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Implementation Plan For The Sahtu Dene And
Metis Comprehensive Land Claim Agreement
Land Claims Information, Dene/metis

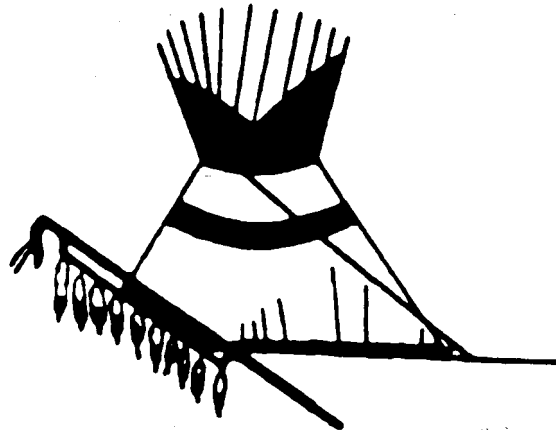
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**IMPLEMENTATION PLAN
FOR THE
SAHTU DENE AND METIS
COMPREHENSIVE LAND CLAIM AGREEMENT**



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IMPLEMENTATION PLAN
FOR THE
SAHTU DENE AND METIS
COMPREHENSIVE LAND CLAIM AGREEMENT

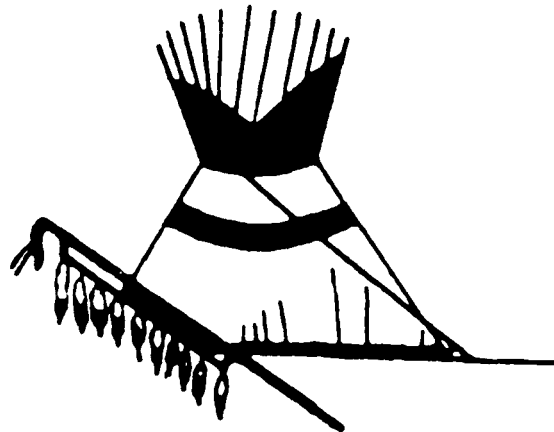


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IMPLEMENTATION PLAN
FOR THE
SAHTU DENE AND METIS
COMPREHENSIVE LAND CLAIM AGREEMENT

BY AND BETWEEN :

Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development hereinafter referred to as “Canada”, and

The Government of the Northwest Territories, as represented by the Minister for Intergovernmental and Aboriginal Affairs, hereinafter referred to as “the Government of the Northwest Territories”, and

The Sahtu Tribal Council, herein acting for and on behalf of the Sahtu Dene and Metis and on its own behalf, and represented by its undersigned authorized representatives.

WHEREAS a Comprehensive Land Claim Agreement, hereinafter referred to as the “Sahtu Dene and Metis agreement” has been signed by Government and the Sahtu Dene and Metis;

AND WHEREAS chapter 29 of the Sahtu Dene and Metis agreement requires the completion of an Implementation Plan which is to guide the implementation of the Sahtu Dene and Metis agreement, and requires the approval of the Plan by Canada, the Government of the Northwest Territories and the Sahtu Tribal Council, hereinafter referred to as “the parties”;

AND WHEREAS representatives of the parties have developed this Implementation Plan, hereinafter referred to as the “Plan”, which identifies certain activities to be undertaken and certain costs which shall be incurred with respect to the implementation of the Sahtu Dene and Metis agreement during the initial implementation period;

AND WHEREAS the parties wish to provide a mechanism in accordance with chapter 29 of the Sahtu Dene and Metis agreement to monitor the implementation of the Sahtu Dene and Metis agreement and to address disputes in a co-operative manner and to amend the Plan in the light of changing circumstances;

THEREFORE the parties agree as follows:

1. Legal Status of the Plan

1.1 The Plan consists of documents indicating the activities required to implement the Sahtu Dene and Metis agreement and an estimate of the associated costs. The Plan is not intended to create legal obligations in addition to those contained in the Sahtu Dene and Metis agreement.

- 1.2 Nothing in the Plan is to be considered an amendment to, modification of, or derogation from the Sahtu Dene and Metis agreement.
- 1.3 Where there is any inconsistency or conflict between the Plan and the Sahtu Dene and Metis agreement, the Sahtu Dene and Metis agreement shall prevail to the extent of the inconsistency or conflict.
- 1.4 The Plan is not a treaty or a Land Claim Agreement pursuant to Section 35 of the Constitution Act 1982.
- 1.5 The Plan is based upon the existing division of responsibilities between the federal and territorial governments. To the extent that federal jurisdiction, powers or programs are transferred to the Government of the Northwest Territories the activities performed by the Government of the Northwest Territories pursuant to the Plan and costs associated with such activities shall be reviewed by the federal and territorial governments.
- 1.6 The financial payments described herein are subject to appropriation by Parliament.

2. Contents of the Plan

2.1 The Plan includes the following documents attached hereto:

- Activity Sheets for the implementation of the Sahtu Dene and Metis agreement (Annex A).
- Financial Payments (Annex B).
- Communication and Information Strategy (Annex C).
- Implementation Committee (Annex D).

3. Activity Sheets

- 3.1 The Activity Sheets describe the specific activities required for the performance of obligations under the Sahtu Dene and Metis agreement during the initial implementation period of ten years from Settlement Legislation.

4. Financial Payments

- 4.1 Annex B describes the funding during the initial implementation period of ten years from Settlement Legislation for:
1. Boards and Committees
 2. Wildlife Studies
 3. Training for Sahtu Dene and Metis
 4. Sahtu Tribal Council and Renewable Resources Councils
 5. Government of the Northwest Territories
 6. Annual Adjustments

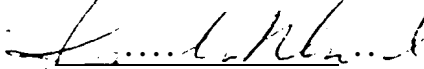
- 4.2 Recognizing that years 1 to 10 will be unlikely to coincide with government's fiscal years (April 1 to March 31) and that the recipients of the annual amounts will need to budget on a fiscal year basis, those amounts will be allocated at the time of settlement legislation to fiscal years. Upon verification of the calculations by the Implementation Committee, the fiscal year allocations will be deemed to replace the amounts in Annex B.
- 4.3 The first year's payments to the Sahtu Tribal Council and the Government of the Northwest Territories shall be made as soon as possible after the date of settlement legislation. The first year's payments to the Boards and Committees shall be made as soon as possible after the establishment of the bodies and, subject to 13.8.17 of the Sahtu Dene and Metis agreement, the approval of their first budget.
- 4.4 The amounts described in Annex B will be subject to annual adjustments in the manner described in part 6 of Annex B.
- 4.5 Subject to section 4.6, Canada also agrees to provide funding for the approved costs of the hearings that the Land and Water Board and the Surface Rights Board are authorized by legislation to hold and the environmental reviews that the Environmental Impact Review Board is authorized by legislation to hold.
- 4.6 For the purpose of obtaining funding under section 4.5, the Environmental Impact Review Board, the Land and Water Board and the Surface Rights Board shall be required to submit budgets for reviews and hearings to the appropriate Minister or Minister's delegate and are subject to the review and approval of the Minister or Minister's delegate.

5. Implementation Committee

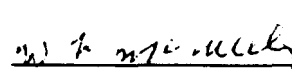
- 5.1 Annex D describes the role of and the process to be followed by, the Implementation Committee which is established pursuant to chapter 29 of the Sahtu Dene and Metis agreement.

FOR THE SAHTU DENE AND METIS


THE DENE OF
FORT GOOD HOPE


Isadore Manuel
Chief

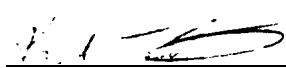
THE METIS OF
FORT GOOD HOPE


Winston McNeely
President

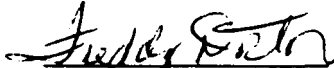
THE DENE OF
COLVILLE LAKE


Richard Kochon
Chief

THE DENE OF
DÉLINE


Raymond Taniton
Chief

THE DENE OF
FORT NORMAN


Fred Docter
Chief

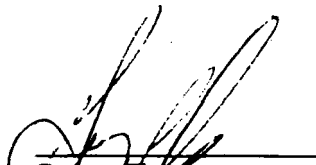
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FORT NORMAN

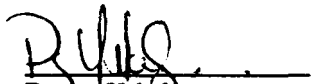

Rocky Norwegian
President

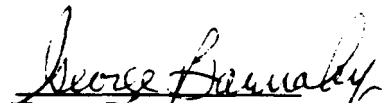
THE METIS OF
NORMAN WELLS

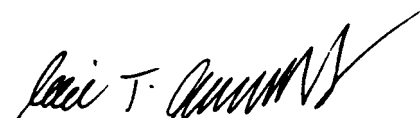


Roy Doolittle
President


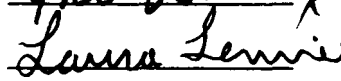
FOR THE SAHTU TRIBAL COUNCIL


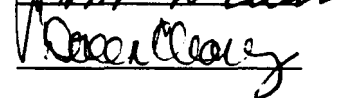

George Gladys
President


Danny Yakeloya
Implementation Negotiator

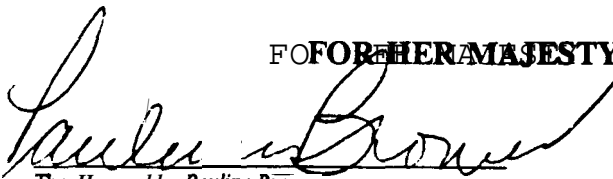

George Barnaby
Vice President

WITNESSES







FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA


The Honorable Pauline Browes
GOVERNMENT OF CANADA


Witness
GOVERNMENT OF CANADA

FOR THE GOVERNMENT OF THE NORTHWEST TERRITORIES


The Honorable Stephen Kakfwi
GOVERNMENT OF THE
NORTHWEST TERRITORIES


Witness
GOVERNMENT OF THE
NORTHWEST TERRITORIES

SIGNED IN FORT NORMAN, NORTHWEST TERRITORIES, ON SEPTEMBER 6, 1993.

ANNEX A

**ACTIVITY SHEETS
FOR THE IMPLEMENTATION OF THE
SAHTU DENE AND METIS
COMPREHENSIVE LAND CLAIM AGREEMENT**

Project 3-1: Annual treaty meetings

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Indian and Inuit Affairs (HA)

Obligations Addressed:

3.1.10 The parties recognize the historical and cultural importance of Treaty 11 and agree that there shall be annual meetings to affirm this recognition, to make annual treaty payments and to recognize the importance of this agreement.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Hold annual meetings and make treaty payments in each of the four communities of Colville Lake, Fort Good Hope, Déline and Fort Norman	HA	annually

Planning Assumptions:

Current annual activities based on existing resources will continue to apply without additional funds.

Project 3-2: Amendment of the agreement

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

Participant/Liaison: Sahtu Tribal Council (STC), Government of the Northwest Territories (GNWT) - Intergovernmental and Aboriginal Affairs (IAA)

Obligations Addressed:

- 3.1.25 If any provision of this agreement is found by a court of competent jurisdiction to be invalid, government and the Sahtu Dene and Metis shall make best efforts to amend this agreement to remedy the invalidity or replace the invalid provision.
- 3.1.26 (a) The provisions of this agreement may be amended with the consent of government, as represented by the Governor in Council, and the Sahtu Dene and Metis as represented by the Sahtu Tribal Council, but the jurisdiction of the Government of the Northwest Territories shall not be altered, nor shall it incur any financial obligations, through any amendment without the written consent of the Executive Council.
- (b) Government shall be entitled to rely on the written decision of the Board of Directors of the Sahtu Tribal Council as evidence of the consent of the Sahtu Dene and Metis.

Referenced Clauses: 5.1.4, 29.2.3(c)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Forward a proposed amendment to the other parties	initiating party (NAP, STC, or iAA)	
2. Agree on process to consider proposed amendment	parties	within three months of tabling of proposal
3. Review the proposal and respond to the initiating party and copy the other party	other parties	as agreed
4. Give effect to an amendment if written agreement is reached on the amendment	Canada	
5. If necessary, amend the Implementation Plan	Implementation committee	after amendment given effect

Funding:

As regards the Government of the Northwest Territories, refer to summary for IAA (Project 29- 2).

Planning Assumptions:

As provided in 5.1.4, the provisions of self-government agreements shall not be inconsistent with the provisions of settlement legislation or the agreement. Where there is any inconsistency or conflict between the settlement legislation or the agreement and the provisions of any self-government agreement, the

settlement legislation or the agreement, as the case may be, shall prevail to the extent of the inconsistency or conflict. The parties may agree to amend either the self-government agreement, the settlement legislation, or the agreement in order to resolve any inconsistency or conflict.

- It may be that a complex agreement such as the **Sahtu** Dene and Metis agreement will require some amendments of a housekeeping nature. The **Sahtu** and government should, in the context of ongoing implementation, periodically consider any such housekeeping amendments. The responsibility for developing such amendments should rest, in the first instance, with the Implementation Committee.

Project 3-3: Planning of institutions and the preparation of legislation

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP), Government of the Northwest Territories (GNWT) - Intergovernmental and Aboriginal Affairs (IAA) [to the extent of the jurisdiction of the GNWT]

Participant/Liaison: Sahtu Tribal Council (STC), Affected government departments

Obligations Addressed:

3.1.27 Government shall consult with the Sahtu Tribal Council in the planning of the institutions and the preparation of the settlement legislation and other legislation proposed to implement the provisions of this agreement.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the STC when government is planning the institutions or preparing settlement and other legislation which is proposed to implement the provisions of the land claim agreement; provide the STC with a reasonable period of time to prepare its views on the proposal; and provide the STC with an opportunity to present its views	responsible government (NAP or IAA)	as required
2. Review the proposal and present views to the responsible government	STC	within period provided
3. Give full and fair consideration to the views presented	responsible government (NAP or IAA)	as required

Funding:

- As regards the Government of the Northwest Territories, refer to summary for IAA (Project 29- 2).

Planning Assumptions:

Consultation during the planning of the institutions to implement the provisions of the agreement has been identified in the implementation plans for clauses 25.2, 25.3, 25.4 and 27.1. In the event that any of these institutions are established by the date of settlement legislation such consultation shall not be required.

Consultation regarding legislation proposed to implement the provisions of this agreement has been identified in the implementation plans for clauses 13.8.2, 25.1.3(c), 25.2, 25.3, 25.4 and 27.1. In the event that legislation proposed to implement any of these provisions is enacted by the date of settlement legislation such consultation shall not be required.

Consultation with the STC shall be required when government proposes other legislative amendments arising as a result of the Sahtu Dene and Metis agreement.

“Legislation” means federal or territorial legislation in force from time to time and includes regulations.

Project 3-4: Disclosure of information

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP), Government of the Northwest Territories (GNWT) - Intergovernmental and Aboriginal Affairs (IAA)

Participant/Liaison: Sahtu Tribal Council (STC), Affected government departments

Obligations Addressed:

3.1.28 Notwithstanding any other provision of this agreement, government is not required to disclose any information that it is required or entitled to withhold under any act relating to access to information. Where government has a discretion to disclose any information, it shall take into account the objects of this agreement in exercising that discretion.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Inform all government departments and agencies that if there is a discretion to disclose information, the objects of the agreement shall be taken into account when deciding to release information	NAP, IAA	within one month of settlement legislation

Funding:

As regards the Government of the Northwest Territories, refer to summary for IAA (Project 29- 2).

Planning Assumptions:

The discretion to disclose information is subject to the federal Access to Information Act and any territorial legislation of a similar nature.

Project 4-1 : Enrolment Board

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

- 4.4.1** An Enrolment Board shall be established, at the date of settlement legislation, composed of:
- (a) seven persons appointed by the Sahtu Tribal Council, one from each of the Aboriginal communities, whose names appear on the Official Voters List described in 3.1 of Appendix D ; and
 - (b) during the initial enrolment period only, two persons appointed by the Minister of Indian Affairs and Northern Development.
- 4.4.2** The Enrolment Board shall:
- (a) establish an Enrolment Register and enter therein the name of each persons who is eligible to be enrolled pursuant to 4.2.1 or 4.2.2:
 - (i) who is not a minor and who applies to the Board to be enrolled; or
 - (ii) who is a minor and for whom the Board receives an application for enrolment by that person's parent or guardian;
 - (b) maintain the Enrolment Register;
 - (c) maintain a record of those persons whose applications for enrolment were rejected;
 - (d) remove from the Enrolment Register the name of any person:
 - (i) who is not a minor and who notifies the Board in writing that that person's name is to be removed from the Register; or
 - (ii) who is a minor and whose parent or guardian notifies the Board in writing that that minor's name is to be removed from the Register;
 - (e) publish the Enrolment Register at least once a year;
 - (f) during the initial enrolment period, prepare an annual budget for the operation of the Enrolment Board and present it for review and approval to the Government of Canada;
 - (g) prepare and provide application forms and information. Application forms shall provide that an applicant:
 - (i) identify the Sahtu community with which the applicant wishes to be associated, and
 - (ii) identify whether the applicant is applying to be enrolled pursuant to 4.2.1 or pursuant to 4.2.2;
 - (h) determine its own procedures and rules of evidence which shall be in accordance with principles of natural justice;
 - (i) notify each applicant whose name has not been entered in the Enrolment Register of the reasons for the decision to refuse enrolment and of that applicant's right to appeal from any decision with respect to enrolment;
 - (j) prepare and provide to each participant proof of enrolment under this agreement; and
 - (k) obtain the written consent to 4.2.3(b) of a person who applies to be enrolled pursuant to 4.2.2.

Referenced Clauses: 4.3, 4.5

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Select members for Enrolment Board:		prior to settlement legislation
- 7 members, one from each of the aboriginal communities	- STC	
- 2 members	- NAP	

2.	Appoint members to Enrolment Board: - 7 members, one from each of the aboriginal communities - 2 members	- STC - NAP	at settlement legislation
3.	Incorporate the Enrolment Board under the Societies Act, NWT	Enrolment Board	within one month of settlement legislation
4.	Prepare the annual budget	Enrolment Board	within three months of settlement legislation and, subsequently, annually for four years
5.	Review and approve the budget	NAP	
6.	Hire support staff and establish the Enrolment Board and establish office operating procedures and policies	Enrolment Board	within one month of settlement legislation
7.	Establish enrolment operating procedures and policies, including: Writing to all individuals identified by the Ratification Committee and asking whether they choose to be enrolled Determining method of verification that individuals' being enrolled are not already enrolled pursuant to another comprehensive land claim agreement Developing procedures for dealing with applications rejected pursuant to 4.5.2(c) and (h) and the process for dealing with appeals pursuant to 4.6 Providing each participant with proof of enrolment	Enrolment Board	as soon as possible
8.	Publish the Enrolment Register	Enrolment Board	within one year of settlement legislation and annually thereafter
9.	Term of Canada's appointees to the Enrolment Board expires		five years after settlement legislation

Training/Economic Opportunities:

Training as required for the staff of the Enrolment Board

Funding:

Identified funding:

1993 Constant Dollars

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
318,937	252,277	84,861	81,133	81,133

The detailed cost worksheet and the cost worksheet notes for the **Enrolment Board** are attached for reference purposes. They were developed for the purpose of estimating the funding to be provided to the **Enrolment Board**. It is not intended that the **Enrolment Board** shall be constrained to any particular expenditure line item.

Planning Assumptions:

The information and documentation collected by the Ratification Committee will form the basis of the work of the **Enrolment Board**.

After the enactment of settlement legislation the information gathered by the **Sahtu Ratification Committee**, including documentation confirming the eligibility of all those individuals whose names appear on the Voters List, will be turned over to the **Enrolment Board**.

The **Enrolment Board** will develop a process for enrolling the eligible voters identified during the ratification process, as well as enrolling those below voting age identified by the ratification process. If, however, there have been omissions, it will be the role of the Board to enrol such eligible applicants on the **Enrolment Register**. Any applicants who have been rejected will be informed of their right to appeal.

During the later years of the initial enrolment period the main activity of the **Enrolment Board** will be a maintenance function. The Board will assess new applications as they come in, add to and delete names from the Register as required and coordinate the publishing of the **Enrolment Register** annually.

COST WORKSHEET - ENROLMENT BOARD

Project: ENROLMENT BOARD	(1993 Constant Dollars)									
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
BOARD -										
Honoraria:										
Chairperson	11,000	8,250	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750
Members	56,000	42,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000
Travel	21,840	16,380	5,460	5,460	5,460	5,460	5,460	5,460	5,460	5,460
Meals	11,872	8,904	2,968	2,968	2,968	2,968	2,968	2,968	2,968	2,968
Accommodations	22,400	16,800	5,600	5,600	5,600	5,600	5,600	5,600	5,600	5,600
Meeting rooms	6,000	4,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
STAFF -										
Coordinator:										
salary	33,750	45,000	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500
statutory benefits (10.5%)	3,544	4,725	2,363	2,363	2,363	2,363	2,363	2,363	2,363	2,363
other benefits	9,675	12,900	6,450	6,450	6,450	6,450	6,450	6,450	6,450	6,450
Receptionist/Clerk:										
salary	21,000	28,000								
statutory benefits (10.5%)	2,205	2,940								
other benefits	9,675	12,900								
Travel	1,560	1,560								
Accommodations	1,600	1,600								
Meals	848	848								
Relocation			2,500							
OFFICE / SUPPLIES / EQUIPMENT -										
Rent	8,550	11,400	5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700
Supplies	10,000	10,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Furniture	6,000									
Phone	6,000	6,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Photocopying	6,000	6,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Advertising / Printing Ref	10,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Computer	6,000									
Insurance	500	500	500	500	500	500	500	500	500	500
OTHER -										
Legal advice	3,000	3,000	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Interpretation	2,140	1,070	1,070	1,070	1,070	1,070	1,070	1,070	1,070	1,070
Translation	2,000									
Audit	5,000	5,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
START - UP COSTS -										
Honoraria - Chairperson & members	16,750									
Travel	5,460									
Meals	2,968									
Accommodation	5,600									
Professional services	5,000									
Secretarial services	1,500									
Meeting room rental	1,500									
Recruitment / relocation	5,500									
Miscellaneous	2,000									
TOTALS	318,937	252,277	84,861	81,133	81,133	81,133	81,133	81,133	81,133	81,133

COST WORKSHEET NOTES

Enrolment Board

It is assumed that:

the **Enrolment Board** will be comprised of 5 representatives of the **Sahtu Tribal Council** and 2 representatives of Canada;

the office of the **Enrolment Board** will be located in the settlement area;

the funding identified as start-up costs will be managed by **DIAND**;

during the 3 month start-up period board members will be appointed, a budget will be prepared and submitted to government, and staff hiring and office set up will be initiated;

the **Enrolment Board** will have 10 meetings of three days in year 1 (including the start-up period), 6 meetings in year 2, and 2 meetings in each of years 3, 4 and 5;

travel, accommodation and meals expenses for board meetings cover the expenses of all board members (if representatives are government employees no honorarium will be paid);

the line budget projections for meeting and travel costs are based on:

- honoraria for chairperson @ \$275 per day;
- honoraria for board members @ \$200 per day;
- travel @ \$390 per traveling board member;
- accommodation @ \$100 per night;
- meals and incidentals @ \$53 per day; and
- meeting room rental @ \$250 per day;

the annual budget projections will be subject to review and approval by government.

The Implementation Plan and associated funding may be amended from time to time as determined by the Implementation Committee.

Project 5-1: Negotiation of self-government agreements

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Indian and Inuit Affairs (11A), Government of the Northwest Territories (GNWT) - Intergovernmental and Aboriginal Affairs (IAA)

Participant/Liaison: Designated Sahtu Organization (DSO)

Obligations Addressed:

5.1.1 Government shall enter into negotiations with the Sahtu Dene and Metis with a view to concluding agreements on self-government appropriate to the unique circumstances of the Sahtu Dene and Metis and in conformity with the Constitution of Canada.

Referenced Clauses: 5.1.2, 7.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Request to negotiate self-government agreements	DSO	after ratification of the framework agreement, or as agreed to by the parties to the . . . self-government negotiations
2. Develop self-government negotiations process: order of negotiation of issues - timetable for negotiations - such other matters as may be necessary or desirable	11A, IAA, DSO	
3. Negotiate self-government agreements on the basis of the negotiated framework agreement	HA, IAA, DSO	

Planning Assumptions:

Funding for the self-government negotiations will be in accordance with the federal self-government policy. The GNWT may also provide funding to support the negotiations or community consultation.

Project 5-2: Constitutional reform in the Northwest Territories

Project Manager: Government of the Northwest Territories (GNWT) - Intergovernmental and Aboriginal Affairs (IAA), Canada

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

5.1.12 Government and the Sahtu Dene and Metis agree that the development of a future constitution for the Northwest Territories is a priority. Government shall give the Sahtu Tribal Council the opportunity to participate in any constitutional conference or similar process for reform of the constitution of the Northwest Territories.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Government continues or initiates a process for reform of the constitution of the Northwest Territories	GNWT or Canada	after signing of the Sahtu Dene and Metis agreement
2. Notify the STC of their opportunity to participate in the process for reform of the constitution of the Northwest Territories	IAA or Canada	reasonable time prior to expected participation
3. The STC may choose to participate in the process for reform of the constitution of the Northwest Territories	STC	

Funding:

As regards the Government of the Northwest Territories, refer to summary for IAA (Project 29- 2).

Planning Assumptions:

Funding to the STC will be consistent with the funding for other participants in the process.

Project 6-1: Arbitration Panel

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP), Government of the Northwest Territories (GNWT) - Intergovernmental and Aboriginal Affairs (IAA) and Department of Justice (Justice), Sahtu Tribal Council (STC)

Obligations Addressed:

6.2.1 (a) An arbitration panel (“the panel”) shall be established to resolve disputes in accordance with this agreement

Referenced Clauses: 6.1.5, 6.1.7, 6.2.1(b) through 6.2.7, 6.3.9, 6.3.10, 6.4.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
<p>1. Select Panel members by consensus;</p> <ul style="list-style-type: none"> - list of candidates - approach candidates (8), including Chairperson and Vice-Chairperson - agree on nominees - establish process for replacement of members - appoint candidates 	NAP, GNWT - Justice/IAA, STC	within 6 months of settlement legislation
<p>2. Establish the Panel when;</p> <p>Canada, GNWT and the STC agree in writing that it is established and jointly appoint members</p> <p style="text-align: center;">OR</p> <p>Canada and the GNWT each appoint at least one member and the STC appoint two members</p>	<p>- NAP, GNWT - Justice/IAA, STC</p> <p>- NAP, GNWT - Justice/IAA, STC</p>	as soon as possible after settlement legislation
<p>3. If consensus is not reached on Panel members, parties appoint members:</p> <p>NAP -2 members</p> <p>GNWT -2 members</p> <p>Sahtu -4 members</p>	<p>- Minister, DIAND</p> <p>- GNWT - Justice/IAA</p> <p>- STC</p>	within 15 months of settlement legislation
4. Replace departing members	NAP, GNWT - Justice/IAA, STC	as required
5. Prepare the annual budget	Panel	annually after establishment of the Panel
6. Provide staff support and administrative support	NAP	as required
7. Review and approve the budget	DIAND	as soon as possible after

		submission
8. Establish operating procedures and guidelines	Panel	as soon as possible after establishment of the Panel
9. Maintain a public file of all arbitration decisions, except for those whose proceedings remain confidential as agreed by the parties to the arbitration	NAP	

Funding:

Identified funding:

1993 Constant Dollars

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
27,454	27,454	27,454	27,454	27,454	27,454	27,454	27,454	27,454	27,454

The detailed cost worksheet and cost worksheet notes for the Arbitration Panel are attached for reference purposes. They were developed for the purpose of estimating the funding to be provided to the Arbitration Panel. It is not intended that the Arbitration Panel shall be constrained to any particular expenditure line item.

As regards the Government of the Northwest Territories, refer to summaries for IAA (Project 29- 2) and Justice (Project 29- 1).

Planning Assumptions:

The panel shall have jurisdiction to arbitrate in respect of any matter which the agreement stipulates is to be determined by arbitration and any matter concerning the interpretation or application of the agreement where the parties agree to be bound by an arbitration decision in accordance with the dispute resolution chapter.

Until an Arbitration Panel is established, the Arbitration Act (NWT), applies to any arbitration described in 6.1.5.

Nothing under 6.2 shall prevent parties to a dispute from agreeing to refer it to an alternate dispute resolution mechanism such as mediation or arbitration pursuant to the Arbitration Act (NWT).

Nominees to the Arbitration Panel will be formally appointed by Canada, as represented by the Minister of Indian Affairs and Northern Development, the Government of the Northwest Territories as represented by the Minister of Justice and the Sahtu Tribal Council in writing, with copies provided to the other appointees.

The funding of the Arbitration Panel will be managed by the Northern Claims Implementation Secretariat, DIAND.

COST WORKSHEET - ARBITRATION PANEL

TR	ARBITRATION PANEL	1993 Constant Dollars									
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
ANN	MEETI	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
	Chairperson	9,800	9,800	9,800	9,800	9,800	9,800	9,800	9,800	9,800	9,800
	Members	3,570	3,570	3,570	3,570	3,570	3,570	3,570	3,570	3,570	3,570
		1,484	1,484	1,484	1,484	1,484	1,484	1,484	1,484	1,484	1,484
Boa	oorn	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100
		500	500	500	500	500	500	500	500	500	500
HE		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Ma		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
		77,454	77,454	77,454	77,454	77,454	77,454	77,454	77,454	77,454	77,454

COST WORKSHEET NOTES

Arbitration Panel

It is **assumed that:**

the Arbitration Panel will be comprised of 8 members;

the Arbitration Panel will have a 2 day annual meeting in the settlement area;

the hearing costs of the Arbitration Panel will be accounted for separately;

the administrative support required to schedule meetings may be provided by the chairperson;

the line budget projections for costs associated with honoraria are based on:

- honoraria for chairperson @ \$500 per day; and
- honoraria for board members @ \$350 per day;

the annual budget projections will be subject to review and approval by government.

The Implementation Plan and associated funding may be amended from time to time as determined by the Implementation Committee.

Project 7-1: Assignment of rights and obligations

Project Manager: Sahtu Tribal Council (STC)

“ **Participant/Liaison:** Designated Sahtu organizations

Obligations Addressed:

7.1.1 All rights exercisable by a designated Sahtu organization and all obligations to which a designated Sahtu organization is subject shall be assigned by the Sahtu Tribal Council prior to the date of settlement legislation to one or more designated Sahtu organizations. Such rights and obligations may **be** reassigned by the Sahtu Tribal Council from time to time provided that such reassignments shall not adversely affect the exercise of rights or the performance of obligations contemplated in this agreement.

7.1.8 The Sahtu Tribal Council shall cause to be established, prior to the date of settlement legislation, and shall thereafter maintain, a public register of designated Sahtu organizations, which register shall identify all rights and obligations assigned pursuant to 7. 1.1 to designated Sahtu organizations.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING Guidelines
1. Assign rights and obligations to incorporated Sahtu organizations, particularly those rights and obligations referred to in clauses 13.9.2, 19.1.2, 19.1.4, 19.1.5, 19.2.2, 19.2.3, 19.3.3, 19.5.1, 19.5.2, 21.1.2, 21.1.4, 21.1.5, 21.1.6, 21.1.7, 21.1.12, 21.2.3(a), 21.3.1, 21.3.3, 21.3.6, 21.1.4, 21.4.2, 21.4.4, 21.4.6, 23.3.2, 23.4.3, 23.5.1, 24.1.16, 24.1.17, 24.1.18, 24.1.19, 25.2.4(d), 25.4.5(c), 27.2.3	STC	prior to settlement legislation
2. Establish the public register of designated Sahtu organizations identifying all rights and obligations assigned to those organizations	STC	by settlement legislation
3. Maintain the public register	STC	ongoing

Planning Assumptions:

The STC will make the register available to the public.

Project 7-2: Sahtu organizations receiving capital transfer payments and any other payments

Project Manager: Sahtu Tribal Council (STC)

Participant/Liaison: Department of Indian Affairs and Northern Development (DIAND), Designated Sahtu organization

Obligations Addressed:

- 7.1.6** (a) Prior to the date of settlement legislation, the Sahtu Tribal Council may designate a Sahtu organization or organizations to receive capital transfers pursuant to 8.1.1, amounts payable to the Sahtu Dene and Metis pursuant to 10.1.2 and any other payments pursuant to this agreement.
- (b) The Sahtu Dene and Metis may later designate other Sahtu organizations to receive payments provided the principles expressed in 7.1.3 are observed.

Referenced Clauses: 7.1.1, 7.1.2, 7.1.3, 7.1.4, 8.1.1, 10.1.2

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Establish an organization or organizations to receive capital transfer payments and any other payments	STC	prior to settlement legislation
2. Advise DIAND of incorporation	STC, designated Sahtu organization	prior to settlement legislation
3. If other organizations are subsequently established to receive these payments, inform DIAND and advise DIAND of incorporation	STC, designated Sahtu organization	after settlement legislation

Project 8-1: Capital transfer payments

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

8.1.1 Canada shall make a capital transfer to the Sahtu Tribal Council in accordance with the schedule of payments as set forth in schedule I to this chapter.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Determine the schedule of payments for the capital transfer	DIAND, STC	by date of settlement legislation
2. Make payments in accordance with schedule I to chapter 8	DIAND	according to schedule I to chapter 8

Project 8-2: Repayment of negotiating loans

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

- 8.2.1** The Sahtu Tribal Council shall repay their negotiation loans and shall pay 15 percent of the negotiation loans incurred by the Dene Nation and the Metis Association of the Northwest Territories between 1975 and November 7, 1990 as provided in schedule H to this chapter.
- 8.2.2** Canada may set off and deduct from payments to be made pursuant to 8.1.1 the amounts of repayment of the negotiation loans under 8.2.1 to be made at the time of such payments.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Determine the schedule of loan repayments	DIAND, STC	as soon as possible after the date of signing of the agreement
2. Repay negotiation loans in accordance with schedule 11 to chapter 8	STC	according to schedule H to chapter 8
3. Canada may set off and deduct from capital transfer payments the amounts of repayment of the negotiating loans to be made at the time of such payments	DIAND	after settlement legislation

Planning Assumptions:

- The Sahtu Dene and Metis have the option of paying down all or any portion of the negotiation loans on any anniversary date of the signing of the Agreement. The interest rate will be fixed at 6 percent. A new schedule of the remaining payments shall be issued each time this option is exercised.

Project 8-3: **Loan against capital transfer payments**

Project Manager: **Department of Finance**

Participant/Liaison: **Sahtu Tribal Council (STC)**

Obligations Addressed:

- 8.3.1.** At any time after three years from the date of settlement legislation the **Sahtu Tribal Council may** request a loan from Canada against the then unpaid balance of the capital transfer.
- 8.3.2** Canada, as represented by the Minister of Finance, may decide, at its discretion, whether to grant a request, pursuant to 8.3.1, for a loan. The Minister may negotiate the terms and conditions of a loan subject to the requirement that:
- (a) the Sahtu Tribal Council shall pay, at the time of the loan, an amount on any outstanding balance of negotiation loans described in 8.2.1 which will reduce the outstanding balance of those loans by the same proportion as the amount loaned under 8.3.2 bears to the unpaid balance of the capital transfer in 8.1.1;
 - (b) the amount paid by the Sahtu Tribal Council in (a) shall be credited to the last payments of the schedule described in 8.2.1;
 - (c) the unpaid balance of the capital transfer in any year is greater than or equal to the total of all outstanding administrative fees, if any, loan repayments and interest payable by the Sahtu Tribal Council; and
 - (d) Canada may deduct any loan repayments due from the Sahtu Tribal Council from payments due to the Sahtu Tribal Council pursuant to 8.1.1.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Loan may be requested from Canada against the unpaid balance of the capital transfer	STC	after 3 years from settlement legislation
2. Canada decides whether to grant the request for a loan and informs the STC	Minister, Department of Finance	at discretion of Minister
3. If the request for a loan is accepted, negotiate the terms and conditions	Department of Finance, STC	as required
4. If agreement is reached on the terms and conditions, a loan is made to the STC	Canada	as agreed to

Project 9-1: Consultation regarding any amendment, renegotiation or renewal of the Proven Area Agreement

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

Obligations Addressed:

9.2.1 Government shall consult the **Sahtu Tribal Council** with respect to those **matters** to be discussed with **Esso** or other parties on any amendment, renegotiation *or* renewal of the Proven Area Agreement or any new agreement for the development of the Proven Area and shall keep the **Sahtu Tribal Council** fully informed of the progress of such negotiations. The **Sahtu Tribal Council** shall treat such information as confidential if requested by government to do so.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the STC of an intention to discuss with Esso or other parties an amendment, renegotiation or renewal of the Proven Area Agreement or any new agreement for the development of the Proven Area; provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views	NAP	after settlement legislation
2. Review the proposal and present views to NAP	STC	within period provided
3. Give full and fair consideration to the views presented	NAP	
4. Fully inform the STC of the progress of any such negotiations with Esso or other parties	NAP	on an on-going basis after the commencement of negotiations, but at least every four months
5. If requested by NAP, information provided to the STC regarding any such negotiations with Esso or other parties will be treated as confidential	STC	as required

Project 9-2: Joint committee to review operations pursuant to the Proven Area Agreement

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

Participant/Liaison: Sahtu Tribal Council (STC), Esso Resources (Canada) Limited

Obligations Addressed:

9.2.2 Government and the Sahtu Tribal Council shall establish a joint committee for the purpose of reviewing current and future operations pursuant to the Proven Area Agreement.

Referenced Clauses: 9.2.3, 9.2.4, 9.2.5, 9.2.6

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Appoint 4 members to the joint committee: -2 members representing the STC -2 members representing government	- STC - NAP	within three months of settlement legislation
2. Organize periodic meetings of the joint committee to receive and consider reports and advise Esso pursuant to 9.2.3	NAP	periodically, but may coincide with annual meetings
3. Organize the annual meeting of the joint committee in Fort Good Hope, Norman Wells or Fort Norman to present a report to the Sahtu Dene and Metis pursuant to 9.2.4	NAP	annually
4. Print the annual report of the joint committee	NAP	annually

Planning Assumptions:

DIAND and the STC shall each bear their own costs in respect of participation on the joint committee.

- The common costs of the periodic and annual meetings will be borne by DIAND.

Project 10-1: Resource royalty payments
Project Manager: Department of Indian Affairs and Northern Development (DIAND)
Participant/Liaison: Sahtu Tribal Council (STC), Auditor-General

Obligations Addressed:

- 10.1.1** Government shall pay to the Sahtu Tribal Council, annually, an amount equal to:
 (a) 7.5 percent of the first \$2.0 million of resource royalty received by government in that year; and
 (b) 1.5 percent of any additional resource royalties received by government in that year.
- 10.1.2** (a) Amounts payable by government pursuant to this chapter shall be calculated on the basis of amounts due to and received by government in respect of resources produced after the date of this agreement.
 (b) Payments remitted to the Sahtu Tribal Council shall be in quarterly installments.
 (c) Government shall annually provide to the Sahtu Tribal Council a statement indicating the basis on which royalties were calculated for the preceding year.
 (d) On the request of the Sahtu Tribal Council, government shall request the Auditor-General to verify the accuracy of the information in the annual statements.

2.1.1 “Mackenzie Valley” comprises the area within the Northwest Territories that is bounded on the south by the 60th parallel of latitude excluding the area of Wood Buffalo National Park; on the west by the border between the Northwest Territories and Yukon Territory; on the north by the boundary of the Western Arctic Region and on the east by the boundary of the Nunavut settlement area;

2.1.1 “resource” means mines and minerals whether solid, liquid or gaseous;

2.1.1 “royalty” means any payment, whether in money or in kind, in respect of production of a resource in, on or under the Mackenzie Valley, including the Norman Wells Proven Area, paid or payable to government as owner of the resource, but does not include any payment for a service, for the issuance of a right or interest or for the granting of an approval or authorization.

Referenced Clauses: 19.5.3, 3.1.9

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Remit the resource royalty payments to the STC	DIAND	quarterly
2. Provide an annual statement to the STC	DIAND	annually
3. Verification of the accuracy of the information in the annual statements may be requested	STC	at discretion
4. Verify accuracy of information in annual statements	Auditor-General	as requested
5. Provide the report of Auditor-General to the STC	DIAND	when available

Planning Assumptions:

Royalties will be paid quarterly based on the amount actually received by government in the previous quarter,

Mining royalties are received not later than 10 months after the end of a mine's fiscal year end (usually during October, since most mines use December 31 as year end). Therefore, where mining royalties for 1993 are received in October, 1994, the payment to the STC will be made during the quarterly payment which follows the receipt of the payment.

If, after an audit conducted by DIAND, government receives additional royalties the payment to the STC will be calculated and paid on the basis of the year for which those royalties were due (ie. if an audit in 1995 finds an amount due to government for 1993 the payment to the STC will be calculated on the basis that the payment is for 1993). Under current legislation, government is not paid interest on late or overdue payments of royalties by producers and in such cases government will not pay interest to the STC. If in the future government receives interest in such situations, any such receipts will be considered as amounts due to and received by government and the STC will receive the appropriate amounts. Nothing in this paragraph is intended to prevent any proper claims for interest by the STC in other cases.

If, after an audit, DIAND owes a refund to a company, the appropriate percentage will be deducted from the next quarterly payment to the STC based on the royalties received for the year for which the refund was owed.

When asked to verify the accuracy of the information in the annual statements, the Auditor-General will verify whether the figures used (ie. amounts of royalty received by the Crown, calculation of the STC share) are correct.

In the case of royalties being received for a period which straddles the year for which the STC share is paid, or in the case of a partial year after settlement legislation, the royalties will be apportioned on a pro-rated basis (ie. based on days in the period for which the royalty was paid).

Project 10-2: Consultation regarding alteration of resource royalties payable to government

Project Manager: Canada

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

10.1.3 (a) Subject to (b), government shall consult with the Sahtu Tribal Council on any proposal specifically to alter by legislation the resource royalty payable to government.

(b) Where government consults outside government on any proposed changes to the fiscal regime which will affect the resource royalty payable to government, it shall also consult with the Sahtu Tribal Council.

2.1.1 "Mackenzie Valley" comprises the area within the Northwest Territories that is bounded on the south by the 60th parallel of latitude excluding the area of Wood Buffalo National Park; on the west by the border between the Northwest Territories and Yukon Territory; on the north by the boundary of the Western Arctic Region and on the east by the boundary of the settlement area of the Tungavik Federation of Nunavut;

2.1.1 "resource" means mines and minerals whether solid, liquid or gaseous;

2.1.1 "royalty" means any payment, whether in money or in kind, in respect of production of a resource in, on or under the Mackenzie Valley, including the Norman Wells Proven Area, paid or payable to government as owner of the resource, but does not include any payment for a service, for the issuance of a right or interest or for the granting of an approval or authorization.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the STC of any proposal specifically to alter by legislation the resource royalty legislation payable to government; provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views	Canada	after settlement legislation .
OR		
Notify the STC that government is consulting outside government on proposed changes to the fiscal regime which will affect the resource royalty payable to government; provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views		
2. Review the proposal and present views to Canada	STC	within period provided
3. Give full and fair consideration to the views presented	Canada	

Planning Assumptions:

If appropriate, funding will be made available to the STC to enable them to develop a response to the government proposal.

Project 11-1: Taxation information

Project Manager: Revenue Canada, Taxation (RCT)

Participant/Liaison: Department of Finance, Sahtu Tribal Council (STC)

Referenced Clauses: 11.6.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Provide the STC with the name of a contact person in the District Taxation Office, Edmonton, who will: <ul style="list-style-type: none"> - answer questions set up information sessions - provide general information on the taxation implication for Settlement Corporations and the participants 	RCT	after settlement legislation
2. If required, prepare an information document outlining: <ul style="list-style-type: none"> the taxation implications for Settlement Corporations the taxation implications for Sahtu participants who receive funds as a result of the agreement acceptable activities and qualified investments for Settlement Corporations disbursement requirements reporting and filing requirements requirement for books and records causes for revocation of a Settlement Corporation taxability of amounts received RCT's role vis-a-vis Settlement Corporations 	RCT	within 3 months of discussing the issue with the STC
3. Distribute information document	RCT	on-going

Legislative/Regulatory Amendments:

After settlement legislation is passed, the Department of Finance will determine if the Income Tax Act will need to be amended

Planning Assumptions:

As soon as possible after settlement legislation Revenue Canada, Taxation, will review and discuss with the STC the need for an information document different from that produced pursuant to the Gwich'in Implementation Plan.

Project 12-1: Support of the traditional economy and encouragement of the employment of participants

Project Manager: Government of the Northwest Territories (GNWT) - Intergovernmental and Aboriginal Affairs (IAA), Department of Indian Affairs (DIAND) - Northern Affairs Program (NAP)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

12.1.1 Government economic development programs in the settlement area shall take into account the following objectives:

- (a) that the traditional economy of the participants should be maintained and strengthened; and
- (b) that the participants should be economically self-sufficient.

12.1.2 To achieve the objectives in 12.1.1, government shall take such measures as it considers reasonable, in light of its fiscal responsibility and economic objectives, including

- (a) support of the participants' traditional economy and individual harvesters and promotion of the marketing of renewable resource products and native manufactured goods;
- (b) assistance in the development of commercially viable businesses and enterprises of the participants, and when necessary, identification of possible sources of financial assistance;
- (c) provision of business and economic training and educational assistance to the participants so that they may be able to participate more effectively in the northern economy; and
- (d) encouragement of the employment of participants in the settlement area, including employment in major projects and developments, in the public service and public agencies. Accordingly, government shall prepare plans for the training and employment of participants, including the development of measures to recognize the special need of the participants for pre-employment training in basic skills. Government shall review job qualifications and recruitment procedures to remove inappropriate requirements in respect of cultural factors, experience or education.

Referenced Clauses: 12.3.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
<p>1. Advise federal and territorial departments of the commitments in 12. 1.2(a), 12. 1.2(b), and 12. 1.2(c) and advise them that they take such measures as they consider reasonable, in light of fiscal responsibility and economic objectives, to achieve the objective of maintaining and strengthening the traditional economy of the participants and the objective that the participants be economically self-sufficient, including support of the traditional economy of the participants and individual harvesters and promotion of the marketing of renewable resource products and native manufactured goods; assistance in the development of commercially viable businesses and enterprises of the participants, and when necessary, identification of possible sources of financial assistance; provision of business and</p>	<p>NAP, IAA</p>	<p>within one month of settlement legislation</p>

economic training and educational assistance to the participants so that they **may** be able to participate more effectively in the northern economy

- | | | |
|--|-------------------|--|
| <p>2. Advise federal and territorial departments of commitments in 12. 1.2(d), in light of fiscal responsibility and economic objectives, to encourage the employment of the participants in the settlement area, including employment in major projects and developments, in the public service and public agencies; advise them to prepare plans for the training and employment of participants, including the development of measures to recognize the special need of the participants for pre-employment training in basic skills; and advise them to review job qualifications and recruitment procedures to remove inappropriate requirements in respect of cultural factors, experience, or education</p> | <p>NAP, IAA</p> | <p><i>within one month of settlement legislation</i></p> |
| <p>3. Provide interpretation and advice to federal and territorial departments upon request</p> | <p>DIAND, IAA</p> | <p>as required</p> |

Training/Economic Opportunities:

As identified in the plans developed by government departments.

Planning Assumptions:

Government departments will communicate to the STC the measures they consider to be reasonable to achieve the objectives in 12.1.1. They may propose meeting with the STC to further discuss this issue.

The provisions of chapter 12 are intended to be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

Project 12-2: Consultation regarding proposed economic development programs

Project Manager: Government

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

12.1.3 Where government proposes economic development programs related to the objectives in 12.1.1, government shall consult with the Sahtu Tribal Council.

12.1.4 Government shall meet with the Sahtu Tribal Council not less than once every three years to review the effectiveness of programs relating to the objectives in 12.1.1 and the measures in 12.1.2.

Referenced Clauses: 12.1.1, 12.1.2, 12.3.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the STC of any proposal to institute economic development programs related to the maintenance and strengthening of the traditional economy of the participants and the objective that the participants should be economically self-sufficient; provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views	government	after settlement legislation
2. Review the proposal and present the views to government	STC	within period provided
3. Give full and fair consideration to the views presented	government	
4. Review programs relating to the objectives in 12.1.1 and the measures in 12.1.2 with the STC not less than once every three years	government, STC	not less than once every three years

Planning Assumptions:

The provisions of chapter 12 are intended to be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

The timing of the first review provided for in activity 4 will be agreed to between government and the STC, taking into account the meetings which may be held to discuss measures government departments consider to be reasonable to achieve the objectives in 12.1.1, as provided for in the activity sheet for the obligations in 12.1.1 and 12.1.2.

Project 12-3: Federal contracting in the settlement area

Project Manager: Canada

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

12.2.1 Where government carries out public activities in the settlement area which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities,

(a) the Government of Canada contracting procedures and approaches intended to maximize local and regional employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems,...

shall be followed...

Referenced Clauses: 12.3.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Conduct seminars on contracting procedures in the settlement area and provide a list of key contacts to the Sahtu Dene and Metis firms interested in federal contracts	Department of Supply and Services (DSS)	after settlement legislation
2. Make available bid opportunities under the Open Bidding System	DSS	
3. Advertise contracts in local media	contracting departments and agencies (other than DSS)	
4. Participant may bid on contracts	Participants	
5. Evaluate contract bids on the basis of the contract criteria and award contracts	contracting departments and agencies	

Planning Assumptions:

Where the Government of Canada intends to invite bids for government contracts to be performed in the Sahtu settlement area, it shall take all reasonable measures to inform Sahtu Dene and Metis firms of such bids and provide them with a fair and reasonable opportunity to submit bids. "Invite" means to call publicly for bids. "Sahtu Dene and Metis firms" means an entity which complies with the legal requirements to carry on a business in the area and which is a limited company with at least 51% of the company's voting shares beneficially owned by participants, or is a cooperative controlled by participants, or is a participants' sole proprietorship or partnership.

Where the Government of Canada solicits bids for government contracts to be performed in the Sahtu settlement area, it shall ensure that qualified Sahtu Dene and Metis firms are included in the list of those firms solicited to bid. "Solicit" means to request bids from a limited number of businesses based on some form of pre-qualification.

In the planning stage of government contracts for the provision of goods, services, construction, or leases in the Sahtu settlement area, including surveying the boundaries of Sahtulands pursuant to 19.4, contracting authorities shall provide all reasonable opportunities to qualified Sahtu Dene and Metis firms to submit competitive bids. Where practicable and consistent with sound procurement management, contracting authorities should consider, but not necessarily be limited to, the following measures:

- (a) set the date, location, and terms and conditions for bidding so that Sahtu Dene and Metis firms may readily bid;
- (b) invite bids by commodity groupings to permit small and more specialized firms to bid;
- (c) permit bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialized firms to bid;
- (d) design construction contracts in a way so as to increase the opportunity for smaller and more specialized firms to bid; and
- (e) avoid artificially inflated employment skills requirements not essential to the fulfillment of the contract.

Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria for the awarding of government contracts in the Sahtu settlement area:

- (a) the existence or creation of head offices, administrative offices or other facilities in the Sahtu settlement area;
- (b) the employment of participants labour, engagement of participants professional services, or use of suppliers that are participants or Sahtu Dene and Metis firms in carrying out the contract; or
- (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for the participants.

The STC will make reasonable efforts to prepare and maintain a list of Sahtu Dene and Metis firms, together with information on the goods and services which they would be in a position to furnish in relation to government contracts. This list shall be considered by Canada in meeting its obligations under 12.2.2.

The provisions of chapter 12 are intended to be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

Project 12-4: Government of the Northwest Territories preferential contracting

Project Manager: Government of the Northwest Territories (GNWT)

Participant/Liaison: Sahtu Dene and Metis

Obligations Addressed:

12.2.1 Where government carries out public activities in the settlement area which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities,...

(b) the Government of the Northwest Territories preferential contracting policies, procedures and approaches intended to maximize local, regional and northern employment and business opportunities

shall be followed

Referenced Clauses: 12.3.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Decision made to contract out public activities in the settlement area	GNWT	after settlement legislation
2. Publish tendering advertiaements in northern media or post in public places	GNWT	
3. Evaluate bids and award contract (with incentive adjustments for northern contractors)	GNWT	
4. Convey information, which may include distributing publications and/or conducting seminars, and maintaining a northern firms registration list	GNWT	on-going

Planning Assumptions:

The provisions of chapter 12 are intended to be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

Project 12-5: Modification of the Government of the Northwest Territories preferential contracting policies and procedures.

Project Manager: Government of the Northwest Territories (GNWT)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

12.2.2 The Government of the Northwest Territories shall consult with the Sahtu Tribal Council when developing modifications to its preferential contracting policies, procedures and approaches.

Referenced Clauses: 12.3.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. When the GNWT considers it appropriate, a decision will be made to modify the preferential contracting policy	GNWT	after settlement legislation
2. Notify the STC and request comments	GNWT	
3. If significant changes are proposed, the parties may agree to meet	GNWT, STC	
4. Prepare a report for Executive Council with consideration of the comments of the Sahtu Dene and Metis	GNWT	
5. Formulate draft policy based on Executive Council direction	GNWT	
6. Forward draft policy to the STC for further comment	GNWT	
7. Consider comments of the STC	GNWT	
8. Present final draft policy to Executive Council for approval, rejection or amendment	GNWT	
9. Adopt policy	GNWT	

Planning Assumptions:

The provisions of chapter 12 are intended to be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

Reject 12-6: First opportunity to negotiate contracts for Government of the Northwest Territories projects on settlement lands

Project Manager: Government of the Northwest Territories (GNWT)

Participant/Liaison: Participants

Obligations Addressed:

12.2.3 When the Government of the Northwest Territories intends to carry out activities on settlement lands which give rise to employment or other economic opportunities, and when the Government of the Northwest Territories elects to enter into contracts with respect to those activities without going to public tender, participants shall be given the first opportunity to negotiate such contracts, provided they satisfy all criteria including any qualifications particular to the contract and price.

Referenced Clauses: 12.3.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Declare intention to contract out an activity on settlement lands without public tender	GNWT	
2. Offer to negotiate contract with participants	GNWT	following the decision in activity 1
3. Negotiate contract	GNWT, Participants	
4. Forward negotiated contract to Minister or Financial Management Board for approval, or put to public tender if agreement is not reached	GNWT	
5. If agreement is reached and approval given, enter into contract	GNWT, Participants	

Training/Economic Opportunities:

Opportunity to enter into contracts

Planning Assumptions:

Participants have the right to bid on public tender contracts on the same basis as any other northerners.

The provisions of chapter 12 are intended to be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

- Project 13-1:** Withdrawal of the participants' right of access for the purpose of harvesting on lands other than Sahtu lands
- Project Manager:** Government, Holder of an interest in land
- Participant/Liaison:** Sahtu Tribal Council (STC), Renewable Resources Council (RRC), Government of the Northwest Territories (GNWT) - Intergovernmental and Aboriginal Affairs (IAA), Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP), Arbitration Panel

Obligations Addressed:

- 13.4.13 (a) It is recognized that some uses of land, which may be authorized in the future, may conflict with harvesting activities and thus be incompatible with the exercise of participants' harvesting rights.
- (b) If government or a holder of an interest in land (hereinafter "the proponent") proposes that the right of access granted in 13.4.10 should be restricted because a proposed use of land would conflict with harvesting, the proponent, after consultation with the Sahtu Tribal Council with respect to the proposal, shall give notice to any other holder of an interest in the land and to any Renewable Resources Council for the area in which the land is situated specifying the nature, extent, duration and conditions as well as a proposal for public notice of the proposed restriction.
- (c) Any Renewable Resources Council or holder of an interest in the land to which the notice has been sent may, within 60 days of receipt of the notice, or such other period as the Board may establish, refer the proposal to arbitration pursuant to chapter 6, which shall determine:
- (i) whether the proposed use conflicts with harvesting, and if so,
 - (ii) the nature, extent, duration and conditions of the restriction on access for harvesting, including the establishment and maintenance of hunting, trapping and fishing camps, required to allow the proposed use.
- (d) The arbitrator shall ensure that a restriction shall only apply for as long as the land is in actual use and only to the extent necessary to permit the proposed use without conflict.
- (e) Where no reference to arbitration is made pursuant to (c), the proposed restriction shall come into effect, according to the terms specified in the notice described in (b), unless otherwise agreed to by the parties.
- (f) The provisions of 13.4.13 do not apply to Sahtu lands.

Referenced Clauses: 13.4.10

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Propose to restrict participants' right of access for the purpose of harvesting on a particular parcel of land	proponent	after settlement legislation
2. Notify the STC of the proposal; provide the STC with a reasonable period of time to prepare its views on the matter; and inform the STC of the manner in which it may present its views	proponent	
3. Review the proposal and present views to the proponent	STC	within period provided
4. Give full and fair consideration to the views presented	proponent	

- | | | |
|--|----------------------------------|--|
| 5. Give notice to the affected RRC(S), and any otherholder of an interest in the parcel of land, of the proposed access restriction for the purpose of harvesting and specifying the nature, extent, duration and conditions | proponent | |
| 6. Give public notice of the proposed restriction | proponent | |
| 7. Access restrictions for the purpose of harvesting take effect | IAA, NAP | on 61st day after notification of RRC(s) and any holder of an interest |
| <u>OR</u> | | |
| RRC(s) or holder of an interest in the parcel of land disagree with the proposal and refer it to arbitration | RRC(s), or holder of an interest | within 60 days of notification of proposed restriction |
| 8. If referred to arbitration, the proposed access restriction for the purpose of harvesting is reviewed and a ruling is made subject to the provisions set out in 13.4.13(c) and (d) | Arbitration Panel | |
| 9. Ruling of the arbitrator put into effect | IAA, NAP | |

Funding:

As regards the Government of the Northwest Territories, refer to summaries for DRR (Project 13-19) and IAA (Project 29-2).

Legislative/Regulatory Amendments:

The conditions, extent and duration of the restrictions will need to have legal effect to be enforced

planning Assumptions:

Arbitration is pursuant to the process provided in chapter 6.

As applicable, funding to groups consulted will be consistent with government practices.

Project 13-2: Consultation prior to legislating humane harvesting of wildlife

Project Manager: Government of the Northwest Territories (GNWT) - Department of Renewable Resources (DRR), Department of Fisheries and Oceans (DFO)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

13.4.14 Participants have the right to employ any methods of harvesting and to possess and use any equipment for the purpose of harvesting. In addition to being subject to legislation referred to in 13.3.2, this right is also subject to legislation respecting the humane harvesting of wildlife. Government agrees that no legislation respecting the humane harvesting of wildlife will be introduced without prior consultation with the Sahtu Tribal Council.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the STC of any proposed legislation respecting the humane harvesting of wildlife; provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views	government	after settlement legislation
2. Review the proposal and present views to government	STC	within period provided
3. Give full and fair consideration to the views presented	government	

Funding:

As regards the Government of the Northwest Territories, refer to summary for DRR (Project 13-19).

Planning Assumptions:

As applicable, funding to aboriginal groups consulted will be consistent with departmental practices.

Reject 13-3: Wildlife Studies Fund

Project Manager: Renewable Resources Board (Board)

Participant/Liaison: Government of the Northwest Territories - Department of Renewable Resources (DRR), Department of Fisheries and Oceans (DFO), Department of Environment (DOE), Renewable Resources Council(s) (RRC(s))

Referenced Clauses: 13.5, 13.7, 13.8.23, 13.8.37, 13.8.38, 13.8.40

Activities (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Identify and prioritize areas of wildlife research	Board	periodically
2. Issue call for research proposals	Board	as determined
3. Submit research proposals to the Board	government departments, others	
4. Evaluate the research proposals submitted	Board	
5. Fund accepted proposals	Board	

Funding:

- Identified funding:

1993 Constant Dollars

Year 1
2,100,000

See Annex B, Part 2, for conditions related to the Wildlife Studies Fund

Planning Assumptions:

The Board will require information about wildlife in order to manage it. Since the current managers of wildlife in the Sahtu settlement areas (DRR, DFO, DOE) do not conduct wildlife research at a level sufficient to provide the type and amount of information it is anticipated that the Board will require, it has been agreed to establish a Wildlife Studies Fund.

The government departments with management responsibilities will continue to conduct their current level of wildlife research in the Sahtu settlement area and will keep the Board informed of the research projects being conducted, and those planned.

The Board will not fund research which would duplicate research conducted by government departments.

When considering granting contracts, the Board will apply the same criteria to all proposals.

When considering the funding of research projects, the Board may include both personnel and operational costs.

Wildlife research conducted in the settlement area shall directly involve RRC(S) and Sahtu Dene and Metis harvesters to the greatest extent possible.

It is understood that the Board will not enter into the independent conduct of field research, unless so agreed by government.

Reject 13-4: Settlement Area Harvest Study

Project Manager: Renewable Resources Board (Board)

Participant/Liaison: Government of the Northwest Territories (GNWT) - Department of Renewable Resources (DRR), Department of Fisheries and Oceans (DFO), Department of Environment (DOE) - Canadian Wildlife Service (CWS), Sahtu Tribal Council (STC) (STC), Renewable Resources Councils (RRCs)

Obligations Addressed:

13.5.6 A Settlement Area Harvest Study shall be conducted in order to provide necessary information for the Board and government to effectively manage wildlife. The terms of reference for the harvest study are set out in schedule I to this chapter.

Referenced Clauses: schedule I to chapter 13, 13.8.38

Activities (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Establish a Working Group, composed of equal representation of Sahtu Dene and Metis and government agencies with wildlife management responsibilities	Board	within 18 months of settlement legislation
2. Develop the methodology and design of the harvest study in accordance with the terms of reference in schedule I	Working Group, Board	within 21 months of settlement legislation
3. Approve the methodology and design of the harvest study	Board	within 22 months of settlement legislation
4. Prepare for the harvest study	Board	between 18 and 24 months after settlement legislation
5. Initiate the harvest study	Board	within two years of settlement legislation
6. Conclude the harvest study	Board	within seven years of settlement legislation
7. Compile final harvest data	Study Co-ordinator	within 7.5 years of settlement legislation

Training/Economic Opportunities:

The Study Co-ordinator will provide orientation to the field workers as required.

Funding:

Identified funding:

1993 Constant Dollars

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>
61,557	178,513	182,547	178,513	182,547	174,905	68,337

The detailed cost worksheet and cost worksheet notes for the Settlement Area Harvest Study are attached for reference purposes. They were developed for the purpose of estimating the funding to be provided to the Renewable Resources Board for conducting the Settlement Area Harvest Study. It is not intended that the Renewable Resources Board shall be constrained to any particular expenditure line item in conducting the Settlement Area Harvest Study.

As regards the Government of the Northwest Territories, see Annex B, Part 5.

Planning Assumptions:

Data, as compiled by the study staff, will be provided to the Renewable Resources Board, the STC and the participating agencies of government on an annual basis.

COST WORKSHEET NOTES

Settlement Area Harvest Study

It is assumed that:

the planning phase will begin approximately 6 months after the establishment of Renewable Resource Board: during the planning phase the Working Group will meet 3 times for 2 days (with one day for travel) to develop the design and methodology of the harvest study, the Renewable Resources Board will review and agree on the study proposal, staff for the study will be recruited, hired, and provided with the required orientation, and respondents and community of the study details (the planning phase will be conducted over approximately a 6 months period);

the Working Group will be comprised of 3 representatives of the Sahtu Tribal Council, 1 representative of the Department of Renewable Resources (GNWT), 1 representative of the Department of Fisheries and Oceans, 1 representative of the Canadian Wildlife Service (Environment);

honoraria and expenses are listed for Sahtu representatives only (the travel and other expenses of government representatives will be paid by the appointing government);

the planning meetings of the Working Group will be held in the settlement area;

the Study Supervisor will train the fieldworkers at orientation sessions;

the harvest data will be collected over five consecutive years;

the Working Group will convene annually to review methodology and design and to assess progress;

the required administrative and technical support and office space for the Settlement Area Harvest Study will be provided by the Renewable Resources Board;

the annual budget for the Settlement Area Harvest Study will be prepared and submitted by the Renewable Resources Board;

the line budget projections for meeting and travel costs are based on:

- honoraria for Working Group members @ \$200 per day;
- travel @ \$390 per traveling board member;
- accommodation @ \$100 per night; and
- meals and incidentals @ \$53 per day;

the annual budget projections will be subject to review and approval by government.

The Implementation Plan and associated finding may be amended from time to time as determined by the Implementation Committee.

Project 13-5: Establishment of total allowable harvest for migratory game birds in the settlement area.

Project Manager: Department of Environment (DOE) - Canadian Wildlife Service (CWS)

Participant/Liaison: Renewable Resources Board (Board)

Obligations Addressed:

13.5.14 (a) The Board may, in accordance with the provisions of this agreement, establish the total allowable harvest of migratory game birds in the settlement area:

- (i) recognizing the national and international responsibilities of the Minister, the Board shall ensure that the total allowable harvest figures are received by the Minister on a date, to be specified by the Minister, that will allow consideration of such total allowable harvest for the settlement area when regulations for other users who harvest the same migratory game bird species outside the settlement area are being established. If such figures are not received by the Minister by the specified date, the Minister may establish the total allowable harvest for the settlement area and advise the Board accordingly;
- (ii) the total allowable harvest for a migratory game bird species or population for the settlement area shall always be set at a percentage at least equal to the percentage that the settlement area harvest, as determined in (b)(i), bears to the total harvest of such migratory game bird species or population throughout Canada during the same period; and
- (iii) the total harvest figures for "Canada of each migratory game bird species or population harvested in the settlement area shall be provided to the Board by the Minister as required to enable the Board to establish the total allowable harvest for the settlement area.

Referenced Clauses: 13.5.14(b)(i)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Advise the Board that regulations outside the settlement area are being established for harvesting of the same migratory bird species as are harvested in the settlement area	Cws	after settlement legislation
2. Advise the Board of the date for receipt of the information on the establishment of the total allowable harvest for the settlement area	Minister, DOE	after settlement legislation
3. Provide the Board with the total harvest figures for Canada of each migratory game bird species or population harvested in the settlement area to enable the establishment of the total allowable harvest level for the settlement area	Cws	as required
4. Establish the total allowable harvest for the settlement area and inform the Minister	Board	by date established by Minister
5. If total allowable harvest is not established by the Board, the Minister may establish a total allowable harvest and advise the Board	Minister, DOE	after date established by Minister

Project 13-6: Management of migratory wildlife species

Project Manager: Government of the Northwest Territories (GNWT) - Department of Renewable Resources (DRR), Department of Fisheries and Oceans (DFO), Department of Environment (DOE) - Canadian Wildlife Service (CWS), Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

Participant/Liaison: Renewable Resources Board (Board), Users

Obligations Addressed:

13.6.1 Government undertakes that plans for wildlife management and habitat management will be designed to maintain or enhance the productivity of populations of migratory species within the Northwest Territories and Yukon Territory in an integrated fashion.

13.6.2 Government shall work with the Board, other wildlife management bodies and users to establish wildlife management agreements with respect to migratory species. Where an agreement has not been concluded for the management of a migratory species, government may exercise its powers of management including stipulating the terms of a management plan which shall be binding on all persons.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Government shall work with the Board, other wildlife management bodies, and users to establish wildlife management agreements the agreements will be designed to maintain or enhance the productivity of populations of migratory species in an integrated fashion	appropriate government department/ agency	after settlement legislation

Funding:

As regards the Government of the Northwest Territories, refer to summary for DRR (Project 13-19).

Project 13-7: Establishment of an agreement for the management of the **Bluenose Caribou Herd**

Project Manager: Government of the Northwest Territories (GNWT) - Department of **Renewable Resources (DRR)**

Participant/Liaison: All users of **Bluenose Caribou, Renewable Resources Board (Board)**

Obligations Addressed:

13.6.3 Government shall work with the users of the **Bluenose Caribou herd** for the purpose of establishing an agreement for the management of the herd.

13.6.4 Any management agreement established with respect to the **Bluenose Caribou Herd . . . shall apply . . .** notwithstanding any provisions of this agreement which may be inconsistent with such agreements.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Government shall work with the users of the Bluenose Caribou Herd for the purpose of an agreement for the management of the herd	DRR	after settlement legislation
2. Bluenose Caribou Herd Management Agreement established	DRR, users	

Planning Assumption:

As part of the overall funding to be provided by Canada to the Government of the Northwest Territories in respect of an identical provision in the Gwich'in Comprehensive Land Claim Agreement, the Government of the Northwest Territories agreed that they will allocate the funds toward organizing meetings of the user groups, including user groups in the Sahtu settlement area. The funding identified in the Implementation Plan for the Gwich'in Comprehensive Land Claim Agreement, in current dollars, is: Year 1- \$52,679; Year 2- \$.54,259; and Year 3-\$55,887.

While this allocation is subject to change by the Government of the Northwest Territories as provided for in Annex C, paragraph 5 of the Gwich'in Implementation Plan, it is assumed that the funding identified in that implementation plan will be sufficient for the purpose of fulfilling this obligation.

A Bluenose Caribou Herd Management Agreement will be developed by methods similar to that used to achieve the Porcupine Caribou Management Agreement.

Funding is being provided only for the purpose of developing a management agreement for the **Bluenose Caribou Herd**.

Project 13-8: Management of migratory species which cross international boundaries

Project Manager: Department of Environment (DOE) - Canadian Wildlife Service (CWS), Department of External Affairs

Participant/Liaison: Sahtu Tribal Council (STC), Government of the Northwest Territories (GNWT) - Department of Renewable Resources (DRR)

Obligations Addressed:

13.6.5 In respect of migratory species which cross international boundaries, Canada shall endeavour to include the countries concerned in cooperative conservation and management agreements and arrangements. Canada shall endeavour to have provisions in such agreements respecting joint research objectives and related matters respecting the control of access to populations.

Referenced Clauses: 13.8.23, 13.8.32, 13.10.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Decide to approach another country to seek a cooperative management agreement or arrangement respecting migratory species	CWS	after settlement legislation
2. Notify the other country of a desire to enter into a cooperative conservation and management agreement or arrangement in respect of migratory species	External Affairs	
3. Enter into discussions	External Affairs	
4. Enter into an agreement or arrangement	External Affairs	

Project 13-9: Representation in any Canadian management regime established pursuant to an international agreement

Project Manager: Department of Environment (DOE) - Canadian Wildlife Service (CWS)

Participant/Liaison: Sahtu Tribal Council (STC), Government of the Northwest Territories (GNWT) - Department of Renewable Resources (DRR)

Obligations Addressed:

13.6.6 Government shall provide the Sahtu Tribal Council with the opportunity to be represented in any Canadian management regimes in respect of migratory species which are established pursuant to international or domestic agreements and which affect migratory species in the settlement area.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Provide the STC with opportunity to be represented in any Canadian management regime established pursuant to an international agreement which affects migratory species in the settlement area	appropriate agency	after settlement legislation

Funding:

- Aa regards the Government of the Northwest Territories, refer to summary for DRR (Project 13-19).

Planning Assumptions:

As applicable, funding for representation of the STC will be consistent with appropriate agency practices.

Reject 13-10: Development of Canadian positions for international consultations and negotiations relevant to migratory bird management

Project Manager: Department of Environment (DOE) - Canadian Wildlife Service (CWS)

Participant/Liaison: Renewable Resources Board (Board)

Obligations Addressed:

13.6.7 Canada shall consult the Board in developing Canadian positions for international consultations and negotiations relevant to migratory bird management in the settlement area.

Referenced Clauses: 13.8.23, 13.10.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Board that Canadian positions for international consultations and negotiations relevant to migratory bird management in the settlement area are being developed; provide the Board with a reasonable period of time to prepare its views on the matter; and provide the Board with an opportunity to present its views	Cws	after settlement legislation
2. Review the proposal and present views to CWS	Board	within period provided
3. Give full and fair consideration to the views presented	Cws	

Project 13-11: Existing commercial harvesting rights in waters overlying Sahtu lands

Project Manager: Department of Fisheries and Oceans (DFO)

Participant/Liaison: Existing licence holder

Obligations Addressed:

13.7.3 (b) Government may not issue a licence for a fishery in waters overlying Sahtu lands to a person who is not a participant except in the case of a person who:

- (i) held a licence which was valid at the date of settlement legislation for a fishery in waters overlying Sahtu lands; and
- (ii) applies to renew and is issued such licence within the April 1 to March 31 period in which the date of settlement legislation occurs and in every April 1 to March 31 period thereafter.

Referenced Clauses: 13.7.3(a)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. When land withdrawals take place no new commercial fishing licences will be issued giving permission to fish in waters overlying Sahtu lands, but licences will continue to be issued to any applicant who had a licence in the area during at least one of the two previous fishing seasons	DFO	after land withdrawals
2. Where a licence is not renewed any existing right lapses	DFO	

Project 13-12: Issuance of commercial licences for fishing in waters outside Sahtu lands

Project Manager: Department of Fisheries and Oceans (DFO)

Participant/Liaison: Renewable Resources Board (Board)

Obligations Addressed:

- 13.7.3 (d) In the case of the commercial harvesting of fish in waters other than waters in (b):**
- (i) government shall offer to participants for every licensing period after the date of settlement legislation and for each fishery a number of licences equal to the larger of
 - (A) the number of licences held by participants at the date of settlement legislation who met any minimum production requirements, and if there are no production requirements, who actually fished pursuant to a licence during the fishing season immediately preceding the date of settlement legislation, and
 - (B) the number of licences held by participants at the date of settlement legislation who met any minimum production requirements, and if there are no production requirements, who actually fished pursuant to a licence during the fishing season two seasons immediately preceding the date of settlement legislation;
 - (ii) government shall first offer the licences described in (i) to participants who, in the fishery for which the licence is offered, met any minimum production requirements, and if there are no production requirements, who actually fished pursuant to a licence, in both or either of the two immediately preceding fishing seasons; and second, to the STC;
 - (iii) subject to (iv), the Sahtu Tribal Council shall have the right of first refusal, for each fishery, to one half of any licences which are new, not renewed or not re-issued to the previous holder;
 - (iv) the right provided in (iii) shall not apply for any fishing season for any fishery in respect of which participants and the Sahtu Tribal Council together have been offered or issued at least 50 percent of the licences for that fishing season for that fishery; and
 - (v) after the participants have been offered or have taken up licences pursuant to (i) or (iii), participants shall be treated on the same basis as other licence applicants in respect of a particular fishery.

Referenced Clauses: 13.7.3(b)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Effective the date of settlement legislation, no new commercial licences issued for any fishery in waters outside of Sahtu lands until a limit on the number of licences is established	DFO	after settlement legislation
2. Review the matter of the limit of commercial fishing licences and recommend to the Minister the number of licences that should be established for each fishery in waters outside Sahtu lands	Board	within 9 months of settlement legislation
3. If the Board does not recommend a limit for the number of licences for each fishery within nine months of settlement legislation, the Minister will immediately make an interim decision pursuant to clause 13.8.35 establishing	Minister, DFO	9 months after settlement legislation

such a limit for each fishery in waters other than those overlying Sahtu lands

- | | | |
|--|-----|--|
| 4. Offer to the participants for every licensing period and for every fishery a number of licences equal to the larger of the number of licences held by participants at the date of settlement legislation who met any minimum production requirements, and if there are no production requirements, who actually fished pursuant to a licence during the fishing season immediately preceding the date of settlement legislation, and during the fishing season hvo seasons immediately preceding the date of settlement legislation | DFO | after establishment of limit on number of licences |
| 5. First offer the licences described in 4 to participants, as set out in 13.7.3 (d)(ii), and second, to the STC | DFO | |
| 6. During any fishing season for any fishery where participants and the STC together have not been offered or issued at least 50% of the licences, the STC shall have the right of first refusal, for each fishery, to 50% of any licences which are new, not renewed or not re-issued to the previous holder, subject to 13.7.3(d)(iv) and 13.7.3(d)(v) | DFO | |

Legislative/Regulatory Amendments:

Possible regulatory amendment

Planning Assumptions:

“New” licence means a licence issued to a person who had not held a licence for that particular fishery during either of the two full previous licensing periods. A license period is April 1 to March 31. Therefore, for example, if settlement legislation is adopted in October 1993 the two full previous licensing periods would be 1991-92 and 1992-93.

The “freeze” on the issuance of new licences will be in effect between the date of settlement legislation and the establishment of a limit on the number of licences for a fishery, whether after a recommendation by the Board or by an interim decision of the Minister.

It is assumed that when considering the limit of the number of licences the Board will consider a number of factors including, but not limited to, the number of licences held in previous years, quota size, economic viability, and conservation.

Project 13-13: Relinquishment of a licence and/or sale or transfer of enterprises related to commercial naturalist activities and to commercial guiding and outfitting activities in respect of hunting and sport fishing

- Project Manager: Government of the Northwest Territories - Economic Development and Tourism (ED&T), Department of Renewable Resources (DRR)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

- 13.7.6 (a) In the event that the holder of a licence in respect of any of the activities described in 13.7.4 intends to relinquish the licence and/or sell or transfer the enterprise, or any part thereof, the Sahtu Tribal Council shall have the right of first refusal to take up such licence and/or the first opportunity to purchase the said enterprise or the part thereof at fair market value, provided that the following shall not be considered as sales or transfers under 13.7.6:
- (i) sales or transfers to persons holding rights or options to purchase as at the date of this agreement;
 - (ii) sales or transfers to persons who are members of the holder’s immediate family, and who are themselves eligible to hold a licence; or
 - (iii) incorporations or reorganizations which do not affect the effective ownership of the enterprise, or amount to an effective sale or transfer of all or a part thereof.
- (b) Procedures for the exercise of the right of first refusal in (a) are set out in schedule II to this chapter.

Referenced Clauses: 13.7.4, schedule H to chapter 13

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Give the STC the right of first refusal to take up a licence where a licence holder relinquishes a licence for a commercial naturalist activity or for a commercial guiding or outfitting activity in respect of hunting or sport fishing	licensing authority	after settlement legislation

Funding:

As regards the Government of the Northwest Territories, refer to summary for DRR (Project 13-19).

Planning Assumptions:

Where the owner of an enterprise conducting a commercial naturalist activity or a commercial guiding or outfitting activity in respect of hunting or sport fishing seeks to sell or transfer the enterprise, or any part thereof, the STC will have the first opportunity to purchase it at fair market value in accordance with the process set out in schedule II to chapter 13.

Where an enterprise is sold or transferred the licensing authority will not transfer the licence unless it is provided with evidence that the STC was provided the first opportunity to purchase in accordance with the process set out in schedule II to chapter 13.

Project 13-14: Establishment of Renewable Resources Board (Board)

Project Manager: Department of Indian Affairs and Northern Development (DIAND)

Participant/Liaison: Sahtu Tribal Council (STC), Department of Fisheries and Oceans (DFO), Department of Environment (DOE) - Canadian Wildlife Service (CWS), Government of the Northwest Territories (GNWT) - Department of Renewable Resources (DRR)

Obligations Addressed:

- 13.8.1 (a) A Renewable Resources Board shall be established to be the main instrument of wildlife management in the settlement area. The Board shall act in the public interest.
- (b) The Board shall be established by virtue of settlement legislation at the date thereof.
- (c) Wildlife shall be managed in the settlement area in accordance with this agreement including its objectives.

Referenced Clauses: 13.8.3, 13.8.4, 13.8.5, 13.8.6, 13.8.7, 13.8.9, schedule HI to chapter 13

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Nominate three board members and three alternate members and nominate three board members and three alternate members;	- DFO, DOE - CWS, GNWT - DRR - STC	within 60 days of settlement legislation within 60 days of settlement legislation
<u>OR</u>		
failing nomination of members and alternates by either party the Governor in Council and Executive Council may jointly complete the Board	Canada, GNWT	after 90 days of settlement legislation
2. Jointly appoint the six board members and the six alternate board members	Canada, GNWT	within 4 months of settlement legislation
3. Appointees take oath	Canada	within 4 months of settlement legislation
4. Nominate Chairperson	Board	within 90 days of appointment
<u>OR</u>		
failing nomination of Chairperson, the Minister of Indian Affairs jointly with the Minister of Renewable Resources after consultation with the Board, recommend a Chairperson	Ministers of DIAND and DRR	after 90 days of appointment of board members
5. Jointly appoint the Chairperson	Canada, GNWT	after selection
6. Chairperson takes oath	Canada	

7. Should a member leave the Board, the party which nominated that member nominates a replacement within 90 days	government or STC	as required
8. Carry out responsibilities as provided in the agreement, or as otherwise delegated by government	Board	on-going
9. Prepare annual budget	Board	for year two and annually thereafter
10. Review and approve budget	Canada	annually

Funding:

Identified funding:

1993 Constant Dollars

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
259,411	583,196	582,196	584,196	582,196	584,196	581,296	576,796	574,796	576,796

The detailed cost worksheet and cost worksheet notes for the Board are attached for reference purposes. They were developed for the purpose of estimating the funding to be provided to the Board. It is not intended that the Board shall be constrained to any particular expenditure line item.

- The detailed cost worksheet includes the amount for the independent research capability of the Board referred to in the activity sheet for clause 13.8.38.

As regards the Government of the Northwest Territories, refer to summary for DRR (Project 13-19).

Planning Assumptions:

Canada and the GNWT will hold hi-lateral discussions regarding joint appointments. Government shall ensure that the Board shall include at least one resident of the NWT who is not a participant.

Project: RENEWABLE RESOURCES BOARD		(1993 Constant Dollars)									
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
BOARD -											
Honoraria		15,300	53,850	53,550	53,550	53,550	53,550	53,550	53,550	53,550	53,550
Travel		4,680	16,380	16,380	16,380	16,380	16,380	16,380	16,380	16,380	16,380
Meals & incidentals		2,544	8,904	8,904	8,904	8,904	8,904	8,904	8,904	8,904	8,904
Accommodations		4,800	16,800	16,800	16,310	16,800	16,800	16,800	16,800	16,800	16,800
Alternate Board members (1 mtg per yr.)		11,622	11,622	11,622	11,622	11,622	11,622	11,622	11,622	11,622	11,622
Committee Meetings			5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
STAFF -											
Director/Biologist:	salary	15,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
	statutory benefits (10.5%)	1,575	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300
	other benefits	3,225	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900
Biologist:	salary	11,500	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000
	statutory benefits (10.5%)	1,208	4,830	4,830	4,830	4,830	4,830	4,830	4,830	4,830	4,830
	other benefits	3,225	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900
Policy analyst:	salary	12,500	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
	statutory benefits (10.5%)	1,313	5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250
	other benefits	3,225	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900
Fin./Admin. Officer	salary	8,750	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
	statutory benefits (10.5%)	919	3,675	3,675	3,675	3,675	3,675	3,675	3,675	3,675	3,675
	other benefits	3,225	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900
Secretary/clerk	salary	7,500	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000
	statutory benefits (10.5%)	788	3,255	3,255	3,255	3,255	3,255	3,255	3,255	3,255	3,255
	other benefits	3,225	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900
Staff Travel - (10 two day trips)			7,490	7,490	7,490	7,490	7,490	7,490	7,490	7,490	7,490
Recruitment/Relocation			8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Professional Development (2% of salaries)			4,640	4,640	4,640	4,640	4,640	3,740	3,740	3,740	3,740
OFFICE / SUPPLIES / EQUIPMENT -											
Rent & O/M		9,750	39,000	39,000	39,000	39,000	39,000	39,000	32,500	32,500	32,500
Supplies		5,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Computers		13,800		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Phone/fax		1,500	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Photocopier		1,500	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Office furniture		20,000									
Journals / books		500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Miscellaneous (up-gradng)			1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Insurance		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
OTHER -											
Independent Board Research			50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Consultation			5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Public Reviews			10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Publications & Communications			2,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Audit			5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Legal			5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
START-UP COSTS -											
Honoraria		21,300									
Travel / meals & incidentals / accommodations		14,739									
Meeting room rental / secretarial services		4,500									
Professional services		15,000									
Recruitment & relocation		30,000									
Miscellaneous		5,000									
		259,411	583,196	582,196	584,196	582,196	584,196	581,296	576,796	574,796	576,796

COST WORKSHEET - RENEWABLE RESOURCES BOARD

COST WORKSHEET NOTES

Renewable Resources Board

It is assumed that:

the Renewable Resources Board will be comprised of 3 representatives of the Sahtu Tribal Council, 1 representative from each of the Canadian Wildlife Service, the Department of Fisheries and Oceans, and the Department of Renewable Resource (GNWT) and an independent chairperson;

the office of the Renewable Resources Board will be located in the settlement area;

the Renewable Resources Board will conduct the Settlement Area Harvest Study;

the Renewable Resources Board will house the Settlement Area Harvest Study staff;

the funding identified as start-up costs will be managed by DIAND;

during the 9 month start-up period board members will be appointed, a budget for the first year of the Settlement Area Harvest Study will be prepared and submitted to government, and staff biting and office set up will be initiated;

the Renewable Resources Board will be fully operational by the beginning of year 2;

the Renewable Resources Board will have 7 meetings of three days per year;

the chairperson will have one preparation day per meeting;

travel, accommodation and meals expenses for board meetings cover the expenses of all board members (if representatives are government employees no honorarium will be paid);

the line budget projections for meeting and travel costs are based on:

- honoraria for chairperson @ \$275 per day;
- honoraria for board members @ \$200 per day;
- travel @ \$390 per traveling board member;
- accommodation @ \$100 per night; and
- meals and incidentals @ \$53 per day;

the annual budget projections will be subject to review and approval by government.

The Implementation Plan and associated funding may be amended from time to time as determined by the Implementation Committee.

Project 13-15: Independent research capability of the Renewable Resources Board (Board)

Project Manager: Renewable Resources Board (Board)

Obligations Addressed:

13.8.38 The Board may participate in harvesting studies, data collection and in the evaluation of wildlife research. It is intended that the Board have an independent research capability, to the extent agreed by government and which does not duplicate research which is otherwise available to it.

Activities (in sequence)	RESPONSIBILITY	TIMING	GUIDELINES
1. Evaluate wildlife research	Board	periodically	

Funding:

- See funding for the Board (Project 13-14)

Planning Assumptions:

The Board may participate in harvesting studies and other data collection conducted in the settlement area by government or by others. It is understood that the Board will not enter into the independent conduct of field research, unless so agreed to by government.

Project 13-16: Conduct of wildlife research or harvesting studies in the settlement area

Project Manager: Government of the Northwest Territories (GNWT) - Department of Renewable Resources (DRR), Department of Environment (DOE), Department of Fisheries and Oceans (DFO), Renewable Resources Board (Board)

Participant/Liaison: Renewable Resources Councils (RRCs), participant harvesters

Obligations Addressed:

13.8.40 Wildlife research or harvesting studies conducted in the settlement area by government, or by the Board, or with government assistance shall directly involve Renewable Resources Councils and participant harvesters to the greatest extent possible.

Referenced Clauses: 13.3.1, 13.8.37

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. When plans are made to conduct wildlife research or harvest studies in the settlement area, affected RRC(s) and local participant harvesters advised of the plans	DRR, DOE, DFO, Board	after settlement legislation
2. Involve, to the greatest extent possible, the affected RRC(s) and local participant harvesters in the wildlife research or harvesting study projects	DRR, DOE, DFO, Board	::

Planning Assumptions:

It is intended that the Board and government departments and agencies work in close collaboration, and exchange full information on their policies, programs and research.

Project 13-17: Establishment of Renewable Resources Councils (RRCs)

Project Manager: Designated Sahtu organization

Participant/Liaison: Renewable Resources Board (Board)

Obligations Addressed:

13.9.1. There shall be a Renewable Resources Council in each Sahtu community to encourage and promote local involvement in conservation, harvesting studies, research and wildlife management in the community.

13.9.2 A Renewable Resources Council shall be established by the designated Sahtu organization in the community.

13.9.3 A Renewable Resources Council shall be composed of not more than seven persons who are residents of the community.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Establish a RRC in each community	designated Sahtu organization	within one month of settlement legislation
2. Advise the Board of the establishment of the RRCS	RRCS	on establishment

Funding:

Identified funding:

1993 Constant Dollars

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
186,110	179,610	179,110	186,110	186,110	186,110	186,110	186,110	186,110	186,110

The detailed cost worksheet and cost worksheet notes for the RRCS are attached for reference purposes. They were developed for the purpose of estimating the funding to be provided to the RRCs. It is not intended that the RRCS shall be constrained to any particular expenditure line item.

Planning Assumptions:

The powers of the RRCS are outlined in the agreement.

Should the role of the local Hunters' and Trappers' Association be taken over by a RRC, the Government of the Northwest Territories will provide the funding that would have gone to the local Hunters' and Trappers' Association to that RRC.

COST WORKSHEET - RENEWABLE RESOURCES COUNCILS

Project: RENEWABLE RESOURCES COUNCILS	(1993 Constant Dollars)									
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Dolville Lake	37,222	35,922	35,922	35,922	35,922	35,922	35,922	35,922	35,922	35,922
Fort Franklin	37,222	35,922	35,922	35,922	35,922	35,922	35,922	35,922	35,922	35,922
Fort Good Hope	37,222	35,922	35,922	35,922	35,922	35,922	35,922	35,922	35,922	35,922
Fort Norman	37,222	35,922	35,922	35,922	35,922	35,922	35,922	35,922	35,922	35,922
Norman Wells	37,222	35,922	35,922	35,922	35,922	35,922	35,922	35,922	35,922	35,922
GRAND TOTAL	179,610	179,610	179,610	179,610	179,610	179,610	179,610	179,610	179,610	179,610

COST WORKSHEET NOTES**Renewable Resources Councils**

It is assumed that:

the budget projections reflect the total funding available from Canada for the Renewable Resources Councils; and

the Sahtu Tribal Council will receive and account for the funding approved for the Renewable Resources Councils.

The Implementation Plan and associated funding may be amended from time to time as determined by the Implementation Committee.

Project 13-18: Formulation of government positions in relation to international agreements respecting wildlife or wildlife habitat

Project Manager: Department of Environment (DOE) - Canadian Wildlife Service (CWS), Department of Fisheries and Oceans (DFO)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

13.10.1 Government shall consult with the Sahtu Tribal Council with respect to the formulation of government positions in relation to international agreements which may affect wildlife or wildlife habitat in the settlement area, including negotiations with respect to methods of harvesting and amendments to the Migratory Birds Convention (1916), prior to adopting positions.

Referenced Clauses: 13.6.6

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the STC that proposals are being developed in relation to international agreements which may affect wildlife or wildlife habitat in the settlement area, including negotiations with respect to methods of harvesting and amendments to the <u>Migratory Birds Convention</u> (1916); provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views	CWS or DFO	after settlement legislation
2. Review the proposals and present views to CWS or DFO	STC	within period provided
3. Give full and fair consideration to the views presented	CWS or DFO	

Planning Assumptions:

As applicable, funding to aboriginal groups consulted will be consistent with departmental practices.

In the event that an international agreement is reached and that agreement provides for a Canadian management regime, the Sahtu Tribal Council will be provided with an opportunity to be represented in any such Canadian management regime.

Project 13-19: Activities of the Department of Renewable Resources

Project Manager: Government of the Northwest Territories (GNWT) - Department of Renewable Resources (DRR)

Participant/Liaison: Renewable Resources Board (Board), Renewable Resources Councils (RRCs), Sahtu Tribal Council (STC), Department of Environment (DOE) - Canadian Wildlife Service (CWS), Department of Fisheries and Oceans (DFO)

Obligations Addressed:

Discussions with other land owners and consultation with RRCS regarding proposals to restrict access to Sahtu harvesting on lands not owned by the Sahtu. (13.4. 13)

Consultation with the STC should government wish to introduce legislation respecting the humane harvesting of wildlife. (13.4. 14)

Participation of the Working Group to develop the methodology and design of the Settlement Area Harvest Study. (13.5.6)

Work with the Board, other wildlife management bodies, and users to establish wildlife management agreements with respect to migratory species. (13.6.1, 13.6.2)

Provide the Sahtu with the opportunity to be represented in any Canadian management regimes in respect of migratory species which are established pursuant to international or domestic agreements and which affect migratory species in the settlement area. (13.6.6)

Activities respecting commercial opportunities related to wildlife. (13.7)

Provision of advice to Minister regarding decisions of the Board. (13.8.25)

Consultation with the Board on any matter which will likely impact on wildlife or wildlife habitat in the settlement area. (13.8.32)

Work in close collaboration with the Board and exchange full information on policies, programs and research. (13.8.37)

Relations with RRCS in the event that they are jointly delegated authority by government and the Board. (13.9.5)

Consultation with the affected RRC regarding granting of licences for the commercial harvesting of trees. (14. 1.7)

Seek the approval of the Board of forest conservation and forest management plans developed for the settlement area. (14. 1.9)

Consult the Board on any matter which affects forestry and forest management. (14.1. 10)

Consult with the STC with respect to the gathering of plants by the Sahtu before legislating to regulate or prohibit gathering of plants. (15.1.3, 15. 1.4)

Provide such expertise as required by an arbitrator in the event that a matter regarding a claim for compensation for losses in relation to wildlife harvesting proceeds to arbitration. (18. 1.4, 18. 1.5)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Consult with the STC, the Board, and the RRCs as required by the Sahtu Dene and Metis agreement, and perform other activities to meet the obligations summarized above	DRR	after settlement legislation

Funding:

As part of the overall finding to be provided by Canada to the Government of the Northwest Territories, the Government of the Northwest Territories will allocate the funds as follows:

1993 Constant Dollars

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
125,000	125,000	125,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000

This allocation is subject to change by the Government of the Northwest Territories as provided for in Annex B, Part 5.

Project 14-1: Licences for the commercial harvesting of trees

Project Manager: Government of the Northwest Territories (GNWT) - Department of Renewable Resources (DRR)

Participant/Liaison: Renewable Resources Council (RRC), Renewable Resources Board (Board)

Obligationa Addressed:

- 14.1.7 (a) No new licence for the commercial harvesting of trees shall be granted without the consent of the affected Renewable Resources Council where such commercial harvesting would significantly affect the harvesting of wildlife by participants.
- (b) The affected Renewable Resources Council shall be consulted by government prior to any change in the area of operation of an existing licence.
- (c) On application by an interested party, or on its own motion, the Board may review the decision of a Renewable Resources Council under (a) not to consent to such commercial harvesting and may permit such harvesting if the Board determines that it is reasonable, in the circumstances, to do so.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Consult with the affected RRC when considering a new licence for the commercial harvesting of trees to determine whether such new licence could significantly affect the harvesting of wildlife by participants	DRR	after settlement legislation
2. Seek the consent of the affected RRC	DRR	When a significant effect on the harvesting of wildlife is expected
3. Issue new licence	DRR	When consent given by the RRC
4. Review the decision on application by an interested party or by its own motion	Board	When the RRC does not give consent
5. The Board may decide to permit the new licence if it determines it reasonable to do so	Board	
6. Consult with the affected RRC where a change in the area of operation of an existing licence is sought by a licensee	DRR	prior to a decision being made

Funding:

As regards the Government of the Northwest Territories, refer to summary for DRR (Project 13-19).

Planning Assumptions:

Consultation with the RRCS will follow the form defined in the Sahtu Dene and Metis agreement.

Project 15-1: **Legislation to regulate or prohibit gathering of plants**

Project Manager: Government of the Northwest Territories (GNWT) - Department of Renewable Resources (DRR)

Participant/Liaison: **Sahtu Tribal Council (STC)**

Obligations Addressed:

15.1.3 Government shall consult with the **Sahtu Tribal Council** with respect to the gathering of **plants** by participants before legislating to regulate or prohibit gathering of plants.

Referenced Clauses: 15.1.4, 15.1.5

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING Guidelines
1. Notify the STC of a proposal to develop legislation to regulate or prohibit gathering of plants in the settlement area; provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views	DRR	after settlement legislation
2. Review the proposal and present views to DRR	STC	within period provided
3. Give full and fair consideration to the views presented	DRR	
4. Decide whether to proceed with the proposal	DRR	

Funding:

As regards the Government of the Northwest Territories, refer to summary for DRR (Project 13-19).

Planning Assumptions:

The proposed legislation will be consistent with 15.1.4 and 15.1.5.

Project 16-1: Establishment and operation of National Parks

Project Manager: Department of Environment (DOE) - Canadian Parks Service (CPS)

Participant/Liaison: Sahtu Tribal Council, Government of the Northwest Territories (GNWT) - Economic Development and Tourism (ED&T)

Obligations Addressed:

16.1.6 Except as otherwise provided in this agreement, all national parks in the settlement area shall be planned, established and managed pursuant to the National Parks Act, R.S. 1985, c. M-13, and other legislation, the national parks policy and park management plans in effect from time to time.

Referenced Clauses: 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Propose establishment of a National Park in the Sahtu settlement area	CPS	after settlement legislation
2. Prepare an Impact and Benefit Plan for proposed National Park	CPS, Sahtu Tribal Council	after proposing new park
3. Minister makes a decision on an Impact and Benefit Plan	Minister, DOE	within a reasonable time of starting discussions on Plan
OR		
If the two parties fail to reach agreement on an Impact and Benefit Plan the: Sahtu Tribal Council and CPS may each submit their own plan to Minister; Minister considers plans and decides on a plan; and Minister gives written reasons for his decision	CPS, Sahtu Tribal Council, Minister, DOE	
4. Establish National Park where necessary, recognize Sahtu traditional and current use of lands in the park in the policies and public information programs and materials survey boundaries of the park	CPS	after preparation of impact and benefit plan
5. Establish a National Park Management Committee (NPMC) consultation regarding structure identify candidates for membership on committee appoint members and alternate members - convene committee - select chairperson - adopt operating procedures	CPS, Renewable Resources Council	at time park is established

6. Prepare interim management guidelines	CPS, NPMC	within 2 years of park being established
7. NPMC advised of reasons for rejection of any advice provided - Minister provides reasons in writing - Minister provides the NPMC an opportunity to further consider the matter	Minister, DOE	as required
8. Prepare a park management plan	CPS, NPMC	within 5 years of park being established
9. Review the Impact and Benefit Plan	CPS, NPMC	at least every ten years
10. Review and revise the park management plan	CPS, NPMC	at least every ten years

Training/Economic Opportunities:

- To be dealt with in the Impact and Benefit Plan

The Sahtu Tribal Council shall have the right of first refusal to any new licences related to wildlife and tourism in national parks in the settlement area

In the event that there is the manipulation of wildlife populations by way of a controlled hunt in a national park in the settlement area participants shall be given the preferential right to participate in the hunt

Planning Assumptions:

When any park is established, there is an amendment to the National Parks Act to legally establish the park

When and if circumstances require, CPS will develop specific regulations for individual parks

Currently, the only consideration regarding the establishment of a National Park within the Sahtu settlement area is the proposal that a portion of the proposed Bluenose National Park may be within the settlement area.

The costs associated with the establishment of a National Park Management Committee will be the responsibility of CPS.

The National Park Management Committee shall consist of equal numbers of members to be appointed by the appropriate Renewable Resources Council or Councils and by the Minister of Environment in consultation with the GNWT. For each member appointed there shall be appointed an alternate member in the same manner.

Project 16-2: Changing boundaries of a National Park, once established

Project Manager: Department of Environment - Canadian Parks Service (CPS)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

16.1.7 Once established, the boundaries of a national park shall not be reduced without the consent of the Sahtu Tribal Council. The boundaries of a national park shall not be enlarged except by Order-in-Council, proclamation or legislation after consultation with the Sahtu Tribal Council.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the STC of a proposal to reduce the boundaries of a national park in the settlement area	CPS	after settlement legislation
2. Review the proposal and grant or withhold consent	STC	
3. Notify the STC of a proposal to enlarge the boundaries of a national park in the settlement area; provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views	CPS	after settlement legislation
4. Review the proposal and present views to CPS	STC	within period provided
5. Give full and fair consideration to the views presented	CPS	
6. If consent is granted by the STC for a reduction of the park or if a decision is made to enlarge the park after consultation with the STC, amend the park boundaries	CPS	

Training/Economic Opportunities:

As may be associated with any amendment to the Impact and Benefit Plan

Planning Assumptions:

There are no national parks in the settlement area.

An amendment of the National Parks Act is required to effect a change in the boundary of a park.

Project 16-3: Proposed Bluenose National Park

Project Manager: Department of Environment - Canadian Parks Service (CPS)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

- 16.8.1** (a) A national park is proposed to be established to include Bluenose Lake and the watershed of the Homaday River.
- (b) If the park includes lands within the settlement area, the Sahtu Tribal Council shall be consulted with respect to the establishment of the park and, subject to 16.8.2, the provisions of chapter 16 shall apply.
- 16.8.2** (a) The parties may agree that 16.2 does not apply within Bluenose National Park.
- (b) 16.3 shall not apply within Bluenose National Park. The Sahtu Tribal Council shall be entitled to nominate one member to any committee established to manage the park if lands within the settlement area form part thereof.
- (c) 16.7.2 and 16.7.3 shall apply only with respect to activities described therein that are carried on in that part of the park within the settlement area.

Referenced Clauses: chapter 16

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. If the proposed Bluenose National Park includes lands within the Sahtu settlement area, notify the STC with respect to the establishment of the park, and advise that government proposes that there will not be an Impact and Benefit Plan as described in 16.2 for the park; provide the STC with a reasonable period of time to prepare views on the matter; and provide the STC with an opportunity to present its views	CPS	prior to the establishment of the park
2. Review the proposal and present views to CPS	STC	within period provided
3. Give full and fair consideration to the views presented and discuss further if required	CPS	as required
4. If agreement is not reached that 16.2 does not apply within Bluenose National Park:		
an Impact and Benefit Plan will be developed;	CPS, STC	within a reasonable period of time
OR		
- parties may agree that an Impact and Benefit Plan is not necessary	CPS, STC	prior to establishment of the park
OR		

-
- | | | |
|--|----------------------------------|--|
| - the proposed park will not include land in the Sahtu settlement area | CPS | |
| 5. If a portion of a Bluenose National Park is within the Sahtu settlement area, any committee established to manage the park shall include one member to be nominated by the STC | CPS | at time that any such committee is developed |
| 6. If a committee is established, as identified in 5, to manage the park one member shall be nominated by the STC | STC | upon establishment of the committee |
| 7. Any economic and employment opportunities pursuant to 16.7.2 and 16.7.3 shall be provided to Sahtu Dene and Metis only when carried on in that part of the park within the settlement area. | CPS or park management committee | as developed |

Project 17-1: Establishment and operation of protected areas

Project Manager: Government of the Northwest Territories (GNWT) - Economic Development and Tourism (ED&T), Canada - Affected departments

Participant/Liaison: Sahtu Tribal Council (STC), Local communities

Obligations Addressed:

- 17.2.1 (a) Government shall consult with the Sahtu Tribal Council and with affected local communities prior to the establishment of any protected area, or changes in the boundaries of an established protected area. Such consultation shall commence not less than 12 months prior to the establishment of the protected area or the change in boundaries.
- (b) In an emergency for reasons of conservation, such consultation may take place in a shorter period. In the event of an emergency for reasons of conservation which requires immediate government action, government shall consult with the Sahtu Tribal Council as soon as possible after the establishment of a protected area on the necessity of the action and the terms and conditions attached thereto.

Referenced Clauses: 17.2.6, 2.1.1 (definition of “protected area”), 17.3

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Identify site of potential protected area	ED&T or Canada - affected departments (proponent)	after settlement legislation
2. Notify the STC and the local community(ies) of a proposal to establish a protected area or change the boundary of an established protected area; provide the STC with a reasonable period of time to prepare views on the matter; and provide the STC with an opportunity to present those views	proponent	not less than 12 months prior to protected area being established
3. Review the proposal and present views to the proponent	STC, local community (ies)	within period provided
4. Give full and fair consideration to the views presented	proponent	
5. Decide whether or not to establish the protected areas or change the boundary of a protected area	proponent	
6. If a protected area is to be established, negotiate a protected area agreement with the affected Sahtu community (ies)	proponent	within two years of commencing negotiations
7. If a protected area agreement is not negotiated, each party may submit its own proposal to the Minister responsible	proponent, local community (ies)	

8. Give written reasons for a decision regarding a protected area agreement responsible Minister
9. Establish protected area or change the 'boundary of a protected area' proponent

Training/Economic Opportunities:

As identified in the protected area agreement

Project 17-2: Consultation with the Sahtu Tribal Council prior to the establishment of a territorial park which is not included in the definition of territorial park

Project Manager: Government of the Northwest Territories (GNWT)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

17.2.2 The Government of the Northwest Territories shall consult with the Sahtu Tribal Council prior to the establishment of any territorial park which is not included in the definition of territorial park under this chapter.

Referenced Clauses: 2.1.1 (definition of “territorial park”)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the STC a proposal to establish a territorial park which is not included in the definition of territorial park under chapter 17; provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views	GNWT	after settlement legislation
2. Review proposal and present views to the GNWT	STC	within period provided
3. Give full and fair consideration given to the views presented	GNWT	
4. Decide whether to proceed with the proposal	GNWT	

Planning Assumptions:

With respect to the Government of the Northwest Territories, the performance of these activities may be achieved through its programs and policies which are in place from time to time.

Project 17-3: Park management plans

Project Manager: Government of the Northwest Territories (GNWT) - Economic Development and Tourism (ED&T)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

17.2.3 The Government of the Northwest Territories may prepare a park management plan for each territorial park which describes the policies which will guide the conservation and management of the park and its resources. **The Sahtu Tribal Council shall be invited to participate in the preparation of any plan. A park management plan shall be approved by the Minister before coming into force. The use by participants shall be in accordance with applicable interim management guidelines or park management plan.**

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Decision made on whether to prepare a park management plan	ED&T	after settlement legislation
2. Invite the STC to participate in the preparation of park management plan	ED&T	

Training/Economic Opportunities:

As identified in park management plan

Project 17-4: Employment and training opportunities associated with protected areas

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP), Government of the Northwest Territories (GNWT) - Intergovernmental and Aboriginal Affairs (IAA)

Participant/Liaison: Sahtu Tribal Council (STC), government departments

Obligations Addressed:

17.2.7 It is the objective of the parties that qualified participants be employed at all occupational levels in protected areas. Government shall identify employment opportunities in respect of the management and administration of protected areas and shall provide appropriate training opportunities for participants as set out in the implementation plan. For any protected area established after the date of settlement legislation, the nature and extent of the training opportunities shall be set out in the protected area agreement.

Referenced Clauses: 17.2.1(a)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Advise government departments responsible for the management and administration of protected areas of this obligation and asked them to identify appropriate employment opportunities in relation to the management and administration of any existing protected areas in the settlement area	NAP, IAA	after settlement legislation
2. Request government departments responsible for the management and administration of protected areas to provide training opportunities for the Sahtu in connection with any employment opportunities identified	NAP, IAA	after settlement legislation
3. Where a protected area is established after the date of settlement legislation, training opportunities shall be addressed specifically in the negotiations for the protected area agreement	government, STC	

Training/Economic Opportunities:

As identified

Funding:

As part of the overall funding to be provided by Canada to the Government of the Northwest Territories, the Government of the Northwest Territories will allocate the funds as follows:

1993 Constant Dollars

<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Y e a r</u>	<u>1 0</u>
30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000

- This allocation is subject to change by the Government of the Northwest Territories as provided for in Annex B, Part 5.

Planning Assumptions:

In the Sahtu Dene and Metis agreement “protected area” means all areas and locations of land set apart and protected by government in the settlement area including historic parks and sites, national wildlife areas, migratory bird sanctuaries, territorial parks, conservation areas, and archaeological sites but does not include national parks. “Territorial park” means an area dedicated as a recreation park under 4(l)(a) and (b) of the Territorial Parks Act and any other territorial park outside local government boundaries the area of which exceeds 130 hectares (approximately 321 acres).

Project 17-5: Proposed Canol Trail and Dodo Canyon Park (or Parks)

Project Manager: Government of the Northwest Territories (GNWT) - Economic Development and Tourism (ED&T), Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

Participant/Liaison: Sahtu Tribal Council (STC), Affected government departments

Obligations Addressed:

- 17.3.1 (a) Within three months of the date of settlement legislation, the Government of the Northwest Territories shall submit to Canada a proposal for the creation of a territorial park (or parks) within the lands described in the schedule to this chapter, including a request for a reserve of such lands.
- (b) Canada shall make a decision with respect to the proposal in (a) within two months of the date of its submission.
- (c) The Government of the Northwest Territories shall, within three years of the date of the reservation of lands, submit an application to Canada for the transfer of such lands. The application shall include a park management plan (or plans).
- (d) Canada shall make a decision with respect to the application in (c) within one year.
- (e) Subject to existing rights, titles or interests in the lands in (a) existing at the date of settlement legislation, Canada shall not, prior to a decision with respect to the application in (c), dispose of any interest in such lands or authorize any activity in such lands where the disposition of that interest or the authorization of that activity would be inconsistent with the establishment of a territorial park. To the extent that legislation permits subsurface exploration and development within territorial parks, this provision shall not prevent government from authorizing subsurface exploration and development in the lands in (a).
- (f) For greater certainty, a territorial park (or parks) created on the Canol Trail/Dodo Canyon shall be a protected area within the meaning of this agreement.
- (g) Nothing in 17.3 requires Canada or the Government of the Northwest Territories to develop, establish or operate a territorial park (or parks) in the vicinity of Canol Trail and Dodo Canyon but in the event that a territorial park (or parks) is established, the costs of developing, establishing and operating the park (or parks), other than the incremental costs which, in the absence of this agreement are costs that would not have been incurred by the Government of the Northwest Territories, shall not be costs of implementing this agreement.

Referenced Clauses: 17.3.1(d), Schedule to chapter 17,

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Submit to NAP a proposal for the creation of a territorial park (or parks) within the lands described in the schedule to chapter 17, including a request for a reserve of such lands	ED&T	within three months of settlement legislation
2. Decide with respect to the proposal and reserve lands for the establishment of a park (or parks)	NAP	within two months of submission
3. Submit an application, including a park management plan, to NAP for the transfer of the reserved lands	ED&T	within three years of the date of the reservation
4. Review and respond to the application	NAP	within one year of

submission

5. If the application is accepted, transfer lands to the GNWT NAP
6. In the event of the establishment of a park (or parks) it will be pursuant to chapter 17 ED&T within the timeframe identified in the application

Funding:

As part of the overall funding to be provided by Canada to the Government of the Northwest Territories, the Government of the Northwest Territories will allocate the funds as follows:

1993 Constant Dollars

<u>Year 1</u>	<u>Year 6</u>
12,500	7,500

This allocation is subject to change by the Government of the Northwest Territories as provided for in Annex B, Part 5.

Planning Assumptions:

In the Sahtu Dene and Metis agreement “protected area” means all areas and locations of land set apart and protected by government in the settlement area including historic parks and sites, national wildlife areas, migratory bird sanctuaries, territorial parks, conservation areas, and archaeological sites but does not include national parks. “Territorial park” means an area dedicated as a recreation park under 4(l)(a) and (b) of the Territorial Parks Act and any other territorial park outside local government boundaries the area of which exceeds 130 hectares (approximately 321 acres).

Project 17-6: Kelly Lake Protected Area

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

Obligations Addressed:

- 17.4.1 (a) The lands described in schedule XXII, appendix E, shall be set aside and protected by Canada in order to preserve the natural environment of the area in its natural state for the benefit and enjoyment of the public.
- (b) Subject to existing rights, titles or interests in the lands in (a), Canada shall withdraw the lands in (a) from the disposition of surface interests at the same date as the withdrawal of lands pursuant to 1.12 of appendix C.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Subject to existing rights, titles or interests in the lands in (a), Canada shall withdraw the lands in (a) from the disposition of surface interests	NAP	at the same date as the withdrawal of lands pursuant to 1.12 of appendix C
2. Enforce prohibition of any permanent or semi-permanent occupation of the Kelly Lake Protected Area by implementing the "Unauthorized Occupancy of Territorial Lands - Enforcement Procedures".	NAP	as required
3. Remove debris left by the public using the Kelly Lake Protected Area	NAP	annually

Planning Assumption..:

Since the current usage of the proposed Kelly Lake Protected Area by the public is along the shoreline of Kelly Lake, the inspection for and removal of debris will be along the shoreline. Should it become known that there is a problem of debris in other areas of the protected area the removal of such debris shall also be carried out.

Project 18-1: Resolution of claims for compensation for harvesting losses as a result of development activity

Project Manager: Parties to harvesting compensation claim

Participant/Liaison: Participants, Developer, Arbitration Panel

Obligations Addressed:

- 18.1.2 (a)** A developer is liable absolutely, without proof of fault or negligence, for the following losses and damage suffered by a participant as a result of development activity of that developer:
- (i) loss or damage to property or equipment used in wildlife harvesting or to wildlife harvested;
 - (ii) present and future loss of income from wildlife harvesting; and
 - (iii) present and future loss of wildlife harvested for personal use or which is provided by the participants to other participants for their personal use; and
- (b)** notwithstanding (a), a developer shall not be liable for losses suffered by a participant as a result of the establishment of a national park or a protected area, or any lawful activity within a park or protected area, except for direct loss or damage to property or equipment used in wildlife harvesting or to wildlife harvested.

Referenced Clauses: 18.1.3, 18.1.4, 18.1.5, 18.1.6, 18.1.7

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES --
1. Best efforts will be made to mitigate any losses or damages referred to in 18.1.2	participant, developer	after settlement legislation
2. An agreement may be negotiated with respect to compensation for losses in relation to wildlife harvesting, including the process for settling and resolving any claims	participant, developer	after settlement legislation
3. If a participant considers that a development has caused a loss or damage to wildlife harvesting, the participant may:	participant	after settlement legislation
submit a written claim for compensation to the developer	participant	as soon as possible after the claimed loss is identified
OR		
sue the developer for damages	participant	within the statute of limitations of the relevant legislation
4. If proceeding under the provisions of the agreement, a settlement of the claim for compensation is negotiated	developer, participant	within 30 days of claim submission
5. If a settlement of the claim is not reached within 30 days of submission, either party may refer the matter to arbitration	developer, participant	30 days after claim submission
OR		

If a settlement of the claim is not reached, the participant may sue the developer for damages	participant	within the statute of limitations of the relevant legislation
6. Arbitrator determines validity of the claim	arbitrator	
7. If the claim is proven, compensation is awarded taking into account: - loss or damage to property or equipment - present and future loss of income from wildlife harvesting - present and future loss of wildlife harvested for personal use	arbitrator	
8. Recommendations may also be made regarding measures to be taken by the developer or by the participant to reduce or avoid further losses or damages	arbitrator	

Planning Assumptions:

In cases of wildlife harvesting compensation claims departments and agencies with wildlife management responsibilities will only be responsible to make available any information already held.

Project 19-1: Provision of sand and gravel by participants

Project Manager: Land and Water Board

Participant/Liaison: Designated Sahtu Organization (DSO), Users

Obligations Addressed:

- 19.2.3**
- (a) The participants shall provide supplies of, and permit access to, sand, gravel, clay and other like construction materials on Sahtu lands if, in the opinion of the Land and Water Board, no alternative source of supply is reasonably available in the surrounding area.
 - (b) The participants are entitled to fair and reasonable compensation for any materials supplied under (a).
 - (c) If any person or government, and the participants, do not agree on any terms or conditions respecting the supply of, or access to, materials under (a), the person or government seeking the supply or access may refer the matter to the Land and Water Board which shall decide all matters between the parties including the question of priorities between the participants and other users. The decision of the Land and Water Board shall be final and binding on the parties and shall not be challenged by appeal or review in any court except on the ground that the Board erred in law or exceeded its jurisdiction.
 - (d) The Land and Water Board may establish rules and procedures for the carrying out of this provision.

Referenced Clauses: definition of “participants”, 7.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Potential user approaches the DSO to purchase granular materials	user	after settlement legislation
2. Potential user and the DSO negotiate terms of agreement	DSO and user	as required
3. If agreement is not reached, the potential user may refer the matters to the Land and Water Board for a decision		
4. Land and Water Board decides whether an alternative source of supply is reasonably available	Land and Water Board	
5. If the Land and Water Board decides that no alternative source is reasonably available, the Board will make a decision regarding all matters between the parties, including the question of priorities between the DSO and other users	Land and Water Board	
6. DSO and user accept decision of the Land and Water Board and, if the Board so rules, the designated Sahtu organization provides granular materials under terms established by the Board	DSO and user	

7. The decision of the Board is final and binding, DSO or user
except that the DSO or potential user may
appeal on the grounds that the Board erred in
law or exceeded its jurisdiction

Planning Assumptions:

A Sahtu organization shall be designated pursuant to chapter 7 to represent the participants for the purpose of providing supplies of, and permitting access to, sand, gravel, clay and other like construction materials on Sahtu lands.

During the period between settlement legislation and the establishment of the Land and Water Board, the process set out in 6.2 and 6.4 of the Sahtu Dene and Metis agreement shall be used to resolve any issues in 19.2. 3(c) identified as falling to determination by the Land and Water Board.

The Department of Indian Affairs (DIAND) - Northern Affairs Program (NAP) will make available to the Land and Water Board any existing data and information on sand, gravel, clay and other like construction materials. It is understood that NAP will not be obligated to interpret or advise on any data and information provided.

Project 19-2: Data and information relating to Sahtu lands

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

19.3.2 Canada shall make available to the Sahtu Tribal Council data and information relating to resources and to existing rights, titles and interests on Sahtu lands as soon as practicable after the date of settlement legislation.

Referenced **Clauses:** 3.1.28

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Prepare a list of all existing leases and alienations on lands selected by the Sahtu	NAP	after land selection is completed
2. Provide the STC with current information relating to all existing rights, titles, and interests on Sahtu lands	NAP	as soon as practicable after settlement legislation
3. Make available all accessible data and information relating to resources on Sahtu lands to the STC	Canada	on-going after settlement legislation

Planning Assumptions:

The data and information relating to resources includes existing data and information regarding sand, gravel, clay and other like construction materials.

Government will not be obligated to interpret or advise on any data and information made available.

Project 19-3: Clean up of hazardous waste sites

Reject Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

19.3.4 Where government undertakes any program respecting the clean-up of hazardous waste sites on Crown lands in the settlement area, such program shall apply to hazardous waste sites on Sahtu lands existing at the date of settlement legislation, whether or not identified at that time, and government shall be responsible for the costs associated with such clean-up on Sahtu lands. This provision shall not prevent government from recovering any such costs from a person made liable for these costs pursuant to legislation.

Referenced Clauses: 19.3.3

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Government undertakes a program to clean up hazardous waste sites on Crown land in the Sahtu settlement areas	NAP	existing or after settlement legislation
2. Using the criteria established for the clean-up program, identify hazardous waste sites on Sahtu lands existing at the date of settlement legislation, whether or not identified at that time, including considering all information submitted regarding the location of hazardous waste sites on Sahtu lands and assessing this information against the established criteria for the clean-up program	NAP	concurrent with application of this phase of program on Crown lands in the settlement area
3. Carry out clean-up program on Sahtu lands using same techniques and criteria used on Crown lands	NAP	concurrent with application of this phase of program on Crown lands in the settlement area

Training/Economic Opportunities:

Consistent with provisions in chapter 12, Economic Measures.

Planning Assumptions:

The Arctic Environmental Strategy announced on April 29, 1991, contains an "Action on Waste" component. A program to clean up hazardous waste sites will be carried out under the auspices of this strategy in the North. Consequently, should a clean-up program be carried out in the Sahtu settlement area, no costs will be attributed to the implementation of the Sahtu claim.

Hazardous waste sites are sites on which toxic substances are stored or disposed of, as defined in Part H, section 11, Canadian Environmental Protection Act, R.S. 1985, c. 16 (4th supp.)

Project 19-4: Registration of title to Sahtu lands

Project Manager: Government of the Northwest Territories - Justice (Land Titles Office)

Participant/Liaison: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP), Sahtu Tribal Council (STC), Energy, Mines and Resources (EMR), Government of the Northwest Territories (GNWT) - Municipal and Community Affairs (MACA)

Obligations Addressed:

- 19.3.5 (a) Title to Sahtu lands shall be registered with the Northwest Territories Land Titles Office:
- (i) as soon as possible after settlement legislation, for the lands set out in schedules I, H and IV of appendix E; and
 - (ii) upon the surveying of the lands set out in schedules III and V of appendix E.
- Title shall be registered in as many discrete parcels and of such size as considered necessary by the Registrar of Land Titles.
- (b) Legal descriptions set out in schedules I and H of appendix E shall be used for the purpose of registering title to settlement lands.
 - (c) Wherever surveys of Sahtu lands are required, these surveys shall be registered with the Northwest Territories Land Titles Office and become the legal description for that portion of the parcel boundary, replacing the initial legal description referred to (b).

Referenced Clauses: 19.1.2, 19.1.4, 19.4.1, 23.2.1, 23.2.2, schedules I - V of appendix E

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Prepare, review and approve legal descriptions	NAP, GNWT - MACA	by settlement legislation
2. Register Sahtu lands set out in schedules 1, II, and IV of appendix E	GNWT - Justice	
3. Register Sahtu lands set out in schedules III and V of appendix E	GNWT - Justice	after being surveyed
4. Record any subsequent surveys of the boundaries of Sahtu lands in the Canada Lands Survey Records and filing of the surveys in the Land Titles Office	GNWT - Justice, EMR	On-going

Funding:

As part of the overall funding to be provided by Canada to the Government of the Northwest Territories, the Government of the Northwest Territories will allocate the funds as follows:

1993 Constant Dollars

Year 1
5,000

This allocation is subject to change by the Government of the Northwest Territories as provided for in Annex B, Part 5.

Also, as regards the Government of the Northwest Territories, refer to summary for Justice (Project 29-1).

Planning Assumptions:

- It is assumed that the Territorial Land Use Act is in force on the date of the Settlement Plan.
- It is assumed that the present system of land parcels is accounted for during the registration of the Settlement Plan.
- It is assumed that the present system of land parcels is identified during the registration of the Settlement Plan.

Project 19 - 5: Boundaries of Sahu lands
Project Manager: Energy, Mines and Resources (EMR), Department of Indian Affairs and Northern Development (LIND), Indian Land Selection Program (NALP)
Participant/Liaison: Sahu Tribal Council (STC)

Obligations Addressed:

- 19.4.1 (c) The boundaries of Sahu lands shall be surveyed when the Sahu Tribal Council and government agree that such surveys are required, or to avoid or resolve conflicts with another title or interest holder, and may often be surveyed in the government's discretion.
- (d) Sahu lands set out in this schedule and other lands to be surveyed shall be surveyed.

Referenced Clauses: 19.4.2, 19.3.5(c), schedules II, and V of Appendix E

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING CUM DATES
1. For the purpose of the initial survey program, identify the boundaries of Sahu lands which are required to be surveyed to avoid conflicts with another title or interest holder.	Regional Surveyor, Sahu Tribal Council	as soon as possible after land selection is completed
2. For the purpose of the initial survey program, identify the portions of a right of way that are used as the boundary of Sahu lands.	Regional Surveyor, NALP - Land Selection Office	as soon as possible after land selection is completed
3. Identify those portions of seismic lines and of boundaries and other artificial boundaries of Sahu lands which require to be monumented sufficiently to define their location.	Regional Surveyor	as soon as possible after land selection is completed
4. Notify the STC of the aerial photography program proposed to photograph natural boundaries which are susceptible to moment to moment movements which are not gradual and imperceptible from moment to moment; provide the STC with a reasonable period of time to arrange for its opinion on the matter, and provide the STC with an opportunity to present its views.	Regional Surveyor	as soon as possible after land selection is completed
5. Review the proposal and present views to Regional Surveyor.	STC	
6. Give full and fair consideration to views presented and finalize identification of those natural boundaries which are susceptible to moment to moment movements which are not gradual and imperceptible from moment to moment and which shall be photographed.	Regional Surveyor	after consultation with the STC
7. Conduct the initial survey, monumentation and	EMR	within 5 years of settlement legislation

photography of the boundaries of **Sahtu** lands as identified

- | | | |
|--|------------------------|--|
| 8. Survey the boundaries of Sahtu lands set out in schedules 111 and V of Appendix E | EMR | within 5 years of settlement legislation |
| 9. Identify the boundaries of Sahtu land to be surveyed to avoid or resolve conflicts with another title or interest holder | Regional Surveyor, STC | on-going |
| 10. Survey the boundaries of Sahtu lands as agreed to with the STC, or as otherwise determined at Canada's discretion | EMR | on-going |

Training/Economic Opportunities:

- Opportunities for employment by contract surveyors
- Opportunities for support industries for surveys, i.e. transportation, camps, supplies
- Opportunities for training of survey **personnel**
- Opportunities for other related contracts
- Opportunity to bid on survey contracts

Planning Assumptions:

The STC will be advised of the plans to survey **Sahtu** lands before the annual survey program is finalized.

Project 19-6: Royalties or non-refunded rents on **Sahtu** lands between signing of the agreement and settlement legislation

Project Manager: Department of Indian Affairs and Northern Development (**DIAND**) - Northern Affairs Program (NAP)

Participant/Liaison: **Sahtu** Tribal Council (**STC**)

Obligations Addressed:

19.5.1 Any royalties or non-refunded rents **accruing** to and received by government after the date of this agreement in respect of an interest in lands which becomes an interest of the participants at the date of settlement legislation shall be accounted for by government and an equal amount paid to the **Sahtu** Tribal Council as soon as practicable after the date of settlement legislation.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Account for any royalties or non-refunded rents in respect of Sahtu lands accruing to and received by government between the signing of the agreement and settlement legislation	NAP	after settlement legislation
2. Make payment to the STC of any royalties or non-refunded rents identified by the accounting process	NAP	as soon as possible after completion of accounting

Project 19-7: Government administration of existing mineral interests on **Sahtu** lands

Project Manager: Department of Indian Affairs and Northern Development (**DIAND**) - Northern Affairs Program (NAP)

Participant/Liaison: Designated **Sahtu** organization (**DSO**)

Obligations Addressed:

- 19.5.2 Where lands to which the designated **Sahtu organization** receive title pursuant to 19. 1.2(b) are subject to a mineral interest existing at the date of settlement legislation:
- (a) government shall **continue** to administer such **interest** including the granting of and administration of renewals, replacements, extensions of term or transfers thereof in accordance with applicable legislation as if the interest were on Crown **lands** until such time as the interest ceases to exist;
 - (b) government shall notify the designated **Sahtu organization** of any change in such interest which affects the designated **Sahtu** organization as title-holder; and
 - (c) after the date of settlement legislation, any royalties or non-refunded rents accruing to and received by government from the holder of a mineral interest **shall** be accounted for by government and an equal amount paid to the designated **Sahtu** organization as soon as practicable from time to time.
- 19.5.4 Government **shall be** under no fiduciary obligation to the participants in respect of its administration of mineral interests apart from its obligation to account in 19.5.2(c). In particular, government may, subject to 10.1.3, set royalties, rents and other charges and make other discretionary decisions on the basis of government's resource management policy.

Referenced Clauses: 19.1.2(b), 10.1.3

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Identify all existing mineral interests on Sahtu lands referred to in 19. 1.2(b)	NAP	by settlement legislation
2. Provide the DSO with a list of all existing mineral interests on Sahtu lands and all relevant details of existing mineral interest identified	NAP	at settlement legislation
3. Administer the existing mineral interests in accordance with applicable legislation as if the interest were on Crown land until the interest ceases to exist	NAP	after settlement legislation
4. Notify the DSO of any change in such interest which affects the Sahtu as title-holder	NAP	after settlement legislation
5. Account for any royalties or non-refunded rents accruing to and received by government from the identified interests after settlement legislation	NAP	after settlement legislation
6. Make payments to the DSO of amounts received and accounted for	DIAND	after settlement legislation

Project 20-1: Shared drainage basin agreements

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

Participant/Liaison: **Sahtu** Tribal Council (STC), Government of the Northwest Territories (GNWT) - Department of Renewable Resources (DRR), Other government departments

Obligations Addressed:

- 20.1.11 (a) Government shall use its best efforts to negotiate agreements with other jurisdictions which manage drainage basins shared with the settlement area for the management of water in the shared drainage basin.
- (b) Government shall consult with the **Sahtu** Tribal Council with respect to the formulation of government positions on the management of water in a shared drainage basin before negotiating an agreement pursuant to (a).

Referenced Clauses: 25.1.1(a), 25.1.1(b)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Make contact with other jurisdictions sharing drainage basins with the Sahtu settlement area requesting the negotiation of water management agreements where such agreements have not already been reached or where such negotiations have not been concluded	NAP, GNWT - DRR	after settlement legislation
2. If the other jurisdiction agrees to enter into negotiations, consult with the STC with respect to the formulation of government positions before negotiating an agreement	NAP, GNWT - DRR, STC	
3. Consider the views of the STC and enter into negotiations toward an agreement	NAP, GNWT - DRR	

Planning Assumptions:

The Land and Water Board will be involved in any negotiations entered into pursuant to this process.

If appropriate, funding **will** be made available to the STC to enable them to develop a response to the government proposal.

After settlement legislation, the **STC** may request government for information about any concluded agreements and any current discussions or negotiations regarding shared drainage basin agreements and for an overview of any proposals for shared drainage basin agreements for the settlement area.

ANNEX A

Project **21-1:** Legislation providing for **fees** or charges attached to the exercise of access

Project **Manager:** Government

Participant/Liaison: Designated **Sahtu** Organization (**DSO**)

Obligations Addressed:

21.1.6 Unless otherwise provided by legislation enacted after consultation with the designated **Sahtu** organization, there shall be no fee or charge attached to the exercise of access provided in 21.2, 21.3.1, 21.3.5, 21.3.6, **21.4.1(a)**, 21.4.2, 21.4.3, 21.4.5 and 21.4.6(b).

Referenced Clauses: 7.1, 21.2, 21.3.1, 21.3.5, 21.3.6, **21.4.1(a)**, 21.4.2, 21.4.3, 21.4.5, 21.4.6(b)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the DSO of proposed legislation to attach a fee or charge to the exercise of access as provided in 21.2, 21.3.1, 21.3.5, 21.3.6, 21.4.1(a) , 21.4.2, 21.4.3, 21.4.5, and 21.4.6(b); provide the DSO with a reasonable period of time to prepare its views on the matter, and provide the DSO with an opportunity to present its views	government	after settlement legislation
2. Review the proposal and present views to government	DSO	within period provided
2. Give full and fair consideration to the views presented	government	
3. Decide whether to proceed with the proposal	government	

- Project 21-2: Terms and conditions attached to certain types of access to Sahtu lands
- Project Manager: Designated Sahtu Organization (**DSO**)
- Participant/Liaison: Government of the Northwest Territories (**GNWT**) - Intergovernmental and Aboriginal Affairs (**IAA**), Department of Indian and Northern Affairs (**DIAND**) - Northern Claims Implementation Secretariat (**NCIS**), Arbitration Panel

Obligations Addressed:

21.1.7 (a) **The** designated Sahtu organization may propose terms and conditions, other than fees or charges, for the exercise of access pursuant to 21.2, 21.3.1, 21.4.2 or 21.4.3, in accordance with the following:

- (i) the designated Sahtu organization shall consult with government and attempt to reach agreement on the proposed terms and conditions,
- (ii) if agreement cannot be reached, the designated Sahtu organization or the government may refer the matter to arbitration pursuant to chapter 6, and
- (iii) conditions may not be imposed in relation to law enforcement or inspections authorized by law,

but may not otherwise establish terms or conditions for the exercise of access rights pursuant to this chapter. This provision is not intended to restrict the establishment of any terms and conditions agreed to by a person to whom such terms or conditions would apply.

- (b) Terms and conditions pursuant to (a) may include the identification of areas, locations, seasons or times in respect of which such access is restricted by reason of the protection of the environment; conflict with harvesting by the participants or other uses of land by the participants; conservation of wildlife and wildlife habitat; protection of Sahtu communities and camps; and requirements for notice or registration by persons exercising such access.

Referenced Clauses: chapter 6, 7.1, 21.2, 21.3.1, 21.4.2, 21.4.3

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Provide to the NCIS and IAA implementation secretariats any terms and conditions, other than fees or charges, proposed for the exercise of access pursuant to clauses 21.2, 21.3.1, 21.4.2, or 21.4.3	DSO	after settlement legislation
2. Review the proposed terms and conditions	responsible government departments	
3. Advise the DSO as to who will represent government in reaching an agreement on the proposed terms and conditions	NCIS, IAA	
4. Hold discussions toward reaching an agreement on the terms and conditions	DSO, government	
5. If agreement cannot be reached, either party may refer the matter to arbitration	DSO, government	

- | | |
|---|-------------------|
| 6. If referred to arbitration, terms and conditions of access are determined | Arbitration Panel |
| 7. Once agreed upon or determined by arbitration, make public and apply the terms and conditions to persons having a right of access to Sahtu lands pursuant to clauses 21.2, 21.3.1, 21.4.2, or 21.4.3. | DSO |

Funding:

As regards the Government of the Northwest Territories, refer to summary for **IAA** (Project 29-2).

Project 21-3: Designation of routes for public access across **Sahtu** lands

Project Manager: Local designated **Sahtu** organization

Participant/Liaison: Member of Public

Obligations Addressed:

21.2.3 (a) Members of the public may cross **Sahtu** lands and waters overlying such lands to exercise a right, interest or privilege on adjacent lands or waters, such as to go to or from their place of work or to or from a place of **recreation**. Where practicable, such crossings **shall take place either on routes designated by the local designated Sahtu organization or upon prior notice to it.**

Referenced Clauses: 7.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Identify designated routes for public access across Sahtu lands and prepare maps or other appropriate description of designated routes	local designated Sahtu organization	after settlement legislation
2. Where designated routes are not identified, and where practicable, give the local designated Sahtu organization prior notice of the access	member of public	after settlement legislation

ANNEX A

Project 21-4: **Government access to Sahtu lands**

Project Manager: Government

Participant/Liaison: Designated **Sahtu** Organization (**DSO**)

Obligations Addressed:

21.3.1 Agents, employees, contractors of government and members of the Canadian Armed Forces shall have the right to enter, cross and stay on **Sahtu** lands and waters overlying such lands and to use natural resources incidental to such access to deliver and manage government programs and services, to carry out inspections pursuant to law and to enforce laws. Government shall give prior notice of such access to the designated Sahtu organization when, in the opinion of government, it is reasonable to do so.

Referenced Clauses: 7.1, 21.1.7

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. When it is reasonable, give the DSO prior notice of government access to Sahtu lands	government	after settlement legislation

Project 21-5: Government access to Sahtu lands for more than two years

Reject Manager: Government

Participant/Liaison: Designated Sahtu Organization (DSO), Arbitration Panel

Obligations Addressed:

21.3.2 If government requires the continuous use or occupancy of Sahtu **lands** for more than two years, such use or occupancy shall be on terms negotiated between government and the designated Sahtu organization. Failing agreement on the terms, the matter shall be referred to arbitration pursuant to chapter 6.

Referenced Clauses: 6.3, 7.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. If a particular department, agency or contractor of government requires the continuous use or occupancy of certain Sahtu lands for more than 2 years, approach the DSO to negotiate the terms of such use or occupancy	government	
2. If agreement on the terms is not reached by the 2 year anniversary of the continuous use or occupancy of certain Sahtu lands, the matter shall be referred to arbitration	either party	
3. If referred to arbitration, make a ruling	Arbitration Panel	as required
4. Use or occupancy of certain Sahtu lands beyond the two year period will be on the terms negotiated or on the terms determined by arbitration	government, DSO, arbitrator	

Planning Assumptions:

Should an agreement on the terms of use or occupancy be reached by the 2 year anniversary, but the matter is referred to arbitration for resolution, the use and occupancy may continue subject to any terms and conditions set, or subsequently determined by the Arbitration Panel.

Project 21-6: Access to **Sahtu** lands for military **manoeuvres**

Project **Manager:** Department of National Defence (DND)

Participant/Liaison: **Designated Sahtu** Organization (**DSO**), Arbitration Panel

Obligations Addressed:

21.3.3 (a) In addition to access provided by 21.3.1, the Department of National **Defence** and the Canadian Armed Forces may have access to **Sahtu** lands and waters overlying such lands for military **manoeuvres** after the negotiation of an agreement with respect **to contact persons, areaa, timing,** land use rent, compensation for damages caused to kinds or property, and any other matter. If an agreement is not **reached**, the parties may refer the matter of the terms of the agreement to arbitration pursuant to chapter 6.

Referenced Clauses: 6.3, 7.1, 21.3.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Advise the DSO of a request for access to Sahtu lands for military manoeuvres	DND	after settlement legislation
2. Enter into negotiations to reach an agreement on the terms of access	DND, DSO	
3. If an agreement is not reached, the parties may refer the matter of the terms of the agreement to arbitration	DND, DSO	
4. If referred to arbitration, make a ruling	Arbitration Panel	
5. Grant access on the terms negotiated, or on the terms determined by arbitration	DSO	

Project 21-7: Advance notice of military exercises or operations in the settlement area

Project Manager: Department of National Defence (DND)

Participant/Liaison: Local inhabitants

Obligations Addressed:

21.3.4 Government shall give reasonable advance notice of military exercises or operations to local inhabitants of any area to be affected in the settlement area.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Give reasonable advance notice of military exercises or operations to local inhabitants of any area to be affected in the settlement area	DND	after settlement legislation

ANNEX A

Project 21-8: Establishment of navigational aids and safety devices along navigable waters

Reject Manager: Transport Canada

Participant/Liaison: **Sahtu** Tribal Council (STC)

Obligations Addressed:

21.3.5 Notwithstanding 21.3.2, government may establish, on **Sahtu** lands, after consultation with the **Sahtu** Tribal Council, navigational aids and safety devices along the shorelines of navigable waters provided that the area occupied by each such navigational aid or safety device shall not exceed:

- (a) two hectares (approximately five acres), for range markers and buoy transits; and
- (b) 30.48 metres (100 feet) by 30.48 metres (100 feet), for single beacons.

Referenced Clauses: 21.3.2

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the STC of a proposal to establish, on Sahtu lands, a navigational aid or safety device along the shoreline of a navigable water where the area occupied will not exceed 2 hectares (approximately 5 acres), for range markers and buoy transits; and 30.48 metres (100 feet) by 30.48 metres (100 feet), for single beacons; provide the STC with a reasonable period of time to prepare its views on the matter ; and provide the STC with an opportunity to present its views	Transport Canada	after settlement legislation
2. Review the proposal and present views to Transport Canada	STC	within period provided
3. Give full and fair consideration to the views presented	Transport Canada	
4. Decide whether to proceed with the proposal	Transport Canada	
5. Communicate the decision to the STC	Transport Canada	

Planning Assumptions:

The relevant provisions of chapter 12 will be applied in the issuance of any contracts by government in the **Sahtu** settlement area for work associated with navigational aids and safety devices.

The Coast Guard shall consult with the STC with respect to its **planned** activities on **Sahtu** lands prior to each navigation season. The Coast Guard will give periodic written reports to the STC if field operations during the navigation season require modification of those plans.

Project 21-9: Access to **Sahtu** land by public utilities

Project Manager: Public Utilities

Participant/Liaison: Designated **Sahtu** Organization (DSO), Surface Rights Board

Obligations Addressed:

- 21.3.6 (a) Any person authorized by legislation to provide to the public electrical power, telecommunications services or similar public utilities, not to include pipelines for the transmission of hydrocarbons, shall have access to **Sahtu** lands and waters overlying such lands to carry out assessments, surveys and studies in relation to proposed services. Such persons **shall** consult with the designated **Sahtu** organization prior to exercising such access.
- (b) Where such access under (a) results in damage to **Sahtu** lands or interference with the use of and peaceable enjoyment of **Sahtu** lands by the participants, such person shall compensate the participants in an amount agreed to by that person and the designated **Sahtu** organization or, failing such agreement, in an amount determined by the Surface Rights Board.

Referenced Clauses: 7.1, 27.2

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Inform the DSO of an intent to carry out assessments, surveys and studies on Sahtu lands in relation to proposed services	public utility	after settlement legislation
2. Inform the public utility of the views of the participants regarding the proposed access	DSO	
3. Advise the DSO of the nature and timing of the access	public utility	
4. If the participants claim damage to Sahtu lands or interference with the use of Sahtu lands by the Sahtu Dene and Metis, submit a written claim to the public utility	DSO	
5. If a claim is submitted, undertake negotiations to resolve claim	public utility, DSO	
6. If an agreement on the claim is not reached, either party may refer the matter to the Surface Rights Board	public utility, DSO	
7. If referred to the Surface Rights Board, review and validate or reject the claim	Surface Rights Board	
8. If the claim is validated, determine the compensation	Surface Rights Board	
9. Pay any compensation agreed to, or determined by the Surface Rights Board	public utility	

ANNEX A

Project 21-10: Amendment to an existing right of access to Sahtu lands

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP), Government of the Northwest Territories (GNWT)

Participant/Liaison: Designated Sahtu Organization (DSO)

Obligations Addressed:

21.4.1 (c) Any amendment to an existing right described in 21.4.1(a) other than a renewal, replacement, extension of term, or transfer of such existing right shall require the agreement of the designated Sahtu organization or, failing such agreement, an order of the Surface Rights Board.

Referenced Clauses: 7.1, 21.4.1(a)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. When an amendment to an existing right to use or operate on Sahtu lands is being proposed, notify the DSO	rights holder	after settlement legislation
2. Hold negotiations to seek an agreement on the proposed amendment	rights holder, DSO	
3. If an agreement is not reached, either party may refer the matter to the Surface Rights Board		
4. Approve, reject or vary the proposed amendment to the existing right by an order	Surface Rights Board	
5. If an agreement is reached with the DSO or an order is issued by the Surface Rights Board, accept an application for an amendment to the existing right	licensing authority	

- Project 21-11: Access to **Sahtu** lands in the course of conducting a commercial activity
- Participant/Liaison: Designated **Sahtu** Organization (**DSO**), Person conducting a commercial activity, Surface Rights Board

Obligations Addressed:

- 21.4.2 (a) Any person has the right to use, in the course of conducting a commercial activity:
- (i) navigable rivers and other navigable waters that can be entered from such rivers where such waters overlie **Sahtu** lands;
 - (ii) portages on **Sahtu** lands associated with navigable rivers and other navigable waters that can be entered from such rivers; and
 - (iii) waterfront lands within **Sahtu** lands, associated with navigable rivers and other navigable waters that can be entered from such rivers; for travel by water.
- (b) The rights specified in (a) must be exercised using the most direct route and by minimizing use of the portages and waterfront lands in (a).
- (c) **The** rights specified in (a)(ii) and (iii) are subject to the conditions that:
- (i) prior notice **be** given to the designated **Sahtu** organization;
 - (ii) no permanent or seasonal camp or structure be established on lands to which such rights apply;
 - (iii) there be no significant alteration or damage to the lands to which such rights apply; and
 - (iv) no commercial activity, other than such activity as is necessarily incidental to travel, be conducted on the lands to which such rights apply.
- (d) If any person is unable to comply with the conditions in (b), (c) or 21.1.4, the rights in (a) may only be exercised with the agreement of the designated **Sahtu** organization, or failing such agreement, an order of the Surface Rights Board.
- (e) Locations where the rights of access in (a)(ii) and (iii) are restricted are set out in schedule XIII, appendix E.

Referenced Clauses: 7.1, 21.1.4, appendix E

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Give notice to the DSO that the right to use, in the course of conducting a commercial activity, navigable waters which overlie Sahtu lands and portages and waterfront lands associated with such waters is being exercised pursuant to conditions set out in 21.4.2(a)	person with right to use	after settlement legislation
2. If the person with the right to use is unable to comply with the conditions set out in 21.4.2(b), 21.4.2(c), or 21.1.4, the right to use may only be exercised with the agreement of the STC	person with right to use, DSO	
3. If agreement is not reached, either party may apply to the Surface Rights Board for a right-of-entry order	person with right to use, DSO	

Project 21-12: Access across **Sahtu** lands to reach adjacent lands or waters for commercial purposes

Participant/Liaison: Person with a commercial purpose, Designated **Sahtu Organization** (DSO)

Obligations Addressed:

- 21.4.3 Any person who requires access across **Sahtu** lands and waters overlying such **lands** to reach adjacent lands or waters for commercial purposes has a right to such access provided that:
- (a) the access is of a casual and insignificant nature and prior notice is given to the designated **Sahtu** organization; or
 - (b) the route used is recognized and being used for such access on a regular basis, whether year round or intermittently, prior to either the date of land withdrawal following land selection or the date of transfer of land where no prior withdrawal takes place, and there is no significant alteration in the use of the route.

Referenced Clauses: 7.1, 21.1.2

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Give notice to the DSO prior to access of a casual and insignificant nature to cross Sahtu lands and waters overlying such lands to reach adjacent lands or waters for commercial purposes if the access is not a recognized route used on a regular basis prior to the formal identification of the land selection	person with commercial purposes on adjacent lands	after settlement legislation

Project 21-13: Reasonably required access across **Sahtu** lands to reach adjacent lands for a commercial purpose

Participant/Liaison: Designated **Sahtu** Organization (**DSO**), Person with a commercial purpose on adjacent lands

Obligations Addressed:

21.4.4 (a) Any person who reasonably requires access across **Sahtu** lands and waters overlying such lands to reach adjacent lands or waters for a commercial purpose has a right to such access with the agreement of the designated **Sahtu** organization or, failing such agreement, an order of the Surface Rights Board.

(b) Notwithstanding 27.2. 1(b), the Surface Rights Board shall not make an order under (a) unless it is satisfied that such access is reasonably required. The Board shall ensure that any access is by a suitable route least harmful to participants.

Referenced Clauses: 7.1, **27.2.1(b)**

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the DSO that access across Sahtu lands is required	person seeking access	after settlement legislation
2. Hold discussions toward an agreement to permit the requested access	DSO, person seeking access	
3. If an agreement is not reached, either party may refer the matter to the Surface Rights Board	DSO, person seeking access	
4. If referred to the Surface Rights Board, decide if the requested access is reasonably required	Surface Rights Board	
5. If the Surface Rights Board determines that the requested access is reasonably required, issue a right-of-entry order for a suitable route least harmful to participants	Surface Rights Board	

Project **21-14:** Access to **Sahtu** lands to explore, develop, produce or transport minerals

Participant/Liaison: Designated **Sahtu** Organization (DSO), Person with a mineral right

Obligations Addressed:

21.4.6 (a) Subject to (b), any person having a right to explore, develop or produce minerals under or on **Sahtu** lands has a right of access to **Sahtu** lands and waters overlying such lands for the purposes of exploring, developing, producing or transporting minerals with the agreement of the designated **Sahtu** organization or, failing such agreement, an order of the Surface Rights Board.

Referenced Clauses: 7.1, 21.4.6(b), 27.2

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the DSO that a person having a right to explore, develop, or produce minerals under or on Sahtu lands seeks access for those purposes, including transportation of the minerals	person with access right	after settlement legislation
2. Hold discussions toward an agreement to permit requested access	DSO, person seeking access	
3. If an agreement is not reached, either party may refer the matter to the Surface Rights Board	DSO, person seeking access	
4. If referred to the Surface Rights Board, issue a right-of-entry order	Surface Rights Board	

Project **21-15**: Access to **Sahtu** lands where the Crown retains the mineral interest for the purpose of prospecting

Participant/Liaison: Designated **Sahtu** Organization (**DSO**), Licensed Prospectors

Obligations Addressed:

- 21.4.6 (b) Notwithstanding 21.4.1, persons having a right to prospect for minerals and to locate claims and who do not require a land use permit or a water **licence** for the exercise of such rights, shall have access to **Sahtu** lands described in 19.1.2(a) and waters overlying such lands provided that:
- (i) notice, including such person's address, shall be given to the designated **Sahtu organization** at least seven days prior to entry on such **Sahtu** lands; and
 - (ii) such notice shall specify the National Topographic System map sheet (1:50,000 scale) which includes the **Sahtu** lands to which access is required.

Referenced Clauses: 7.1, 19.1.2(a), 21.4.1

Activities (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the DSO, as set out in clause 21.4.6(b)(i) and (ii), that the person having a right to prospect for minerals and to locate claims who does not require a land use permit for the exercise of such rights is going to exercise the right of access to Sahtu lands where the Crown has retained the mineral interest	licensed prospector	7 days prior to access

ANNEX A

Project **21-16**: Information Publication

Project Manager: Department of Indian Affairs and Northern Development (**DIAND**) - Northern Affairs Program (NAP)

Participant/Liaison: **Sahtu** Tribal Council (**STC**), Land and Water Board, Government of the Northwest Territories (**GNWT**) - Intergovernmental and Aboriginal Affairs (**IAA**)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Prepare information publication to describe and explain new land and water management regime, including access provisions, for the settlement area	NAP	within 3 years of settlement legislation
2. Provide information publication to the public	NAP	on-going

Funding:

As regards the Government of the Northwest Territories, refer to summary for IAA (Project 29-2).

Planning Assumptions:

The STC, Land and Water Board, IAA and other affected government departments will be consulted in the preparation of the publication.

- Project 22-1: Consultation prior to opening any lands for oil and gas exploration
- Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)
- Participant/Liaison: **Sahtu** Tribal Council (STC)

Obligations **Addressed:**

- 22.1.2 Prior to opening any lands in the settlement area for oil and gas exploration, government shall notify the **Sahtu** Tribal Council, provide it with an opportunity to present its views to government on the matter, including benefits plans and other terms and conditions to be attached to rights issuance, and consider such views.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the STC of proposal to open lands in the settlement area for oil and gas exploration, and provide the STC with an opportunity to present its views to government on the matter, including benefits plans and other terms and conditions to be attached to a rights issuance	NAP	after settlement legislation
2. Issue reviewed and views forwarded to NAP	STC	
3. Views of the STC presented to Minister for consideration	NAP	
4. STC advised of Call announcement	NAP	on announcement date

Planning Assumptions:

The current practice is to have meetings with representatives of the aboriginal communities and it is assumed that this practice will continue as part of the consultative process.

Project 22-2: Consultation prior to oil and gas exploration, and prior to oil and gas development or production

Participant/Liaison: **Sahtu Tribal Council (STC)**, Developer

Obligations Addressed:

22.1.3 Before any oil and gas exploration takes place, the person proposing to explore and the **Sahtu Tribal Council** shall consult on the exercise of the person’s exploration rights with respect to the matters listed in (a) to (h) below. Similar consultations shall be held before the exercise of a developer’s rights to develop or produce:

- (a) environmental impact of the activity and mitigative measures;
- (b) impact on wildlife harvesting and mitigative measures;
- (c) location of camps and facilities and other related site **specific** planning concerns;
- (d) maintenance of public order including liquor and drug control;
- (e) employment of participants, business opportunities and contracts, training orientation and counseling for **Sahtu** employees, working conditions and terms of employment;
- (f) expansion or termination of activities;
- (g) a process for future consultations; and
- (h) any other matter of importance to the participants or the person.

Such consultations are not intended to result in any obligations in addition to those required by legislation.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Consultation with the STC with respect to the exercise of exploration rights with respect to the matters listed in 22. 1.3(a) to (h)	developer	prior to exercise of rights
2. Consultation with the STC with respect to the exercise of rights to develop or produce with respect to the matters listed in 22. 1.3(a) to (h)	developer	prior to exercise of rights

Planning Assumptions

Such consultations shall be consistent with the definition of consultation provided in the **Sahtu Dene and Metis** agreement.

Such consultations **are** not intended to result in any obligations in addition to those required by legislation.

Project 22-3: Consultation prior to **mineral exploration, and prior to mineral development or production**

Participant/Liaison: **Sahtu Tribal** Council (STC), Developer

Obligations Addressed:

22.1.4 Any **person** who proposes to explore for minerals other than oil and gas and who requires a land use permit or water **licence** shall consult the **Sahtu Tribal Council** as provided in 22.1.3.

22.1.5 Similar consultations shall be held before the exercise of a developer's right to develop or produce minerals other than oil and gas.

Referenced Clauses: 22.1.3

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Consultation with the STC with respect to the exploration for minerals, other than oil and gas, when requiring a land use permit or water licence , with respect to the matters listed in 22.1.3(a) to (h)	developer	prior to exercise of rights
2. Consultation with the STC with respect to the exercise of rights to develop or produce minerals, other than oil and gas, when requiring a land use permit or water licence , with respect to the matters listed in 22.1.3(a) to (h)	developer	prior to exercise of rights

Planning Assumptions:

Such consultations shall be consistent with the definition of consultation provided in the **Sahtu Dene** and **Metis** agreement.

Such consultations are not intended to result in any obligations in addition to those required by legislation.

Project 22-4 Sahtu Tribal Council involvement in a Northern Accord on oil and gas development

Project Manager: Government of the Northwest Territories - Department of Energy, Mines and Petroleum Resources (EMPR)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

22.1.6 The Government of the Northwest Territories **shall** involve the participants in the development and implementation of any Northern Accord on oil and gas development in the Northwest Territories which is negotiated pursuant to the enabling agreement, dated September 5, 1988, between Canada and the Government of the Northwest Territories, or any other agreement under which jurisdiction over minerals may be transferred from the Government of Canada to the Government of the Northwest Territories.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. STC contacted regarding the development of any Northern Accord on oil and gas development in the Northwest Territories	EMPR	after settlement legislation
2. Discussions held to identify nature of Sahtu involvement in the development and implementation of any Northern Accord on oil and gas development in the Northwest Territories which is negotiated pursuant to the enabling agreement, dated September 5, 1988, between Canada and the Government of the Northwest Territories, or any other agreement under which jurisdiction over minerals may be transferred from the Government of Canada to the Government of the Northwest Territories	EMPR, STC	
3. Sahtu involved in the development and implementation of the referenced Northern Accord, or any other agreement under which jurisdiction over minerals may be transferred from the Government of Canada to the Government of the Northwest Territories	EMPR	

Funding:

As part of the overall funding to be provided by Canada to the Government of the Northwest Territories, the Government of the Northwest Territories will allocate the funds **as** follows:

1993 Constant Dollars

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
17,000	17,000	16,000

This allocation is subject to change by the Government of the Northwest Territories as provided for in Annex B, Part 5.

Project 22-5: Consultation in relation to any proposed subsurface resources legislation which only affects the North

Project Manager: Canada

Participant/Liaison: **Sahtu** Tribal Council (STC)

Obligations Addressed:

- 22.1.7 Government agrees to consult the **Sahtu** Tribal Council in relation to any proposed legislation which affects only the Northwest Territories or only Yukon and the Northwest Territories and which:
- (a) regulates the exploration, development, or production of subsurface resources in the settlement area; *or*
 - (b) establishes requirements for subsurface rights issuance in relation to subsurface resources in the settlement area.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the STC of any proposed legislation which affects only the Northwest Territories or only Yukon and the Northwest Territories and which will regulate the exploration, development, or production of subsurface resources in the settlement area; provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views	Canada	after settlement legislation
2. Notify the STC of any proposed legislation which affects only the Northwest Territories or only Yukon and the Northwest Territories and which establishes requirements for subsurface rights issuance in relation to subsurface resources in the settlement area; provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views	Canada	after settlement legislation
3. Proposal reviewed and views presented to Canada	STC	within period provided
4. Give full and fair consideration to the views presented	Canada	

Project 22-6: Interim measures to the development and implementation of a Northern Accord on oil and gas development

Project Manager: Department of Indian Affairs and Northern Development (**DIAND**)

Participant/Liaison: **Sahtu** Tribal Council (**STC**), Developer

Obligations Addressed:

- 22.2. I (a) Prior to the transfer of jurisdiction described in 22.1.6, any person who proposes to explore for, develop or produce oil and gas on **Sahtu** lands described in 19.1.2(a) shall, in addition to any other obligations under this agreement, submit a benefits plan to the Minister of Indian Affairs and Northern Development for approval.
- (b) The Minister of Indian Affairs and Northern Development may require that the benefits plan in (a) contain provisions to ensure access to training and employment opportunities and to facilitate participation by the participants in the supply of goods and services.
- (c) Any person who proposes to explore for, develop or produce oil and gas on **Sahtu** lands described in 19.1.2(a) shall consult the **Sahtu** Tribal Council prior to the submission and during the implementation of the benefits plan.

Referenced Clauses: 19.1.2(c), 22.1.6, 22.2.2

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING	GUIDELINES
1. Notify the STC of a proposal to explore for, develop or produce oil and gas on Sahtu lands described in 19.1.2(a) and provide a proposed benefits plan; provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views	Developer		after settlement legislation
2. Proposal reviewed and views presented to <i>Canada</i>	STC		within period provided
3. Give full and fair consideration to the views presented	Developer		
4. Submit benefits plan to the Minister of DIAND	Developer		along with proposal to explore for, develop or produce oil and gas on Sahtu lands described in 19.1.2(a)
5. Decide whether to issue right to explore for, develop or produce oil and gas on Sahtu lands described in 19.1.2(a) and on what terms, including the benefits plan	Minister, DIAND		
6. The STC is consulted during the implementation of the benefits plan	Developer		

Project 22-7: Consultation in the preparation of any policies or legislation in relation to interim measures related to subsurface resources

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

Participant/Liaison: **Sahtu** Tribal Council (STC)

Obligations Addressed:

22.2.3 Government shall consult the **Sahtu** Tribal Council in the preparation of any policies or legislation to implement 22.2.1.

Referenced Clauses: 22.2.1

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the STC of any proposed policies or legislation to implement 22.2.1; provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views	NAP	after settlement legislation
2. Proposal reviewed and views presented to NAP	STC	within period provided
3. Give full and fair consideration to the views presented	NAP	

Project 23-1: Acquisition of Sahtu municipal lands for public purposes

Project Manager: Government

Participant/Liaison: Designated Sahtu Organization (DSO)

Obligations Addressed:

23.3.1 **Sahtu** municipal lands may be acquired by means of:
 (a) expropriation in accordance with legislation in respect of expropriation, provided that the requirements specified in 24.1.4 and 24.1.6 shall apply to any **such expropriation; or**
 (b) the process specified in 23.3.2, 23.3.3 and 23.3.4.

23.3.2 **Sahtu** municipal lands may be made available to local governments for the purpose of public road and utility corridors which will be of general advantage to the community. To this end, a designated **Sahtu** organization shall enter into negotiations with a **local** government which proposes to acquire **Sahtu** municipal lands for public roads or utility corridors.

Referenced Clauses: 6.3, 7.1, 23.3.3, 23.3.4, 24.1.4, 24.1.6

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Identify Sahtu municipal lands required for public purposes	government	after settlement legislation
2. Notify the designated Sahtu organization of lands required and propose negotiations	government	
3. If the land required does not exceed 10% of the total area of the parcel negotiations, proceed based on the value of the improvements situated on the land to be expropriated	government, designated Sahtu organization	
4. If the land required exceeds 10% of the area of a parcel, apply the provisions of chapter 24	expropriating authority, designated Sahtu organization	
5. Agree to financial compensation and/or exchange parcel of land	expropriating authority, designated Sahtu organization	
6. If the negotiations fail, either party may refer the issue to arbitration	expropriating authority or designated Sahtu organization	
7. Arbitrator makes a decision consistent with the provisions in 23.3.4	arbitrator	
8. Change the status of land involved	government	

Project **23-2**: Payment of real property taxes on **Sahtu** municipal lands

Project Manager: Department of Indian Affairs and Northern Development (**DIAND**)

Participant/Liaison: Government of the Northwest Territories (**GNWT**) - Municipal and Community Affairs (**MACA**), Municipal Taxing Authorities

Obligations Addressed:

- 23.4.4 (a) To assist in the post settlement transition, the Government of Canada agrees to pay to **local** governments any real property taxes levied for 15 years from the date of settlement legislation in respect of **Sahtu** municipal lands which,
- (i) prior to the date of this agreement, were lands noted within the lands records of the Department of Indian Affairs and Northern Development as reserved in the name of the Indian Affairs Branch for Indian housing; or
- (ii) were lands intended to replace such lands in (i) as were unavailable for selection and which were identified for this purpose at the time of land selection.
- (b) During the 15-year period in (a), Canada shall have the same rights in respect of any assessment of taxes as a property owner.
- (c) Schedule XIV of appendix E is a complete list of the lands referred to in (a).

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. In municipalities without a taxing authority, record these lands (Schedule XIV of appendix E) in the name of the Government of the Northwest Territories/Finance (agent), who sends the tax bills to DIAND	MACA/Finance	for 15 years after settlement legislation
2. In municipalities with a taxing authority, record these lands in the name of DIAND and send the assessment notice and the tax bills to DIAND	municipal taxing authorities	for 15 years after settlement legislation
3. Pay real property taxes to GNWT/Finance or to the municipal taxing authority	DIAND	for 15 years after settlement legislation

ANNEX A

Project 23-3: Payment of Home Owners Property Tax Rebate Act

Project Manager: Government of the Northwest Territories - Municipal and Community Affairs
(MACA)

Obligations Addressed:

23.4.5 Any participant who owns and occupies a residence on **Sahtu** municipal lands shall be eligible to apply for a property tax rebate pursuant to the Home Owners Property Tax Rebate Act R. S. N. W .T., 1988, c. H-4, notwithstanding that title to the land is held by a designated **Sahtu** organization.

Referenced Clauses: schedule XV of appendix F

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Amend <u>Home Owners Property Tax Rebate Act</u> regarding occupier eligibility to receive a rebate in the case of Sahtu municipal lands	MACA	within 6 months of settlement legislation
2. Pay the Home Owners Property Tax Rebate	MACA	annual] y

Funding:

As part of the overall funding to be provided by Canada to the Government of the Northwest Territories, the Government of the Northwest Territories will allocate the **funds** as follows:

1993 Constant Dollars

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
5,610	5,610	5,610	5,610	5,610	5,610	5,610	5,610	5,610	5,610

This allocation is subject to change by the Government of the Northwest Territories as provided for in Annex B, Part 5.

Project 23-4: Changing of municipal boundaries

Project Manager: Government of the Northwest Territories - Municipal and Community Affairs (MACA) and Intergovernmental and Aboriginal Affairs (IAA), Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

Participant/Liaison: Designated **Sahtu** organization (DSO), Canada

Obligations Addressed:

- 23.5.1 Prior to any change in a local government boundary the Government of the Northwest Territories shall consult with a designated **Sahtu** organization.
- 23.5.2 (a) Where there is a demonstrated need to change the boundary of a local government, and where such change will include **Sahtu** lands, the location of the new boundary shall be negotiated by the Government of the Northwest Territories and the **Sahtu**.
- (b) Negotiation may include terms and conditions under which Sahtu lands will be included within a local government boundary.
- (c) In negotiating the change of a local government boundary to include Sahtu lands, government and the designated **Sahtu** organization shall take into consideration the following factors:
- (i) any cultural, economic or other special value of the lands to the participants;
 - (ii) the need of the participants to maintain land for traditional purposes or to maintain a traditional lifestyle;
 - (iii) any arrangements for management or self-government affecting Sahtu lands;
 - (iv) the requirements of the local government for a change in its boundary; and
 - (v) any other factor deemed relevant by the negotiators.
- (d) Where the Government of the Northwest Territories and the Sahtu fail to reach agreement within 120 days, either party may refer the matter to dispute resolution pursuant to chapter 6.
- 23.5.3 Once a new local government boundary is established, **Sahtu** lands within the boundary shall have the status of **Sahtu** municipal lands and **Sahtu** lands beyond the boundary shall have the status of settlement lands.

Referenced Clauses: 6.3, 7.1, 24.1.5

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Determine the need to change a municipal boundary	MACA	after settlement legislation
2. Notify the DSO of the proposed change of a municipal boundary; provide it with a reasonable period of time to prepare its views on the matter; and provide it with an opportunity to present its views	MACA	
3. Review the proposal and present views to MACA	DSO	within period provided
4. Give full and fair consideration to the views presented	MACA	

- 5. If the proposed local government boundary encompasses **Sahtu** lands, negotiate the location of the boundary MACA, DSO

- 6. If an agreement is not reached either party may refer the matter to arbitration MACA, DSO after 120 days of starting negotiations

- 7. **Sahtu** land schedule changed to show change from "settlement lands" to "municipal lands" and the initial quantum of settlement lands is adjusted correspondingly **NAP/IAA**

Funding:

As part of the overall funding to be provided by **Canada** to the Government of the **Northwest Territories**, the **Government of the Northwest Territories** will allocate the funds as follows:

1993 Current Dollars

<u>Year 2</u>	<u>Year 4</u>	<u>Year 6</u>	<u>Year 8</u>	<u>Year 10</u>
2,000	2,000	2,000	2,000	2,000

This allocation is subject to change by the Government of the Northwest Territories as provided for in Annex B, Part 5.

- Also, as regards the Government of the Northwest Territories, refer to summary for **IAA** (Project 29-2).

Project 23-5: Establishment of a new local government

Project Manager: Government of the Northwest Territories - Municipal and Community Affairs (MACA) and Intergovernmental and Aboriginal Affairs (IAA), Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

Participant/Liaison: Designated **Sahtu** organization (DSO), **Sahtu** Tribal Council (STC)

Obligations Addressed:

23.7.1 Where a new local government is proposed which would include **Sahtu** lands, the designation and establishment of such **local** governments shall be by way of negotiation and agreement between the Government of the Northwest Territories and the **Sahtu** Tribal Council.

Referenced Clauses: 6.3, 7.1, 19.1.2, 23.5.3, 24.1.5

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Identify Sahtu lands required for the purpose of a new local government	MACA	after settlement legislation
2. Notify the STC of Sahtu lands required for a new local government and propose negotiations	MACA	
3. Negotiate terms with DSO	MACA	
4. Seek agreement on issue	MACA, STC	
5. Change the status of land involved	MACA	
5. Sahtu land schedule changed to show change from "settlement lands" to "municipal lands" and the initial quantum of settlement lands is adjusted corresponding y	Canada/GNWT	

Funding:

As regards the Government of the Northwest Territories, refer to summary for IAA (Project 19-2).

Planning Assumptions:

For the purpose of fulfilling this obligation, the DSO holding the title will carry out negotiations and grant approval for the STC.

Project 24-1: Expropriation of settlement lands

Project Manager: Expropriating authority

Participant/Liaison: **Sahtu Tribal Council (STC)**, Designated **Sahtu Organization (DSO)**, Canada, Government of the Northwest Territories (**GNWT**), Department of Energy, Mines and Resources (**EMR**)

Obligations Addressed:

- 24.1.2 It is of fundamental importance to maintain the quantum and integrity of settlement lands. Therefore, as a general principle, **such lands shall not be expropriated.**
- 24.1.3 Notwithstanding 24.1.2, settlement lands may be expropriated by an expropriating authority in accordance with legislation as modified by the provisions of this chapter.

Referenced Clauses: 7.1, 24.1.4 through 24.1.19

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Provide the STC with notice of settlement lands required by an expropriating authority	expropriating authority	after settlement legislation
2. Give the STC an opportunity to negotiate the location, extent and nature of the interest required by the expropriating authority	expropriating authority, STC	
3. Negotiate to agree on alternate lands of equivalent significance and value as the settlement lands to be expropriated	expropriating authority, STC	
4. If agreement is not reached on alternate lands, compensation may be in money or a combination of land and money, provided that the expropriation will not reduce the quantum of settlement lands below the initial quantum	expropriating authority, STC	
5. If agreement is not reached on compensation, the matter, except in the case of an expropriation under the <u>National Energy Board Act</u> , refer to arbitration pursuant to chapter 6 of the agreement	expropriating authority	
6. The parties may agree that the arbitration shall be pursuant to the expropriating authority's statutory authority	expropriating authority, STC	
7. Determine arbitrated compensation consistent with the provisions of chapter 24	arbitrator	
8. In the case of an expropriation under the <u>National Energy Board Act</u> , arbitration will be conducted under that legislation provided that	EMR	

at least one of the arbitration committee members will be a nominee of the STC and provided that the other provisions in 24.1.15 are taken into account

- | | | | |
|-----|--|---|------------------------------|
| 9. | In event that suitable alternate lands are not available, there may be an agreement pursuant to 24.1.18 between the parties and government to defer the selection and conveyance of alternate lands with the DSO being credited for such lands provided that the parties sign an agreement on the form and nature of the credit | expropriating authority,
STC, government | |
| 10. | Give notice to the STC that there is an intent to seek approval from the Governor in Council or the Executive Council for the expropriation of settlement lands * | expropriating authority | after settlement legislation |
| 11. | Seek approval from the Governor in Council or the Executive Council of the NWT to proceed with expropriation * | expropriating authority | after settlement legislation |
| 12. | Effect expropriation by an Order in Council expropriating the settlement land and vesting the DSO with the alternate lands | Canada | |
| 13. | Triggered by the terms identified in the credit agreement (see activity 9), agree on the alternate lands and convey them to the DSO by Order in Council | government, DSO | |
| 14. | where expropriated lands are no longer required by the expropriating authority, give the DSO the first opportunity to purchase them. The lands will not become settlement lands unless government so agrees | expropriating authority,
DSO, government | |

* Depending on the circumstances, it may be appropriate for the expropriating authority to seek approval of the political authority as soon as a decision to expropriate is made by the authority.

Planning Assumptions:

The costs of arbitration will be borne by the expropriating authority to the extent provided in the mandate of the expropriating authority.

The actual costs to the STC of participating in expropriation negotiations will be considered for inclusion in compensation awarded by arbitration pursuant to the expropriating authority's statutory procedure.

The costs of the representation of the STC on the Arbitration Committee under the National Energy Board Act will be covered pursuant to the provisions of that legislation.

The activities listed above are intended as a guide to the parties involved, and are not intended to limit the development of other procedures consistent with the agreement.

It is assumed that any required amendment to the Expropriation Act (NWT) has been effected.

Project 25-1: Coordination of the activities of Boards

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - **Northern Affairs Program (NAP)**

Participant/Liaison: **Sahtu Tribal Council (STC)**, Government of the Northwest Territories (GNWT) - Intergovernmental and Aboriginal Affairs (IAA), Affected government departments

Obligation Addressed:

25.1.3 (c) Legislation shall provide for the co-ordination of the activities of the Planning Board, the Review Board, the Land and Water Board, the Renewable Resources Board and the Surface Rights Board.

Referenced Clauses: 3.1.10, 3.1.27

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
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<p>1. Participate as a full member in the Coordinating group struck pursuant to the Gwich'in Implementation Plan to:</p> <ul style="list-style-type: none"> - develop a framework which will allow for the coordination and operation of the Planning Board, the Review Board, the Land and Water Board, the Renewable Resources Board and the Surface Rights Board - make recommendations to government based on the agreement, and the relevant implementation plan, for the planning and development of legislation and to institutions which give effect to the land and water regulation boards 	<p>STC, Coordinating Group</p>	<p>after signing of this plan</p>
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Planning Assumptions:

The **Sahtu** Tribal Council has participated as an observer in all of the deliberations of the Coordinating Group established pursuant to the Gwich'in Implementation Plan.

The Mackenzie Valley Resource Management Act being developed by the Coordinating Group will **fulfil** the obligations of Chapter 25 of the **Sahtu** Dene and Metis agreement, including clause 25. 1.3(c).

It is assumed that the **Sahtu** Dene and Metis agreement and the accompanying Implementation Plan will be ratified and signed prior to the expiry of the mandate of the Coordinating Group. If this does not occur it is agreed that activity 1 will be amended as required.

- Project 25-2: Monitoring of cumulative impacts of land and water uses on the environment, and periodic environmental audits
- “ Project Manager: Department of Indian Affairs and Northern Development (**DIAND**) - Northern Affairs Program (NAP)
- Participant/Liaison: **Sahtu** Tribal Council (**STC**), Government of the Northwest Territories (**GNWT**) - Intergovernmental and Aboriginal Affairs (**IAA**), Affected government departments

Obligation Addressed:

- 25.1.4 (a) The legislation implementing the provisions of this chapter shall provide for a method of monitoring the cumulative impacts of land and water uses on the environment in the Mackenzie Valley, and for periodic, independent, environmental audits which shall be made public.
- (b) If any board or similar body is established by such legislation to carry out the monitoring and audit functions referred to in (a) in the settlement area, the Sahtu shall be entitled to a meaningful role in such board or agency to be set out in legislation, after consultation with the **Sahtu** Tribal Council.
- (c) If the monitoring or environmental audit functions referred to in (a) are carried out in the settlement area by a department of government, the department shall do so in consultation with the **Sahtu** Tribal Council.

Referenced Clauses: **3.1.10**

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Consult prior to development or passage of legislation	NAP, STC, IAA	after signing of this plan
2. Establish monitoring process	as provided for in legislation	
3. Establish periodic environmental audit process - publication of audit results	as provided for in legislation	

Legislative/Regulatory Amendments:

Pass legislation

Identify if any consequential legislative amendments are required

Planning Assumptions:

The **Sahtu** Tribal Council has participated as an observer in the deliberations of the Coordinating Group established pursuant to the Gwich'in Implementation Plan and it is assumed that they will continue to do so to the conclusion of that process.

The Mackenzie Valley Resource Management Act being developed by the Coordinating Group will **fulfil** the obligations of Chapter 25 of the **Sahtu** Dene and Metis agreement, including clause 25.1.4.

It is assumed that the **Sahtu** Dene and Metis agreement and the accompanying Implementation Plan will be ratified and signed prior to the expiry of the mandate of the Coordinating Group. If this does not **occur** it is agreed that activity 1 will be amended as required.

If any board or similar body is established by such legislation to carry out the monitoring and audit **functions** referred to in 25. 1.4(a) in the settlement area, the **Sahtu** shall be entitled to a meaningful role in such board or agency to be set out in legislation, after consultation with the **Sahtu** Tribal Council.

If the monitoring or environmental audit functions referred to in 25. 1.4(a) are carried out in the settlement area by a department of government, the department shall do so in consultation with the **Sahtu** Tribal Council.

Project 25-3: Land Use Planning Board (**Planning** Board)

Project Manager: Department of Indian Affairs and Northern Development (**DIAND**) - Northern Affairs Program (NAP)

Participant/Liaison: **Sahtu** Tribal Council (**STC**), Government of the Northwest Territories (**GNWT**) - Intergovernmental and Aboriginal Affairs (**IAA**), Affected government departments

Obligation Addressed:

25.2.1 The **Planning** Board shall have jurisdiction, in accordance with the provisions of this agreement, for developing a land use plan for the settlement area and for reviewing and proposing approvals, exceptions and amendments to the plan. The **Planning** Board shall have regard to any land use plan preparation work undertaken in the settlement area prior to the date of establishment of the Planning Board.

Referenced Clauses: 25.2.2 through 25.2.1, 3.1.10

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Consult prior to development or passage of legislation	NAP, STC, IAA	after signing of this plan
2. Establish the Planning Board nominate Board members * 50 % by government * 50% by STC appoint Board members nominate Chairperson from outside the Board membership appoint Chairperson	DIAND STC DIAND Planning Board members DIAND	within 6 months of Planning Board legislation
3. Establish procedures for the conduct of business	Planning Board	within 6 months of legislation
4. Develop workplan and budget	Planning Board	within 6 months of legislation
5. Review and approve budget	DIAND	within 9 months of legislation
6. Engage staff	Planning Board	within 1 year of legislation
7. Prepare land use plan develop terms of reference collect/update and analyze information identify laddress overlap issues prepare 1st draft of plan	Planning Board	during 1st year after legislation during 2nd year after legislation

canvas all relevant parties for comment/ conduct public consultation - prepare and submit final draft plan for approval		during 3rd year after legislation
“8. Review proposed plan	government	during 4th year after legislation
9. Possible referral of proposed plan back to the Planning Board for re-consideration	government	
10. Approval of proposed plan	government	
11. Monitor implementation of the approved plan	Planning Board	on-going
12. Consider amendments and exceptions	Planning Board	
13. Approval of decisions of the Planning Board	government	
14. Determine need to review approved land use plan	Planning Board	as required, but at least within five years of plan approval
15. Review of plan	Planning Board	3 to 9 months

Legislative/Regulatory Amendments:

Passage of legislation establishing the Planning Board

During consultation process **identify** if any consequential legislative amendments are required

Funding:

Identified funding:

1993 **Constant Dollars**

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
71,634	582,054	581,054	566,054	499,738
<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
227,673	229,673	227,673	229,673	227,673

The detailed cost worksheet and cost worksheet notes for the Planning Board are attached for reference purposes. They were developed for the purpose of estimating the funding to be provided to the Planning Board. It is not intended that the Planning Board shall be constrained to any particular expenditure line item.

As regards the Government of the Northwest Territories, refer to summary for IAA (Project 29-2).

Planning Assumptions:

The **Sahtu** Tribal Council has participated as an observer in the deliberations of the Coordinating Group established pursuant to the Gwich'in Implementation Plan.

- ” The Mackenzie Valley Resource Management Act being developed by the Coordinating Group will **fulfil** the obligations of Chapter 25 of the **Sahtu** Dene and Metis agreement, including section 25.2. Therefore, with the Planning Board for the **Sahtu** settlement area established pursuant to the proposed Mackenzie Valley Resource Management Act, it will be possible to establish the Planning Board at an earlier date than under separate legislation.

It is assumed that the **Sahtu** Dene and Metis agreement and the accompanying Implementation Plan will be ratified and signed prior to the expiry of the mandate of the Coordinating Group. If this does not occur it is agreed that activity 1 will be amended as required.

The primary responsibility of the Planning Board will be managing the Land Use Plan. It will be responsible to insure that **all** land and water use authorizations are in compliance with the plan.

The **Planning** Board will consist of 4 members plus a chairperson.

Project: LAND USE PLANNING BOARD		(1993 Constant Dollars)									
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
BOARD -											
Honoraria:	Chairperson		16,500	16,500	16,500	13,200	6,600	6,600	6,600	6,600	6,600
	Members		40,000	40,000	40,000	32,000	12,800	12,800	12,800	12,800	12,800
Travel			15,600	15,600	15,600	12,480	6,240	6,240	6,240	6,240	6,240
Meals & incidentals			8,480	8,480	8,480	6,784	4,240	4,240	4,240	4,240	4,240
Accommodations			16,030	16,000	16,000	12,800	6,400	6,400	6,400	6,400	6,400
Boardroom			7500	7500	7500	6000	3000	3000	3000	3000	3000
STAFF -											
Senior Planner	salary		60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
	statutory benefits (10.5Yo)		6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300
	other benefits		12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900
Consultation Planner	salary		50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
	statutory benefits (10.5%)		5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250
	other benefits		12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900
Technical/Drafting	salary		42,500	42,500	42,500	42,500	42,500	42,500	42,500	42,500	42,500
	statutory benefits (10.5%)		4,463	4,463	4,463	4,463	4,463	4,463	4,463	4,463	4,463
	other benefits		12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900
Secretarial/Accounting	salary		35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
	statutory benefits (10.5%)		3,675	3,675	3,675	3,675	3,675	3,675	3,675	3,675	3,675
	other benefits		12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900
Special Consultants			75,000	75,000	75,000	20,000					
Recruitment/Relocation			8,000	8,000	8,000	8,000	4,000	4,000	4,000	4,000	4,000
Staff travel & accommodations			11,136	11,136	11,136	11,136	5,568	5,568	5,568	5,568	5,568
Professional Services			15,000	25,000	25,000	15,000	15,000	15,000	15,000	15,000	15,000
OFFICE /SUPPLIES / EQUIPMENT											
Rent & O/M			22,803	22,800	22,800	22,800	11,400	11,400	11,400	11,400	11,400
Supplies			12,500	12,500	12,500	12,500	5,000	5,000	5,000	5,000	5,000
Computer equipment			15,000	15,000	15,000	2,000	2,000	2,000	2,000	2,000	2,000
Phone / fax			6,000	6,000	6,000	6,000	3,000	3,000	3,000	3,000	3,000
Photocopier			6,000	6,000	6,000	6,000	3,000	3,000	3,000	3,000	3,000
Furniture			12,000								
Journals/books			1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Insurance			1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Miscellaneous (up-grading)				1,000	1,000	1,000	750	750	750	750	750
OTHER											
Advertising / Publications			10,000	10,000	10,000	30,000	1,000	1,000	1,000	1,000	1,000
Community Meetings			10,000	10,000	10,000	10,000					
Workshops			5,000	5,000	5,000	2,500					
Professional Development (2% of salary)			3,750	3,750	3,754	3,750	1,900	1,900	1,900	1,900	1,900
Audit			5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
WART-UP COSTS -											
Honoraria			10,750								
Travel / meals & incidentals /accommodations			12,384								
Meeting room rental / secretarial services			4,500								
Professional services			15,000								
Recruitment / relocation costs			24,000								
Miscellaneous			5,000								
			71,634	582,054	581,054	566,051	499,738	227,673	229,673	227,673	229,673

COST WORKSHEET - LAND USE PLANNING BOARD

COST WORKSHEET NOTES

Land Use Planning Board

It is assumed that:

the Planning Board will be comprised of 2 representatives of the **Sahtu** Tribal Council and 2 representatives of Canada and a Chairperson selected by the Board members;

the office of the Planning Board will be located in the settlement area;

the funding identified as start-up costs will be managed by DIAND;

during the 3 month start-up period board members will be appointed, a budget will be prepared and submitted to government, and staff hiring and office set up will be initiated;

the **Planning** Board will have 2 meetings of three days in year 1 (the start-up period), 10 meetings in each of years 2, 3 and 4, 8 meetings in year 5 and 4 meetings in each of years 6 to 10;

travel, accommodation and meals expenses for board meetings cover the expenses of all board members (if representatives are government employees no honorarium will be paid);

the line budget projections for meeting and travel costs are based on:

- **honoraria** for chairperson @ \$275 per day;
- honoraria for board members @ \$200 per day;
- travel @ \$390 per traveling board member;
- accommodation @ \$100 per night;
- meals and incidentals @ \$53 per day; and
- meeting room rental @ \$250 per day;

the annual budget projections will be subject to review and approval by government.

The Implementation Plan and associated funding may be amended from time to time as determined by the Implementation Committee.

Project 25-4: Land use planning within local government boundaries

Project Manager: Government of the Northwest Territories (GNWT) - Municipal and Community Affairs (MACA), Local government

Participant/Liaison: Sahtu community

Obligation Addressed:

25.2.5 Land use planning within local government boundaries shall be the responsibility of the local or territorial government. The local or territorial government shall consult with the relevant **Sahtu** community in the development of a community plan.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify a Sahtu community of an intention to develop a community plan; provided with a reasonable period of time to prepare its views on the matter; and provided with an opportunity to present its views	MACA or local government	after settlement legislation
2. Review proposal and present views to government	Sahtu community	within period provided
3. Give full and fair consideration to the views presented	MACA or local government	

Planning Assumptions:

The responsibility for land use **planning** within local government boundaries continues to remain the responsibility of the **local** or territorial government.

Project 25-5: Environmental Impact Review Board

Project Manager: Department of Indian Affairs and Northern Development (**DIAND**) - Northern Affairs Program (NAP)

Participant/Liaison: **Sahtu** Tribal Council (**STC**), Government of the Northwest Territories (**GNWT**) - Intergovernmental and Aboriginal Affairs (**IAA**), Federal Environmental Assessment Review Office (**FEARO**), Affected government departments

Obligation Addressed:

- 25.3.1 All development proposals in the Mackenzie Valley, including development proposals in relation to **Sahtu** lands, shall be subject to the process of environmental impact assessment and review as set out in 25.3.
- 25.3.2 An Environmental Impact Review Board (“the Review Board”) shall be established as the main instrument for the conduct of environmental impact assessment and review in the Mackenzie Valley. The Review Board shall have equal membership from nominees of aboriginal groups and of government, not including the chairperson. No less than one member of the Board shall be a nominee of the **Sahtu** Tribal Council.

Referenced Clauses: 25.3.3 through 25.3.19, 3.1.10, 3.1.27, 25.1.3, 25.1.5, 25.1.6

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Consult prior to development or passage of legislation	NAP, STC, IAA	after signing of this plan
2. Establish the Review Board	DIAND, aboriginal groups	within one year of Review Board legislation
3. Nominate at least one person to membership on the Review Board	STC	
4. Appoint STC nominee	DIAND	

Funding:

Funding of the Review Board was provided through the Implementation Plan for the Gwich'in Comprehensive Land Claim Agreement.

Planning Assumptions:

The Sahtu Tribal Council has participated as an observer in the deliberations of the Coordinating Group established pursuant to the Gwich'in Implementation Plan.

The Mackenzie Valley Resource Management Act being developed by the Coordinating Group will fulfil the obligations of Chapter 25 of the **Sahtu** Dene and Metis agreement, including section 25.3.

Government intends to propose the following increase to the budget of the Environmental Impact Review Board as described in the Gwich'in Implementation Plan:

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000

Project 25-6: Land and Water Board

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

Participant/Liaison: Sahtu Tribal Council, Government of the Northwest Territories (GNWT) - Intergovernmental and Aboriginal Affairs (IAA), Affected government departments

Obligation Addressed:

- 25.4.1 A single Land and Water Board shall be established to regulate land and water use throughout the settlement area, including **Sahtu** lands in the settlement area.
- 25.4.2 The objective of the Land and Water Board is to provide for conservation, development and utilization of the land and water resources of the settlement area in a manner that will provide the optimum benefit therefrom for present and **future** residents of the settlement area and the Mackenzie Valley and for all Canadians. In 24.4, "land" means the surface of land.
- 25.4.6 (a) Where, by legislation, any other Land and Water Board has jurisdiction in an area which includes the settlement area, it shall become the Land and Water Board for the purposes of this agreement.
 (b) Legislation may provide for regional panels of the Land and Water Board in (a).
 (c) The **Sahtu** Tribal Council shall be consulted with respect to any such legislation

Referenced Clauses: 25.4.3 through 25.4.7, 3.1.10, 3.1.27, 25.1.3, 25.1.5, 25.1.6

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Consult prior to development or passage of legislation	NAP, STC, IAA	after settlement legislation
2. Establish Land and Water Board		within 6 months of passage of Land and Water Board legislation
Appoint Board members	DIAND	
* 50% of members nominated by government		
* 50% of members nominated by STC	STC	
Nominate Chairperson	Board	
Prepare budget	Board	
Review and approve budget	DIAND	
Engage staff and advisors	Board	
3. Establish procedures for the conduct of its business	Board	within 6 months of establishment
4. Establish policies and guidelines applicable to its licences, permits and authorizations	Board	within 6 months of establishment
5. Administer legislation including, but not limited to:	Board	after establishment

issue, amend or renew **licences**, permits and authorizations
 oversee compliance with its decisions, provided that there is no duplication with other government activities
enforce compliance
 hold public consultations and hearings
 propose changes to legislation and be consulted by Minister
 provide notice of application to affected communities and designated **Sahtu** organizations

6. Provide, on the request of the Board, any relevant information in its possession Government after establishment

Legislative/Regulatory Amendments:

Pass legislation establishing the Land and Water Board
 Identify if any consequential legislative amendments are required

Funding:

Identified funding:

1993 Constant Dollars

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
75,212	526,382	603,330	605,330	553,330
<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
555,330	555,330	555,330	555,330	555,330

The detailed cost worksheet and cost worksheet notes for the Land and Water Board are attached for reference purposes. They were developed for the purpose of estimating the funding to be provided to the Land and Water Board. It is not intended that the Land and Water Board shall be constrained to any particular expenditure line item.

As regards the Government of the Northwest Territories, refer to summary for IAA (Project 29-2).

When the Land and Water Board determines that a hearing is required to resolve a matter within its jurisdiction, the Land and Water Board will advise the Minister that a hearing will be held and submit a budget for the Minister's review and approval. The budget may be accepted in its entirety or in an amended form as deemed by the Minister to be appropriate.

In order that the Land and Water Board may conduct the hearings within any timeframe that may be specified in the agreement and/or in legislation, it will be the responsibility of the Land and Water Board to notify the Minister promptly of the hearing and to provide the required budget proposals in a timely fashion. The Minister shall provide the Land and Water Board with a response to the budget proposal in sufficient time to allow the Land and Water Board to hold proceedings within the timeframe specified in the agreement and/or legislation.

Planning Assumptions:

The **Sahtu** Tribal Council has participated as an observer in the deliberations of the Coordinating Group established pursuant to the **Gwich'in** Implementation Plan.

The Mackenzie Valley Resource Management Act being developed by the Coordinating Group will **fulfil** the obligations of Chapter 25 of the **Sahtu** Dene and Metis agreement, including section 25.4. Therefore, with the Land and Water Board for the **Sahtu** settlement area established pursuant to the proposed Mackenzie Valley Resource Management Act, it will be possible to establish the Land and Water Board at an earlier date than under separate legislation.

It is assumed that the **Sahtu** Dene and Metis agreement and the accompanying Implementation Plan will be ratified and signed prior to the expiry of the mandate of the Coordinating Group. If this does not occur it is agreed that activity 1 will be amended as required.

The Land and Water Board will have 4 Board members and a **chairperson**.

Project: LAND AND WATER BOARD		(1993 Constant Dollars)									
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
BOARD –											
Honoraria	Chairperson		6,600	16,500	16,500	16,500	16,540	16,500	16,500	16,500	16,500
	Members		16,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Travel			6,240	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600
Meals & incidentals			3,392	8,480	8,480	8,480	8,480	8,480	8,480	8,480	8,480
Accommodations			6,400	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000
STAFF –											
Director/Professional	salary		60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
	statutory benefits 10.5%		6,300	6,303	6,300	6,300	6,300	6,300	6,300	6,300	6,300
	other benefits		12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900
Professional	salary		50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
	statutory benefits 10.5%		5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250
	other benefits		12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900
Professional	salary		46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000
	statutory benefits (10.5%)		4,830	4,830	4,830	4,830	4,830	4,830	4,830	4,830	4,830
	other benefits		12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900
Fin/admin. Officer	salary		35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
	statutory benefits (10.5%)		3,675	3,675	3,675	3,675	3,675	3,675	3,675	3,675	3,675
	other benefits		12,900	12,900	12,900	12,903	12,900	12,900	12,900	12,900	12,900
Secretary / clerk	salary		31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000
	statutory benefits (10.5%)		3,255	3,255	3,255	3,255	3,255	3,255	3,255	3,255	3,255
	other benefits		12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900
Professional Development (2% of salary)			4,440	4,440	4,440	4,440	4,440	4,440	4,440	4,440	4,440
Recruitment/relocation			8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Travel for permitting			20,000	40,000	40,000	\$0,0at	40,000	40,000	40,000	40,000	40,000
OFFICE /SUPPLIES/ EQUIPMENT											
Rent & O/M			32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,503	32,500
Supplies			10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Computer. Geographic Information System (GIS)			15,000	50,000	52,000		2,000	2,000	2,000	2,000	2,000
Phone / fax			6,000	6,000	6,000	6,000	6,030	6,000	6,000	6,000	6,000
Photocopier			6,030	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Furniture			17,000								
Journals/books			1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Insurance			1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Vehicle			25,000	5,000	5,000	5,000	5,000	5,000	5,000	25,000	5,000
Miscellaneous (up-grading)				1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
OTHER											
Consultation			5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Professional Services			10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Advertising / Publications			2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Legal Counsel			10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Audit			5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
START – UP COSTS –											
Honoraria			15,300								
Travel / meals& incidentals/ accommodations			11,412								
Meeting room rental / secretarial services			4,500								
Professional services			15,030								
Recruitment / relocation costs			24,000								
Miscellaneous			5,000								
			75,212	526,382	603,330	605,330	553,330	555,330	553,330	555,330	573,330

COST WORKSHEET - LAND AND WATER BOARD

COST WORKSHEET NOTES

Land and Water Board

It is assumed that:

the Land and Water Board will be comprised of 2 representatives of the Sahtu Tribal Council and 2 representatives of government and a Chairperson selected by the Board members;

the office of the Land and Water Board will be located in the settlement area;

the funding identified as start-up costs will be managed by **DIAND**;

during the 3 month start-up period board members will be appointed, a budget will be prepared and submitted to government, and staff hiring and office set up will be initiated;

the **Planning** Board will have 3 meetings of three days in year 1 (the start-up period), 4 meetings in year 2 10 meetings in each of years 3 to 10;

during the first year of operation board meetings will focus primarily on issues of process **and** administration;

board staff will be delegated responsibility for routine screenings and work associated with issuance of permits;

travel, accommodation and meals expenses for board meetings cover the expenses of all board members (if representatives are government employees no honorarium will be paid);

the line budget projections for meeting and travel costs are based on:

- honoraria for chairperson @ \$275 per day;
- honoraria for board members @ \$200 per day;
- travel @ \$390 per traveling board member;
- accommodation @ \$100 per night;
- meals and incidentals @ \$53 per day; and
- meeting room rental @ \$250 per day;

the annual budget projections will be subject to review and approval by government.

The Implementation Plan and associated funding may be amended from time to time as determined by the Implementation Committee.

ANNEX A

Project 25-7: Interim measure related to land and water use authorization in the settlement area prior to the establishment of the Land and Water Board

Project Manager: Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

Participant/Liaison: **Sahtu** Tribal Council (**STC**)

Obligation Addressed:

25.5.1 After the date of settlement legislation and prior to the enactment of the legislation establishing the Land and Water Board referred to in 25.4.1, no permit, **licence** or authorization for **land** or water use in the settlement area shall be issued by government without at least 30 days' notice to the **Sahtu** Tribal Council provided that the 30-day period may be reduced where it would be inconsistent with any provision contained in legislation.

ACTIVITIES

(in sequence)

RESPONSIBILITY

TIMING GUIDELINES

1. Notice to **STC** of application for a permit, **licence** or authorization for land or water use in the settlement area 30 days prior to the issuance, or less than 30 days where it is inconsistent with any provision contained in **legislation**

NAP

after settlement legislation

- Project 25-8: Interim measures related to land use permits with respect to **Sahtu** lands prior to the establishment of the Land and Water Board
- Project Manager: Department of Indian Affairs and Northern Development (**DIAND**) - Northern Affairs Program (NAP)
- Participant/Liaison: **Sahtu** Tribal Council (**STC**)

Obligation Addressed:

- 25.5.2 Prior to the establishment of a Land and Water Board,
- (a) notwithstanding the definition of territorial lands in the Territorial Land Use Regulations, settlement lands remain subject to the Territorial Land Use Regulations, except that no applications for land use permits issued by government with respect to Sahtu lands shall be accepted without:
 - (i) consent from the **Sahtu** Tribal Council;
 - (ii) an order of the Surface Rights Board; or
 - (iii) a decision of the Arbitration Panel related to rights of access;
 - (b) nominees of the **Sahtu** Tribal Council shall, together with nominees of the Gwich'in Tribal Council where appropriate, form half of the members of the Lands Advisory Committee established by the Northern Affairs Program of the Department of Indian Affairs and Northern Development; and
 - (c) a nominee of the **Sahtu** Tribal Council shall be appointed to the body established to advise the Northwest Territories Water Board.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Prior to the establishment of a Land and Water Board, no applications for land use permits issued by government with respect to Sahtu lands will be accepted without consent from the Sahtu Tribal Council; or a right of entry order or arbitration decision from the Surface Rights Board; or a decision of the Arbitration Panel related to rights of access	NAP	after settlement legislation, but prior to the establishment of a Land and Water Board
2. Nominate a member to the Lands Advisory Committee dealing with projects in the Sahtu settlement area	STC	prior to settlement legislation
3. Appoint STC nominee to the Lands Advisory Committee dealing with projects in the Sahtu settlement area	NAP	as soon as possible after settlement legislation
4. Participate in the deliberations of the Lands Advisory Committee dealing with projects in the Sahtu settlement area	STC nominee	
5. Remove STC nominee from the Lands Advisory Committee dealing with projects in the Sahtu settlement area	NAP	upon establishment of a Land and Water Board

ANNEX A

- | | | |
|---|-------------|--|
| 6. Nominate a member to the Technical Advisory Committee established to advise the Northwest Territories Water Board | STC | prior to settlement legislation |
| -7. Appoint STC nominee to the body established to advise the Northwest Territories Water Board | NAP | as soon as possible after settlement legislation |
| 8. Participate in the deliberations of the Technical Advisory Committee when it deals with projects in the Sahtu settlement area | STC nominee | |
| 9. Remove STC nominee from the Technical Advisory Committee | NAP | upon establishment of a Land and Water Board |

Planning Assumptions:

The **Sahtu** Tribal Council will pay **all** costs of the STC nominees to attend meetings of the Lands Advisory Committee and the Technical Advisory Committee established to advise the Northwest Territories Water Board.

Project 25-9: Interim measures related to environmental impact and assessment and review with respect to **Sahtu** lands prior to the establishment of the Environmental Impact Review Board

Project Manager: Department of Indian Affairs and Northern Development (**DIAND**) - Northern Affairs Program (NAP)

Participant/Liaison: Sahtu Tribal Council (**STC**)

Obligation Addressed:

- 25.5.3 (a) Prior to the establishment of the Environmental Impact Review Board, all development activities on **Sahtu** lands shall be subject to the governmental environmental impact and assessment and review process which may exist at the time.
- (b) The **Sahtu** Tribal Council shall be entitled to nominate a member for appointment to the Regional Environmental Review Committee.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Nominate a member to the Regional Environmental Review Committee	STC	prior to settlement legislation
2. Appoint STC nominee to the Regional Environmental Review Committee	NAP	as soon as possible after settlement legislation
3. Participate in the deliberations of the Regional Environmental Review Committee when it deals with projects in the Sahtu settlement area	STC nominee	
4. Terminate Regional Environmental Review Committee	NAP	upon establishment of the Environmental Impact Review Board

Planning Assumptions:

The **Sahtu** Tribal Council will pay all costs of the STC nominee to attend meetings of the Regional Environmental Review Committee when it deals with projects in the **Sahtu** settlement area.

ANNEX A

- Project 26-1: Formulation of government policy and legislation with respect to **Sahtu** heritage resources in the Mackenzie Valley
- Project Manager: Canada, Government of the Northwest Territories (**GNWT**) - Education, Culture and Employment (**ECE**)
- Participant/Liaison: **Sahtu** Tribal Council (**STC**)
- Obligations Addressed:
- 26.1.4 The **Sahtu** Tribal Council shall be consulted in the formulation of government policy and legislation with respect to **Sahtu** heritage resources in the Mackenzie Valley.
- Referenced Clauses: 26.1.1, 26.1.2, 26.1.3

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the Sahtu Tribal Council of any proposed policy or legislation with respect to Sahtu heritage resources in the Mackenzie Valley; provide the STC with a reasonable period of time to prepare its views on the matter ; and provide the STC with an opportunity to present its views	government	after settlement legislation
2. Review the proposal and present views to government	STC	within period provided
3. Give full and fair consideration to the views presented	government	

Funding:

As part of the overall finding to be provided by Canada to the Government of the Northwest Territories, the Government of the Northwest Territories will allocate the **funds** as follows:

1993 Constant Dollars

<u>Year 1</u>	<u>Year 2</u>
5,000	5,000

This allocation is subject to change by the Government of the Northwest Territories as provided for in Annex B. Part 5.

Project 26-2: Disturbance of **Sahtu** burial sites

Project Manager: Developer

Participant/Liaison: **Sahtu** Tribal Council (**STC**)

Obligations Addressed:

26.1.5 A **Sahtu** burial site in the settlement area shall not be disturbed except after consultation with the **Sahtu** Tribal Council and after appropriate measures have been taken to respect the dignity of the site.

Referenced Clauses: 26.2.3

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. If there is a proposal to disturb a Sahtu burial site, notify the STC ; provide the STC with full details of the site; provide the STC with full details of the proposed disturbance; provide the STC with full details of the proposed appropriate measures to be taken to respect the dignity of the site; and provide the STC with an opportunity to present its views	developer	after settlement legislation
2. Review the proposal and present views to the developer	STC	within period provided
3. Give full and fair consideration to the views presented	developer	
4. Conduct further consultation if required	developer, STC	
5. If it is decided to disturb the burial site, take measures to respect the dignity of the site	developer	

ANNEX A

Project 26-3: Involvement in the conservation and management of **Sahtu** heritage resources

Project Manager: Department of Indian and Northern Affairs (**DIAND**) - Northern Affairs Program (NAP), Government of the Northwest Territories (**GNWT**) - Intergovernmental and Aboriginal Affairs (**IAA**), Affected government departments

Participant/Liaison: **Sahtu** Tribal Council (**STC**)

Obligations Addressed:

26.2.2 The **Sahtu** Tribal Council **shall** be actively involved in the conservation and management of **Sahtu** heritage resources. Such involvement shall be consistent with the maintenance of the integrity of public archives and national and territorial heritage resources collections.

Referenced Clauses: 26.2.4

Activities (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Advise federal and territorial departments of the provision in 26.2.2 that the STC be actively involved in the conservation and management of Sahtu heritage resources, consistent with the maintenance of the integrity of public archives and national and territorial heritage resources collections	DIAND, IAA	within three months of settlement legislation
2. Discuss with the STC how clause 26.2.2 might be fulfilled within existing resources and mandates	appropriate federal and territorial departments	

Funding:

As part of the overall finding to be provided by Canada to the Government of the Northwest Territories, the Government of the Northwest Territories will allocate the funds as follows:

1993 Constant Dollars

<u>Year 1</u>	<u>Year 2</u>
5,000	5,000

This allocation is subject to change by the Government of the Northwest Territories as provided for in Annex B, Part 5.

- Project 26-4: Representation on any boards, agencies or committees established in the Mackenzie Valley by government to administer or protect **Sahtu** heritage resources
- Project Manager: Canada, Government of the Northwest Territories (GNWT) - Education, Culture and Employment (ECE)
- Participant/Liaison: **Sahtu** Tribal Council (STC)

Obligations Addressed:

26.2.4 The **Sahtu** Tribal Council shall have an opportunity to be represented on any boards, agencies or committees established in the Mackenzie Valley by government to administer or protect **Sahtu** heritage resources. The **Sahtu** Tribal Council shall be consulted with respect to the implementation of this provision prior to the establishment of any such board, agency or committee.

Referenced Clauses: 26.2.2

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the STC that there is a proposal to establish a board, agency or committee in the Mackenzie Valley by government to administer or protect Sahtu heritage resources; provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views	government	after settlement legislation
2. Review the proposal and present views to government	STC	within period provided
3. Give full and fair consideration to the views presented	government	
4. Provide the STC with an opportunity to be represented on any boards, agencies or committees established in the Mackenzie Valley by government to administer or protect Sahtu heritage resources	government	

Funding:

As regards the Government of the Northwest Territories, refer to summary for ECE (Project 26-13).

Planning Assumptions:

The STC will be invited to participate in the Interdepartmental Committee on Archaeology for permit applications in the **Sahtu** settlement area.

Project 26-5: Review of land use permit applications

Project Manager: Land and Water Board

Participant/Liaison: Sahtu Tribal Council (**STC**), Government of the Northwest Territories (**GNWT**) - Prince of Wales Northern Heritage **Centre** (**PWNHC**), Department of Environment (DOE) - Canadian Parks Service (**CPS**)

Obligations Addressed:

26.2.5 As part of the review of land use permit applications, such applications shall be forwarded to the Sahtu Tribal Council and the government agency responsible for heritage resources for their advice respecting the presence of heritage resources on the lands included in the application and any conditions to be attached to the land use permit.

Referenced Clauses: 25.4.5(c)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Receive application for a land use permit	Land and Water Board	after legislation to establish the Land and Water Board
2. Forward application to the STC and appropriate government agencies for review and advice respecting the presence of heritage resources on the lands included in the application and any conditions to be attached to the land use permit; and provide the STC with a reasonable period of time to prepare views on the matter	Land and Water Board	
3. Provide views regarding the land use application	STC, appropriate government agencies	within period provided
4. Consider advice when making a decision on the application	Land and Water Board	

Funding:

As regards the Government of the Northwest Territories, refer to summary for ECE (Project 26-13).

Planning Assumptions:

The Land and Water Board permit application process will define the timeframe for responses.

The Prince of Wales Northern Heritage **Centre** and DOE will have access to, and have the benefit of the Geographic Information System which will be developed by the land and water management structures for the Sahtu settlement area for the purpose of reviewing land use permits.

During the period preceding the establishment of the Land and Water Board the obligation identified for the Board will be addressed by NAP.

Project 26-6: Issuance of archaeologists permits

Project Manager: Government of the Northwest Territories - Prince of Wales Northern Heritage Centre (PWNHC)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligations Addressed:

- 26.2.6 (a) Prior to issuing archaeologists permits in respect of **Sahtu** heritage resources, government shall consult the **Sahtu** Tribal Council. Such permits shall specify procedures to be followed by the permit holder including:
- (i) plans and methods for site protection or restoration, where applicable;
 - (ii) consultation with the designated **Sahtu** organization of the local **Sahtu** community or communities;
 - (iii) disposition of materials extracted; and
 - (iv) submission of a technical and a non-technical report on the work completed.
- (b) In addition to the requirements set out in (a), no archaeologists permits in respect of heritage resources on **Sahtu** lands shall be issued without the consent of the **Sahtu** Tribal Council.

Referenced Clauses: 26.1.1, 26.1.2

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the STC of a proposal to issue an archaeologists permit in respect of Sahtu heritage resources specifying the procedures to be followed by the permit holder including plans and methods for site protection or restoration, where applicable; consultation with the local Sahtu community or communities; disposition of materials extracted; and submission of a technical and a non-technical report on the work completed; provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views	PWNHC	after settlement legislation
2. Review the proposal and present views to the PWNHC	STC	
3. Give full and fair consideration to the views presented	PWNHC	
4. Finalize terms and conditions to be attached to a permit	PWNHC	
5. Issue permit	PWNHC	
6. Provide the STC of a copy of each permit issued for its information	PWNHC	

Funding:

As regards the Government of the Northwest Territories, refer to summary for ECE (Project 26-13).

Planning Assumptions:

If the Department of Environment acquires land in the Sahtu settlement area, the DOE archaeological permit system will follow the same procedures as laid out in 26.2.6.

Project 26-7: Repatriation of **Sahtu** artifacts and records

Project Manager: Government of the Northwest Territories - Prince of Wales Northern Heritage Centre (PWNHC)

Participant/Liaison: **Sahtu** Tribal Council (STC), Cartada

Obligations Addressed:

- 26.2.7 (a) In appropriate cases, artifacts and records relating to the heritage of the **Sahtu** Dene and Metis which have been removed from the settlement area should be returned to the settlement area or the Northwest Territories for the benefit, study and enjoyment of the participants and all other residents of the Northwest Territories.
- (b) Government and the participants agree to work together towards the attainment of the objective in (a) provided that appropriate facilities and expertise exist in the settlement area for the proper maintenance and exhibition of such artifacts and records and consistent with the maintenance of the integrity of public archives and national and territorial heritage collections.
- (c) **Sahtu** heritage resources may be housed and exhibited in appropriate aboriginal facilities as well as in other public institutions.

Referenced **Clauses:** 26.1.1, 26.1.2

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES . .
1. Advise the PWNHC of artifacts and records relating to the heritage of the Sahtu Dene and Metis which the Sahtu Dene and Metis would like to have returned to the settlement area or the Northwest Territories	STC	after settlement legislation
2. Assess whether the artifacts and records are available for repatriation to the settlement area or the Northwest Territories	PWNHC	
3. Assess whether appropriate facilities and expertise exist in the settlement area or the Northwest Territories for the proper maintenance and exhibition of such artifacts and records	PWNHC	
4. If the appropriate facilities and expertise exist, make efforts to repatriate such artifacts and records	PWNHC, STC, Canada	

Funding:

As part of the overall funding to be provided by Canada to the Government of the Northwest Territories, the Government of the Northwest Territories will allocate the funds as follows:

1993 Current Dollars

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000

This allocation is subject to change by the Government of the Northwest Territories as provided for in Annex B, Part 5.

- Planning Assumptions:

The **STC**, may identify facilities which may appropriately house such artifacts and records.

- . - The **STC** may suggest that certain artifacts not be exhibited.

Project 26-8: Preferential hiring of **Sahtu** Dene and Metis
 Project Manager: Canada, Government of the Northwest Territories (**GNWT**)
 Participant/Liaison: Sahtu Tribal Council (**STC**)

Obligations Addressed:

26.2.8 The **Sahtu** Dene and Metis shall have preference in being hired at public sites, museums, heritage resource projects, archaeological works and similar public facilities and projects in the settlement area related to **Sahtu** heritage resources, in a manner to be set out in the protected area agreement or, where there is no protected area agreement, in the management or work **plans** for the public sites, museums, projects, facilities and works referred to in this chapter. The Sahtu Tribal Council shall be consulted in the development of such plans.

Referenced Clauses: chapters 12 and 17

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. When a public site, museum, heritage resource project, archaeological work or similar public facility or project in the settlement area related to Sahtu heritage resources which is not subject to a protected area agreement is initiated, notify the STC during the development of management or work plans advising on the nature and extent of the preferential hiring provisions proposed; provide the STC with a reasonable period of time to prepare its views on the matter; and provide the STC with an opportunity to present its views.	government	after settlement legislation
2. Review proposal and present views to government	STC	within period provided
3. Give full and fair consideration to the views presented	government	
4. Implement preferential hiring provisions of protected area agreements and management or work plans	government	

Funding:

As regards the Government of the Northwest Territories, refer to summary for ECE (Project 26-13).

Training/Economic Opportunities:

Preferential hiring as set out in the protected area agreement or in the management or work plans.

Project 26-9: Public information material with respect to protected areas and heritage resources facilities and projects

Project Manager: Canada, Government of the **Northwest Territories (GNWT)**

Participant/Liaison: **Sahtu** Tribal Council (**STC**)

Obligations Addressed:

26.2.9 Where government prepares public information material with respect to protected areas and the facilities and projects referred to in 26.2.8, appropriate recognition shall be given to the **culture** and history of the participants.

Referenced Clauses: 17.2.6, 26.2.8

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Where public information material with respect to protected areas and heritage resources facilities and projects is prepared, give appropriate recognition to the culture and history of the Sahtu Dene and Metis	government	after settlement legislation
2. Provide a draft of the information to the STC for its review and comment; and provide the STC with a reasonable period of time to prepare and present its views	government	
3. Review proposal and present views to government	STC	within period provided
4. Consider the views presented	government	
5. If practicable, provide the STC with a copy or a text of the public information material used	government	

Funding:

As regards the Government of the Northwest Territories, refer to summary for ECE (Project 26-13).

Planning Assumptions:

Regarding activity 5, it is assumed that the **STC** will be provided with a copy of the public information material. However, in situations where this is not practical because of size, cost or nature of material (ie. billboard, mural, plaque, etc.) the **STC** will be provided with the text or a photographic reproduction.

Project 26-10: Recognition of traditional Sahtu Dene and Metis names for geographic features

Project Manager: Government of the Northwest Territories (GNWT)

Participant/Liaison: Sahtu Tribal Council, (STC) Canada

Obligations Addressed:

26.3.1 The participants have traditionally referred to certain lakes, rivers, mountains and other geographic features and locations in the settlement area by traditional or aboriginal names. Upon request of the Sahtu Tribal Council, the official name of such a place shall be reviewed and the traditional name used by the participants may be recognized in accordance with the applicable government procedures and policies including the toponymic policy of the Government of the Northwest Territories.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Request a review of an official name of a geographic feature	STC	after settlement legislation
2. Review request in accordance with policies and procedures	GNWT	
3. Conduct local consultation	GNWT	
4. Make a decision and, if favorable, forward the recommended name change to Executive Council	GNWT	
5. Accept or reject recommendation	Executive Council	
6. If accepted, advise Canada Map Office of the name change	GNWT	

Planning Assumptions:

The Government of the Northwest Territories intends that performance of these activities may be achieved by its programs and policies in place from time to time.

Project 26-11: Proposing or changing place names within the settlement area

Project Manager: Government of the Northwest Territories (**GNWT**)

Participant/Liaison: **Sahtu** Tribal Council (**STC**), Canada

obligation Addressed:

26.3.2 The **Sahtu** Tribal Council shall be consulted on any proposed new name or any proposed change of a **place** name within the settlement area.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the STC of any proposed new name or proposed place name within the settlement area; provide the STC with a reasonable period of time to prepare its views on the matter ; and provide the STC with an opportunity to present its views	GNWT	after settlement legislation
2. Review the proposal and present views to the proponent	STC	within period provided
3. Give full and fair consideration to the views presented	GNWT	

Planning Assumptions:

The Government of the Northwest Territories intends that performance of these activities may be achieved “ by its programs and policies in place from time to time.

Project 26-12: **Joint working** group reviewing **Sahtu** heritage places and sites

Project Manager: **Sahtu** Tribal Council (**STC**)

Participant/Liaison: Department of Environment (DOE) - Canadian Parks Service (**CPS**), Government of the Northwest Territories - Education, Culture and Employment (**ECE**)

Obligations Addressed:

- 26.4.1 A joint working group shall be established, at a date to be set **out** in the implementation plan, and shall continue for a period of not more than two years from that date, unless otherwise agreed.
- 26.4.2 The joint working group shall have five members:
- (a) two members appointed by government;
 - (b) two members appointed by the **Sahtu** Tribal Council; and
 - (c) one member, to serve as chairperson, selected by the other four members.
- 26.4.3 The joint working group shall consider and make recommendations to the appropriate Minister or government agency and to the **Sahtu** Tribal Council with respect to the following **Sahtu** heritage places and sites:
- (a) the Ramparts;
 - (b) Scented Grass Hills;
 - (c) Grizzly Bear Mountain;
 - (d) Red Dog Mountain;
 - (e) the Site of Sir John Franklin's 1825 Wintering Quarters;
 - (f) Loon River/Fort Anderson Trail; and
 - (g) such other **Sahtu** heritage places and sites as may be agreed by the joint working group.
- 26.4.4
- (a) The costs of the joint working group shall be the responsibility of government. The joint working group shall prepare an annual budget, subject to review and approval by government.
 - (b) Any financial obligations which follow from accepting the recommendations of the joint working group shall not be a cost of implementing this agreement.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Nominate members to the Joint working group: -2 members - 1 member - 1 member	- STC - CPS - ECE	within 2 months of settlement legislation
2. Select Chairperson	Nominees to Joint working group	within 3 months of settlement legislation
3. Develop work plan, including the identification of Sahtu heritage places and sites other than those listed in 26.4.3	Joint working group	within 6 months of settlement legislation
4. Prepare and submit budget	Joint working group	
5. Review budget	DIAND	

- | | | |
|--|----------------------|--|
| 6. Consider and make recommendations to the appropriate Minister or government agency and to the STC with respect to the Sahtu heritage places and sites identified in the work plan | Joint working group | within 2 years of settlement legislation |
| 7. Give full consideration to the recommendations of the joint working group | appropriate Minister | |
| 8. If recommendations are accepted, implement within existing budgets and fiscal restraints | appropriate agencies | |

Funding:

As part of the overall funding to be provided by Canada to the Government of the Northwest Territories, the Government of the Northwest Territories will allocate the **funds** as follows:

1993 Current Dollars

<u>Year 1</u>	<u>Year 2</u>
5,000	5,000

This allocation is subject to change by the Government of **the** Northwest Territories as provided for in Annex B, Part 5.

As part of the overall funding to the **Sahtu** Tribal Council provided by Canada is funding for the costs of the **Sahtu** Tribal Council representatives on the Joint working group as well as funding for organizing the meetings and providing the meeting facilities.

Planning Assumptions:

If any Sahtu heritage places and sites reviewed by the Joint working group result in the establishment of a “national park” or “protected area” the provisions of chapters 16 or chapters 17 will apply as appropriate.

The **Sahtu** Tribal Council will arrange the meetings of the Joint working group and will provide the facilities for the meetings.

The joint working group will not be required to prepare and submit an **annual** budget for review and approval by government.

Project 26-13: Activities of the Department of Education, Culture and Employment

Project **Manager:** Government of the Northwest Territories (GNWT) - Department of Education, Culture and Employment (ECE)

Participant/Liaison: Sahtu Tribal Council (STC)

Obligation Addressed:

Consult the **Sahtu** Tribal Council prior to the establishment of any boards, agencies or committees with respect to providing the **Sahtu** with an opportunity to be represented on any boards, agencies or committees established in the Mackenzie Valley to administer or protect **Sahtu** heritage resources. (26.2.4)

Review of land use permit applications (26.2.5)

Consult prior to issuing archaeologists permits (26.2.6)

Consult with the STC regarding preferential hiring (26.2.8)

Give appropriate recognition to the culture and history of the participants in public information material (26.2.9)

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Consult with the STC as required and perform other activities to meet the obligations summarized above	ECE	after settlement legislation

Funding:

As part of the overall funding to be provided by Canada to the Government of the Northwest Territories, the Government of the Northwest Territories will allocate the funds as follows:

1993 Current Dollars

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000

This allocation is subject to change by the Government of the Northwest Territories as provided for in Annex B. Part 5.

Project 27-1: Surface Rights Board (the Board)

Project Manager: Department of Indian Affairs and Northern Development (**DIAND**) - Northern Affairs Program (NAP)

Participant/Liaison: **Sahtu Tribal Council (STC)**

Obligations **Addressed:**

27.1.1 A Surface Rights Board ("the Board"), established as an institution of public government by legislation, shall have jurisdiction over matters relating to surface entry and compensation as set out in this agreement or legislation.

27.1.2 Members of the Board **shall** be residents of the Northwest Territories. When dealing with **Sahtu** lands, the Board **shall** act through a panel of its members at least one of whom shall be resident of the settlement area.

27.1.3 **The** costs of the Board shall be the responsibility of government. The Board shall prepare **an annual** budget, subject to review and approval by government.

Referenced Clauses: 27.2, 27.3.1, 3.1.9

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES . . .
1. If legislation establishing a Surface Rights Board is not enacted prior to settlement legislation, consult the STC prior to development or finalization of the Surface Rights Board legislation	NAP	after settlement legislation
2. Establish the Board by: - appointing Board members - preparing budget	NAP	after passage of legislation enacting the Board
3. Establish administrative procedures and operations consistent with the agreement, including but not limited to: when dealing with Sahtu lands, the Board shall act through a panel of its member at least one of whom shall be a resident of the settlement area	the Board	within 3 months of legislation enacting the Board
4. Develop regulations under the surface rights legislation	NAP	within 1 year of legislation enacting the Board
5. Administer the surface rights legislation	the Board	on-going

Funding:

Funding of the Surface Rights Board was provided through the Implementation Plan for the **Gwich'in** Comprehensive Land Claim Agreement,

When the Board receives notice that a hearing is required to resolve a matter within its jurisdiction, the Board will advise the Minister that a hearing will be held and submit a budget for the Minister's review and approval. The budget may be accepted in its entirety or in an amended form as deemed by the Minister to be appropriate.

In order that the Board may conduct the hearings within any timeframe that may be specified in the agreement and/or in legislation, it will be the responsibility of the Board to notify the Minister promptly of the hearing and to provide the required budget proposals in a timely fashion. The Minister shall provide the Board with a response to the budget proposal in sufficient time to allow the Board to hold proceedings within the timeframe specified in the agreement and/or legislation.

If the legislation creating the Board provides that the Board may award all or a portion of hearing costs, the **Minister's** responsibility-for finding-hearing costs shall not exceed the difference between the total costs of the hearing and the costs which have been awarded.

Planning Assumptions:

The Board will operate in the various regions after the settlement of native claims in those regions.

Government intends to propose the following increase to the budget of the Board as described in the Gwich'in Implementation Plan:

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
34,500	16,500	2,500	16,500	16,500	2,500	16,500	16,500	2,500	16,500

Initially, the Board will have a membership of three.

Until the Environmental Impact Review Board is in place, any administrative support that the Board might require will be provided by the Northern Affairs Program, **DIAND**, Northwest Territories Region.

In the event that surface rights legislation is not in effect by settlement legislation, any matter which is to be determined by the Board, pursuant to the **Sahtu** Dene and Metis agreement shall, until that legislation is in effect, be determined by arbitration, except where the resolution of any matter respecting the exploration, development, and production of minerals is provided for in legislation, such legislation **shall** apply.

Project 29-1: Legal services of the Government of the **Northwest Territories**

Project Manager: Government of the Northwest Territories - Department of Justice

Obligations Addressed:

Various legal services required by the Government of the Northwest Territories to implement the **Sahtu** Dene and Metis agreement.

Referenced Clauses:

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
constitutional		
1. Provide legal services to departments of the GNWT on the constitutional law aspects of claim legislation and amendments of legislation	us	after settlement legislation
2. Participate in litigation and arbitration	Justice	after settlement legislation
3. Provide advice to Legislation Division as required to assist in the drafting of legislation	Justice	after settlement legislation --
Legal		
1. Provide legal counsel to departments of the GNWT concerning the implementation of obligations within the jurisdiction of the GNWT such as municipal lands, wildlife management, territorial parks, forestry and economic measures to ensure that they are consistent with the agreement	Justice	after settlement legislation
2. Provide counsel to departments concerning departmental legislation to ensure consistency with claim obligations	Justice	after settlement legislation
3. Participate in litigation and arbitration as required	Justice	after settlement legislation
Legislation		
1. Draft appropriate legislation required under the agreement	Justice	after settlement legislation
Land Titles Office		
1. Registration of Sahtu settlement lands	Justice: Land Titles Office	after settlement legislation

F u n d i n g :

As part of the overall funding to be provided by Canada to the Government of the Northwest Territories, the Government of the Northwest Territories will allocate the funds as follows:

1993 **Curren**t Dollars

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
88,000	88,000	78,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000

This allocation is subject to change by the Government of the Northwest Territories as provided for in Annex B, Part 5.

Project 29-2: Implementation Secretariat of the Government of the Northwest Territories

Project Manager: Government of the Northwest Territories (GNWT)- **Intergovernmental and Aboriginal Affairs (IAA)**

Obligation Addressed:

Implementation Committee

Referenced Clauses: 29.2

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Add resources to the claims implementation secretariat which will support the GNWT member on the Implementation Committee and provide other functions related to the implementation of the Sahtu Dene and Metis agreement	IAA	after settlement legislation

Funding:

As part of the overall funding to be provided by Canada to the Government of the Northwest Territories, the Government of the Northwest Territories will allocate the finds as follows:

1993 Current Dollars

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000

This allocation is subject to change by the Government of the Northwest Territories as provided for in Annex B, Part 5.

ANNEX B

FINANCIAL PAYMENTS

PART 1. BOARDS AND COMMITTEES:

The parties have agreed that the annual sums identified hereunder represent the implementation **funding** required for the listed Boards and Committees to **fulfil** their duties as identified in the **Sahtu** Dene and Metis agreement and in the Implementation Plan for the initial implementation period. Each Board and Committee listed will **fulfil** its duties within the budget identified. The overall adequacy of implementation funding will be reviewed in Year 5.

Subject to appropriation by Parliament, Canada will provide funding according to the following schedule:

1993 CONSTANT DOLLARS	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
ENROLMENT BOARD	318,937	252,277	84,861	81,133	81,133
ARBITRATION BOARD	27,454	27,454	27,454	27,454	27,454
RENEWABLE RESOURCES BOARD	259,411	583,196	582,196	584,196	582,196
- Settlement AREA HARVEST STUDY	61,557	178,513	182,547	178,513	182,547
LAND USE PLANNING BOARD	71,634	582,054	581,054	566,054	499,738
LAND AND WATER BOARD	75,212	526,382	603,330	605,330	553,330
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TOTAL:	\$814,205	2,149,876	2,061,442	2,042,680	1,926,398

1993 CONSTANT DOLLARS	<u>YEAR 6</u>	<u>YEAR 7</u>	<u>YEAR 8</u>	<u>YEAR 9</u>	<u>YEAR 10</u>
ENROLMENT BOARD	0	0	0	0	0
ARBITRATION BOARD	27,454	27,454	27,454	27,454	27,454
RENEWABLE RESOURCES BOARD	584,196	581,296	576,796	574,796	576,796
- SETTLEMENT AREA HARVEST STUDY	174,905	68,337	0	0	0
LAND USE PLANNING BOARD	227,673	229,673	227,673	229,673	227,673
LAND AND WATER BOARD	555,330	553,330	555,330	573,330	555,330
	-----	-----	-----	-----	-----
TOTAL:	\$1,569,558	1,460,090	1,387,253	1,405,253	1,387,253

PART 2. WILDLIFE STUDIES:

The parties agree that the payment of the sum identified hereunder discharges Canada's obligation with respect to providing funds for the Wildlife Studies Fund to be administered by the Renewable Resources Board pursuant to clauses 13.5 and 13.7 of the Sahtu Dene and Metis agreement and the Implementation Plan. The adequacy of the funding will be reviewed by the Implementation Committee as part of the review in Year 5. It is agreed that the identified funds may only be used for the identified purpose.

Subject to appropriation by Parliament, Canada will provide funding according to the following schedule:

CURRENT DOLLARS:	<u>YEAR 1</u>
WILDLIFE STUDIES FUND:	\$2,100,000

PART 3. TRAINING FOR SAHTU DENE AND METIS:

The parties agree that the payment to the **Sahtu** Tribal Council of the sum identified hereunder discharges Canada's obligation with respect to providing funds for the training of **Sahtu** Dene and Metis pursuant to clause 29.1.1(c) of the **Sahtu Dene** and Metis agreement and in accordance with the associated Activity Sheet.

Subject to appropriation by Parliament, Canada will provide funding according to the following schedule:

CURRENT DOLLARS:	<u>YEAR 1</u>
TRAINING:	\$850,000

PART 4. SAHTU TRIBAL COUNCIL:

The parties agree that the annual sums identified hereunder represent Canada's contribution to the Sahtu Tribal Council to assist it in the fulfillment of its obligations pursuant to the **Sahtu** Dene and Metis agreement. The parties also agree that the annual sums identified hereunder in respect of Renewable Resources Councils represent Canada's total contribution to assist in the fulfillment of any obligations pursuant to the Sahtu Dene and Metis agreement. The adequacy of the funding will be reviewed by the Implementation Committee as part of the review in Year 5.

Subject to appropriation by Parliament, Canada will provide funding according to the following schedule:

1993 CONSTANT DOLLARS	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
SAHTU TRIBAL COUNCIL					
- Sahtu Tribal Council	350,000	300,000	270,000	170,000	170,000
- Renewable Resources Councils	186,110	179,610	179,610	179,610	179,610
	<u>YEAR 6</u>	<u>YEAR 7</u>	<u>YEAR 8</u>	<u>YEAR 9</u>	<u>YEAR 10</u>
SAHTU TRIBAL COUNCIL					
- Sahtu Tribal Council	170,000	170,000	170,000	170,000	170,000
- Renewable Resources Councils	179,610	179,610	179,610	179,610	179,610

Attached for reference purposes is the detailed cost worksheet which is referenced in the activity sheet for the **Sahtu** Tribal Council. The worksheet was developed for the purpose of estimating the funding to be provided to the Sahtu Tribal Council. It is not intended that the Sahtu Tribal Council be constrained to any particular line item.

PART 5. GOVERNMENT OF THE NORTHWEST TERRITORIES:

Subject to appropriation by Parliament, Canada shall provide the Government of the Northwest Territories with additional funding as described below to assist the Government of the Northwest Territories in the fulfillment of its implementation activities as described in this Plan. The adequacy of the funding will be reviewed by the Implementation Committee as part of the review in Year 5.

ANNEX B

1993 CONSTANT DOLLARS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
GOVERNMENT OF THE NORTHWEST TERRITORIES	358,110	345,787	315,669	253,669	251,669

GOVERNMENT OF THE NORTHWEST TERRITORIES ACTIVITIES SUMMARY SCHEDULE:^{*}

	Year 1	Year 2	Year 3	Year 4	Year 5
Implementation Secretariat (IAA)	75,000	75,000	75,000	75,000	75,000
Repatriation of Artifacts (ECE)	10,000	10,000	10,000	10,000	10,000
Various activities (ECE)	5,000	5,000	5,000	5,000	5,000
Joint working group (ECE)	5,000	5,000			
Formulation of policy and legislation (ECE)	5,000	5,000			
Heritage Resources - Conservation and Mgt. (ECE)	5,000	5,000			
Legal Services - Constitutional (Justice)	20,000	20,000	20,000	20,000	20,000
Legal Services - Legal (Justice)	10,000	10,000			
Legal Services - Legislation (Justice)	20,000	20,000	20,000		
Land Titles Office (Justice)	38,000	38,000	38,000		
Coordination and Consultation (DRR)	125,000	125,000	125,000	105,000	105,000
Travel re Harvest Study Working Group (DRR)		3,177	1,059	1,059	1,059
Homeowners's Rebate (MACA)	5,610	5,610	5,610	5,610	5,610
Municipal boundary changes - consultation (MACA)		2,000		2,000	
Municipal Planning (MACA)	5,000				
Northern Accord (EMPR)	17,000	17,000	16,000		
Protected areas - training (ED&T)				30,000	30,000
Consultation (ED&T)	2,500				
Park Management Plans (ED&T)	10,000				

1993 CONSTANT DOLLARS	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
GOVERNMENT OF THE NORTHWEST TERRITORIES	261,169	251,699	252,610	250,610	252,610

GOVERNMENT OF THE NORTHWEST TERRITORIES ACTIVITIES SUMMARY SCHEDULE:^{*}

	Year 6	Year 7	Year 8	Year 9	Year 10
Implementation Secretariat (IAA)	75,000	75,000	75,000	75,000	75,000
Repatriation of Artifacts (ECE)	10,000	10,000	10,000	10,000	10,000
Various activities (ECE)	5,000	5,000	5,000	5,000	5,000
Joint working group (ECE)					
Formulation of policy and legislation (ECE)					
Heritage Resources - Conservation and Mgt. (ECE)					
Legal Services - Constitutional (Justice)	20,000	20,000	20,000	20,000	20,000
Legal Services - Legal (Justice)					
Legal Services - Legislation (Justice)					
Land Titles Office (Justice)					
Coordination and Consultation (DRR)	105,000	105,000	105,000	105,000	105,000
Travel re Harvest Study Working Group (DRR)	1,059	1,059			
Homeowners's Rebate (MACA)	5,610	5,610	5,610	5,610	5,610
Municipal boundary changes - consultation (MACA)	2,000		2,000		2,000
Municipal Planning (MACA)					
Northern Accord (EMPR)					
Protected areas - training (ED&T)	30,000	30,000	30,000	30,000	30,000
Consultation (ED&T)	2,500				
Park Management Plans (ED&T)	5,000				

- * This schedule was developed for the purpose of summarizing the **Government** of the Northwest Territories's allocation of the funding provided to the Government of the Northwest Territories by Canada. The Government of the Northwest Territories may reallocate this funding as it deems appropriate.

PART 6. ANNUAL ADJUSTMENT

6.1 The Adjusted Fiscal Year Amount (AFYA) is equal to the Fiscal Year Amount (FYA) multiplied by the "adjustment factor".

The "adjustment factor" for fiscal year (fyn) is equal to the quotient obtained by dividing the Final Domestic Demand Implicit Price Index (FDDIPI) for second quarter of the year* immediately preceding the fiscal year for which the adjustment is done by the Final Domestic Demand Implicit Price Index for the quarter starting April 1, 1993.

The calculation is expressed mathematically as:

$$AFYA_{fyn} = FYA_{fyn} \times \text{adjustment factor} \left(\frac{FDDIPI_{fyn-1}}{FDDIPI_{2nd\ qtr\ 1993}} \right)$$

* ie. the quarter starting April 1

Project: SAHTU TRIBAL COUNCIL	(1999 Constant Dollars)									
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
SAHTU Implementation Secretariat	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000
Consultation / Professional Services	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
Joint Working Group	10,000	10,000								
Start-up	170,000	120,000	100,000							
Total	350,000	300,000	270,000	170,000	170,000	170,000	170,000	170,000	170,000	170,000

COST WORKSHEET - SAHTU TRIBAL COUNCIL

ANNEX C

COMMUNICATION AND INFORMATION STRATEGY

1. INTRODUCTION

A requirement of the **Sahtu** Comprehensive Land Claim Agreement is that it be accompanied by an Implementation **Plan** that describes a communication and information strategy to inform interested parties of the implementation developments, the content of the plan and the agreement.

Communications initiatives surrounding the implementation process must inform target audiences of the key activities in the implementation process. Direct involvement of the major players in transmitting information to their respective clients will contribute to successful implementation of the agreement.

2. RESPONSIBILITIES

Sahtu Tribal Council

The **Sahtu Tribal** Council should play a lead role in ensuring that beneficiaries are made aware of their rights and obligations under the **Sahtu** Dene and Metis Comprehensive Land Claim Agreement and that a smooth and equitable implementation of the settlement is reached. Acceptance of the agreement by **Sahtu** institutions and their assistance in implementation will depend on a clear understanding of the process. Communication of their responsibilities under the agreement to the beneficiaries is imperative.

Government of the Northwest Territories

Direct involvement of the Government of the Northwest Territories is also essential to the implementation process. The Government of the Northwest Territories will inform its departments and agencies and their employees, contractors and agents of their obligations, responsibilities and any new processes under the **Sahtu** Dene and Metis agreement and the Implementation Plan. Where these obligations will affect the **Sahtu** Dene and Metis or third parties, appropriate communication strategies will be developed and implemented by the Government of the Northwest Territories.

Federal Government

The federal government will inform its departments and agencies and their employees, contractors and agents of their obligations, responsibilities and any new processes under the **Sahtu** Dene and Metis agreement and the Implementation Plan. It will also, along with the Government of the Northwest Territories, inform the public. The Department of Indian Affairs and Northern Development will play the **lead** role in informing other federal departments and Members of Parliament and Senators about the **Sahtu** Dene and Metis agreement and government implementation activities. **DIAND** will develop strategies to inform the non-renewable resource industry about the provisions affecting them.

3. TARGET AUDIENCES

Northern Public

Communication to the public is essential to maintain harmony in the **Sahtu** settlement area. It is through effective communications that the concept of fairness and equity of the **Sahtu** Dene and Metis agreement to all non-participants will be reinforced. The public must be given information on how their interests are or are not affected.

Industry

Although industry will not be involved in the implementation process, it will be directly affected by the process and will have to operate within a new environment. Industry representatives will therefore want to be informed of any actions that **will** have an impact on them.

Media (Native and Northern)

Media coverage in the **North during the implementation stages** of the **Sahtu** Dene and Metis agreement will be important. The continuation of open and effective communications will help to ensure accurate coverage.

southern Media/Public

Some coverage in the south will be expected for the signing of the **Sahtu** Dene and Metis agreement and the passage of settlement legislation. Only major milestones in the implementation will be of interest to southern media.

4. COMMUNICATIONS OBJECTIVES

To inform the public about key steps in the implementation process, implementation plan and the **Sahtu** Dene and Metis agreement.

To promote successful implementation of the agreement.

5. GENERAL THEMES

The **Sahtu** Dene and Metis agreement is balanced and fair, respecting the interests of the **Sahtu** Dene and Metis, the public and industry.

The **Sahtu** Dene and Metis agreement is another significant step toward resolving outstanding land claims with Aboriginal peoples quickly and fairly.

6. STRATEGIC CONSIDERATIONS

A proactive communications approach will emphasize the accomplishments in the implementation of the **Sahtu** Dene and Metis agreement.

Activities in support of implementation will be less event-driven and consist primarily of general public information measures. The public must be given information on how their interests are or are not affected. In **keeping with** the principle that First Nations are to control their affairs, the **Sahtu** Dene and Metis will be responsible for communicating to their beneficiaries and other interest groups concerning many areas of implementation.

7. ACTIVITIES

A special ceremony will be held with Ministers, **Sahtu** Dene and Metis leadership and negotiators to sign the **Sahtu** Dene and Metis agreement. Media will be invited to attend and a joint Department of Indian Affairs/Government of the Northwest Territories/Sahtu Tribal Council **announcement**. A national federal communique will be issued on the proclamation of settlement legislation.

Relevant communiques will be drafted jointly by the parties. For example, government and the **Sahtu** Tribal Council will jointly announce the establishment of boards to **implement provisions** of the **Sahtu** Dene and Metis agreement.

A series of information sheets on the implementation process will **be** drafted by the Department of Indian Affairs and Northern Development. These sheets will explain particular aspects of the implementation process in detail.

Federal departments will take measures, which may include briefings or workshops, to inform their employees to ensure a broader understanding of the **Sahtu** Dene and Metis agreement.

The Annual Report on the implementation of the **Sahtu** Dene and Metis agreement will also communicate progress on implementation of the agreement.

Some public sin-vice announcements or paid advertisements maybe undertaken by any of the parties when the need arises; i.e. - nominations to boards, etc.

Information material will be produced by the Department of Indian Affairs and Northern Development to inform the public and may include maps showing selected lands and brochures or information sheets summarizing provisions of the **Sahtu** Dene and Metis agreement.

8. PROCESS

The principal activities will be coordinated by the Department of Indian Affairs and Northern Development in consultation with the **Sahtu** Tribal Council and the Government of the Northwest Territories. Others will be consulted as required.

From time to time, some other communication activities may be undertaken unilaterally so that joint action is not always required.

ANNEX D

IMPLEMENTATION COMMITTEE

GENERAL

1. Canada, the Government of the Northwest Territories, and the **Sahtu** Tribal Council **shall each designate a representative to the Implementation Committee within 30 days of settlement legislation.**
2. **The Implementation** Committee will act in conformity with the **Sahtu** Dene and Metis agreement and will be guided by the Implementation Plan.
3. The Implementation Committee shall operate on a consensus basis and **shall** keep a record of its determinations.
4. Each party shall be responsible for the costs of the participation of its appointee to the Implementation **committee.**
5. **The** Implementation Committee shall provide the Minister of Indian and Northern Affairs, the Government Leader of the Northwest Territories and the **Sahtu** Tribal Council with an annual report, which shall be made public, on the implementation of the **Sahtu** Dene and Metis agreement on the anniversary date of settlement legislation and at 12 month **intervals** thereafter. Canada shall be responsible for publishing the report.

ROLES AND RESPONSIBILITIES

6. In addition to the functions described in 29.2.3 of the **Sahtu** Dene and Metis agreement, the Committee shall:
 - a. make recommendations respecting the implementation of the agreement; and
 - b. pursuant to paragraph 10, determine when obligations have been fulfilled.
7. The Committee will **fulfil** its ongoing responsibility to oversee, direct and monitor the implementation of the agreement by soliciting periodic activity reports from the government and the **Sahtu** Tribal Council. The Committee will review the activity reports and communicate with the parties with respect to actions that **could**, be taken to facilitate implementation.
8. The Committee may revise the Activity Sheets, reallocate resources consistent with government budgetary processes, or amend the Implementation Plan following consultation with the agencies or parties affected. Reallocation of funding by the Committee may be done only with respect to the allocations of funds set out in Annex B, Parts 1, 4 and 5.
9. Should the Implementation Committee make a decision that requires resources additional to those identified in the Implementation Plan, the Implementation Committee shall make its recommendations for additional resources to government. Government retains the right to accept, modify, or reject recommendations for **additional** resources.
10. The Implementation Committee shall determine from time to time when an obligation has been fulfilled. To determine whether an obligation has been fulfilled, the Committee shall review activity reports as follows:
 - a. one-time activities will be fulfilled when the activity described in the Implementation Plan has been **completed**.
 - b. ongoing activities will be reviewed annually by the Committee which will determine which obligations, if any, remain unfulfilled.
11. The Implementation Committee shall attempt to resolve implementation disputes arising between the parties. Any unresolved implementation disputes may be referred to arbitration under chapter 6 of the **Sahtu** Dene and Metis agreement by one of the parties to the agreement.

12. A general review of the Implementation Plan shall be carried out by the Implementation Committee in year five following settlement legislation.
13. Prior to the completion of the eighth year following settlement legislation, the Implementation Committee **shall** begin deliberations regarding **the** implementation **of** the **Sahtu** Dene and Metis agreement beyond the end of the ten year initial implementation period. Prior to the completion of the ninth year following settlement legislation, the Implementation Committee shall make its recommendations pursuant to 29.2.3 (f) of the **Sahtu** Dene and Metis agreement.

ACTIVITY REPORTS

14. All persons or agencies with a responsibility to undertake an implementation activity shall prepare an activity report(s) for the review of the responsible Minister. In the case of implementation activities undertaken by the **Sahtu** Tribal Council or its designate, activity reports will be forwarded to the **Sahtu** Tribal Council office.
15. Activity reports will indicate the status of implementation activities undertaken to date and a projection of the action that will be taken by the end of the year.
16. The **Minister/Sahtu** Tribal Council will submit the activity reports to the Committee at a time to be determined by the Committee. The Committee will consider the financial planning cycles of government and the **Sahtu** Tribal Council when determining when activity reports should be received.

NOTE-

As a result of the federal government re-organization in June 1993, readers should note the changes in the following portfolios:

Canadian Parks Service is now part of the Department of Canadian Heritage;

The Department of Energy, Mines and Resources is now part of the Department of **Natural** Resources;

The Department of Supply and Services is now part of the new Department of Government Services.

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