

FILE COPY

MUSHUAU INNU
RELOCATION AGREEMENT



NOVEMBER 1996

AGREEMENT

BETWEEN

**Mushuau Innu as represented by the Mushuau Innu Band Council
(hereinafter referred to as "Mushuau Innu")**

AND

**Her Majesty the Queen in Right of Canada as represented by
the Minister of Indian Affairs and Northern Development
(hereinafter referred to as "Canada")**

AND

**Her Majesty the Queen in Right of Newfoundland and Labrador as represented by
the Premier (hereinafter referred to as "Newfoundland and Labrador")**

WHEREAS Canada and Newfoundland and Labrador recognize the Mushuau Innu people are Indians within the meaning of Section 91(24) of the *Constitution Act, 1867*;

AND WHEREAS the Mushuau Innu people were relocated to Davis Inlet in 1967 on the understanding that they would be provided with adequate housing and adequate water and sewage facilities;

AND WHEREAS the physical living conditions, and the social, health and safety, and economic conditions of the Mushuau Innu people at Davis Inlet have been and are unacceptable;

AND WHEREAS the Mushuau Innu people have expressed the need to relocate from Davis Inlet to Natuashish in order to enable them to better achieve their long-term health, social, cultural and economic goals, including the goal of carrying on their traditional way of life;

AND WHEREAS Canada released a *Statement of Political Commitments* on February 25, 1994;

AND WHEREAS the *Statement of Political Commitments* was acknowledged and accepted by the Mushuau Innu Band Council on April 15, 1994;

AND WHEREAS Canada agreed in the *Statement of Political Commitments* to support relocation of the Mushuau Innu people to Little Sango Pond subject to the conditions specified therein;

AND WHEREAS the conditions specified in the *Statement of Political Commitments* have been met to the satisfaction of Canada;

AND WHEREAS the village site selected by the Mushuau Innu people adjacent to Little Sango Pond, Natuashish, has been approved through a community referendum on June 8, 1993;

AND WHEREAS Newfoundland and Labrador has agreed to provide the land comprising the village site at Natuashish and to provide that land in accordance with this Agreement;

- 3 -

NOW THEREFORE, IN CONSIDERATION OF THE TERMS, CONDITIONS, PROMISES AND OTHER CONSIDERATIONS SET OUT BELOW, THE PARTIES AGREE AS FOLLOWS AND AGREE TO THEIR RESPECTIVE OBLIGATIONS AS SET FORTH HEREIN:

1.0 DEFINITIONS

In this Agreement, except where the context indicates otherwise,

"Basic Programs and Services" means health, education, administration of justice and social services;

"Davis Inlet" means the village located on Iluikoyak Island in Labrador;

"Decommissioning Costs" means the costs of decommissioning in accordance with the Plan referred to in Schedule "E" infrastructure, facilities or fixtures at the Davis Inlet site that have not been relocated to Natuashish or retained for subsequent use at the Davis Inlet site, excluding the costs of any environmental remediation required as a result of any breaches of legislation and of green-field restoration;

"Department" means the Department of Indian Affairs and Northern Development;

"Effective Date" means the date of signing of this Agreement;

"Eligible Voter" has the meaning set out in Schedule "F";

"First Nation" means a Band with a reserve, under the *Indian Act*;

"Informed Consent Process" means the process referred to in Article 14.1 which was followed preceding the ratification vote described in Schedule "F";

"Innu" means a Montagnais-Naskapi Aboriginal person;

"Lease" means the Lease in the form attached as Schedule "A";

"Minister" means the Minister of Indian Affairs and Northern Development;

"Mushuau Innu" means the corporation incorporated on July 26, 1983 as Mushuau Innuua under the *Companies Act*, R.S.N. 1970, C. 54, which was continued as a corporation under the *Corporations Act*, R.S.N. 1990, C. C-36, by Certificate of Continuance dated December 30, 1988, and which amended its corporate name to Mushuau Innu by Certificate of Amendment dated June 27, 1995;

"Mushuau Innu Band Council" means the Band Council established pursuant to the Articles of Association for Mushuau Innu, and for greater clarity is not a Band Council pursuant to the *Indian Act*;

"Mushuau Innu Renewal Committee" means a committee originally known as the Mushuau Innu Relocation and Emergency Services Committee, established by Mushuau Innu in June, 1993, membership on which committee is open to all Mushuau Innu persons ordinarily resident in Davis Inlet and to a person nominated by Canada and a person nominated by Newfoundland and Labrador, established for the purposes of preparing for, directing the conduct of, and reviewing the studies completed in relation to the proposed relocation to Natuashish;

"Natuashish" means the village to be established at the New Community Site;

- 4 -

"New Community Site" means the lands and waters within said lands which are not reserved by the Lease or a statute, described on the boundary map and the technical description contained in Schedule "A";

"Party" means any one of Mushuau Innu, Canada or Newfoundland and Labrador, and "Parties" shall mean two or more of Mushuau Innu, Canada and Newfoundland and Labrador, depending upon the context;

"Preliminary Community Plan" means the community plan for Natuashish attached hereto as Schedule "C";

"Project" means the infrastructure for Natuashish, inclusive of airport, wharf, roads, streets, municipal-type servicing, inclusive of water, sewage and solid waste; energy supply, housing, school and associated facilities, Band Council office, contribution to recreation facilities, nursing station, community garage, fire hall, police station, teacherages, post office, telephone service, vehicles and heavy equipment, decommissioning, and moving expenses, all as described in Schedule "B";

"Relocation List" means Appendix 2 to Schedule "B", entitled Relocation List; and

"Water Supply Protection Area" means the area surrounding the source of public water supply for Natuashish defined and prescribed in accordance with Article 4.3.

2.0 GENERAL PROVISIONS

2.1 Agreement

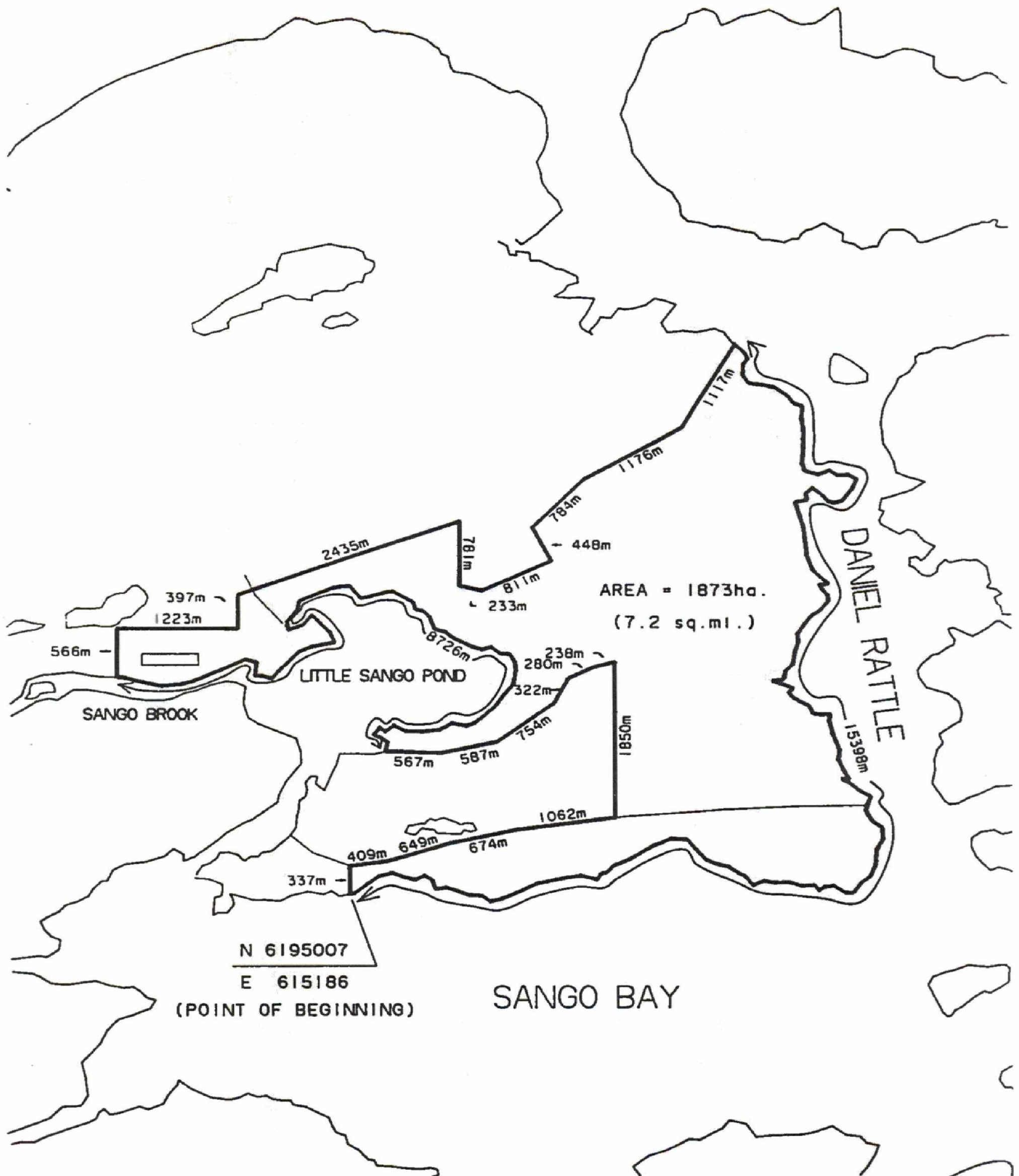
The schedules referred to in the body of this Agreement, and all appendices and schedules attached to such schedules, all of which are attached hereto, form part of this Agreement. The schedules are as follows:

SCHEDULE "A"	Form of Lease for New Community Site, including boundary map and preliminary technical description of the New Community Site
SCHEDULE "B"	Project Definition
SCHEDULE "C"	Preliminary Community Plan
SCHEDULE "D"	Project Management and Financial Management Regimes
SCHEDULE "E"	Future of the Davis Inlet Site
SCHEDULE "F"	Mushuau Innu Ratification Procedure
SCHEDULE "G"	Declarations of Ratification Vote including Statement of Ratification Vote Results

2.2 Status of Mushuau Innu Ratification Procedure

2.2.1 Canada and Mushuau Innu acknowledge that Canada has approved the Mushuau Innu Ratification Procedure attached as Schedule "F", and that Mushuau Innu Band Council approved said Mushuau Innu Ratification Procedure, by a resolution dated October 15, 1996.

2.2.2 Canada and Mushuau Innu acknowledge that the voting procedure was conducted in accordance with Schedule "F".

SCHEDULE B TO SCHEDULE A

N.E. PARROTT SURVEYS LTD.
NEWFOUNDLAND LAND SURVEYORS
GOOSE BAY, LABRADOR 896-5019

SCALE 1:50000

- 5 -

2.3 Entire Agreement

This Agreement constitutes the entire Agreement between the Parties and there is no representation, indemnity, condition, or agreement, or collateral representation, indemnity, condition, or agreement, applicable to, binding upon, or enforceable against, one Party by any other except as expressed herein. This Agreement also supersedes all prior agreements, undertakings, negotiations and discussions, whether written or oral, of the Parties pertaining to the objects of this Agreement.

2.4 Effect of this Agreement upon other negotiations and agreements

2.4.1 This Agreement is without prejudice to

2.4.1.1 the negotiations for an agreement-in-principle and a treaty, pursuant to a Framework Agreement signed on March 29, 1996 among Innu Nation, Her Majesty the Queen in right of Canada and Her Majesty the Queen in right of Newfoundland;

2.4.1.2 the negotiations for an agreement-in-principle and a final Innu self-government agreement among Innu Nation, Her Majesty the Queen in right of Canada and Her Majesty the Queen in right of Newfoundland and Labrador; and

2.4.1.3 any agreement-in-principle or treaty entered into as a result of the negotiations referred to in Article 2.4.1.1, and any agreement-in-principle or final agreement entered into as a result of the negotiations referred to in Article 2.4.1.2.

2.4.2 This Agreement is without prejudice to any negotiations or any agreements that may be entered into as a result of such negotiations, pertaining to the issues of income tax and Goods and Services Tax, as those issues relate to Mushuau Innu, Innu Nation, the Innu residents of Davis Inlet and the future Innu residents of Natuashish, and any other parties to such negotiations or agreements.

2.5 No Implied Acceptance

Nothing in this Agreement shall be construed as an express or an implied recognition by Canada or Newfoundland and Labrador of the validity of any existing or future comprehensive land claim of Mushuau Innu.

2.6 No derogation

Nothing in this Agreement shall be construed so as to confer, recognize, abrogate or derogate from any Aboriginal, treaty, constitutional or other rights, benefits, claims and privileges which may be claimed by the Parties or any group of persons. This Agreement is made without prejudice to the positions taken by the Parties or any group of persons in any other forum.

2.7 Not a Treaty or Land Claims Agreement

This Agreement is not a treaty or a land claims agreement within the meaning of Section 35 of the *Constitution Act, 1982*.

2.8 Effective Date

The Parties acknowledge and agree that the rights and obligations set out in this Agreement shall become final and binding upon the Effective Date.

- 6 -

2.9 Governing Law

This Agreement shall be construed and enforced in accordance with the laws in effect in the Province of Newfoundland and Labrador.

2.10 Successors and Assignments

2.10.1 This Agreement enures to the benefit of and is binding upon the successors of each of the Parties.

2.10.2 This Agreement shall not be assigned without the written consent of the Parties.

2.11 Assisting the achieving of the objects

The Parties undertake to use best efforts to achieve the objects of this Agreement and to assist in all possible ways the accomplishment of these objects, including by expeditiously processing applications for and providing all necessary permits, authorizations and other consents where the legal requirements for obtaining them have been met. The Parties further undertake to take such further necessary measures, and sign all necessary documents to give effect to and to implement the objects of this Agreement.

2.12 Time

Time is of the essence of this Agreement.

2.13 Severability

In the event that any provision of this Agreement is declared to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision.

2.14 Capacity to enter into this Agreement

Mushuau Innu represents and warrants that the Mushuau Innu Band Council is elected by its members in accordance with the Articles of Association of Mushuau Innu, and that it represents the Innu of Davis Inlet.

2.15 Undertakings by Mushuau Innu

2.15.1 Mushuau Innu undertakes to, at an appropriate time and in accordance with its Articles of Association, amend, alter or supplement the Articles of Association and the Memorandum of Association of Mushuau Innu, to the extent necessary to ensure that it has the powers, duties and functions to carry out its obligations under this Agreement.

2.15.2 Mushuau Innu undertakes to provide evidence of its membership satisfactory to Canada within three (3) months of the Effective Date.

2.15.3 Mushuau Innu shall ensure that any agreements between sublessees, occupants or invitees shall provide that the sublessees, occupants or invitees shall agree to be subject to the by-laws of Mushuau Innu.

2.16 Applicability of Laws

Laws of general application shall apply at the New Community Site, including at Natuashish.

- 7 -

2.17 House of Commons and Senate

No member of the House of Commons or the Senate shall be admitted to any share or part of this Agreement or to any benefit to arise from this Agreement.

2.18 Appropriations

Notwithstanding any other provisions of this Agreement, the amount of any public funding from Canada or Newfoundland and Labrador to be paid to Mushuau Innu and the provision of any programs and services by Canada or Newfoundland and Labrador hereunder are subject to the appropriation of funds by the Parliament of Canada or the Newfoundland and Labrador House of Assembly as the case may be.

3.0 OBJECTS

The objects of this Agreement are:

3.1 Generally, to provide for the relocation of those persons eligible to relocate from Davis Inlet to Natuashish, for the purpose of assisting in the longer term renewal of the health, culture, society and economy of the Mushuau Innu people, in accordance with and within the limits of the respective obligations of the Parties as set forth herein.

3.2 Specifically,

3.2.1 to provide a land base for the new village of Natuashish, to provide Mushuau Innu Band Council with the ability to ensure that development at the New Community Site is compatible with the final community plan as it may be amended from time to time, and to address the protection of the water supply for Natuashish;

3.2.2 to set out Canada's funding obligations with respect to this Agreement, and to ensure that Natuashish is planned, designed and constructed in conformity with the Preliminary Community Plan;

3.2.3 to establish Project management and financial management regimes to achieve the objects set out in Schedule "D";

3.2.4 to establish principles for the provision of housing at Natuashish;

3.2.5 to establish principles with respect to the provision of programs and services by Canada and on an interim and without prejudice basis by Newfoundland and Labrador, and with respect to negotiations regarding devolution of certain programs and services to the Mushuau Innu;

3.2.6 to establish principles with respect to annual budgets for the Mushuau Innu Band Council;

3.2.7 to identify the environmental assessment regimes applicable to the Project;

3.2.8 to agree to an approach to addressing the future of the Davis Inlet site;

3.2.9 to describe the process by which the informed consent of Eligible Voters was obtained, and to establish the methods by which each Party has ratified this Agreement; and

3.2.10 to describe a dispute resolution process with respect to this Agreement.

- 8 -

4.0 NEW COMMUNITY SITE

Newfoundland and Labrador and Mushuau Innu agree as follows:

4.1 Lease for New Community Site

4.1.1 The Minister of Government Services and Lands shall, on the Effective Date, issue the Lease for the New Community Site to Mushuau Innu.

4.1.2 The Lease shall be issued to Mushuau Innu pursuant to s. 3(2) of the *Lands Act*, C. 36, S.N. 1991, as amended, and shall be in the form attached as Schedule "A".

4.1.3 Mushuau Innu and Newfoundland and Labrador shall take all necessary measures to ensure compliance with the conditions set out in Schedule "C" of the Lease.

4.2 Development control at Natuashish

Pursuant to s. 69 of the *Urban and Rural Planning Act*, R.S.N. 1990, c. U-7, the Lieutenant-Governor in Council of Newfoundland and Labrador may by order declare that specified classes of development on land comprising the New Community Site shall require a development certificate from Mushuau Innu, through the Mushuau Innu Band Council, before the development can take place. The classes shall be specified after consultations with the Mushuau Innu Band Council, which consultations shall take place with the objective of making the order by March 31, 1997.

4.3 Water Supply Protection Area for Natuashish

4.3.1 As soon as possible after the Effective Date, pursuant to s. 10(1) of the *Environment Act*, S.N. 1995, C. E-13.1, the Minister responsible for the administration of said Act may, after consultation with Mushuau Innu, define and prescribe the Water Supply Protection Area for Natuashish.

4.3.2 The Minister may, in defining and prescribing the Water Supply Protection Area, provide that fishing, swimming, boating and washing is permitted in a section of the Water Supply Protection Area.

4.4 Cemetery for Natuashish

In the event that it is determined that the cemetery for Natuashish must be located outside the New Community Site, Mushuau Innu may apply pursuant to the *Lands Act*, S.N. 1991, c. 36 for a grant of land for said cemetery.

4.5 Airport and wharf

Mushuau Innu, Canada and Newfoundland and Labrador agree that the airport and the wharf described in Schedule "B" shall be open and accessible to the public.

5.0 PROJECT DEFINITION

Canada and Mushuau Innu agree as follows:

5.1 The Project described in Schedule "B" is hereby agreed to by Canada and Mushuau Innu.

5.2 The Project shall be planned, designed and constructed to be in conformity with a final community plan. The final community plan shall be substantially in conformity with the Preliminary Community Plan in Schedule "C".

- 9 -

5.3 Canada shall, in conformity with the terms of this Agreement, provide or ensure the provision of the funds required for the planning, design and construction of the Project.

5.4 The persons and classes of persons referred to in the Relocation List appended to Schedule "B" shall have the right to relocate to Natuashish under the terms of this Agreement.

6.0 PROJECT MANAGEMENT AND FINANCIAL MANAGEMENT

6.1 Canada and Mushuau Innu agree to the provisions regarding project management and financial management set out in Schedule "D", and to take all necessary steps to implement the regimes described therein, including Canada providing or ensuring the provision of the funds required to implement the Project and Financial Management Regimes in conformity with Article 5.3.

6.2 Notwithstanding Article 18.0, in the event that Mushuau Innu, or anyone authorized to act on its behalf, does not adhere to the provisions regarding project management and financial management as set out in Schedule "D", Canada at its sole discretion and in a manner that it determines may complete any or all of the remaining work related to the Project, including set-asides as referred to in Section 6.5, in accordance with Canada's direct project management regime.

6.3 Mushuau Innu may establish such agencies as it deems necessary to assist it in carrying out its responsibilities under this Agreement.

6.4 Mushuau Innu in consultation with the Project Leader may establish a technical advisory committee to assist in the planning, design and construction of Natuashish. Said committee may include members of Mushuau Innu, representatives of Canada and Newfoundland and Labrador, the private sector, academics and members of First Nations. Membership is subject to the approval of Mushuau Innu and the Project Leader, and may change from time to time.

6.5 Mushuau Innu, at its option, shall have the right to plan, design and construct set-asides. Set-asides shall include housing, any stand-alone residential requirements associated with the nursing station or the police station, and the teacherages, all of which are referred to in Appendix 1 of Schedule "B". In the event that Mushuau Innu exercises this option, said planning, designing and construction shall not be subject to the contract award procedures established by Schedule "D".

7.0 HOUSING

7.1 Canada and Mushuau Innu agree that the provision of the housing at Natuashish identified in Schedule "B" as Project element 6, shall be consistent with the principles of the Department's housing policy, namely

First Nation Control: Community-Based Housing
First Nation Expertise: Capacity Development
Shared Responsibility: Shelter Charges and Ownership
Better Access to Capital: Debt Financing

7.2 Canada agrees to provide Mushuau Innu with the maximum per-unit contribution to which it is eligible towards the planning, design and construction of said housing in accordance with subsidy levels established by the Department from time to time.

7.3 Mushuau Innu agrees to seek the remainder of the funds required for the planning, design and construction of said housing from sources other than Canada.

- 10 -

7.4 Canada agrees to assist Mushuau Innu in obtaining the remainder of the funds required for the planning, design and construction of said housing through the provision of Ministerial guarantees, if required, in accordance with Ministerial guarantee authority.

8.0 PROGRAMS AND SERVICES - NEWFOUNDLAND AND LABRADOR

8.1 Newfoundland and Labrador shall continue to provide, to the residents of Davis Inlet, Basic Programs and Services on an interim and without-prejudice basis, in a manner and at levels comparable to those ordinarily provided from time to time to other communities in Labrador of similar size and circumstance.

8.2 Newfoundland and Labrador agrees to enter forthwith into negotiations regarding the devolution to Mushuau Innu of certain programs and services currently provided by Newfoundland and Labrador.

8.3 With respect to the negotiations pursuant to Article 8.2, Newfoundland and Labrador, in lieu of providing programs and services, may provide to Mushuau Innu funding to a maximum equivalent to the cost that Newfoundland and Labrador would otherwise have incurred to directly provide such programs and services.

8.4 The provision of programs and services and any funding hereunder are without prejudice to Newfoundland and Labrador's positions respecting the provision of same, and is to be for an interim period only, being until:

8.4.1 the coming into force of an agreement between the Parties respecting Innu self-government;

8.4.2 the coming into force of an agreement respecting the matters contemplated in the Framework Agreement signed on March 29, 1996 referred to in Article 2.4.1.1;

8.4.3 a determination of a court of law or tribunal, a constitutional forum, or like forum which holds that Newfoundland and Labrador is not required to provide or fund programs and services as contemplated in this Agreement.

8.5 Programs and services shall be provided as agreed between Newfoundland and Mushuau Innu at Davis Inlet and Natuashish until the relocation is complete.

9.0 PROGRAMS AND SERVICES - CANADA

9.1 Annual budgets for the Mushuau Innu Band Council shall be calculated in accordance with the provisions of Article 10.0.

9.2 Pending the coming into force of any agreement or agreements between the Parties respecting Innu self-government and/or the matters contemplated in the Framework Agreement signed on March 29, 1996 referred to in Article 2.4.1.1, Canada shall provide annual funding to the Mushuau Innu Band Council in the amount to be determined as the difference between funds and/or services provided by Newfoundland and Labrador pursuant to Article 8.0, and the total annual funding eligibility as calculated pursuant to the provisions of Article 10.0.

9.3 Canada agrees to enter forthwith into negotiations regarding the devolution to Mushuau Innu of certain programs and services.

9.4 In the event that the shelter component of social assistance payments as provided for under provincial guidelines and rental revenues generated from the housing at Natuashish identified in Schedule "B" as Project element 6 is less than that required for the debt financing of said housing, Canada and Mushuau Innu shall negotiate and Canada shall provide a shelter subsidy funding supplement, which shall be in addition

- 11 -

to the funding contemplated by Article 10.0, which shall enable Mushuau Innu to meet debt financing obligations pursuant to this Agreement with respect to said housing.

9.5 In the event that Canada and Mushuau Innu agree to Innu ownership or control of facilities or infrastructure not included in the calculation of funding levels pursuant to Article 10.0, such as the wharf, the airport and the infrastructure for the generation, transmission and distribution of electricity, the agreements respecting Innu ownership or control shall identify and provide annual operation, maintenance and capital budgets.

9.6 Canada shall continue to assist Mushuau Innu in addressing emergency health and safety issues at the Davis Inlet site through the provision of interim funding to be negotiated, on the basis of need, by Mushuau Innu and Canada on an annual basis in addition to funds calculated pursuant to Article 10.0.

9.7 Programs and services shall be provided as agreed between Canada and Mushuau Innu at Davis Inlet and Natuashish until the relocation is complete.

10.0 ANNUAL BUDGET FUNDING LEVELS - CALCULATION CRITERIA

10.1 Program Funding

The calculation of maximum funding levels for programs and services at Natuashish, including operations and maintenance funding, shall be determined in consultation with the Mushuau Innu Band Council in accordance with the funding methodology in effect from time to time for the funding of First Nation communities by Canada. The aggregate funding levels so calculated shall be equivalent to those generally available to First Nations of similar size and circumstance.

10.2 Basic Programs and Services Funding

Calculation of funding levels for Basic Programs and Services shall be in accordance with the funding methodology in effect from time to time and shall be calculated on the basis of the total village population.

10.3 Capital Funding - Housing

Following the completion of Natuashish, Canada shall include in the calculation of the annual budget of the Mushuau Innu Band Council housing allocations to be determined in accordance with the Department's housing policies and allocation methodologies in effect from time to time, and, if applicable, other policies and methodologies in effect from time to time for First Nations.

10.4 Capital Funding - Non-housing

Canada and Mushuau Innu agree that the non-housing capital budget shall be established through annually updated five year capital plans.

10.5 Other Funding

Canada shall make best efforts to assist Mushuau Innu in identifying and accessing funding over and above that otherwise contemplated by Articles 9.0 and 10.0 for economic development, additional healing measures and education and training.

- 12 -

11.0 ACCESS TO FEDERAL PROGRAMS FOR FIRST NATIONS AND INDIANS AND TO PROVINCIAL PROGRAMS

11.1 Federal programs for First Nations and Indians shall be available to Mushuau Innu and its members on the same basis as to First Nations and Indians, subject to the program criteria applicable from time to time.

11.2 Nothing in this Agreement affects the eligibility of residents of Natuashish for universal provincial programs, subject to the program criteria applicable from time to time.

12.0 ENVIRONMENTAL ASSESSMENT

12.1 The Parties agree that they shall comply with applicable environmental legislation.

12.2 The Parties acknowledge that Canada, in 1994, commenced an initial assessment of the planning, designing, construction and operation of Natuashish, which assessment was based on documentation existing as of March 14, 1995, pursuant to s. 10(1) of the Environmental Assessment and Review Process (EARP) Guidelines Order, P.C. 1984-2132, 21 June 1984.

12.3 The Minister has determined pursuant to s. 12(c) of the EARP Guidelines Order that the potentially adverse environmental effects that may be caused, as identified in the documentation existing as of March 14, 1995, are mitigable with known technology. Mushuau Innu hereby undertakes to comply with the conditions of the determination by the Minister.

12.4 Canada and Mushuau Innu recognize that if the final community plan for Natuashish or the design of any element therein describes an undertaking different from that proposed when the initial assessment was conducted or if the manner in which the undertaking is to be carried out has changed subsequent to the conducting of the initial assessment referred to in Article 12.2, the provisions of s. 74(3) of the *Canadian Environmental Assessment Act* ("CEAA"), S.C. 1995 shall apply. In the event that s. 74(3) of CEAA applies to the final community plan, Mushuau Innu hereby undertakes to collaborate with Canada in complying with CEAA.

12.5 Mushuau Innu shall comply with the Newfoundland *Environmental Assessment Act*, R.S.N. 1990 c. pertaining to the planning, designing, construction and operation of Natuashish, including by registering the planning, designing, construction and operation of Natuashish as an undertaking under said Act.

13.0 FUTURE OF THE DAVIS INLET SITE

13.1 The Parties agree to the guiding principles for the formulation of a plan for the future of the Davis Inlet site set out in Schedule "E", and agree to develop a process for the formulation of said plan and to develop said plan in accordance with the guiding principles set out in Schedule "E".

13.2 Subject to Article 11.0 and Schedule "E", Canada and Newfoundland and Labrador shall not deliver any programs and services or provide any funding for programs and services at Davis Inlet once Natuashish is occupied and decommissioning completed.

13.3 The Minister of Government Services and Lands for Newfoundland and Labrador may, pursuant to s. 4(1) of the *Lands Act*, S.N. 1991, c. 36, issue a grant to Mushuau Innu for the lands at the Davis Inlet site which are being used for a cemetery. The grant shall be provided forthwith after receipt of a satisfactory survey and plan together with the other information that the Minister may require, all of which shall be registered in

- 13 -

the Crown Lands Administration Division of the Department of Government Services and Lands.

13.4 Canada shall pay the Decommissioning Costs.

14.0 INFORMED CONSENT PROCESS AND RATIFICATION PROCEDURE

14.1 Canada and Mushuau Innu acknowledge that the Informed Consent Process described herein was followed for the purposes of informing the Eligible Voters about this Agreement. Mushuau Innu acknowledges that the Informed Consent Process described herein provided the Eligible Voters with a sufficient opportunity to assess and understand the nature of this Agreement. The Informed Consent Process included:

14.1.1 The holding of a community referendum in Davis Inlet on June 8, 1993 for the purpose of selecting a site to which the community in Davis Inlet wished to relocate, which resulted in selection of a site at Little Sango Pond;

14.1.2 Regular meetings of the Mushuau Innu Band Council and the Mushuau Innu Renewal Committee commencing in June, 1993, to prepare for, direct the conduct of, and review studies pertaining to the suitability of the New Community Site for the establishment of Natuashish and to review and approve the Preliminary Community Plan;

14.1.3 Preparation of minutes of Mushuau Innu Renewal Committee meetings which have been available to all persons resident in Davis Inlet and which have generally been translated into innu aimun;

14.1.4 An information meeting in Davis Inlet at which this Agreement was reviewed by representatives of Mushuau Innu Band Council and Mushuau Innu Renewal Committee;

14.1.5 Information sessions in each of the other locations where the ratification vote was conducted in accordance with the Mushuau Innu Ratification Procedure in Schedule "F";

14.1.6 An information session at the Nukum Mani Shan school in Davis Inlet;

14.1.7 Advance notice by local community media of Mushuau Innu Band Council and Mushuau Innu Renewal Committee meetings at which the Project was reviewed;

14.1.8 Provision of copies of this Agreement and popular summaries thereof in accordance with the Ratification Procedure in Schedule "F";

14.1.9 Making available sketches of Natuashish at the office of the Mushuau Innu Band Council;

14.1.10 Local media broadcasts regarding the contents of this Agreement; and

14.1.11 Making available in Davis Inlet independent legal counsel.

14.2 This Agreement has been ratified by the Parties in the manners set out herein:

14.2.1 By Canada, by the Governor-in-Council;

14.2.2 By Mushuau Innu, in accordance with Article 2.02 of Schedule "F", as evidenced by the Declarations of Ratification Vote including Statement of Ratification Vote Results as set out in Schedule "G";

14.2.3 By Newfoundland and Labrador, by the Lieutenant-Governor in Council.

- 14 -

15.0 INDEMNIFICATION OF CANADA AND NEWFOUNDLAND AND LABRADOR

15.1 Subject to Article 15.2, in consideration of the rights and benefits provided to Mushuau Innu pursuant to this Agreement, Mushuau Innu and the collectivity of individuals who are members of Mushuau Innu as of the Effective Date hereby indemnify and save harmless Canada and Newfoundland and Labrador from and against any and all suits, actions, causes of action, claims, damages, loss, costs, or expenses, by any member or person eligible to be a member of Mushuau Innu, which such person ever had, now has or may hereafter have against Canada or Newfoundland and Labrador or both, which are related to this Agreement or to previous relocations.

15.2 The indemnification provided for in Article 15.1 does not extend to any suits, actions, causes of action, claims, damages, loss, costs, or expenses relating to or in any way arising from any failure of Canada or Newfoundland and Labrador or both to carry out their respective obligations under this Agreement.

16.0 OFFICIAL VERSIONS OF THE AGREEMENT

The Parties agree that the English and French versions of this Agreement are the official versions of this Agreement, and that any innu aimun or English popular summaries of this Agreement that were prepared were for the purpose of providing information to the Eligible Voters.

17.0 NOTICES

17.1 All notices must be given in writing and delivered in accordance with this paragraph, and no notice shall be effective until such delivery has been made.

The addresses of the Parties for delivery are as follows:

17.1.1 CANADA

Regional Director General
Department of Indian Affairs and Northern Development
Atlantic Regional Office
P.O. Box 160
40 Havelock St.
Amherst, NS B4H 3Z3

17.1.2 Mushuau Innu

Mushuau Innu Band Council
Davis Inlet, Labrador
A0P 1A0
Attention: The Chief

17.1.3 NEWFOUNDLAND AND LABRADOR

Secretary to Cabinet for Labrador and Aboriginal Affairs
6th Floor East
Confederation Building
P.O. Box 8700
St. John's, Newfoundland
A1B 4J6

- 15 -

17.2 Notice shall be deemed to have been delivered:

17.2.1 If delivered by hand, on receipt;

17.2.2 If delivered by electronic transmission, forty-eight (48) hours after the time of transmission, excluding from the calculation weekends and public holidays;

17.2.3 If delivered by registered mail, four (4) days after the mailing thereof, but if there is a postal strike such notice shall be delivered by hand or by electronic transmission.

The Parties may change their respective addresses for delivery by notice as provided in this Article.

18.0 DISPUTE RESOLUTION

18.1 This Article shall not apply to the preparation of the Project Brief referred to in Schedule "D".

18.2 Except to the extent that this Agreement relates to other existing or future negotiations and agreements which are referred to herein but which pertain to matters outside of the objects set out in Article 3.0 of this Agreement, all disputes between or among the Parties arising out of

18.2.1 this Agreement; or

18.2.2 the interpretation, application, operation or performance of this Agreement;

which cannot be resolved informally to the satisfaction of any Party shall be addressed in the manner set out in this Article.

18.3 The dispute resolution process shall be commenced by delivery of a notice (hereinafter "Notice of Dispute") delivered by one Party to the other Party or Parties to which the dispute relates. The Notice of Dispute shall contain:

18.3.1 The issue or issues which the Party wishes to resolve;

18.3.2 A summary of the facts relevant to the issue or issues, as asserted by the Party; and

18.3.3 The Party's suggested resolution or remedy to address the dispute.

18.4 Within 20 days of receipt of the Notice of Dispute, the Party or Parties receiving same shall each deliver a reply (hereinafter "Reply"). Each Reply shall contain:

18.4.1 A statement of those assertions of fact in the Notice of Dispute with which the Party agrees;

18.4.2 A summary of the different or additional facts relevant to the issue or issues, as asserted by the Party; and

18.4.3 The suggested resolution or remedy to address the dispute.

18.5 Forthwith after receipt of the Reply or Replies, the Parties shall enter into negotiations in good faith to resolve the issue or issues identified in the Notice of Dispute. The Parties may, if mutually agreed upon, appoint a mediator to assist in the resolution of the issue or issues. If the Parties have not agreed in writing on a resolution or remedy for the dispute within 30 days of receipt of the Reply or Replies by the Party

- 16 -

which delivered the Notice of Dispute, the issue or issues identified in the Notice of Dispute shall be referred to arbitration pursuant to the *Commercial Arbitration Act*, R.S.C. 1985, Chap. 17 (2nd Supp.), as amended, except as modified by this Article.

18.6 Except for the Notice of Dispute and any Replies, all communications and documents exchanged by the Parties during the negotiations referred to in Article 18.5 are without prejudice and may not be used as evidence in an arbitration except with the consent of the Parties to the arbitration.

18.7 An issue or issues referred to arbitration shall be determined,

18.7.1 if there are two Parties to the dispute, by a Panel of three arbitrators, one appointed by each of the Parties and the third mutually agreed upon by the Parties;

18.7.2 if there are three Parties to the dispute, by a Panel of four arbitrators, one appointed by each of the Parties and the fourth mutually agreed upon by the Parties.

18.8 If the Parties cannot agree upon the third or fourth arbitrator within 7 days of the expiry of the negotiation period referred to in Article 18.5, the Parties shall request that an arbitrator be appointed pursuant to the provisions in the *Commercial Arbitration Act*, R.S.C. 1985, Chap. 17 (2nd Supp.), as amended.

18.9 Each Party shall bear its own costs of any arbitration under this Article, except that:

18.9.1 the Parties shall bear equally the costs of the arbitrator mutually agreed upon pursuant to Article 18.7, or who is appointed pursuant to Article 18.8; and

18.9.2 Mushuau Innu may apply to Canada for costs pertaining to the arbitration;

18.9.3 the arbitrators may make an order as to the costs of the arbitration.

18.10 The Parties to any dispute may amend the time limits set out in this Article upon agreement in writing.

19.0 AMENDMENTS

No provision in this Agreement may be waived, modified or amended in any respect except in writing, and signed by an authorized representative of the Parties to whom the provision relates. Waiver by a Party of any right under this Agreement in a given instance or failure to enforce any provision shall not operate thereafter as a waiver of that right or that provision or of any other right or provision in this Agreement.

- 17 -

SIGNED IN Davis Inlet in the Province of Newfoundland and Labrador, this _____ day of November, in the year 1996.

FOR MUSHUAU INNU:

Kiota Rich
Chief

Joseph Rich
Witness

Gregory Rich
Councillor

Joseph Rich
Witness

Sebastian Rich
Councillor

Joseph Rich
Witness

David Rich
Councillor

Joseph Rich
Witness

George George
Councillor

Joseph Rich
Witness

FOR HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR:

Brian Tobin
Brian Tobin, Premier

Joseph Rich
Witness

Joseph Rich
Witness

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA:

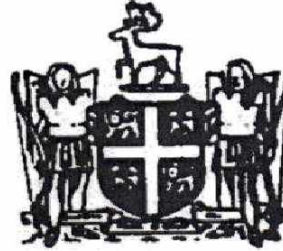
Ronald Irwin
Ronald Irwin, Minister
Indian Affairs & Northern Development

Joseph Rich
Witness

Joseph Rich
Witness

SCHEDULE A

PROVINCE OF NEWFOUNDLAND AND LABRADOR



LEASE

Under the provisions of Section 3(2) and other provisions of the *Lands Act*, Chapter 36 of the Statutes of Newfoundland, 1991, as amended by Her Majesty the Queen in Right of Newfoundland represented herein by the Honourable the Minister of Government Services and Lands for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby LEASE and DEMISE unto

Mushuau Innu

incorporated on July 26, 1983 as Mushuau Innuua under the *Companies Act*, R.S.N. 1970, C.54. which has been continued as a corporation under the *Corporations Act*, R.S.N. 1990, C. C-36 and which amended its corporate name to Mushuau Innu by Certificate of Amendment dated June 27, 1995, in the Province of Newfoundland and Labrador (hereinafter called the "Lessee"), the heirs, executors, administrators, successors and assigns ALL THAT piece or parcel of land situate and being at Sango Bay, in the Electoral District of Torngat Mountains, as more particularly described in Schedule A and delineated on Schedule B attached hereto (which schedules are part of these presents), **EXCEPTING AND RESERVING THEREFROM** to the Crown out of this present Lease all water power rights and water rights (riparian), minerals both metallic and non-metallic, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, salt, coal, natural gas, oil and related hydrocarbons in and under the said piece or parcel of land **TO HAVE AND TO HOLD** the said piece or parcel of land unto the Lessee for the term of 20 years from the day of A.D., 19 , **SUBJECT** to the terms and conditions hereinafter set forth;

YIELDING AND PAYING unto the Crown, the sum of \$1.00 payable upon the execution of these presents, as the price and consideration of the said Lease;

PROVIDED ALWAYS that the Lessee covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule C of these Presents.

PROVIDED ALWAYS that except for the land hereby demised and lands lawfully alienated from the Crown the issuance of this Lease by the Minister does not constitute an acknowledgement of any right, title or interest in or to any other parties which may be identified in Schedules A and B and the demised land is to be surveyed in accordance with the terms of this Lease.

IN WITNESS WHEREOF The Minister of Government Services and Lands for the Province of Newfoundland and Labrador has hereunto subscribed his hand and the Seal of the Department of Government Services and Lands has been hereunto affixed, **AND** the Lessee has hereunto subscribed its hand and seal on the day of A.D., 19 .

SIGNED AND SEALED

by the Minister of Government Services and Lands and the Seal of the Department of Government Services and Lands was hereunto affixed in the presence of:

Errol Anderson
Witness

[Signature]
Minister of Government Services and Lands

SIGNED AND SEALED by the Lessee, the Mushuau Innu in the presence of:

Robert J. [Signature]
Witness

Kate [Signature]
Mushuau Innu

**SCHEDULE A TO SCHEDULE A
TECHNICAL DESCRIPTION
for
SANGO BAY**

October 10, 1996

All that piece or parcel of land situate and being at Sango Bay, Labrador in the electoral district of Torngat Mountains in the province of Newfoundland being bound and abutted as follows, that is to say:

Beginning at a point the said point being an aerial photograph identifiable prominent point on the H.W.O.S.T. of Sango Bay the said point having scaled coordinates of North 6195007 and East 615186;

Thence in a Northerly direction for a distance of approximately 337 metres the said point having scaled coordinates of North 6195344 and North 615186;

Thence in an Easterly direction for a distance of approximately 409 metres the said point having scaled coordinates of North 6195407 and East 615590;

Thence in an Easterly direction for a distance of approximately 649 metres the said point having scaled coordinates of North 6195614 and East 616205;

Thence in an Easterly direction for a distance of approximately 674 metres the said point having scaled coordinates of North 6195768 and East 616861;

Thence in an Easterly direction for a distance of approximately 1062 metres the said point having scaled coordinates of 6195910 and East 617913;

Thence turning and running in a Northerly direction for a distance of approximately 1850 metres the said point having scaled coordinates of North 6197760 and 617913;

Thence turning and running in a Southwesterly direction for a distance of approximately 238 metres the said point having scaled coordinates of 6197693 and East 617685;

Thence in a Southwesterly direction for a distance of approximately 280 metres the said point having coordinates of North 6197569 and East 617434;

Thence in a Southwesterly direction for a distance of approximately 322 metres the said point having coordinates of North 6197280 and East 617291;

Thence in a Southwesterly direction for a distance of approximately 754 metres the said point having coordinates of North 6196819 and East 616694;

Thence in a Southwesterly direction for a distance of approximately 587 metres the said point having coordinates of North 6196685 and East 616122;

**SCHEDULE A TO SCHEDULE A
TECHNICAL DESCRIPTION
for
SANGO BAY**

Thence in a Westerly direction for a distance of approximately 567 metres to H.W.O.S.T. of the waters of Little Sango Pond the said point having scaled coordinates of North 6196705 and East 615555;

Thence continuing in a clockwise direction following the sinuosity of the H.W.O.S.T. of Little Sango Pond and Sango Brook for a distance of approximately 8726 metres the said point having scaled coordinates of North 6197586 and East 612815;

Thence in a Northerly direction for a distance of approximately 566 metres to a point having scaled coordinates of North 6198152 and East 612815;

Thence in an Easterly direction for a distance of approximately 1223 metres the said point having scaled coordinates of North 6198152 and East 614038;

Thence in a Northerly direction for a distance of approximately 397 metres the said point having scaled coordinates of North 6198549 and East 614038;

Thence in a Northeasterly direction for a distance of approximately 2435 metres the said point having scaled coordinates of North 6199428 and East 616309;

Thence in a Southerly direction for a distance of approximately 781 metres the said point having scaled coordinates of North 6198647 and East 616309;

Thence in a Southeasterly direction for a distance of approximately 233 metres the said point having scaled coordinates of North 6198590 and East 616535;

Thence in a Northeasterly direction for a distance of approximately 811 metres the said point having scaled coordinates of North 6198948 and East 617263;

Thence in a Northwesterly direction for a distance of approximately 448 metres the said point having scaled coordinates of North 6199350 and East 617066;

Thence in a Northeasterly direction for a distance of approximately 784 metres the said point having scaled coordinates of North 6199922 and East 617602;

Thence in a Northeasterly direction for a distance of approximately 1176 metres the said point having scaled coordinates of North 6200527 and East 618611;

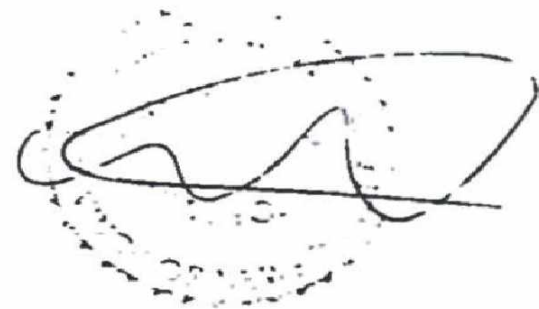
**SCHEDULE A TO SCHEDULE A
TECHNICAL DESCRIPTION
for
SANGO BAY**

Thence in a Northeasterly direction for a distance of approximately 1117 metres to the H.W.O.S.T. of the waters of Daniel Rattle the said point having scaled coordinates of North 6201503 and East 619154;

Thence in a clockwise direction following the sinuosity of the H.W.O.S.T. of the waters of Daniel Rattle and Sango Bay for a distance of approximately 15398 metres more or less, to the point of beginning.

Containing an area of approximately 1873 hectares (7.2 square miles), more or less, and being outlined on the attached plan.

All bearings referred to Grid North NAD 83 of the Six Degree Universal Transverse Mercator Projection System, Zone 20.



SCHEDULE "C" TO SCHEDULE "A"

1. The demised land shall be held under and subject to all regulations and the provisions of the *Lands Act*, Chapter 36 of the Statutes of Newfoundland, 1991, and to such statutes and regulations as are now in force or which may at any time hereafter be made by law for the improvement or cultivation of lands within the Province of Newfoundland and Labrador.
2. Laws of general application shall apply to the Lessee and the demised land.
3. The Lessee shall use the demised land for the purpose of the establishment of a new village resulting from the relocation of the community of Davis Inlet, and for continuing to operate and manage the land after the establishment of the new village. The establishment of the new village shall commence within a period of 2 years from the date of these presents.
4. All individuals, other than those persons or classes of persons with a right to relocate to the new village, described in Schedule "B" of the Relocation Agreement entered into between the Mushuau Innu, Her Majesty the Queen in Right of Canada and Her Majesty the Queen in the Right of Newfoundland and Labrador dated November 13, 1996, desiring to take up residence in the new village shall be entitled to do so.
5. The Lessee shall, at its expense, place and maintain posts, mounds or monuments along the boundaries of the demised land which shall be placed before September 30, 1997.
6. The Lessee shall not sell or dispose of any topsoil, earth, clay, gravel or sand from the demised land or permit the same to be removed or make any excavation except so far as the same may be necessary for the establishment and operation of the new village.
7. The Lessee shall permit any person authorized by the Minister at all reasonable times to enter upon and examine the condition of the demised land for the purpose of determining whether the terms of this Lease are being complied with.
8. The Lessee shall indemnify and save harmless the Minister of and from any and all manner of claims, damages, loss, costs and charges whatsoever occasioned to or suffered by or imposed upon the Minister directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the demised land or any buildings, appurtenances and erections by the Lessee in connection with the occupancy or use of the same by the Lessee or in respect of any accident, damage or injury to any person, animal or thing by from or on account of the same except and to the extent that such claims, damages, loss, costs and charges arise or are caused by the negligence of any servant or agent of Her Majesty the Queen in Right of Newfoundland and Labrador while acting within the scope of his or her duties or employment. The covenants of the Lessee for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures hereafter erected or installed on or in the demised land or the buildings or in connection therewith by the Lessee, its servants or agents, and by reason of an insufficiency in said structures.
9. The Lessee shall arrange, at its expense, for the survey of the demised lands (described in Schedules A and B) which survey shall be to the satisfaction of the Minister, and shall prepare a plan together with the other information that the Minister may require, all of which shall be registered in the Crown Lands Administration Division of the Department of Government Services and Lands before September 30, 1997, which shall replace the Schedule A and B herein attached.
10. On the tenth anniversary of the date of this Lease, upon prior application by the Lessee, the title to the demised lands shall be transferred in fee simple to the Mushuau Innu, subject to the approval of the Lieutenant Governor in Council; failing which this Lease shall be automatically renewed for successive terms, such terms to be determined by the Minister and the Lessee, subject to such statutes and regulations as are then in force in the Province of Newfoundland and Labrador.
11. In the event that the transfer contemplated in section 10 hereof does not take place the Lessee shall, at the end of this Lease, including any renewal or renewals hereof, yield up to the Minister the demised land in a condition satisfactory to the Minister.
12. In the absence of a transfer in fee simple or an automatic renewal or renewals pursuant to Section 10, this Lease may be renewed for a further term or terms to be agreed to by the parties, upon written application by the Lessee, which renewal or renewals shall be subject to such statutes and regulations as are then in force in the Province of Newfoundland and Labrador.

SCHEDULE "C" TO SCHEDULE "A"

13. This Lease is without prejudice to:

- (a) the negotiations for an agreement-in-principle and a treaty, pursuant to a Framework Agreement signed on March 29, 1996 among the Innu Nation, Her Majesty the Queen in right of Canada and Her Majesty the Queen in right of Newfoundland and Labrador.
- (b) the negotiations for an agreement-in-principle and a final Innu self-government agreement among the Innu Nation, Her Majesty the Queen in right of Canada and Her Majesty the Queen in right of Newfoundland and Labrador;
- (c) any agreement-in-principle or treaty entered into as a result of the negotiations referred to in s. 13(a), and any agreement-in-principle or final agreement entered into as a result of the negotiations referred to in s. 13(b).

14. If, during the term of this Lease, a treaty or final agreement is entered into with the Mushuau Innu, directly or as a result of the affiliation of the Mushuau Innu with the Innu Nation, as a result of the negotiations referred to in s. 13(a), or s. 13(b), the Minister and the Lessee agree to negotiate concerning the impact of any such treaty or final agreement on this Lease, and to make whatever changes are necessary pertaining to this Lease, in order to be in conformity with any such treaty or final agreement.

15. Any notice to be given hereunder shall be in writing and shall be given either by personally delivering the same or by sending the same by registered mail, postage prepaid, to the Lessee, Mushuau Innu Band Council, Davis Inlet, Labrador, A0P 1A0 or to the Minister, Lands Branch, Howley Building, Higgins Line, St. John's, Newfoundland, A1B 4J6. Any notice so delivered shall be conclusively deemed given when personally delivered and any notice so mailed shall be conclusively deemed given on the third business day following the day of mailing, provided that in the event of a known disruption of postal service, notice shall be given by personal delivery only. Any address for notice herein referred to may be changed by notice to the other party in writing given pursuant hereto.

16. This Lease shall not be interpreted to be an agreement or treaty within the meaning of Section 35 of the *Constitution Act*, 1982.

17. Nothing in this Lease shall be construed so as to confer, recognize, abrogate or derogate from any aboriginal, treaty, constitutional or other rights, benefits, claims and privileges which may be claimed by the Parties or any group of persons. This Lease is made without prejudice to the positions taken by the Parties or any group of persons in any other forum.

18. This Lease shall be construed and enforced in accordance with the laws in effect in the Province of Newfoundland and Labrador.

SCHEDULE "B"
PROJECT DEFINITION

1.0 APPENDICES

- 1.1 The elements outlined in Appendix 1 constitute the Project.
- 1.2 The persons and classes of persons referred to in Appendix 2 shall have the right to relocate to Natuashish under the terms of this Agreement. This list is the Relocation List referred to in Article 5.4 of this Agreement.
- 1.3 The preliminary cost estimates associated with the Project, including a global figure detailing the risk factor for the Project, are outlined in Appendix 3.
- 1.4 The documents listed in Appendix 4 have been provided to Mushuau Innu by Canada.
- 1.5 The Appendices form part of this Schedule.

2.0 PROJECT DEFINITION

- 2.1 The cost estimates outlined in Appendix 1 represent preliminary estimates for each Project element and in no way constitute a budget for the Project.
- 2.2 Each of the Project elements is outlined in Appendix 1 using the following criteria:
 - Description: Brief description of each element.
 - Standard: Reference to applicable standard.
 - Design Criteria: Listing of design criteria that must be met.
 - Cost: Preliminary cost estimate exclusive of risk factor.
- 2.3 Where possible, Canada shall assist Mushuau Innu in identifying and accessing supplementary sources of funding for the planning, design and construction of recreation facilities.
- 2.4 Canada and Mushuau Innu agree that the population projections used to finalize the scope of the Project will be based on the Relocation List, as amended from time to time, attached as Appendix 2 plus the estimated number of service providers at the time that the relocation to Natuashish is complete.
- 2.5 Preliminary cost estimates include 2% of the total estimate for project management and generally 8% of the total estimate for design costs, except for the design costs for Roads which are 15% of the total estimate and the design costs for Municipal Services which are 13% of the total estimate.
- 2.6 Preliminary cost estimates for individual elements do not include federal goods and services or provincial sales taxes, or construction management costs.

APPENDIX I
PROJECT ELEMENTS

I. AIRPORT

Description	Standard	Design Criteria	Preliminary Estimate
762 metre by 23 metre gravel strip with a non-directional beacon, runway lighting and facilities for equipment and small passenger area. Including maintenance equipment and tools.	Transport Canada Aerodrome Standards and Recommended Practices (TP312E), 4th edition, March, 1993 (with revision) (Transport Canada, Air Navigation Systems Requirements Branch)	Based on the De Havilland Twin Otter as the reference aircraft.	\$2,147,000

2. WHARF

Description	Standard	Design Criteria	Preliminary Estimate
Pre-fabricated wharf with roll-on, roll-off ramp. Including electrical, water and sewer services, outdoor storage, lighting and freight shed/small office. Present information indicates that these would most likely be stand alone services.	Harbours and Ports Directorate, Transport Canada requirements outlined in the Wharf Facility Feasibility Study, PWGSC Project No. 639961, November 1994.	The wharf design will accommodate Marine Atlantic vessels currently operating in the area.	\$4,390,000

3. ROADS

Description	Standard	Design Criteria	Preliminary Estimate
a) Wharf and Airport Roads: Approximately 9km gravel road connecting Wharf and Airport Sites and connecting road to the community.	DIAND Program Directives 20-1, Chapter 6, Capital Facilities and Community Services, PD 6.12, Level of Service Standards, Roads & Bridges DIAND Road Pre-Engineering and Design (DRM 10-7/61).	Setting: rural Speed limit: 50 kmph Volume: use "very light" volume standards as per the TAC (Transport Association of Canada) Geometric Design Manual, Chapter 4 Surface Type: gravel	\$3,915,000
b) Community Streets: Approximately 7.4km gravel roads. Including street lighting.	20-1 Chapter 6, PD 6.12 DRM 10-7/61	Setting: rural Speed limit: 50 kmph Volume: use "very light" volume standards as per the TAC (Transport Association of Canada) Geometric Design Manual, Chapter 4 Surface Type: gravel	\$2,796,000
c) Service Roads: Approximately 1.5km gravel service roads to provide access between main roads and various community sites.	20-1 Chapter 6, PD 6.12 DRM 10-7/61	Setting: rural Speed limit: 50 kmph Volume: use "very light" volume standards as per the TAC (Transport Association of Canada) Geometric Design Manual, Chapter 4 Surface Type: gravel	\$668,000

4. ENERGY

Description	Standard	Design Criteria	Preliminary Estimate
Diesel generation for electricity and individual oil furnaces in homes. Power station comprised of: fuel station, transmission and distribution lines, necessary buildings, generator, bulk storage, pipeline and day tank as required and transfer switches. Other details such as office and storage space to be determined at design stage. Other options including alternative grid service and hydro development and district heating will be evaluated.	DIAND policy to provide level of service equivalent to neighbouring communities in accordance with provincial policy standard requirements. DIAND Electrical Power Supply & Distribution (DRM 10-7/43).		\$3,955,000

5. MUNICIPAL SERVICES

Description	Standard	Design Criteria	Preliminary Estimate
a) Water: full piped water system including treatment and distribution to meet DIAND standard of 180 lpppd plus fire flow. Including fire hydrants.	DIAND Water Supply and Distribution (DRM 10-7/40). Program Directives 20-1, Chapter 6, Capital Facilities and Community Services, PD 6.1, Level of Service Standards, Water and Sewage Systems	Human consumption and fire flows.	\$14,068,000
b) Sewage: piped sewage collection to a sewage lagoon.	20-1 Chapter 6, PD 6.1		\$6,545,000
c) Solid Waste: sanitary land-fill site.	DIAND Solid Waste Collection & Disposal (DRM 10-7/42).	As detailed in Municipal Servicing Little Sango Pond feasibility study by Davis Engineering & Associates Ltd and R.J. Burnside & Associates Ltd, December, 1994.	\$84,000

6. HOUSING

Description	Standard	Design Criteria	Preliminary Estimate
Standard wood frame construction. Intent to move structures from the existing community where possible and cost effective.	National Building Code.	Based on 22 m² per person for population at the time of relocation. "Suitable dwelling" for purposes of determining Core Housing Need means a dwelling which can accommodate a household according to the following household size/dwelling size relationship: 1 person - studio; 2 people - 1 bedroom; 3-4 people - 2 bedrooms; 5 or more people - 3 or more bedrooms. Consideration of different housing options (e.g. multiple family complexes, apartments).	Maximum subsidy for which eligible.

7. SCHOOL

Description	Standard	Design Criteria	Preliminary Estimate
Size to be based on enrollment requirements as per population projections calculated in accordance with DIAND standard. Approximately 2,540 m ² Including necessary furniture, equipment and recreation facilities (e.g. playground and 345 m ² gymnasium).	DIAND School Space Accommodation standards, based on school enrolment. DIAND School Planning, Design, and Construction (DRM 10-7/54). DIAND School Design Mechanical Systems (DRM 10-7/54.6)		\$7,621,000

8. BAND COUNCIL OFFICE

Description	Standard	Design Criteria	Preliminary Estimate
Approximately 584 m ² facility including general office space for the Chief and Council, council chambers and facilities (e.g. storage, washrooms).	DIAND Band Administration Building Program Policy, August 1992.	Equivalent to facilities in other First Nations communities.	\$994,000

9. RECREATION FACILITIES

Description	Standard	Design Criteria	Preliminary Estimate
	One-time contribution to a maximum of \$200,000 for community recreation facilities. Community must demonstrate to the satisfaction of Canada that there is adequate funding to complete the facility in order to obtain the contribution. Community Halls and Recreation Facilities, April 1990		\$200,000

10. NURSING STATION

Description	Standard	Design Criteria	Preliminary Estimate
Approximately 537 m² facility. Including necessary equipment, furniture and two back-up generators. Facility to accommodate health care and social workers. Approximately 448 m² residential requirement. Option to be leased from the MIBC to be examined.	Health Canada Design Guidelines - Part I Space and Furnishings. Health Canada, Medical Services Branch, Directive 14/30 Staff Accommodation Standards	Health care and social services delivery.	\$2,210,000

11. COMMUNITY GARAGE

Description	Standard	Design Criteria	Preliminary Estimate
Approximately 500 m ² , 3 bay facility to house and maintain the necessary trucks and equipment. Including necessary tools.	DIAND Capital Program Services, Annex A.		\$1,394,000

12. FIRE HALL

Description	Standard	Design Criteria	Preliminary Estimate
Approximately 200 m² facility. Including fire truck and necessary equipment.	Program Directives 20-1 Vol. 1, Indian and Inuit Affairs, Chapter 11 Capital Facilities and Community Services PD11.6 Level of Service Standards - Fire Halls Program Directives 20-1 Vol. 1, Indian and Inuit Affairs, Chapter 6 Capital Facilities and Community Services PD6.5 Level of Service Standards - Apparatus and Fire Protection Equipment		\$748,000

13. POLICE STATION

Description	Standard	Design Criteria	Preliminary Estimate
Approximately 210 m ² police station facility including office space and lock-up.	RCMP Level Two Northern Design Package.	Wood frame construction.	\$1,240,000
Separate warehouse/workshop facility.			
Residential requirement, with option to be leased from the MIBC.			
Necessary equipment, land-vehicles and furniture as required			

14. TEACHERAGES

Description	Standard	Design Criteria	Preliminary Estimate
Multiple housing complexes to accommodate the required number of teachers. Option to be leased from the MIBC to be examined.	DIAND Capital Program Services, Annex A.	Based on 22 m² per person. "Suitable dwelling" for purposes of determining Core Housing Need means a dwelling which can accommodate a household according to the following household size/dwelling size relationship: 1 person - studio; 2 people - 1 bedroom; 3-4 people - 2 bedrooms; 5 or more people - 3 or more bedrooms.	\$1,100,000

15. VEHICLES/HEAVY EQUIPMENT

Description	Standard	Design Criteria	Preliminary Estimate
Necessary equipment to meet the construction, maintenance and garbage disposal needs of the community. Examples include: packer truck, stake truck, bulldozer, fuel delivery truck, dumptruck, grader and crusher.	DIAND Capital Program Services, Annex A.	Comparable to communities of similar size and circumstance.	\$1,690,000

16. POST OFFICE

Description	Standard	Design Criteria	Preliminary Estimate
Approximately 28 m ² . Includes necessary equipment.	National Building Code.	Not stand alone structure.	\$25,000

17. DECOMMISSIONING

Description	Standard	Design Criteria	Preliminary Estimate
Demolition and disposal of infrastructure, facilities and fixtures at the Davis Inlet site.	Subject to applicable environmental legislation.	Complete relocation, sale or disposal of all existing facilities in Davis Inlet.	\$921,000

18. TELEPHONE SERVICE

Description	Standard	Design Criteria	Preliminary Estimate
Telephone service to be provided similar to other communities in Labrador.	Newfoundland Telephone		

19. MOVING EXPENSES

Description	Standard	Design Criteria	Preliminary Estimate
Canada shall pay the reasonable personal moving expenses associated with the relocation to Natuashish for the persons and classes of persons referred to in Appendix 2.			\$85,000

APPENDIX 2**RELOCATION LIST****1. In this Appendix,**

"Ratification Vote" has the meaning set out in the Mushuau Innu Ratification Procedure described in Schedule "F" to this Agreement;

"Relocation List" means the list of persons who shall have a right to relocate to Natuashish, as developed in accordance with this Appendix;

"Project Leader" means the person referred to as Project Leader in the Project and Financial Management Regimes described in Schedule "D" to this Agreement.

2. The initial Relocation List is as attached to this Appendix.

- 3. (a) Any person may apply to the Mushuau Innu Band Council to have his or her name and the names of any dependent children of that person added to the Relocation List, if the person believes that the person and, if any, the dependent children of that person fall within one of the following classes:**
- (i) Mushuau Innu persons ordinarily resident in Davis Inlet as of the Ratification Vote, including their dependent children;**
 - (ii) Persons other than Mushuau Innu persons who are the spouses of persons in class (i) and were ordinarily resident in Davis Inlet as of the Ratification Vote;**
 - (iii) Any other persons not in classes (i) or (ii) who were ordinarily resident in Davis Inlet for the three (3) year period immediately preceding the Ratification Vote;**
 - (iv) Mushuau Innu persons who were ordinarily resident in Davis Inlet, and their children and spouses, as of the date of the community referendum on June 8, 1993 but who moved from Davis Inlet after June 8, 1993.**
- (b) Applications under sub-section 3(a) hereof may be made up to and including a date, which date shall be determined by the Mushuau Innu Band Council in consultation with and with the concurrence of the Project Leader.**
- (c) If the Mushuau Innu Band Council decides that a person who has applied to be added to the Relocation List falls within one of the four classes in sub-section 3(a), that person and his or her dependent children shall be added to the Relocation List. The decision of the Mushuau Innu Band Council on this matter shall be final.**

4. The initial Relocation List set out in section 2 hereof shall be amended by the Mushuau Innu Band Council from time to time up until the relocation to Natuashish is complete, by

(a) the addition of persons in the following classes:

- (i) persons who become spouses of the persons listed in section 2, after the Ratification Vote;**

- (ii) children of the persons listed in section 2 who are born or adopted after the Ratification Vote; and
- (iii) persons who become spouses of the persons added to the Relocation List after making an application made pursuant to section 3, after the application is made;
- (iv) children who are born to or adopted by persons added to the Relocation List after making an application pursuant to section 3, after the application is made.

(b) the deletion of persons who die after the Ratification Vote.

16) JACOBISH,	Abel	EV	
RICH,	Mary Ann	EV	
	Adeline	DC	Nov. 13, 1985
	Francis	DC	Apr. 01, 1985
	Martha	EV	
	Maureen	DC	Nov. 28, 1989
PACK,	Benji	NV	
17) JACOBISH,	Shirley	EV	
	Roman	DC	Sep. 27, 1988
	Joseph Simon	DC	Jun. 15, 1994
GREGOIRE,	Jerry	EV	
POKUE	Simon	EV	
18) JACOBISH,	Sylvester	EV	
	Ediane	DC	Jan. 05, 1988
	Stephanie	DC	Jun. 24, 1990
	Charlie	EV	
	Arman	EV	
19) KATSHINAK,	Joseph	EV	
	Madeline	EV	
POKER,	Daniel	EV	
RICH,	Rosemary	EV	
	Anne Philemona	DC	May 24, 1987
	Kristin	DC	May 05, 1992
20) KATSHINAK,	Marcel	EV	
	Shirley	EV	
	Cecile	EV	
	Antonia	DC	Aug 23, 1983
	Ivan	DC	Oct 6, 1982
	Marcel	DC	March 18, 1981
	Mary Charlotte	DC	Dec. 21, 1991
	Lisette	DC	Apr. 21, 1993
	Alice	DC	Mar. 19, 1994
	Baby girl	DC	Sept 26, 1996
NOAH,	Toby	EV	
21) KATSHINAK,	Philomen	EV	
	William	EV	
RICH,	Raphael	EV	
TOMA,	Alberta	EV	
	Nathan	DC	Jul. 20, 1994
	Candice	DC	May 03, 1996
ANTOAN,	Pennie	DC	Jun. 12, 1989
PASTTWET,	Kevin	EV	

22) MISTENAPEO,	Edward	EV	
	Mary G	EV	
	William	EV	
PIWAS,	Bruce	EV	
RICH,	Stephanie Ann	DC	Nov. 07, 1983
ASTA,	Ann Philomen	DC	Sep. 02, 1990
JACOBISH,	Roderick	DC	Aug. 08, 1989
MISTENAPEO,	Nora	EV	
	Timothy	DC	Apr. 17, 1993
	Mary Adolu	EV	
NUNA,	Raymond	EV	
23) MISTENAPEO,	Eric	EV	
JACOBISH,	Germaine	EV	
	Amy	DC	Sep. 26, 1990
	Ketora	DC	Jan. 24, 1992
	Mary Jane	DC	Mar. 11, 1994
RICH,	Sarah	EV	
	Joseph	DC	Jun. 02, 1981
	Lucy Ann	DC	Jun. 20, 1982
	Dorothy	DC	Nov. 19, 1984
	Beverly	DC	Dec. 12, 1986
24) MISTENAPEO,	Jessie	EV	
	Sam	EV	
	Jason	DC	Mar. 08, 1983
	Ricky	DC	Jul. 20, 1985
	Leroy	DC	Feb. 12, 1990
	Thomas	DC	Aug. 02, 1984
	Louis	DC	Oct. 22, 1992
	Ann Stella	DC	Aug. 05, 1996
25) MISTENAPEO,	Maruk	EV	
	Henry	EV	
	Simon	DC	Apr. 11, 1982
KATSHINAK,	Jeanine	EV	
	Phillis	DC	Dec. 20, 1990
26) NOAH,	Alice	EV	
	Thomas	EV	
TOMA,	Christina	DC	Feb. 16, 1981
NOAH,	David	EV	
RICH,	Brenda	EV	
	Cassandra	DC	April 22, 1991
	Audrey	DC	Jan. 12, 1995
27) NOAH,	Simon	EV	
	Mary Ann	EV	
	Jason	EV	
	Lieve	EV	

28) NUI,	Bernadette	EV	
	Daryle	DC	June 25, 1981
	John David	DC	April 28, 1987
	Daniel	DC	Oct 8, 1992
	Manan	DC	Nov 22, 1993
29) NUL	Jim	EV	
	Clarence	EV	
	Mary Anne	EV	
	Joachim (jr)	EV	
ABEL,	Suzie	NV	
	Jaimie	DC	Jan 1, 1993
30) NUI,	Joachim	EV	
	Mary Jane	EV	
	Foundmaker	DC	March 12, 1993
NOAH,	Peter	DC	Sept 13, 1990
31) NUI,	Mark	EV	
32) PASTEEN,	Peter	EV	
	Angela	EV	
	Steve	DC	Sept 9, 1993
	Peter (jr)	DC	March 17, 1985
	Mark	DC	Dec 17, 1986
TSHAKAPESH,	Jodie	EV	
	Jeremy	DC	Oct 3, 1991
	Daby	DC	Sept 28, 1996
PASTIWET,	Henry	EV	
33) PASTEEN,	Charles	EV	
	Katie	EV	
	Richard	DC	March 21, 1985
	Christopher	DC	Feb 3, 1986
	Josie	DC	Jan 7, 1984
	Allison	DC	Aug 21, 1990
	Wayne	DC	July 3, 1987
RICH	Karen Frieda	DC	
34) PASTEEN,	James	EV	
	Theresa	EV	
	Jimmy	EV	
	Jeanine	EV	
	Brandon	DC	April 11, 1991
	Adeline	DC	February 17, 1994
	Charles J	EV	
35) PASTIWET,	Etienne	EV	
MICHEL	Mary Lou	NV	
	Baby	DC	

36) PIWAS,	Francis	EV	
	Lucy	EV	
	Tommy	EV	
	Jack	EV	
PENUNSI,	Jerome	DC	June 13, 1988
PASTEEN,	Thea	EV	
	Kathy	DC	Dec 17, 1991
	Sharon	DC	Aug 31, 1993
	Zelda	DC	March 24, 1990
	Phirabeth	EV	
	Janet	DC	Feb 25, 1993
	Laura	DC	June 22, 1994
37) PIWAS,	Philip	EV	
PENUNSI,	Monique	EV	
	Darren	DC	Jan 15, 1986
38) PIWAS,	Bob	EV	
	Justin	EV	
	Edward	DC	March 16, 1989
	Beverly	DC	Oct 19, 1987
	Marina	DC	Jan 13, 1991
39) PIWAS,	Martha	EV	
	Vernan	EV	
	Sonya	DC	Dec 4, 1985
	Nashit	DC	Dec 7, 1991
	Ninitshitan	DC	April 20, 1990
	Tosh	DC	June 16, 1993
	Shikau	DC	April 20, 1988
	Kucakapon	DC	Dec 25, 1994
40) PIWAS,	Edward	EV	
	Agathe	EV	
	Marcus	EV	
	Michael	EV	
	Danie	EV	
	Robin James	DC	May 25, 1983
	Agathe Kotahcsh	DC	Sept. 25, 1985
	John	DC	Mar 19, 1995
COLLINS,	Pauline	EV	
	Raymond	DC	Aug. 27, 1989
	Louie	DC	May 30, 1991
	Denise	DC	Apr. 06, 1996
41) PIWAS,	Sebastian	EV	
	Mary Theresa	EV	
	John (jr)	EV	
	Desmond	DC	Jun. 30, 1981
	Benjamin	DC	Jun. 28, 1982
	Snowdon	DC	Sept. 30, 1981
PENUNSI,	Albert	DC	May 13, 1992
TOMA,	Julianne	DC	Apr. 01, 1981

42) PTWAS.	Joseph	EV	
	Mathew	EV	
	Johnny	EV	
	Mary Adele	EV	
43) PTWAS. RICH.	Willy	EV	
	Loretta	EV	
	Randy	DC	October 5, 1990
44) PIJOGGEE,	Mary Angela	EV	
	Sam	NV	
	Juliana	EV	
	Ivy	DC	Sept 7, 1982
	Amos	DC	Sept 26, 1988
45) POKER,	Prote	EV	
	Christine	EV	
	Aaron	EV	
	Simone	DC	Dec 13, 1980
	Tommy	DC	Aug 24, 1988
	Timothy	DC	March 23, 1987
	Tony	DC	Jan 3, 1993
	Joyce	DC	Jan 1, 1991
RICH.	Mary M.	DC	Feb 19, 1980
	Scott	DC	March 20, 1984
46) POKER,	Catherine	EV	
	James	EV	
	Prote	DC	Nov 17, 1986
	Danina	EV	
	Thomas	EV	
	Susan	EV	
	Sean	DC	April 19, 1994
	George	DC	Jan 13, 1992
	Roxanne	DC	March 9, 1995
47) POKUE, NUT	Elizabeth	EV	
	Solima	DC	July 21, 1984
	Marcel	DC	March 13, 1989
	James	DC	June 2, 1991
	Rebecca	DC	Sept 15, 1992
	Sage Uapukin	DC	Oct 13, 1995
	David	EV	
NUT	John	EV	
RICH.	Martyn	EV	
	David	DC	June 26, 1995
48) POKUE,	Simon (DI)	EV	
	Marie	EV	
	Dorothy	DC	July 18, 1983
	Darren	DC	March 11, 1985
	Donna	DC	Feb 21, 1987
	Desiree	DC	June 20, 1993
	Damien	DC	August 27, 1990

49) RICH,	Andrew	EV	
	Rita	EV	
	Bernadette	DC	Sept 11, 1987
	Joey	DC	Jun. 21, 1989
	Sean	DC	Sept. 30, 1990
	Andrew (jr)	DC	Sept. 09, 1991
	Eagle	DC	Oct. 26, 1993
	Troy	DC	Aug. 07, 1994
50) RICH,	Cecile	EV	
	Agathe	EV	
	Lealie	EV	
	Aaron	DC	March 2, 1990
	Andrea	DC	
	Debbie	DC	Nov 12, 1980
	Lyla	DC	Feb 16, 1987
	Aldea	EV	
	Cheryl	DC	May 25, 1990
	Robert	DC	April 2, 1987
	Jessica	DC	Jan 6, 1992
PTWAS,	Andre	EV	
	Jeffrey	EV	
51) RICH,	Gregory	EV	
	Agathe	EV	
	Mary Jane	DC	
52) RICH,	Albert	EV	
	Mary A.	EV	
	Elaine	DC	May 13, 1984
	Justin	DC	Dec 16, 1988
	Victoria	DC	Nov 4, 1985
	Angela	DC	June 14, 1992
	Nancy	DC	February 28 1996
	April	DC	March 9, 1990
	Helca	EV	
ANDREW,	Jerry	DC	Sept 9, 1988
	Jerry	EV	
53) RICH,	Angela	EV	
	Leon	EV	
	Joyce	EV	
	Madeine	EV	
	Penote	EV	
	Emma	DC	June 25, 1984
	Karon	DC	April 13, 1981
	Dann	DC	Sept 22, 1991
	Jenna	DC	April 23 1993
	Starr	DC	August 5 1996
	Beralce	DC	Aug 23, 1981
	Evelyn	DC	May 30 1992

54) RICH.	Cajetan	EV	
	Justine	EV	
	Irene	EV	
	Lloyd	DC	June 30, 1981
	Charlene	DC	June 24, 1983
	Ruby	DC	Feb 12, 1987
	Leon	DC	April 13, 1986
	Ucuetimiskueu	DC	August 4, 1994
	Tshushuas	DC	February 13, 1996
	Anna	DC	January 25, 1985
55) RICH, THAKAPESH.	Ben	EV	
	Danina	EV	
	Dylan	DC	May 12, 1992
	Antoine	DC	July 28, 1993
56) RICH.	Charlotte	EV	
	Garfield	EV	
57) RICH.	Stella	EV	
	Cyndi	DC	Feb. 28, 1988
	Holly	DC	Dec. 16, 1989
	Brian	DC	Mar. 14, 1994
58) RICH.	Tuma	EV	
	Bernard	EV	
59) RICH.	Christine	EV	
	J. Raymond	EV	
	Charles Joseph	DC	Aug 31, 1984
	Charlie	DC	Jan 1, 1982
	John B.	DC	Oct 1, 1986
	Ben	DC	Dec 30, 1991
	Richard	DC	April 10, 1992
	Mary Agathe	EV	
	Mary Angela	DC	June 23, 1996
60) RICH.	Donald	EV	
	Jennifer	EV	
	Diane	DC	Jan 17, 1988
	Nicholas	DC	April 4, 1992
	Todd	DC	Sept 27, 1993
61) RICH.	Edward	EV	
	Mary Aldea	EV	
	Patricia	EV	
	Schastion	EV	
	Dolphina C.	DC	Oct. 17, 1984
	Irene Nympha	DC	May 06, 1983
	Mary Madeline	DC	Dec. 25, 1986
COLLINS,	Gordin (jr)	EV	
62) RICH.	Elizabeth	EV	

63) RICH,	George	EV	
	Penash	EV	
	Gilbert	DC	Jan 5, 1990
	Kenneth	DC	Feb 13, 1988
	Rachel	DC	June 29, 1991
	Linda	DC	May 10, 1982
JACOBISH,	Derek	EV	
64) RICH,	Henk	EV	
	Jacqueline	EV	
	William,	DC	Dec 23, 1982
	Louise	DC	May 11, 1989
	Gregory	DC	
	Steve	EV	
	Len	EV	
	Tony	DC	Feb 13, 1993
	Tatiana	DC	April 7, 1996
POKUE,	Pauline	NV	
ASHINI,	Caroline	NV	
	Wendy	DC	January 2, 1996
65) RICH,	Joseph Mark	EV	
	Rita	EV	
	Stephanie	DC	Sept 21, 1983
	Christopher	EV	
	Bradly	DC	March 13, 1994
	Marish	DC	Dec 24, 1988
	Melvin	DC	April 3, 1996
	Linda	EV	
	Brian	EV	
POKUE,	Brenda	DC	Sept 1, 1983
JACOBISH	Lisa	DC	March 2, 1982
66) RICH,	Judith	EV	
	Toon	EV	
	Romoo	DC	Sept 27, 1986
	Alexander	DC	April 29, 1988
	Katelyn	DC	April 3, 1989
67) RICH,	Katie	EV	
	Hilary	DC	Oct 6, 1985
	Nigel	DC	Sept 13, 1987
	Philip	DC	March 27, 1990
	Petapou	DC	Jan 7, 1993
DECKER,	Roland	NV	
68) RICH,	Luka	EV	
	Maggie	EV	
	Desmond	DC	Jan. 21, 1982
	Lorraine	DC	Apr. 14, 1983
	Jaka	DC	Mar. 14, 1986
	Mary Pia	DC	Apr. 28, 1993

69) RICH,	Madeline	EV	
	Eric	EV	
KATSHINAK,	Sammuel	DC	Mar.02,1981
	Barbara	EV	
	Wendy	DC	Jun. 26,1992
	Mathias	DC	May 21,1993
	Margaret	DC	Jun. 06,1994
70) RICH,	Mary Adele	EV	
	Thaddeus	EV	
	Mathew	DC	Aug 30 1986
	Ponas	DC	Nov 12 1983
71) RICH,	Mary Margaret	EV	
	Sara	EV	
	Nymphs	DC	Feb 21,1982
	Toon	DC	Sept 14 1983
	Darlens	DC	Sept 25,1984
	Pamela	DC	Nov 2,1987
PENUNSI,	Eugene	DC	Dec: 23,1989
72) RICH,	Patrick	EV	
	Suzanne	EV	
	Junlor	EV	
	Osbrici	EV	
	Emma	EV	
	Wally	EV	
	Etlens	EV	
	Christine	DC	July 12,1981
	Antonia	DC	Mar. 24,1983
	Joel Pess	DC	Feb. 22,1995
BENUEN,	Francis	RV	
PIWAS,	John M.	BV	
73) RICH,	Jerome	EV	
	Annie	EV	
	Annie Margaret	DC	June 4, 1981
	Edith	EV	
ANDREW,	Joseph	EV	
	Nacemie	EV	
	Benjamin	DC	Dec 3,1993
	John	DC	March 2,1989
	Kimberly	DC	September 12,1993
	Mary Charlene	DC	May 19,1990
	Ricky	DC	April 20,1986
	Samantha	DC	October 10,1987

74) RICH,	Monique	EV	
	Phillip	EV	
	Lisa	EV	
	Ray	EV	
	Rocky	EV	
	Nachelle	EV	
	Dawn Marie	EV	
	Anne Megan	DC	Nov 17, 1987
	Jordan	DC	Dec 4, 1992
	Sheila	EV	
	Debra	DC	June 7, 1993
PTWAS,	Paige	DC	March 8, 1995
	Bernadette	EV	
	Corey	DC	Sept 2, 1987
	Duane	DC	May 29, 1986
POKER,	Jenny	DC	April 6, 1983
	Richard	DC	Dec 28, 1981
75) RICH	Veronica	EV	
	Kenny	DC	Nov 8, 1991
	Sandra	DC	Jan 13, 1993
	Amber	DC	April 12, 1995
DECKER	Frankie	NV	
76) SAUNDERS,	Julianna	EV	
	Storm	EV	
PASTEEN,	Vancea	DC	June 15, 1990
77) SAUNDERS,	Harvey	NV	
78) TSHAKAPESH,	John B	EV	
PTWAS	Mary Anne	EV	
	Jennifer	DC	March 16, 1991
	Julie	DC	May 2, 1993
	Jeremiah	DC	March 15, 1994
79) TSHAKAPESH,	Simeon	EV	
	Ruby	EV	
	Vincent	DC	July 19, 1987
	Nicole	DC	March 27, 1992
80) TSHAKAPESH	Joachim	EV	
	Edith	EV	
	Eddie	EV	
	Vivian	EV	
	George	EV	
	Joyce	DC	May 8, 1985
	Mary Charlotte	DC	June 5, 1982
	Leon	EV	
RICH,	Theresa	EV	
	Dawn	DC	January 30, 1995
	Muskmin	DC	July 31, 1996

81) TOMA

POKUE

Johnny
Alexander
Anne Marie
Shannon
Mary Ann

EV
BV
EV
DC
NV

December 9, 1994

APPENDIX 3**Preliminary Cost
Estimate of Project
Elements**

ELEMENT	PRELIMINARY ESTIMATE
Airport	\$2,147,000
Wharf	\$4,390,000
Roads	\$7,379,000
Energy	\$3,955,000
Municipal Services	
Water	\$14,068,000
Sewage	\$6,545,000
Solid Waste	\$84,000
Housing	\$5,000,000
School	\$7,621,000
Band Council Office	\$994,000
Recreation Facilities	\$200,000
Nursing Station	\$2,210,000
Community Garage	\$1,394,000
Fire Hall	\$748,000
Police Station	\$1,240,000
Teacherages	\$1,100,000
Vehicles/Heavy Equip.	\$1,690,000
Post Office	\$25,000
Moving Expenses	\$85,000
Decommissioning	\$921,000
TOTAL	\$61,796,000.00
Construction Mgmt.	\$887,000.00
Fed/Prov. Tax	\$12,260,000.00
TOTAL RISK	\$7,190,750.00
GRAND TOTAL	\$82,133,750.00

APPENDIX 4

FEDERAL POLICY GUIDELINES AND STANDARDS
(DOCUMENTS PROVIDED TO MUSHUAU INNU)

TRANSPORT CANADA AERODROME STANDARDS & RECOMMENDED PRACTICES, March 1993	TP312E
WHARF FACILITY FEASIBILITY STUDY, PWGSC PROJECT NO. 639961, November 1994	
PROGRAM DIRECTIVES 20-1, CH. 6, CAPITAL FACILITIES AND COMMUNITY SERVICES, PD 6.12, Level of Service Standards, Roads & Bridges	
ROAD PRE-ENGINEERING AND DESIGN, August 1988 - DRAFT for Review	<u>DRM</u> 10-7/61 -- Guidelines only GM
ELECTRICAL POWER SUPPLY & DISTRIBUTION, December 1984	<u>DRM</u> 10-7/43
ENGINEERING & ARCHITECTURE MANUAL - Part 41 - Wastewater Collection Treatment & Disposal	10-7
PROGRAM DIRECTIVES 20-1, VOLUME 1, CH. 6, CAPITAL FACILITIES AND COMMUNITY SERVICES, PD 6.1, Level of Service Standards, Water and Sewage Systems	15 April 1993
SOLID WASTE COLLECTION & DISPOSAL, October 1986	<u>DRM</u> 10-7/42
SCHOOL PLANNING, DESIGN, AND CONSTRUCTION, October 1988 - DRAFT and Review	DRM 10-7/54
SCHOOL DESIGN - MECHANICAL SYSTEMS, May 1985	<u>DRM</u> 10-7/54.6 GM
BAND ADMINISTRATION BUILDING	Program Policy, August 1992
COMMUNITY HALLS & RECREATION FACILITIES, April 1990	Memo to RDG's (DIAND) (2 copies)
HEALTH CANADA DESIGN GUIDELINES - PART I SPACE & FURNISHINGS	01 May 1992

**HEALTH CANADA, MEDICAL
SERVICES BRANCH, DIRECTIVE
14/30 STAFF ACCOMMODATION
STANDARDS**

CAPITAL PROGRAM SERVICES
Annex A, September 1989

**PROGRAM DIRECTIVES 20-1,
VOLUME 1, CH. 6, CAPITAL
FACILITIES AND COMMUNITY
SERVICES, PD 6.6, Level of Service
Standards, Fire Halls**

05 February 1988

**PROGRAM DIRECTIVES 20-1,
VOLUME 1, CH. 6, CAPITAL
FACILITIES AND COMMUNITY
SERVICES, PD 6.5, Level of Service
Standards, Apparatus and Fire
Protection Equipment**

05 February 1988

COST ESTIMATING, March 1989

DRM 10-7/19

LIFE CYCLE COSTING, June 1985

TSD 4-6

**GEOTECHNICAL SURVEYS &
INVESTIGATIONS, November 1988**

10-7/30

**INDIAN ENVIRONMENTAL
PROTECTION MANUAL, 1992**

SCHEDULE "C"**PRELIMINARY COMMUNITY PLAN****1.0 PRELIMINARY COMMUNITY PLAN**

1.1 Annex A reproduces the preliminary community plan. It was developed by the Mushuau Innu Band Council and the Mushuau Innu Renewal Committee and was formalized and made public in *natuashish: little sango pond community concept*. Prepared for: Mushuau Innu Band Council and Mushuau Innu Renewal Committee. By: UMA GROUP. December 1994. Mushuau Innu and Canada hereby accept said preliminary community plan for the purposes of Article 5.0 and Schedule "B" of this Agreement.

1.2 Mushuau Innu and Canada recognize that the preliminary community plan referred to in Article 1.1 has been modified by deleting from it elements that will not be paid for by Canada.

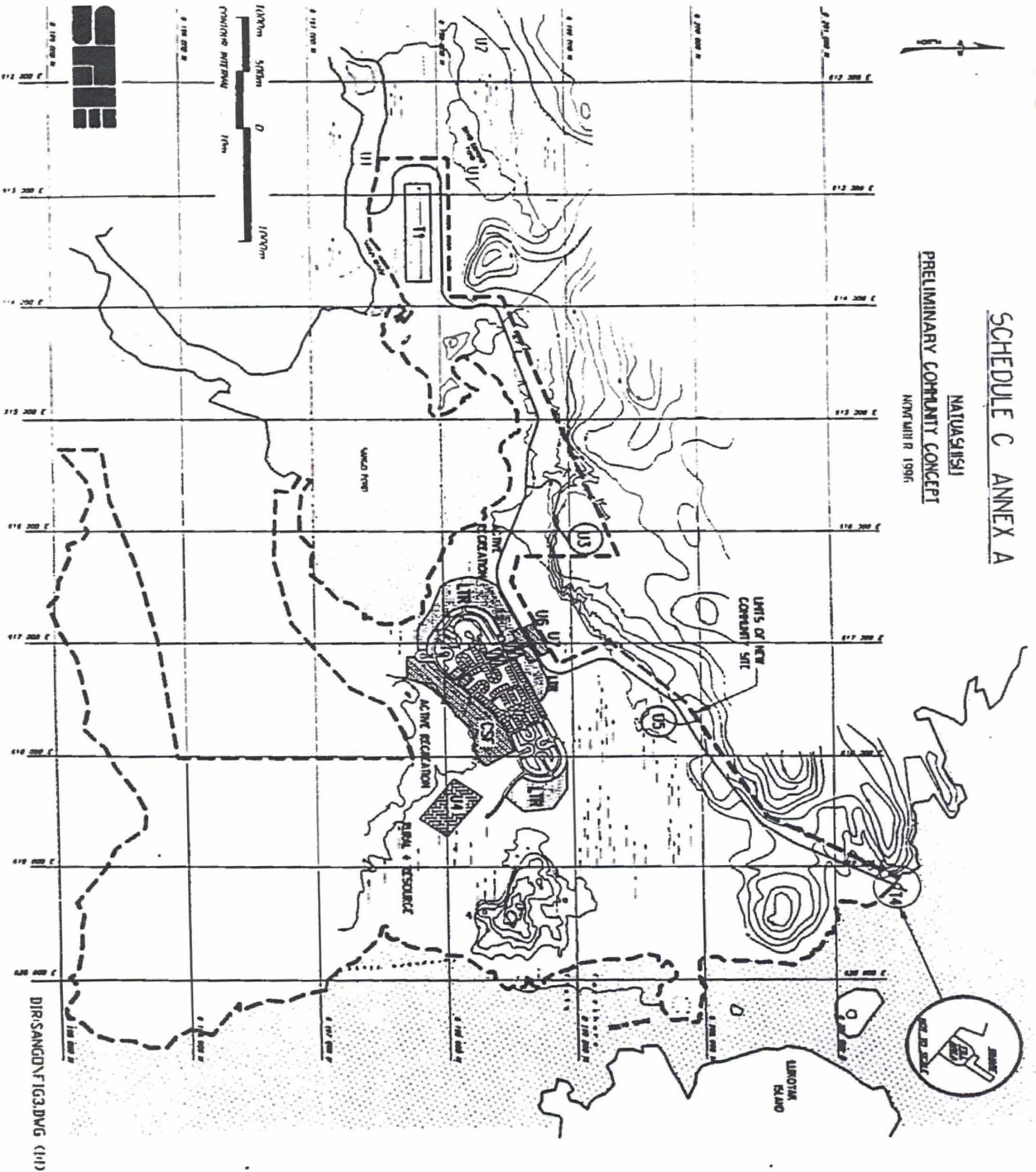
1.3 Mushuau Innu and Canada acknowledge that additional infrastructure, facilities, or fixtures may be provided at Natuashish if the required funds are obtained from sources other than as set out in Article 5.3 of this Agreement. In that case, the preliminary community plan appended hereto or the final community plan referred to in Article 5.2 of this Agreement, as the case may be, may be amended by Mushuau Innu without the consent of Canada to the extent required to incorporate such additional infrastructure, facilities, or fixtures. Such amendments shall not impose financial obligations on Canada without its concurrence. Mushuau Innu hereby undertakes to minimize the effects on the plan of incorporating additional infrastructure, facilities, or fixtures.

SCHEDULE C ANNEX A

NATUASHISI

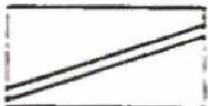
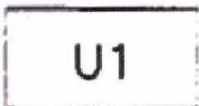
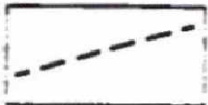
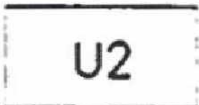
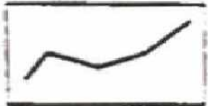
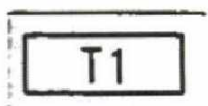
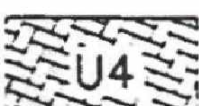
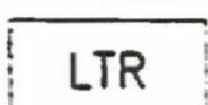
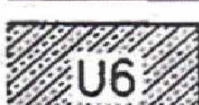
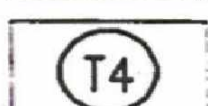
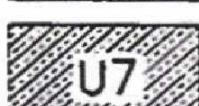
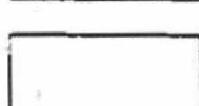
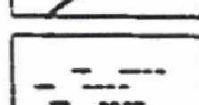
PRELIMINARY COMMUNITY CONCEPT

NOVEMBER 1996



NATUASHISH (LITTLE SANGO POND) PRELIMINARY COMMUNITY CONCEPT

LEGEND:

	MAIN + LOCAL ROADS		WATER SUPPLY
	COMMUNITY BOUNDARY (CONCEPT B)		WATER SUPPLY PROTECTION AREA
	LAND USE DESIGNATION BOUNDARY		RESERVOIR
	AIRPORT		SEWAGE TREATMENT
	HOUSING - SHORT/MEDIUM TERM PHASES (≤ 20 YEARS)		SANITARY LANDFILL
	HOUSING - LONG TERM PHASES (≥ 20 - 50 YEARS)		FUEL TANK
	WHARF		POWER PLANT
	COMMERCIAL		RURAL + RESOURCE
	COMMUNITY SERVICES + FACILITIES		SHORELINE
			MARSHLAND

NOVEMBER 1996

PREPARED FOR
MUSHUAU INNU BAND COUNCIL
MUSHUAU INNU RENEWAL COMMITTEE

SNI

SCHEDULE "D"

PROJECT MANAGEMENT AND FINANCIAL MANAGEMENT REGIMES

1.0 OBJECTS

1.1 The present Schedule establishes the minimum requirements that Canada and Mushuau Innu shall follow in order to ensure that:

- (a) the planning, design and construction of the Project are completed in a timely manner, within the budgets established from time to time therefor, and to the standards and design criteria specified in Schedule B;
- (b) the planning, design and construction of the Project are done according to an agreed timetable, and in a manner that ensures transparency and accountability in decision-making and in the use of public funds, value for money, and the respect of the technical terms as set out in this Schedule, Schedule "B".
- (c) the planning, design and construction of the Project are carried out under the control and direction of Mushuau Innu within the limits set by this Agreement.

2.0 AUTHORITY

2.1 Mushuau Innu shall ensure the planning, design and construction of Natuashish as a Vote 15 Project, under the *Annual Appropriations Act* within the framework of the Project Management and Financial Management Regimes established by and in accordance with the present Schedule.

2.2 Canada shall comply with applicable Treasury Board regulations and guidelines and Mushuau Innu shall act accordingly to permit Canada to meet its requirements.

3.0 PROJECT MANAGEMENT REGIME

3.1 Description

- (a) The Project Management Regime sets out a project delivery mechanism whereby a team of Mushuau Innu and non-Mushuau Innu managers, designers, and employees is assembled to deliver the Project within a specified budget and time frame and to standards and design criteria agreed to by Canada and Mushuau Innu, thereby ensuring value for money, financial control and accountability to Canada and Mushuau Innu, and the respect of the technical terms and conditions established by and in accordance with the present Schedule and with the Project Brief;
- (b) The Project Management Regime shall take into account as guidelines the principles and practices set forth in *A Guide to Construction Contracts* (The Canadian Construction Association, Revised October 1974), *Performance Standards for Project Management and Scale of Fees for Project Management Services* (The Canadian Construction Association, Ottawa, 1973), and ACEC Document 35 Project Management (Association of Consulting Engineers of Canada) and other guides to good construction and management practices endorsed by professional associations, with such adaptations as may be required to ensure the full participation of Mushuau Innu and to recognize the unique characteristics of the Project.

- 2 -

3.2 Accountability Structure

3.2.1 The accountability for the execution of the Project shall be as shown in the Accountability Structure attached hereto as Appendix 1.

3.2.2 Mushuau Innu will be responsible for the execution of the Project in conformity with this Agreement and to that end shall exercise direct control over the Project Manager.

3.2.3 Forthwith upon the Effective Date Mushuau Innu, in consultation with the Project Leader, shall retain in conformity with the provisions hereof the Project Manager or the Project Management Team (hereinafter "the Project Manager"), and shall thereafter retain such other expertise as may be required to achieve the Objects specified in Section 1.0 hereof and to carry out the tasks described in the Project Brief attached hereto as Appendix 2;

3.2.4 The appointment of the Project Leader shall be at the sole discretion of the Minister of Indian Affairs and Northern Development. The Project Leader shall be mandated with respect to Canada's interest in the Project and to this end he or she will have specific authorities to take all decisions relative to Canada's interest on all matters relating to the planning, design and construction of the Project.

3.2.5 The retaining of the Project Manager the Design Manager, and the Construction Manager shall be done through formal public calls for proposals that require, among other things: appropriate professional qualifications; recent extensive and successful aboriginal and northern experience; demonstrated organizational ability in a northern aboriginal context; recent prior success in managing small- and large-scale construction projects; and professional liability, comprehensive, or other insurance. The calls for proposals documents shall be developed jointly by Mushuau Innu and the Project Leader, and shall be subject to the approval of both. The criteria shall specify, among other things, that the Project Manager shall have at all times a site office and representation satisfactory to Mushuau Innu and the Project Leader at Davis Inlet and thereafter at the job site and that the Construction Manager shall reside at the job site.

3.2.6 The powers and duties of the Project Manager shall be defined jointly by Mushuau Innu and the Project Leader and shall form part of the Project Brief. Unless otherwise decided by Mushuau Innu and the Project Leader, they shall include the following, which shall at all times be exercised under the authority of Mushuau Innu and, where specified herein, under the further authority of the Project Leader;

(a) to develop and recommend to Mushuau Innu and to the Project Leader a detailed organizational, implementation, and administrative plan, defining roles and responsibilities, that respects the accountability structure set forth in Appendix 1. Upon its approval jointly by Mushuau Innu and the Project Leader, to oversee the implementation of said plan, the requirements of which will be more precisely detailed in the Project Brief;

(b) to review and update cost estimates and funding plans as required from time to time;

(c) to monitor the status of the Project with respect to, among other things, time, cost, quality and progress and, where appropriate, to recommend to Mushuau Innu and the Project Leader corrective actions and, upon their approval, to initiate corrective actions;

(d) to assist Mushuau Innu to negotiate deviations from approved costs;

- 3 -

(e) to report regularly on the status of the Project to Mushuau Innu and the Project Leader jointly and concurrently;

(f) to create, prepare, and keep up-to-date on a regular monthly basis financial and other Project records and to remit said records to Mushuau Innu such that it can comply with the requirements of the Financial Management Regime;

(g) to ensure that the standards and design criteria specified in this Agreement are used for the planning, design and construction of the Project.

3.2.7 Without limiting the generality of the foregoing, the Project Manager will manage the Design Manager and the Construction Manager and be responsible to Mushuau Innu for their performance. The Project Manager will be responsible for reviewing design documents to verify for compliance with applicable standards, for coordinating quality control reviews carried out by others, for informing Mushuau Innu with respect to selection of the most appropriate design alternatives, for issuing and administering tender calls, for obtaining required approvals from Mushuau Innu and the Project Leader for the awarding of contracts, and for coordinating the review of contractors' shop drawings during construction. Consistent with its overall responsibilities for the Project, the Project Manager will also manage such projects. With respect to set-asides established by Article 6.5 of this Agreement, as will be carried out by Mushuau Innu, the Project Manager will provide coordinating and advisory services.

3.2.8 The Project Manager shall perform all his duties under the control and direction of Mushuau Innu, which shall discharge its functions in a manner that respects the contractual and professional responsibility and liability of the Project Manager, the Design Manager and the Construction Manager.

3.2.9 The duties of the Design Manager and Construction Manager shall be described in, and shall form part, of the Project Brief.

3.2.10 The Design Manager and Construction Manager shall report to the Project Manager and, through him, to Mushuau Innu.

3.2.11 The Construction Manager shall have successful and extensive experience and up-to-date knowledge of construction management, with special reference to serving aboriginal clients and to isolated, northern environments, so as to be able to provide competent support to the Project Manager, and guidance, direction and coordination to consultants, contractors, and employees.

3.2.12 Acting always under the direction and authority of the Project Manager, the Construction Manager shall have primary responsibility for overseeing and coordinating all aspects of the construction and the general conditions of contracts including the set-asides established by Article 6.5 of this Agreement, as will be carried out by Mushuau Innu.

3.3 Execution of Project

3.3.1 The planning, design and construction of the Project shall be carried out under the control and direction of Mushuau Innu through the Project Manager and within the limits set by this Agreement.

3.3.2 The planning, design, and construction of the Project shall be performed by qualified contractors engaged through open public calls for tender, with the exception of the set-asides established by Article 6.5 of this Agreement.

- 4 -

3.4 Funding

3.4.1 The funds required to plan, design and construct the Project in conformity with this Agreement, where provided by Canada, shall be provided by means of Contribution Agreements with Mushuau Innu.

3.5 Project Brief

3.5.1 Forthwith upon the Effective Date, Mushuau Innu shall prepare a Project Brief substantially in conformity with the table of contents and format annexed as Appendix 2 to the present Schedule. The Project Brief is subject to the approval of the Project Leader, whereafter it constitutes the basis for defining the services required from the Project Manager, Design Manager and Construction Manager and for funding, executing, and monitoring the Project. The Project Brief will be the principal means by which Mushuau Innu exercises control over every facet of the Project.

3.5.2 Amendments to the Project Brief will require consultation with and the written consent of the Project Leader.

3.5.3 The Project Brief should be a concise document, developed only to the level of detail necessary for Mushuau Innu to exercise control over the Project, to measure the completed Project against the commitments in this Agreement, and to ensure compliance with the terms of this Agreement.

3.6 Social, Cultural and Economic Considerations

3.6.1 The rating criteria for assessing bids shall ensure that the planning, design and construction of the Project are carried out in a manner that:

- (a) ensures the full involvement of Mushuau Innu, including the Elders, in all decision-making;
- (b) respects the culture of the members of Mushuau Innu;
- (c) maximizes training, employment, and contracting opportunities for Mushuau Innu and its members;
- (d) is fully integrated with the other healing measures of Mushuau Innu, including those sponsored by Innu Nation;
- (e) is coordinated with the efforts of Innu and non-Innu agencies and individuals to establish an adequate and sustainable economic base for Mushuau Innu.

3.6.2 The Master Schedule and the approved budget for the Project shall take into account that the planning, design and construction of the Project shall be organized in a manner that minimizes disruptions to the culture and traditional economy of the members of Mushuau Innu and that permits said members to benefit from the employment and training offered by the Project without being obliged to compromise the practice of their traditional culture and economy.

3.6.3 The planning design and construction of the Project shall be organized in such a way as to ensure that members of Mushuau Innu receive training with the goals of maximizing their skills development, participation in every aspect of the Project, and their ability to operate, maintain and administer Nutuashish.

3.6.4 The criteria for evaluating bids shall be subject to the approval of Mushuau Innu and the Project Leader. They shall provide, among other things, for the maximization

- 5 -

of the employment and other benefits to Mushuau Innu or its members. The role of the Project Manager in the development of these criteria will be defined in the Project Brief.

4.0 FINANCIAL MANAGEMENT SCHEDULE

4.1 Mushuau Innu, in carrying out its overall responsibility for the administration of funds provided pursuant to this Agreement shall, in consultation with the Project Leader, ensure that the following requirements are satisfied in the overall financial management of the Project:

- 4.1.1** Mushuau Innu shall establish a separate bank account for funds received in connection with the Project. Requisitions for the release of funds, including the issuance of cheques, shall require prior authorization of a designated member of Mushuau Innu and the Project Manager;
- 4.1.2** All categories of officials who may be authorized to sign for expenditures will be listed in the Project Brief, and their delegation levels will be specified therein. Changes to this list will require the written approval of both Mushuau Innu and the Project Leader;
- 4.1.3** Funding shall be released in accordance with budgets and cash requirements prepared by Mushuau Innu, in consultation with the Project Manager, and approved by the Project Leader, which budgets shall reflect the actual progress of the Project to date and one month's projected cash flow requirement;
- 4.1.4** Financial and project progress reports will be signed by the responsible officials and will be provided to the Project Leader on a monthly basis;
- 4.1.5** Annual audited financial statements for the Project will be provided to the Project Leader within 90 days of the end of the fiscal year of Mushuau Innu;
- 4.1.6** Annual progress and performance reports signed by the responsible officials will be provided to the Project Leader within 90 days of the end of the fiscal year of Mushuau Innu;
- 4.1.7** A contract award and contract change order approval procedure requiring dual authorizations and indicating specific delegation levels for each category of official authorized to sign will be established and included in the Project Brief;
- 4.1.8** A specific cost overrun review and approval procedure requiring dual signatures of Mushuau Innu and Canada and indicating specific delegation levels for each category of official authorized to sign will be established and included in the Project Brief; and
- 4.1.9** All surplus funds provided under contribution agreements shall constitute a debt due to the Crown in Right of Canada.

APPENDIX "A"**DEFINITIONS**

In this Ratification Procedure,

"Ballot" means the instrument by which a voter casts her vote on the Ballot Question;

"Ballot Question" means the question upon which the voters cast their Ballots in the Ratification Vote, as set out in Appendix "I" to the Ratification Procedure;

"Council" means the Mushuau Innu Band Council;

"Department" means the Department of Indian Affairs and Northern Development;

"Director" means the Director of Lands and Trusts Services, of the Atlantic Region of the Department;

"Eligible Voter" means a member of Mushuau Innu who as of the first Voting Day:

(a) is either:

(i) an Innu person ordinarily resident in Davis Inlet as of the Ratification Vote; or

(ii) an Innu person who was ordinarily resident in Davis Inlet as of the date of the community referendum on June 8, 1993 but who moved from Davis Inlet after June 8, 1993;

(b) is 16 years of age or over;

(c) has not been found mentally incompetent or otherwise unable to manage his own affairs by a court of competent jurisdiction; and

(d) is listed on the Official Voters List prepared in accordance with the Ratification Procedure;

"Innu" means a Montagnais-Naskapi aboriginal person;

"Minister" means the Minister of Indian Affairs and Northern Development;

"Mushuau Innu Band Council" means the Band Council referred to in the Articles of Association of Mushuau Innuua dated June 23, 1983, entered into pursuant to the Companies Act, R.S.N., 1970, C. 54, which corporation was continued pursuant to the Corporations Act and which was continued as a corporation under the *Corporations Act*, R.S.N. 1990, C. C-36, and which amended its corporate name to Mushuau Innu by Certificate of Amendment dated June 27, 1995;

"Poll" means a place where Eligible Voters may present themselves to cast their votes;

"Ratification Officer" means a person appointed to oversee the conduct of the Ratification Vote;

"Ratification Vote" means the vote on the Ballot Question;

"Regional Director General" means the Regional Director General, Atlantic Region of the Department;

- 2 -

"Relocation Agreement" means the agreement to be signed between Canada, Newfoundland and Labrador and the Mushuau Innu, including all Schedules attached thereto, which sets out the terms for the relocation from Davis Inlet to Natuashish (Little Sango Pond) on the mainland of Labrador;

"Spoiled Ballot" means a Ballot:

- (a) which, in the opinion of the Ratification Officer, cannot be used to vote whether owing to a printing error or otherwise;
- (b) on which a voter has incorrectly or improperly marked her vote and which has been returned to a Ratification Officer by a voter because it was incorrectly or improperly marked; or
- (c) which has otherwise been marked "Spoiled Ballot" by a Ratification Officer pursuant to a provision of the Guidelines for Ratification of the Relocation Agreement as set out in Appendix "D" to the Ratification Procedure.

"Official Voters List" means the finalized list of Eligible Voters developed from the preliminary voters list in conformity with this Ratification Procedure;

"Voting Day" means any one of the four dates set for the Ratification Vote pursuant to this Ratification Procedure.

APPENDIX "B"**MUSHUAU INNU BAND COUNCIL RESOLUTION**

Pursuant to the consent of a majority of the Mushuau Innu Band Council at a duly convened meeting held on the _ day of October, 1996, the Mushuau Innu Band Council RESOLVES AS FOLLOWS:

1. BE IT RESOLVED THAT the Mushuau Innu Band Council does hereby recommend to the Eligible Voters the acceptance of the relocation agreement to be signed between Canada, Newfoundland and Labrador and Mushuau Innu, including all Schedules attached thereto, which sets out the terms for the relocation from Davis Inlet to Natuashish ("the Relocation Agreement"), which shall be substantially in conformity with the agreement attached to the Notice of Vote;
2. BE IT RESOLVED THAT the Mushuau Innu Band Council does hereby call a Ratification Vote to determine whether a majority of the Eligible Voters are in favour of the Mushuau Innu Band Council signing the Relocation Agreement on their behalf;
3. BE IT RESOLVED THAT the Mushuau Innu Band Council, by copy of this resolution to the Minister of Indian Affairs and Northern Development ("the Minister"), does hereby advise the Minister that the Ratification Vote be conducted by means of a secret Ballot, and requests that the Minister designate a Ratification Officer for the purpose of conducting the Ratification Vote.
4. BE IT RESOLVED THAT the Mushuau Innu Band Council does hereby appoint Mary Ann Nui and Virginia Collins as Ratification Officers.
5. BE IT RESOLVED THAT the Ratification Vote shall be held on the Voting Days provided for in the Notice of Vote, Appendix "E" to the Ratification Procedure, and, further, that the Mushuau Innu Band Council does hereby approve of the Ratification Procedure.
6. BE IT RESOLVED THAT the Mushuau Innu Band Council shall provide the Minister with an original, executed copy of this Resolution.

I, being _____, certify that the preceding is a true copy of the resolution adopted by the Mushuau Innu Band Council on the _ day of October, 1996.

Signed at Davis Inlet, Labrador, this _ day of October, 1996.

APPENDIX "C"

APPOINTMENT OF INTERPRETER

CANADA)
)
PROVINCE OF NEWFOUNDLAND AND LABRADOR)
)
)
TO WIT:)

I, _____, Ratification Officer, appoint
_____ to act as an interpreter for the purpose of providing
interpretation services to facilitate the performance of the duties of the Ratification Officers,
and to assist Eligible Voters at information meetings or at any Poll, where Eligible Voters
request interpretation services.

Ratification Officer

Date

I, _____, hereby agree to act as an interpreter for the purpose
of providing interpretation services to facilitate the performance of the duties of the
Ratification Officers, and to assist Eligible Voters at any information meeting or Poll where
Eligible Voters request interpretation services.

Interpreter

Date

Appendix 2

PROJECT BRIEF - SKELETON OUTLINE

For the purpose of this Agreement the following is attached as a model of what the Project Brief will ultimately contain. The Project Brief will be structured as outlined by the headings listed below and such other headings as may be agreed to by Mushuau Innu and the Project Leader.

The Project Brief will be completed after the Project Manager is engaged by Mushuau Innu.

The Terms of Reference for the Project Manager will be completed in detail prior to issuing the public call for proposals for the Project Manager.

1.0 General

1.1 Project Title:

1.2 Authority

1.3 Evolution, Stages & Phases:

- Planning Stage
- Project Definition Stage
- The Project Implementation Stage
- The Commissioning Stage
- The Project Evaluation Stage.

2.0 Introduction

2.1 Davis Inlet

2.2 Prior Studies

2.3 Future of Davis Inlet Site

3.0 Project Objectives and Project Parameters

3.1 Objectives

4.0 Project Scope

4.1 General

4.2 Mushuau Innu Requirements

5.0 Budget

5.1 General

5.2 Budget Limits

6.0 Schedule

7.0 Quality

- 2 -

8.0 Outline of Project Management Services Required**8.1 Project Manager**

- *During the Planning phase :*
- *During the Definition Phase:*
- *At the conceptual (preliminary) Design Phase:*
- *At the Working Documents Phase:*
- *At the Tender and Award Phase:*
- *During construction:*
- *Management and Control:*
- *In monitoring and controlling the Project*
- *In commissioning the Project*

8.2 Construction Management

- *During the Planning phase :*
- *During the Definition Phase:*
- *At the conceptual (preliminary) Design Phase:*
- *At the Working Documents Phase:*
- *At the Tender and Award Phase:*
- *During construction:*
- *Management and Control:*
- *In monitoring and controlling the Project*
- *In commissioning the Project*

8.3 Design Management

- *During the Planning phase :*
- *During the Definition Phase:*
- *At the conceptual (preliminary) Design Phase:*
- *At the Working Documents Phase:*
- *At the Tender and Award Phase:*
- *During construction:*
- *Management and Control:*
- *In monitoring and controlling the Project*
- *In commissioning the Project*

8.4 Other

- *During the Planning phase :*
- *During the Definition Phase:*
- *At the conceptual (preliminary) Design Phase:*
- *At the Working Documents Phase:*
- *At the Tender and Award Phase:*
- *During construction:*
- *Management and Control:*
- *In monitoring and controlling the Project*
- *In commissioning the Project*

9.0 Project Responsibilities**9.1 Project Authorities****9.1.1 Lead Authority****9.1.2 Innu responsibilities**

- 3 -

9.1.3 DIAND responsibilities

9.1.4 Decision making (INNU/DIAND/Project Manager)

9.1.5 Lines of communications

9.1.6 Approvals process

9.1.7 Change control authorities and procedure

9.1.8 Names and roles of key parties having authority over the project

9.1.9 Role of community organizations and DIAND sectors

9.1.10 External participants and other authorities

9.1.11 Provision of Funding by DIAND (methodology to be described)

9.1.12 Invoicing and Payment for Project Management Services

10.0 GENERAL REQUIREMENTS

10.1 Proposal Call for Project Manager

10.2 Construction Manager

10.3 Design Manager

10.4 Other

11.0 Evaluation Criteria

SCHEDULE "E"**FUTURE OF THE DAVIS INLET SITE**

- 1.0** The Parties agree to work in consultation to develop a plan regarding the future of the Davis Inlet site (the "Plan").
- 2.0** The Plan shall adhere to the following principles.
- 2.1.** The Plan shall give first priority to relocating infrastructure, facilities and fixtures located at the Davis Inlet site that are to standards equivalent to those established for infrastructure, facilities and fixtures in Natuashish, where it is cost effective to do so.
- 2.1.1** The costs of relocating infrastructure, facilities, and fixtures to Natuashish shall be borne by Canada.
- 2.2** The Plan shall give second priority to the social, cultural and economic development aspirations of the Mushuau Innu people. In the event that infrastructure, facilities or fixtures at the Davis Inlet site are not to be relocated or decommissioned but are maintained for the purposes of social, cultural or economic development, Canada and Newfoundland and Labrador shall not be liable nor obliged to be financially responsible for their restoration, renovation, operations, maintenance and environmental remediation.
- 2.3** The Plan shall be subject to environmental assessment to the extent required by and in accordance with any applicable legislation.
- 2.4** The Davis Inlet site, including adjacent areas used for such purposes as garbage disposal and adjacent marine or freshwater areas that have been affected by the occupation of the Davis Inlet site, shall be restored in accordance with the requirements of applicable legislation. Subject to Article 13.4 of this Agreement, the principle of polluter pays will be applied to decommissioning at the Davis Inlet site.
- 3.0** Contracts for the decommissioning of infrastructure, facilities or fixtures at the Davis Inlet site shall be awarded in conformity with the procedures established in Schedule "D", including the criteria to be established pursuant to Article 3.6.4 of Schedule "D".
- 4.0** The Parties undertake to ascertain any chattel, mortgage or other property interests of any person at the Davis Inlet site and shall respect such bona fide property interests.

SCHEDULE "F"
MUSHUAU INNU
RATIFICATION PROCEDURE

1.0 DEFINITIONS AND GENERAL INTERPRETATION

1.1 In this Ratification Procedure, capitalized words shall have the meanings set out in Appendix "A".

1.2 In this Schedule, the singular includes the plural, the masculine includes the feminine, and vice versa, except where the context indicates otherwise.

1.3 Where there is a reference to a number of days between an event and a Voting Day or the day when the Ballots are tabulated, the number of days shall in all cases be counted to include the day on which the event is to occur but excluding that Voting Day or the day when the Ballots are tabulated.

1.4 The Appendices referred to in the Ratification Procedure form part of the Procedure.

2. GENERAL

2.1 The Relocation Agreement shall be submitted to Mushuau Innu for ratification as set out in this Schedule.

2.2 Mushuau Innu shall be considered to have ratified the Relocation Agreement where no less than 50 percent plus one of the Eligible Voters vote "Yes" to the Ballot Question, whereupon the Council shall sign the Relocation Agreement.

3.0 PRELIMINARY MATTERS

3.1 The Council shall pass a resolution in the form attached as Appendix "B", to be provided to the Minister at least 10 days before the first Voting Day.

3.2 A Ratification Committee shall be established with responsibility to conduct the Ratification Vote. The Ratification Committee shall consist of three individuals who will be appointed as Ratification Officers. The Minister or his delegate shall appoint one Ratification Officer, and the Council shall appoint two Ratification Officers.

3.3 The Government of Newfoundland and Labrador shall be entitled to appoint an observer who will not be a member of the Ratification Committee, but who shall be entitled to be present during the preparations for and the conduct of the Ratification Vote, including during any information meeting or other information sessions that may be held regarding the Relocation Agreement.

3.4 The Ratification Committee may appoint such assistants as the Ratification Officers may require from time to time to assist them in carrying out their duties.

3.5 Any Eligible Voter on the Ratification Committee may vote.

3.6 The Ratification Committee shall prepare a budget for its operations and the Ratification Vote, subject to review and approval by the Minister or his delegate. The approved budget shall be a charge on the Government of Canada.

3.7 The Ratification Committee shall hire interpreters as required. For each interpreter hired, a Ratification Officer shall execute the "Appointment of Interpreter" in the form attached as Appendix "C".

3.8 Decisions of the Ratification Committee shall require unanimity.

- 2 -

3.9 The Ratification Committee shall prepare a preliminary voters list including:

- (a) the names of Eligible Voters in English and in innu aimun; and
- (b) the names of any Eligible Voters whose whereabouts are unknown.

3.10 The Ratification Committee shall ensure that a sufficient number of copies of the Relocation Agreement in English, including Schedules, are available for distribution and for persons requesting copies, as set out herein. The Ratification Committee shall distribute one copy of the Relocation Agreement in English, including Schedules, and, in the event an English popular summary is prepared, one copy of the English popular summary, to each residence in Davis Inlet. Additional copies of the Relocation Agreement in English, including Schedules, and of the English popular summary, if prepared, shall be supplied upon request.

3.11 The Ratification Committee shall ensure that a popular summary of the Relocation Agreement is prepared in innu aimun, copies of which shall be made available as set out in Article 3.10.

4.0 DUTIES OF RATIFICATION OFFICERS

4.1 The Ratification Officers shall have the duties set out in this Ratification Procedure and shall perform such other duties as are necessary or incidental to the conduct of the Ratification Vote. The Ratification Officers may delegate to one or more assistants any duties as they determine appropriate or necessary, except where provided otherwise.

4.2 Subject to Article 14.0, the Ratification Officers shall act in accordance with the Guidelines for Ratification of the Relocation Agreement attached as Appendix "D" to this Ratification Procedure.

5.0 NOTICE OF VOTE

5.1 The Ratification Officers:

- (a) shall, at least 10 days prior to the first Voting Day, post a copy of the Notice of Vote in English and in innu aimun in the form set out in Appendix "E" in a prominent location at the office of the Council; and
- (b) shall, at least 10 days prior to the first Voting Day, inform the occupants of the camps at Notakuan Lake (coordinates 55.38 Lat., 63.15 Long.) and at Kakukutapinat Lake (coordinates 55.40 Lat. and 63.10 Long.), by radio broadcast, in both English and innu aimun, of the information contained in the Notice of Vote; and
- (c) the Ratification Officers may post a copy of the Notice of Vote in such other places as they determine appropriate to provide maximum exposure to Eligible Voters regarding the Ratification Vote.

5.2 In the event of any discrepancies between the Notice of Vote set out in Appendix "E" or the radio broadcast made pursuant to Article 5.01 (b), and this Ratification Procedure, this Ratification Procedure shall govern.

6.0 REPORT ON INFORMED CONSENT PROCESS

6.1 The Ratification Committee shall prepare a brief written report summarizing the implementation of the Informed Consent Process referred to in Article 13.0 of the Relocation Agreement. This report shall be provided to the Council and to the Director no more than 14 days after the final Voting Day.

- 3 -

6.2 The Ratification Committee shall ensure that the provisions of Appendix "D" regarding the information meeting provided for in the Informed Consent Process are complied with.

7.0 PREPARATION OF THE OFFICIAL VOTERS LIST

7.1 The Ratification Officers:

- (a) shall post the preliminary voters list referred to in Article 3.09 at the office of the Council;
- (b) shall advise the camps at Notakuan Lake and at Kakukutapinat Lake of the persons in those camps whose names appear on the preliminary voters list, by radio broadcast;
- (c) may also post the preliminary voters list in other places as they deem appropriate.

7.2 The Ratification Officers shall add to the preliminary voters list any other persons who apply to have their names added to the list, if the Ratification Officers decide they are Eligible Voters. Additions to and deletions from the list may be made up to but not including the first Voting Day.

7.3 Any person may apply to a Ratification Officer up to but not including the first Voting Day to have the preliminary voters list revised if such person believes that:

- (a) the name of an Eligible Voter has been omitted; or
- (b) the name of an Eligible Voter is incorrectly set out or should not be included.

7.4 Where the Ratification Officers decide that a revision is necessary to the preliminary voters list, they shall make the revision and such revision shall be final. This decision-making power shall not be delegated. When all revisions are completed, the list shall be the Official Voters List.

7.5 The Official Voters List shall include the names in English and in innu aimun of all Eligible Voters and shall be sent to the Minister together with the Statement of Ratification Vote Results referred to in Article 13.02.

7.6 All persons who are on the Official Voters List shall be entitled to vote.

8.0 BALLOTS

8.1 The Ratification Officers shall ensure that there are a sufficient number of Ballots available. Each Ballot shall be in both innu aimun and in English.

9.0 MAIL-IN BALLOTS

9.1 An Eligible Voter shall be entitled to vote by mail if:

- (a) he is not currently living in Davis Inlet, and the Ratification Officers have a mailing address for him; or

- 4 -

(b) he requests a mail-in ballot package from a Ratification Officer before the first Voting Day because he will be unable to vote in Davis Inlet on the Voting Day scheduled for Davis Inlet.

9.2 Subject to Articles 9.03 and 9.04, at least 10 days prior to the first Voting Day, the Ratification Officers shall send a mail-in ballot package, by registered mail with a request for confirmation of receipt, or by such other means such as by courier or messenger so as to ensure delivery, to each Eligible Voter not currently living in Davis Inlet for whom they have a mailing address.

9.3 Subject to Article 9.04, if, at any time within 10 days of the first Voting Day and prior to the first Voting Day, a Ratification Officer becomes aware of a mailing address where an Eligible Voter who is not currently living in Davis Inlet can be reached, the Ratification Officer shall send or deliver a mail-in ballot package to that address as soon as possible thereafter.

9.4 The Ratification Officers shall not be required to send or deliver mail-in ballot packages to any camps.

9.5 Even though an Eligible Voter has received a mail-in ballot package, he may instead vote in person on a Voting Day.

9.6 The Ratification Vote shall be held notwithstanding and may not be impugned on the grounds that:

(a) a mail-in ballot package sent or delivered in accordance with Article 9.02 or Article 9.03 was not received;

(b) confirmation of receipt of a mail-in ballot package was not received;

(c) no Ballot was received from an Eligible Voter who was provided with a mail-in ballot package, or such a Ballot is received after the Ballots are counted in accordance with Article 13.0; or

(d) an Eligible Voter whose whereabouts were unknown to the Ratification Officers did not receive a mail-in ballot package.

10.0 VOTING DAYS

10.1 (a) The Ratification Vote shall be conducted over two Voting Days in the locations identified in sub-sections 10.01(b) (i)-(ii).

(b) The Ratification Vote shall be conducted in the following locations, and, weather permitting, shall be conducted on consecutive days:

(i) On the first Voting Day, in Davis Inlet;

(ii) On the second Voting Day, in either or both of the camps at Notakuan Lake and at Kakukutapinat Lake.

10.2 The Ratification Officers shall ensure that the Eligible Voters at the camps at Notakuan Lake and at Kakukutapinat Lake are provided with sufficient advance notice of which camp or camps the Ratification Vote will be held at, in order to provide the Eligible Voters in both camps with an opportunity to vote.

- 5 -

10.3 If the weather does not permit the Ratification Vote to be conducted on consecutive days at each of the Polls, the Voting Days shall be as close together as possible, and Eligible Voters at these polls shall be provided with adequate notice of the rescheduled dates and times.

10.4 The ballot boxes used for each of the Voting Days shall not be opened until the commencement of the tabulation of the Ballots in Davis Inlet provided for in Article 13.01.

11.0 VOTING PROCESS

11.1 The vote shall be by secret ballot.

11.2 On the first Voting Day in Davis Inlet, the Ratification Officers shall

(a) between 8:00 a.m. and 3:00 p.m., proceed to as many houses or other buildings as reasonably possible in that time period at which they believe Eligible Voters may be present, for the purpose of providing Eligible Voters with the opportunity to cast their Ballots. At least two Ratification Officers and an interpreter shall be present for the casting of any Ballot at such house or other building; and

(b) between 4:00 p.m. and 8:00 p.m., provide a further opportunity for Eligible Voters in Davis Inlet who have not already done so to cast their Ballots at the location specified in the Notice of Vote.

11.3 On the second Voting Day in either or both of the camps at Notakuan Lake and at Kakukutapinat Lake, the Ratification Officers shall conduct the Ratification Vote between 11:00 a.m. and 1:00 p.m., at such location or locations in the camps as necessary to provide an opportunity for each Eligible Voter who is in either of the said camps to cast her ballot.

12.0 ORDERLY VOTING

12.1 No person shall, on any Voting Day, interfere or attempt to interfere with an Eligible Voter when she is marking her Ballot; or obtain, or attempt to obtain, information as to how an Eligible Voter is about to vote.

13.0 COUNTING OF BALLOTS AND CERTIFICATION OF RESULTS

13.1 As soon as possible following the close of the Poll on the final Voting Day, the Ratification Officers shall return to Davis Inlet and, together with such assistants as they require, in the presence of at least two Eligible Voters, shall tabulate the Ballots.

13.2 The Ratification Officers shall then:

(a) together prepare a "Statement of Ratification Vote Results" in the form attached as Appendix "F";

(b) each prepare a "Declaration of Ratification Vote" and make oath in the form attached as Appendix "G";

(c) before noon of the day after completing the tabulation of the Ballots, deliver by hand or by facsimile transmission, a copy of the Statement of Ratification Vote Results to the Council and to the Director.

13.3 The Director shall retain the material provided to him by the Ratification Officers for 60 days, after which time, if no legal proceeding concerning the Ratification Vote

- 6 -

has been commenced, the Director shall return the material to the Ratification Officers appointed by the Council, who shall organize these documents and deliver them to the Council for safekeeping.

14.0 DEPARTURES FROM PROCEDURE

14.1 If circumstances arise which suggest discretion should be exercised in the implementation of this Ratification Procedure, the Ratification Committee may depart from the Procedure. However, such a departure shall not result in any substantive change from the Procedure.

14.2 In such case, the Ratification Officers shall together prepare a brief written report setting out the nature of the departure, and the reasons for the departure. This report shall be provided to the Council and to the Director within 10 days following the day when the Ballots are tabulated.

15.0 APPEALS AND SECOND VOTES

15.1 Any Eligible Voter who has reasonable grounds for believing that:

(a) there was a violation of this Ratification Procedure that may affect the results of the Ratification Vote; or

(b) there was corrupt practice in connection with the Ratification Vote;

may file an appeal by forwarding the appeal by registered mail or sending it by facsimile transmission to the Regional Director General at the following address:

Regional Director General (Atlantic Region)
Department of Indian Affairs and Northern Development
Box 160
Amherst, Nova Scotia
B4H 3Z3
(Fax: 902-661-6237)

15.2 The appeal shall include:

(a) notice of his appeal; and

(b) a sworn statement setting out the grounds for and particulars of the appeal.

15.3 The appeal must be received by the Regional Director General within 10 days following the day when the Ballots are tabulated in order for it to be considered.

15.4 The procedure for addressing the appeal is set out in Appendix "H" hereto.

15.5 In the event the Regional Director General allows an appeal and the Minister and the Council call a second Ratification Vote, subject to Article 15.06, such Ratification Vote shall be held in accordance with this Ratification Procedure unless the Minister and the Council otherwise agree.

15.6 In the event of a second Ratification Vote, appropriate modifications to reflect the fact that a first Ratification Vote was already conducted shall be made.

"APPENDIX D"
GUIDELINES
FOR RATIFICATION OF THE RELOCATION AGREEMENT

References in brackets are to the relevant section in the Ratification Procedure.

A. Radio broadcast of Notice of Vote (Article 5.01 (b))

1. The Ratification Officers shall prepare a text for the radio broadcast of the Notice of Vote, which text shall follow as closely as possible the text of the Notice of Vote set out in Appendix "E", with modifications as necessary to account for the following:

(a) that the full text of the Relocation Agreement and complete preliminary voters list may not be able to be broadcast;

(b) that the Informed Consent Process includes provisions which will make available to the occupants of the camps information regarding the contents of the Relocation Agreement; and

(c) that the relevant names on the preliminary voters list will be communicated by radio broadcast pursuant to Article 7.01(b).

B. Information meeting (Article 6.02)

1. At least two Ratification Officers, one of whom shall be the Ratification Officer appointed by the Minister or his delegate, and any interpreters required by the Ratification Committee, shall attend the information meeting required by the Informed Consent Process referred to in Article 13.0 of the Relocation Agreement.
2. The information meeting shall be chaired by the Chief or a councillor, who may delegate the role of chairperson to the President or another member of the Mushuau Innu Renewal Committee.
3. Each information meeting and each information session shall be open to the public, other than members of the non-Innu media.
4. The Ratification Officers shall:
 - (a) keep minutes of the information meeting, including questions asked and answers given;
 - (b) provide a copy of these minutes to the Council and to the Director no more than 14 days after the final Voting Day.

C. Additions to and deletions from the preliminary voters list (Article 7.02)

1. Any individual may, up to but not including the first Voting Day, request that a Ratification Officer add his name to the preliminary voters list if that individual can:
 - (a) produce adequate proof of identity, not necessarily in writing, to the satisfaction of the Ratification Officers;
 - (b) provide adequate proof of age, not necessarily in writing, to the satisfaction of the Ratification Officers; and
 - (c) provide any other evidence required to prove that the individual is an Eligible Voter.

- 2 -

2. Where a Ratification Officer removes the name of a person from the preliminary voters list, the Ratification Officer shall draw a line through that name and make a notation that such person's name has been removed.

D. Ballots (Article 8.0)

1. The Ballots shall:

- (a) be printed on paper of a quality, weight, and size determined and supplied by the Ratification Officers;
- (b) be of similar description, one to another;
- (c) contain the Ballot Question; and
- (d) contain a statement immediately beneath the Ballot Question instructing the Eligible Voter to mark the Ballot by placing a cross (an "X") in the box under the word "Yes" or "No".

E. Mail-in Ballots (Article 9.0)

1. The mail-in ballot package shall consist of:

- (a) a copy of the Notice of Vote (including attachments);
- (b) an explanation of the procedure for casting a Ballot by mail;
- (c) a Ballot, with the initials of at least one Ratification Officer affixed;
- (d) a Ballot envelope;
- (e) a declaration of voter for the purpose of confirming that the Eligible Voter cast her Ballot;
- (f) a pre-addressed return envelope with postage prepaid.

2. Subject to Article 9.04 of the Ratification Procedure, any Eligible Voter who ordinarily resides in Davis Inlet, but informs a Ratification Officer that he will be absent from Davis Inlet on the Voting Day when the Poll is open in this community, shall be entitled to request a mail-in-ballot package. Upon such request being made, a Ratification Officer shall:

- (a) deliver a mail-in ballot package by hand to the person and obtain a signed receipt therefor; or
- (b) provided the request is made before the first Voting Day, send by registered mail, with a request for confirmation of receipt, or by other means such as by courier or messenger, a mail-in ballot package to the person at the address of his choice;

3. A Ratification Officer shall record on the Official Voters List the name of each Eligible Voter to whom a mail-in ballot package is sent or delivered.

F. Voting in person and also mailing in a mail-in Ballot (Article 9.05)

1. If an Eligible Voter who has been sent or had delivered to her a mail-in ballot package votes in person and also mails in the mail-in Ballot, the mail-in Ballot shall be placed in the Ballot envelope sent with the mail-in-ballot package and the envelope shall be marked "Spoiled Ballot".

- 3 -

G. Voting procedures on Voting Days (Article 11.0)

1. These voting procedures shall be followed at each Poll.
2. A Ratification Officer shall, immediately before commencement of the Ratification Vote at each Poll:
 - (a) open the Ballot box and ask any person who may be present to witness that the Ballot box is empty;
 - (b) lock and properly seal the Ballot box;
 - (c) prepare a "Declaration of Ratification Officer" and make oath in the form attached as Attachment "A"; and
 - (d) ensure that a "Declaration of Witness" is prepared and that at least one of the persons confirming that the Ballot box was empty makes oath in the form attached as Attachment "B".
3. During the hours the Poll is open, a Ratification Officer shall ensure that a person presenting herself for the purpose of voting:
 - (a) is on the Official Voters List and has not previously voted;and, except as provided in sub-section G(4) below, shall thereafter:
 - (b) provide the Eligible Voter with a Ballot;
 - (c) affix her initials to the back of the Ballot in a manner so that when the Ballot is folded the initials can be seen without unfolding the Ballot;
 - (d) draw a line through the name of the Eligible Voter on the Official Voters List; and
 - (e) explain the method of voting to the Eligible Voter, if so requested.
4. If an Eligible Voter who was sent or had delivered to him a mail-in ballot package attends at a Poll and desires to vote in person, the Ratification Officer shall proceed as follows:
 - (a) ensure that such person:
 - (i) is not someone whose name was removed from the preliminary voters list after the mail-in ballot packages were sent out or delivered; and
 - (ii) has not previously voted;
 - (b) thereafter determine if such Eligible Voter has in his possession the Ballot which was sent or delivered to him in the mail-in ballot package;
 - (c) in the event the Eligible Voter does have such Ballot in his possession;
 - (i) satisfy herself that such Ballot is the Ballot provided to that voter and has not been marked in any way;
 - (ii) thereafter instruct the voter that he is to use the Ballot in his possession to cast his vote; or

- 4 -

(d) in the event:

- (i) the Eligible Voter does not have such Ballot in his possession; or
- (ii) the Eligible Voter does have such Ballot in his possession, but the provisions of sub-section G(4)(c)(i) are not satisfied, the mail-in Ballot shall be placed in the Ballot envelope sent with the mail-in ballot package and the envelope shall be marked "Spoiled Ballot",

then the Ratification Officer shall proceed in the manner set out in sub-section G(3).

5. A Ratification Officer shall ensure that the Eligible Voter has an opportunity to vote in secret.
6. A Ratification Officer shall, if requested by an Eligible Voter who is:
 - (a) not able to read;
 - (b) incapacitated by blindness or other physical cause; or
 - (c) requires interpretation services,
 assist that voter by marking his Ballot as directed by the voter, or request an interpreter to assist that voter by marking his Ballot as directed by that voter. Immediately thereafter, the Ballot shall be placed into the ballot box;
7. A Ratification Officer shall make an entry on the Official Voters List opposite the name of the Eligible Voter to indicate that the Ballot was marked by the Ratification Officer or the interpreter at the request of the voter.
8. Except as provided in sub-section G(6), every voter receiving a Ballot shall without undue delay:
 - (a) mark his Ballot;
 - (b) fold his Ballot so as to conceal his mark on the face of the paper and so as to expose the Ratification Officer's initials on the back of the Ballot; and
 - (c) give his folded Ballot to a Ratification Officer who, without unfolding it, shall deposit the Ballot into the ballot box after verifying her initials.
9. Notwithstanding the instructions to the Eligible Voter on the Ballot, a Ballot marked in any of the manners set out below shall be counted as being validly marked:
 - (a) a cross (an "X") in the box beneath the word "YES" or the word "NO";
 - (b) a check mark (a "✓") in the box beneath the word "YES" or the word "NO";
 - (c) a cross or a check mark immediately adjacent to the word "YES" or the word "NO" or one of the boxes beneath the words "YES" and "NO", provided the intent of the voter can clearly be inferred;

- 5 -

(d) the printed or written word "YES" in or near the box beneath the word "YES" or the printed or written word "NO" in or near the box beneath the word "NO", provided the intent of the voter can clearly be inferred; or

(e) circling or otherwise enclosing the word "YES" or the word "NO", provided the intent of the voter can clearly be inferred.

H. Spoiled Ballots or forfeited votes (Article 11.0)

1. An Eligible Voter who receives a Spoiled Ballot or who accidentally spoils his Ballot when marking it, shall, upon returning that Ballot to a Ratification Officer, be entitled to receive another Ballot.

2. An Eligible Voter who has received a Ballot and who:

(a) does not deliver his Ballot to a Ratification Officer; or

(b) refuses to vote,

shall forfeit his right to vote in the Ratification Vote, and a Ratification Officer shall make an entry on the Official Voters List opposite the name of that voter stating that the voter did not return his Ballot or refused to vote.

I. Closing of the Polls (Article 13.0)

1. At the time fixed for closing the Poll at each polling place, the Ratification Officers shall declare the Poll closed and thereafter no further Ballots shall be collected at that Poll. The ballot boxes used at the Poll in Davis Inlet shall be put in a place in Davis Inlet for safekeeping, until the tabulation of the Ballots begins.

2. Notwithstanding sub-section I(1), an Eligible Voter who is inside a Poll at the time fixed for closing the Poll and who has not cast his Ballot shall be entitled to vote before the Poll is closed.

J. Processing mail-in Ballots (Article 13.01)

1. As soon as possible following the return to Davis Inlet following the close of the Poll on the final Voting Day, the Ratification Officers shall notify the community in Davis Inlet using community media when the tabulation of the Ballots is to begin. The Ratification Officers shall then begin the tabulating of the Ballots by processing the mail-in Ballots in the following manner:

(a) open envelopes in which those voters who were sent mail-in ballot packages have returned their Ballots;

(b) without unfolding the Ballot or in any other way disclosing the manner in which such Ballot has been marked:

(i) ascertain by examination of the declaration of voter and the initials appearing on the Ballot that it appears to be the same Ballot that was mailed to the voter;

- 6 -

- (ii) examine the Official Voters List to determine if such voter:

(A) is someone whose name was removed from the preliminary voters list after the mail-in ballot packages were sent out or delivered as a result of a revision to the preliminary voters list under Article 7.0 of the Ratification Procedure; or

(B) voted in person at a Poll;

(c) in the event a Ratification Officer is satisfied the Ballot appears to be the same Ballot that was provided to the voter and the voter is not someone to whom sub-paragraphs (b)(ii)(A) or (B) applies:

- (i) deposit the Ballot in the ballot box;
- (ii) draw a line through the name on the Official Voters List to which the declaration of voter applies; and
- (iii) place the declaration of voter in a separate envelope; or

(d) in the event the Ratification Officer:

- (i) cannot determine that the Ballot is the same Ballot that was provided to the voter; or
- (ii) determines the voter is someone whose name was removed from the preliminary voters list after the mail-in ballot packages were sent out or delivered as a result of a revision to the preliminary voters list under Article 7.0 of the Ratification Procedure; or
- (iii) determines that the voter voted in person at a Poll, the mail-in Ballot shall be placed in the Ballot envelope sent with the mail-in-ballot package and the envelope shall be marked "Spoiled Ballot".

K. Tabulation of Voting Results (Article 13.01)

1. Immediately after the mail-in Ballots are processed in accordance with section J, the Ratification Officers, in the presence of at least two voters, shall tabulate the ballots in the following manner. They shall:

(a) examine all Ballots contained in the ballot boxes;

(b) reject all Ballots that:

- (i) have not been supplied by a Ratification Officer, or that do not bear a Ratification Officer's initials;
- (ii) have not been validly marked in any of the ways prescribed in sub-section G(9); or
- (iii) upon which there is any writing or mark by which a voter can be identified;

- 7 -

for and against the Question

ed Ballots

seal in separate envelope

ification Vote,

to

pe

to the sealed envelope and deliver

S

Officers are unable to arrange for a Magistrate or Justice of the Peace to be available when and as required by the Ratification Process. It is recommended that the process be completed not later than 3 days following the election.

ATTACHMENT "A"

DECLARATION OF RATIFICATION OFFICER

CANADA)
)
 PROVINCE OF NEWFOUNDLAND)
 AND LABRADOR)
)
 TO WIT:)

I, _____, Ratification Officer, of
 _____ in the Province of _____, DO
 SOLEMNLY DECLARE:

1. THAT I was personally present at _____ [location of Poll] on October _____, 1996, when Eligible Voters voted in a Ratification Vote concerning the proposed Relocation Agreement.
2. THAT immediately before the opening of the Poll at _____ [location of Poll] on October _____, 1996, I opened the ballot box to be used in connection with the Ratification Vote on that date.
3. THAT the said ballot box was seen by me to be empty and I called upon persons who were present to witness that the ballot box was empty.
4. THAT I then locked and properly sealed the ballot box.

AND I make this solemn declaration conscientiously and believing it to be true and knowing it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
 _____ of _____)
 in the Province of Newfoundland)
 _____)
 and Labrador, this _____ day)
 of _____, 1996.)
)

A Commissioner for Oaths in and for the
 Province of Newfoundland and Labrador.
 My Commission expires _____.

ATTACHMENT "B"
DECLARATION OF WITNESS

CANADA)
)
 PROVINCE OF NEWFOUNDLAND)
 AND LABRADOR)
)
 TO WIT:)

I, _____, being an Eligible Voter for the purposes of the Ratification Vote concerning the proposed Relocation Agreement, DO SOLEMNLY DECLARE:

1. THAT I was personally present at _____ [location of Poll] on October _____, 1996 when Eligible Voters voted in a Ratification Vote concerning the proposed Relocation Agreement and did witness, before the opening of the Poll, the opening of the ballot box to be used in connection with the Ratification Vote on October _____, 1996.
2. THAT the said ballot box was seen by me to be empty and the Ratification Officer called on me to verify that such was the case.

AND I make this solemn declaration conscientiously and believing it to be true and knowing it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
 _____ of _____)
 in the Province of Newfoundland)
 _____)
 and Labrador, this _____ day)
 of _____, 1996.)
)

A Commissioner for Oaths in and for the
 Province of Newfoundland and Labrador.
 My Commission expires _____.

APPENDIX "E"**NOTICE OF VOTE****NOTICE OF VOTE ON RELOCATION FROM DAVIS INLET TO NATUASHISH (LITTLE SANGO POND):**

TAKE NOTICE that a vote will be held for the purpose of determining if the members of Mushuau Innu who are Eligible Voters approve of moving to Natuashish (Little Sango Pond) under the terms of a proposed agreement between Mushuau Innu, Canada and Newfoundland and Labrador.

TAKE NOTICE that the Mushuau Innu Band Council can sign the Relocation Agreement only if 50 percent plus one of the Eligible Voters vote "Yes" to the Ballot Question.

Voting Locations and Times:

The vote will be held in several places, at the following dates and times.

ON Monday, OCTOBER 28, 1996, in DAVIS INLET, between 8:00 a.m. and 3:00 p.m., Ratification Officers will be collecting votes from door to door.

LATER THE SAME DAY, OCTOBER 28, 1996, in DAVIS INLET, between 4:00 and 8:00 p.m., those who have not yet voted can vote at the Council office.

ON Tuesday, OCTOBER 29, 1996, the vote will be held in either or both of the camps at NOTAKUAN LAKE and at KAKUKUTAPINAT LAKE, between 11:00 a.m. and 1:00 p.m. The Ratification Officers shall ensure that the Eligible Voters at the camps at Notakuan Lake and at Kakukutapinat Lake are provided with sufficient advance notice of which camp or camps the vote will be held at, in order to ensure that the Eligible Voters in both camps are provided with an opportunity to vote.

However, if the Ratification Officers cannot be at the camps on the above dates because of weather conditions, notice of the rescheduled date for the vote will be provided. The rescheduled date will be as soon as possible after the dates shown above.

WHAT WILL YOU BE VOTING ABOUT?

The Eligible Voters will be asked to vote "Yes" or "No" to the following question:

Do you direct the Mushuau Innu Band Council to sign on your behalf the proposed agreement between Mushuau Innu, Canada and Newfoundland and Labrador regarding the relocation from Davis Inlet to Natuashish?

INFORMATION ABOUT THE RELOCATION AGREEMENT**Copies of the Relocation Agreement**

A copy of the proposed Relocation Agreement is attached to this Notice of Vote and marked "A".

A COPY OF THE PROPOSED RELOCATION AGREEMENT IN ENGLISH, AND A POPULAR SUMMARY OF THE AGREEMENT IN INNU AIMUN AND IN ENGLISH WILL BE DELIVERED TO EACH RESIDENCE IN DAVIS INLET.

- 2 -

COPIES OF THE PROPOSED RELOCATION AGREEMENT AND POPULAR SUMMARIES OF THE AGREEMENT IN INNU AIMUN AND IN ENGLISH WILL ALSO BE MADE AVAILABLE AT THE INFORMATION SESSION SCHEDULED FOR GOOSE BAY.

ADDITIONAL COPIES OF THESE DOCUMENTS ARE AVAILABLE UPON REQUEST FROM THE RATIFICATION OFFICERS LISTED AT THE END OF THIS NOTICE.

Information Meetings and Information Sessions

An Information Meeting will be held in Davis Inlet on Monday and Tuesday, October 21 and 22, 1996. An information session is also currently scheduled to be held in Goose Bay on Wednesday, October 16, in the evening, at the Labrador Inn. A representative of the Mushuau Innu Band Council will be there to review the proposed Agreement and to answer questions.

As well, a representative of the Mushuau Innu Renewal Committee will be available to review the proposed Agreement and to answer questions. The Mushuau Innu Renewal Committee has worked for several years on developing the community plan for the new village proposed at Little Sango Pond.

Sketches of the proposed new village and community site can be seen at the Council office in Davis Inlet.

Independent legal counsel will be available in Davis Inlet. He can be reached through the Council office and will be able to meet with people and to take phone calls. He will be in Davis Inlet from approximately October 21, 1996 to October 25, 1996 to answer questions you may have about the meaning of the proposed Relocation Agreement. You will not have to pay the lawyer for talking or meeting with him about these matters.

IF YOU ANY QUESTIONS ABOUT THE PROPOSED RELOCATION AGREEMENT, CONTACT A MEMBER OF THE MUSHUAU INNU RENEWAL COMMITTEE LISTED AT THE END OF THIS NOTICE. IF YOU HAVE ANY QUESTIONS ABOUT THE VOTING PROCEDURE, CONTACT ONE OF THE RATIFICATION OFFICERS.

WHO CAN VOTE?

The Eligible Voters for the purposes of deciding upon whether to direct the signing of the Relocation Agreement are members of Mushuau Innu who, as of October 28, 1996:

(a) are either:

- (i) Innu persons ordinarily resident in Davis Inlet as of the Ratification Vote; or
- (ii) Innu persons who were ordinarily resident in Davis Inlet as of the date of the community referendum on June 8, 1993 but who moved from Davis Inlet after June 8, 1993;

(b) are or will be 16 years of age or older as of October 28, 1996;

(c) have not been found mentally incompetent by a court; and

(d) are listed on the Official Voters List.

- 3 -

Attached to this Notice of Vote and marked "B" is a preliminary voters list which has been prepared by the Ratification Officers. The preliminary list may not contain the names of all Eligible Voters.

Your name must be on the Official Voters List in order to vote, so please check the list. If your name does not appear on the attached list and you believe you are eligible to vote, contact a Ratification Officer as soon as possible, and request to have your name added to the list.

In order to have your name added to the Official Voters List, you must:

- produce adequate proof of identity, not necessarily in writing;
- provide adequate proof of your age, not necessarily in writing;
- provide any other evidence that the Ratification Officers may require to satisfy them that you are an Eligible Voter.

Any person may also apply to a Ratification Officer up to the end of the day on October 27, 1996 to have the preliminary voters list revised if he or she believes that:

- another Eligible Voter's name is missing from the preliminary voters list; or
- the name of an Eligible Voter is incorrectly set out or should not be included on the Official Voters List.

MAIL-IN BALLOTS

The Ratification Officers will send out or deliver mail-in ballot packages to Eligible Voters who do not currently live in Davis Inlet.

The Ratification Officers will also provide mail-in ballot packages to any Eligible Voters who cannot be available to vote in Davis Inlet or in the camps at Notakuan Lake and at Kakukutapinat Lake.

If you need to vote by mail because you cannot be available to vote at any of these locations, contact a Ratification Officer no later than Sunday, October 27, 1996.

RATIFICATION OFFICERS

The Ratification Officers are:

Mary Ann Nui	Phone: 709-478-8827 or 709-478-8908	Fax: 709-478-8916
Virginia Collins	Phone: 709-478-8827 or 709-478-8908	Fax: 709-478-8916
Brian Dorey	Phone: 709-478-8827 or 709-478-8908	Fax: 709-478-8916

MUSHUAU INNU RENEWAL COMMITTEE MEMBERS

The Mushuau Innu Renewal Committee members include:

Kashetan Rich, Chairperson	Joseph Mark Rich, Associate Project Manager
Gregory Rich	David Nui
Chief Katie Rich	William Katshinak
Philomena Katshinak	Joachim Nui
MaryJane Nui	James Pastene
Edward Piwas	Agathe Piwas
Philip Rich	Elizabeth Rich
Jim Nui	

- 4 -

ATTACHMENTS

"A" Relocation Agreement (including all Schedules)
"B" Preliminary Voters List

DATED at Davis Inlet, this day of October, 1996.

RATIFICATION OFFICER, Virginia Collins

RATIFICATION OFFICER, Mary Ann Nui

RATIFICATION OFFICER, Brian Dorey

APPENDIX "F"**STATEMENT OF RATIFICATION VOTE RESULTS**

We, the undersigned, severally state that Eligible Voters voted in a Ratification Vote concerning the proposed Relocation Agreement on October 28, and October *, 1996, and the results of this Ratification Vote were as follows:

Pursuant to the Ratification Procedure,

1. the names of ____ Eligible Voters appeared on the Official Voters List prepared by us, and the number of Eligible Voters who were entitled to cast a vote on the Ratification Vote was therefore ____;
2. _____ votes were cast in the Ratification Vote;
3. _____ Eligible Voters voted in favour of the Ballot Question;
4. _____ Eligible Voters voted against the Ballot Question;
5. _____ Ballots were rejected;
6. _____ Ballots were spoiled;

We state therefore that no less than 50 percent plus one of the Eligible Voters did (not) vote in the affirmative to the Ballot Question.

DATED at _____, in the Province of Newfoundland and Labrador this day of _____, 1996.

Ratification Officer

Ratification Officer

Ratification Officer

APPENDIX "G"

DECLARATION OF RATIFICATION VOTE

CANADA)
)
 PROVINCE OF NEWFOUNDLAND)
 AND LABRADOR)
)
 TO WIT:)

I, _____, Ratification Officer, of _____,
 in the Province of [_____], DO SOLEMNLY DECLARE:

1. THAT I was present at Davis Inlet on October __, 1996, and at the camp[s] at _____
 _____ [fill in names of camp or camps where vote was held] on October __, 1996, when
 Eligible Voters voted in a Ratification Vote concerning the proposed Relocation
 Agreement in accordance with the Ratification Procedure.
2. THAT a true copy of the Notice of Vote to the Eligible Voters to ratify the proposed
 Relocation Agreement is attached as Exhibit "1" to this my Declaration.
3. THAT I did cause the said Notice of Vote to be posted in accordance with the
 Ratification Procedure at least 10 days prior to the first Voting Day.
4. THAT I caused minutes of the information meeting referred to in the Ratification
 Procedure to be prepared;
5. THAT the voting procedure was conducted in accordance with the Ratification
 Procedure.
6. THAT the results of the Ratification Vote are set out in a true copy of the Statement of
 Ratification Vote Results attached as Exhibit "2" to this my Declaration.
7. THAT, in accordance with Article 2.02 of the Ratification Procedure, the Mushuau Innu
 Band Council was (not) directed by the Eligible Voters to sign the proposed Relocation
 Agreement.

AND I make this solemn declaration conscientiously and believing it to be true and knowing
 it is of the same force and effect as if made under oath and by virtue of the Canada Evidence
Act.

DECLARED BEFORE me at the _____)
 of _____, in the)
 Province of Newfoundland and Labrador)

this _____ day of _____, 1996.) - Ratification Officer
)
)

 A Commissioner for Oaths in and for the
 Province of Newfoundland and Labrador.
 My Commission expires _____.

APPENDIX "H"**PROCEDURE ON APPEAL OF THE RATIFICATION VOTE**

1. Where an appeal is filed, the Regional Director General shall not later than 2 days from the receipt thereof, send a copy of the appeal to the Ratification Officers by registered mail and facsimile transmission.
2. The Ratification Officers shall, not later than 5 days from the receipt of the appeal, forward to the Regional Director General by registered mail and facsimile transmission a written statement containing their response to the particulars of the appeal.
3. The Regional Director General may, if the material received is insufficient in his view to decide the validity of the grounds of the appeal, conduct any further investigations as he deems necessary, within 10 days of receipt of the response of the Ratification Officers referred to in section 2.
4. The Regional Director General may dispose of an appeal by:
 - (a) allowing it, in which case the Minister and the Council shall call another Ratification Vote; or
 - (b) dismissing it, where the Regional Director General is of the opinion that the grounds of the appeal:
 - (i) are not established; or
 - (ii) do not affect the results of the Ratification Vote.

APPENDIX "I"
BALLOT QUESTION

Do you direct the Mushuau Innu Band Council to sign on your behalf the proposed agreement between Mushuau Innu, Canada and Newfoundland and Labrador regarding the relocation from Davis Inlet to Natuashish?

YES

☐

NO

☐

Mark this Ballot by placing a Cross (an "X") in the box under the word "YES" or "NO".