixty six (66%) per cent plus one (1) of the Electors of Salt River voted in favour of the Plan.
  - (c) Upon receipt of a Council Resolution advising the Trustees of the approval of the Plan for use of the Trust Property in accordance with Section 16.2(b), the Trust property shall be transferred by the Trustee pursuant to the provisions of the Plan.
- 16.3 Subject to earlier termination of this Trust pursuant to Section 16.2, this Trust shall terminate and the Trust Property then remaining shall, after the payment of outstanding Trustee's fees, be paid or transferred to Salt River, upon the date which is immediately prior to the date upon which the last survivor of the lawful issue of Her Majesty Queen Elizabeth the II, alive at that Effective Date, dies.

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17. Notices

17.1 Notices under this Trust Agreement are effective if delivered by facsimile or registered mail as follows:

17.1.1 To the Trustee;

Telephone: (780)  
Facsimile: (780)  
Edmonton, Alberta

17.1.2 To Chief and Council

Salt River First Nation  
Box 960  
Fort Smith, N.W.T. X0E 0P0

Telephone: (867) 872-2986  
Facsimile: (867) 872-3550

cc to legal counsel:

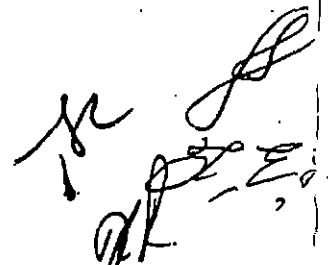
Ackroyd, Piasta, Roth & Day  
Barristers & Solicitors  
1500 First Edmonton Place  
10665 Jasper Avenue  
Edmonton, Alberta T5J 3S9

Attention: Jerome Slavik

Telephone: (780) 423-8905  
Facsimile: (780) 423-8946

or such other law firm as designated by the Salt River Council from time to time.

18. General



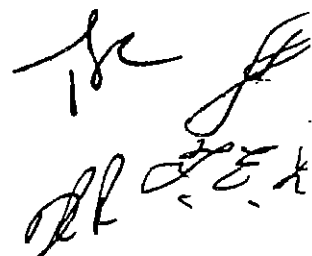
- 18.1 The Trustee confirms that it had received and reviewed the Settlement Agreement prior to entering into the Trust Agreement.
- 18.2 The terms of this Trust Agreement will have priority over any conflicting term in any other agreement in regard to the Trust Property.
- 18.3 This Trust Agreement represents the entire agreement among the parties and there are no other terms, conditions, or agreements respecting the subject matter of this Trust Agreement other than as specifically stated.
- 18.4 This Trust Agreement will be interpreted and enforced in accordance with the laws of the Province of Alberta.
- 18.5 This Agreement enures to the benefit of and is binding on the parties and their respective successors.

**IN WITNESS WHEREOF** the Trustee's authorized officer has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2002, at \_\_\_\_\_ of \_\_\_\_\_, in Fort Smith, NWT.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
The Trustee

**AND FURTHERMORE IN WITNESS WHEREOF THE SALT RIVER FIRST NATION**  
as represented by the Chief and Councillors, for themselves and on behalf of the First



Nation, have executed this Agreement under their respective hands this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2002, at Fort Smith, in the NWT.

Approved and passed at a duly convened meeting of the Council of Salt River First Nation  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2002.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Jim Schaefer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Councillor Raymond Beaver

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Councillor Ken Laviolette

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Councillor Allan Schaefer

\_\_\_\_\_  
Witness

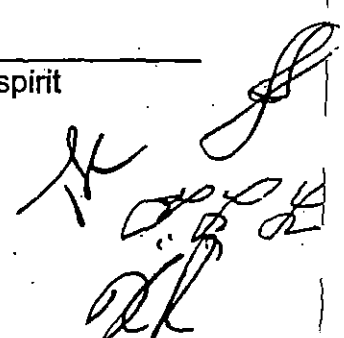
\_\_\_\_\_  
Councillor Ronald Schaefer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Councillor Sonny MacDonald

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Councillor Melvin Wanderspirit



**SCHEDULE "1"**  
**AUTHORIZED INVESTMENTS**

1. Debt instruments issued or guaranteed by the Government of Canada, a Province of Canada, or a Municipality of Canada, or mutual or pooled funds thereof.

2. Debt instruments issued or guaranteed by any of the following chartered bank including bankers' acceptances:

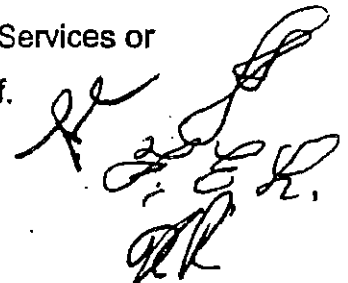
Bank of Montreal;  
Royal Bank of Canada;  
Canadian Imperial Bank of Commerce;  
Toronto-Dominion Bank;  
National Bank of Canada; and  
Bank of Nova Scotia;

including mutual or pooled funds thereof.

3. Mortgage backed securities guaranteed by the Government of Canada, an agency of the government of Canada, or one of the above chartered banks, including mutual or pooled funds thereof.

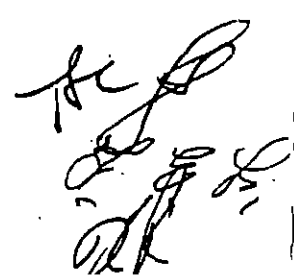
4. Commercial paper issued by corporations rated R-1 or A-1 by the Dominion Bond Rating Services or Canadian Bond Rating Services including mutual or pooled funds thereof.

5. Corporate Bonds rated A or better by the Dominion Bond Rating Services or Canadian Bond Rating Services including mutual or pooled funds thereof.

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6. Convertible debentures rated BBB or better by the Dominion Bond Rating Services or Canadian Bond Rating Services up to ten (10%) percent of the equity position of the portfolio, or two and one-half (2.5%) percent of the entire portfolio.
7. Preferred shares and convertible preferred shares rated P2 or better by the Dominion Bond Rating Services or Canadian Bond Rating Services up to a maximum of two and one-half (2.5%) percent of the entire portfolio.
8. Equity securities including common shares, installment receipts, ADR's, and share purchase warrants of a corporation listed on a recognized North America stock exchange.
9. The total cost of all instruments in paragraphs 6 through 8 including equity securities, convertible debentures, preferred and convertible preferred shares, common shares, installment receipts, common share purchase warrants, ADR's, including mutual or pooled funds thereof, purchased in the Capital Account cannot exceed sixty (60%) percent of book value of the total cost of all securities held in the Accounts at time of acquisition.
10. Within the guidelines set out in this Schedule, the amount from the Accounts to be invested in each of the various authorized investments, the asset mix policy, and other conditions governing such investments, shall be set out in an investment policy approved by the Council and their investment advisors from time to time.



**SCHEDULE "2"**

**TO THE SALT RIVER FIRST NATION SETTLEMENT TRUST AGREEMENT  
SALT RIVER YOUTH AND EDUCATIONAL FOUNDATION**

**I. PURPOSES:**

Acting for or on behalf of Salt River:

- (a) To provide funding for social, cultural, recreational and leadership Program and Services for Salt River Youth.
- (b) To develop and implement policies for funding Salt River students pursuing adult education and post-secondary education on and off-reserve.
- (c) To provide funding to Salt River students on and off-reserve wishing to pursue post-secondary education.
- (d) To develop and implement policies to provide financial support to in school Salt River students on and off-reserve.

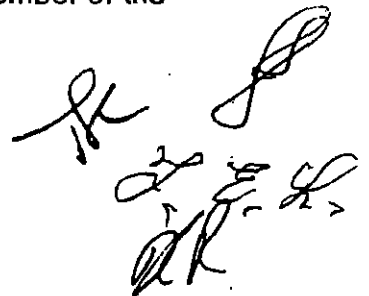
**II. OWNERSHIP AND LOCATION:**

The Salt River Youth and Education Foundation shall be wholly owned by Salt River. The shares shall be held in trust for the benefit of the Salt River by shareholder trustees appointed by Council from time to time. The shares shall be exercised in accordance with a Trust Agreement between the shareholder trustees and Council substantially in the form attached hereto. Its head offices and all operations shall be located on the Salt River Reserve.

The Salt River Youth and Education Foundation shall be incorporated as a "not-for-profit corporation" which shall obtain charitable tax status in order to facilitate corporate and private sector donations.

**III. APPOINTMENT AND REMOVAL OF BOARD OF DIRECTORS:**

- (a) The Chief and Council shall appoint seven (7) directors, two (2) of whom shall be non-Members. Only one (1) Director may be a member of the Council.



Directors shall be appointed based on their knowledge, experience and educational qualifications in providing advice, assistance and instructions to Aboriginal students.

- (b) The directors shall be appointed for a period of four (4) years and may only be removed for failing to fulfil their obligations as directors.

**IV. REPORTING REQUIREMENTS:**

The Directors shall report on a semi-annual basis to the Council as to their activities, expenditures, fundraising and any other relevant information.

The Directors shall report to the Members of the Salt River Nation at a Band Meeting to be held annually.

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### SCHEDULE "3"

#### SALT RIVER REFERENDUM REGULATIONS

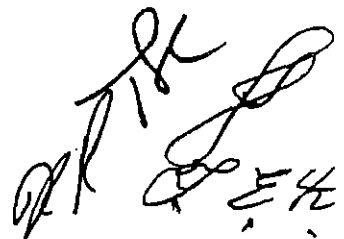
##### 1 DEFINITIONS:

In this document:

- 1.1 "Deputy Referendum Officer" means a person appointed by the referendum officer for the purposes of the referendum;
- 1.2 "Referendum Officer" means a person as appointed by Band Council Resolution for the purposes of conducting the referendum;
- 1.3 Any term not defined herein shall have the same meaning as set out in the Settlement Agreement, the Trust Agreement or the *Indian Act*.

##### 2 REFERENDUM:

- 2.1 Appointment of Referendum Officer: At least forty (40) days prior to the Referendum date, the Council shall appoint a Referendum Officer (hereinafter referred to as "the Officer") and, if necessary, a Deputy Referendum Officer, to conduct a referendum under the procedures set out herein to be held to determine if the Electors of the Salt River wish to:
  - (i) amend to the Trust Agreement; or
  - (ii) approve a plan to terminate the Settlement Trust.



2.2 **Question:** The electors shall vote on the following question:

(a) **For Amending the Trust Agreement**

"Do you approve the following amendment(s) to the Salt River Trust Agreement"

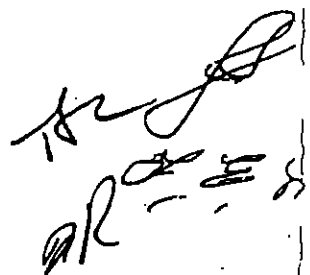
1. \_\_\_\_\_
2. \_\_\_\_\_

(b) **For Approving a Plan to Terminate the Trust**

"Do you approve the attached Plan for the disposal of Trust Property and termination of the Settlement Trust?"

3 **POSTING OF NOTICE:**

- 3.1 The Officer shall post a notice of the referendum at least thirty (30) days prior to the date of the referendum. Notices shall be posted at the Salt River's administration office, at the facilities, on the Salt River Reserves and at other locations designated by Council Resolution.
- 3.2 The Officer shall cause a notice of the referendum to be published in such publications as appropriate for the two (2) consecutive weeks preceding the date of the voting.
- 3.3 The notice referred to in subsections 3.1 and 3.2 shall state:

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- 3.3.1 The dates on which the voting will take place;
- 3.3.2 The question to be submitted to the Electors;
- 3.3.3 The hours of day the Electors may vote; and
- 3.3.4 The locations of the polling booths.

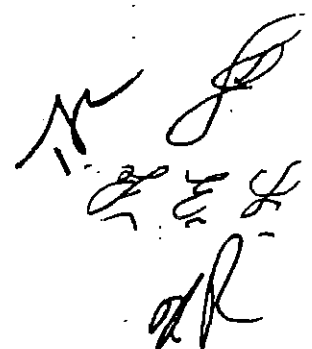
#### **4 REFERENDUM OFFICER - DUTIES:**

##### **4.1 The Officer shall:**

- 4.1.1 Prepare a list containing in alphabetical order the names of the Electors entitled to vote on the referendum and designating the location of the polling booth where each Elector shall be entitled to vote;
- 4.1.2 Post a copy of the list of Electors in such places as he deems necessary at least fifteen (15) days prior to the date of the voting;
- 4.1.3 Prepare sufficient ballot papers in the prescribed form which shall state the question to be submitted to the Electors;
- 4.1.4 Procure sufficient ballot boxes;
- 4.1.5 Before the poll is open cause to be delivered to the Deputy Referendum Officer the ballot papers, a sufficient number of lead pencils for marking the ballot papers and copies of the TESA to be posted in the polling places;
- 4.1.6 Undertake such other activities as are necessary for the proper conduct of the referendum.

##### **4.2 Any Elector may apply to the Officer within ten (10) days of the posting of the list of Electors to have the list revised on the grounds that:**

- 4.2.1 The name of an Elector has been omitted therefrom;

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4.2.2 The name of an Elector is incorrectly set out therein; or

4.2.3 The name of a person not qualified to vote is included therein.

4.3 Where the Officer is satisfied that a revision is necessary in the list of Electors he shall make the revision and such revision shall be final.

4.4 The Officer or the Deputy Referendum Officer shall provide a compartment at each polling place where the Elector can mark his ballot paper free from observation.

4.5 The Officer or the Deputy Referendum Officer shall immediately before the opening of the poll, open the ballot box and call upon such persons who may be present to witness that it is empty and shall then lock and properly seal the box and place it in view for the reception of the ballots.

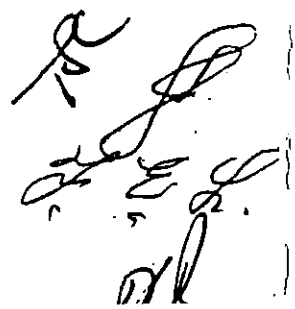
## **5 TIME AND PLACE FOR VOTING:**

5.1 The voting will take place on two (2) days at the Community Hall on the First Nation's Reserve, and at other locations as may be designated by Band Council Resolution, from the time of 9.00 a.m. to 6.00 p.m.

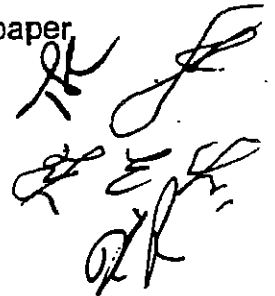
5.2 An Elector who is inside the polling place at the time fixed for closing the poll shall be entitled to vote before the poll is closed.

## **6 VOTING PROCEDURE:**

6.1 The voting on the referendum shall be by secret ballot.



- 6.2 The Officer or the Deputy Referendum Officer after satisfying himself that a person presenting himself for the purpose of voting is entitled to vote at the polling place, shall provide such person with a ballot paper on the back of which the officer has affixed his initials, so placed, that when the ballot paper is folded the initials can be seen without unfolding the ballot paper.
- 6.3 The Officer or the Deputy Referendum Officer shall place on the list of Electors a mark opposite the name of every Elector receiving a ballot paper.
- 6.4 The Officer or the Deputy Referendum Officer shall explain the mode of voting to an Elector when requested to do so by such Elector.
- 6.5 On the application of an Elector who is:
- 6.5.1 Not able to read; or
- 6.5.2 Incapacitated by blindness or other physical cause,
- the Officer or the Deputy Referendum Officer shall assist that Elector by marking his ballot paper in the manner directed by the Elector and shall place such ballot paper in the ballot box and make an entry in the list of Electors opposite the name of the Elector that the ballot paper was marked by him at the request of the Elector and the reasons thereof.
- 6.6 For electors who are mentally or physically handicapped, their legal guardian or trustee may cast their ballot.
- 6.7 Except as provided in subsection 6(5) every Elector receiving a ballot paper shall:

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- 6.7.1 Proceed immediately to the compartment provided for marking the ballot paper;
  - 6.7.2 Mark his ballot by placing a cross ("X") under the word "YES" or "NO" opposite the question stated on the ballot paper;
  - 6.7.3 Fold the ballot paper to conceal the mark on the face of the paper and to expose the initials on the back of it; and
  - 6.7.4 Forthwith deliver it to the Officer or the Deputy Referendum Officer for deposit in the ballot box.
- 6.8 An Elector who receives a soiled or improperly printed ballot paper, or inadvertently spoils his ballot paper in marking it shall, upon returning the ballot paper to the Officer or the Deputy Referendum Officer, be entitled to another ballot paper.
- 6.9 An Elector who has received a ballot paper and:
- 6.9.1 Leaves the compartment for marking ballot papers without delivering the same to the Officer or the Deputy Referendum Officer in the manner provided; or
  - 6.9.2 Refuses to vote
- shall forfeit his right to vote on the referendum and the Officer or the Deputy Referendum Officer shall make an entry on the list of Electors opposite the name of the Elector that the Elector did not return the ballot paper or refused to vote as the case may be.
- 6.10 The Officer or the Deputy Referendum Officer shall allow only one Elector in the compartment for marking ballot papers at any one time.

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**7 NON-INTERFERENCE AND MAINTENANCE OF ORDER:**

- 7.1 No person shall interfere or attempt to interfere with an Elector when marking his ballot paper or obtain or attempt to obtain at the polling place information as to how an Elector is about to vote or has voted.
- 7.2 The Officer or the Deputy Referendum Officer shall maintain peace and good order during the voting and for this purpose he may enlist the assistance of constables, peace officers, or other persons present.

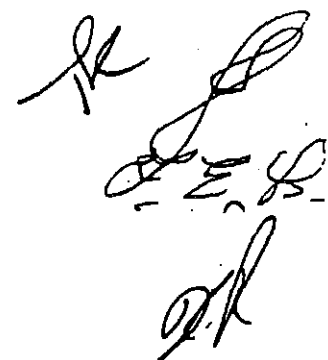
**8 APPOINTMENT OF INTERPRETER:**

- 8.1 Whenever the Officer or the Deputy Referendum Officer does not understand the language spoken by an Elector, he shall appoint and swear an interpreter who shall be the means of communication between him and the Elector with reference to all matters required to enable the Elector to vote.

**9 MAIL-IN VOTING**

- 9.1 The Ratification Officer or the assistant shall send by mail, or fax a mail-in or fax in ballot package, as soon as practicably possible, to each Elector who is on the List of Electors, and:

9.1.1 who does not reside in Fort Smith and for whom an address has been provided; or



- 9.1.2 has contacted the Ratification Officer no later than ten (10) days prior to Voting Day and has requested that a mail-in ballot package be sent or faxed to him; or
- 9.1.3 on whose behalf the Council has contacted the Ratification Officer no later than ten (10) days prior to Voting Day, having provided correct address information and requested that a mail-in ballot package be sent or faxed to him.
- 9.2 A Voter who returns the mail-in ballot by fax or mail forfeits the right to cast a vote in person at the Ratification Vote.
- 9.3 A Voter who casts a vote in person at the Ratification Vote forfeits the right to vote by mail-in ballot.
- 9.4 A mail-in ballot package shall include:
- 9.4.1 a ballot with the initials of the Ratification Officer affixed;
- 9.4.2 an envelope in which the ballot may be sealed and a second envelope which is pre-addressed to the Ratification Officer and in which the Voter is to enclose the ballot envelope;
- 9.4.3 instruction for faxing in the ballot to the Ratification Officer; and
- 9.4.4 a letter of instructions from the Ratification Officer and an information letter from the Chief of the Salt River First Nation.

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- 9.5 The Ratification Officer or the Assistant shall place a mark opposite the name of every Voter on the List of Voters to whom a mail-in or fax ballot package has been sent.
- 9.6 Every Voter receiving a mail-in ballot package will:
- 9.6.1 mark his or her Ballot Question by placing an "X" in the respective box associated with either the word "YES" or the word "NO";
  - 9.6.2 place the ballot envelope in the return envelope pre-addressed to the Ratification Officer or fax the ballot to the Ratification Officer; and
  - 9.6.3 make arrangements to ensure the ballot shall be received by the Ratification Officer prior to the close of the last poll.
- 9.7.1 Upon receiving a faxed ballot the Ratification Officer shall place it in a sealed envelope with the Voter's name on the front.
- 9.7.2 Upon receiving a return envelope or fax prior to the closing of the last poll, the Ratification Officer or the Assistant shall, in the full view of at least two (2) other persons present, place on the List of Voters, a mark opposite the name of the Voter indicating that the Voter's ballot has been received by the Ratification Officer.
- 9.8 The Ratification Officer or his Assistant shall open the ballot envelope and without unfolding the ballot or in any way disclosing the mark made by the Voter, and verify that the ballot bears the initials of the Ratification Officer and the Ratification Officer or the Assistant shall deposit the ballot into one of the

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ballot boxes and place a line through without obliterating, the name of the Voter on the List of Voters;

## **10 COUNTING OF BALLOTS AND REPORTING OF OUTCOME:**

10.1 Immediately after the close of the poll the Officer in the presence of the Deputy Referendum Officer and in the presence of any member of the Council that may be present shall:

10.1.1 Examine the ballot papers;

10.1.2 Reject all ballot papers that have not been supplied by him or by the Deputy Referendum Officer;

10.1.2.1 that have been marked incorrectly, or

10.1.2.2 upon which anything appears by which the Elector can be identified;

10.1.3 Count the votes given in favour of and against the question submitted in the referendum.

10.2 When the results of the voting are known to the Officer, he shall:

10.2.1 Immediately prepare a statement in triplicate signed by himself indicating:

10.2.1.1 the number of Electors who were eligible to vote;

10.2.1.2 the number of Electors who voted;

10.2.1.3 the number of votes cast in favour of and against the question submitted in the referendum; and

10.2.1.4 the number of rejected ballots.

10.2.2 Deliver a copy of the statement to:

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- 10.2.2.1 the Chief and Council of the Peigan Nation;
- 10.2.2.2 the financial institution; and
- 10.2.2.3 the Council.

## **11 RETENTION OF BALLOTS:**

- 11.1 The Officer shall deposit the ballot papers used in the voting in a sealed envelope and retain it for sixty (60) days after which time he may, unless directed otherwise by the Council, destroy them in the presence of two witnesses.

## **12 APPROVAL OF THE EXPENDITURE OUT OF THE HERITAGE ACCOUNT:**

- 12.1 The approval of by a Majority of the Electors of a Plan to terminate the Settlement Trust or amend the Trust Agreement shall constitute authorization for the Council to complete and execute all documentation necessary to implement the outcome of the Referendum after the expiry of the appeal period.

## **13 APPEAL PROCEDURE:**

- 13.1 Any Elector who has reasonable grounds for believing that:

- 13.1.1 There was a violation of the procedures outlined herein that may have materially affected the results of the referendum; or
- 13.1.2 There was corrupt practice in connection with the referendum,

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may file a notice of appeal, with a statutory declaration containing a statement of the grounds of the appeal and particulars thereof, within five (5) days from the date of the referendum with the Officer by delivery or mail to the First Nation office:

13.2 Upon receipt of a Notice of Appeal by Band Council Resolution the Council shall appoint three (3) persons who are not members of the First Nation to an "Appeal Panel".

13.3 The Officer shall within fourteen (14) days from the receipt of the appeal, forward to the Appeal Panel a copy of the appeal and a statutory declaration containing an answer to the particulars stated in the appeal.

13.4 The Appeal Panel may, if the material received is not sufficient to decide the validity of the grounds of the appeal, conduct such further investigation as they deem necessary.

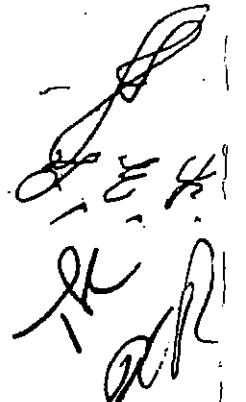
13.5 Subject to s. 13.6, the Appeal Panel may dispose of an appeal by allowing it and ruling the results of the referendum are invalid and void.

13.6 Where the Appeal Panel is of the opinion that the grounds of appeal:

13.6.1 Are not established; or

13.6.2 Do not materially affect the results of the referendum,  
they shall dismiss the appeal.

**14 COSTS:**

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- 14.1 All costs incurred by the Salt River and associated with the conduct of the referendum and Appeal Panel shall be paid by the Salt River.

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#### **SCHEDULE "4"**

The Trustee shall have all of the powers and capacities that a natural person would have in the investment, management, supervision and administration of their own properties except as expressly limited by the terms of this Trust Agreement. Without restricting the generality of the foregoing, and only for the purposes of greater certainty, the Trustee is hereby authorized from time to time in its uncontrolled discretion:

**(a) Investment Powers**

To direct the Investment Counsellor to invest the Trust Property to such investments or securities as are set out in Schedule "4" of the Trust Agreement.

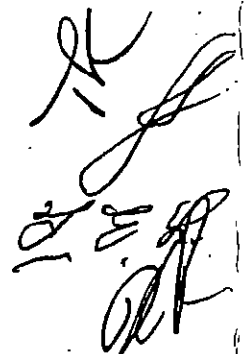
**(b) Power to Vote Securities**

To exercise in person or by proxy all voting privileges upon any securities held by them or delegate this responsibility to the Investment Counsellor.

**(c) Administrative Powers**

To grant or accept drafts or promissory notes and to sign all other instruments in writing for the administration and management of the Trust Property; and to leave on deposit any or all of the Trust Property with a bank or trust company for safekeeping.

**(d) Power to Employ and Remunerate Agents and Representatives**

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To employ and act upon the opinion or advice of or information obtained from any lawyer, accountant, financial advisor, or from any other experts and professional persons as approved in advance by the Council, provided that the Trustee shall not be responsible for any loss, depreciation or damage occasioned by acting, in accordance therewith.

**(e) Power to Settle Claims**

With the approval of the Council to compromise, settle and adjust any claim or demand made against the Trust Property.

**(f) Protection of Trust Property**

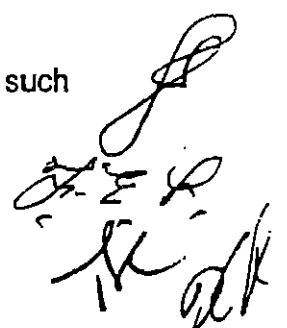
To institute and defend proceedings at law and to proceed to the final determination thereof or compromise the same as the Trustee as directed by the Council.

**(g) Situs of Trust Property**

The Trustee or the Investment Counsellor shall hold the Trust Property or any part thereof at any place or places and to move the same from time to time from place to place inside or outside Alberta as directed by the Council from time to time.

**(h) Capitalization of Income**

To add to the capital of the Trust Property, at such times and in such

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amounts as directed by Council from time to time, the income of the Trust  
Property.

SK  
ABEX

