



**BROKENHEAD**  
Ojibway Nation  
BAASKAANDIBEWIZIIBING

Entered into as of the 14th day of May 2026

## MEMORANDUM OF UNDERSTANDING

BETWEEN:

**Brokenhead Ojibway Nation**

and

**Rural Municipality of Lac du Bonnet**

**(also referred to as “the Parties”)**

**WHEREAS** the Brokenhead Ojibway Nation, being a signatory to, Treaty No. 1, did not receive land of sufficient area to fulfill the requirements of Treaty No. 1 signed on August 3, 1871;

**AND WHEREAS** the original land provision of the Treaty No. 1 was not provided and, as a result, created a shortfall of land;

**AND WHEREAS** the Manitoba Treaty Land Entitlement Framework Agreement (“Framework Agreement”) was signed on May 29, 1997 between the Treaty Land Entitlement Committee of Manitoba Inc., Her Majesty the Queen in Right of Canada and Her Majesty the Queen in Right of Manitoba so that, like many other First Nations, Brokenhead Ojibway Nation could select Crown Land and Purchase Other Land (private land);

**AND WHEREAS** the individual Treaty Entitlement Agreement was signed on September 9, 1998 between the Brokenhead Ojibway Nation, Her Majesty the Queen in Right of Canada and Her Majesty the Queen in Right of Manitoba;

**AND WHEREAS** in furtherance of the fulfillment of the outstanding land entitlement owed to the Brokenhead Ojibway Nation as recognized in the Framework Agreement, the Brokenhead Ojibway Nation has selected land within its traditional Treaty 1 Territory that is also situated within the boundaries of the Rural Municipality of Lac du Bonnet (the “Land”) as generally identified in Schedules A & B attached to this Memorandum of Understanding;

**AND WHEREAS** the Brokenhead Ojibway Nation is a self-governing First Nation under the Brokenhead Ojibway Nation Land Management Code;

**AND WHEREAS** the Brokenhead Ojibway Nation is a property taxation authority;

**AND WHEREAS** the Brokenhead Ojibway Nation and the Rural Municipality of Lac du Bonnet have the responsibility of working for the benefit of those they serve;

**AND WHEREAS** the Brokenhead Ojibway Nation and the Rural Municipality of Lac du Bonnet are independent neighboring governments, and each is responsible for the interests of the residents within its respective jurisdiction;

**AND WHEREAS** the Brokenhead Ojibway Nation and the Rural Municipality of Lac du Bonnet are committed to working cooperatively and in the interests of their residents as outlined in this Memorandum of Understanding;

**AND WHEREAS** the Brokenhead Ojibway Nation and the Rural Municipality of Lac du Bonnet wish to enter into an agreement that governs the development of the Land and the sharing of services;

**NOW THEREFORE**, effective the date first above written, the Brokenhead Ojibway Nation and the Rural Municipality of Lac du Bonnet agree as follows:

## **1.0 VISION AND INTENT**

The commitment of mutual cooperation by the Parties as expressed in this Memorandum of Understanding ("MOU") recognizes the unique opportunities and distinct needs that presently exist in the region for both the Brokenhead Ojibway Nation and the Rural Municipality of Lac du Bonnet.

The Parties acknowledge and share the value in the vision and intent, principles, goals and implementation of this MOU.

The Brokenhead Ojibway Nation and the Rural Municipality of Lac du Bonnet agree upon the following shared vision and intent:

- 1.1 the development and maintenance of long-term, mutually beneficial relationships between the Parties with recognized responsibilities and rights;
- 1.2 the need to support the Parties' goals of economic growth and sustainability within the region; and
- 1.3 increase the opportunities to maximize social and economic benefits responsibly.

## **2.0 Municipal Development and Service Agreement ("MDSA") NEGOTIATION AND DEVELOPMENT**

- 2.1 Each Party will use best efforts in the formulation and implementation of an MDSA that is mutually acceptable to both Parties.

The Parties agree that they will work together in good faith in order to negotiate and develop an MDSA, within a reasonable timeframe, that is acceptable to both Parties.

The services that are generally available within the Rural Municipality of Lac du Bonnet that may be required by and made available to the Brokenhead Ojibway Nation, along with the level of service to be provided and the cost of same, will be outlined in the MDSA and may include, but will not necessarily be limited to, the following:

- a) Animal Control;
- b) Building Inspections;
- c) Drainage;
- d) Emergency Management;
- e) Fire Services;
- f) Land Use Planning Services;
- g) Parks & Recreation Services;
- h) Waste Services – Removal/Recycling;
- i) Road/Access Maintenance;
- j) Sidewalks and/or Pathways;
- k) Water and Sewer;
- l) Weed Control and Grass Cutting;
- m) Zoning; and
- n) Other issues arising from agreements/studies.

## **3.0 LAND USE**

The Parties confirm and agree that terms of the MDSA will be negotiated prior to development of the Land.

Consistency and compatibility of all applicable laws governing the development and use of land, including zoning by-laws, will be a primary objective of the Parties when negotiating the terms of the MDSA. Should the Land be set apart as reserve prior to the conclusion of an MDSA, the Parties will continue to work together to ensure such compatibility and consistency.

**4.0 DISPUTE RESOLUTION**

Brokenhead Ojibway Nation and the Rural Municipality of Lac du Bonnet agree that should any dispute under this Memorandum of Understanding arise, the appointed representatives of each of the parties will meet as soon as practicable and will use reasonable efforts to resolve such a dispute amongst themselves.

If the representatives of each of Brokenhead Ojibway Nation and the Rural Municipality of Lac du Bonnet are not able to reach a resolution, Brokenhead Ojibway Nation and the Rural Municipality of Lac du Bonnet agree that the dispute will be referred to mediation, where the parties will cooperate fully and fairly and use reasonable efforts to resolve such a dispute between the parties.

**5.0 SIGNATURES**

The Parties look forward to a positive, mutually beneficial and long-term working relationship as a result of this MOU and the MDSA contemplated herein.

**IN WITNESS WHEREOF**, the Parties through their authorized representatives hereto have duly executed this MOU.

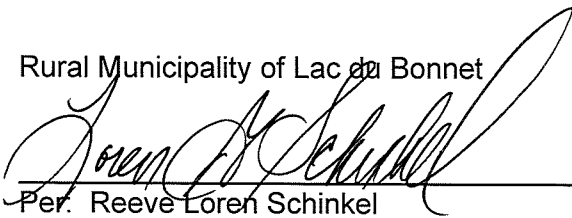
Brokenhead Ojibway Nation

  
Per: Chief Gordon Bluesky

May 14, 2020  
Date

  
WITNESS:

Rural Municipality of Lac du Bonnet

  
Per: Reeve Loren Schinkel

May 14, 2020  
Date

  
WITNESS:

# MEMORANDUM OF UNDERSTANDING

## “Schedule A”

Roll #315550000 – W 36-16-12  
Roll # 310600000 NW 14-16-12  
Roll # 310300000 NW25-16-12  
Roll # 310200000 NE25-16-12  
Roll # 310500000 SW25-16-12  
Roll # 310400000 SE 25-16-12  
Roll # 309900000 NW 24-16-12  
Roll # 309850000 NE 24-16-12  
Roll #309800000 NE 24-16-12  
Roll # 310100000 SW24-16-12  
Roll # 310050000 SE24-16-12  
Roll # 310000000 SE 24-16-12  
Roll # 302600000 NE 13-16-12  
Roll # 309000000 NW 22-16-12  
Roll # 308100000 SE 21-16-12  
Roll # 309300000 SW 22-16-12  
Roll # 309200000 SE 22-16-12  
Roll # 311000000 W14-16-12  
Roll # 309500000 W 14-16-12  
Roll # 309700000 W 14-16-12  
Roll # 303100000 W 14-16-12  
Roll # 303400000 W 14-16-12

