

August 22, 2018

Winnipeg Free Press  
ATTENTION: Dylan Robertson  
350-N, Centre Block  
Ottawa, Ontario  
K1A 0A6

Dear Mr. Robertson:

**RE: The Freedom of Information and Protection of Privacy Act (FIPPA)  
Our Files FOI 2018-61**

In reply to your access requests with a deemed date of receipt of July 24, 2018, and modified in your telephone call and email exchange on August 1, 2018 with Manitoba Hydro's Access & Privacy Coordinator, Amelia Au:

*Records such as letters, excluding emails pertaining to Manitoba Hydro's permit issuance and temporary revocation to either Fox Lake Ventures, Fox Lake Cree Nation, Polar Industries and/or Remote Area Services in relation to its hauling services between Gillam and Churchill, known as an "ice trail" or "cat train." [sic]*

Your request for access has been granted in part and I hereby enclose copies of two (2) letters which are responsive to your request. The signatures have been redacted as disclosure is deemed to be an unreasonable invasion of third parties' privacy pursuant to subsection 17(1) of *FIPPA*. A copy of the relevant *FIPPA* provision is enclosed for your information.

Subsection 59(1) of *FIPPA* provides that you may make a complaint to the Manitoba Ombudsman about this decision, within 60 days from the receipt of this letter to:

Manitoba Ombudsman  
750 – 500 Portage Avenue  
Winnipeg MB R3C 3X1  
204-982-9130  
1-800-665-0531

Dylan Robertson – FOI 2018-61

August 22, 2018

Page 2

If you have any questions or concerns, please contact Manitoba Hydro's Access & Privacy Coordinator, Amelia Au at 204-360-3855 or [aau@hydro.mb.ca](mailto:aau@hydro.mb.ca).

Yours truly,

**MANITOBA HYDRO LEGAL SERVICES**

Per:



**Sandra D. Phillips**

Privacy Officer

*Encl.*

MANITOBA HYDRO FOI 2018-61  
FIPPA EXCERPTS

Freedom of Information and Protection of Privacy, C.C.S.M.  
c. F175  
Part 2: Access to Information

Accès à l'information et protection de la vie privée, c. F175  
de la C.P.L.M.  
Partie 2 : Accès à l'information

(b) the head of the public body to which the request is transferred shall make every reasonable effort to respond to the request within 30 days after receiving it unless that time limit is extended under section 15 or notice is given to a third party under section 33.

b) le responsable de l'organisme public à qui la demande est transmise s'efforce de donner suite à la demande dans les 30 jours suivant sa réception à moins que ce délai ne soit prorogé en vertu de l'article 15 ou que l'avis prévu à l'article 33 ne soit remis à un tiers.

**DIVISION 3**

**MANDATORY EXCEPTIONS TO DISCLOSURE**

**PRIVACY OF A THIRD PARTY**

**Disclosure harmful to a third party's privacy**

**17(1)** The head of a public body shall refuse to disclose personal information to an applicant if the disclosure would be an unreasonable invasion of a third party's privacy.

**Disclosures deemed to be an unreasonable invasion of privacy**

**17(2)** A disclosure of personal information about a third party is deemed to be an unreasonable invasion of the third party's privacy if

(a) the personal information is personal health information;

(b) the personal information was compiled and is identifiable as part of an investigation into a possible violation of a law, except to the extent that disclosure is necessary to prosecute the violation or to continue the investigation;

(c) disclosure could reasonably be expected to reveal the identity of a third party who has provided information in confidence to a public body for the purposes of law enforcement or the administration of an enactment;

**SECTION 3**

**EXCEPTIONS OBLIGATOIRES  
À LA COMMUNICATION**

**VIE PRIVÉE DE TIERS**

**Atteinte à la vie privée d'un tiers**

**17(1)** Le responsable d'un organisme public refuse de communiquer à l'auteur d'une demande des renseignements personnels dont la communication constituerait une atteinte injustifiée à la vie privée d'un tiers.

**Présomption**

**17(2)** Est réputée constituer une atteinte injustifiée à la vie privée d'un tiers la communication de renseignements personnels qui le concernent dans les cas suivants :

a) les renseignements personnels sont de nature médicale;

b) les renseignements personnels ont été recueillis et peuvent être assimilés à une partie du dossier d'une enquête liée à une éventuelle contravention à la loi, sauf dans la mesure où leur communication est nécessaire pour que soient engagées des poursuites judiciaires ou que soit continuée l'enquête;

c) la communication risquerait vraisemblablement de révéler l'identité d'un tiers qui a fourni les renseignements à titre confidentiel à un organisme pour l'exécution de la loi ou l'application d'un texte;

**MANITOBA HYDRO FOI 2018-61  
FIPPA EXCERPTS**

*Freedom of Information and Protection of Privacy, C.C.S.M.  
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(d) the personal information relates to eligibility for or receipt of income assistance, legal aid benefits, social service benefits or similar benefits, or to the determination of benefit levels;

(e) the personal information relates to the third party's employment, occupational or educational history;

(f) the personal information was collected on a tax return or for the purpose of determining tax liability or collecting a tax;

(g) the personal information describes the third party's source of income or financial circumstances, activities or history;

(h) the personal information consists of personal recommendations or evaluations, character references or personnel evaluations; or

(i) the personal information indicates the third party's racial or ethnic origin, religious or political beliefs or associations, or sexual orientation.

d) les renseignements personnels ont trait à l'admissibilité à l'aide au revenu, à l'aide juridique, à l'aide sociale ou à d'autres types semblables d'aide, à sa réception ou à l'établissement de son montant;

e) les renseignements personnels ont trait aux antécédents professionnels ou scolaires;

f) les renseignements personnels ont été recueillis dans une déclaration d'impôt ou afin que soit déterminé l'assujettissement à l'impôt ou que soit perçu un impôt;

g) les renseignements personnels précisent la source de revenu du tiers ou sa situation, ses activités ou ses antécédents financiers;

h) les renseignements personnels comportent des recommandations ou des évaluations personnelles, des renseignements ayant trait à la moralité ou à des évaluations de personnel;

i) les renseignements personnels indiquent la race, l'origine ethnique, les croyances ou allégeances religieuses ou politiques ou l'orientation sexuelle du tiers.

**Determining unreasonable invasion of privacy**

**17(3)** In determining under subsection (1) whether a disclosure of personal information not described in subsection (2) would unreasonably invade a third party's privacy, the head of a public body shall consider all the relevant circumstances including, but not limited to, whether

(a) the disclosure is desirable for the purpose of subjecting the activities of the Government of Manitoba or a public body to public scrutiny;

(b) the disclosure is likely to promote public health or safety or protection of the environment;

(c) the disclosure will assist in a fair determination of the applicant's rights;

(d) the disclosure may unfairly expose the third party to harm;

**Atteinte injustifiée à la vie privée**

**17(3)** Afin de déterminer si une communication de renseignements personnels que ne vise pas le paragraphe (2) constitue une atteinte injustifiée à la vie privée d'un tiers, le responsable d'un organisme public tient compte des circonstances pertinentes et examine notamment si :

a) la communication est souhaitable parce qu'elle permet au public de surveiller de près les activités du gouvernement du Manitoba ou d'un organisme public;

b) la communication peut vraisemblablement promouvoir la santé ou la sécurité publique ou la protection de l'environnement;

c) la communication facilitera la juste détermination des droits de l'auteur de la demande;

**MANITOBA HYDRO FOI 2018-61  
FIPPA EXCERPTS**

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(e) the personal information has been provided, explicitly or implicitly, in confidence;

(f) the personal information is highly sensitive;

(g) the personal information is likely to be inaccurate or unreliable;

(h) the disclosure may unfairly damage the reputation of any person referred to in the record requested by the applicant; and

(i) the disclosure would be inconsistent with the purpose for which the personal information was obtained.

d) la communication peut injustement exposer le tiers à un préjudice;

e) les renseignements personnels ont été fournis, explicitement ou implicitement, à titre confidentiel;

f) les renseignements personnels sont d'une nature très délicate;

g) les renseignements personnels risquent d'être inexacts ou peu fiables;

h) la communication est susceptible de porter injustement atteinte à la réputation d'une personne dont il est fait mention dans le document demandé par l'auteur de la demande;

i) la communication serait incompatible avec les fins auxquelles ont été obtenus les renseignements personnels.

**When disclosure not unreasonable**

**17(4)** Despite subsection (2), disclosure of personal information is not an unreasonable invasion of a third party's privacy if

(a) the third party has consented to or requested the disclosure;

(b) there are compelling circumstances affecting the mental or physical health or the safety of the applicant or another person and notice of the disclosure is mailed to the last known address of the third party;

(c) an enactment of Manitoba or Canada expressly authorizes or requires the disclosure;

(d) the disclosure is for research purposes and is in accordance with section 47;

(e) the information is about the third party's job classification, salary range, benefits, employment responsibilities or travel expenses

(i) as an officer or employee of a public body,

(ii) as a minister, or

**Absence d'atteinte injustifiée**

**17(4)** Malgré le paragraphe (2), la communication de renseignements personnels ne constitue pas une atteinte injustifiée à la vie privée d'un tiers dans les cas suivants :

a) lorsque le tiers a consenti à cette communication ou l'a demandée;

b) lorsqu'il existe une situation d'urgence ayant une incidence sur la santé ou la sécurité mentale ou physique de l'auteur de la demande ou d'une autre personne, si un avis de la communication est envoyé par courrier à la dernière adresse connue du tiers;

c) lorsqu'un texte provincial ou fédéral autorise ou exige expressément la communication;

d) lorsque la communication est effectuée à des fins de recherche et en conformité avec l'article 47;

e) lorsque les renseignements portent sur la classification, l'éventail des salaires, les avantages, les attributions ou les indemnités de déplacement du tiers :

(i) en qualité de cadre ou d'employé d'un organisme public,

**MANITOBA HYDRO FOI 2018-61  
FIPPA EXCERPTS**

*Freedom of Information and Protection of Privacy, C.C.S.M.  
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(iii) as an elected or appointed member of the governing council or body of a local public body or as a member of the staff of such a council or body;

(f) the disclosure reveals financial or other details of a contract to supply goods or services to or on behalf of a public body;

(g) the disclosure reveals information about a discretionary benefit of a financial nature granted to the third party by a public body, including the granting of a licence or permit;

(h) the information is about an individual who has been dead for more than 10 years; or

(i) the record requested by the applicant is publicly available.

**Disclosure with third party's consent**

**17(5)** If the third party consents to or requests disclosure under clause (4)(a), the head of the public body may

(a) require the consent or request to be in writing; and

(b) comply with the requirement to disclose by disclosing the information directly to the third party rather than to the applicant.

**Volume disclosure from a public registry**

**17(6)** The head of a public body shall not disclose to an applicant under this Part personal information in a public registry on a volume or bulk basis.

(ii) en qualité de ministre,

(iii) en qualité de membre élu ou nommé du conseil ou de l'organe de direction d'un organisme public local ou en qualité de membre du personnel d'un tel conseil ou organe;

f) lorsque la communication révèle les modalités financières ou autres d'un contrat visant la fourniture de biens ou de services à un organisme public ou pour celui-ci;

g) lorsque la communication révèle des renseignements au sujet d'un avantage financier facultatif qu'un organisme public a accordé au tiers, y compris l'octroi d'une licence ou d'un permis;

h) lorsque les renseignements concernent un particulier décédé depuis plus de 10 ans;

i) lorsque le document demandé par l'auteur de la demande est à la disposition du public.

**Communication avec le consentement du tiers**

**17(5)** Si le tiers consent à la communication ou la demande en vertu de l'alinéa (4)a), le responsable de l'organisme public peut :

a) exiger que le consentement ou la demande soit écrit;

b) observer l'obligation de communication en communiquant les renseignements directement au tiers plutôt qu'à l'auteur de la demande.

**Communication en nombre**

**17(6)** Le responsable d'un organisme public ne peut, sous le régime de la présente partie, communiquer en nombre à l'auteur d'une demande des renseignements personnels se trouvant dans un registre public.



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2018 01 18

Fox Lake Ventures Ltd. and Polar Industries Ltd. (the Permittee)

*Delivered via email: [Robert.wavey@foxlakecreenation.com](mailto:Robert.wavey@foxlakecreenation.com), and [mark@polarindustries.ca](mailto:mark@polarindustries.ca)*

Dear Mr. Wavey and Mr. Kohaykewych,

**Re: Breaches of the RC-60 Consent Agreement**

In December 2017, Manitoba Hydro signed a consent agreement with Fox Lake Ventures Ltd. and Polar Industries Ltd. allowing for the use of the RC-60 right-of-way (ROW) between Gillam and Churchill for the operation of an ice trail. The subsequent authorization letter from the Province of Manitoba noted that all of the conditions in the consent agreement must be complied with.

As of January 17, 2017, Manitoba Hydro has identified a significant number of breaches of the terms of the consent agreement, and requires that they be remedied immediately. In addition, safety concerns have been identified by our contractors working on the Bipole III Reliability Project.

Manitoba Hydro understands the urgency to supply goods to Churchill, but we cannot allow the reliability of Churchill's only power supply to be compromised. In most cases, having regard for the number and nature of the breaches, Manitoba Hydro would immediately revoke its consent to the use of the ROW.

However, out of respect for the long-term working relationship between the Fox Lake Cree Nation and Manitoba Hydro, we are prepared to proceed on the basis of a temporary suspension of the permissions granted to allow an opportunity for these breaches to be remedied.

This letter will serve as formal notice that, effective immediately, Manitoba Hydro's consent to the use of the ROW for the purposes of an ice trail is suspended until such time as the breaches listed below are remedied.

**Breach of 7 b)**

We have identified a large number of locations (all between Structure #107 and #760) where the ice trail passes between the guy wire and the tower structure. Manitoba Hydro requires that the ice trail be re-routed immediately by the Permittee in all areas where it passes within five metres of our infrastructure. Attached as Appendix A is a list identifying the known and approximate locations of these breaches.

MANITOBA HYDRO FOI 2018-61  
RESPONSIVE RECORDS

2018 01 18

Page 2

Breach of 7 e) and 7 f)

Section 7 e) of the consent agreement also states that the Permittee “*must not place, leave or permit to be placed or left any trash, debris or refuse on the ROW*”. In addition, Section 7 f) states that the Permittee must not “*bring onto the ROW any contaminants, dangerous goods, pollutants, hazardous materials or hazardous waste*”. Manitoba Hydro staff has identified a number of locations where debris or potential contaminants have been left behind on the ROW in breach of the consent agreement. I have attached a list to this letter as Appendix B and we require that these items be addressed.

Safety Concerns

Section 4 of the consent agreement notes that the Permittee’s use of the ROW “*shall not interfere with any present or future use of the ROW for any purpose whatsoever by Manitoba Hydro or third parties approved by Manitoba Hydro*”. Valard is the prime contractor for the Bipole III Reliability Project in this area, and is responsible for managing a road that runs from PR280 up to the ROW. It is our understanding that safety concerns related to the use of this road by vehicles travelling to the ice trail have been identified by Valard.

In order to address these concerns and ensure the safe use of this road by all parties, Manitoba Hydro will require that representatives of the Permittee meet with Valard and develop a mutually acceptable plan for safely travelling through this area. This plan will include a requirement for a safety and environmental orientation from Valard, as well as signage identifying speed limits, radio communication of loads & travel plans along with other items identified by Valard.

Once the breaches identified in this letter are remedied, we will notify Manitoba Sustainable Development of our consent for work to resume.

Regards,

s.17(1)

Alec Stuart  
Manager, Property & Corporate Environment Department  
Manitoba Hydro

Cc: L. Stevenson, Crown Lands Branch, Manitoba Sustainable Development  
S. Mailey, Vice-President, Transmission  
B. Luce, Vice-President, Human Resources and Corporate Services  
V. Cole, Director, Community Relations North



**MANITOBA HYDRO FOI 2018-61  
RESPONSIVE RECORDS**

2018 01 18

Page 3

B. Ireland, Director, Corporate Services  
G. Penner, Director, Transmission Construction & Line Maintenance  
M. Boyd, Manitoba Hydro Law Division

AS/as/RC60 Breach 01 18 18.docx

2018 01 18

Page 4

**Appendix A: Locations of known breaches of 7 b)**

1. From Structure #107 to Structure #500, Manitoba Hydro has identified only 25 structures that are in compliance with the consent agreement. In all other cases, the trail was located between the tower structure and the guy wires.
2. From Structure #500 to Structure #760, Manitoba Hydro staff estimate that the trail is located between the towers and guy wires at approximately 60% of the structures.

**MANITOBA HYDRO FOI 2018-61  
RESPONSIVE RECORDS**

2018 01 18

Page 5

**Appendix B: Locations of known breaches of 7 e) and 7 f)**

Structure #	Noted breach
117	An SUV abandoned on the trail, and burnt.
141	Skidoo abandoned on trail
170	Skidoo and sled abandoned on the trail. Jerry cans in sled
185	Skidoo abandoned on the trail
239	Skidoo abandoned on the trail
293	Two pickup trucks left at Owl Creek Camp.
309	A steel drag was left unattended on the trail, and was partly covered in snow. No signage to warn skidoos, or dog sled teams.
369	A pickup truck abandoned on the trail.
389	Fuel drums abandoned on the trail. These must be reported as a notification to Manitoba Sustainable Development.
432	A shipping container on a large sled abandoned on the trail. Beside it was another sled with jerry cans
445	A blue snow groomer abandoned on the trail. Beside it is another sled with large bags of cement.
458	A sled pulling a large Stitco propane tanker has partially gone thru the ice, and has apparently been abandoned. This must be reported <b>immediately</b> to Manitoba Sustainable Development as a potential release of a dangerous good in transport.
560	Fuel drums abandoned on the trail. These must be reported as a notification to Manitoba Sustainable Development.

**MANITOBA HYDRO FOI 2018-61  
RESPONSIVE RECORDS**

2018 01 18

Page 6

564	Fuel drums abandoned on the trail. These must be reported as a notification to Manitoba Sustainable Development.
610	Fuel drums abandoned on the trail. These must be reported as a notification to Manitoba Sustainable Development.



**Sustainable Development**

Finance and Crown Lands Division/Lands Branch  
200 Saulteaux Crescent, Box 25  
Winnipeg, Manitoba, Canada R3J 3W3  
T 204-476-0053 F 204-948-2197  
email: Lori.Stevenson@gov.mb.ca

December 18, 2017

Fox Lake Ventures Ltd., and Polar Industries Ltd., (the permittee)  
Delivered via email: [Robert.wavey@foxlakecreenation.com](mailto:Robert.wavey@foxlakecreenation.com) , and [mark@polarindustries.ca](mailto:mark@polarindustries.ca)

Dear: Robert and Mark

**RE: Letter of Authorization to carry out work necessary to construct and maintain a temporary trail for tracked vehicles only - to be located within the Manitoba Hydro Transmission Line Right of Way RC60 between Radisson and Churchill**

In response to your request for authorization to construct and maintain a temporary trail for tracked vehicles for the purpose of delivering supplies to the Town of Churchill, your request has been given an expedited review and this letter authorizes work under 7(1)(c) of *The Crown Lands Act* subject to the following conditions:

Fox Lake Ventures Ltd. and Polar Industries Ltd., (the permittee) are required to accept and comply with the terms and conditions of this authorization, as set out below:

- All requirements set out in a "Consent to use RC60 Right-of-Way" agreement, entered into between Fox Lake Ventures Ltd. and Polar Industries Ltd. and Manitoba Hydro (copy attached) shall be complied with.
- Construction / clearing by the permittee will occur only within the area described in the "Consent to use RC60 Right of Way" agreement entered into with Manitoba Hydro.
- The permittee shall not operate or permit the use of the trail by highway vehicles.
- There shall be no bulldozing of vegetation.
- If areas that are not sufficiently frozen are encountered, and rutting occurs, every effort shall be made by the permittee to minimize the environmental impact (rutting).
- The permittee shall ensure that creek crossings are constructed, maintained and removed in accordance with the Manitoba Stream Crossing Guidelines for the Protection of Fish and Fish Habitat, May 1996. Only clean snow and ice may be used as fill for creek and stream crossings. Prior approval must be obtained from the local Conservation Officer before a log fill or any other method for crossing a stream is undertaken.
- The permittee shall not permit machinery within 30 meters of a stream except on the trail itself. Should additional snow be required for fill, it must be taken from the right-of-way at least 30 meters from the stream and moved to the stream on the trail.

**MANITOBA HYDRO FOI 2018-61  
RESPONSIVE RECORDS**

- The permittee shall locate fuel storage and equipment servicing areas established for the operation a minimum distance of 100 metres from any waterbody.
- Existing trails, portages and other travel ways shall not be altered by the permittee so as to interfere with other users.
- The Conservation Officer shall be notified by the permittee no less than one week prior to completion of operations to allow for final inspection of the operation.
- The permittee is responsible for the actions of its employees or contractors.
- The permittee shall be responsible for injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to the development, use or occupation of the temporary trail, and shall save harmless and indemnify the Crown (Manitoba), its officers, employees and agents from and against all claims, liabilities and demands with respect to its development, use or occupation. This term shall survive the expiry or cancellation of this authorization.
- The permittee shall provide, maintain and pay for comprehensive general liability insurance protecting the permittee, its agents, subcontractors, officers and its employees against claims by third parties for any injury to persons (including death), damage or loss to property which may arise directly or indirectly out of the development, use or occupation of the temporary trail. That insurance shall be placed with an insurance company or companies and be in such form as may be acceptable to the Crown (Manitoba) and shall be for an amount of not less than Two Million Dollars (\$2,000,000.00), inclusive of any one occurrence and shall name Manitoba as an additional named insured with respect to the operations of the permittee.
- Corrective action can be ordered by the Conservation Officer at any time during or after the operation and shall be undertaken by the permittee in a timely and efficient manner.
- The permittee is responsible for consulting with and obtaining all necessary authorizations from the Department of Fisheries and Oceans and Transport Canada for its operations.
- The permittee shall comply with all federal, provincial, and municipal laws and regulations, including (but not limited to) The Crown Lands Act, The Fisheries Act, The Wildfires Act, The Forest Act, The Mines and Minerals Act, and The Environment Act.
- All non hazardous waste, litter and debris from the operation must be cleaned up by the permittee in accordance with the requirements of Manitoba Regulation 92/88R respecting Litter, and deposited at an approved waste disposal ground.
- All dangerous goods must be dealt with by the permittee according to The Dangerous Goods Handling and Transportation Act.
- To ensure that the permittee is not working on mining restricted lands it is recommended that it consult with Manitoba Mineral Resources Department or their website at <http://www.gov.mb.ca/iem/index.html>
- Should the permittee's operation require unusual activities or something not clearly identified by this permit, the permittee shall consult with the local Conservation Officer.

This letter of authorization is issued to allow the permittee to enter onto Crown land to perform work necessary for the development, use and occupation of a temporary trail. This authorization shall allow only that land use for which it is issued. Any other use shall constitute a violation

MANITOBA HYDRO FOI 2018-61  
RESPONSIVE RECORDS

of the conditions of the authorization and render it liable to cancellation. This authorization is subject to cancellation on 30 days notice. This authorization for the proposed works described above will expire on April 30, 2018 and is not renewable.

Acknowledgement of acceptance of the terms and conditions set out in this letter of authorization by the permittee:

s.17(1)

Dec 18th / 17

**Authorized Signing Authority Fox Lake Ventures Ltd.**

Date

(Print Name) LINDA HUNT

s.17(1)

DEC. 27 / 17.

**Authorized Signing Authority Polar Industries Ltd.**

Date

(Print Name) MARK KOKAYKEWYCH

s.17(1)

Dec 29 / 2017

**Issuing Authority, Lori Stevenson, Director of Lands, Sustainable Development**  
(authorization is not granted until signed by the Issuing Authority)

Date

Attachment (Consent to use RC60 Right-of-Way, copy received by Issuing Authority on December 15, 2017)  
c. Darryl Headman, Regional Director, Northeast Region  
David Hastman, RLM, Northeast Region

**MANITOBA HYDRO FOI 2018-61  
RESPONSIVE RECORDS**

**Consent to use of RC60 Right-of-Way**

**BETWEEN:**

**THE MANITOBA HYDRO-ELECTRIC BOARD**  
(“Manitoba Hydro”)

OF THE FIRST PART,

and

**FOX LAKE VENTURES LTD. AND POLAR INDUSTRIES LTD.,**  
jointly and severally  
(the Permittee”)

OF THE SECOND PART

**WHEREAS** Manitoba Hydro maintains and operates a transmission line right of way RC60 between Radisson Station and Churchill (the “ROW”);

**AND WHEREAS** Fox Lake Ventures Ltd. and Polar Industries Ltd. have entered into a joint venture known as Fox Lake Polar Industries Joint Venture for the purpose of constructing a temporary ice trail between RC60 and the Town of Churchill (the “ice trail”);

**AND WHEREAS** the Permittee wishes to construct the ice trail on the ROW;

**NOW THEREFORE IN CONSIDERATION OF** Manitoba Hydro granting the Consent hereinafter set out, the covenants as set out herein and the sum of One (\$1.00) Dollar each payable by the Permittee to Manitoba Hydro and Manitoba Hydro to the Permittee, the receipt and sufficiency of which is hereby acknowledged, Manitoba Hydro consents to the use of the ROW for the purposes of the ice trail subject to the following conditions and agreements:

1. This consent will be effective until April 30, 2018 for the use of the ROW only for the purpose of constructing, using and maintaining the ice trail and for no other purpose.
2. The use of the ROW by the Permittee is subject always to the right of Manitoba Hydro, its invitees, servants, employees, agents and contractors to enter upon the ROW, with or without vehicles, machinery and equipment, at any and all times for any purpose whatsoever that Manitoba Hydro deems necessary or expedient, including but not limited to the construction and maintenance of poles, wires, anchors, cables, mains, conduits, pipes, equipment, plant, works, facilities, structures, buildings, equipment or fixtures (collectively “Facilities”).
3. Manitoba Hydro shall be under no obligation to improve the ROW, or to ready it in any manner for use by the Permittee.
4. The Permittee’s use of the ROW shall not interfere with any present or future use of the ROW for any purpose whatsoever by Manitoba Hydro or third parties approved by Manitoba Hydro, whether pursuant to any other contract or agreement, or by operation of law.
5. The Permittee acknowledges and agrees that its use of the ROW is subordinate to and subject to Manitoba Hydro’s use of the ROW. The Permittee further acknowledges and agrees that in cases of perceived, actual, anticipated, or threat of emergency, hazard or interference, for reasons of safety, operational requirements, regulatory or legal requirements, or other factors deemed necessary by Manitoba Hydro in its sole discretion acting reasonably, Manitoba Hydro may temporarily suspend, or terminate, Permittee’s use of the ROW and in such circumstances, the Permittee shall, at its own cost and expense, promptly vacate the ROW in compliance with instructions by Manitoba Hydro.



**MANITOBA HYDRO FOI 2018-61  
RESPONSIVE RECORDS**

2

6. Manitoba Hydro may alter or remove the facilities, structures, buildings, fixtures and equipment erected, placed, or constructed by the Permittee on the ROW as deemed necessary in Manitoba Hydro's sole discretion acting reasonably, at the Permittee's cost and expense. In such circumstances, Manitoba Hydro will notify the Permittee of the exercise of any such suspension or termination of the Permittee's rights as soon as reasonably possible.
  
7. The Permittee and its joint venture partners, directors, officers, invitees, servants, employees, agents and contractors (hereinafter "Others") shall not do any of the following in respect of the ROW:
  - a. Operate, or permit the operation of, equipment within FIVE (5) vertical meters of the conductor on the ROW;
  - b. Situate the ice trail within FIVE (5) meters of any tower structure or guy assembly on the ROW;
  - c. Operate or permit any highway vehicles on the ROW;
  - d. Breach any applicable laws, rules, regulations, by-laws and standards, including but not limited to those relating to the environment;
  - e. Place or leave, or permit to be placed or left, any trash, debris or refuse on the ROW;
  - f. Bring onto the ROW any contaminants, dangerous goods, pollutants, hazardous materials or hazardous waste (as broadly defined in applicable legislation whether in existence on the date of issuing of the permit or enacted thereafter), or at common law and equity (hereinafter the "Hazardous Substances"), and shall at the termination or expiry of the permit leave the ROW free from any potentially Hazardous Substances in, on or near the ROW which are or may be caused by or through, generated or created as a result of the operations of or by, or brought onto the ROW, by the Permittee or Others;
  - g. Remove or interfere with any trees, shrubs or Facilities presently located on the ROW without the express written consent of Manitoba Hydro;
  - h. Erect or construct facilities, structures, buildings or fixtures on the ROW without Manitoba Hydro's written consent, failing which such facilities, structures, buildings or fixtures may be removed by Manitoba Hydro at the Permittee's expense; or
  - i. Stockpile, accumulate, collect, reserve, store, pile, deposit or place materials of any kind including but not limited to snow, earth, or gravel on the ROW without the express written consent of Manitoba Hydro.
  
8. The Permittee shall be responsible, at its sole cost and expense for:
  - a. Ensuring that the ice trail is aligned on the outer limit border of the ROW, outside of all tower and guy footprints and a minimum distance of FIVE (5) meters from any tower structure or guy assembly. The Permittee shall obtain Manitoba Hydro's express written consent prior to undertaking any proposed alteration to the alignment or location of the ice trail within the ROW;
  - b. Obtaining all necessary permits and approvals required in connection with its use of the ROW, and conforming to all laws, rules, regulations, by-laws, standards and zoning requirements with respect to its use of the ROW;
  - c. Ensuring the ROW is at all times clear of trash, debris and refuse;
  - d. Promptly advising Manitoba Hydro of any spills (whether reportable to Manitoba Sustainable Development or not) as well as any environmental damage including, but not limited to the destruction of vegetation, ground disturbance such as rutting, alteration of drainage patterns, and the alteration of waterways or crossings;
  - e. Ensuring that all spills and environmental damage are remediated to the satisfaction of Manitoba Hydro, and where required, the Province of Manitoba;
  - f. Immediately reporting to Manitoba Hydro any damage to Facilities;
  - g. Remedying any damage to the ROW or to any of the Facilities as a result of the Permittee's use of the ROW and the Permittee's construction, maintenance, operation and repair of the ice trail; and
  - h. Abiding by any and all additional rules relating to the use of the ROW established by the Crown or Manitoba Hydro, which shall become binding on the Permittee TEN (10) days after the Permittee receives a copy of such rules.

**MANITOBA HYDRO FOI 2018-61  
RESPONSIVE RECORDS**

3

9. The Permittee shall provide written notice to, and obtain the written permission of, Manitoba Hydro at least FORTY-EIGHT (48) hours prior to installing, authorizing the installation of, or conducting any maintenance, repairs or construction of the ice trail on the ROW, except in an emergency, in which case the Permittee shall obtain the verbal permission of Manitoba Hydro before the Permittee or Others commence the installation, maintenance, repairs or construction and subsequent to the emergency the Permittee shall ensure that the said installation, maintenance, repairs or construction comply with Manitoba Hydro's requirements. The Permittee's notice to Manitoba Hydro shall include the provision of an installation, maintenance, repair, or construction schedule and related updates to the said schedule, as applicable. At all times, the Permittee shall conform to Manitoba Hydro's specifications, as well as all laws, rules, regulations, by-laws and standards, relating to clearances around the Facilities.
10. Within 30 days of the expiration or termination of the Permit, the Permittee shall, at its own expense, remove all facilities, structures, or improvements placed on the ROW by the Permittee, and at all times, the Permittee shall leave the ROW in a level, clean, neat and tidy condition.
11. The Permittee acknowledges that it and all other persons shall use or occupy the ROW entirely at their own risk, that it is responsible for maintenance and repair of the ice trail and that Manitoba Hydro shall have no duty of care arising from the Permittee or Others use or occupation of the ROW. Further, Manitoba Hydro, its directors, officers, invitees, servants, employees, agents and contractors, shall not be liable for any fines, suits, demands, claims, losses, costs, damages, expenses or injuries, including death ("Losses") which the Permittee, Others or any other person may at any time sustain, incur, suffer or be put to, no matter how caused, by reason of the use of the ROW by the Permittee or Others.
12. The Permittee shall fully indemnify and save harmless Manitoba Hydro, its directors, officers, invitees, servants, employees, agents and contractors from and against all Losses which Manitoba Hydro shall or may suffer, incur or become liable for, by reason of any breach, violation or non-performance of the Permittee of any covenant, term or provision of the permit and/or any conditions, rules or directions imposed or required by Manitoba Hydro, including but not limited to costs incurred by Manitoba Hydro in enforcing any such terms, conditions, rules or directions, or by reason of any injury occasioned to or suffered by any person or persons or any loss of or damage caused to any property by reason of or arising out of or in any way related to the use of the ROW by the Permittee or Others.
13. The Permittee shall purchase and maintain insurance in the amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence covering the use and occupation of the ROW and all work and services to be performed, and all obligations assumed pursuant to these conditions or the permit obtained by the Permittee for the ROW. The Permittee shall provide, upon request, a Certificate of Insurance for the required policy of insurance and any renewals there, which policy shall name Manitoba Hydro as an additional insured and which shall contain a cross-liability clause specifying that the insurance shall apply to any action brought against one insured by the other insured in the same manner as though separate policies were issued to each.
14. The Permittee shall not assign or otherwise transfer the rights granted by the Permit or these conditions.
15. Nothing in this agreement shall constitute a contractor relationship between Fox Lake Cree Nation (FLCN), the Permittee or their respective agents or contractors with Manitoba Hydro. The Permittee shall provide the contact information for the person in charge of the project.
16. The Permittee and its contractors shall comply with all Manitoba laws and regulations, and shall take out the necessary permits and approvals from the Province of Manitoba before proceeding with the work.

MANITOBA HYDRO FOI 2018-61  
RESPONSIVE RECORDS

4

DATED at \_\_\_\_\_, Manitoba, this \_\_\_\_\_ day of December, 2017.

**POLAR INDUSTRIES LTD.**

Per:

s.17(1)

\_\_\_\_\_  
Name: (Authorized Signing Authority)

Title:

I/we have the authority to bind the firm.

\_\_\_\_\_  
Name: (Authorized Signing Authority)

Title:

I/we have the authority to bind the firm.

**FOX LAKE VENTURES LTD.**

Per:

s.17(1)

\_\_\_\_\_  
Name: (Authorized Signing Authority)

Title:

I/we have the authority to bind the firm.

\_\_\_\_\_  
Name: (Authorized Signing Authority)

Title:

I/we have the authority to bind the firm.

**THE MANITOBA HYDRO ELECTRIC BOARD**

Per:

s.17(1)

\_\_\_\_\_  
Name: Alec Stuart

Title: Property & Corporate Environment Manager