

# NOTICE OF RATIFICATION VOTE

February 18, 2019

TO: THE MEMBERS OF BIG GRASSY FIRST NATION (the "First Nation")

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**TAKE NOTICE** that a Ratification Vote of the Voters of the First Nation pursuant to the Claim Settlement Voting Guidelines will be held on 27<sup>th</sup> day of March, 2019, to determine if the Voters of the First Nation who are 18 years of age or over determined on the date of the Ratification Vote approve and assent to the proposed settlement of the Big Grassy Highway 621 Compensation Specific Claim between Her Majesty the Queen in Right of Canada, and the First Nation summarized in this Notice and attached as Appendix "A" (the "Settlement Agreement").

The following question will be asked of the Voters of the First Nation by secret ballot, as set out in Schedule "3" to the Agreement:

As a Voter of the First Nation do you:

(a) **Agree** to all of the terms and conditions of the Highway 621 Compensation Specific Claim Settlement Agreement initialled by the negotiators for the First Nation and Canada, which settles the Claim as defined in the Settlement Agreement;

and

(b) **Authorize and direct** the Council of the First Nation to sign all documents and do everything necessary to give effect to the Big Grassy First Nation Highway 621 Compensation Specific Claim Settlement Agreement?

Information Meetings for purposes of the Vote will be held on 8<sup>th</sup> day of March, 2019, at the Big Grassy First Nation Community Hall, from 9:00 a.m. until 12:00 p.m., and on 12<sup>th</sup> day of March, 2019, in Thunder Bay, from 4:00 p.m. until 7:00 p.m., at the Valhalla Inn, and on the 13<sup>th</sup> day of March, 2019, in Fort Frances, from 4:00 p.m. until 7:00 p.m., at the La Place Rendezvous, and on the 14<sup>th</sup> day of March, 2019, in Kenora, from 4:00 p.m. until 7:00 p.m., at the Clarion Lakeside Inn.

An advance poll will take place on Wednesday, the 20<sup>th</sup>, day of March, 2019, from 9:00 a.m. until 8:00 p.m. at the Big Grassy First Nation Community Hall.

The Ratification Vote will take place on Wednesday, the 27<sup>th</sup> day of March, 2019, from 9:00 a.m. until 8:00 p.m. at the Big Grassy First Nation Community Hall.

Included with this Notice of Vote are copies of the Settlement Agreement (without the Voting Guidelines and forms), and such other information as Council determines.

**AND FURTHER TAKE NOTICE** that a list of Voters is posted with this Notice of Ratification Vote. Sections 5.2 and 5.3 of the Voting Guidelines provide:

5.2 A Member of the First Nation may apply to the Ratification Officer within ten days of posting of the list of Voters attached to the "Notice of Vote" to have the list of Voters revised if such Member believes that:

5.2.1 the name of a Voter has been omitted from the list of Voters; or

5.2.2 the name of a Voter is incorrectly set out or should not be included on the list of Voters.

5.3 A Member of the First Nation may, up to and including the Voting Day, apply to the Ratification Officer to have his or her name added to the list of Voters if that member can provide:

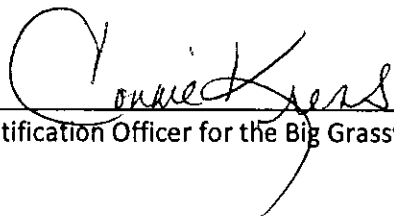
5.3.1 his or her current Certificate of Indian Status card; or

5.3.2 adequate proof of identification, age and Band Membership.


DATED at Fort Frances, in the Province of Ontario, this 18<sup>th</sup>, day of February, 2019.

An application for a change to the list of Voters or a request for a copy of these Voting Guidelines or forms should be made to the Ratification Officer at:

Connie Kress  
Ratification Officer  
P.O. Box 278  
Fort Frances, ON  
P9A 3M6  
PH: (807) 274-8531  
FAX: (807) 274-4330

  
Ratification Officer for the Big Grassy First Nation

**BIG GRASSY FIRST NATION  
HIGHWAY 621 COMPENSATION  
SPECIFIC CLAIM  
SETTLEMENT AGREEMENT**

D.T. 

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**BIG GRASSY FIRST NATION  
HIGHWAY 621 COMPENSATION SPECIFIC CLAIM  
SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT

BETWEEN:

**The Big Grassy First Nation, a "band" within the meaning of *the Indian Act*, as represented by its Council**

(hereinafter called the "First Nation")

AND:

**Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development**

(hereinafter called "Canada")

**PREAMBLE**

**WHEREAS:**

- A. In 1988, the First Nation submitted a specific Claim under Canada's Specific Claims Policy, alleging, among other things, that adequate Compensation was not paid for the taking of land for Highway 621, materials related to the construction of the highway and ancillary damages.
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- B. The Claim was accepted for negotiation in 1999 and all other matters save the highway Compensation referred to in A. above were settled.
- C. By Declaration of Claim dated October 25, 2011, and identified as SCT File No.: SCT-3002-11, the First Nation commenced Proceedings to recover the highway Compensation.
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- D. By agreement, the parties entered into negotiations monitored by the Specific Claims Tribunal to seek to resolve issues.
- E. Canada and the First Nation have negotiated terms of settlement as contained in this Settlement Agreement in order to achieve a full, fair and final settlement of the outstanding highway Compensation portion of the original Claim.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS SETTLEMENT AGREEMENT CANADA AND THE FIRST NATION AGREE AS FOLLOWS:

1.0 DEFINITIONS AND SCHEDULES

1.1 In this Settlement Agreement:

- (a) "Ballot Question" means the question asked of the Voters in a Ratification Vote, which is Schedule 3 of this Settlement Agreement.
- (b) "Band Council Resolution" means a written resolution of the Council adopted at a duly convened meeting.
- (c) "Band List" means a list of Persons that is maintained under sections 8 and 10 of the *Indian Act* by the First Nation.
- (d) "Canada" means Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development.
- (e) "Claim" means all matters, issues and allegations contained in the submissions of the First Nation under the Specific Claims Policy or in any Proceeding, arising or resulting from the same or substantially the same facts upon which the Highway 621 Compensation Specific Claim is based, and any liability, cause of action, suit, damage, loss or demand whatsoever, known or unknown, in law or equity or otherwise, related to or arising or resulting from the original construction of the highway commencing in 1929 and the re-alignment of the highway beginning in 1938, save and except for a demand that Canada return to Indian reserve status any lands expropriated from Reserve 35G for highway purposes prior to 1941, but not contained within the present limits of the lands expropriated for Highway 621.
- (f) "Compensation" means the amount agreed upon by the Parties as Compensation for the Claim as set out in Article 2.1.
- (g) "Compensation Balance" means the Compensation to be paid by Canada to the First Nation after deduction of the Negotiation Loan Funding as set out in Article 2.2.
- (h) "Council" means the Council of the First Nation, which is a "Council of the band" within the meaning of the *Indian Act*, and includes the Chief.
- (i) "Department" means the Department of Indian Affairs and Northern Development, as established pursuant to the *Department of Indian Affairs and Northern Development Act*, R.S.C., 1985, c. I-6.

- (j) **"Direction to Pay"** means the document by which the Council directs Canada to deposit the Compensation Balance in accordance with Article 2.0, substantially in the form attached to this Settlement Agreement as Schedule 10.
- (k) **"Effective Date"** means the date on which this Settlement Agreement is executed by Canada in accordance with Article 11.0.
- (l) **"Financial Institution"** means any bank or trust company that is authorized by law to accept deposits and which is supervised and regulated by the Superintendent of Financial Institutions as defined in the *Office of Superintendent of Financial Institutions Act*, R.S.C. 1985, c. I-8 (3<sup>rd</sup> Supp).
- (m) **"First Nation"** means the Big Grassy First Nation, a "band" within the meaning of the *Indian Act* as represented by its Council.
- (n) **"Indian Act"** means the *Indian Act*, R.S.C. 1985, c.I-5 and its regulations.
- (o) **"Information Meeting"** means a meeting or meetings at which legal counsel and a financial advisor retained by the First Nation, and any other Persons as requested by the Council, will explain to all Members in attendance the nature and effect of this Settlement Agreement.
- (p) **"Member"** means a Person whose name appears or who is entitled to have their name appear on the Band List of the First Nation.
- (q) **"Minister"** means the Minister of Indian Affairs and Northern Development or the Minister's duly authorized representative.
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- (r) **"Negotiation Costs"** means any and all costs incurred by the First Nation for the research, preparation, negotiation and settlement of the Claim, and the ratification of the Settlement Agreement, including legal fees.
- (s) **"Negotiation Loan Funding"** means the total amount of loan funding provided to the First Nation by Canada for the purpose of negotiating and settling this Claim.
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- (t) **"Party"** means either the First Nation or Canada.
- (u) **"Person"** means any individual, proprietor, corporation, partner, partnership, trust, joint venture, unincorporated organization, First Nation, self-governing First Nation, Indian band, Indigenous group, union, or governmental body, including, without limitation, any past, present or future Members and each of their respective heirs, descendants, legal representatives, successors and assigns.

- (v) "Proceeding" means any legal proceeding, action, cause of action, suit, Claim, specific Claim or demand whatsoever, known or unknown, whether in law, in equity or otherwise.
  - (w) "Ratification Vote" means a vote referred to in Article 8.0 on the Ballot Question conducted in accordance with the Voting Guidelines.
  - (x) "Settlement Agreement" means this Settlement Agreement, referred to herein as the Big Grassy First Nation Highway 621 Compensation Specific Claim Settlement Agreement, including the attached Schedules.
  - (y) "Specific Claims Policy" means Canada's policy on specific Claims in effect from time to time.
  - (z) "Voter" means "elector" as that word is defined in the *Indian Act*.
  - (aa) "Voting Day" means the day set for holding the Ratification Vote.
  - (bb) "Voting Guidelines" means those ratification guidelines as contained in Schedule 4 and adopted by Council.
- 1.2 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement that are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.
- 1.3 The following Schedules are attached to and form part of this Settlement Agreement:
- Schedule 1 – Solicitor's Certificate
  - Schedule 2 – Financial Advisor's Certificate
  - Schedule 3 – Ballot Question
  - Schedule 4 – Voting Guidelines
  - Schedule 5 – Form of Band Council Resolution for Payment & Direction to Pay
  - Schedule 6 – Form of Band Council Resolution

## 2.0 COMPENSATION

- 2.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada agrees to pay to the First Nation and the First Nation agrees to accept eight million, one hundred two thousand, four hundred six dollars (\$8,102,406) in full and final settlement of the Claim, including the Negotiation Costs.
- 2.2 The First Nation authorizes and directs Canada to deduct from the Compensation referred to in Article 2.1 the Negotiation Loan Funding, to satisfy the First Nation's full and final repayment of its Negotiation Loan Funding.



- 2.3 The First Nation authorizes and directs Canada to pay the Compensation Balance in accordance with the Direction to Pay.
- 2.4 If the First Nation ratifies the Settlement Agreement as set out in Article 6.0, then the First Nation shall provide Canada with an irrevocable Direction to Pay and a Band Council Resolution for Payment, substantially in the form attached as Schedule 5, together with any other documentation required by Canada for purposes of depositing funds.
- 2.5 Canada agrees to pay and transfer the Compensation Balance within forty-five (45) days of the Effective Date.
- 2.6 The Parties agree and intend that the Compensation is not "Indian moneys" within the meaning of the *Indian Act* and accordingly the provisions of the *Indian Act* with respect to the management of Indian moneys shall not apply to the Compensation.
- 2.7 The sole responsibility of Canada with respect to the Compensation Balance is to pay and deposit the Compensation Balance in accordance with Article 2.0. Canada will rely on the Direction to Pay provided by the First Nation.

### 3.0 RELEASE

3.1 The First Nation agrees to forever release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from, and will not assert, any liability or Proceeding that the First Nation, its successors or assigns, or its past, present and future Members or any of their respective heirs, descendants, legal representatives, successors and assigns, including a First Nation, self-governing First Nation or Indian band, may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to:

- a) any aspect of the Claim;
- b) any and all Negotiation Costs and Negotiation Loan Funding, including any deductions from the Compensation for Negotiation Loan Funding;
- c) the negotiation, ratification or other procedures referred to in this Settlement Agreement resulting in the execution of this Settlement Agreement by the First Nation;
- d) the adequacy of the Compensation provided in this Settlement Agreement;
- e) the deposit of the Compensation Balance pursuant to Article 2.0, and any subsequent management, investment, disbursement, or any other use of

the Compensation Balance, including, without limitation, by the First Nation, Council or Members;

- f) any loss of the Compensation Balance or interest, in whole or in part, through any failure of a Financial Institution or otherwise; and
- g) the subject matter of any of the representations and warranties of the First Nation under Article 10.0.

#### **4.0 INDEMNITY**

- 4.1. The First Nation agrees to indemnify and forever save Canada harmless from any Proceeding brought by any Person against Canada or any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to any matters set out in Article 3.0.
- 4.2. Canada shall provide notice to the First Nation in accordance with Article 14.0 of any Proceeding referred to in Article 4.1. However, the First Nation will not be entitled to avoid liability for indemnification by reason of the timeliness of the notice, unless untimely notice has materially compromised the First Nation's ability to fully exercise its rights under this article.
- 4.3. If after providing notice to the First Nation pursuant to Article 4.2, no notice is received by Canada within forty five (45) days that the First Nation wishes to participate in the resolution of the Proceeding, Canada shall proceed to settle or defend the Proceeding without the First Nation's participation or, with or without, joining the First Nation as a Party to the Proceeding.
- 4.4. Prior to settling any Proceeding, Canada will advise the First Nation and provide the First Nation with an opportunity to respond with its position on the proposed settlement. Canada will take into consideration any response provided by the First Nation.
- 4.5. If the First Nation wishes to participate in the resolution of a Proceeding that may give rise to a right of indemnity under Article 4.0, the First Nation shall provide notice to Canada that the First Nation wishes to participate in the resolution of the Proceeding within forty five (45) days of notification pursuant to Article 4.2 and to the extent permitted by law and where appropriate, and at its own expense, immediately seek to be added as a Party to the Proceeding. The First Nation may make such investigation, negotiation and settlement of any Proceeding as it deems expedient. This entitlement, however, shall in no way:
  - a) mean that the First Nation is entitled to represent Canada, and any of its Ministers, officials, servants, employees, agents, successors and assigns; or
  - b) affect the rights or abilities of Canada and any of its Ministers, officials,

servants, employees, agents, successors and assigns to defend or settle any such Proceeding.

- 4.6. Canada agrees that it shall not refuse to defend any Proceeding based solely on the existence of Article 4.0 and that it shall use all reasonable efforts to defend itself.
- 4.7. Any demand by Canada for indemnification shall be made in writing in accordance with Article 16.0.
- 4.8. Nothing in Article 4.0 prevents Canada from immediately adding or seeking to add the First Nation as a Party to the Proceeding.

## 5.0 DISMISSAL OF PROCEEDINGS

5.1 The First Nation agrees to:

- (a) dismiss all Proceedings;
- (b) instruct its legal counsel, working with Canada's legal counsel, to file all the necessary documents to do so;
- (c) instruct its legal counsel to serve Canada with a copy of all such documents; and
- (d) secure an Order dismissing the Specific Claims Tribunal action between Big Grassy (Mishkoshliminiizibing) First Nation (Indian Band) and Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development, identified as SCT File No. SCT-3002-11

5.2 For any Proceeding filed in the Federal Court that is a "representative Proceeding" as per rule 114 of the *Federal Court Rules* (SOR/98-106), the First Nation agrees to obtain an order of the Federal Court approving its dismissal or settlement prior to the execution of this Settlement Agreement by the Minister, including but not limited to *Albert Comegan Jr. et. al. v. Her Majesty the Queen* identified as Federal Court Action No. T-1988-89.

## 6.0 RATIFICATION

6.1. The First Nation agrees to all the terms and conditions of this Settlement Agreement and authorizes and directs the Council to sign this Settlement Agreement if, at the Ratification Vote:

- a) a minimum of 25% plus one of the Voters vote in favour of the Settlement Agreement; and
- b) those who vote in favour are a majority of those who vote.

- 6.2. If a minimum of 25% plus one of the Voters vote in favour, and those who vote in favour are a majority of those who vote, then the Council will be authorized to sign this Settlement Agreement.
- 6.3 If at the Ratification Vote, a majority of those who vote, vote in favour of the Settlement Agreement, but 25% plus one of the Voters do not participate in the vote then, at the discretion of the Council a second vote may be held.
- 6.4 If at the second vote a majority of Voters vote in favour of the Settlement Agreement, Council will be authorized to sign the Settlement Agreement.
- 6.5 For greater certainty, if the required approval and assent pursuant to Article 6.0 is not obtained, this Settlement Agreement shall be void and of no force or effect.
- 6.6 All Ratification Votes with respect to this Settlement Agreement shall be conducted in accordance with the Voting Guidelines.

#### **7.0 CONDITIONS PRECEDENT TO EXECUTION BY CANADA**

- 7.1 Canada and the First Nation agree that the following are conditions precedent that must be fulfilled before Canada will consider executing this Settlement Agreement:
- (a) ratification and approval of the terms of this Settlement Agreement by the First Nation in accordance with Article 6.0;
  - (b) the issuance and delivery to Canada of an executed Band Council Resolution substantially in the form attached as Schedule 6 approving and assenting to the terms and conditions of this Settlement Agreement by the First Nation in accordance with Article 7.1(a);
  - (c) execution of this Settlement Agreement by the First Nation in accordance with Article 8.0;
  - (d) the Minister has been authorized to sign this Settlement Agreement;
  - (e) funds for the payment of the Compensation have been approved and appropriated for that purpose by Canada;
  - (f) receipt by Canada of the Band Council Resolution for Payment and the Direction to Pay substantially in the form attached as Schedule 5;
  - (g) receipt by Canada of a Solicitor's Certificate, which is Schedule 1 of this Settlement Agreement, from the First Nation's legal counsel, dated on or after the date of execution of this Settlement Agreement by the First Nation;

- (h) receipt by Canada of a Financial Advisor's Certificate, which is Schedule 2 of this Settlement Agreement, from the First Nation's financial advisor dated on or after the date of execution of this Settlement Agreement by the First Nation; and
- (i) the delivery to Canada of an order of the Federal Court approving the dismissal and settlement of *Albert Comegan Jr. et. al. v. Her Majesty the Queen* identified as Federal Court Action No. T1988-89.

## **8.0 EXECUTION**

8.1 This Settlement Agreement shall be deemed to be fully executed once signed by:

- (a) a majority of Council on behalf of the First Nation following ratification of this Settlement Agreement in accordance with Article 6.0; and
- (b) the Minister on behalf of Canada, provided that all of the conditions precedent set out in Article 7.0 have been fulfilled.

## **9.0 EFFECTIVE DATE OF SETTLEMENT AGREEMENT**

9.1. This Settlement Agreement shall come into effect and bind the Parties on the date on which this Settlement Agreement is executed by Canada in accordance with Article 8.0.

## **10.0 REPRESENTATIONS AND WARRANTIES**

10.1. The First Nation represents and warrants that:

- a) it intends to use the Compensation Balance for the benefit of the First Nation and shall take such actions as it deems necessary or advisable to give effect to that intent;
- b) it has held an Information Meeting for Members for the purposes of explaining the terms and conditions of this Settlement Agreement;
- c) it has retained and relied upon independent legal counsel who is qualified to practice law in the Province of Ontario to advise it in respect of the legal nature and effect of this Settlement Agreement;
- d) it has retained and relied upon a qualified financial advisor independent from Canada to provide financial advice to the First Nation in respect of this Settlement Agreement;
- e) its legal counsel has fully explained to the Council and to the Members present at the Information Meeting the legal nature and effect of this

Settlement Agreement, as well as its implementation, including without limitation, the deposit by Canada of the Compensation Balance into an account managed by the First Nation with a Financial Institution in accordance with Article 2.0 rather than into an account managed by the Department for the First Nation in accordance with the *Indian Act* as confirmed by the certificate of independent legal advice, which is Schedule 1 of this Settlement Agreement;

- (f) its financial advisor has provided to the Council and to the Members present at the Information Meeting where the financial advisor was present, independent financial advice with respect to the management and administration of the Compensation Balance, and the deposit of the Compensation Balance into an account managed by the First Nation with a Financial Institution in accordance with Article 2.0 rather than into the an account managed by the Department for the First Nation in accordance with the *Indian Act* as confirmed by the certificate of independent financial, which is Schedule 2 of this Settlement Agreement;
- (g) Canada has not advised the First Nation with respect to the placement or management of the Compensation Balance or any matter related thereto, and the First Nation has obtained the advice of its own legal and financial advisors in this regard and with regard to all other matters related to the settlement of the Claim; and
- (h) an interpreter fluent in the First Nation's language was present and available to those Members in need of an interpreter at all times during the Information Meeting and at the Ratification Vote.

10.2. ~~These representations and warranties shall survive the execution of this Settlement Agreement and shall continue in full force and effect for the benefit of Canada.~~

## 11.0 PROGRAMS AND SERVICES

11.1: Nothing in this Settlement Agreement shall affect the ability of the First Nation or any Members to be eligible to apply for, or to continue or have access to funding for programs and services offered by Canada as if this Settlement Agreement had not been executed, in accordance with the criteria established from time to time for the application of such programs and services.

## 12.0 DISPUTE RESOLUTION

12.1. In the event of a dispute arising out of this Settlement Agreement, the Parties shall, at their own expense, explore resolution through negotiation or other appropriate dispute resolution procedure, including mediation, before resorting to litigation. Any Party may resort to litigation forty five (45) days after the dispute

arises. A dispute is deemed to have arisen after notice has been given by one Party to the other.

### 13.0 AMENDMENTS

- 13.1. Subject to Article 13.2, this Settlement Agreement may only be amended or replaced by written agreement between the Parties, upon approval pursuant to the same procedures as this Settlement Agreement was approved.
- 13.2. The Parties, by written agreement between the First Nation as represented by its Council and by the Senior Assistant Deputy Minister, Treaties and Aboriginal Government on behalf of Canada, may agree to amend this Settlement Agreement for any of the following purposes:
- a) to remove any conflicts or inconsistencies that may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation;
  - b) to amend the time provided in any of the provisions in this Settlement Agreement for doing any act or receiving any notice or written communication; or
  - c) to correct any typographical errors in this Settlement Agreement, or to make corrections or changes required for the purpose of curing or correcting any clerical omission, mistake, manifest error or ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.

### 14.0 NOTICE

- 14.1. Any notice or other written communication required or permitted to be given under this Settlement Agreement will be given by registered mail as follows:

to Canada:

Senior Assistant Deputy Minister  
Treaties and Aboriginal Government  
Crown-Indigenous Relations and Northern Affairs  
Les Terrasses de la Chaudière  
10 rue Wellington  
GATINEAU QC K1A 0H4

to the First Nation:

Big Grassy First Nation  
P.O. Box 414  
MORSON ON P0W 1J0

Attention: The Chief

or at such other address as may be provided in writing by the either Party.

- 14.2. Any notice set out in Article 14.1 will be presumed to have been received by the Party on the earlier of the day it was received or the tenth day after it was mailed.
- 14.3. During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party, and if used, such notice will be of no effect. In the event of a postal disruption or stoppage, the Parties may send notice or other written communication required or permitted to be given under this Settlement Agreement by facsimile or email and in so doing, the Party sending the facsimile or email will bear the onus of ensuring its receipt by the other Party.

## 15.0 GENERAL PROVISIONS

- 15.1. This Settlement Agreement is for the benefit of and is binding upon Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns, and upon the First Nation and its Members, and any of their respective heirs, descendants, legal representatives, successors and assigns.
- 15.2. This Settlement Agreement is entered into by Canada and the First Nation without any admission of fact or liability whatsoever with respect to the Claim.
- 15.3. This Settlement Agreement, and any information herein, may be recorded in Canada's databases. Any recording, publication or distribution of the above, including for the purpose of complying with requests made under the *Access to Information Act* or the *Privacy Act*, does not comprise or constitute any waiver of settlement privilege that attaches to the settlement of this Claim, including this Settlement Agreement.
- 15.4. The insertion of headings and recitals, and the provision of a table of contents, are solely for convenience and in no way modify or explain the scope or meaning of any part of this Settlement Agreement.
- 15.5. Words in the singular include the plural and words in the plural include the singular.
- 15.6. There shall be no presumption that any ambiguity in any of the terms of this Settlement Agreement should be interpreted in favour of any Party.
- 15.7. The rights and obligations of the Parties to this Settlement Agreement may not be assigned or otherwise transferred without the prior consent of the First Nation, which shall be evidenced by a Band Council Resolution, and the prior written consent of Canada, such consent not to be unreasonably withheld.
- 15.8. This Settlement Agreement shall be governed by the applicable laws of Ontario



and Canada.

- 15.9. This Settlement Agreement sets out the entire agreement between the Parties with respect to the Claim. There is no representation, warranty, collateral agreement, undertaking or condition affecting this Settlement Agreement, except as expressly set out herein. This Settlement Agreement supersedes and revokes all previous agreements entered into during the course of the negotiation of the Claim, whether oral or in writing between the Parties with respect to the Claim.
- 15.10. All references in this Settlement Agreement to statutes and regulations of Canada shall include, unless a contrary intention is expressed, any such statute or regulation as the same may be amended, re-enacted or replaced from time to time.
- 15.11. The Parties shall in good faith do such things, execute such further documents, and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty The Queen in Right of Canada, and the Council of the First Nation, on behalf of the First Nation, have executed this Settlement Agreement on the dates indicated below.

Signed on behalf of the First Nation  
at \_\_\_\_\_ by the Council  
of the First Nation in the presence of:

Signature: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Address: \_\_\_\_\_

As to all Signatures

Date: \_\_\_\_\_

Per: \_\_\_\_\_  
Chief Lynn Indian

Per: \_\_\_\_\_  
Councillor Deborah  
Ludeman

Per: \_\_\_\_\_  
Councillor Elvis Adams

Per: \_\_\_\_\_  
Councillor Glenn Archie

Per: \_\_\_\_\_  
Councillor Jeffrey Morrison

SIGNED on behalf of HER MAJESTY THE  
QUEEN IN RIGHT OF CANADA, as  
represented by the Minister of Indian  
Affairs and Northern Development, in the  
presence of:

Signature: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Minister of Indian Affairs and  
Northern Development

R.T. [Handwritten initials]

**BIG GRASSY FIRST NATION  
HIGHWAY 621 COMPENSATION SPECIFIC CLAIM  
SETTLEMENT AGREEMENT**

**SCHEDULE 1  
SOLICITOR'S CERTIFICATE**

I, Donald R. Colborne, of the City of Victoria, in the Province of British Columbia, Barrister & Solicitor, do hereby certify:

1. THAT I am a Member in good standing of the Law Society of Ontario and am qualified to practice law in the Province of Ontario;
2. THAT I was retained in my professional capacity to provide independent legal advice to the First Nation with respect to the Claim, including the terms of settlement of the Claim and the preparation, execution and implementation of the Big Grassy First Nation Highway 621 Compensation Specific Claim Settlement Agreement, executed by the First Nation on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_;
3. THAT I have advised the Council as to the legal nature and effect upon the First Nation and its Members of the Settlement Agreement and the implementation of the Settlement Agreement, including, without limitation the legal implications arising from the management, disbursement and use of the Compensation Balance where the deposit of the Compensation Balance is into an account managed by the First Nation with a Financial Institution rather than into an account managed by the Department for the First Nation in accordance with the *Indian Act* (the "Legal Issues");
4. THAT I was present at the following Information Meeting(s) called for the purpose of explaining to the Members the Settlement Agreement;

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Location of Meeting(s):

Date(s) and Time(s):

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5. THAT I made a presentation at the Information Meeting(s), to the Members then present, regarding the Legal Issues and answered any relevant legal questions raised at the Information Meeting(s); and

6. THAT I was also available, as needed, to answer Members' questions, including

any Members that were not in attendance at the Information Meeting, about the Legal Issues.

Witness' Signature: \_\_\_\_\_ )  
Name of Witness: \_\_\_\_\_ )  
Address: \_\_\_\_\_ )  
Date: \_\_\_\_\_ )

\_\_\_\_\_  
Donald R. Colborne  
Barrister and Solicitor

D.T. 

**BIG GRASSYFIRST NATION  
HIGHWAY 621 COMPENSATION SPECIFIC CLAIM  
SETTLEMENT AGREEMENT**

**SCHEDULE 2  
FINANCIAL ADVISOR'S CERTIFICATE**

I \_\_\_\_\_, of the City of \_\_\_\_\_, of the Province of \_\_\_\_\_, do hereby certify:

1. THAT I am

[N.B.: Paragraph 1 should explain the qualifications of the Financial Advisor including membership in professional associations.]

2. THAT I was retained in my professional capacity to provide independent financial advice to the First Nation with respect to the terms of the Big Grassy First Nation Highway 621 Compensation Specific Claim Settlement Agreement (and the Trust Agreement, if any), including dealing with the deposit of the Compensation Balance and the subsequent safe custody, preservation of capital, management, investment, disbursement and use of the Compensation Balance.

3. THAT I have provided independent financial advice to the Council with respect to the financial aspects of the Settlement Agreement, including, without limitation, the financial considerations for the First Nation and its Members arising in relation to the implementation of the Settlement Agreement, the management, disbursement and use of the Compensation Balance, the deposit of the Compensation Balance into an account managed by the First Nation with a Financial Institution rather than into an account managed by the Department for the First Nation in accordance with the *Indian Act* and, where applicable, the potential rates of return and associated investment risks (the "Financial Issues").

4. THAT I was present at the following Information Meeting(s) called for the purpose of explaining to the Members the Settlement Agreement:

Location of Meeting(s):

Date(s) and Time(s):

\_\_\_\_\_


\_\_\_\_\_

5. THAT I made a presentation at the Information Meeting(s), to the Members then present, regarding the Financial Issues and answered any relevant financial questions raised at the Information Meeting to the best of my professional ability.

6. THAT I was also available, as needed, to answer questions that Members had, including any Members that were not in attendance at the Information Meeting, about the Financial Issues and did so to the best of my professional ability.

Witness' Signature: \_\_\_\_\_ )  
Name of Witness: \_\_\_\_\_ )  
Address: \_\_\_\_\_ )  
This (day) of (month) in (year) )  
Date: \_\_\_\_\_ )

\_\_\_\_\_  
(name of financial advisor)

D.T. 

BIG GRASSY FIRST NATION  
HIGHWAY 621 COMPENSATION SPECIFIC CLAIM  
SETTLEMENT AGREEMENT

SCHEDULE 3  
BALLOT QUESTION

As a Voter of the First Nation, do you:

- a) **agree** to all of the terms and conditions of the Highway 621 Compensation Specific Claim Settlement Agreement initialed by the negotiators for the First Nation and Canada, which settles the Claim as defined in the Settlement Agreement;

and

- b) **authorize and direct** the Council of the First Nation to sign all documents and do everything necessary to give effect to the Big Grassy First Nation Highway 621 Compensation Specific Claim Settlement Agreement ?

YES

NO

Mark this Ballot by placing an "X", check mark or other mark, under the word "YES" or "NO" within the appropriate box, clearly indicating your response to the question asked, but without identifying yourself.