

Arctic Development
Library

Address To The Legislative Assembly On The
Topic Of The Constitutional Future Of The
Northwest Territories

Type of Study: Policy Material/related Library

Date of Report: 1989

Author: Tungavik Federation Of Nunavut

Catalogue Number: 10-1-26

ADDRESS TO THE LEGISLATIVE ASSEMBLY ON
THE TOPIC OF THE CONSTITUTIONAL FUTURE
OF THE NORTHWEST TERRITORIES

Sector: Land Claims Information

10-1-26

Policy Material/Related Library

NWT
LA
TFN
Add
1989

ADDRESS TO THE
NWT LEGISLATIVE ASSEMBLY,

BY THE
TUNGAVIK FEDERATION OF NUNAVUT,

ON THE TOPIC OF THE
CONSTITUTIONAL FUTURE OF THE
NORTHWEST TERRITORIES

NORMAN WELLS, NWT
OCTOBER 31, 1989

Government Library
Government of N.W.T.
Laing #
Yellowknife, N.W.T.
XIA 2L9



ᓄᓇᓗᓂᓐ ᓄᓇᓕᓕᓂᓐᓂᓐ
ᐱᐱᓗᓂᓐ, ᐱᓐᓂᓐᓂᓐ
Nunavut Land Claims
Suite 1200
130 Slater Street
Ottawa, Ontario
K1P 6E2
(613) 238-1096

TABLE OF CONTENTS

1. TFN Address **to** the **NWT Legislative** Assembly.
2. Appendix One: Proposed **Nunavut Territory** Provisions of an Agreement-in-Principle
3. Appendix Two: Proposed Boundary-, Overlap and **Wildlife** and **Environmental** Resource Management Agreement Between the **Inuit** of Nunavut and the **Dene/Métis** of Denendeh.

ON BEHALF OF THE TUNGAVIK FEDERATION OF **NUNAVUT** -- BETTER KNOWN TO EVERYONE AS TFN -- I WOULD LIKE TO BEGIN BY THANKING MEMBERS OF THE ASSEMBLY FOR THEIR INVITATION **TO APPEAR** TODAY.

OUR TOPIC TODAY IS THE CONSTITUTIONAL FUTURE OF THE NORTHWEST TERRITORIES (NWT). A FORMIDABLE AND CRUCIAL TOPIC. **MY** COLLEAGUES AND I WILL SUMMARIZE **TFN'S** KEY POSITIONS WITH RESPECT TO THIS MATTER. WE WILL THEN OFFER **SEVERAL** RECOMMENDATIONS AS TO HOW MEMBERS OF THE ASSEMBLY CAN HELP BRING ABOUT ORDERLY AND SATISFACTORY POLITICAL CHANGE **IN THE NORTH**.

TFN HAS THREE KEY POSITIONS.

FIRST, THE **INUIT** OF NUNAWT REMAIN FIRMLY COMMITTED TO THE CREATION OF A NEW NUNAWT TERRITORY IN THE EASTERN ARCTIC CO-EXTENSIVE WITH THE TFN LAND CLAIM SETTLEMENT AREA: **HENCE, DIVISION OF** THE EXISTING NWT INTO TWO NEW TERRITORIES MUST BE THE **CENTRAL FEATURE-OF** FUTURE CONSTITUTION MAKING. TFN TABLED ITS POSITION **ON DIVISION** OF THE NWT WITH THE FEDERAL GOVERNMENT EARLIER THIS YEAR. THIS POSITION IS INCLUDED AS APPENDIX ONE TO THIS ADDRESS.

SECOND , **INUIT** HAVE BEEN, AND WILL CONTINUE TO BE, FLEXIBLE **AND** PRAGMATIC ABOUT THE PROCESS TO CREATE **NUNAVUT**.

THIRD , JUST AS THE **INUIT** OF **NUNAVUT ARE** CONSCIOUS OF THE DIFFERENCES BETWEEN THEMSELVES **AND** THE OTHER PEOPLES OF THE NWT, THEY ARE ALSO MINDFUL OF ENDURING SIMILARITIES. IN ACCOMMODATING

THE DISTINCTIVE IDENTITIES OF ITS EASTERN AND WESTERN HALVES, WE ARE OPTIMISTIC THAT DIVISION WILL MAKE US CLOSER FRIENDS AND BETTER NEIGHBORS.

ALLOW ME TO EXPAND A LITTLE ON EACH OF THESE THREE POINTS.

I HAVE SAID THAT THE **INUIT OF NUNAVUT** REMAIN COMMITTED TO THE CREATION OF A NEW **NUNAVUT** TERRITORY. THE STRENGTH AND **DURABILITY** OF THIS COMMITMENT SHOULD BE **OBVIOUS TO ALL**. SINCE THE APPEARANCE OF MODERN **INUIT** POLITICAL **ORGANIZATIONS** IN THE EARLY 1970s, **INUIT** REPRESENTATIVES HAVE CALLED CONSISTENTLY AND REPEATEDLY FOR THE CREATION OF **NUNAVUT**. THE PLEBISCITE OF 1982 REVEALED TO THE WORLD WHAT THOSE OF US WHO LIVE IN NUNAVUT HAD LONG REALIZED: THAT THE PEOPLE OF NUNAVUT SEEK TO APPLY THE PRECEDENTS AND TRADITIONS OF CANADIAN FEDERALISM IN ORDER TO CREATE A NEW TERRITORY WHICH COMBINES BOTH A SECURE CULTURAL FUTURE FOR ITS ABORIGINAL MAJORITY WITH DEMOCRATIC GUARANTEES FOR ALL. SINCE THE PLEBISCITE, AND THE ENDORSEMENT OF ITS RESULTS BY THIS ASSEMBLY, NOTHING HAS HAPPENED TO DENY ITS RESULTS.

SUCCESSIVE MEMBERS OF PARLIAMENT FOR NUNATSIAQ, REPRESENTING DIFFERENT POLITICAL PARTIES, HAVE URGED ACTION ON DIVISION. SUCCESSIVE FEDERAL MINISTERS OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT, ALSO REPRESENTING DIFFERENT POLITICAL PARTIES, HAVE SOUGHT TO FACILITATE DIVISION. SUCCESSIVE PRIME MINISTERS OF DIFFERENT POLITICAL PERSUASIONS HAVE LOCATED THE CREATION OF

NUNAVUT WITHIN THE BROADER ISSUES OF CONSTITUTIONALLY ENTRENCHED ABORIGINAL RIGHTS TO SELF-GOVERNMENT. LEADERS OF STATURE THROUGHOUT CANADA HAVE CONSISTENTLY CITED NUNAVUT AS A CONSTRUCTIVE EXAMPLE OF HOW THE NEEDS OF ABORIGINAL PEOPLES AND OF PUBLIC GOVERNMENT CAN BOTH BE SERVED

MEMBERS OF THIS ASSEMBLY FROM THE NUNAVUT AREA HAVE SPOKEN WITH GROWING AWARENESS AS TO **THE** DAY-TO-DAY IRRITANTS **THAT ARISE FROM** THE FICTION THAT EAST AND WEST CONSTITUTE **A SINGLE**, UNIFORM, UNITED JURISDICTION . THESE MEMBERS HAVE POINTED OUT THAT SUCH IRRITANTS MUST NOT BE LIGHTLY DISMISSED AS THE REGIONAL AND COMMUNITY RIVALRIES THAT **CHARACTERIZE** ANY POLITICAL SYSTEM; RATHER, **THEY** REFLECT A FUNDAMENTAL DISHARMONY IN THE BODY POLITIC OF THE NORTHWEST TERRITORIES WHICH MUST EITHER FIND SOME POSITIVE OUTLET OR DETERIORATE INTO EVER-HARsher-LEVELS **OF** DISCOMFORT

WE EARNESTLY WANT ALL MEMBERS OF THIS HOUSE TO HELP **INUIT** TO ACHIEVE NUNAWT, FOR DIVIDING-- THE NWT SHOULD BE CONDUCTED IN AN ATMOSPHERE OF **COOPERATION AND FRIENDLINESS**. **HOWEVER**, IT IS IMPORTANT THAT POLITICIANS" OUTSIDE NUNAVUT WHO HAVE AUTHORITY TO CONTRIBUTE TO DECISIONS ABOUT NUNAVUT DEAL WITH THIS ISSUE FAIRLY AND SQUARELY. AFTER ALL, NUNAVUT , AT HEART IS A SIMPLE PROPOSITION . WE WILL **OBJECT STRONGLY** IF--SOME-POLITICIANS-IN THE NORTH SOUR THE POLITICAL ATMOSPHERE IN WHICH NUNAWT **IS** BEING DISCUSSED BY PLAYING **GAMES** IN- **ORDER TO OBSCURE THE ISSUE AND** TO DELAY DIVISION. SUCH TACTICS-ARE INAPPROPRIATE FOR THE ISSUE IS

NOT GOING TO GO AWAY.

IT IS MY UNDERSTANDING THAT THE RESOLUTIONS **OF** THIS HOUSE FOLLOWING THE PLEBISCITE ON DIVISION IN 1982 REMAIN IN GOOD STANDING; AND THAT , THEREFORE, THIS HOUSE ACCEPTS THAT **CURRENT CONSTITUTIONAL ARRANGEMENTS** IN THE NWT WILL GIVE WAY TO TWO NEW CONSTITUTIONS AND TWO NEW TERRITORIES. I **CONGRATULATE** CURRENT AND PREVIOUS MEMBERS OF THIS HOUSE FOR THEIR **FAR-SIGHTEDNESS IN ADOPTING THESE** VIEWS AND THEIR TENACITY IN **MAINTAINING THEM**.

AS YOU ARE AWARE, IT IS LIKELY THAT **TFN WILL** CONCLUDE AN **AGREEMENT-IN-PRINCIPLE** IN THE **WEEKS AHEAD** ON THE SETTLEMENT **OF INUIT** TERRITORIAL RIGHTS IN **NUNAVUT**. UNLIKE SOME AGREEMENTS-IN-PRINCIPLE INITIALED IN THE PAST, THE TFN AGREEMENT-IN-PRINCIPLE **WILL** BE COMPREHENSIVE AND DETAILED. ACCORDINGLY, BOTH TFN AND THE FEDERAL GOVERNMENT INTEND TO CONVERT IT-QUICKLY INTO A. FINAL **AGREEMENT**. IN SO DOING, WE DO NOT **ENVISAGE ANY NEED TO RENEGOTIATE** MATTERS OF PRINCIPLE OR SUBSTANCE. THESE MATTERS HAVE ALREADY **BEEN DEALT** WITH TO THE SATISFACTION **OF** BOTH GOVERNMENT AND TFN. FOLLOWING THE SIGNING OF THE AGREEMENT-IN-PRINCIPLE ONLY TWO MAJOR NEGOTIATING TASKS REMAIN: TO NEGOTIATE A PLAN TO IMPLEMENT THE FINAL AGREEMENT, AND TO DECIDE WHICH SPECIFIC **TRACTS** OF LAND **INUIT** WILL OWN .

THE TFN AGREEMENT-IN-PRINCIPLE HAS MAJOR IMPLICATIONS FOR THE COURSE OF CONSTITUTIONAL DEVELOPMENT IN THE **NWT**. CLEARLY, -THE MAIN

IMPLICATION WILL BE TO UNDERSCORE THE NECESSITY AM--URGENCY OF DIVISION .

THE FINAL AGREEMENT WILL 'SET UP, ON A **NUNAVUT-WIDE** BASIS, A CAREFULLY CONSTRUCTED SET OF BOARDS WITH DECISION-MAKING POWERS TO ENSURE RESOURCE MANAGEMENT IS CONDUCTED WITH SIGNIFICANT PUBLIC INPUT , WITH AN APPRECIATION-OF **SPECIAL ABORIGINAL RIGHTS AND INTERESTS**, AND WITH DUE RECOGNITION OF UNDERLYING **PRINCIPLES** OF CONSERVATION AND THE MAXIMIZATION OF **REGIONAL AND LOCAL** BENEFITS. ALL OF THESE BOARDS **WILL HAVE** THE SAME --GEOGRAPHIC MANDATE: **NUNAVUT**. THEIR MEMBERSHIPS WILL REFLECT-THEIR GEOGRAPHIC MANDATES. THEY WILL REGULATE RESOURCE-USE **AND** DEVELOPMENT OVER TWO BROAD CATEGORIES OF LANDS: CROWN-OWNED LANDS AND **INUIT-OWNED** LANDS.

THESE BOARDS WILL OPERATE BEST IN A NEW TERRITORY WHOSE JURISDICTIONAL BOUNDARIES MATCH WITH THEIR **OWN**. THAT IS, THEY WILL OPERATE MOST EFFECTIVELY IN A **NUNAVUT** TERRITORY, AND THEY **WILL** RELATE BEST TO A NUNAWT GOVERNMENT

IN AN UNDIVIDED NWT, THE STRUCTURES CREATED BY **A** TFN SETTLEMENT COULD EASILY DEVELOP AMBIVALENT, IF NOT OUTRIGHTLY ANTAGONISTIC RELATIONSHIPS WITH **A TERRITORIAL** GOVERNMENT LOCATED A LONG DISTANCE AWAY . IN ANY EVENT, THE SOON-TO-BE-CONCLUDED **TFN** LAND CLAIM SETTLEMENT, IMPOSED ON TOP OF THE CONSTITUTIONAL STATUS QUO, COULD LIKELY LEAD TO A SPLINTERING OF INSTITUTIONAL **AND** BUREAUCRATIC LOYALTIES, AND RETARD COHERENT Governance

JUST AS IMPORTANT, SUCH A SITUATION WOULD BE CUMBERSOME FOR THE OIL , GAS AND MINERAL INDUSTRIES WHICH ALREADY COMPLAIN OF OVER-REGULATION IN THE NORTH. DIVIDING THE NWT **AT** THE SAME TIME THAT OUR FINAL AGREEMENT IS IMPLEMENTED WILL SIMPLIFY THE DEVELOPMENTAL RULES OF THE GAME AND, HOPEFULLY, STIMULATE INVESTMENT IN THE NORTH .

LET ME TURN TO WHAT I DESCRIBER EARLIER AS AS THE SECOND OF **TFN'S** KEY POSITIONS; NAMELY, **THAT INUIT** HAVE BEEN, AND WILL CONTINUE TO BE, FLEXIBLE AND **PRAGMATIC** ABOUT THE PROCESS THAT CREATES **NUNAVUT**.

SINCE **INUIT** FIRST ASSERTED THEMSELVES IN CONTEMPORARY CANADIAN POLITICAL LIFE, WE HAVE ARGUED FOR A NEW TERRITORY **IN WHICH INUIT** AND THE NEWCOMERS TO OUR HOMELAND COULD-E--TOGETHER, WRITE A BRAVE CHAPTER IN CANADA'S HISTORY. IN 1979, **INUIT** ORGANIZATIONS TOOK THE FIRST STEP IN BRIDGING **LONG-ESTABLISHED HOSTILITY** BETWEEN THE ABORIGINAL ASSOCIATIONS AND THE GOVERNMENT OF THE NWT BY APPEARING BEFORE THIS HOUSE TO SEEK SOME COMMON UNDERSTANDING AND COMMON PURPOSE . LATER, WHEN LEADERS FROM THE-WEST URGED THAT THE- PEOPLES OF ALL PARTS OF THE **NWT** BE ALLOWED TO VOTE IN PLEBISCITE ON DIVISION, WE AGREED. WHEN IT WAS FURTHER SUGGESTED THAT THE LEGISLATIVE ASSEMBLY AND **THE ABORIGINAL ASSOCIATIONS WORK TOGETHER** IN DEVELOPING TWO NEW CONSTITUTIONS, WE AGREED TO JOIN THE CONSTITUTIONAL ALLIANCE WITH THE PROVISIO THAT A-- NUNAVUT

CONSTITUTIONAL FORUM BE CREATED SO AS TO FOCUS THE EFFORTS OF **NUNAVUT** RESIDENTS ON DEVELOPING A **NUNAVUT** CONSTITUTION.

WE HAVE MADE EVERY EFFORT TO NEGOTIATE A REASONABLE BOUNDARY LINE FOR DIVISION WITH BOTH ABORIGINAL AND NON-ABORIGINAL RESIDENTS OF THE WEST. WHEN WESTERN POLITICIANS CATEGORICALLY REJECTED A TREELINE BOUNDARY WE AGREED, AFTER MUCH THOUGHT AND DISCUSSION, TO CONFINE NUNAVUT TO OUR LAND CLAIM SETTLEMENT AREA.

IN MAY 1986, FOLLOWING TWO-AND-A-HALF YEARS **OF** DISCUSSION, NEGOTIATORS FROM TFN AND THE **DENE/MÉTIS** NEGOTIATIONS SECRETARIAT INITIALLED A BOUNDARY AND OVERLAP AGREEMENT TO DEMARCATÉ OUR RESPECTIVE LAND CLAIM SETTLEMENT AREAS AND TO PROVIDE FOR COOPERATIVE MANAGEMENT OF NATURAL RESOURCES IN OUR ZONE OF OVERLAPPING LAND USE.

IN **JANUARY**, 1987, WE COMMITTED OURSELVES SOLEMNLY TO THE **IQALUIT** AGREEMENT, AN AGREEMENT WHICH WE UNDERSTOOD TO BIND ALL ITS SIGNATORIES AND SUPPORTERS TO **WORK** ACTIVELY AND SINCERELY TO ACCOMPLISH ITS **AGENDA** FOR CREATING TWO NEW TERRITORIES. IN PARTICULAR, THIS AGREEMENT ENDORSED A LAND CLAIMS BOUNDARY BETWEEN THE **INUIT** AND **DENE/MÉTIS** LAND CLAIM SETTLEMENT AREAS AS THE BOUNDARY TO **SEPARATE** THE TWO NEW TERRITORIES, AND **PROMISED A SECOND** TERRITORIAL-WIDE PLEBISCITE...!N+W-A GCEPTABILITY OR OTHERWISE OF THIS BOUNDARY. WE REMAIN FAITHFUL STILL **TO THE IQALUIT** AGREEMENT.

DESPITE OUR INITIAL AND ABIDING PREFERENCE THAT **THE** MAJOR ELEMENTS OF POLITICAL DEVELOPMENT **BE** NEGOTIATED **AT** A **SINGLE "LAND CLAIMS"** TABLE, ALONG WITH PROPERTY AND OTHER RIGHTS, WE HAVE BEEN WILLING TO RISK SCHIZOPHRENIA BY PURSUING OUR AGENDA IN NUMEROUS FORUMS. WHILE FIRM ON MATTERS OF **PRINCIPLE** ~~AND~~ OBJECTIVE, WE HAVE BEEN WILLING TO DISCUSS AND ADOPT VERY CAUTIOUS **TIMETABLES** FOR IMPLEMENTATION .

FOR MORE THAN A DECADE-AND-A-HALF, WE HAVE BEEN ~~FLEXIBLE~~ ~~AND~~ PRAGMATIC. WE HAVE BEEN CONCILIATORY, **PATIENT**, AND FAIR. MOREOVER, WE HAVE MADE **EVERY EFFORT** TO UNDERSTAND THE **FEARS AND** ACCOMMODATE THE ASPIRATIONS OF OTHERS.

THE LENGTH OF OUR STRUGGLE HAS TESTED OUR PATIENCE. BUT **IT HAS** ALSO TAUGHT US A NUMBER OF **THINGS**.

WE HAVE LEARNED THAT SOME PEOPLE ARE FAR MORE ~~COMFORTABLE~~ STUDYING ISSUES THAN RESOLVING THEM. ~~THE~~ FIRST LAW OF **CONSTITUTIONAL** CHANGE IN THE NORTH SEEMS TO BE THAT **THE AVAILABILITY** OF RESEARCH AND CONSULTATION MONEYS IS INVERSELY RELATED TO THE LIKELIHOOD THAT THE **WORK** PRODUCED WILL ACHIEVE ANYTHING.

WE HAVE ALSO LEARNED THAT A DOUBLE **STANDARD IS** OFTEN APPLIED TO VARIOUS ASPECTS OF CONSTITUTIONAL CHANGE. THOSE PEOPLE WHO ARE OPPOSED TO DIVISION INSIST THAT THERE BE VIRTUAL UNANIMITY OF SUPPORT FOR DIVISION, **ALMOST DOWN TO EVERY LAST MAN, WOMAN, CHILD,**

AND CARIBOU, PRIOR TO MOVING FORWARD ON THE ISSUE. YET, ON OTHER KEY TOPICS OF POLITICAL DEVELOPMENT -- RANGING FROM **DEVOLUTION**, TO NORTHERN ENERGY ACCORD DISCUSSIONS, TO **RE-DRAWING** ELECTORAL BOUNDARIES -- DIFFERENT STANDARDS OF CONSENSUS APPLY. _

WE DO NOT SEEK AN UNQUALIFIED VETO ON ALL MAJOR POLITICAL QUESTIONS FACING THE NORTH; AFTER **ALL DEMOCRACY** PRESUPPOSES MAJORITY AND MINORITY OPINIONS EVEN WHILE SEARCHING FOR AS MUCH MIDDLE GROUND AS POSSIBLE. BUT WE ALSO REJECT-THAT CORE AND LEGITIMATE **INUIT ASPIRATIONS** BE SUBJECT TO THE PERPETUAL VETOS OF OTHERS. -IN-THIS REGARD WE NOTE THAT THE UNWILLINGNESS OF THE **DENE/MÉTIS** TO RATIFY THE MAY 1986 BOUNDARY AND OVERLAP AGREEMENT VIRTUALLY HALTED THE CONSTITUTION BUILDING AND **DIVISION PROCESSES**. _ -

THE FINAL THING WE HAVE **LEARNED** IS THAT **PRE-OCCUPATION** WITH ISSUES OF PROCESS IS FAR TOO OFTEN A SUBSTITUTE FOR TOUGH DECISIONS **ABOUT** ISSUES OF SUBSTANCE. THIS IS MANIFEST IN **ALL-TOO-LENGTHY** DISCUSSIONS THAT SKIRT THE FUNDAMENTAL ISSUE AT **HAND**. --**YET**, STRIPPED OF ALL ITS **BAGGAGE**, **THE** CONCEPT OF A **NUNAVUT** TERRITORY-IS QUITE SIMPLE . INDEED , STRAIGHT-FORWARDNESS IS ITS MOST DISTINGUISHING FEATURE IN COMPARISON WITH MANY PROPOSALS FOR CONSTITUTIONAL CHANGE IN CANADA AND THE NORTH.

I BELIEVE IT IS THE DUTY **OF** THE MEMBERS OF THIS HOUSE TO COME TO GRIPS WITH THE ISSUE OF DIVISION. **TO** CONSULT THEIR CONSCIENCES AND CLEARLY STATE THEIR POSITIONS. **TO** DEMONSTRATE LEADERSHIP, WITH ALL

ITS RISKS AND REWARDS. ABOVE ALL, TO INSIST ON CLARITY AND DIRECTION IN PUBLIC POLICY MAKING. TO PREVENT_ PROCESS FROM OVERSHADOWING SUBSTANCE. TO RESIST **THE SUPERFICIALLY ATTRACTIVE** OPTION OF "BUYING **TIME**" THROUGH FURTHER REPORTS, MORE CONFERENCES, NEW TALK FACTORIES. FROM **OUR** PERSPECTIVE, THE WORK OF THE **NUNAVUT** CONSTITUTIONAL FORUM AND OTHER **INUIT** ORGANIZATIONS HAS MAPPED OUT AS CLEARLY AND SUCCINCTLY AS IS **POSSIBLE WHAT IS MEANT BY A NUNAVUT** TERRITORY. SURELY THE **PEOPLES** OF THE **m** DO NOT NEED ANOTHER FIFTEEN YEARS OF DEBATE. CERTAINLY, THE **INUIT** DO NOT.

THE THIRD TFN POSITION THAT I **WISH TO** TALK TO YOU ABOUT IS OUR BELIEF THAT DIVISION OF THE NWT CAN MAKE US-CLOSER FRIENDS, AND BETTER NEIGHBORS, AND ENABLE US TO DEAL MORE EFFECTIVELY WITH OTTAWA, THE PROVINCES, AND SOUTHERN-BASED INDUSTRY.

WE DO NOT SEE THE CREATION OF A NUNAWT TERRITORY AS A NEGATIVE OR DESTRUCTIVE ACT. WE SEE IT AS A REFLECTION OF THE DISTINCT IDENTITY AND COMMON BONDS OF THE PEOPLE OF **NUNAVUT**. SO, **TOO**, WE SEE THE REDEFINITION **OF** CONSTITUTIONAL ARGUMENTS IN THE WEST AS A NECESSARY STEP IN THE EVOLUTION OF ITS POLITICAL PROCESS.

NOR DO WE SEE THE CREATION OF A **NUNAVUT** TERRITORY AS THE END **OF OUR** DEALINGS WITH THE PEOPLE OF THE WEST. AT THE MOMENT **EAST AND** WEST ARE LIKE TWO GROWN UP SIBLINGS CRAMMED INTO A SINGLE ROOM OF A COMMON CANADIAN HOME. CANADA'S CONSTITUTION HAS ENOUGH SPACE TO ALLOW BOTH EAST AND WEST A MEASURE OF DISTANCE WHILE STILL LIVING

UNDER A COMMON ROOF. BY GROWING UP, WE DON'T HAVE TO GROW APART.

AS NUNAVUT LEADERS HAVE SAID ON MANY OCCASIONS AND IN MANY VENUES, WE SEEK A TIMETABLE FOR THE IMPLEMENTATION OF DIVISION THAT WILL MINIMIZE, IF NOT ELIMINATE ALTOGETHER, ADMINISTRATIVE, ECONOMIC, OR HUMAN DISRUPTION. ALTHOUGH THE CURRENT BUILDING BOOM IN YELLOWKNIFE AND THE PROSPECT OF A NEW GAS PIPELINE IN THE MCKENZIE VALLEY SHOULD SEEM TO MAKE THE WHOLE MATTER ACADEMIC, LET ME GO OUT OF MY WAY TO EMPHASIZE THAT IN DIVIDING ~~THE~~ NWT WE WILL AGREE TO ANY REASONABLE MEASURES DESIGNED TO CUSHION ANY ADVERSE IMPACT ON THE CAPITAL CITY, ON THE TERRITORIAL GOVERNMENT WORK FORCE, AND ON ALL OTHER ECONOMIC INTERESTS IN THE WEST.

THE DIRECTION OF CONSTITUTIONAL CHANGE IN THE NORTH MUST BE DEFINITELY SET SO WE CAN END OUR INTERMINABLE DEBATES AND GET ON WITH ASSERTING COMMON NORTHERN-INTERESTS IN THE NATIONAL AGENDA AND WITH CONFRONTING THE SERIOUS PROBLEMS FACING THE ENTIRE CIRCUMPOLAR WORLD ON TOPICS RANGING FROM OZONE DEPLETION TO ARMS CONTROL.

I WILL CONCLUDE **MY** ADDRESS BY INVITING YOU TO TAKE A NUMBER OF CONCRETE STEPS. THE **INUIT OF NUNAVUT** URGE YOU TO DO THE FOLLOWING:

1. RE-STATE, IN CLEAR WORDS, YOUR COMMITMENT TO ~~THE CREATION OF~~ A **NUNAVUT** TERRITORY AND A WESTERN TERRITORY THROUGH THE DIVISION OF THE NWT.

2. COMMIT YOURSELVES TO A CLEAR TARGET DATE FOR DIVISION. FOR ITS PART, TFN BELIEVES THAT THE OCTOBER 1991-TARGET DATE LAID OUT IN THE IQUALUIT AGREEMENT CAN STILL BE MET. HOWEVER, TFN WOULD ALSO SUPPORT A SOMEWHAT_ LATER DATE, AS INDICATED IN APPENDIX ONE, PROVIDED **EVERYONE** IS PREPARED TO STICK TO IT.

3. HELP BREAK THE IMPASSE--OVER THE BOUNDARY TO DIVIDE THE NWT. WE SUGGEST THAT YOU DO THIS **BY SUPPORTING** THE BOUNDARY AND OVERLAP PROPOSAL, INCLUDED **AS APPENDIX TWO TO THIS** ADDRESS, THAT TFN RECENTLY MADE TO THE **DENE/MÉTIS**. WE FEEL THAT ALL PARTIES SHOULD LIVE BY AND LIVE UP TO THE MAY 1986 BOUNDARY AND OVERLAP AGREEMENT. NEVERTHELESS , OUR **BOUNDARY PROPOSAL** CONCEDES TO THE **DENE/MÉTIS** APPROXIMATELY 11,000 SQUARE MILES OF LAND IN THE SOUTHERN PORTION--OF THE **THELON** GAME SANCTUARY SOUTH TO THE BORDER BETWEEN-THE **NWT AND THE PROVINCES**, AND APPROXIMATELY 550 SQUARE MILES-OF--LAND **IMMEDIATELY TO THE WEST** OF THE THELON GAME SANCTUARY ----- IN-ADDITION, OUR PROPOSAL PROVIDES FOR **DENE/MÉTIS AS WELL AS INUIT TO** HUNT, FISH AND TRAP THROUGHOUT THE **THELON GAME** SANCTUARY. **WE HOPE** THIS PROPOSAL WILL BE ACCEPTED, AND WILL RESULT IN A-LASTING AGREEMENT.

4. MANDATE YOUR GOVERNMENT LEADER AND YOUR **MINISTER OF ABORIGINAL** RIGHTS AND CONSTITUTIONAL DEVELOPMENT TO JOIN WITH **INUIT** LEADERS TO NEGOTIATE WITH-OTTAWA THE **FINAL STEPS TO THE** CREATION OF NUNAVUT.

5. ASK THE GOVERNMENT LEADER TO ESTABLISH A "DIVISION SECRETARIAT" WITHIN THE TERRITORIAL GOVERNMENT IN ORDER TO PREPARE NOW FOR DIVISION NEGOTIATIONS. THIS SECRETARIAT SHOULD BE DIRECTED TO DEVELOP A DETAILED PLAN SPECIFYING HOW THE TERRITORY WILL BE DIVIDED.

INUIT OF NUNAWT AND, I BELIEVE, THE-OTHER PEOPLES OF THE NORTHWEST TERRITORIES, SEEK **CHANGE** AND SEEK LEADERSHIP TO EFFECT CHANGE. IT IS A TIME TO MOVE ON, A **TIME TO CONVERT** DEBATES **INTO EVENTS**. LET US MOVE FORWARD TOGETHER WITH CLEAR OBJECTIVES IN SIGHT AND **ACCEPT** NOTHING LESS THAN THE FULFILLMENT OF OUR GOALS. LET US BE BOLD IN OUR **PRAGMATISM** AND PRAGMATIC IN OUR BOLDNESS.

LADIES AND GENTLEMEN, I URGE YOU TO TAKE ACTION. CONSTITUTIONAL PROGRESS DELAYED IS CONSTITUTIONAL PROGRESS DENIED.

THANK YOU FOR YOUR ATTENTION. --

Without Prejudice

NUNAVUT TERRITORY PROVISIONS OF AN
AGREEMENT-IN-PRINCIPLE

Tungavik Federation of Nunavut
June 2, 1989

1. **The** government of Canada undertakes to, on or **before** the fifth anniversary of the ratification of the Final Agreement, cause legislation to be enacted amending the **Northwest Territories Act** by dividing the Territories into two parts **and** erecting the Northeast segment thereof including the communities listed in Schedule 'A' into a separate **Territory** to be **called "Nunavut Territory"**.

2. **The constitution** of **Nunavut** Territory shall be **in** all respects the same as the constitution of the Northwest **Territories** as erected under the **NorthWest Territories Act**, save that the legislation referred to in paragraph 1 hereof shall provide:
 - (a) The English, the French, or the **Inuktitut** language may be used **by** any person **in** the debates of the legislature of **Nunavut**; and those languages shall be used in the respective records and journals of the legislature; and any of those languages may **be** used by any person or in any pleading or process in or issuing from any court of Canada established under the authority of the **Constitution Act**, 1871.- **The** ordinances of **the** legislature of **Nunavut** Territory shall be printed and **published** in **Inuktitut**.

 - (b) Notwithstanding anything contained in ss. 13 and 14 of the

Northwest Territories Act, residents of **Nunavut** Territory whose first language learned and still understood is Inuktitut have the right to have their children receive primary and secondary school **instruction in Inuktitut in** Nunavut.



ᐅᐱᐅᐅᐅ ᐅᐱᐅᐅᐅᐅᐅ
ᐅᐅᐅᐅᐅ ᐅᐅᐅᐅᐅᐅᐅ
Nunavut Land Claims
Suite 1200
130 Slater Street
Ottawa, Ontario
K1P 6E2
(613) 238-1096

File No. 50.504

October 17, 1989

Bill Erasmus, **Pres.**, Dene Nation.-
& Gary Bohnet, **Pres.**, **Metis Assoc.**
c/o Dene/Métis Negotiating. Secretariat
Box 1417
Yellowknife, N.W.T.
XIA 2P1

Gentlemen:

This letter and the attached **position paper** represent **TFN's "final offer"** to you on the long standing issue of **the** boundary to separate our respective land claim **settlement areas**, and joint management of the zone of land on either side of the boundary used both by Inuit and **Dene/Métis**.

We understand fully that you cannot now accept ~~the~~ **boundary** agreed to by our negotiators in May 1986 -- so we shall not ask you to do so. Instead, we are prepared **to alter the boundary and to concede** approximately 11,000 square miles of **land to you in the southern** portion of the **Thelon Game Sanctuary, south to the border between** the Northwest Territories (NWT) and the provinces, and 550 square miles of land immediately **to the west of the Thelon Game Sanctuary**. These changes mean that **the boundary-in and adjacent to the Thelon Game Sanctuary is either congruent with or beyond the line of Dene/Métis maximum land use given to TFN by your negotiators in 1985.** I want you to appreciate that we are making these concessions solely to make **it politically easier for you** to ratify a **boundary** between our settlement areas, **and not** because you have made a case based on land use within **"living memory"** that **land** in the southern portion of the **Thelon Game Sanctuary** south to the provinces is better placed within your settlement area than ours.

Please note from the **attached sketch map and the geographical** coordinates in the schedules to our **position paper, that the zone** to be subject to joint management reflects actual **overlapping land** use as documented in the **report of the Inuit Land Use and Occupancy Project**, the update of this work performed a couple of **years** ago by Dr. Rick **Riewe**, and that documented **land** use information that you have, on occasion, **provided to us including the line of** maximum extent of **Dene/Métis** land use you gave to TFN in 1985. Please note

also that we have added about 1,100 square miles in the vicinity of Aylmer and McKay lakes to the area of overlapping land use. Inuit use of this land is well-documented in the Inuit Land Use and Occupancy Project and its exclusion to date has been an oversight on our part.

Our actual overlapping land use, then, is confined to the north and west of the Thelon Game Sanctuary. Having pointed this out to you, I want to assure you that Inuit fully support the Dene/Métis position regarding continuation of the conservation status of the Thelon Game Sanctuary. Moreover, we have provided in section 6.4 of our position paper for Dene/Métis to harvest wildlife throughout the Thelon Game Sanctuary. This is a significant concession on our part which gives you most of what you have asked for in the last couple of years. In addition, section 6.3 of our position paper makes it absolutely clear that Dene/Métis have full and-free access to the Contwoyto Lake area to hunt, fish and trap.

Since we met in Yellowknife in early September, we have consulted closely with those communities--in the.. Kitikmeot and Keewatin regions most directly affected by the boundary and overlap issues. Our "final offer" to you reflects that consultation... for Inuit in the communities were not prepared to accept the boundary you put forward during our meeting in Yellowknife. In addition, I want to note that representatives of the Dene/Métis assured the TFN Board in Inuvik in late August that adjusting the boundary south of the Thelon Game Sanctuary, as we have now done, would be sufficient to resolve the Inuit - Dene/Métis land claims boundary issue once and for all.

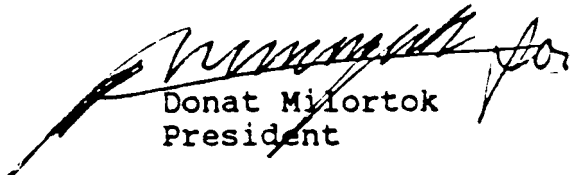
My letter to you of September 28 noted that the management arrangements in our zone of overlapping land use would have to be acceptable to government. We feel it would serve no useful purpose to conclude an agreement with you on resource management in the overlap zone that would be rejected by government. In light of this, we have retained our approach to joint management of the overlap zone. Recently we have amended the wildlife management provisions of our agreement-in-principle to provide for representation by adjacent aboriginal peoples on the Nunavut Wildlife Management Board. This amendment, which is reflected in our position paper, will also provide for cooperative management of caribou herds upon which we both rely.

Inuit and Dene/Métis have been discussing boundary and overlap issues for over six years. The process has consumed far too much time and energy, and has been inordinately expensive. It is our impression that all parties with an interest in this matter, including the territorial and federal governments, want the issue resolved quickly. Indeed, governments currently see this issue as a test of the seriousness and realism with which we and you approach the negotiation of our land claims. We think it is

important that the boundary **issue** be **resolved** now so **that** we can provide both the federal and **territorial** governments **with** evidence that we are committed to completing our land **claim** negotiations and implementing our land **claim** settlements.

I know that the boundary and overlap question is very **difficult** for you, as it is also for us. Nevertheless, **now is the time** for **political** courage and leadership. We **await** your decision, **and look** forward to meeting you **in** Norman **Wells** on **October** 23 and 24. All the best.

Yours sincerely,



Donat Milortok
President

cc : TFN Executive

BOUNDARY , OVERLAP AND WILDLIFE AND ENVIRONMENTAL
RESOURCE MANAGEMENT **AGREEMENT**
BETWEEN **THE INUIT OF NUNAVUT- AND**
THE DENE/MÉTIS OF DENENDEH

BETWEEN **Inuit of Nunavut** as represented by the **Tungavik Federation of Nunavut (TFN),**

AND **Dene/Métis** of Denendeh, as represented by the **Dene/Métis Negotiations Secretariat.**

THE PARTIES AGREE AS FOLLOWSr-

1. General Provisions

1.1 The **objects** and purposes of this Agreement are:

- (a) to identify and agree upon a **continuous** single line that will delineate the boundary between the **Inuit Land Claims Settlement Area and the Dene/Métis Land Claims Settlement Area**;
- (b) to identify and agree upon the zone of overlapping land use of the **Inuit** and **Dene/Métis** based on land use within the living memory. ~~of the- Inuit and the Dene/Métis;~~
- (c) to commit the parties to protect the interests of the **Inuit** and the **Dene/Métis** in relation to wildlife and environmental management in **the overlap** area;
- (d) to commit the parties ~~to support the work of~~ existing management boards, and new management institutions created for their settlement areas, in protecting and conserving **shared caribou herds;** and

- (e) to provide for the mutual protection of rights regarding the quantity, quality and flow of fresh water.

2. **Definitions**

2.1 In this agreement,

"Dene/Métis" means those **Dene or Métis** who are **enroled or who will be enroled in a Dene/Métis Final Land Claims Agreement;**

"Harvesting" means harvesting within the meaning of the land claims agreement which applies **to** the settlement area in question and, for greater certainty, includes trapping;

"Inuit" means those **Inuit** who are **enroled or who will be enroled in the Inuit Final Land Claims Agreement;**

The phrase **'the single line boundary'** means the line marked as the single line **boundary** in Schedule A;

The phrase **'the Dene/Métis area of overlapping use'** means the entire extent of **Dene/Métis** land use and occupancy in the **Inuit Land Claim Settlement Area** depicted **as the** hatched area in Schedule B;

The phrase **'the Inuit area of overlapping use'** means the entire extent of Inuit land use and occupancy in the **Dene/Métis Land Claim Settlement Area** depicted **as the** cross-hatched area in Schedule B;

"Wildlife" means all flora and fauna *ferae naturae* including all terrestrial, aquatic, ~~avian~~ and amphibian *ferae naturae*, and all parts and products **thereof**; flora excludes trees suitable for the commercial production of lumber or other building materials, but includes materials required by the Inuit or the **Dene/Métis** for local use, land-based activities and handicraft production.

The phrase "map co-ordinates of boundaries **means** those geographic co-ordinates set. ~~out in Schedule C.~~

3. A Single Line Boundary Agreed Upon

3.1 The **single** line boundary depicted in Schedule A *forms the* boundary delineating the **Inuit** final land **claims** settlement area and the **Dene/Métis** final land claims settlement area from the southeastern corner of the **Inuvialuit** Settlement Area to the ~~intersection of~~ **60°00'N** latitude with 102°00'W longitude.

4. Area of Overlap

4.1 Notwithstanding the single line boundary identified in Schedule A, *the* Inuit **may continue to** harvest wildlife in the **Inuit** area of overlapping use to the same extent and in the same manner as the **Dene/Métis**.

4.2 Notwithstanding the single--line boundary identified in Schedule A, the **Dene/Métis** may continue to harvest wildlife in the **Dene/Métis** area of **overlapping use** to the same extent and in the **same** manner as **Inuit**.

5. Resource Management

5.1 Consistent with their agreement-in-principle, the Dene/Métis undertake to carry forward into their final agreement those provisions of their agreement-in-principle, specifically 28.1.5 and 28.3.8(b), guaranteeing Inuit representation on those environmental management bodies making decisions within their jurisdictions in relation to the Inuit area of overlapping use where the responsible Inuit organization so requests.

5.2 Consistent with their agreement-in-principle, the Inuit undertake to carry forward into their final agreement those provisions, specifically 6.8.1 of the Land Use Planning sub-agreement (initialled July 24, 1984), 7.5.3(b) and 7.10.1 of the Development Impact sub-agreement (initialled December 13, 1988), and 8.4.4 of the Water sub-agreement (initialled January 18, 1985), guaranteeing Dene/Métis representation on those environmental management bodies-making decisions within their jurisdictions in relation to the Dene/Métis area of overlapping use where the responsible Dene/Métis organization so requests.

6. Wildlife

6.1 The Dene/Métis undertake to include the following provision within their final agreement:

"When the wildlife management board established for the Dene/Métis settlement area is making a decision regarding the Inuit area

of overlapping use, and where the responsible Inuit organization, upon due notice, so requests, the Minister responsible for Northern Affairs shall appoint to the board a nominee of the responsible organization, and may appoint a nominee of government.

6.2 The Inuit undertake to carry forward to their final agreement the following provision:

"When the NWMB is making a decision regarding wildlife in a portion of Nunavut which is also being used by aboriginal persons who are party to an adjacent aboriginal land claims settlement agreement, and where the organization responsible for the agreement requests representation to the NWMB, representation shall be provided in the following manner.

"The Minister responsible for Northern Affairs shall appoint to the Board a nominee of the responsible organization and may appoint to the Board a nominee of the government."

6.3 For greater certainty, the Dene/Métis have the right to continue to harvest in the waters of Contwoyto Lake, and in the lands surrounding Contwoyto Lake, as depicted in Schedule B, to the same extent and in the same manner as Inuit.

6.4 Notwithstanding anything contained herein, the **Dene/Métis** may continue to harvest wildlife in all that portion of the **Thelon** Game Sanctuary located within the Inuit Land Claim Settlement Area to the same extent and in the same manner as **Inuit**.

6.5 Notwithstanding anything **contained herein**, the **Inuit** may continue to harvest- ~~wildlife-in~~ all that ~~portion~~ of the **Thelon** Game Sanctuary located within the **Dene/Métis** Settlement Area to the same extent and in the same manner as **Dene/Métis**.

6.6 The **Dene/Métis** and Inuit undertake to make best efforts to ensure that the conservation integrity of the **Thelon**-Game Sanctuary is preserved through- the management regimes established for their settlement areas.

6.7 Notwithstanding anything contained **herein**, the **Inuit** have the right to cross **McTavish** Arm and **Dease Arm** of Great Bear Lake and carry on such harvesting thereon as may be necessary to maintain them **in their** use **of** the zone of overlapping use.

7. Protection of Water Rights .

7.1 The **Dene/Métis** waive any objection to the carrying forward into a final **Inuit** land claims agreement of provision 8.7.9 of the ~~**Inuit Water Rights sub-agreement**~~ concluded between the **Inuit and the** Government of Canada (initialled December 11, 1985).

7.2 The Inuit waive any objection to the carrying forward into a final **Dene/Métis** -land claims agreement of provision 27.2.4 of the agreement-in-principle concluded between the **Dene/Métis** and the Government of Canada.

8. Land Selection

8.1 The **Dene/Métis** and **Inuit** undertake **not** to select **or** own lands or any interest therein ~~in the~~ settlement area of the other party pursuant to their land selection and land ownership provisions of their agreements-in-principle or any subsequent agreements dealing with like subject matter in the zone of overlapping use. These undertakings **shall not extend to** any rights to land that may **be** obtained through laws ~~of general application~~.

9. Non-Renewable Resource Development

9.1 The parties undertake **not to claim any royalties, rents** or other rights derived from non-renewable resource development ~~in the settlement area of the other party~~ except as can be obtained through laws of general application. These undertakings shall not inhibit Inuit or **Dene/Métis** from obtaining **employment** in each other's settlement area.

10. Renewable Resource Development

10.1 The parties agree that the **economic benefits from sport** and commercial development of wildlife, excluding trapping, **shall belong exclusively to the party in** whose settlement area the renewable resource development occurs. These undertakings shall not ~~inhibit Inuit~~ or

Dene/Métis from concluding cooperative ventures in relation to renewable resource development.

11. Geographic co-ordinates of Boundaries

11.1 The map co-ordinates of boundaries depicted in Schedules A and B shall be set out in Schedule C.

12. Mutual Protection of Rights

12.1 It is the intention of the parties that this agreement shall form part of the final agreements of both parties.

12.2 The parties undertake to avoid any inconsistency or conflict between this agreement and any other provision of their respective final agreements.

DATED at _____ --, this day of October, 1989.

For the Tunagivik Federation
of **Nunavut**

For the Dene Nation

For the **Métis** Association
of the Northwest Territories

SCHEDULE 'A' - TO BE SUPPLIED

SCHEDULE 'B' - TO BE SUPPLIED

SCHEDULE 'C', BEING MAP CO-ORDINATES OF THE SINGLE LINE BOUNDARY,

THE DENE/MÉTIS AREA OF OVERLAPPING USE AND

INUIT AREA OF OVERLAPPING USE

part 1: Single Line Boundary

The geographic co-ordinates dividing the settlement areas shall commence at the intersection: of 102°00'W longitude and 60°00'N latitude, and

Thence shall proceed due north to the boundary of the Thelon Game Sanctuary at the intersection of 102°00'W longitude and 63°12'N latitude, and

Thence in a straight line northwest to the intersection of 103°20'W longitude and 63°58'N latitude, and

Thence on a straight line northwest to the Thelon River at the intersection of 103°45'W longitude and 64°07'N latitude, and

Thence in a straight line generally west and north to the intersection of 105°00'W longitude and 64°22'N latitude, and

Thence in a line generally west and north to the western boundary of the Thelon Game Sanctuary at the intersection of 105°38'W longitude and 64°28'N latitude, and

Thence in a line generally west and north to the intersection of 106°15'W longitude and 64°38'N latitude, and

Thence south and west to the intersection of 107°00'W longitude and 64°35'N latitude, and

Thence generally south and west to the intersection of 107°18'W longitude and 64°28'N latitude, and

Thence in a straight line generally west and north to the intersection of 110°00'W longitude and 64°56'N latitude, and

Thence in a straight line generally north and west to the intersection of 111°52'W longitude and 65°23'N latitude, and

Thence in a straight line generally north and west to the intersection of 120°40'51"W longitude and 68°00'N latitude at the southeastern corner of the Inuvialuit Settlement Region.

Thence due north to the intersection of 11 0" 08'W longitude and 66°02'N latitude, and

Thence southwest to the intersection of 111°00'W longitude and 65°48'N latitude, and

Thence generally west to the intersection of 111°05'W longitude and 65°48'N latitude, and

Thence generally north to the intersection of 111°12'W longitude and 66°02'N latitude, and

Thence generally southwest to the intersection of 111°45'W longitude and 65°52'N latitude, and

Thence generally north and west to the intersection of 112°10'W longitude and 66°19'N latitude, and

Thence south and west to the intersection of 113°00'W longitude and 65°46'N latitude, and

Thence generally west and north to the intersection of 113°18'W longitude and 65°47'N latitude, and

Thence generally north to the intersection of 113°10'W longitude and 66°00'N latitude, and

Thence north following the shore of Takijuk Lake to the intersection of 112°56'W longitude and 66°34'N latitude and

Thence generally north to the southern shore of Inulik Lake at the intersection of 113°00'W longitude and 66°44'N latitude, and

Thence north and west to the intersection of 113°04'W longitude and 66°46'N latitude, and

Thence south and west to the intersection of 113°24'W longitude and 66°41'N latitude, and

Thence generally northwest to the intersection of 113°30'W longitude and 66°45'N latitude, and

Thence generally north and west to the intersection of 114°00'W longitude and 67°00'N latitude, and

Thence generally northwest to the intersection of 114°30'W longitude and 67°18'N latitude, and

Thence northwest in generally a straight line to the intersection of 117°00'W longitude and 67°58'N latitude, and

Thence west and north to the intersection of 118°00'W longitude and 67°11'N latitude, and

Thence west and north to the intersection of **119°00'W longitude** and **67°20'N** latitude, and

Thence north and west to the-northeastern corner of Bluenose Lake at the intersection of **119°30'W** longitude and **67°30'N** latitude, and

Thence northwest to the intersection of **120°00'W** longitude and **69°00'N** latitude, and

Thence north and west to the **Inuvialuit** Settlement Region Boundary at the intersection of **120°40'51"W** longitude and **69°13'N** latitude.

Part 3: Inuit Area of Overlapping Use

The geographic co-ordinates of the Inuit extent of land use for the purpose of defining the overlap area commences at the intersection of 107°00'W longitude and 64°35'N latitude, and it thence

Proceeds generally south and west to the intersection of 107°18'W longitude and 64°28'N latitude, and.

Thence generally west and north to the intersection of 107°40'W longitude and 64°27'N latitude, and

Thence generally northwest to the intersection of 108°00'W longitude and 64°38'N latitude, and

Thence generally west to the intersection of 108°20'W longitude and 64°39'N latitude, and

Thence south to the intersection of 108°22'W longitude and 64°30'N latitude, and

Thence south to the intersection of 108°18'W longitude and 64°22'N latitude, and

Thence generally south and west to the intersection of 108°31'W longitude and 64°11'N latitude, and

Thence generally west following the northern shores of Aylmer River and Outram Lakes to the intersection of 110°15'W longitude and 64°03'N latitude at the eastern shore of MacKay Lake, and

Thence generally west to the intersection of 110°48'W longitude and 64°08'N latitude, and

Thence generally east to the intersection of 110°15'W longitude and 64°10'N latitude, and

Thence generally north and east to the intersection of 110°00'W longitude and 64°20'N latitude, and

Thence generally west to the intersection of 110°30'W longitude and 64°22'N latitude, and

Thence generally west and north to the intersection of 111°00'W longitude and 64°28'N latitude, and

Thence generally west and north to the intersection of 111°30'W longitude and 64°35'N latitude, and

Thence northwest to the intersection of 112°00'W longitude and 64°46'N latitude, and

Thence northwest to the **intersection** of **112°30'W** longitude and **64°58'N** latitude, and

Thence generally west and north following a straight line to the intersection of **114°30'W** longitude and **65°20'N** latitude, and

Thence generally west and north following a straight line to the intersection of **116°00'W** longitude and **65°41'N** latitude, and

Thence generally west and **north** **in** a straight line to the intersection of **117°40'W** longitude and **66°00'N** latitude, and

Thence north and west following the shores of Great Bear Lake to east of **Clearwater** Bay at the intersection of **121°25'W** longitude and **66°48'N** latitude, and

Thence generally north and west **to** the eastern shore **of Horton** Lake . at the intersection of **122°16'W** longitude and **67°25'N** latitude, and

Thence generally north **following the shore** of **Horton Lake** and then generally east and north **to the southeast** corner--of the **Inuvialuit** Settlement Boundary at the intersection of **120°40'51"W** longitude and **68°00'N** latitude.

ADDRESS TO THE LEGISLATIVE ASSEMBLY ON
THE TOPIC OF THE CONSTITUTIONAL FUTURE
OF THE NORTHWEST TERRITORIES

Sector: Land Claims Information

10-1-26

Policy Material/Related Library

NWT
LA
TFN
Add
1989

ADDRESS TO THE
NWT LEGISLATIVE ASSEMBLY,

BY THE
TUNGAVIK FEDERATION OF NUNAVUT,

ON THE TOPIC OF THE
CONSTITUTIONAL FUTURE OF THE
NORTHWEST TERRITORIES

NORMAN WELLS, NWT

OCTOBER 31, 1989

Government Library
Government of N.W.T.
Lang #
Yellowknife, N.W.T.
XIA 2L9



ᓄᓇᓂᓄᓂ ᓄᓇᓕᓂᓂᓄᓂ
ᐱᓄᓂᓄᓂ, ᐱᓄᓂᓄᓂᓄᓂ
Nunavut Land Claims
Suite 1200
130 Slater Street
Ottawa, Ontario
K1P 6E2
(613) 238-1096

TABLE OF CONTENTS

1. TFN Address to the **NWT Legislative** Assembly.

2. Appendix One: Proposed **Nunavut Territory** Provisions of an Agreement-in-Principle

3. Appendix Two: Proposed Boundary-, Overlap and **Wildlife and Environmental** Resource Management Agreement Between the **Inuit** of Nunavut and the **Dene/Métis** of Denendeh.

ON BEHALF OF THE TUNGAVIK FEDERATION OF **NUNAVUT** -- BETTER KNOWN TO EVERYONE AS TFN -- I WOULD LIKE TO BEGIN BY THANKING MEMBERS OF THE ASSEMBLY FOR THEIR INVITATION **TO APPEAR** TODAY.

OUR TOPIC TODAY IS THE CONSTITUTIONAL FUTURE OF THE NORTHWEST TERRITORIES (NWT). A FORMIDABLE AND CRUCIAL TOPIC. **MY** COLLEAGUES AND I WILL SUMMARIZE **TFN'S** KEY POSITIONS WITH RESPECT TO THIS MATTER. WE WILL THEN OFFER **SEVERAL** RECOMMENDATIONS AS TO HOW MEMBERS OF THE ASSEMBLY CAN HELP BRING ABOUT ORDERLY AND SATISFACTORY POLITICAL CHANGE **IN THE NORTH**.

TFN HAS THREE KEY POSITIONS.

FIRST, THE **INUIT** OF NUNAWT REMAIN FIRMLY COMMITTED TO THE CREATION OF A NEW NUNAWT TERRITORY IN THE EASTERN ARCTIC CO-EXTENSIVE WITH THE TFN LAND CLAIM SETTLEMENT AREA: **HENCE, DIVISION OF** THE EXISTING NWT INTO TWO NEW TERRITORIES MUST BE THE **CENTRAL FEATURE-OF** FUTURE CONSTITUTION MAKING. TFN TABLED ITS POSITION **ON DIVISION** OF THE NWT WITH THE FEDERAL GOVERNMENT EARLIER THIS YEAR. THIS POSITION IS INCLUDED AS APPENDIX ONE TO THIS ADDRESS.

SECOND , **INUIT** HAVE BEEN, AND WILL CONTINUE TO BE, FLEXIBLE **AND** PRAGMATIC ABOUT THE PROCESS TO CREATE **NUNAVUT**.

THIRD , JUST AS THE **INUIT** OF **NUNAVUT ARE** CONSCIOUS OF THE DIFFERENCES BETWEEN THEMSELVES **AND** THE OTHER PEOPLES OF THE NWT, THEY ARE ALSO MINDFUL OF ENDURING SIMILARITIES. IN ACCOMMODATING

THE DISTINCTIVE IDENTITIES OF ITS EASTERN AND WESTERN HALVES, WE ARE OPTIMISTIC THAT DIVISION WILL MAKE US CLOSER FRIENDS AND BETTER NEIGHBORS.

ALLOW ME TO EXPAND A LITTLE ON EACH OF THESE THREE POINTS.

I HAVE SAID THAT THE **INUIT OF NUNAVUT** REMAIN COMMITTED TO THE CREATION OF A NEW **NUNAVUT** TERRITORY. THE STRENGTH AND **DURABILITY** OF THIS COMMITMENT SHOULD BE **OBVIOUS TO ALL**. SINCE THE APPEARANCE OF MODERN **INUIT** POLITICAL **ORGANIZATIONS** ~~IN THE EARLY 1970s~~, **INUIT** REPRESENTATIVES HAVE CALLED CONSISTENTLY AND REPEATEDLY -FOR THE CREATION OF **NUNAVUT**. THE PLEBISCITE OF 1982 REVEALED **TO** THE WORLD WHAT THOSE OF US WHO LIVE IN NUNAVUT HAD LONG REALIZED: THAT THE PEOPLE OF NUNAVUT SEEK TO APPLY--THE- PRECEDENTS AND TRADITIONS OF CANADIAN FEDERALISM IN ORDER TO CREATE A NEW TERRITORY WHICH COMBINES BOTH A SECURE "CULTURAL FUTURE FOR ITS ABORIGINAL MAJORITY WITH DEMOCRATIC GUARANTEES FOR ALL. SINCE THE PLEBISCITE, AND THE ENDORSEMENT OF ITS RESULTS BY THIS ASSEMBLY, NOTHING HAS HAPPENED TO DENY ITS RESULTS.

SUCCESSIVE MEMBERS OF PARLIAMENT FOR NUNATSIAQ, REPRESENTING DIFFERENT POLITICAL PARTIES, HAVE URGED ACTION ON DIVISION. SUCCESSIVE FEDERAL MINISTERS ~~OF INDIAN AFFAIRS AND~~ NORTHERN DEVELOPMENT, ALSO ~~REPRESENTING DIFFERENT POLITICAL PARTIES~~, HAVE SOUGHT TO FACILITATE DIVISION. SUCCESSIVE PRIME MINISTERS OF DIFFERENT POLITICAL PERSUASIONS HAVE LOCATED THE CREATION OF

NUNAVUT WITHIN THE BROADER ISSUES OF CONSTITUTIONALLY ENTRENCHED ABORIGINAL RIGHTS TO SELF-GOVERNMENT. LEADERS OF STATURE THROUGHOUT CANADA HAVE CONSISTENTLY CITED NUNAVUT AS A CONSTRUCTIVE EXAMPLE OF HOW THE NEEDS OF ABORIGINAL PEOPLES AND OF PUBLIC GOVERNMENT CAN BOTH BE SERVED

MEMBERS OF THIS ASSEMBLY FROM THE NUNAVUT AREA HAVE SPOKEN WITH GROWING AWARENESS AS TO **THE** DAY-TO-DAY IRRITANTS **THAT ARISE FROM** THE FICTION THAT EAST AND WEST CONSTITUTE **A SINGLE**, UNIFORM, UNITED JURISDICTION . THESE MEMBERS HAVE POINTED OUT THAT SUCH IRRITANTS MUST NOT BE LIGHTLY DISMISSED AS THE REGIONAL AND COMMUNITY RIVALRIES THAT **CHARACTERIZE** ANY POLITICAL SYSTEM; RATHER, **THEY** REFLECT A FUNDAMENTAL DISHARMONY IN THE BODY POLITIC OF THE NORTHWEST TERRITORIES WHICH MUST EITHER FIND SOME POSITIVE OUTLET OR DETERIORATE INTO EVER-HARsher-LEVELS **OF** DISCOMFORT

WE EARNESTLY WANT ALL MEMBERS OF THIS HOUSE TO HELP **INUIT** TO ACHIEVE NUNAWT, FOR DIVIDING-- THE NWT SHOULD BE CONDUCTED IN AN ATMOSPHERE OF **COOPERATION AND FRIENDLINESS. HOWEVER**, IT IS IMPORTANT THAT POLITICIANS" OUTSIDE NUNAVUT WHO HAVE AUTHORITY TO CONTRIBUTE TO DECISIONS ABOUT NUNAVUT DEAL WITH THIS ISSUE FAIRLY AND SQUARELY. AFTER ALL, NUNAVUT , AT HEART IS A SIMPLE PROPOSITION . WE WILL **OBJECT STRONGLY** IF--SOME-POLITICIANS-IN THE NORTH SOUR THE POLITICAL ATMOSPHERE IN WHICH NUNAWT **IS** BEING DISCUSSED BY PLAYING **GAMES** IN- **ORDER TO OBSCURE THE ISSUE AND** TO DELAY DIVISION. SUCH TACTICS-ARE INAPPROPRIATE FOR THE ISSUE IS

NOT GOING TO GO AWAY.

IT IS MY UNDERSTANDING THAT THE RESOLUTIONS **OF** THIS HOUSE FOLLOWING THE PLEBISCITE ON DIVISION IN 1982 REMAIN IN GOOD STANDING; AND THAT , THEREFORE, THIS HOUSE ACCEPTS THAT **CURRENT CONSTITUTIONAL ARRANGEMENTS** IN THE NWT WILL GIVE WAY TO TWO NEW CONSTITUTIONS AND TWO NEW TERRITORIES. I **CONGRATULATE** CURRENT AND PREVIOUS MEMBERS OF THIS HOUSE FOR THEIR **FAR-SIGHTEDNESS IN ADOPTING THESE** VIEWS AND THEIR TENACITY IN **MAINTAINING THEM.**

AS YOU ARE AWARE, IT IS LIKELY THAT **TFN WILL** CONCLUDE AN **AGREEMENT-IN-PRINCIPLE** IN THE **WEEKS AHEAD** ON THE SETTLEMENT **OF INUIT** TERRITORIAL RIGHTS IN **NUNAVUT**. UNLIKE SOME AGREEMENTS-IN-PRINCIPLE INITIALED IN THE PAST, THE TFN AGREEMENT-IN-PRINCIPLE **WILL** BE COMPREHENSIVE AND DETAILED. ACCORDINGLY, BOTH TFN AND THE FEDERAL GOVERNMENT INTEND TO CONVERT IT-QUICKLY INTO A. FINAL **AGREEMENT**. IN SO DOING, WE DO NOT **ENVISAGE ANY NEED TO RENEGOTIATE** MATTERS OF PRINCIPLE OR SUBSTANCE. THESE MATTERS HAVE ALREADY **BEEN DEALT** WITH TO THE SATISFACTION **OF** BOTH GOVERNMENT AND TFN. FOLLOWING THE SIGNING OF THE AGREEMENT-IN-PRINCIPLE ONLY TWO MAJOR NEGOTIATING TASKS REMAIN: TO NEGOTIATE A PLAN TO IMPLEMENT THE FINAL AGREEMENT, AND TO DECIDE WHICH SPECIFIC **TRACTS** OF LAND **INUIT** WILL OWN .

THE TFN AGREEMENT-IN-PRINCIPLE HAS MAJOR IMPLICATIONS FOR THE COURSE OF CONSTITUTIONAL DEVELOPMENT IN THE **NWT**. CLEARLY, -THE MAIN

IMPLICATION WILL BE TO UNDERSCORE THE NECESSITY AM--URGENCY OF DIVISION .

THE FINAL AGREEMENT WILL 'SET UP, ON A **NUNAVUT-WIDE** BASIS, A CAREFULLY CONSTRUCTED SET OF BOARDS WITH DECISION-MAKING POWERS TO ENSURE RESOURCE MANAGEMENT IS CONDUCTED WITH SIGNIFICANT PUBLIC INPUT , WITH AN APPRECIATION-OF **SPECIAL ABORIGINAL RIGHTS AND INTERESTS**, AND WITH DUE RECOGNITION OF UNDERLYING **PRINCIPLES** OF CONSERVATION AND THE MAXIMIZATION OF **REGIONAL AND LOCAL** BENEFITS. ALL OF THESE BOARDS **WILL HAVE** THE SAME --GEOGRAPHIC MANDATE: **NUNAVUT**. THEIR MEMBERSHIPS WILL REFLECT-THEIR GEOGRAPHIC MANDATES. THEY WILL REGULATE RESOURCE-USE **AND** DEVELOPMENT OVER TWO BROAD CATEGORIES OF LANDS: CROWN-OWNED LANDS AND **INUIT-OWNED** LANDS.

THESE BOARDS WILL OPERATE BEST IN A NEW TERRITORY WHOSE JURISDICTIONAL BOUNDARIES MATCH WITH THEIR **OWN**. THAT IS, THEY WILL OPERATE MOST EFFECTIVELY IN A **NUNAVUT** TERRITORY, AND THEY **WILL** RELATE BEST TO A NUNAWT GOVERNMENT

IN AN UNDIVIDED NWT, THE STRUCTURES CREATED BY A TFN SETTLEMENT COULD EASILY DEVELOP AMBIVALENT, IF NOT OUTRIGHTLY ANTAGONISTIC RELATIONSHIPS WITH A **TERRITORIAL** GOVERNMENT LOCATED A LONG DISTANCE AWAY . IN ANY EVENT, THE SOON-TO-BE-CONCLUDED **TFN** LAND CLAIM SETTLEMENT, IMPOSED ON TOP OF THE CONSTITUTIONAL STATUS QUO, COULD LIKELY LEAD TO A SPLINTERING OF INSTITUTIONAL **AND** BUREAUCRATIC LOYALTIES, AND RETARD COHERENT Governance

JUST AS IMPORTANT, SUCH A SITUATION WOULD BE CUMBERSOME FOR THE OIL , GAS AND MINERAL INDUSTRIES WHICH ALREADY COMPLAIN OF OVER-REGULATION IN THE NORTH. DIVIDING THE NWT ~~AT~~ THE SAME TIME THAT OUR FINAL AGREEMENT IS IMPLEMENTED WILL SIMPLIFY THE DEVELOPMENTAL RULES OF THE GAME AND, HOPEFULLY, STIMULATE INVESTMENT IN THE NORTH.

LET ME TURN TO WHAT I DESCRIBER EARLIER AS AS THE SECOND OF **TFN'S** KEY POSITIONS; NAMELY, **THAT INUIT** HAVE BEEN, AND WILL CONTINUE TO BE, FLEXIBLE AND **PRAGMATIC** ABOUT THE PROCESS THAT CREATES **NUNAVUT**.

SINCE **INUIT** FIRST ASSERTED THEMSELVES IN CONTEMPORARY CANADIAN POLITICAL LIFE, WE HAVE ARGUED FOR A NEW TERRITORY **IN WHICH INUIT** AND THE NEWCOMERS TO OUR HOMELAND COULD-E--TOGETHER, WRITE A BRAVE CHAPTER IN CANADA'S HISTORY. IN 1979, **INUIT** ORGANIZATIONS TOOK THE FIRST STEP IN BRIDGING **LONG-ESTABLISHED HOSTILITY** BETWEEN THE ABORIGINAL ASSOCIATIONS AND THE GOVERNMENT OF THE NWT BY APPEARING BEFORE THIS HOUSE TO SEEK SOME COMMON UNDERSTANDING AND COMMON PURPOSE. LATER, WHEN LEADERS FROM THE-WEST URGED THAT THE- PEOPLES OF ALL PARTS OF THE **NWT** BE ALLOWED TO VOTE IN PLEBISCITE ON DIVISION, WE AGREED. WHEN IT WAS FURTHER SUGGESTED THAT THE LEGISLATIVE ASSEMBLY AND **THE ABORIGINAL ASSOCIATIONS WORK TOGETHER** IN DEVELOPING TWO NEW CONSTITUTIONS, WE AGREED TO JOIN THE CONSTITUTIONAL ALLIANCE WITH THE PROVISIO THAT A-- NUNAVUT

CONSTITUTIONAL FORUM BE CREATED SO AS TO FOCUS THE EFFORTS OF **NUNAVUT** RESIDENTS ON DEVELOPING A **NUNAVUT** CONSTITUTION.

WE HAVE MADE EVERY EFFORT TO NEGOTIATE A REASONABLE BOUNDARY LINE FOR DIVISION WITH BOTH ABORIGINAL AND NON-ABORIGINAL RESIDENTS OF THE WEST. WHEN WESTERN POLITICIANS CATEGORICALLY REJECTED A TREELINE BOUNDARY WE AGREED, AFTER MUCH THOUGHT AND DISCUSSION, TO CONFINE NUNAVUT TO OUR LAND CLAIM SETTLEMENT AREA.

IN MAY 1986, FOLLOWING TWO-AND-A-HALF YEARS **OF** DISCUSSION, NEGOTIATORS FROM TFN AND THE **DENE/MÉTIS** NEGOTIATIONS SECRETARIAT INITIALLED A BOUNDARY AND OVERLAP AGREEMENT TO DEMARCATÉ OUR RESPECTIVE LAND CLAIM SETTLEMENT AREAS AND TO PROVIDE FOR COOPERATIVE MANAGEMENT OF NATURAL RESOURCES IN OUR ZONE OF OVERLAPPING LAND USE.

IN **JANUARY**, 1987, WE COMMITTED OURSELVES SOLEMNLY TO THE **IQALUIT** AGREEMENT, AN AGREEMENT WHICH WE UNDERSTOOD TO BIND ALL ITS SIGNATORIES AND SUPPORTERS TO **WORK** ACTIVELY AND SINCERELY TO ACCOMPLISH ITS **AGENDA** FOR CREATING TWO NEW TERRITORIES. IN PARTICULAR, THIS AGREEMENT ENDORSED A LAND CLAIMS BOUNDARY BETWEEN THE **INUIT** AND **DENE/MÉTIS** LAND CLAIM SETTLEMENT AREAS AS THE BOUNDARY TO **SEPARATE** THE TWO NEW TERRITORIES, AND **PROMISED A SECOND** TERRITORIAL-WIDE PLEBISCITE...!N+W-A GCEPTABILITY OR OTHERWISE OF THIS BOUNDARY. WE REMAIN FAITHFUL STILL **TO THE IQALUIT** AGREEMENT.

DESPITE OUR INITIAL AND ABIDING PREFERENCE THAT **THE** MAJOR ELEMENTS OF POLITICAL DEVELOPMENT **BE** NEGOTIATED **AT** A **SINGLE "LAND CLAIMS"** TABLE, ALONG WITH PROPERTY AND OTHER RIGHTS, WE HAVE BEEN WILLING TO RISK SCHIZOPHRENIA BY PURSUING OUR AGENDA IN NUMEROUS FORUMS. WHILE FIRM ON MATTERS OF **PRINCIPLE** ~~AND~~ OBJECTIVE, WE HAVE BEEN WILLING TO DISCUSS AND ADOPT VERY CAUTIOUS **TIMETABLES** FOR IMPLEMENTATION .

FOR MORE THAN A DECADE-AND-A-HALF, WE HAVE BEEN ~~FLEXIBLE~~ ~~AND~~ PRAGMATIC. WE HAVE BEEN CONCILIATORY, **PATIENT**, AND FAIR. MOREOVER, WE HAVE MADE **EVERY EFFORT** TO UNDERSTAND THE **FEARS AND** ACCOMMODATE THE ASPIRATIONS OF OTHERS.

THE LENGTH OF OUR STRUGGLE HAS TESTED OUR PATIENCE. BUT **IT HAS** ALSO TAUGHT US A NUMBER OF **THINGS**.

WE HAVE LEARNED THAT SOME PEOPLE ARE FAR MORE ~~COMFORTABLE~~ STUDYING ISSUES THAN RESOLVING THEM. ~~THE~~ FIRST LAW OF **CONSTITUTIONAL** CHANGE IN THE NORTH SEEMS TO BE THAT **THE AVAILABILITY** OF RESEARCH AND CONSULTATION MONEYS IS INVERSELY RELATED TO THE LIKELIHOOD THAT THE **WORK** PRODUCED WILL ACHIEVE ANYTHING.

WE HAVE ALSO LEARNED THAT A DOUBLE **STANDARD IS** OFTEN APPLIED TO VARIOUS ASPECTS OF CONSTITUTIONAL CHANGE. THOSE PEOPLE WHO ARE OPPOSED TO DIVISION INSIST THAT THERE BE VIRTUAL UNANIMITY OF SUPPORT FOR DIVISION, **ALMOST-DOWN TO EVERY LAST MAN, WOMAN, CHILD,**

AND CARIBOU, PRIOR TO MOVING FORWARD ON THE ISSUE. YET, ON OTHER KEY TOPICS OF POLITICAL DEVELOPMENT -- RANGING FROM **DEVOLUTION**, TO NORTHERN ENERGY ACCORD DISCUSSIONS, TO **RE-DRAWING** ELECTORAL BOUNDARIES -- DIFFERENT STANDARDS OF CONSENSUS APPLY. _

WE DO NOT SEEK AN UNQUALIFIED VETO ON ALL MAJOR POLITICAL QUESTIONS FACING THE NORTH; AFTER **ALL DEMOCRACY** PRESUPPOSES MAJORITY AND MINORITY OPINIONS EVEN WHILE SEARCHING FOR AS MUCH MIDDLE GROUND AS POSSIBLE. BUT WE ALSO REJECT-THAT CORE AND LEGITIMATE **INUIT ASPIRATIONS** BE SUBJECT TO THE PERPETUAL VETOS OF OTHERS. -IN-THIS REGARD WE NOTE THAT THE UNWILLINGNESS OF THE **DENE/MÉTIS** TO RATIFY THE MAY 1986 BOUNDARY AND OVERLAP AGREEMENT VIRTUALLY HALTED THE CONSTITUTION BUILDING AND **DIVISION PROCESSES**. _ -

THE FINAL THING WE HAVE **LEARNED** IS THAT **PRE-OCCUPATION** WITH ISSUES OF PROCESS IS FAR TOO OFTEN A SUBSTITUTE FOR TOUGH DECISIONS **ABOUT** ISSUES OF SUBSTANCE. THIS IS MANIFEST IN **ALL-TOO-LENGTHY** DISCUSSIONS THAT SKIRT THE FUNDAMENTAL ISSUE AT **HAND**, -- **YET**, STRIPPED OF ALL ITS **BAGGAGE**, **THE** CONCEPT OF A **NUNAVUT** TERRITORY-IS QUITE SIMPLE . INDEED , STRAIGHT-FORWARDNESS IS ITS MOST DISTINGUISHING FEATURE IN COMPARISON WITH MANY PROPOSALS FOR CONSTITUTIONAL CHANGE IN CANADA AND THE NORTH.

I BELIEVE IT IS THE DUTY **OF** THE MEMBERS OF THIS HOUSE TO COME TO GRIPS WITH THE ISSUE OF DIVISION. **TO** CONSULT THEIR CONSCIENCES AND CLEARLY STATE THEIR POSITIONS. TO DEMONSTRATE LEADERSHIP, WITH ALL

ITS RISKS AND REWARDS. ABOVE ALL, TO INSIST ON CLARITY AND DIRECTION IN PUBLIC POLICY MAKING. TO PREVENT_ PROCESS FROM OVERSHADOWING SUBSTANCE. TO RESIST ~~THE~~ SUPERFICIALLY ATTRACTIVE OPTION OF "BUYING **TIME**" THROUGH FURTHER REPORTS, MORE CONFERENCES, NEW TALK FACTORIES. FROM **OUR** PERSPECTIVE, THE WORK OF THE **NUNAVUT** CONSTITUTIONAL FORUM AND OTHER **INUIT** ORGANIZATIONS HAS MAPPED OUT AS CLEARLY AND SUCCINCTLY AS IS ~~POSSIBLE~~ ~~WHAT IS MEANT BY~~ A **NUNAVUT** TERRITORY. SURELY THE **PEOPLES** OF THE **m** DO NOT NEED ANOTHER FIFTEEN YEARS OF DEBATE. CERTAINLY, THE **INUIT** DO NOT.

THE THIRD TFN POSITION THAT I ~~WISH TO~~ TALK TO YOU ABOUT IS OUR BELIEF THAT DIVISION OF THE NWT CAN MAKE US-CLOSER FRIENDS, AND BETTER NEIGHBORS, AND ENABLE US TO DEAL MORE EFFECTIVELY WITH OTTAWA, THE PROVINCES, AND SOUTHERN-BASED INDUSTRY.

WE DO NOT SEE THE CREATION OF A NUNAWT TERRITORY AS A NEGATIVE OR DESTRUCTIVE ACT. WE SEE IT AS A REFLECTION OF THE DISTINCT IDENTITY AND COMMON BONDS OF THE PEOPLE OF **NUNAVUT**. SO, ~~TOO~~, WE SEE THE REDEFINITION **OF** CONSTITUTIONAL ARGUMENTS IN THE WEST AS A NECESSARY STEP IN THE EVOLUTION OF ITS POLITICAL PROCESS.

NOR DO WE SEE THE CREATION OF A **NUNAVUT** TERRITORY AS THE END **OF OUR** DEALINGS WITH THE PEOPLE OF THE WEST. AT THE MOMENT **EAST AND** WEST ARE LIKE TWO GROWN UP SIBLINGS CRAMMED INTO A SINGLE ROOM OF A COMMON CANADIAN HOME. CANADA'S CONSTITUTION HAS ENOUGH SPACE TO ALLOW BOTH EAST AND WEST A MEASURE OF DISTANCE WHILE STILL LIVING

UNDER A COMMON ROOF. BY GROWING UP, WE DON'T HAVE TO GROW APART.

AS NUNAVUT LEADERS HAVE SAID ON MANY OCCASIONS AND IN MANY VENUES, WE SEEK A TIMETABLE FOR THE IMPLEMENTATION OF DIVISION THAT WILL MINIMIZE, IF NOT ELIMINATE ALTOGETHER, ADMINISTRATIVE, ECONOMIC, OR HUMAN DISRUPTION. ALTHOUGH THE CURRENT BUILDING BOOM IN YELLOWKNIFE AND THE PROSPECT OF A NEW GAS PIPELINE IN THE MCKENZIE VALLEY SHOULD SEEM TO MAKE THE WHOLE MATTER ACADEMIC, LET ME GO OUT OF MY WAY TO EMPHASIZE THAT IN DIVIDING ~~THE~~ NWT WE WILL AGREE ~~TO~~ ANY REASONABLE MEASURES DESIGNED TO CUSHION ANY ADVERSE IMPACT ON THE CAPITAL CITY, ON THE TERRITORIAL GOVERNMENT WORK FORCE, AND ~~ON~~ ALL OTHER ECONOMIC INTERESTS IN THE WEST.

THE DIRECTION OF CONSTITUTIONAL CHANGE IN THE NORTH MUST BE DEFINITELY SET SO WE CAN END OUR INTERMINABLE DEBATES AND GET ON WITH ASSERTING COMMON NORTHERN-INTERESTS IN THE NATIONAL AGENDA AND WITH CONFRONTING THE SERIOUS PROBLEMS FACING THE ENTIRE CIRCUMPOLAR WORLD ON TOPICS RANGING FROM OZONE DEPLETION TO ARMS CONTROL.

I WILL CONCLUDE ~~MY~~ ADDRESS BY INVITING YOU TO TAKE A NUMBER OF CONCRETE STEPS. THE **INUIT OF NUNAVUT** URGE YOU TO DO THE FOLLOWING:

1. RE-STATE, IN CLEAR WORDS, YOUR COMMITMENT ~~TO THE CREATION OF~~ A **NUNAVUT** TERRITORY AND A WESTERN TERRITORY THROUGH THE DIVISION OF THE NWT.

2. COMMIT YOURSELVES TO A CLEAR TARGET DATE FOR DIVISION. FOR ITS PART, TFN BELIEVES THAT THE OCTOBER 1991-TARGET DATE LAID OUT IN THE IQUALUIT AGREEMENT CAN STILL BE MET. HOWEVER, TFN WOULD ALSO SUPPORT A SOMEWHAT_ LATER DATE, AS INDICATED IN APPENDIX ONE, PROVIDED **EVERYONE** IS PREPARED TO STICK TO IT.

3. HELP BREAK THE IMPASSE--OVER THE BOUNDARY TO DIVIDE THE NWT. WE SUGGEST THAT YOU DO THIS **BY SUPPORTING** THE BOUNDARY AND OVERLAP PROPOSAL, INCLUDED **AS APPENDIX TWO TO THIS** ADDRESS, THAT TFN RECENTLY MADE TO THE **DENE/MÉTIS**. WE FEEL THAT ALL PARTIES SHOULD LIVE BY AND LIVE UP TO THE MAY 1986 BOUNDARY AND OVERLAP AGREEMENT. NEVERTHELESS , OUR **BOUNDARY PROPOSAL** CONCEDES TO THE **DENE/MÉTIS** APPROXIMATELY 11,000 SQUARE MILES OF LAND IN THE SOUTHERN PORTION--OF THE **THELON** GAME SANCTUARY SOUTH TO THE BORDER BETWEEN-THE **NWT AND THE PROVINCES**, AND APPROXIMATELY 550 SQUARE MILES-OF--LAND **IMMEDIATELY TO THE WEST** OF THE THELON GAME SANCTUARY ----- IN-ADDITION, OUR PROPOSAL PROVIDES FOR **DENE/MÉTIS AS WELL AS INUIT TO** HUNT, FISH AND TRAP THROUGHOUT THE **THELON GAME** SANCTUARY. WE HOPE THIS PROPOSAL WILL BE ACCEPTED, AND WILL RESULT **IN A-LASTING** AGREEMENT.

4. MANDATE YOUR GOVERNMENT LEADER AND YOUR **MINISTER OF ABORIGINAL** RIGHTS AND CONSTITUTIONAL DEVELOPMENT TO JOIN WITH **INUIT** LEADERS TO NEGOTIATE WITH-OTTAWA THE **FINAL STEPS TO THE** CREATION OF NUNAVUT.

5. ASK THE GOVERNMENT LEADER TO ESTABLISH A "DIVISION SECRETARIAT" WITHIN THE TERRITORIAL GOVERNMENT IN ORDER TO PREPARE NOW FOR DIVISION NEGOTIATIONS. THIS SECRETARIAT SHOULD BE DIRECTED TO DEVELOP A DETAILED PLAN SPECIFYING HOW THE TERRITORY WILL BE DIVIDED.

INUIT OF NUNAWT AND, I BELIEVE, THE-OTHER PEOPLES OF THE NORTHWEST TERRITORIES, SEEK **CHANGE** AND SEEK LEADERSHIP TO EFFECT CHANGE. IT IS A TIME TO MOVE ON, A **TIME TO CONVERT DEBATES INTO EVENTS**. LET US MOVE FORWARD TOGETHER WITH CLEAR OBJECTIVES IN SIGHT AND **ACCEPT** NOTHING LESS THAN THE FULFILLMENT OF OUR GOALS. LET US BE BOLD IN OUR **PRAGMATISM** AND PRAGMATIC IN OUR BOLDNESS.

LADIES AND GENTLEMEN, I URGE YOU TO TAKE ACTION. CONSTITUTIONAL PROGRESS DELAYED IS CONSTITUTIONAL PROGRESS DENIED.

THANK YOU FOR YOUR ATTENTION. --

Without Prejudice

NUNAVUT TERRITORY PROVISIONS OF AN
AGREEMENT-IN-PRINCIPLE

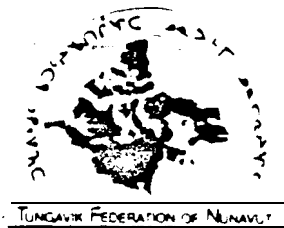
Tungavik Federation of Nunavut
June 2, 1989

1. **The** government of Canada undertakes to, on or **before** the fifth anniversary of the ratification of the Final Agreement, cause legislation to be enacted amending the **Northwest Territories Act** by dividing the Territories into two parts **and** erecting the Northeast segment thereof including the communities listed in Schedule 'A' into a separate **Territory** to be **called** "**Nunavut Territory**".

2. **The constitution** of **Nunavut Territory** shall be **in** all respects the same as the constitution of the Northwest **Territories** as erected under the **NorthWest Territories ACT**, save that the legislation referred to in paragraph 1 hereof shall provide:
 - (a) The English, the French, or the **Inuktitut language** may be used **by** any person **in** the debates of the legislature of **Nunavut**; and those languages shall be used in the respective records and journals of the legislature; and any of those languages may **be** used by any person or in any pleading or process in or issuing from any court of Canada established under the authority of the **Constitution Act**, 1871.- **The** ordinances of **the** legislature of **Nunavut Territory** shall be printed and **published** in **Inuktitut**.

 - (b) Notwithstanding anything contained in ss. 13 and 14 of the

Northwest Territories Act, residents of **Nunavut** Territory whose first language learned and still understood is Inuktitut have the right to have their children receive primary and secondary school **instruction in Inuktitut in** Nunavut.



ᐅᐅᐅᐅ ᐅᐅᐅᐅᐅᐅ
ᐅᐅᐅᐅᐅ ᐅᐅᐅᐅᐅᐅᐅ
Nunavut Land Claims
Suite 1200
130 Slater Street
Ottawa, Ontario
K1P 6E2
(613) 238-1096

File No. 50.504

October 17, 1989

Bill Erasmus, **Pres.**, Dene Nation.-
& Gary Bohnet, **Pres.**, **Metis Assoc.**
c/o Dene/Métis Negotiating. Secretariat
Box 1417
Yellowknife, N.W.T.
XIA 2P1

Gentlemen:

This letter and the attached **position paper** represent TFN's "final **offer**" to you on the long standing -issue of **the** boundary to separate our respective land claim **settlement areas**, and joint management of the zone of land on either side of the boundary used both by Inuit and **Dene/Métis**.

We understand fully that you cannot now accept--the **boundary** agreed to by our negotiators in May 1986 -- so we shall not ask you to do so. Instead, we are prepared **to alter** the **boundary** and **to concede** approximately 11,000 square miles of land **to you in the southern** portion of the **Thelon Game Sanctuary**, **south to the border between** the Northwest Territories (NWT) and the provinces, and 550 square miles of land immediately **to the** west of the **Thelon Game Sanctuary**. These changes mean that the **boundary-in and adjacent** to the **Thelon Game Sanctuary** is either congruent with or **beyond the line** of **Dene/Métis** maximum land use given to TFN by your negotiators in 1985. I want you to appreciate that we are making these concessions solely to make **it politically easier for you** to ratify a **boundary** between our settlement areas, -and **not** because you have made a case based on land use within "**living memory**" that land in the southern portion of the **Thelon Game Sanctuary** 'south to the provinces is better placed within your settlement area than ours.

Please note from the **attached sketch map** and the **geographical** coordinates in the schedules to our **position paper**, that the zone to **be** subject to joint management reflects actual **overlapping land** use as documented in the **report of the Inuit Land Use and Occupancy Project**, the update of this work performed a couple of **years** ago by Dr. Rick **Riewe**, and that documented **land** use information that you have, on occasion, **provided** to us **including the line of** maximum extent of **Dene/Métis** land use you gave to TFN in 1985. Please note

also that we have added about 1,100 square miles in the vicinity of Aylmer and McKay lakes to the area of overlapping land use. Inuit use of this land is well-documented in the Inuit Land-Use and Occupancy Project and its exclusion to date has been an oversight on our part.

Our actual overlapping land use, then, is confined to the north and west of the Thelon Game Sanctuary. Having pointed this out to you, I want to assure you that Inuit fully support the Dene/Métis position regarding continuation of the conservation status of the Thelon Game Sanctuary. Moreover, we have provided in section 6.4 of our position paper for Dene/Métis to harvest wildlife throughout the Thelon Game Sanctuary. This is a significant concession on our part which gives you most of what you have asked for in the last couple of years. In addition, section 6.3 of our position paper makes it absolutely clear that Dene/Métis have full and free access to the Contwoyto Lake area to hunt, fish and trap.

Since we met in Yellowknife in early September, we have consulted closely with those communities in the Kitikmeot and Keewatin regions most directly affected by the boundary and overlap issues. Our "final offer" to you reflects that consultation, for Inuit in the communities were not prepared to accept the boundary you put forward during our meeting in Yellowknife. In addition, I want to note that representatives of the Dene/Métis assured the TFN Board in Inuvik in late August that adjusting the boundary south of the Thelon Game Sanctuary, as we have now done, would be sufficient to resolve the Inuit - Dene/Métis land claims boundary issue once and for all.

My letter to you of September 28 noted that the management arrangements in our zone of overlapping land use would have to be acceptable to government. We feel it would serve no useful purpose to conclude an agreement with you on resource management in the overlap zone that would be rejected by government. In light of this, we have retained our approach to joint management of the overlap zone. Recently we have amended the wildlife management provisions of our agreement-in-principle to provide for representation by adjacent aboriginal peoples on the Nunavut Wildlife Management Board. This amendment, which is reflected in our position paper, will also provide for cooperative management of caribou herds upon which we both rely.

Inuit and Dene/Métis have been discussing boundary and overlap issues for over six years. The process has consumed far too much time and energy, and has been inordinately expensive. It is our impression that all parties with an interest in this matter, including the territorial and federal governments, want the issue resolved quickly. Indeed, governments currently see this issue as a test of the seriousness and realism with which we and you approach the negotiation of our land claims. We think it is

important that the boundary **issue** be **resolved** now so **that** we can provide both the federal and **territorial** governments **with** evidence that we are committed to completing our land **claim** negotiations and implementing our land **claim** settlements.

I know that the boundary and overlap question is very **difficult** for you, as it is also for us. Nevertheless, **now is the time** for **political** courage and leadership. We **await** your decision, **and look** forward to meeting you **in Norman Wells** on **October 23** and **24**. All the best.

Yours sincerely,



Donat Milortok
President

cc : TFN Executive

BOUNDARY , OVERLAP AND WILDLIFE AND ENVIRONMENTAL
RESOURCE MANAGEMENT AGREEMENT
BETWEEN ~~THE INUIT OF NUNAVUT~~ AND
THE ~~DENE/MÉTIS~~ OF DENENDEH

BETWEEN **Inuit of Nunavut** as represented by the ~~Tungavik~~
Federation of Nunavut (~~TFN~~),

AND **Dene/Métis** of Denendeh, as represented by the
Dene/Métis Negotiations Secretariat.

THE PARTIES AGREE AS FOLLOWSr-

1. General Provisions

1.1 The **objects** and purposes of this Agreement are:

- (a) to identify and agree upon a **continuous** single line that will delineate the boundary between the **Inuit** Land Claims Settlement **Area** and the **Dene/Métis** Land Claims Settlement Area;
- (b) to identify and agree upon the zone of overlapping land use of the **Inuit** and **Dene/Métis** based on land use within the living memory. ~~of the Inuit and the~~ **Dene/Métis**;
- (c) to commit the parties to protect the interests of the **Inuit** and the **Dene/Métis** in relation to wildlife and environmental management in **the overlap** area;
- (d) to commit the parties ~~to support the work of~~ existing management boards, and new management institutions created for their settlement areas, in protecting and conserving **shared caribou herds**; and

- (e) to provide for the mutual protection of rights regarding the quantity, quality and flow of fresh water.

2. Definitions

2.1 In this agreement,

"Dene/Métis" means those **Dene or Métis** who are **enroled or who will be enroled in a Dene/Métis Final Land Claims Agreement;**

"Harvesting" means harvesting within the meaning of the land claims agreement which applies to the settlement area in question and, for greater certainty, includes trapping;

"Inuit" means those **Inuit** who are **enroled or who will be enroled in the Inuit Final Land Claims Agreement;**

The phrase "the single line boundary" means the line marked as the single line **boundary** in Schedule A;

The phrase "the **Dene/Métis** area of overlapping use" means the entire extent of **Dene/Métis** land use and occupancy in the **Inuit Land Claim Settlement Area** depicted ~~as the~~ hatched area in Schedule B;

The phrase "the **Inuit** area of overlapping **use**" means the entire extent of Inuit land use and occupancy in the **Dene/Métis** Land Claim Settlement Area depicted ~~as the~~ cross-hatched area in Schedule **B;**

"Wildlife" means all flora and fauna *ferae naturae* including all terrestrial, aquatic, ~~avian and~~ amphibian *ferae naturae*, and all parts and products **thereof**; flora excludes trees suitable for the commercial production of lumber or other building materials, but includes materials required by the Inuit or the **Dene/Métis** for local use, land-based activities and handicraft production.

The phrase "map co-ordinates of boundaries **means** those geographic co-ordinates set. ~~out in Schedule G.~~

3. A Single Line Boundary Agreed Upon

3.1 The **single** line boundary depicted in Schedule A *forms the* boundary delineating the **Inuit** final land **claims** settlement area and the **Dene/Métis** final land claims settlement area from the southeastern corner of the **Inuvialuit** Settlement Area to the ~~intersection of~~ **60°00'N** latitude with 102°00'W longitude.

4. Area of Overlap

4.1 Notwithstanding the single line boundary identified in Schedule A, *the* Inuit **may continue to** harvest wildlife in the **Inuit** area of overlapping use to the same extent and in the same manner as the **Dene/Métis**.

4.2 Notwithstanding the single--line boundary identified in Schedule A, the **Dene/Métis** may continue to harvest wildlife in the **Dene/Métis** area of **overlapping use** to the same extent and in the **same** manner as **Inuit**.

5. Resource Management

5.1 Consistent with their agreement-in-principle, the **Dene/Métis** undertake to **carry** forward into their final agreement those provisions of their **agreement-in-principle**, specifically 28.1.5 and 28.3.8(b), guaranteeing Inuit representation on those environmental management bodies **making** decisions within **their** jurisdictions in relation to the **Inuit** area of overlapping use where the responsible **Inuit** organization so requests.

5.2 Consistent with their agreement-in-principle, the **Inuit** undertake to carry forward **into** their **final** agreement those provisions, specifically 6.8.1 of the Land Use Planning sub-agreement (**initialled - July --24, 1984**), 7.5.3(b) and **7.10.1 of the Development Impact sub-agreement** (**initialled December- 13, 1988**), and 8.4.4 of the Water sub-agreement (initialled January 18, 1985), guaranteeing **Dene/Métis** representation on **those** environmental management bodies-making decisions within **their** jurisdictions in relation to the **Dene/Métis** area of overlapping use where the responsible **Dene/Métis** organization so requests.

6. Wildlife

6.1 The Dene/Métis undertake to include the following provision within their final **agreement**:

"When the wildlife management **board** established for the **Dene/Métis settlement** area is making a decision regarding the Inuit area

of overlapping use, and where the responsible **Inuit** organization, upon due notice, so *requests*, the **Minister** -responsible for Northern Affairs shall **appoint to** the board a **nominee** of the responsible **organization, and** may appoint a nominee of government.

6.2 The **Inuit** undertake -to carry forward to their **final** agreement the following **provision:**

"When the NWMB is making a--decision. regarding wildlife in a portion of Nunavut **which is** also **being** used by **aboriginal** persons who are party to an adjacent aboriginal land **claims_** settlement agreement, and where **the** organization responsible for--the- agreement requests representation to- - **the -- NWMB,** representation shall be ~~provided in the~~ following manner.

"The Minister responsible for-Northern Affairs shall appoint to the Board a nominee of the responsible organization and -may appoint to the Board a nominee of the government."

6.3 For greater certainty, the **Dene/Métis** have the right to continue to harvest in the waters of **Contwoyto** Lake, and in the lands surrounding **Contwoyto-Lake, as** depicted-in-Schedule **B, to the** same extent-and- ~~in the same manner as~~ **Inuit.**

6.4 Notwithstanding anything contained herein, the **Dene/Métis** may continue to harvest wildlife in all that portion of the **Thelon** Game Sanctuary located within the Inuit Land Claim Settlement Area to the same extent and in the same manner as **Inuit**.

6.5 Notwithstanding anything **contained herein**, the **Inuit** may continue to harvest ~~wildlife in~~ all that ~~portion~~ of the **Thelon** Game Sanctuary located within the **Dene/Métis** Settlement Area to the same extent and in the same manner as **Dene/Métis**.

6.6 The **Dene/Métis** and Inuit undertake to make best efforts to ensure that the conservation integrity of the **Thelon**-Game Sanctuary is preserved through- the management regimes established for their settlement areas.

6.7 Notwithstanding anything contained **herein**, the **Inuit** have the right to cross **McTavish** Arm and **Dease Arm** of Great Bear Lake and carry on such harvesting thereon as may be necessary to maintain them **in their** use **of** the zone of overlapping use.

7. Protection of Water Rights .

7.1 The **Dene/Métis** waive any objection to the carrying forward into a final **Inuit** land claims agreement of provision 8.7.9 of the **Inuit Water Rights sub-agreement** concluded between the **Inuit and the** Government of **Canada** (initialled December 11, 1985).

7.2 The Inuit waive any objection to the carrying forward into a final **Dene/Métis** -land claims agreement of provision 27.2.4 of the agreement-in-principle concluded between the **Dene/Métis** and the Government of Canada.

8. Land Selection

8.1 The **Dene/Métis** and **Inuit** undertake **not** to select or own lands or any interest therein ~~in the~~ settlement area of the other party pursuant to their land selection and land ownership provisions ~~of their agreements-in-principle~~ or any subsequent agreements dealing with like subject matter in the zone of overlapping use. These undertakings **shall not extend to** any rights to land that may **be** obtained through laws ~~of general application~~.

9. Non-Renewable Resource Development

9.1 The parties undertake **not to claim any royalties, rents** or other rights derived from non-renewable resource development ~~in the settlement area of the other party~~ except as can be obtained through laws of general application. These undertakings shall not inhibit Inuit or **Dene/Métis** from obtaining **employment** in each other's settlement area.

10. Renewable Resource Development

10.1 The parties agree that the **economic benefits from sport** and commercial development of wildlife, excluding trapping, **shall belong exclusively to the party in** whose settlement area the renewable resource development occurs. These undertakings shall not ~~inhibit Inuit~~ or

Dene/Métis from concluding cooperative ventures in relation to renewable resource development.

11. Geographic co-ordinates of Boundaries

11.1 The map co-ordinates of boundaries depicted in Schedules A and B shall be set out in Schedule C.

12. Mutual Protection of Rights

12.1 It is the intention of the parties that this agreement shall form part of the final agreements of both-parties.

12.2 The parties undertake .to avoid any.. inconsistency or conflict between this agreement and any other provision of their respective final agreements..

DATED at _____ -- , this day of October, 1989.

For the Tunagivik Federation
of **Nunavut**

For the Dene Nation

For the **Métis** Association
of the Northwest Territories

SCHEDULE 'A' - TO BE SUPPLIED

SCHEDULE 'B' - TO BE SUPPLIED

SCHEDULE 'C', BEING MAP CO-ORDINATES OF THE SINGLE LINE BOUNDARY,

THE DENE/MÉTIS AREA OF OVERLAPPING USE AND

INUIT AREA OF OVERLAPPING USE

part 1: Single Line Boundary

The geographic co-ordinates dividing the settlement areas shall commence at the intersection: ~~of 102°00'W longitude and 60°00'N latitude, and~~

Thence shall proceed due north to the boundary of the Thelon Game Sanctuary at the ~~intersection of 102°00'W longitude -and 63°12'N latitude, and~~

Thence in a straight line northwest to ~~the intersection of 103°20'W.. longitude and 63°58'N latitude, and~~

Thence on a straight line -northwest to the Thelon River at the intersection of ~~103°45'W longitude and 64°07'N latitude, and~~

Thence in a straight line ~~generally west and north-- to the intersection of 105°00'W longitude and 64°22'N latitude, and ----~~

Thence in a line generally-west-and north to the western boundary of the Thelon Game Sanctuary at the ~~intersection of 105°38'W longitude and 64°28'N latitude, and~~

Thence in a line generally west and north. to the intersection of ~~106°15'W longitude and 64°38'N latitude, and~~

Thence south and west to the ~~intersection of 107°00'W longitude and 64°35'N latitude, and~~

Thence generally south and west to the ~~intersection of 107°18'W longitude and 64°28'N latitude, ----~~

Thence in a straight line ~~generally west and -north to the intersection of 110°00'W longitude and 64°56'N latitude, and~~

Thence in a straight line generally north and west to the intersection of ~~111°52'W longitude and 65°23'N latitude, and~~

Thence in a straight line generally north and west to the intersection ~~of 120°40'51"W longitude and 68°00'N latitude at the southeastern corner of the Inuvialuit Settlement Region.~~

Part 2: Area of Overlapping Dene/Metis Use

The geographic co-ordinates of **Dene/Métis** extent of land use for the purpose of **defining** the overlap area **commences** at the intersection of 107°00'W longitude and 64°35'N latitude, and

Thence **generally** northwest to the intersection of 107°45'W longitude and 64°50'N latitude, and

Thence **generally** east and north to the intersection of 107°27'W longitude and 64°56'N latitude, and"

Thence **generally** northwest to the intersection of 107°40'W longitude and 64°59'N latitude, and

Thence south and east to the intersection of 107°58'W longitude and 64°50'N latitude, and

Thence due north to the intersection of 107°58'W longitude and 65°30'N latitude, and

Thence north and west to the intersection of 108°00'W longitude and 65°33'N latitude, and

Thence **generally** northwest----to- the- intersection --of 108°30'W longitude and 65°44'N latitude, and

Thence north and west to the intersection of 108°45'W longitude and ~~65°47'N latitude, and~~

Thence south and west to the intersection of 109°00'W longitude and 65°40'N latitude, and --- ` ` `

Thence north to the intersection of 109°02'W longitude and 65°52'N latitude, and

Thence due west to the intersection of 109°27'W longitude and 65°52'N latitude, and

Thence south to the intersection of 109°30'W longitude and 65°43'N latitude, and

Thence generally south and west to the intersection of 109°53'W longitude and 65°37'N latitude, and

Thence north and west to the intersection of 110°00'W longitude and 65°49'N latitude, and

Thence north and west to the intersection of 110°08'W longitude and 65°51'N latitude, and

Thence due north to the intersection of 11 0" 08'W longitude and 66°02'N latitude, and

Thence southwest to the intersection of 111°00'W longitude and 65°48'N latitude, and

Thence generally west to the intersection of 111°05'W longitude and 65°48'N latitude, and

Thence generally north to the intersection of 111°12'W longitude and 66°02'N latitude, and

Thence generally southwest to the intersection of 111°45'W longitude and 65°52'N latitude, and

Thence generally north and west to the intersection of 112°10'W longitude and 66°19'N latitude, and

Thence south and west to the intersection of 113°00'W longitude and 65°46'N latitude, and

Thence generally west and north to the intersection of 113°18'W longitude and 65°47'N latitude, and

Thence generally north to the intersection of 113°10'W longitude and 66°00'N latitude, and

Thence north following the shore of Takijuk Lake to the intersection of 112°56'W longitude and 66°34'N latitude, and

Thence generally north to the southern shore of Inulik Lake at the intersection of 113°00'W longitude and 66°44'N latitude, and

Thence north and west to the intersection of 113°04'W longitude and 66°46'N latitude, and

Thence south and west to the intersection of 113°24'W longitude and 66°41'N latitude, and

Thence generally northwest to the intersection of 113°30'W longitude and 66°45'N latitude, and

Thence generally north and west to the intersection of 114°00'W longitude and 67°00'N latitude, and

Thence generally northwest to the intersection of 114°30'W longitude and 67°18'N latitude, and

Thence northwest in generally a straight line to the intersection of 117°00'W longitude and 67°58'N latitude, and

Thence west and north to the intersection of 118°00'W longitude and 67°11'N latitude, and

Thence west and north to the intersection of **119°00'W longitude** and **67°20'N** latitude, and

Thence north and west to the-northeastern corner of Bluenose Lake at the intersection of **119°30'W** longitude and **67°30'N** latitude, and

Thence northwest to the intersection of **120°00'W** longitude and **69°00'N** latitude, and

Thence north and west to the **Inuvialuit** Settlement Region Boundary at the intersection of **120°40'51"W** longitude and **69°13'N** latitude.

Part 3: Inuit Area of Overlapping Use

The geographic co-ordinates of the Inuit extent of land use for the purpose of defining the overlap area commences at the intersection of 107°00'W longitude and 64°35'N latitude, and it thence

Proceeds generally south and west to the intersection of 107°18'W longitude and 64°28'N latitude, and.

Thence generally west and north to the intersection of 107°40'W longitude and 64°27'N latitude, and

Thence generally northwest to the intersection of 108°00'W longitude and 64°38'N latitude, and

Thence generally west to the intersection of 108°20'W longitude and 64°39'N latitude, and

Thence south to the intersection of 108°22'W longitude and 64°30'N latitude, and

Thence south to the intersection of 108°18'W longitude and 64°22'N latitude, and

Thence generally south and west to the intersection of 108°31'W longitude and 64°11'N latitude, and

Thence generally west following the northern shores of Aylmer River and Outram Lakes to the intersection of 110°15'W longitude and 64°03'N latitude at the eastern shore of MacKay Lake, and

Thence generally west to the intersection of 110°48'W longitude and 64°08'N latitude, and

Thence generally east to the intersection of 110°15'W longitude and 64°10'N latitude, and

Thence generally north and east to the intersection of 110°00'W longitude and 64°20'N latitude, and

Thence generally west to the intersection of 110°30'W longitude and 64°22'N latitude, and

Thence generally west and north to the intersection of 111°00'W longitude and 64°28'N latitude, and

Thence generally west and north to the intersection of 111°30'W longitude and 64°35'N latitude, and

Thence northwest to the intersection of 112°00'W longitude and 64°46'N latitude, and

Thence northwest to the **intersection** of **112°30'W** longitude and **64°58'N** latitude, and

Thence generally west and north following a straight line to the intersection of **114°30'W** longitude and **65°20'N** latitude, and

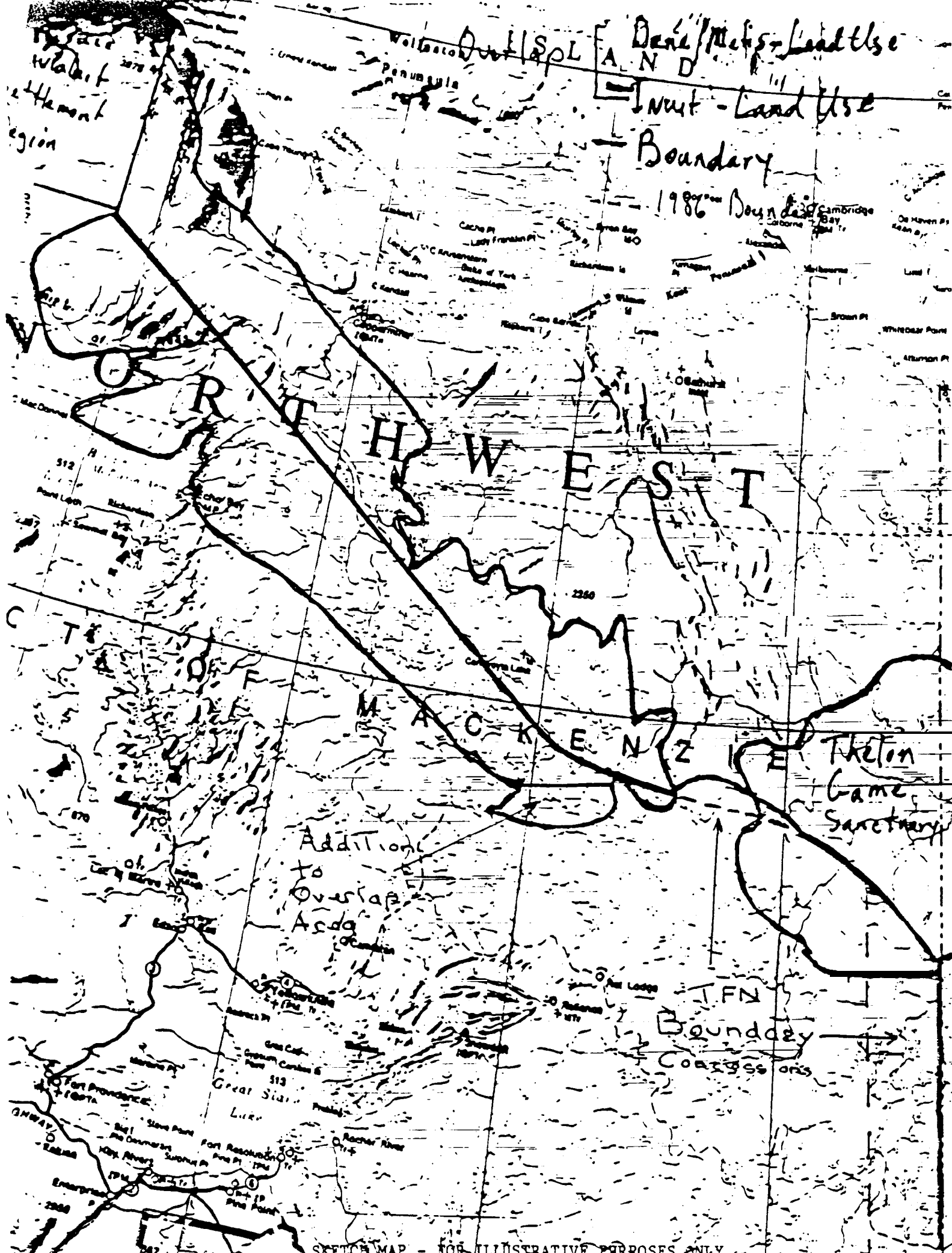
Thence generally west and north following a straight line to the intersection of **116°00'W** longitude and **65°41'N** latitude, and

Thence generally west and **north** in a straight line to the intersection of **117°40'W** longitude and **66°00'N** latitude, and

Thence north and west following the shores of Great Bear Lake to east of **Clearwater** Bay at the intersection of **121°25'W** longitude and **66°48'N** latitude, and

Thence generally north and west **to** the eastern shore **of Horton** Lake . at the intersection of **122°16'W** longitude and **67°25'N** latitude, and

Thence generally north **following the shore** of **Horton Lake** and then generally east and north **to the southeast** corner--of the **Inuvialuit** Settlement Boundary at the intersection of **120°40'51"W** longitude and **68°00'N** latitude.



SKETCH MAP - FOR ILLUSTRATIVE PURPOSES ONLY