



Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

**IMPLEMENTATION PLAN  
FOR THE SAHTU DENE AND  
METIS COMPREHENSIVE  
LAND CLAIM AGREEMENT  
2004-2014**



Canada

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2014

# TABLE OF CONTENTS

## IMPLEMENTATION PLAN

### ANNEX A - ACTIVITY SHEETS

Project 3 — 1	Annual treaty meetings	8
Project 3 - 2	Amendment of the agreement	9
Project 3 - 3	Planning of institutions and the preparation of legislation	11
Project 3 — 4	Disclosure of information	12
Project 4 —1	Enrolment Board (1994 to 1999)	13
Project 4 — 2	Enrolment Board (1999 onward)	15
Project 5 - 1	Negotiation of self-government agreements	16
Project 5 - 2	Amend Final Agreement and Self-Government Agreement	17
Project 5 — 3	Constitutional reform in the Northwest Territories	18
Project 6 - 1	Arbitration Panel	19
Project 7 - 1	Assignment of rights and obligations	23
Project 7 - 2	Sahtu organizations receiving capital transfer payments and any other payments	24
Project 8 - 1	Capital transfer payments	25
Project 8 - 2	Repayment of negotiating loans	26
Project 8 - 3	Loan against capital transfer payments	27
Project 9 - 1	Consultation regarding any amendment, renegotiation or renewal of the Proven Area Agreement	28
Project 9 - 2	Joint committee to review operations pursuant to the Proven Area Agreement	29
Project 10 - 1	Resource royalty payments	30
Project 10 - 2	Consultation regarding alteration of resource royalties payable to government	32
Project 11 - 1	Taxation information	33
Project 11 - 2	Settlement corporation annual report	34
Project 12 - 1	Support of the traditional economy and encouragement of the participants	35
Project 12 - 2	Consultation regarding proposed economic development programs	37
Project 12 - 3	Federal contracting in the settlement area	38

Project 12 - 4	Government of the Northwest Territories preferential contracting	40
Project 12 - 5	Modification of the Government of the Northwest Territories preferential contracting policies and procedures	41
Project 12 - 6	First opportunity to negotiate contracts for Government of the Northwest Territories projects on settlement lands	42
Project 13 - 1	Granting permission to harvest on Sahtu land	43
Project 13 - 2	Withdrawal of the participants' right of access for the purpose of harvesting on lands other than Sahtu lands	44
Project 13 - 3	Consultation prior to legislating humane harvesting of wildlife	46
Project 13 - 4	Management of Wildlife Studies Fund	47
Project 13 - 5	Limitation of the harvest	48
Project 13 - 6	Settlement Area Harvest Study	49
Project 13 - 7	Establishment of total allowable harvest for migratory game birds in the settlement area	50
Project 13-8	Establish Sahtu minimum needs level for migratory birds	51
Project 13 - 9	Management of migratory wildlife species	52
Project 13 - 10	Establishment of an agreement for the management of the Bluenose Caribou Herd	53
Project 13 - 11	Management of migratory species which cross international boundaries	54
Project 13 - 12	Representation in any Canadian management regime established pursuant to an international agreement	55
Project 13 - 13	Development of Canadian positions for international consultations and negotiations relevant to migratory bird management	56
Project 13 - 14	Issuance of new licenses for commercial harvesting of wildlife	57
Project 13 - 15	Existing commercial harvesting rights in waters overlying Sahtu lands	59
Project 13 - 16	Issuance of commercial licenses for fishing in waters outside Sahtu lands	60
Project 13 - 17	Issuance of new licenses for guiding and outfitting for barren ground caribou	62
Project 13 - 18	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	64
Project 13 - 19	Commercial propagation, cultivation and husbandry activities	65
Project 13 - 20	Renewable Resource Board Appointments	67
Project 13 - 21	Renewable Resource Board Operations	68
Project 13 - 22	Conduct of wildlife research or harvesting studies in the settlement area	72
Project 13 — 23	Roles and Responsibilities of Renewable Resources Councils (RRCs)	73
Project 13 - 24	Formulation of government positions in relation to international agreements respecting wildlife or wildlife habitat	77

Project 13- 25	Activities of the Department of Environment and Natural Resources (ENR)	78
Project 14 - 1	Licences for the commercial harvesting of trees	80
Project 14 - 2	Establish policies and propose regulations in respect to harvesting of trees	81
Project 14 - 3	Approval of forest conservation and forest management plans and policies	82
Project 14 - 4	Consultation with the Renewable Resource Board regarding forestry	83
Project 15 - 1	Legislation to regulate or prohibit gathering of plants	85
Project 16 - 1	Establishment and operation of National Parks	86
Project 16 - 2	Changing boundaries of a National Park, once established	88
Project 16 - 3	Proposed Bluenose National Park	89
Project 17 - 1	Establishment and operation of protected areas	91
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	92
Project 17 - 3	Park management plans	93
Project 17 - 4	Employment and training opportunities associated with protected areas	94
Project 17 - 5	Proposed Canol Trail and Dodo Canyon Park (or Parks)	95
Project 17 - 6	Kelly Lake Protected Area	97
Project 18 - 1	Resolution of claims for compensation for harvesting losses as a result of development activity	98
Project 19 - 1	Conveyance of settlement lands	100
Project 19 - 2	Management and control of Sahtu lands	101
Project 19 - 3	Provision of sand and gravel by participants	102
Project 19 - 4	Data and information relating to Sahtu lands	104
Project 19 - 5	Remediation of contaminated sites	105
Project 19 - 6	Registration of title to Sahtu lands	106
Project 19 - 7	Boundary survey of Sahtu lands	107

Project 19 — 8	Royalties or non-refunded rents on Sahtu lands between signing of the agreement and settlement legislation	109
Project 19 — 9	Government administration of existing mineral interest on Sahtu lands	110
Project 20 - 1	Shared drainage basin agreements	111
Project 20 - 2	Agreements to compensate for loss of damage which may be caused by developments within the settlement area	112
Project 20 - 3	Agreements to compensate for loss or damage which may be caused by developments outside the settlement area	114
Project 21 - 1	Legislation providing for fees or charges attached to the exercise of access	116
Project 21 - 2	Terms and conditions attached to certain types of access to Sahtu lands	117
Project 21 - 3	Designation of routes for public access across Sahtu lands	118
Project 21 - 4	Government access to Sahtu lands	119
Project 21 - 5	Government access to Sahtu lands for more than two years	120
Project 21 - 6	Access to Sahtu lands for military manoeuvres	121
Project 21 - 7	Advance notice of military exercises or operations in the settlement area	122
Project 21 - 8	Establishment of navigational aids and safety devices along navigable waters	123
Project 21 - 9	Access to Sahtu land by public utilities	124
Project 21 - 10	Amendment to an existing right of access to Sahtu lands	125
Project 21 - 11	Access to Sahtu lands in the course of conducting a commercial activity	126
Project 21 - 12	Access across Sahtu lands to reach adjacent lands or waters for commercial purposes	127
Project 21 - 13	Reasonably required access across Sahtu lands to reach adjacent lands for a commercial purpose	128
Project 21 - 14	Access to Sahtu lands to explore, develop, produce or transport minerals	129
Project 21 - 15	Access to Sahtu lands where the Crown retains the mineral interest for the purpose of prospecting	130
Project 21 - 16	Information Publication	131
Project 22 - 1	Consultation prior to opening any lands for oil and gas exploration	132
Project 22 - 2	Consultation prior to oil and gas exploration, and prior to oil and gas development or production	133
Project 22 - 3	Consultation prior to mineral exploration, and prior to mineral development or production	134
Project 22 - 4	Sahtu Tribal Council involvement in a Northern Accord on oil and gas development	135

Project 22 - 5	Consultation in relation to any proposed subsurface resources which only affects the North	136
Project 22 - 6	Interim measures to the development and implementation of a Northern Accord on oil and gas development	137
Project 22 - 7	Consultation in the preparation of any policies or legislation in relation to interim measures related to subsurface resources	138
Project 23 - 1	Acquisition of Sahtu municipal lands public purposes	139
Project 23 - 2	Payment of real property taxes on Sahtu municipal lands	140
Project 23 - 3	Payment of <u>Home Owners Property Tax Rebate Act</u>	141
Project 23 - 4	Changing of municipal boundaries	142
Project 23 - 5	Establishment of a new local government	144
Project 24 - 1	Expropriation of settlement lands	145
Project 25 - 1	Coordination of the activities of Boards	147
Project 25 - 2	Monitoring of cumulative impacts of land and water uses on the environment, and periodic environmental audits	148
Project 25 - 3	Land Use Planning Board appointments	149
Project 25 - 4	Land Use Planning Board operations	150
Project 25 - 5	Land use planning within local government boundaries	155
Project 25 - 6	Environmental Impact Review Board appointments	156
Project 25 - 7	Environmental Impact Review Board operations	157
Project 25 - 8	Land and Water Board appointments	160
Project 25 - 9	Land and Water Board operations	161
Project 25 - 10	Interim measure related to land and water use authorization in the settlement area prior to the establishment of the Land and Water Board	165
Project 25 - 11	Interim measures related to land use permits with respect to Sahtu lands prior to the establishment of the Land and Water Board	166
Project 25 - 12	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	168
Project 26 - 1	Formulation of government policy and legislation with respect to Sahtu heritage resources in the Mackenzie Valley	169
Project 26 - 2	Disturbance of Sahtu burial sites	170
Project 26 - 3	Involvement in the conservation and management of Sahtu heritage resources	171
Project 26 - 4	Representation on any boards, agencies or committees established in the Mackenzie Valley by government to administer or protect Sahtu heritage resources	172

Project 26 - 5	Review of land use permit applications	173
Project 26 - 6	Issuance of archaeologists permits	174
Project 26 - 7	Repatriation of Sahtu artifacts and records	176
Project 26 - 8	Preferential hiring of Sahtu Dene Metis	177
Project 26 - 9	Public information material with respect to protected areas and heritage resources facilities and projects	178
Project 26 - 10	Recognition of traditional Sahtu Dene and Metis names for geographic features	179
Project 26: 11	Proposing or changing place names within the settlement area	180
Project 26 - 12	Joint working group reviewing Sahtu heritage places and sites	181
Project 26 - 13	Activities of the Department of Education, Culture and Employment	183
Project 27 - 1	Surface Rights Board (the Board)	184
Project 27 - 2	Interim Measures until establishment of Surface Rights Board	186
Project 29 - 1	Legal services of the Government of the Northwest Territories	187
Project 29 - 2	Implementation Secretariat of the Northwest Territories	188
Project 29 - 3	Training for Sahtu Dene and Metis	189
Project	Activities of the Department of Indian Affairs and Northern Development (DIAND)	190
Project	Activities of the Department of Fisheries and Oceans (DFO)	191
Project	Activities of the Department of Environment - Canadian Wildlife Services (CWS)	192
Project	Activities of Natural Resources Canada (NRCan)	193
Project	Activities of the Department of Heritage Canada - Parks Canada Agency (PCA)	194
 <b>ANNEX B - FINANCIAL PAYMENTS</b>		 195
 <b>ANNEX C - COMMUNICATION AND INFORMATION STRATEGY</b>		 200
 <b>ANNEX D - IMPLEMENTATION COMMITTEE</b>		 204



**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 of Aboriginal Affairs, hereinafter referred to as "the Government of the Northwest Territories", and

The Sahtu Secretariat Incorporated, 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, hereinafter referred to as the "Plan", which is to guide the implementation of the Sahtu Dene and Metis agreement;

**AND WHEREAS** representatives of the parties have updated this 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 next planning period, June 23<sup>rd</sup> 2004 to March 31<sup>st</sup> 2014.

**AND WHEREAS** the parties wish to continue 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 next planning period.

## 4. Financial Payments

4.1 Annex B describes the funding for:

1. Boards and Committees
2. Mackenzie Valley Environmental Impact Review Board
3. Sahtu Secretariat Incorporated and Renewable Resources Councils
4. Government of the Northwest Territories
5. Annual Adjustments

4.2 Financial payments shall be made on a timely basis.

4.3 The amounts described in Annex B will be subject to annual adjustments in the manner described in part 5 of Annex B.

4.4 Subject to section 4.5, Canada also agrees to provide funding for the approved costs of the hearings that the Sahtu Land and Water Board and the Surface Rights Board are authorized by legislation to hold and environmental reviews that the Mackenzie Valley Environmental Impact Review Board is authorized by legislation to hold.

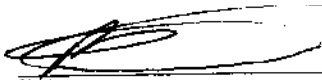
4.5 For the purpose of obtaining funding under section 4.4, the Mackenzie Valley Environmental Impact Review Board, the Sahtu Land and Water Board and the Surface Rights Board shall be required to submit budgets for reviews and hearings to the appropriate Minister or Minister's delegate and are subject 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 SECRETARIAT INCORPORATED**

  
\_\_\_\_\_  
Chair  
THE SAHTU SECRETARIAT INCORPORATED

  
\_\_\_\_\_  
Witness  
THE SAHTU SECRETARIAT INCORPORATED

  
\_\_\_\_\_  
The Minister of Indian Affairs and Northern  
Development GOVERNMENT OF CANADA

  
\_\_\_\_\_  
Witness  
GOVERNMENT OF CANADA

**FOR HER MAJESTY THE ~~QUEEN IN RIGHT OF~~**

**CANADA** \_\_\_\_\_

**FOR THE GOVERNMENT OF THE NORTHWEST TERRITORIES**

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NORTHWEST TERRITORIES

  
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**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 (IIA)

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

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**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) Sahtu Secretariat Incorporated (SSI), Government of the Northwest Territories (GNWT)

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 (DIAND, SSI, or GNWT)	at discretion, or in response to a court decision
2. Agree on need to amend and agree on the parties that need to be involved	the parties	within three months of tabling of proposal
3. Enter into negotiations to reach agreement to amend any provisions of the agreement	the parties	as soon as practicable
4. Amend the agreement, in English and French, including undertaking appropriate steps to provide consent, as outlined in 3.1.26	the parties	after agreement is reached
5. Review the Implementation Plan and, where required, amend the Plan in accordance with the changes to the Agreement	the parties	after agreement is reached
6. Each party to retain an original copy of the amendment to the Agreement for their records	DIAND/GNWT/SSI	following the amendment of the Agreement
7. Have the 3 originals of the amendments to the Agreement deposited in the implementation offices of the GNWT, SSI and DIAND	DIAND	as soon as possible
8. Certify copies of the amendment	DIAND	as soon as possible
9. Have a copy of the amendments to the Agreement deposited in the Library of Parliament, the legislative library of the GNWT, the office of the Registrar of Land Titles of the NWT, the library of DIAND at headquarters and the NWT regional	DIAND	as soon as possible

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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.

In order to comply with the Official Languages Act the amendment must be made in both official languages (English and French) at the same time. A translation of the negotiated English text is acceptable but when each party is approving the amendment, each party must approve the amendment in both official languages at the same time.

To certify a copy of the amendment, an appropriate official initials each page and prepares a certification document like the one shown below.

I, (name) \_\_\_\_\_, (title) \_\_\_\_\_, an employee of (name of organization) \_\_\_\_\_, Government of \_\_\_\_\_ at (city) \_\_\_\_\_ (province/territory) \_\_\_\_\_, CERTIFY that the English and French version of the Amending Agreement among the Sahtu, Government of the Northwest Territories and the Government of Canada annexed hereto and identified by my initials are true copies of the said versions of the Amending Agreement.

In testimony of which I have subscribed my name in the City of \_\_\_\_\_, in (province/territory) \_\_\_\_\_, this (dd) day of (month) \_\_\_\_\_, (year).

(Name) \_\_\_\_\_

(Signature) \_\_\_\_\_

- 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) — Department of Aboriginal Affairs and Intergovernmental Relations (DAAIR) [to the extent of the jurisdiction of the GNWT]
- Participant/Liaison:** Sahtu Secretariat Incorporated (SSI), affected government departments

**Obligations Addressed:**

- 3.1.27 Government shall consult with the Sahtu 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 SSI 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 SSI with a reasonable period of time to prepare its views on the proposal; and provide the SSI with an opportunity to present its views	responsible government (NAP or DAAIR)	as required
2. Review the proposal and present views to the responsible government	SSI	within period provided
3. Give full and fair consideration to the views presented	responsible government (NAP or DAAIR)	as required

---

**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.

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

Consultation with the SSI 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) — Department of Aboriginal Affairs and Intergovernmental Relations (DAAIR)

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI), 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.

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
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	DIAND, DAAIR	on-going

---

**Planning Assumptions:**

- The discretion to disclose information is subject to the federal and territorial *Access to Information and Protection of Privacy Act*, or any successor legislation.

**Project 4 –1:** Enrolment Board

**Project Manager:** Department of Indian Affairs and Northern Development (DIAND) — DIAND June 23, 1994 to June 22, 1999, Sahtu Secretariat Incorporated (SSI) June 23, 1999 ongoing

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**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 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 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: – 7 members, one from each of the aboriginal communities – 2 members	- SSI - DIAND	complete
2. Appoint members to Enrolment Board: – 7 members, one from each of the aboriginal communities – 2 members	- SSI - DIAND	complete

3. Incorporate the Enrolment Board under the Societies Act, NWT	Enrolment Board	complete
4. Prepare the annual budget	Enrolment Board	complete
5. Review and approve the budget	DIAND	
6. Hire support staff and establish the Enrolment Board and establish office operating procedures and policies	complete	
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	complete
8. Publish the Enrolment Register	Enrolment Board	complete
9. Term of Canada's appointees to the Enrolment Board expires		complete

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**Training/Economic Opportunities:**

- Training as required for the staff of the Enrolment Board

**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.

**Project 4 - 2** Enrolment Board (June 23, 1999-onward)

**Project Manager:** Sahtu Secretariat Incorporated (SSI)

**Participant /Liaison:**

**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 either of the Official Voters Lists 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 person 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 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 the 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 aboriginal community with which the applicant wishes to be enrolled, 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) prior to enrolling a person who applies to be enrolled pursuant to 4.2.2, obtain the written consent of such a person that he or she shall be deemed to be Sahtu Dene or Metis upon enrolment as provided in 4.2.3(b).

**Referenced Clauses:** 4.3, 4.5

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING</b> (start/finish)
1. The Board shall review and approve an annual budget and work plan; hire and oversee support staff; enrol participants; maintain the enrolment list; and maintain a database of information on participants	SSI	on-going

**Project 5 - 1:** Negotiation of self-government agreements

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

**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

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
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	DIAND, GNWT, DSO	on-going
3. Negotiate self-government agreements on the basis of the negotiated framework agreement	DIAND, GNWT, DSO	on-going

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**Planning Assumptions:**



**Project: 5 - 2** Amend Final Agreement and Self-Government Agreement

**Project Manager:** Department of Indian Affairs and Northern Development (DIAND), Sahtu Secretariat Incorporated (SSI), Government of the Northwest Territories (GNWT)

**Participant/Liaison:**

**Obligation Addressed:**

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

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING</b> (start/finish)
1. Initiating party tables proposed amendment	Initiating Party	as needed
2. Party receiving proposal reviews it and responds to the proponent	DIAND/GNWT/SSI	
3. Agreement is reached on an amendment	DIAND/GNWT/SSI	
4. Amendment is given effect by Governor in Council	DIAND	
5. If necessary the Implementation Plan is amended	Implementation Committee	

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Project 5 -3: Constitutional reform in the Northwest Territories

Project Manager: Government of the Northwest Territories (GNWT) , Canada

Participant/Liaison: Sahtu Secretariat Incorporated (SSI)

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.

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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 SSI of their opportunity to participate in the process for reform of the constitution of the Northwest Territories	GNWT or Canada	reasonable time prior to expected participation
3. The SSI may choose to participate in the process for reform of the constitution of the Northwest Territories	SSI	as required

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Planning Assumptions:

- Funding to the SSI 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) , Government of the Northwest Territories (GNWT) , Sahtu Secretariat Incorporated (SSI)

**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
1. Select Panel members by consensus; list of candidates approach candidates (8), including Chairperson and Vice-Chairperson agree on nominees establish process for replacement of members appoint candidates	DIAND, GNWT, SSI	complete
2. Establish the Panel when; Canada, GNWT and the SSI agree in writing that it is established and jointly appoint members <b>OR</b> Canada and the GNWT each appoint at least one member and the SSI appoint two members	DIAND, GNWT, SSI	complete
3. If consensus is not reached on Panel members, parties appoint members: DIAND - 2 members GNWT - 2 members Sahtu- - 4 members	- Minister, DIAND - GNWT — Justice - SSI	on-going
4. Replace departing members	DIAND, GNWT, SSI	as required
5. Prepare the annual budget	Panel	annually
6. Provide staff support and administrative support	DIAND	as required
7. Review and approve the budget	DIAND	as soon as possible after submission
8. Amend operating procedures and guidelines	Panel	as required
9. Maintain a public file of all arbitration decisions, except for those whose proceedings remain confidential as agreed by the parties to the arbitration	Panel	

## Funding:

## Identified funding:

## 2004 Constant Dollars

2004-05*	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
24,615	29,715	29,715	29,715	29,715	29,715	29,715	29,715	29,715	29,715

\*The year 2004/2005 consists of funding from June 23, 2004 to March 31, 2005

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.

## 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.

- 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).



## COST WORKSHEET NOTES

Arbitration Panel

In order for the Arbitration Panel to carry out its mandate, the following assumptions were used:

- Panel shall consist of 8 Members including a chairperson and vice-chair
- Honoraria rates for Chairperson: \$550 per day
- Honoraria rates for Members: \$400 per day
- Biannual conference call on basis of 1 day honoraria
- Biannual face-to-face Panel meeting on the basis of: 3 day meeting in the settlement area, plus 2 days of preparation/travel
- Travel cost on basis of 8 persons travelling
- Travel costs based on an average of \$2000 per trip per person
- Meal allowance for persons on travel status at federal northern rate of \$65.45 per day
- Incidental allowance for persons on travel status at federal rate of \$17.30 per day
- Accommodations for persons on travel status averaged at \$160 per night
- Meeting room costs based on \$300 per day
- Audits based on \$2000 per year

Panel costs have been averaged out between the costs of a conference call in one year and a face-to-face meeting the following year.

Hearing costs of panel will be accounted for as determined.

Administrative support required to schedule meetings will be provided by the Department of Indian and Northern Affairs. 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 Secretariat Incorporated (SSI)

**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.

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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	SSI	complete
2. Establish the public register of designated Sahtu organizations identifying all rights and obligations assigned to those organizations	SSI	complete
3. Maintain the public register	SSI	on-going
4. Reassigning of rights and obligations by the SSI from time to time	SSI	as required

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**Planning Assumptions:**

- The SSI will maintain the register and make the register available to the public.





Project 8 - 1: Capital transfer payments

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

Participant/Liaison: Sahtu Secretariat Incorporated (SSI)

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.

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Determine the schedule of payments for the capital transfer	DIAND, SSI	complete
2. Make payments in accordance with schedule I to chapter 8	DIAND	complete

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**Project 8 - 2:** Repayment of negotiating loans

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

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**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 II 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.

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Determine the schedule of loan repayments	DIAND, SSI	complete
2. Repay negotiation loans in accordance with schedule II to chapter 8	SSI	complete
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	complete

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**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 Secretariat Incorporated (SSI)

**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.

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Loan may be requested from Canada against the unpaid balance of the capital transfer	SSI	as per schedule I of chapter 8
2. Canada decides whether to grant the request for a loan and informs the SSI	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, SSI	as required
4. If agreement is reached on the terms and conditions, a loan is made to the SSI	Canada	as agreed to

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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.

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the SSI 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 SSI with a reasonable period of time to prepare its views on the matter; and provide the SSI with an opportunity to present its views	NAP	on-going
2. Review the proposal and present views to NAP	SSI	within period provided
3. Give full and fair consideration to the views presented	NAP	
4. Fully inform the SSI of the progress of any such NAP negotiations with Esso or other parties		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 SSI regarding any such negotiations with Esso or other parties will be treated as confidential	SSI	as required

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- 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 Secretariat Incorporated (SSI), 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 SSI - 2 members representing government	-SSI -NAP	complete
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 SSI 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 Secretariat Incorporated (SSI), 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 instalments.
- (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 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 described in Chapter 9, paid or payable to government because the Crown is the owner of the resource prior to the production of the resource, including without limiting the generality of the foregoing, the payment to government under the Frontier Lands Petroleum Royalty Regulations passed pursuant to the Canada Petroleum Resources Act, R.S.O 1985, c.36, or any successor legislation. For greater certainty, "royalty" does not include any payment:

- (a) whether in money or in kind, to government as owner or part owner of the produced resource, including without limiting the generality of the foregoing, the payment to government pursuant to clause 18 of the Proven Area Agreement;
- (b) whether in money or kind, by way of transfer between governments;
- (c) for a service;
- (d) for the issuance of a right or interest; or
- (e) 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 SSI	DIAND, GNWT - MACA	quarterly
2. Provide an annual statement to the SSI	DIAND, GNWT - MACA	annually
3. Verification of the accuracy of the information in the annual statements may be requested	SSI	at discretion

4. Verify accuracy of information in annual statements	Auditor-General, GNWT — Audit Bureau	as requested
5. Provide the report of Auditor-General to the SSI	DIAND, GNWT — MACA	when available

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#### 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 mines 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 SSI will be made during the quarterly payment which follows the receipt of the payment.

If, after an audit conducted by DIAND/GNWT - MACA, government receives additional royalties the payment to the SSI will be calculated and paid on the basis of the year for which those royalties were due (i.e. if an audit in 1995 finds an amount due to government for 1993 the payment to the SSI 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 SSI. 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 SSI will receive the appropriate amounts. Nothing in this paragraph is intended to prevent any proper claims for interest by the SSI in other cases.

If, after an audit, DIAND/GNWT - MACA owes a refund to a company, the appropriate percentage will be deducted from the next quarterly payment to the SSI 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/Audit Bureau will verify whether the figures used (i.e. amounts of royalty received by the Crown, calculation of the SSI share) are correct.

In the case of royalties being received for a period which straddles the year for which the SSI share is paid, or in the case of a partial year after settlement legislation, the royalties will be apportioned on a pro-rated basis (i.e. 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:** DIAND

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**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;

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

"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 SSI of any proposal specifically to alter by legislation the resource royalty payable to government; provide the SSI with a reasonable period of time to prepare its views on the matter; and provide the SSI with an opportunity to present its views <b>OR</b> Notify the SSI that government is consulting outside government on proposed changes to the fiscal regime which will affect the resource royalty payable to government; provide the SSI with a reasonable period of time to prepare its views on the matter; and provide the SSI with an opportunity to present its views	DIAND	as required
2. Review the proposal and present views to Canada	SSI	within period provided
3. Give full and fair consideration to the views presented	DIAND	

**Planning Assumptions:**

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



<b>Project 11 - 1:</b>	Taxation information
<b>Project Manager:</b>	Canada Customs and Revenue Agency (CCRA)
<b>Participant/Liaison:</b>	Department of Finance, Sahtu Secretariat Incorporated (SSI)
<b>Referenced Clauses:</b>	11.6.1

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Provide the SSI with the name of a contact person in the District Taxation Office, Edmonton, who will: answer questions set up information sessions provide general information on the taxation implication for Settlement Corporations and the participants	CCRA	complete, update as required
2. If required, prepare an information document outlining: 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-à-vis Settlement Corporations	CCRA	complete, update as required
3. Distribute information document	CCRA	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 Canada Customs and Revenue Agency, will review and discuss with the SSI the need for an information document different from that produced pursuant to the Gwich'in Implementation Plan.

**Project 11 – 2:** Settlement corporation annual report

**Project Manager:** Settlement Corporation

**Participant /Liaison:** Department of Indian Affairs and Northern Development (DIAND)

**Obligation Addressed:**

**11.6.2** Every settlement corporation shall produce every year a report in a form acceptable to the Minister from a public accountant who has audited the settlement corporation providing the Minister with the information required to administer the provisions of this chapter.

**Referenced Clauses:** 11.6.1

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b> (start/finish)
1. Produce report and send it to Minister	Settlement Corporation	annually

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

**Project Manager:** Government of the Northwest Territories (GNWT), Department of Indian Affairs (DIAND)

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**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

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
I. 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 economic training and educational assistance to the participants so that they may be able to participate more effectively in the northern economy	DIAND, GNWT	on-going
2. Advise federal and territorial departments of commitments in 12.1.2(d), in light of fiscal	DIAND, GNWT	on-going

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

- |  |             |             |
|--|-------------|-------------|
| 3. Provide interpretation and advice to federal and territorial departments upon request | DIAND, GNWT | as required |
|--|-------------|-------------|
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#### Training/Economic Opportunities:

- As identified in the plans developed by government departments.

#### Planning Assumptions:

Government departments will communicate to the SSI the measures they consider to be reasonable to achieve the objectives in 12.1.1. They may propose meeting with the SSI 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 Secretariat Incorporated (SSI)

**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

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Notify the SSI 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 SSI with a reasonable period of time to prepare its views on the matter; and provide the SSI with an opportunity to present its views	Government	as required
2. Review the proposal and present the views to government	SSI	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 SSI not less than once every three years	Government, SSI	not less than once every three years

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**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 - 3:** Federal contracting in the settlement area

**Project Manager:** Canada

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**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

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
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	Public Works and Government Services Canada (PWGSC)	as required
2. Make available bid opportunities under the Open Bidding System	PWGSC	as required
3. Advertise contracts in local media	Contracting departments and agencies (other than PWGSC)	as required
4. Participants may bid on contracts	Participants	
5. Evaluate contract bids on the basis of the contract criteria and award contracts	Contracting departments and agencies	

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**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 businesses of such bids and provide them with a fair and reasonable opportunity to submit bids. "Invite" means to call publicly for bids. SSI to provide a list of qualified Sahtu Dene and Metis businesses.

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 Sahtu lands 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 fulfilment 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 SSI 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	on-going
2. Publish tendering advertisements in northern media or post in public places	GNWT	as required
3. Evaluate bids and award contract (with required incentive adjustments for northern contractors)	GNWT	as
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.

- The preferential contracting provision currently does not apply to the NWT Housing Corporation in program areas receiving funding from the Canadian Mortgage and Housing Corporation.



**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 Secretariat Incorporated (SSI)

**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

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. When the GNWT considers it appropriate, a determined decision will be made to modify the preferential contracting policy	GNWT	as
2. Notify the SSI and request comments	GNWT	as required
3. If significant changes are proposed, the parties may agree to meet	GNWT, SSI	
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 SSI for further comment	GNWT	
7. Consider comments of the SSI	GNWT	
8. Present final draft policy to Executive Council for approval, rejection or amendment	GNWT	
9. Adopt policy	GNWT	

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**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 - 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

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Declare intention to contract out an activity on settlement lands without public tender	GNWT	as determined
2. Offer to negotiate contract with participants	GNWT	as required
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	

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**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:** Granting permission to harvest on Sahtu land

**Project Manager:** Renewable Resources Council (RRC)

**Participant/Liaison:** Renewable Resources Board (RRB), Applicant

**Obligation Addressed:**

13.4.6 A Renewable Resources Council may permit any person, within the limits prescribed by laws affecting wildlife harvesting and management and by this agreement, to harvest wildlife from the lands referred to in 13.4.3, to harvest wildlife to which participants have been granted special harvesting rights in 13.4.4, and to harvest fur bearers to which participants have the exclusive right, upon terms and conditions respecting species, location, methods, quantities, seasons and duration of harvest as may be set by the Renewable Resources Council. In the case of 13.4.4, such permission may only be granted for the period of the participants' exclusive use and in respect of the species for which the special harvesting area was established. Where the Renewable Resources Council has received a request for permission to harvest pursuant to this provision, it shall render a decision within 60 days of the request and duly communicate such decision to the applicant.

**Referenced Clauses:** 13.4.3, 13.4.4, 13.4.7, 13.4.8

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Proposal to harvest on Sahtu lands or in required special harvesting areas submitted to RRC.	applicant	as
2. Proposal reviewed and decision presented to applicant within period provided	RRC	within period provided
3. Upon receipt of a written request the RRB may review and set aside the decision made by the RRC for decisions regarding special harvest areas and respond within period provided	RRB	within period provided

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**Project 13 - 2:** 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 Secretariat Incorporated (SSI), Renewable Resources Council (RRC), Government of the Northwest Territories (GNWT), 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 Secretariat Incorporated 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 required access for the purpose of harvesting on a particular parcel of land	Proponent	as
2. Notify the SSI of the proposal; provide the SSI with a reasonable period of time to prepare its views on the matter; and inform the SSI of the manner in which it may present its views	Proponent	as required
3. Review the proposal and present views to the proponent	SSI	within period provided
4. Give full and fair consideration to the views presented	Proponent	within period provided
5. Give notice to the affected RRC(s), and any other holder 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	as required

6.	Give public notice of the proposed restriction	Proponent	as required
7.	Access restrictions for the purpose of harvesting take effect	GNWT, NAP	on 61 <sup>st</sup> day after notification of RRC(s) and any holder of an interest
OR			
	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	as determined
9.	Ruling of the arbitrator put into effect	GNWT, NAP	as determined

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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 - 3: Consultation prior to legislating humane harvesting of wildlife

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

Participant/Liaison: Sahtu Secretariat Incorporated (SSI)

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 Secretariat Incorporated.

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

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Planning Assumptions:

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

<b>Project 13 - 4:</b>	Management of Wildlife Studies Fund
<b>Project Manager:</b>	Renewable Resources Board (Board)
<b>Participant/Liaison:</b>	Government of the Northwest Territories - Environment and Natural Resources (ENR), Department of Fisheries and Oceans (DFO), Department of Environment (DOE), Renewable Resources Council(s) (RRC(s))
<b>Referenced Clauses:</b>	13.5, 13.7, 13.8.23, 13.8.37, 13.8.38, 13.8.40

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Identify and prioritize areas of wildlife research	Board	periodically
2. Issue call for research proposals	Board	on-going
3. Submit research proposals to the Board	Government departments, others	
4. Evaluate the research proposals submitted	Board	
5. Fund accepted proposals	Board	

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**Funding:**

- See Annex B

**Planning Assumptions:**

The Board will require information about wildlife in order to manage it. Since the current managers of wildlife in the Sahtu settlement area (ITI, 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.

<b>Project 13 - 5:</b>	Limitation of the harvest
<b>Project Manager:</b>	Renewable Resources Board (RRB)
<b>Participant/Liaison:</b>	Renewable Resources Councils (RRC), Sahtu Secretariat Incorporated (SSI)
<b>Referenced Clauses:</b>	13.5.1, 13.5.2, 13.5.3, 13.5.4, 13.5.5, 13.5.6, 13.5.7, 13.5.8, 13.5.9, 13.5.10, 13.5.11, 13.5.12, 13.5.13, 13.5.15

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING</b> (start/finish)
1. The RRB may limit the quantity of the harvest by the Sahtu in accordance with the procedure set out in 13.5.	RRB	as required
2. Where a total allowable harvest has been established, the RRB shall allocate for the Sahtu a portion or all of the total allowable harvest	RRB	as required
3. When establishing and adjusting a Sahtu Needs Level, the RRB shall consult with RRC and shall consider all factors identified in 13.5.5	RRB, RRC	as required
4. If the SSI or the appropriate RRC advises the RRB that the Sahtu Needs Level for a particular species, population, area or community will not be required in a particular harvesting period, the RRB may allocate such unrequired portion, or part thereof, pursuant to 13.5.15	RRB, RRC, SSI	as required
5. In the case of Muskox, Moose and Barren land RRB Caribou the RRB shall allocate a portion of any total allowable harvest in excess of the Sahtu Needs Level to persons who are not participants. Allocation requirements are pursuant to 13.5.15	RRB	as required
6. In the case of sheep in the Mackenzie Mountains (Unit E) the RRB shall allocate a portion of any total allowable harvest in excess of the Sahtu Minimum Needs Level to persons who are not participants. Allocation requirements are pursuant to 13.5.15	RRB	as required

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**Project 13 - 6:** Settlement Area Harvest Study

**Project Manager:** Renewable Resources Board (Board)

**Participant/Liaison:** Government of the Northwest Territories (GNWT) , Department of Fisheries and Oceans (DFO), Department of Environment (DOE) - Canadian Wildlife Service (CWS), Sahtu Secretariat Incorporated (SSI), 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	complete
2. Develop the methodology and design of the harvest study in accordance with the terms of reference in schedule I	Working Group, Board complete	
3. Approve the methodology and design of the harvest study	Board	complete
4. Prepare for the harvest study	Board	complete
5. Initiate the harvest study	Board	complete
6. Conclude the harvest study	Board	
7. Compile final harvest data	Study Co-ordinator	

**Training/Economic Opportunities:**

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

**Planning Assumptions:**

Data, as compiled by the study staff, will be provided to the Renewable Resources Board, the SSI and the participating agencies of government on an annual basis. The study was extended three more years

**Project 13 - 7:** 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)(1)

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
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	as required
2. Advise the Board of the date for receipt of required the information on the establishment of the total allowable harvest for the settlement area	Minister, DOE	as
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 13-8:** Establish Sahtu minimum needs level for migratory birds

**Project Manager:** Sahtu Renewable Resources Board

**Participation/Liaison:** Department of the Environment (DOE) — Canadian Wildlife Service (CWS)

**Obligation Addressed:**

- 13.5.14 (b) The Board shall establish the Sahtu Minimum Needs Level for migratory game birds in the following manner:
- (i) the total annual harvest for a migratory game bird species or population in the settlement area and the harvest by participants and by persons who are not participants shall be determined for five consecutive years and the average annual harvest by participants and by persons who are not participants will be calculated;
  - (ii) the percentage of the participants average annual harvest of the total average annual harvest for migratory game bird species or populations in the settlement area shall be determined for such migratory game bird species or populations; and
  - (iii) the total allowable harvest in any one year for such species or population, multiplied by the percentage determined in (b)(ii), shall constitute the Sahtu Minimum Needs Level for that year.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. The Renewable Resources Board determines for five consecutive years the total annual harvest of a migratory game bird species or population in the settlement area and the harvest by the Sahtu and by persons who are not participants.	SRRB	as required
2. The Renewable Resources Board calculates the percentage of the total annual average annual harvest for migratory game bird species or populations in the settlement area that is harvested by the Sahtu.	SRRB	as required
3. The total allowable harvest in the settlement area required in any one year for such species or populations, multiplied by the Sahtu percentage determined in (b)(ii), shall constitute the Sahtu Minimum Needs Level for that year.	SRRB	as

Project 13-9 Management of migratory wildlife species

Project Manager: Government of the Northwest Territories (GNWT) Environment & Natural Resources (ENR), 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.

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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	on-going

Project 13-10: Establishment of an agreement for the management of the Bluenose Caribou Herd

Project Manager: Government of the Northwest Territories (GNWT) - Environment and Natural Resources (ENR)

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.

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Government shall work with the users of the going Bluenose Caribou Herd for the purpose of an agreement for the management of the herd	ENR	on-
2. Bluenose Caribou Herd Management Agreement established	ENR, users	complete

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Planning Assumptions:

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

Four years of satellite tracking information and genetic studies have shown that the original Blue nose Caribou herd is in fact three distinct herds; Blue nose-West; Cape Bathurst; and, Blue nose - East.

- Project 13-11:** Management of migratory species which cross international boundaries
- Project Manager:** Department of Environment (DOE) - Canadian Wildlife Service (CWS) - Department of Foreign Affairs and International Trade (DFAIT)
- Participant/Liaison:** Sahtu Secretariat Incorporated (SSI), Government of the Northwest Territories (GNWT) - Industry, Tourism and Investment (ITI)

**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.

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.

**Referenced Clauses:** 13.8.23, 13.8.32, 13.10.1

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Decide to approach another country to seek a cooperative management agreement or arrangement respecting migratory species	CWS	on-going
2. Notify the other country of a desire to enter into a cooperative conservation and management agreement or arrangement in respect of migratory species	DFAIT	
3. Enter into discussions	DFAIT	
4. Enter into an agreement or arrangement	DFAIT	

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**Project 13-12:** 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 Secretariat Incorporated (SSI), Government of the Northwest Territories (GNWT) -

**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.

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Provide the SSI 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	as required

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**Planning Assumptions:**

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

Project 13-13: 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

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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	as required
2. Review the proposal and present views to CWS	Board	within period provided
3. Give full and fair consideration to the views presented	CWS	

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<b>Project 13 - 14:</b>	Issuance of new licenses for the commercial harvesting of wildlife	
<b>Project Manager:</b>	Renewable Resources Board	
<b>Participant/Liaison:</b>	Sahtu Secretariat Incorporated (SSI), Renewable Resources Council(s), Authority	Licensing

**Obligations Addressed:**

- 13.7.1 (a) The Board shall determine whether commercial harvesting is to be permitted in a particular area for a particular species or population and may prescribe terms and conditions for such harvesting. The terms and conditions may include general license terms in respect of employment, training and business opportunities for participants, non-interference with harvesting by the participants, and like matters.
- (b) Where there has not been commercial harvesting described in (a) at any time during the previous three years, the Board shall require the consent of the affected Renewable Resources Council before permitting such commercial harvesting. A Renewable Resources Council shall render a decision within such reasonable time as is specified by the Board.
- (c) On application by an interested party, or on its own motion, the Board may review the decision of a Renewable Resources Council under (b) not to consent to such commercial harvesting and may permit such harvesting if the Board determines that it is reasonable, in all the circumstances, to do so.
- 13.7.2 The Sahtu Tribal Council shall have the right of first refusal, in accordance with the provisions of 13.7.5, to any new licence for the commercial harvesting of wildlife. The provisions of 13.7.2 do not apply to commercial fishing licenses.
- 13.7.4 The provision of 13.7.1 apply, with such modifications as the circumstances require, to commercial naturalist activities and to commercial guiding and outfitting activities in respect of hunting and sport fishing.

**Referenced Clauses:** 13.7.5

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b> (start/finish)
1. Application to appropriate government agency for a new commercial harvesting licence or a Licence related to naturalist, guiding or outfitting activities in the settlement area.	Applicant	as required
2. Determination if the application adheres to the form or manner of the application required, and if a license is available for issue.	Licensing authority	as required
3. If the application is proper and if a license is available, application forwarded to the Renewable Resources Board for determination of whether the proposed activity is to be permitted.	Licensing authority	
4. Application reviewed and preliminary determination made if activity should be permitted	Renewable Resources Board	
5. If a preliminary decision is made that a new licence could be permitted, it is determined if such commercial harvest or activity has been conducted within the past three years.	Renewable Resources Board	
6. If such an activity has been conducted	Renewable Resources Board	

<p>within the past three years, the preliminary decision to permit activity is confirmed (GO TO STEP 12)</p>		
<p>7. If such an activity has not been conducted within the past three years, the proposal is sent to the affected Renewable Resource Council(s) for consent within a specified period of time</p>	<p>Renewable Resource Board</p>	
<p>8. Council is granted (GO TO STEP 12) <b>OR</b> Consent is not granted (GO TO STEP 10)</p>	<p>Renewable Resources Council(s)</p>	<p>within specified period</p>
<p>9. If response is not received within specified period of time, the preliminary decision is to permit the activity is confirmed (GO TO STEP 12)</p>	<p>Renewable Resource Board</p>	<p>after specified period</p>
<p>10. If consent is not granted, a review of the decision of the Renewable Resources Council(s) may be requested</p>	<p>Interested party, Renewable Resources Board</p> <p>Renewable Resources Board</p>	
<p>11. Review is conducted and decision of the Renewable Resources Council(s) is upheld or rejected</p>	<p>Renewable Resources</p>	
<p>12. If the preliminary decision to permit the activity is confirmed, the SSI is notified that it has a right of first refusal to the new licence and is advised of the time within which it can exercise that right</p>	<p>Licensing authority</p>	
<p>13. If an application is received from SSI in the specified time and in the form and manner required for such an application, unless it is determined that it would not provide a comparable degree of long term economic benefit to the community compared to the initial application, the licence is granted to the SSI</p>		
<p>14. If the SSI fails to submit an application within the specified time or fails to adhere to the form or manner of application required or it is determined that it would not provide a comparable degree of long term economic benefit to the community compared to the initial application, the license is granted to the initial applicant</p>		

**Planning Assumptions:**

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

**Project 13 - 15:** Existing commercial harvesting rights in waters overlying Sahtu land

**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)

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. 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	on-going
2. Where a licence is not renewed any existing right lapses	DFO	

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**Project 13 - 16:** 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 Sahtu Tribal Council;
- (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	complete
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	on-going
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 such a limit for each fishery in waters other than those overlying Sahtu lands	Minister, DFO	on-going
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	DFO	After establishment of limit on number of licences

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 two seasons immediately preceding the date of settlement legislation

5. First offer the licences described in 4 to participants, as set out in 13.7.3(d)(ii), and second, to the SSI DFO
  6. During any fishing season for any fishery where participants and the SSI together have not been offered or issued at least 50% of the licences, the SSI 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
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#### 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 - 17: Issuance of new licences for guiding and outfitting for barren-ground caribou  
 Project Manager: Government of the Northwest Territories (GNWT)  
 Participant/Liaison: Sahtu Secretariat Incorporated (SSI), Renewable Resources Board, Renewable Resources Councils

Obligations Addressed:

13.7.5(a) The Sahtu Tribal Council shall have the right of first refusal to a new licence for an activity described in 13.7.4 in the settlement area, provided that the Board provides that a portion of such licences for guiding and outfitting for barren-ground caribou be reserved for residents who are not participants.

Referenced Clauses: 13.7.1, 13.7.4

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Determination of which proportion of licences related to guiding and outfitting for barren-ground caribou are to be reserved for residents who are not participants	Renewable Resources Board	as required
2. Application to appropriate government agency for a new commercial harvesting licence or a licence related to naturalist, guiding or outfitting activities in the settlement area	Applicant	as required
3. Determination of the application adheres to the form or manner of the application required, and if a licence is available for issue	Licensing authority	
4. If the application is proper and if a licence is available for issue, application forwarded to the Renewable Resources Board for determination of whether the proposed activity is to be permitted	Licensing authority	
5. Application reviewed and preliminary determination made if activity should be permitted	Renewable Resources Board	
6. If a preliminary decision is made that a new licence could be permitted, it is determined if such commercial harvest or activity has been conducted within the past three years	Renewable Resources Board	
7. If such has been conducted within the past three years, the preliminary decision to permit the activity confirmed (GOTO STEP 14)	Renewable Resources Board	
8. If such activity has not been conducted within the past three years, the proposal is sent to the affected Renewable Resources Council(s) for consent within a specified period of time	Renewable Resources Board	
9. Consent is granted (GO TO STEP 14)	Renewable Resources Council(s)	within specified period

10. Consent is not granted (GO TO STEP 12)	Renewable Resources Council(s)	
11. If response is not received within the specified period of time, the preliminary decision to permit the activity is confirmed (GO TO STEP 14)	Renewable Resources	after specified period
12. If consent is not granted, a review of the decision of the Renewable Resources Council(s) may be requested	Interested party, Renewable Resources Board	
13. Review is conducted and decision of the Renewable Resources Council(s) is upheld or rejected.	Renewable Resources Board	
14. If a licence is to be permitted, it is determined if the Sahtu Secretariat Incorporated has a right of first refusal	Licensing authority	
15. If the SSI has a right of first refusal, it is notified of that right and is advised of the time within which it can exercise its right	Licensing authority	
16. If the SSI does not have a right of first refusal, the licence is issued to the applicant with the appropriate terms and conditions	Licensing authority	
17. If an application is received from the SSI in the specified time and in the form and manner required for such an application , unless it is determined that it would not provide a comparable degree of long term economic benefit to the community compared to the initial application, the licence is granted to the SSI	Licensing authority	
18. If the SSI fails to submit an application within the specified time or fails to adhere to the form or manner of application required or it is determined that it would not provide a comparable degree of long term economic benefit to the community compared to the initial application, the licence is granted to the initial applicant	Licensing authority	

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Planning Assumptions:

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

**Project 13 - 18:** 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 - Licensing Authority

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**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 II to chapter 13

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Give the SSI 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	as required

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**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 SSI 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 SSI was provided the first opportunity to purchase in accordance with the process set out in schedule II to chapter 13.



**Project 13 - 19:** Commercial propagation, cultivation and husbandry activities  
**Project Manager:** Renewable Resources Board  
**Participant/Liaison:** Renewable Resources Council, Land and Water Board, Sahtu Secretariat Incorporated (SSI), interested party

**Obligation Addressed:**

- 13.7.7 (a) Where, in the opinion of the Board, a proposed commercial activity for the propagation, cultivation or husbandry of a species of wildlife indigenous to the settlement area could adversely affect harvesting by the participants by reason of the area in which it is proposed to be carried on, or otherwise, the Board shall require the consent of the Renewable Resources Council for the area.
- (b) Where, in the opinion of the Board, a proposed commercial activity for the propagation, cultivation or husbandry of a species of wildlife which is not indigenous to the settlement area could adversely affect harvesting by the participants by reason of the area in which it is proposed to be carried on, the Board shall require the consent of the Renewable Resources Council for the area.
- (c) On application by an interested party, or on its own motion, the Board may review a decision of a Renewable Resources Council under (a) and (b), and may permit the proposed commercial activity if the Board determines that it is reasonable, in all the circumstances, to do so.
- (d) The Board shall advise the appropriate licensing authority of its decision pursuant to 13.7.7.
- 13.7.8 The Sahtu Secretariat Incorporated shall have a right of first refusal in accordance with the provision set out in 13.7.5 to any new licence in respect of commercial activities described in 13.7.7(a)

**Referenced Clauses:** 13.7.5

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING</b> (start/finish)
1. Where, in the opinion of the RRB, a proposed commercial activity for the propagation, cultivation or husbandry of a species of wildlife indigenous to the settlement area is received by the RRB that could adversely affect harvesting by participants by reason of the area in which it is proposed to be carried on, or otherwise, the RRB shall require the consent of the RRC for the area.	RRB, RRC	as required
2. Where, in the opinion of the RRB, a proposed commercial activity for the propagation, cultivation or husbandry of a species of wildlife which is not indigenous to the settlement area is received by the RRB that could adversely affect harvesting by participants by reason of the area in which it is proposed to be carried on, or otherwise, the RRB shall require the consent of the RRC for the area.	RRB, RRC	
3. On application by an interested party, or on its own motion, the RRB may review the decision of a RRC on a proposed commercial activity and pay permit the proposed commercial activity if the RRB determines that it is reasonable, in all circumstances, to do so.	RRB	
4. The appropriate licensing authority shall be	RRB	

advised of the decision.

5. The Sahtu Secretariat Incorporated shall be provided with the right of first refusal for the activities in respect of commercial activities described in 13.7.7(a) and must follow provisions as set out in 13.7.5
- RRB, SSI
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Project 13 - 20: Renewable Resources Board Appointments  
 Project Manager: Department of Indian Affairs and Northern Development (DIAND)  
 Participant/Liaison: Sahtu Secretariat Incorporated (SSI), Department of Fisheries and Oceans (DFO), Department of Environment (DOE) - Canadian Wildlife Service (CWS), Government of the Northwest Territories (GNWT)

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 III 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  - SSI	as required  as required
OR		
failing nomination of members and alternates by either party the Governor in Council and Executive Council may jointly complete the Board	Canada, GNWT	if required
2. Jointly appoint the six board members and the six alternate board members	Canada, GNWT	as required
3. Appointees take oath	Canada	as required
4. Nominate Chairperson  OR  failing nomination of Chairperson, the Minister of Indian Affairs jointly with the Minister of Renewable Resources after consultation with the Board, recommend a Chairperson	Board  Ministers of DIAND and GNWT	within 90 days of board members appointment  after 90 days of appointment of board member
5. Jointly appoint the Chairperson	Canada, GNWT	after selection
6. Chairperson takes oath	Canada	after selection
7. Should a member leave the Board, the party which nominated that member nominates a replacement within 90 days	Government or SSI	as required

Planning Assumptions:

Canada and the GNWT will hold bi-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 13 - 21:** Renewable Resources Board operations

**Project Manager:** Renewable Resources Board

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI), Department of Fisheries and Oceans (DFO), Department of Environment (DOE) - Canadian Wildlife Service (CWS), Department of Indian and Northern Development (DIAND), GNWT - Department of Environment and Natural Resources (ENR)

**Obligations Addressed:**

13.8.23 In furtherance of its purpose as the main instrument of wildlife management in the settlement area, the Board shall have the power to:

- (a) establish policies and propose regulations in respect of:
  - (i) the harvesting of wildlife by any person, including any class of persons;
  - (ii) the commercial harvesting of wildlife; and
  - (iii) commercial activities relating to wildlife including:
    - (A) commercial establishments and facilities for commercial harvesting; propagation, cultivation and husbandry of fur bearers and other species; and commercial processing, marketing and sale of wildlife and wildlife products, which may include trade with persons not included in 12.4.16;
    - (B) guiding and outfitting services; and
    - (C) hunting, fishing and naturalist camps and lodges;
- (b) exercise the powers and duties given to it elsewhere in the agreement;
- (c) approve plans for the management and protection of particular wildlife populations, including conservation areas, territorial parks and national parks in the settlement area;
- (d) approve the designation of conservation areas and endangered species;
- (e) approve provisions of interim management guidelines, park management plans and policies that impact on wildlife and harvesting by the participants in a national park;
- (f) approve regulations which may be proposed by government pursuant to 13.8.29, except for those in respect of which the Board has already made a final decision under 13.8.27;
- (g) establish rules and procedures for the carrying out of any consultation required by these provisions; and
- (h) review any matter in respect of wildlife management referred to it by government.

**Referenced Clauses:** 13.5, 13.6, 13.7, 13.8, 13.8.38, 13.9.5

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b> (start/finish)
1. Prepare Budget	Renewable Resources Board	annually
2. Review and approve budget	DIAND	annually
3. Carry out duties provided in agreement	Renewable Resources Board	on-going
4. Evaluate Wildlife research	Renewable Resources Board	periodically

## Funding:

## - Identified funding:

2004 Constant Dollars									
2004-05*	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
584,528	791,856	741,856	691,856	691,856	691,856	691,856	691,856	691,856	691,856

\*The year 2004-05 consists of funding from June 23, 2004 to March 31, 2005

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.



## COST WORKSHEET NOTES

Renewable Resources Board

In order for the Renewable Resource Board to carry out its mandate, the following assumptions were used:

**Board**

- Board shall consist of 6 Members and a Chairperson
- Honoraria for Chairperson: \$325 per day
- Honoraria for Members: \$225 per day
- Board meetings based on: 3 meetings, 3 days duration, plus 1 day for preparation/travel, and 3 one day conference calls
- Travel costed on basis of 5 persons travelling
- Travel costs averaged at \$750 (within Sahtu Settlement Area)
- Travel costs averaged at \$1250 (outside Sahtu Settlement Area)
- Meal allowance for persons on travel status at federal northern rate of \$65.45 per day
- Incidental allowance for persons on travel status at federal rate of \$17.30 per day
- Accommodations for persons on travel status averaged at \$160 per night
- Meeting room costs based on \$300 a day

**Staff**

- Board shall have a compliment of 5
- Benefits shall be calculated at 19.5% of staff salaries
- Professional development shall be calculated at 2% of staff salaries

**Office/Supplies/Equipment**

- Rent based on government guidelines
- Office supplies based on \$600 per employee
- Phone/fax/e-mail based on \$1,500 per employee
- Office equipment based on rental cost of \$5000 per year
- Journals/Library based on \$250 per employee
- Miscellaneous (includes up-grading or replacing furniture, equipment, computers, software etc.) \$700 per year per employee
- Audit costs estimated at \$7000 per year
- Insurance for contents estimated at \$2000 per year

**Settlement Area Harvest Study**

- The Settlement Area Harvest Study will continue for three years

**Coordination of Board Activities**

- The Renewable Resource Board shall meet semi-annually with other local boards to coordinate their activities as required
- Meetings will be attended by the Executive Director and Chairperson

**General**

Based on the priorities of the Renewable Resource Board, the following may be required:

- Consultations
- Other expertise
- Research

The Renewable Resources Board will be able to allocate within this budget as required

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

**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 Renewable Resources Board will not enter in the independent conduct of field research, unless so agreed to the government.

**Project 13-22:** Conduct of wildlife research or harvesting studies in the settlement area

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

**Participant/Liaison:** Renewable Resources Council (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

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
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	GNWT, DOE, DFO, Board	as required
2. Involve, to the greatest extent possible, the affected RRC(s) and local participant harvesters in the wildlife research or harvesting study projects	GNWT, DOE, DFO, Board	

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**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 13-23:** Roles and Responsibilities of Renewable Resources Councils (RRCs)

**Project Manager:** Designated Sahtu organization

**Participant/Liaison:** Renewable Resources Board (RRB)

**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.

Referenced Clauses: 13.8.4, 13.9.4, 13.9.5, 13.9.6

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Establish a RRC in each Sahtu community	Designated Sahtu organization	complete
2. Advise the Board of the establishment of the RRCs	RRCs	complete
3. RRCs shall be composed of no more than seven persons who are residents of the local community	RRCs	
4. The RRCs will meet regularly and have the power to: allocate any Sahtu Needs Level for that community among local participants; manage in a manner consistent with legislation and the policies of the RRB, the local exercise of participants harvesting rights including the methods, seasons and location of harvest; establish group trapping areas, as defined in legislation, subject to the approval of the RRB; exercise powers given to the RRCs under the agreement; and, advise the RRB with respect to harvesting by the participants and other matters of local concern within the jurisdiction of the RRB	RRCs, RRB	on-going
5. The RRCs will be regularly consulted on matters within the RRBs jurisdiction	RRB, RRCs	on-going
6. RRCs will participate in the collection and provision, to government and the RRB, of local harvesting data and other locally available data respecting wildlife and wildlife habitat	RRCs, RRB, Government	as required

**Funding:**

## Identified funding:

2004 Constant Dollars

2004-05*	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
251,095	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000

\*The year 2004-05 consists of funding from June 23, 2004 to March 31, 2005

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 NOTES

Renewable Resources Councils

The budget projections reflect the total funding available from Canada for the Renewable Resource Councils in the settlement area

Sahtu Secretariat Incorporated will receive and account for funding approved for the Renewable Resource Councils 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 - 24:** 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 Secretariat Incorporated (SSI)

**Obligations Addressed:**

13.10.1 Government shall consult with the Sahtu Secretariat Incorporated 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 SSI 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 SSI with a reasonable period of time to prepare its views on the matter; and provide the SSI with an opportunity to present its views	CWS or DFO	as required
2. Review the proposals and present views to CWS or DFO	SSI	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 Secretariat Incorporated will be provided with an opportunity to be represented in any such Canadian management regime.

Project 13 - 25: Activities of the Department of Environment and Natural Resources (ENR)

Project Manager: Government of the Northwest Territories - ENR

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

Obligations Addressed:

- 13.4.13 Discussions with other land owners and consultation with RRCs regarding proposals to restrict access to Sahtu harvesting on lands not owned by the Sahtu.
- 13.4.14 Consultation with the SSI should government wish to introduce legislation respecting the humane harvesting of wildlife.
- 13.5.6 Participation of the Working Group to develop the methodology and design of the Settlement Area Harvest Study.
- 13.6.1-2 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)
- 13.6.6 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.
- 13.7 Activities respecting commercial opportunities related to wildlife.
- 13.8.25 Provision of advice to Minister regarding decisions of the Board.
- 13.8.32 Consultation with the Board on any matter which will likely impact on wildlife or wildlife habitat in the settlement area.
- 13.8.37 Work in close collaboration with the Board and exchange full information on policies, programs and research.
- 13.9.5 Relations with RRCs in the event that they are jointly delegated authority by government and the Board.
- 14.1.7 Consultation with the affected RRC regarding granting of licences for the commercial harvesting of trees.
- 14.1.9 Seek the approval of the Board of forest conservation and forest management plans developed for the settlement area.
- 14.1.10 Consult the Board on any matter which affects forestry and forest management.
- 15.1.3-4 Consult with the SSI with respect to the gathering of plants by the Sahtu before legislating to regulate or prohibit gathering of plants.
- 18.1.4-5 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.

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Consult with the SSI, the Board, and the RRCs ENR as required by the Sahtu Dene and Metis agreement, and perform other activities to meet the obligations summarized above		on-going, as required

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

**Project Manager:** Government of the Northwest Territories — Department of Environment and Natural Resources (ENR)

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

**Obligations 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	ENR	on-going, as required
2. Seek the consent of the affected RRC	ENR	When a significant effect on the harvesting of wildlife is expected
3. Issue new licence	ENR	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	ENR	prior to a decision being made

**Planning Assumptions:**

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



**Project 14 - 2:** Establish policies and propose regulations in respect of personal or commercial harvesting of trees

**Project Manager:** Renewable Resource Board (RRB), GNWT - Environment and Natural Resources (ENR)

**Obligation Addressed:**

- 14.1.9 The Board shall have the power to
- (a) establish policies and propose regulations in respect of
    - (i) the harvesting of trees by any person, including any class of persons; and
    - (ii) the commercial harvesting of trees

**Referenced Clauses:** 13.8.24 through to 13.8.30

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES (start/finish)
1. Policies established or regulations proposed in respect of harvesting of trees	RRB	as required
2. Proposal reviewed and a decision made thereon	ENR	within timing provided
3. If modifications requested, a revised proposal is forwarded to the RRB for review or the Minister varies or rejects the decision of the Board	ENR	as required
4. Once approved, varied or rejected by the required Minister, the proposal is dealt with as appropriate	ENR	as

Project 14 - 3: Approval of forest conservation and forest management plans and policies by the Renewable Resources Board

Project Manager: Government of the Northwest Territories - Environment & Natural Resources (ENR)

Participant/Liaison: Renewable Resources Board

Obligation Addressed:

14.1.9 (b) The Renewable Resources Board shall have the power to approve forest conservation and forest management plans and policies within the settlement area which may include determination of areas of commercial harvesting of trees and the terms and conditions of such harvesting which may include cutting rates, yields, reforestation measures and the employment and training of participants; provisions for forest management agreements with licensees and owners; and provision for forest fire management activities.

Referenced Clauses: 13.8.24 through to 13.8.30

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Forest Management plans or policies for the settlement area proposed to the Renewable Resources Board	on-going	ENR
2. Proposal reviewed and a decision made thereon	RRB	on-going
3. If modifications requested, a revised proposal is forwarded to the Renewable Resources Board for review, or the Minister varies or rejects the decision of the Board	ENR	
4. Once approved, varied or rejected by the Minister, the proposal is dealt with as appropriate	ENR	

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Training/Economic Opportunities:

As may be detailed in management plans

**Project 14 - 4:** Consultation with the Renewable Resources Board regarding forestry  
**Project Manager:** Government of the Northwest Territories - Environment & Natural Resources (ENR)  
**Participant/Liaison:** Renewable Resources Board, Land Use Planning Board, Department of Indian Affairs and Northern Development (DIAND)

Obligation Addressed:

14.1.10 Government may consult the Renewable Resources Board on any matter which affects forestry and forest management and shall seek the timely advice of the Board on the following matters: draft legislation respecting forestry and forest management including the fighting and control of forest fires; land use policies or draft legislation which will likely impact on forestry or forest management; policies respecting forestry and forest management research and the evaluation of such research; and plans for training participants in forestry, forest management and lumbering.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. The Renewable Resources Board may be required consulted on any matter which affects forestry and forest management	ENR	as
2. Where legislation is proposed respecting forestry and forest management including forest fire fighting and control, the draft legislation will be forwarded to the Renewable Resources Board and it will be provided with a reasonable period of time to prepare its views on the matter	RRB	as required
3. Where land use policies or draft legislation which will likely impact on forestry or forest management are proposed, they will be forwarded to the Renewable Resources Board and it will be provided with a reasonable period of time to prepare its view on the matter	Land Use Planning Board, DIAND	as required
4. Where policies respecting forestry and forest management research and the evaluation of such research are proposed, they will be forwarded to the Renewable Resources Board and it will be provided with a reasonable period of time to prepare its views on the matter	ENR	as required
5. Where plans for training participants in forestry, forest management and lumbering are proposed, they will be forwarded to the Renewable Resources Board and it will be provided with a reasonable period of time to prepare its views on the matter	ENR	as required
6. Proposals reviewed and views presented to government	RRB	within period provided
7. Full and fair consideration given to views presented	ENR	

**Legislative/Regulatory Amendments:**

As may be proposed

**Training/Economic Opportunities:**

As may be developed in plans

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

**Project Manager:** Government of the Northwest Territories (GNWT), Government of Canada

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**Obligations Addressed:**

15.1.3 Government shall consult with the Sahtu Secretariat Incorporated 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

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

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**Planning Assumptions:**

The proposed legislation will be consistent with 15.1.4 and 15.1.5.

Project 16 - 1: Project Establishment and operation of National Parks of Canada  
 Manager: Parks Canada Agency (PCA)  
 Participant/Liaison: Sahtu Secretariat Incorporated (SSI), Government of the Northwest Territories (GNWT) - Industry, Tourism & Investment (ITI)

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 Canada National Parks Act, R.S. 1985, c. N-14, and other legislation, the national parks policy and park management plans in effect from time to time.

16.2.1 Prior to establishment of a national park in the settlement area, a Sahtu Impact and Benefits Plan for the proposed park.

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 National Park in the Sahtu settlement area	PCA	as required
2. Prepare an Impact and Benefit Plan for proposed National Park	PCA, SSI or designate	after proposing new park
3. Minister makes a decision on an Impact and Benefit Plan	Minister, PCA	within a reasonable time of starting discussions on Plan
OR		
If the two parties fail to reach agreement on an PCA, SSI, Minister, PCA Impact and Benefit Plan the:		
- SSI and PCA may each submit their own plan to Minister; Minister considers plans and decides on a plan; and Minister gives written reasons for his decision		
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	PCA	after preparation of impact and benefit plan
5. Establish 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	PCA, Renewable Resources Council	at time park is established
6. NPMC advised of reasons for rejection of any advice provided	Minister, PCA	as required

-	Minister provides reasons in writing Minister provides the NPMC an opportunity to further consider the matter		
7.	Prepare a park management plan	PCA, NPMC	within 5 years of park being established
8.	Review the Impact and Benefit Plan	PCA, NPMC	at least every ten years
9.	Review and revise the park management plan	PCA, NPMC	at least every ten years

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**Training/Economic Opportunities:**

To be dealt with in the Impact and Benefit Plan

The Sahtu Secretariat Incorporated 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 Canada National Parks Act to legally establish the park

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

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

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 responsible for Parks Canada 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:** Parks Canada Agency (PCA)

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**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 Secretariat Incorporated.

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

**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 Canada National Parks Act is required to effect a change in the boundary of a par



**Project 16 - 3:** Proposed Bluenose National Park

**Project Manager:** Parks Canada Agency (PCA)

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI), National Parks Management Committee (NPMC), Deline Land Corporation (DLC)

**Obligations Addressed:**

- 16.8.1 (a) A national park is proposed to be established to include Bluenose Lake and the watershed of the Hornaday 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 SSI 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 SSI with a reasonable period to time to prepare views on the matter; and provide the SSI with an opportunity to present its views	PCA	complete
2. Review the proposal and present views to PCA SSI		complete
3. Give full and fair consideration to the views presented and discuss further if required	PCA	complete
4. If agreement is not reached that 16.2 does not apply within Bluenose National Park: an Impact and Benefit Plan will be developed;	PCA, SSI	complete
<b>O R</b>		
parties may agree that an Impact and Benefit Plan is not necessary	PCA, SSI	complete
<b>O R</b>		
the proposed park will not include land in the Sahtu settlement area	PCA	
5. If a portion of a Bluenose National Park is within the Sahtu settlement area, any committee established to manage the park shall	PCA	complete

	include one member to be nominated by the Deline Land Corporation on behalf of SSI		
6.	If a committee is established, as identified in 5, to manage the park one member shall be nominated by the Deline Land Corporation on behalf of SSI	SSI	complete
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.	PCA or park management committee	as developed
8.	Prepare a park management plan.	PCA, NPMC	within five years of establishment of the park
9.	Conduct annual implementation reviews of the park management plan.	PCA, NPMC	annually
10.	Review the impact and benefit plan.	PCA, DLC	at least every 10 years
11.	Prepare a state of the parks report	PCA, NPMC	every five years every
12.	Review and revise the park management plan	PCA, NPMC	five years

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- Project 17 - 1:** Establishment and operation of protected areas
- Project Manager:** Government of the Northwest Territories (GNWT) , Canada - Affected departments
- Participant/Liaison:** Sahtu Secretariat Incorporated (SSI), Local communities, Land Use Planning Board, Renewable Resources Board

**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	GNWT or Canada - affected departments	as required
2. Notify the SSI and the local community(ies) of GNWT & Canada a proposal to establish a protected area or change the boundary of an established protected area; provide the SSI with a reasonable period of time to prepare views on the matter; and provide the SSI with an opportunity to present those views	GNWT & Canada	not less than 12 months prior to protected area being established
3. Review the proposal and present views to the proponent	SSI, local community (ies)	within period provided
4. Give full and fair consideration to the views presented	GNWT & Canada	
5. Decide whether or not to establish the protected areas or change the boundary of a protected area	GNWT & Canada	
6. If a protected area is to be established, negotiate a protected area agreement with the affected Sahtu community(ies)	GNWT & Canada	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	GNWT & Canada, local community(ies)	
8. Give written reasons for a decision regarding a Responsible Minister protected area agreement		
9. Establish protected area or change the boundary of a protected area	GNWT & Canada	

**Training/Economic Opportunities:**

- As identified in the protected area agreement

**Project 17 - 2:** Consultation with the Sahtu Secretariat Incorporated 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 Secretariat Incorporated (SSI)

**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")

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

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**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) — Industry, Tourism and Investment (ITI)

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**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.

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ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
(in sequence)		
1. Decision made on whether to prepare a park management plan	ITI	as required
2. Invite the SSI to participate in the preparation of park management plan	ITI	

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**Training/Economic Opportunities:**

- As identified in park management plan

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

Project Manager: Government

Participant/Liaison: Sahtu Secretariat Incorporated (SSI), 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. Government departments responsible for the management and administration of protected areas to identify appropriate employment opportunities in relation to the management and administration of any existing protected areas in the settlement area	Government	as required
2. 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	Government	as required
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, SSI	

Training/Economic Opportunities:

As identified

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(1)(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) - Industry, Tourism & Investment (ITI) ,  
 Department of Indian Affairs and Northern Development (DIAND)  
**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI), 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 ITI territorial park (or parks) within the lands described in the schedule to chapter 17, including a request for a reserve of such lands		as required
2. Decide with respect to the proposal and reserve DIAND lands for the establishment of a park (or parks)		as required
3. Submit an application, including a park management plan, to NAP for the transfer of the reserved lands	ITI	within three years of the date of the reservation
4. Review and respond to the application	DIAND	within one year of submission
5. If the application is accepted, transfer lands to the GNWT	DIAND	
6. In the event of the establishment of a park (or parks) it will be pursuant to chapter 17	GNWT	within the time frame identified in the application

**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(1)(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:**

**Proposed**

- 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 from the disposition of surface interests at the same date as the withdrawal of lands pursuant to 1.12 of appendix C.

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
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	complete
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 Assumptions:**

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	as required
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	as required
3. If a participant considers that a development has caused a loss or damage to wildlife harvesting, the participant may:		
submit a written claim for compensation to the developer	Participant	as soon as possible after the claimed loss is identified
<b>O R</b>		
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
<b>O R</b>		
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

6 .	Arbitrator determines validity of the claim	Arbitrator	legislation
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	

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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:** Conveyance of settlement lands

**Project Manager:** Canada - as represented by the federal department requiring the land, designated Sahtu Organization (DSO), Sahtu Secretariat Incorporated (SSI), Government of the Northwest Territories - (GNWT)

**Participant/Liaison:** Government of the Northwest Territories - Land Titles Office, Natural Resources Canada (NRCan) - Regional Surveyor of the NWT

**Obligations Addressed:**

19.1.5 (a) Settlement lands may not be conveyed to any person except to government in exchange for other lands or to a designated Sahtu organization. This provision shall not be interpreted to prevent the designated Sahtu organization from granting leases or licenses to persons who are not participants to use or occupy Sahtu lands.

(b) The lands conveyed by the designated Sahtu organization under 19.1.5(a) cease to be settlement lands and any lands the fee simple title to which is received in exchange shall be settlement lands. The designated Sahtu organization shall not be liable for any capital gains tax in respect of the exchange of settlement lands.

**Referenced Clauses:** 24.1.2, 24.1.6, 24.1.7, 24.1.8, 24.1.16

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Identify the settlement and non-settlement lands sought to be exchanged	DSO, Canada or GNWT	as required
2. Negotiate agreement on conveyance	DSO, Canada or GNWT	after notification is given
3. Survey the parcels of land, settlement and non-settlement, to be exchanged	Canada or GNWT	after agreement on conveyance is reached
4. Authorize conveyance of lands, both settlement and non-settlement	SSI, Canada or GNWT	after surveys are complete
5. Serve notification to transfer title of lands to the Sahtu and Sahtu lands to government	DSO, GNWT or Canada	after conveyance is authorized
6. Record conveyance in accordance with requirements	Land Titles Office	after notification is served

**Planning Assumptions:**

- The authorizations referred to in Activity 5 are: when Canada is exchanging land, the consent of the Governor in Council; when the Government of the Northwest Territories is exchanging land, the consent of its Executive Council; and a decision of the Board of Directors of the Sahtu Secretariat Incorporated.
- The government department or agency seeking settlement lands will acquire administration and control of the lands to be exchanged for settlement lands, as appropriate.

**Project 19 -2:** Management and control of Sahtu lands

**Project Manager:** Designated Sahtu Organization (DSO)

**Obligation Addressed:**

19.1.6 Subject to the provisions of this agreement and legislation, the participants shall manage and control the use of Sahtu lands, including:

- (a) the development and administration of land management programs and policies; and
- (b) the charging of rents or other fees for the use and occupation of Sahtu lands.

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING</b> (start/finish)
1. Development of land management programs and policies	SSI	on-going, as
2. Applications sent to DSO to access and use of Sahtu lands	Proponent	required as required
3. Applications reviewed, rents and other fees charged when appropriate	DSO	as required as
4. Sahtu lands controlled to ensure policies and programs are upheld	DSO	required

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**Project 19 – 3:** 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 designated Sahtu organization 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 designated Sahtu organization is entitled to fair and reasonable compensation for any materials supplied under (a).
- (c) If any person or government, and the designated Sahtu organization, 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 designated Sahtu organization 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 user granular materials		as required
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	User	
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, except that the DSO or potential user may appeal on the grounds that the Board erred in law or exceeded its jurisdiction	DSO or user	

**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.

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 - 4:** Data and information relating to Sahtu lands

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

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**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

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Prepare a list of all existing leases and alienations on lands selected by the Sahtu	NAP	complete
2. Provide the SSI with current information relating to all existing rights, titles, and interests on Sahtu lands	NAP complete	
3. Make available all accessible data and going information relating to resources on Sahtu lands to the SSI	Canada	on-

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**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 - 5:** Remediation of contaminated sites
- Project Manager:** Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)
- Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**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 remediate contaminated sites on Crown land in the Sahtu settlement area	NAP	as required
2. Using the criteria established for the remediation program, identify contaminated 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 contaminated sites on Sahtu lands and assessing this information against the established criteria for the remediation program	NAP	concurrent with application this phase of program on Crown lands in the settlement area
3. Carry out remediation program on Sahtu lands NAP using same techniques and criteria used on Crown lands		concurrent with application of this of program on Crown lands in the settlement area

**Training/Economic Opportunities:**

Consistent with provisions in chapter 12, Economic

**Measures. Planning Assumptions:**

The 2004 Throne speech committed \$3.5 billion over 15 years for Federal Contaminated Sites Action Plan (FCSAP). Remediation of contaminated sites within the Sahtu will be prioritized and work plans will be submitted for funding according to FCSAP policies.

Contaminated Sites are sites which substances occur at concentrations: (1) above background levels and pose, or are likely to pose an immediate or long-term hazard to human health and the environment or (2) exceed levels specified in policies and regulations, as defined in INAC Contaminated Sites Management Policy, August 20, 2002.

**Project 19 - 6:** 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 Secretariat Incorporated (SSI), Natural Resources Canada (NRCan), 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, II 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 II 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	complete near
2. Register Sahtu lands set out in schedules I, II, and IV of appendix E	GNWT — Justice	completion
3. Register Sahtu lands set out in schedules III and V of appendix E	GNWT — Justice	near completion
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, NRCan	on-going

**Planning Assumptions:**

It is assumed that the present system of indexing parcels has been modified to accommodate unsurveyed parcels during the registration of Gwich'in lands and this system will be adopted for Sahtu lands.

It is assumed that the present system of issuing title has been modified to identify restraints on alienation during the registration of Gwich'in lands and this system will be adopted for Sahtu lands.

**Project 19 - 7:** Boundary survey of Sahtu lands

**Project Manager:** Natural Resources Canada (NRCan), Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**Obligations Addressed:**

- 19.4.1 (c) The boundaries of Sahtu lands shall be surveyed when the Sahtu Tribal Council and government agree that such surveys are required, or to avoid or resolve conflicts with another title or interest holder, and may otherwise be surveyed at government's discretion.
- (d) Sahtu lands set out in schedules IV and XVI of Appendix E shall be surveyed.

**Referenced Clauses:** 19.4.2, 19.3.5(c), schedules IV and XVI of Appendix E

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. <b>For the purpose of the initial survey program, identify the boundaries of Sahtu land which are required to be surveyed to avoid conflicts with another title or interest holder</b>	Regional Surveyor, Sahtu Secretariat Incorporated	complete
2. <b>For the purpose of the initial survey program, identify the portions of a right of way that are used as the boundary of Sahtu lands</b>	Regional Surveyor, NAP — Land Selection Office	complete
3. <b>Identify those portions of seismic lines used as boundaries and other artificial boundaries of Sahtu lands which need to be monumented sufficiently to define their location</b>	Regional Surveyor	complete
4. <b>Notify the SSI of the aerial photography program proposed to photograph natural boundaries which are susceptible to movements which are not gradual and imperceptible from moment to moment; provide the SSI with a reasonable period of time to prepare its views on the matter; and provide the SSI with an opportunity to present its views</b>	Regional Surveyor	complete
5. Review the proposal and present views to Regional Surveyor	SSI	complete
6. Give full and fair consideration to views presented and finalize identification of those natural boundaries which are susceptible to movements which are not gradual and imperceptible from moment to moment and which shall be photographed	Regional Surveyor	after consultation with the SSI
7. Conduct the initial survey, monumentation and NRCane photography of the boundaries of Sahtu lands as identified		complete
8. Survey the boundaries of Sahtu lands set out in NRCan schedules III and IV of Appendix E		complete
9. Identify the boundaries of Sahtu land to be surveyed to avoid or resolve conflicts with	Regional Surveyor, SSI	on-going



another title or interest holder

10. Survey the boundaries of Sahtu lands as agreed NRCan  
to with the SSI, or as otherwise determined at  
Canada's discretion

on-going

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

**Project 19 - 8:** 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 Secretariat Incorporated (SSI)

**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 Secretariat Incorporated as soon as practicable after the date of settlement legislation.

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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	complete
2. Make payment to the SSI of any royalties or non-refunded rents identified by the accounting process	complete	NAP

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Project 19 -9: 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	complete
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	complete
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	complete
4. Notify the DSO of any change in such interest which affects the Sahtu as title-holder	NAP	complete
5. Account for any royalties or non-refunded rents accruing to and received by government from the identified interests after settlement legislation	NAP	complete
6. Make payments to the DSO of amounts received and accounted for	DIAND	complete

- Project 20 - 1:** Shared drainage basin agreements
- Project Manager:** Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)
- Participant/Liaison:** Sahtu Secretariat Incorporated (SSI), Government of the Northwest Territories (GNWT), 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)

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
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	on-going
2. If the other jurisdiction agrees to enter into negotiations, consult with the SSI with respect to the formulation of government positions before negotiating an agreement	NAP, GNWT, SSI	
3. Consider the views of the SSI and enter into negotiations toward an agreement	NAP, GNWT	

**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 SSI to enable them to develop a response to the government proposal.

After settlement legislation, the SSI 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.



**Project 20 - 2:** Agreements to compensate for loss or damage which may be caused by developments within the settlement area

**Project Manager:** Land and Water Board

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**Obligation Addressed:**

20.1.15 No water use anywhere in the settlement area which, in the opinion of the Land and Water Board, will likely substantially alter the quality, quantity or rate of flow of waters on or flowing through or adjacent to Sahtu lands, when such waters are on or flowing through or adjacent to Sahtu lands, shall be authorized by the Land and Water Board unless the applicant for the authorization has entered into an agreement with the Sahtu Tribal Council (STC) to compensate participants for loss or damage which may be caused by such alteration, or the Land and Water Board has made an order for compensation under 20.1.16(a).

**Referenced Clauses:** 20.1.8, 20.1.14, 20.1.16, 20.1.17, 25.4.5(a)(viii)

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING</b> (start/finish)
1. Application on the Land and Water Board for a Applicant water use authorization		on-going
2. Application is reviewed and a determination is made if the requested water use will likely substantially alter the quality, quantity or rate of flow on or flowing through or adjacent to Sahtu lands	Land and Water Board	within time-frame established by the Board
3. If the Land and Water Board is of the opinion that the water use would likely result in a substantial alteration which would affect Sahtu lands, the applicant and the Sahtu Secretariat Incorporated (SSI) are advised of the need to reach an agreement within a time limit established by the Board on compensation for loss or damage	Land and Water Board	as soon as possible after forming the opinion
4. Negotiations toward an agreement on SSI compensation for possible loss of damage to participants	Applicant for water use,	after being informed by Board opinion of likely substantial alteration
5. If agreement is not reached within the time limit established by the Board, either party may refer the matter of compensation to the Board and the Board shall determine compensation		
6. The competent water authority may authorize a Land and Water Board water use prior to the Land and Water Board making an order respecting compensation if there is no alternative which could reasonably satisfy the requirements of the applicant and there are no reasonable measures whereby the applicant could avoid the interference		

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**Legislative/Regulatory Amendments**

As required

**Planning Assumptions**

In determining the amount of compensation payable to the Sahtu in respect of a water use the Land and Water Board will consider the factors in 20.1.17(a) to (e).

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

**Project 20 - 3:** Agreements to compensate for loss or damage which may be caused by developments outside the settlement area

**Project Manager:** Land and Water Board

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI), applicant for water use

**Obligation Addressed:**

20.1.18 Where a water use is proposed outside the settlement area, but within the Northwest Territories, which, in the opinion of the Land and Water Board, will likely substantially alter the quality, quantity or rate of flow of water on or through or adjacent to Sahtu lands, the water use shall not be authorized by the competent water authority unless the applicant for the water use has entered into an agreement with the Sahtu Tribal Council under 20.1.15 or the Land and Water Board has made an order under 20.1.16(a).

**Referenced Clauses:** 20.1.8, 20.1.14, 20.1.16, 20.1.17

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING</b> (start/finish)
1. Application to the competent water authority for a water use authorization outside the Sahtu settlement area, but within the NWT with a copy to the Land and Water Board	applicant	on-going
2. Application is reviewed and a determination is made if the requested water use will substantially alter the quality, quantity or rate of flow on or flowing through or adjacent to Sahtu lands	Land and Water Board	within time frame established by the board
3. If the Land and Water Board is of the opinion that the water use would likely result in a substantial alteration which would affect Sahtu lands, the applicant and the SSI are advised of the need to reach an agreement on compensation for loss or damage which may occur within a time limit established by the Board, and the competent water authority advised of the opinion of the Land and Water Board and the SSI.	Land and Water Board	as soon as possible after forming the opinion
4. Negotiations toward an agreement on possible compensation for possible loss or damage to participants	application for water use, SSI	as soon as
5. If agreement is not reached within the time limit established by the Land and Water Board, either party may refer the matter of compensation to the Land and Water Board in the Sahtu settlement area and the Board shall determine compensation		
6. The competent water authority may authorize a water use prior to the Land and Water Board making an order respecting compensation if there is no alternative which could reasonably satisfy the requirements of the applicant and there are no reasonable measures whereby the applicant could avoid the interference	Competent water authority	

**Planning Assumptions:**

- In determining the amount of compensation payable to the Sahtu in respect of a water use the Land and Water Board will consider the factors in 20.1.17(a) to (e).

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

**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)

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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	as required
2. Review the proposal and present views to government	DSO	within period provided
3. Give full and fair consideration to the views presented	Government	
4. Decide whether to proceed with the proposal	Government	

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<b>Project 21 - 2:</b>	Terms and conditions attached to certain types of access to Sahtu lands
<b>Project Manager:</b>	Designated Sahtu Organization (DSO)
<b>Participant/Liaison:</b>	Government of the Northwest Territories (GNWT) -Aboriginal Affairs & Intergovernmental Relations (DAAIR), Department of Indian and Northern Affairs (DIAND) - Implementation Management (IM), 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

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Provide to the Federal and GNWT implementation DSO on-going 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		
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	DIAND, GNWT	
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	

**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

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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 designate Sahtu organization	on-going
2. Where designated routes are not identified, and where practicable, give the local designated Sahtu organization prior notice of the access	Member of public	as required

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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, 21.1.4, 21.1.16, 21.1.7

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

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

**Project 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

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
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	as required
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	

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**Planning Assumptions:**

Should an agreement on the terms of use or occupancy not be reached by the 2 year anniversary, and 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, areas, timing, land use rent, compensation for damages caused to lands 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

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES as
1. Advise the DSO of a request for access to Sahtu lands for military manoeuvres	DND	required
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	

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**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.

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Give reasonable advance notice of military exercises or operations to local inhabitants of any area to be affected in the settlement area	DND	as required

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

**Project Manager:** Department of Fisheries and Oceans - Canadian Coast Guard

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**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

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Notify the SSI 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 SSI with a reasonable period of time to prepare its views on the matter; and provide the SSI with an opportunity to present its views	Canadian Coast Guard	as required
2. Review the proposal and present views to Transport Canada	SSI	within period provided
3. Give full and fair consideration to the views presented	Canadian Coast Guard	
4. Decide whether to proceed with the proposal	Canadian Coast Guard	
5. Communicate the decision to the SSI	Canadian Coast Guard	

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

In the early summer the Canadian Coast Guard resets and checks navigational aids and safety devices that were there the previous year. Occasionally, during this activity, a new navigational aid or safety device is required to mark any changes to the channel. SSI will be consulted on :

- (a) the location of any new navigational aid or safety device;
- (b) the need to relocate any existing navigational aid or safety device, or
- (c) the need to remove an old navigational aid or safety device

**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	as required
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	

**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)

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. When an amendment to an existing right to use rights holder or operate on Sahtu lands is being proposed, notify the DSO		as required
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	

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**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, 27.3.1, 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	as required
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 SSI	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, or in the absence of a SRB the Arbitration Panel as per 27.3.1	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

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
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	as required

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**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), 27.3.1

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Notify the DSO that access across Sahtu lands is required	person seeking access	as required
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.		
6. Until such time as surface rights legislation is in effect, matters to be determined by the SRB will be determined by arbitration pursuant to chapter 6, except that where the resolution of any matter respecting the exploration, development and production of minerals is provided for in legislation, such legislation shall apply until such time as surface rights legislation comes into effect.		

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**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, 27.3.1

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
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 rights	as required
2. Hold discussions toward an agreement to permit requested access	DSO, person seeking access	
3. If an agreement is not reached, either party access may refer the matter to the Surface Rights Board	DSO, person seeking	
4. If referred to the Surface Rights Board, issue a right-of-entry order	Surface Rights Board	
5. Until such time as surface rights legislation is in effect, matters to be determined by the SRB will be determined by arbitration pursuant to chapter 6, except that where the resolution of any matter respecting the exploration, development and production of minerals is provided in legislation, such legislation shall apply until such time as surface right legislation comes into effect	Surface Rights Board	

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**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

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b> at
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 or water licence 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	least 7 days prior to access

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**Planning Assumptions:**

- The seven day notice shall constitute seven business days excluding holidays.

<b>Project 21 - 16:</b>	Information Publication
<b>Project Manager:</b>	Department of Indian Affairs and Northern Development (DIAND) - Northern Affairs Program (NAP)
<b>Participant/Liaison:</b>	Sahtu Secretariat Incorporated (SSI), Land and Water Board, Government of the Northwest Territories (GNWT) — Department of Aboriginal Affairs and Intergovernmental Relations (DAAIR), Environmental Impact Review Board

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Prepare information publication to describe and explain new land and water management regime, including access provisions, for the settlement area	NAP	complete
2. Provide information publication to the public	NAP	complete

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**Planning Assumptions:**

The SSI, Land and Water Board, DAAIR 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 Secretariat Incorporated (SSI)

**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.

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Notify the SSI of proposal to open lands in the settlement area for oil and gas exploration, and provide the SSI 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	as required
2. Issue reviewed and views forwarded to NAP	SSI	
3. Views of the SSI presented to Minister for consideration	NAP	
4. SSI advised of Call announcement	NAP	on announcement date

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**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 Secretariat Incorporated (SSI), 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 counselling 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

	RESPONSIBILITY	TIMING GUIDELINES
	consultations are not intended to result in any obligations in addition to those required by legislation.	prior to exercise of rights
ACTIVITIES (in sequence)		prior to exercise of rights
1. Consultation with the SSI with respect to the exercise of exploration rights with respect to the matters listed in 22.1.3(a) to (h)	Developer	
2. Consultation with the SSI 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	

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 Secretariat Incorporated (SSI), 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 23.1.3:

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

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Consultation with the SSI 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 SSI with respect to the exercise of rights to develop or produce minerals, other than oil or 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

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**Planning Assumptions:**

Such consultations shall be consistent with the definition of consultation provided in the Sahtu Dene Metis agreement. Such consultations are not intended to result in any obligations in addition to those required by legislation.



**Project 22 - 4:** Sahtu Secretariat Incorporation involvement in a Northern Accord on oil and gas development

**Project Manager:** Government of the Northwest Territories — Industry, Tourism and Investment (ITI)

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**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.

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. SSI contacted regarding the development of ITI any Northern Accord on oil and gas development in the Northwest Territories		complete
2. Discussion 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	ITI, SSI	complete
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	ITI	on-going

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**Planning Assumptions:**

The Northwest Territories Lands and Resources Devolution Framework Agreement was signed between government and the Aboriginal Summit on March 18, 2004. The Sahtu Dene Council and the Sahtu Secretariat Incorporated signed as members of the Aboriginal Summit.

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

**Project Manager:** Canada

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**Obligations Addressed:**

- 22.1.17 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 the subsurface resources in the settlement area.

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Notify the SSI 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 SSI with a reasonable period of time to prepare its views on the matter; and provide the SSI with an opportunity to present its views	Canada	as required
2. Notify the SSI 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 SSI with a reasonable period of time to prepare its views on the matter; and provide the SSI with an opportunity to present its views	Canada	as required
3. Proposal reviewed and views presented to Canada	SSI	within period provided
4. Give full and fair consideration to the views presented	Canada	

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**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:** Designated Sahtu Organization (DSO), Developer

**Obligations Addressed:**

- 22.2.1 (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. Consult with the relevant Designated Sahtu Organization (DSO) on a proposal to explore for, develop or produce oil and gas on Sahtu land described in 19.1.2(a) and prepare a proposed benefits plan; provide the DSO with a reasonable period of time and prepare its views on the matter; and provide the DSO with an opportunity to present their views	Developer	as required
2. Proposal reviewed and views presented to the Developer	DSO	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 approve the benefits plan or approve it with terms and conditions	Minister, DIAND	
6. The DSO 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 Secretariat Incorporated (SSI)

**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

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

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

**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

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Identify Sahtu municipal lands required for public purposes	Government	as required
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	

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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 that 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).

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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

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**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 participants 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 the title of the land is held by a designated Sahtu organization.

**Referenced Clauses:** schedule XV of appendix F

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Participant applies for Home Owners Property Tax Rebate	participant	annually
2. Pay the Home Owners Property Tax Rebate	MACA	annually

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SAHTU IMPLEMENTATION PLAN

141

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**Project 23 - 4:** Changing of municipal boundaries

**Project Manager:** Government of the Northwest Territories — Municipal and Community Affairs (MACA) and Department of Aboriginal Affairs & Intergovernmental Relations (DAAIR), Department of Indian Affairs and Northern Development (DIAND) — Northern Affairs Program (NAP)

**Participants/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 of 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

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Determine the need to change a municipal boundary	MACA	as required
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 any 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/DAAIR

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**Project 23 -5:** Establishment of new local government

**Project Manager:** Government of the Northwest Territories — Municipal and Community Affairs (MACA) and Department of Aboriginal Affairs & Intergovernmental Relations (DAAIR), Department of Indian Affairs and Northern Development (DIAND) — Northern Affairs Program (NAP)

**Participant/Liaison:** Designated Sahtu organization (DSO), Sahtu Secretariat Incorporated (SSI)

**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

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Identify Sahtu lands required for the purpose of MACA new local government		as required
2. Notify the SSI 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, SSI	
5. Change the status of land involved	MACA	
6. Sahtu land schedule changed to show change from "settlement lands" to "municipal lands" and the initial quantum of settlement lands is adjusted correspondingly	Canada/GNWT	

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**Planning Assumptions:**

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

<b>Project 24 -1:</b>	Expropriation of settlement lands
<b>Project Manager:</b>	Expropriating authority
<b>Participant/Liaison:</b>	Sahtu Secretariat Incorporated (SSI), Designated Sahtu Organization (DSO), Sahtu Land Corporation(s), Government of the Northwest Territories (GNWT), Natural Resources Canada (NRCan)

**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

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Provide the SSI with notice of settlement lands required by an expropriating authority	Expropriating authority	as required
2. Give the SSI an opportunity to negotiate the location, extent and nature of the interest required by the expropriating authority	Expropriating authority, SSI, Sahtu Land Corporation(s)	
3. Negotiate to agree on alternative lands of equivalent significance and value as the settlement lands to be expropriated	Expropriating authority, SSI, Sahtu Land Corporation(s)	
4. If agreement is not reached on alternative 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, SSI, Sahtu Land Corporation	
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, SSI, Sahtu Land Corporation(s)	
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 at least one of the arbitration committee members will be a nominee of the SSI and provided that the other provisions in 24.1.15 are taken into account	NRCan	
9. In event that suitable alternative 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	Expropriating authority, SSI, government, Sahtu Land Corporations	

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alternative lands with the DSO being credited for such lands provided that the parties sign an agreement on the form and nature of the credit

- |   |  |             |
|---|--|-------------|
| 10. Give notice to the SSI 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                  | as required |
| 11. Seek approval from the Governor in Council or the Executive Council of the NWT to proceed with expropriation *  | Expropriating authority                  | as required |
| 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 alternative 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.

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Planning Assumptions:

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

The Minister of Natural Resources Canada is responsible for providing an arbitration panel or a negotiator under Sections 88 to 103 of the National Energy Board Act to resolve matters of compensation related to the exploration of lands. The costs of a negotiator and/or arbitration panel are borne by the Minister.

The actual costs to the SSI 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 SSI 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.

<b>Project 25 -1:</b>	Coordination of the activities of Boards
<b>Project Manager:</b>	Department of Indian Affairs and Northern Development (DIAND) — Northern Affairs Program (NAP)
<b>Participant/Liaison:</b>	Sahtu Secretariat Incorporated (SSI), Government of the Northwest Territories (GNWT) - Department of Aboriginal Affairs & Intergovernmental Relations (DAAIR), Affected government departments

**Obligations 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.
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**Referenced Clauses:** 3.1.10, 3.1.27

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Participate as a full member in the Coordinating group struck pursuant to the Gwich'in Implementation Plan to: 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	SSI, Coordinating Group	complete

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**Planning Assumptions:**

The Sahtu Secretariat Incorporated 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 developed by the Coordinating Group fulfils the obligations of Chapter 25 of the Sahtu Dene and Metis agreement, including clause 25.1.3(c).

Surface Rights Legislation and the establishment of a Surface Rights Board is still not complete.

A Cumulative Impact Monitoring Working Group (CIMWG) has been established to develop a method for monitoring the cumulative impact of uses and the provision of periodic, independent environmental audits which shall be made public. The work of the CIMWG is still not complete.

- 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 Secretariat Incorporated (SSI), Government of the Northwest Territories (GNWT) - Department of Aboriginal Affairs & Intergovernmental Relations (DAAIR) , Environment & Natural Resources (ENR), Affected government departments

**Obligations 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

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Consult prior to development or passage of legislation	NAP, SSI, DAAIR	complete
2. Establish monitoring process	as provided for in legislation	on-going
3. Establish periodic environmental audit process — publication of audit results	as provided for in legislation	every 5 years

**Legislative/Regulatory amendments:**

- Pass legislation
- Identify if any consequential legislative amendments are required

**Planning Assumptions:**

The Sahtu Secretariat Incorporated 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 fulfilled the obligations of Chapter 25 of the Sahtu Dene and Metis agreement, including clause 25.1.4.

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 Secretariat Incorporated.

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 Secretariat Incorporated.

A Cumulative Impact Monitoring Working Group (CIMWG) has been established to develop a method for monitoring the cumulative impact of uses and the provision of periodic and independent environmental audits which shall be made public. The work of the CIMWG is still not complete.

**Project 25 -3:** Land Use Planning Board appointments

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

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI), Government of the Northwest Territories (GNWT)

**Obligations 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, 25.2.3

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING</b> (start/finish)
1. Consultation prior to development of legislation	Coordinating Group	complete
2. Drafting of legislation	Canada	complete
3. Passage of legislation	Canada	complete
4. Establishment of Land Use Planning Board - appointment of Board members		complete
*50% of members nominated by government	Government	on-going, as required
*50% of members nominated by SSI	SSI	on-going, as required
*Members appointed by SSI	DIAND	on-going, as required
*nomination of Chairperson	Planning Board members	on-going, as required
*Chairperson appointed	DIAND	on-going, as required

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**Planning Assumptions:**

- The Land Use Planning Board shall consist of four members and a Chairperson.



Project 25 -4: Project Land Use Planning Board operations  
 Manager: Department of Indian Affairs and Northern Development (DIAND)  
 Participant/Liaison: Sahtu Secretariat Incorporated (SSI), Government of the Northwest Territories (GNWT),  
 Affected government departments

Obligations 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, 25.2.3

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Establish procedures for the conduct of business	Planning Board	complete
2. Develop workplan and budget	Planning Board	annually
3. Review and approve budget	DIAND	annually
4. Engage staff	Planning Board	as required
5. Prepare land use plan	Planning Board	on-going
develop terms of reference		
collect/update and analyze information		
identify/address overlap issues		on-going
– prepare 1 <sup>st</sup> draft of plan canvas all relevant parties for comment/conduct public consultation		on-going
– prepare and submit final draft plan for approval	Government Government, Sahtu Land Corporation(s)	
6. (a) Review proposed plan	Government	
(b) Possible referral of proposed plan back to the Planning Board for re-consideration	Planning Board Planning Board	on-going
(c) Approval of proposed plan	Government	
7. Monitor implementation of the approved plan	Planning Board	as required, but at least within five years of plan approval
8. Consider amendments and exceptions		
9. Approval of decisions of the Planning Board	Planning Board	
10. Determine need to review approved land use plan		
11. Review of plan		

Legislative/Regulatory Amendments:

- Passage of legislation establishing the Planning Board

During consultation process identify if any consequential legislative amendments are required



**Funding:**

- Identified funding:

2004 Constant Dollars

<b>2004-05*</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
245,982	318,385	318,385	318,385	318,385	318,385	318,385	318,385	318,385	318,385

\*The year 2004-05 consists of funding from June 23, 2004 to March 31, 2005

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.

## Planning Assumption:

- The Sahtu Secretariat Incorporated 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 fulfilled the obligations of Chapter 25 of the Sahtu Dene and Metis agreement, including section 25.2.
- 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.

Cost Worksheet — Land Use Planning Board

Category	Item	Quantity	Unit Price	Total Cost
BOARD -	Honoraria: Chairperson	1	10000	10000
	Members	11	10000	110000
	Travel	1	10000	10000
	Meals & incidentals	1	10000	10000
	Accommodations	1	10000	10000
	Meeting rooms	1	10000	10000
	Board Training	1	10000	10000
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OFFICE / SUPPLIES	Rent/ Utilities	1	10000	10000
	Office Supplies	1	10000	10000
	Phone / fax / e-mail	1	10000	10000
	Office equipment	1	10000	10000
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	z			

\*The year 2004/2005 consists of funding from June 23, 2003 to March 31, 2005

## COST WORKSHEET NOTES

Land Use Planning Board

In order for the Sahtu Land Use Planning Board to carry out its mandate, the following assumptions were used:

## Board

- Board shall consist of 4 Members and a Chairperson
- Honoraria for Chairperson: \$325 per day
- Honoraria for Members: \$225 per day
- Board meetings based on: 4 meetings, 2 days duration, plus 1 day for preparation/travel
- Travel costed on basis of 4 persons travelling
- Travel costs averaged at \$750 (within Sahtu Settlement Area)
- Travel costs averaged at \$1250 (outside Sahtu Settlement Area)
- Meal allowance for persons on travel status at federal northern rate of \$65.45 per day
- Incidental allowance for persons on travel status at federal rate of \$17.30 per day
- Accommodations for persons on travel status averaged at \$160 per night -
- Meeting room costs based on \$300 a day

## Staff

- Board shall have a compliment of 2
- Benefits shall be calculated at 19.5% of staff salaries
- Professional development shall be calculated at 2% of staff salaries

## Office/Supplies/Equipment

- Rent based on government guidelines
- Office supplies based on \$600 per employee -
- Phone/fax/e-mail based on \$1,500 per employee
- Office equipment based on rental cost of \$5000 per year
- Journals/Library based on \$250 per employee
- Miscellaneous (includes up-grading or replacing furniture, equipment, computers, software etc.) \$700 per year per employee -Audit costs estimated at \$7000 per year
- Insurance for contents estimated at \$2000 per year

## Coordination of Board Activities

- The Land Use Planning Board shall meet semi-annually with other local boards to coordinate their activities as required
- Meetings will be attended by the Executive Director and Chairperson

## General

- Based on the priorities of the Land Use Planning Board, the following may be required:
- Consultations -
- Other expertise

The Land Use Planning Board will be able to allocate within this budget as required 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 -5:** 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

**Obligations 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.

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
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	as required
2. Review proposal and present view to government	Sahtu community	within period provided
3. Give full and fair consideration to the views presented	MACA or local government	

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**Planning Assumption:**

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

Project 25 -6: Environmental Impact Review Board appointments

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

Participant/Liaison: Sahtu Secretariat Incorporated (SSI), Aboriginal Groups, Government of the Northwest Territories (GNWT), Canadian Environmental Assessment Agency (CEAA)

Obligations Addressed:

25.3.1 All development proposals in the Mackenzie Valley, including development proposals in relation to Sahtu land, shall be subject to the process of environmental impact assessment and review as set out in 25.3.

25.3.2 (a) For the purposes of this agreement, the Environmental Impact Review Board ("the Review Board") established by legislation to implement the environmental impact and review provisions of the Gwich'in agreement shall be the Review Board referred to in this agreement.

(b) 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, 3.1.28, 25.1.3, 25.1.5, 25.1.6

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING
1. Establishment of Review Board		complete
- Appointment of Board members		
*50% of members nominated by government	Government	as required
*50% of members nominated by aboriginal groups, with at least one nominated by the Sahtu	Aboriginal groups, SSI	as required
*appoint members	DIAND	on-going
*nominate Chairperson	Review Board	as required
*appoint Chairperson	DIAND	as required



<b>Project 25 -7: Project</b>	Environmental Impact Review Board operations
<b>Manager:</b>	Department of Indian Affairs and Northern Development (DIAND)
<b>Participant/Liaison:</b>	Sahtu Secretariat Incorporate (SSI), Government of the Northwest Territories (GNWT) - Department of Aboriginal Affairs & Intergovernmental Relations (DAAIR), Canadian Environmental Assessment Agency (CEAA), Affected government departments

**Obligations 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 (a) For the purpose of this agreement, the Environmental Impact Review Board ("the Review Board") established by legislation to implement the environmental impact and review provisions of the Gwich'in agreement shall be the Review Board referred to in this agreement.
- (b) 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, 3.1.27, 25.1.3, 25.1.5, 25.1.6 3.1.10,

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
	DIAND, SSI, DAAIR	complete
1. Consult prior to development or passage of legislation	DIAND, aboriginal groups	complete
2. Drafting of legislation	Canada	complete
3. Passage of legislation	Review Board	complete
4. Establish rules and procedures	Review Board	annually
5. Prepare budget	DIAND	annually
6. Review and approve budget	Review Board	on-going
7. Carry out duties provided in legislation	Review Board	on-going
8. Administer legislation		
-Assess development proposals to determine whether the proposed development will likely have a significant adverse impact on the environment or cause significant public concern		
-The Review Board may propose and recommend terms and conditions to the Minister		
-The Review Board may determine that an environmental impact review may be conducted		
-An environmental impact review will be conducted by a panel of the Review Board:		
*50% of the members of the panel, not including the chairperson, will be the nominees of the Sahtu when cause for concern is wholly within the settlement		

area

\*select chairperson

\*at least one nominee of the Sahtu will be appointed to the panel in cases when the cause for concern is partially within the settlement area

\*the panel may include persons appointed by the Review Board because of their special expertise

–The Review Board will have the power to subpoena witnesses and documents

–An environmental impact review shall include:

\*a submission by the proponent of an impact statement

\*an analysis by the Review Board as considered appropriate

\*public consultations or hearings in affected communities

\*a report to the Minister with recommendations

- |     |  |                 |             |
|-----|--|-----------------|-------------|
| 9.  | Where an environmental review is to be conducted for a development proposal wholly within the Mackenzie Valley, pursuant to the Environmental Assessment and Review Process Guidelines Order, CEEA and the Review Board shall consult and shall establish a joint review panel | Review Board    | as required |
| 10. | Where the Minister of the Environment establishes a panel to review a proposal which overlaps the Mackenzie Valley, no less than one quarter of the members not including the chairperson, shall be nominees of aboriginal groups  | Minister, DIAND | as required |
| 11. | The Minister shall consider the report and recommendations of the Review Board or a joint panel and make a decision  | Minister, DIAND | as required |

#### Funding:

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

See. Annex B, paragraph 2.

When the Review Board recommends to the Minister, DIAND that a review be conducted, the associated budget may be accepted in its entirety or in an amended form, as deemed by the Minister, DIAND to be appropriate.

Approved funds will be forwarded to the Board by the Minister, DIAND for use of the Review Panel in the conduct of its review.

**Planning Assumption:**

The Mackenzie Valley Resource Management Act fulfils the obligations of Chapter 25 of the Sahtu Dene and Metis agreement, including section 25.3.

The consultation prior to development of legislation was dealt with by the Coordinating Group established to deal with coordination among the boards.

Project 25 -8: Land and Water Board appointments

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

Participant/Liaison: Sahtu Secretariat Incorporated (SSI), Government of the Northwest Territories (GNWT)

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.

Referenced Clauses: 25.4.2, 25.4.3 through 25.4.7, 3.1.10, 3.1.28, 25.1.3, 25.1.5, 25.1.6

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Consult prior to development of legislation	DIAND	complete
2. Drafting of legislation	DIAND	complete
3. Passage of legislation	Canada	complete
4. Establishment of Land and Water Board		complete
-Appointment of Board members		
50% of members nominated by government	Government	as required
50% of members nominated by SSI	SSI	as required
*Appoint members	DIAND	on-going, as required
-Nominate Chairperson	Board Members	as required
*Appoint Chairperson	DIAND	on-going, as required

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Planning Assumption:

- The Land and Water Board will have four board members and a chairperson.

Project 25 - 9: Land and Water Board operations

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

**Participant/Liaison:** Sahtu Secretariat Incorporated, Government of the Northwest Territories (GNWT) - Department of Aboriginal Affairs & Intergovernmental Relations (DAAIR), 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.

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 Secretariat Incorporated 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

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Establish procedures for the conduct of its business	Board	complete
2. Establish policies and guidelines applicable to its licences, permits and authorizations	Board	complete
3. Prepare budget	Board	annually
4. Review and approve budget	DIAND	annually
5. Carry out duties provided in legislation including, but not limited to: - issue, amend or renew licenses, 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 by Minister - provide notice of application to affected communities and designated Sahtu organizations	Board	on-going
6. Provide, on the request of the Board, any relevant information in its possession	Government	as required

**Legislative/Regulatory Amendments:**

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

**Funding:**

Identified funding:

2004 Constant Dollars

2004-05*	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
650,827	842,388	842,388	842,388	842,388	842,388	842,388	842,388	842,388	842,388

\*The year 2004-05 consists of funding from June 23, 2004 to March 31, 2005

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.

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 Secretariat Incorporated 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 developed by the Coordinating Group fulfills the obligations of Chapter 25 of the Sahtu Dene and Metis agreement, including section 25.4.



## COST WORKSHEET NOTES

Land and Water Board

In order for the Sahtu Land and Water Board to carry out its mandate, the following assumptions were used:

## Board

- Board shall consist of 4 Members and a Chairperson
- Honoraria for Chairperson: \$500 per day
- Honoraria for Members: \$375 per day
- Board meetings based on: 10 meetings, 2 days duration, plus 1 day for preparation/travel
- Travel costed on basis of 4 persons travelling
- Travel costs averaged at \$750 (within Sahtu Settlement Area)
- Travel costs averaged at \$1250 (outside Sahtu Settlement Area)
- Meal allowance for persons on travel status at federal northern rate of \$65.45 per day
- Incidental allowance for persons on travel status at federal rate of \$17.30 per day
- Accommodations for persons on travel status averaged at \$160 per night
- Meeting room costs based on \$300 a day

## Staff

- Board shall have a compliment of 7
- Benefits shall be calculated at 19.5% of staff salaries
- Professional development shall be calculated at 2% of staff salaries

## Office/Supplies/Equipment

- Rent based on government guidelines
- Office supplies based on \$600 per employee -
- Phone/fax/e-mail based on \$1,500 per employee
- Office equipment based on rental cost of \$5000 per year
- Journals/Library based on \$250 per employee
- Miscellaneous (includes up-grading or replacing furniture, equipment, computers, software etc.) \$700 per employee
- Audit costs estimated at \$7000 per year
- Insurance for contents estimated at \$2000 per year
- Vehicle based on lease of \$1000 per month

## Coordination of Board Activities

- The Land and Water Board shall meet semi-annually with other local boards to coordinate their activities as required
- Meetings will be attended by the Executive Director and Chairperson

## General

- Based on the priorities of the Land and Water Board, the following may be required:
- Advertising
- Consultations
- Other expertise

The Land and Water Board will be able to allocate within this budget as required 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

When the Land and Water Board receives notice 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.



**Project 25 - 10:** 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 Secretariat Incorporated (SSI)

**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.

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Notice to SSI 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	complete

**Project 25 - 11:** 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 Secretariat Incorporated (SSI)

**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 Secretariat Incorporated;
  - (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 Secretariat Incorporated 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 Secretariat Incorporated shall be appointed to the body established to advise the Northwest Territories Water Board.

ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
L 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 Secretariat Incorporated; 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	complete
2 . Nominate a member to the Lands Advisory Committee dealing with projects in the Sahtu settlement area	SSI	complete
3 . Appoint SSI nominee to the Lands Advisory Committee dealing with projects in the Sahtu settlement area	NAP	complete
4 . Participate in the deliberations of the Lands Advisory Committee dealing with projects in the Sahtu settlement area	SSI nominee	complete
5 . Remove SSI nominee from the Lands Advisory Committee dealing with projects in the Sahtu settlement area	NAP	complete
6 . Nominate a member to the Technical Advisory Committee established to advise the Northwest Territories Water Board	SSI	complete
7 . Appoint SSI nominee to the body established to advise the Northwest Territories Water Board	NAP	complete
8 . Participate in the deliberations of the Technical	SSI nominee	complete

Advisory Committee when it deals with projects in the Sahtu settlement area		
9. Remove SSI nominee from the Technical Advisory Committee	NAP	complete

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**Planning Assumptions:**

The Sahtu Secretariat Incorporated will pay all costs of the SSI nominees to attend meetings of the Lands Advisory Committee and the Technical Advisory Committee established to advise the Northwest Territories Water Board.

**Project 25 - 12:** 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 Secretariat Incorporated (SSI)

**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.

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Nominate a member to the Regional Environmental Review Committee	SSI	complete
2. Appoint SSI nominee to the Regional Environmental Review Committee	NAP	complete
3. Participate in the deliberations of the Regional Environmental Review Committee when it deals with projects in the Sahtu settlement area	SSI nominee	complete
4. Terminate Regional Environmental Review Committee	NAP	complete

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**Planning Assumptions:**

The Sahtu Secretariat Incorporated will pay all costs of the SSI nominee to attend meetings of the Regional Environmental Review Committee when it deals with projects in the Sahtu settlement area.

**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 Secretariat Incorporated (SSI)

**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

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Notify the Sahtu Secretariat Incorporated of any proposed policy or legislation with respect to Sahtu heritage resources in the Mackenzie Valley; provide the SSI with a reasonable period of time to prepare its views on the matter; and provide the SSI with an opportunity to present its views	Government	as required
2. Review the proposal and present views to government	SSI	within period provided
3. Give full and fair consideration to the views presented	Government	

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

**Project Manager:** Developer

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**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

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

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

**Project Manager:** Department of Indian and Northern Affairs (DIAND) Government of the Northwest Territories (GNWT) — Department of Aboriginal Affairs and Intergovernmental Relations (DAAIR), Affected government departments

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**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

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ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
(in sequence)		
1. Advise federal and territorial departments of the provision in 26.2.2 that the SSI be actively involved in the conversation and management of Sahtu heritage resources, consistent with the maintenance of the integrity of public archives and national and territorial heritage resources collections	DIAND, DAAIR	on-going
2. Discuss with the SSI how clause 26.2.2 might be fulfilled within existing resources and mandates	Appropriate federal and territorial departments	

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**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 Secretariat Incorporated (SSI)

**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

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Notify the SSI 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 SSI with a reasonable period of time to prepare its views on the matter; and provide the SSI with an opportunity to present its views	Government	as required
2. Review the proposal and present views to government	SSI	within period provided
3. Give full and fair consideration to the views presented	Government	
4. Provide the SSI 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	

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**Planning Assumptions:**

- The SSI 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 Secretariat Incorporated (SSI), Government of the Northwest Territories (GNWT) - Prince of Wales Northern Heritage Centre (PWNHC), Canadian Heritage - Parks Canada Agency (PCA)

**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)

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Receive application for land use permit	Land and Water Board	as required
2. Forward application to the SSI 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 SSI with a reasonable period of time to prepare views on the matter	Land and Water Board	
3. Provide views regarding the land use application	SSI, appropriate government agencies	within period provided
4. Consider advice when making a decision on the application	Land and Water Board	

**Planning Assumptions:**

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

The Prince of Wales Northern Heritage Centre and Canadian Heritage 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.

**Project 26 - 6:** Issuance of archaeologists permits

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

**Participant/Liaison:** Sahtu Secretariat Incorporated (SSI)

**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 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 SSI 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 SSI with a reasonable period of time to prepare its views on the matter; and provide the SSI with an opportunity to present its views	PWNHC	as required
2. Review the proposal and present views to the PWNHC	SSI	
3. Give full and fair consideration to the views presented	PWNHC	
4. Finalize terms and conditions to be attached to PWNHC a permit		
5. Issue permit	PWNHC	
6. Provide the SSI of a copy of each permit issued for its information	PWNHC	

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 Secretariat Incorporated (SSI), Canada

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

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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	SSI	as required
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 exists 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 exists, PWNHC, SSI, Canada make efforts to repatriate such artifacts and records		

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Planning Assumptions:

The SSI may identify facilities which may appropriately house such artifacts and records.  
The SSI 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 Secretariat Incorporated (SSI)

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 SSI during the development of management or work plans advising on the nature and extent of the preferential hiring provisions proposed; provide the SSI with a reasonable period of time to prepare its views on the matter; and provide the SSI with an opportunity to present its views.	government	as required
2. Review proposal and present views to government	SSI	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	

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 Secretariat Incorporated (SSI)

**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 Government 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		as required
2. Provide a draft of the information to the SSI  t for its review and comment; and provide the SSI with a reasonable period of time to prepare and present its views	Government	within period provided
3. Review proposal and present view to government	SSI	
4. Consider the views presented	Government	
5. If practicable, provide the SSI with a copy or a Government text		

**Planning Assumptions:**

Regarding activity 5, it is assumed that the SSI 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 (i.e. billboard, mural, plaque, etc.) the SSI 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 Secretariat Incorporated (SSI), Canada

**Obligations Addressed:**

26.3.1 The participants have traditionally referred to certain lakes, rivers, mountains and other geographical 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.

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Request a review of an official name of a geographic feature	SSI	as required
2. Review request in accordance with policies and procedures	GNWT	
3. Conduct local consultation	GNWT	
4. Make a decision and, if favourable, 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	

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**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 Secretariat Incorporated (SSI), Canada

**Obligations 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.

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ACTIVITIES	RESPONSIBILITY	TIMING GUIDELINES
(in sequence)		
1. Notify the SSI of any proposed new name or proposed place name within the settlement area; provide the SSI with a reasonable period of time to prepare its views on the matter; and provide the SSI with an opportunity to present its views	GNWT	as required
2. Review the proposal and present views to the proponent	SSI	within period provided
3. Give full and fair consideration to the views presented	GNWT	

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**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 Secretariat Incorporated (SSI)

Participant/Liaison: Canadian Heritage (CH) - Parks Canada Agency (PCA), 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		complete
-2 members	-SSI	
-1 member -	-PCA	
1 member	-ECE	
2. Select Chairperson	Nominees to Joint working group	complete
3. Develop work plan, including the identification of Sahtu heritage places and sites other than those listed in 26.4.3	Joint working group	complete
4. Consider and make recommendations to the appropriate Minister or government agency and to the SSI with respect to the Sahtu heritage places and sites identified in the work plan	Appropriate Minister	complete
5. Give full consideration to the recommendations of the joint working group	Appropriate Agencies	complete
6. If recommendations are accepted, implement within existing budgets and fiscal restraints		



Planning Assumption:

- 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.

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 Secretariat Incorporated (SSI)

Obligation Addressed:

26.2.4 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.

26.2.5 Review of land use permit applications

26.2.6 Consult prior to issuing archaeologists permits

26.2.8 Consult with the SSI regarding preferential hiring

26.2.9 Give appropriate recognition to the culture and history of the participants in public information material

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Consult with the SSI as required and perform other activities to meet the obligations summarized above	ECE	as required

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**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 Secretariat Incorporated (SSI)

**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. Consult SSI prior to development or finalization of the Surface Rights Board legislation	NAP	as required
2. Drafting of legislation	Canada	as required
3. Passage of legislation	Canada	as required
4. Establish the Board by: appointing Board members preparing budget	DIAND	after passage of legislation enacting the Board
5. Establish administrative procedures and operations consistent with 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
6. Develop regulations under the surface rights legislation	NAP	within 1 year of legislation enacting the Board
7. Administer the surface rights legislation	The Board	on-going

**Legislative/Regulatory Amendments:**

passage of legislation establishing Surface Rights Board  
during consultation process identify if any consequential amendments are required.

**Funding:**

Funding of the Surface Rights Board will be 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 funding 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.

Initially, the Board will have a membership of three.

**Project 27 - 2:** Interim measures until establishment of Surface Rights Board

**Obligation Addressed:**

In the event that surface rights legislation is not in effect by the date of settlement legislation, any matter which is to be determined by the Surface Rights Board pursuant to this agreement shall, until such time as surface rights legislation is in effect, be determined by arbitration pursuant to chapter 6, except that where the resolution of any matter respecting the exploration, development and production of minerals is provided for in legislation, such legislation shall apply until such time as surface rights legislation comes into effect.

**Referenced Clauses:** 27.3.1

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING</b> (start/finish)
1. In the event that surface rights legislation is not in effect, any matter which is to be determined by the Surface Rights Board, pursuant to the Sahtu 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	Arbitration Panel	until surface Rights Board legislation comes into effect

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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
1. Provide legal services to departments of the GNWT on the constitutional law aspects of claim legislation and amendments of legislation	Justice	as required
2. Participate in litigation arbitration	Justice	as required
3. Provide advice to Legislative Division as required to assist in the drafting of legislation	Justice	as required
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	as required
2. Provide counsel to departments concerning required departmental legislation to ensure consistency with claim obligations	Justice	as
3. Participate in litigation and arbitration as required	Justice	as required
Legislation		
1. Draft appropriate legislation required under the agreement	Justice	as required
Land Titles Office		
1. Registration of Sahtu settlement lands	Justice: Land Titles Office	complete



**Project 29 - 2:** Implementation Secretariat of the Government of the Northwest Territories

**Project Manager:** Government of the Northwest Territories (GNWT) - Department of Aboriginal Affairs & Intergovernmental Relations (DAAIR)

**Obligations Addressed:**

Implementation Committee

**Referenced Clauses:** 29.2

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING GUIDELINES</b>
1. Maintain a claim 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	DAAIR	on-going

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**Project 29 - 3:** Training for Sahtu Dene and Metis

**Project Manager:** Designated Sahtu organization

**Obligations Addressed:**

29.1.1 (c) Employment opportunities and training needs for the participants to participate in the implementation of this agreement;

**Referenced Clauses:**

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING GUIDELINES
1. Canada will provide the Sahtu Dene and Metis Canada with a one time lump sum payment to a training fund intended to enable the Sahtu Dene and Metis to identify their training needs, to encourage the adaptation of existing training programs to the needs of the participants and, where appropriate, to supplement existing training programs to meet the participants' training needs which arise from the implementation of the Sahtu Dene and Metis agreement.	Designated Sahtu Organization	complete
2. Sahtu Dene and Metis use the training fund to meet the identified training needs	Designated Sahtu Organization	

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**Funding:**

See Annex B

**Planning Assumptions:**

The training fund provided to the Sahtu Dene and Metis to participate in the implementation of the Sahtu Dene and Metis agreement is in respect of their training needs, except for where referenced in the agreement.

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

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

**Participant/Liaison:** Sahtu, Sahtu Secretariat Incorporated (SSI), Government of the Northwest Territories (GNWT), Office of the Auditor General, Natural Resources Canada (NRCan), Renewable Resources Board, Renewable Resources Councils, Land Use Planning Board, Enrolment Board, Arbitration Panel, Environmental Impact Review Board, Land and Water Board, Surface Rights Board

**Obligations Addressed:** 3.1.10, 3.1.25, 3.1.26, 5.1.4, 29.2.3(c), 3.1.27, 3.1.28, 4.4.1, 4.4.2, 4.3, 4.5, 5.1.1, (Sahtu Agreement) 5.1.2 and 7.1, 6.2.1, 6.1.5, 6.1.7, 6.2.1(b) through 6.2.7, 6.3.9, 6.3.10, 6.4.1 8.1.1, 8.2.1, 8.2.2, 9.2.1, 9.2.2, 9.2.3, 9.2.4, 9.2.5, 9.2.6, 10.1.1, 10.1.2, 2.1.1, 19.5.3, 3.1.9, 10.1.3, 2.1.1, 12.1.2(a), 12.1.2(b), 12.1.2(c), and 12.1.2(d), 12.3.1, 17.2.7, 17.21(a), 17.3.1, 17.31(d), 17.4.1, 19.3.2, 3.1.28, 19.3.4, 19.3.3, 19.3.5, 19.1.2, 19.1.4, 19.41, 23.2.1, 23.2.2 - schedule IV - Appendix E, 19.4.1, 19.4.2, 19.4.2, 19.3.5(c), schedules IV - XVI of Appendix E, 19.5.2., 19.5.4, 19.1.2(b), 10.1.3, 20.1.11, 25.1.1(a), 25.1.1(b), 21-16, 22.1.2, 22.2.3, 22.2.1, 23.4.4, 23.5.1, 23.5.2, 23.5.3 6.3, 7.1, 24.1.5, 25.1.4, 3.1.20, 25.1.2, 25.2.2 through 25.2.1, 3.1.20, 25.3.1, 25.3.2, 25.3.3 through 25.3.19, 3.1.20, 3.1.27, 25.1.3, 25.1.5, 25.1.7 25.4.1, 25.4.2, 245.4.6, 25.4.3. through 25.4.7, 3.1.10, 3.1.27, 25.1.3, 25.1.5, 25.1.6, 26.2.2, 27.1.1, 27.1.2, 27.1.3, 27.2, 27.3.1, 3.1.9

<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING</b> (start/finish)
1. Take the actions necessary to meet the obligations in these clauses as required by the Sahtu Dene and Metis Comprehensive Land Claim Agreement and as guided by this Implementation Plan.	DIAND	various

Project: Activities of the Department of Fisheries and Oceans (DFO)

Project Manager: Department of Fisheries and Oceans (DFO)

Participant/Liaison: Renewable Resources Board (RRB), Sahtu Secretariat Incorporated (SSI), Renewable Resources Councils (RRCs)

Obligations Addressed: 13.3.1, 13.6.1, 13.6.2, 13.6.6, 13.7.3(a), 13.7.3(b), 13.7.3(d), 13.8.1, 13.8.3, (Sahtu Agreement) 13.8.4, 13.8.5, 13.8.6, 13.8.7, 13.8.9, schedule III to chapter 13.10.1, 13.8.37, 13.8.37, 13.8.40

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Take the actions necessary to meet the obligations in these clauses as required by the Sahtu Dene and Metis Comprehensive Land Claim Agreement and as guided by this Implementation Plan.	DFO	after settlement legislation

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**Project:** Activities of the Department of Environment - Canadian Wildlife Services (CWS)

**Project Manager:** Department of Environment - Canadian Wildlife Services (CWS)

**Participant/Liaison:** Renewable Resources Board (RRB), Department of Foreign Affairs, Sahtu Secretariat Incorporated (SSI), Government of the Northwest Territories (GNWT), Renewable Resources Councils (RRCs)

**Obligations Addressed:** 13.3.1, 13.5.14(b), 13.5.14(b)(i), 13.6.2, 13.6.5, 13.6.6, 13.6.7, 13.8.1, 13.8.3, 13.8.4, 13.8.5, 13.8.6, 13.8.7, 13.8.9, schedule III to chapter 13, 13.8.23, 13.8.32, 13.8.37, 13.8.40, 13.10.1

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<b>ACTIVITIES</b> (in sequence)	<b>RESPONSIBILITY</b>	<b>TIMING</b> (start/finish)
1. Take the actions necessary to meet the obligations in these clauses as required by the Sahtu Dene and Metis Comprehensive Land Claim Agreement and as guided by this Implementation Plan.	Department of Environment - CWS	after settlement legislation

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Project: Activities of Natural Resources Canada (NRCan)

Project Manager: Natural Resources Canada (NRCan)

Participant/Liaison: Department of Indian Affairs and Northern Development (DIAND), Sahtu Secretariat Incorporated (SSI)

Obligations Addressed: 7.1, 19.1.2, 19.1.4, 19.3.5, 19.3.5(c), schedules IV and XVI of Appendix E, 19.4.1 (Sahtu Agreement) 19.4.2, 23.2.1, 23.2.2, schedules I - V of Appendix E, 24.1.4 through 24.1.19

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Take the actions necessary to meet the obligations in these clauses as required by the Sahtu Dene and Metis Comprehensive Land Claim Agreement and as guided by this Implementation Plan.	NRCan	after settlement legislation

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Project: Activities of the Department of Heritage Canada - Parks Canada Agency (PCA)

Project Manager: Heritage Canada - Parks Canada Agency (PCA)

Participant/Liaison: Sahtu Secretariat Incorporated (SSI), Government of the Northwest Territories (GNWT),  
Renewable Resources Board (RRB)

Obligations Addressed: 2.1.1(definition of "protected area"), 16.1, 16.2, 16.3, 16.4, 16.5,16.6, 16.7, 16.1.7,  
(Sahtu Agreement) 16.8.1, 16.8.2, chapter 16, 17.3, 26.4.1, 26.4.2, 26.4.3, 26.4.4

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ACTIVITIES (in sequence)	RESPONSIBILITY	TIMING (start/finish)
1. Take the actions necessary to meet the obligations in these clauses as required by the Sahtu Dene and Metis Comprehensive Land Claim Agreement and as guided by this Implementation Plan.	Heritage Canada — Parks Canada Agency	after settlement legislation

## 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 next planning period. Each Board and Committee listed will fulfill its duties within the budget identified.

Subject to appropriation by Parliament, Canada will provide funding according to the following schedule:

<b>2004 CONSTANT DOLLARS</b>	<b>2004-05*</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
ARBITRATION BOARD	24,615	29,715	29,715	29,715	29,715
RENEWABLE RESOURCES BOARD	534,528	691,856	691,856	691,856	691,856
SETTLEMENT AREA HARVEST STUDY	50,000	100,000	50,000	0	0
LAND USE PLANNING BOARD	245,982	318,385	318,385	318,385	318,385
LAND AND WATER BOARD	650,827	842,388	842,388	842,388	842,388
<b>TOTAL</b>	<b>1,505,952</b>	<b>1,982,344</b>	<b>1,932,344</b>	<b>1,882,344</b>	<b>1,882,344</b>

\* The year 2004/2005 consists of funding from June 23 2004 to March 31 2005.

<b>2004 CONSTANT DOLLARS</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
ARBITRATION BOARD	29,715	29,715	29,715	29,715	29,715
RENEWABLE RESOURCES BOARD	691,856	691,856	691,856	691,856	691,856
-SETTLEMENT AREA HARVEST STUDY	0	0	0	0	0
LAND USE PLANNING BOARD	318,385	318,385	318,385	318,385	318,385
LAND AND WATER BOARD	842,388	842,388	842,388	842,388	842,388
<b>TOTAL</b>	<b>1,882,344</b>	<b>1,882,344</b>	<b>1,882,344</b>	<b>1,882,344</b>	<b>1,882,344</b>

**PART 2. MACKENZIE VALLEY ENVIRONMENTAL IMPACT REVIEW BOARD:**

The obligation to create the Mackenzie Valley Environmental Impact Review Board (MVEIRB) is set out in the Gwich'in Comprehensive Land Claim Agreement, referenced in the Sahtu Comprehensive Land Claim Agreement (Chapters 24 and 25, respectively) and implemented by the *Mackenzie Valley Resource Management Act*. The base funding amounts identified hereunder represent the implementation funding for the MVEIRB to fulfill its duties as identified in the Gwich'in and Sahtu agreements and to other aboriginal groups within the Mackenzie Valley. This funding was negotiated in the Gwich'in Implementation Plan renewal in 2002. A similar reference to the identification of funding to the MVEIRB will be made within implementation plans for other claimant groups within the Mackenzie Valley once their claims have been settled if required.

Subject to appropriation by Parliament, Canada will provide base funding according to the following schedule: **2002**

**CONSTANT DOLLARS**

	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>TOTAL</b>
MVEIRB	2,232,700	2,232,700	2,232,700	2,232,700	2,232,700	11,163,500

**2002 CONSTANT DOLLARS**

	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>TOTAL</b>
MVEIRB	2,232,700	2,232,700	2,232,700	2,232,700	2,232,700	11,163,500

**PART 3. SAHTU SECRETARIAT INCORPORATED:**

The parties agree that the annual sums identified hereunder represent Canada's contribution to the Sahtu Secretariat Incorporated to assist it in the fulfilment 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 fulfilment of any obligations pursuant to the Sahtu Dene and Metis agreement.

Subject to appropriation by Parliament, Canada will provide funding according to the following schedule:

<b>2004 CONSTANT DOLLARS</b>	<b>2004-05*</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
SAHTU SECRETARIAT INCORPORATED	397,889	515,000	515,000	515,000	515,000
RENEWABLE RESOURCES COUNCILS	251,095	325,000	325,000	325,000	325,000

\* The year 2004/2005 consists of funding from June 23 2004 to March 31 2005.

<b>2004 CONSTANT DOLLARS</b>	<b>2009-10*</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
SAHTU SECRETARIAT INCORPORATED	515,000	515,000	515,000	515,000	515,000
RENEWABLE RESOURCES COUNCILS	325,000	325,000	325,000	325,000	325,000

Part 4. 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 fulfilment of its implementation activities as described in this Plan.

Subject to appropriation by Parliament, Canada will provide funding according to the following schedule:

2004 CONSTANT DOLLARS	2004-05*	2005-06	2006-07	2007-08	2008-09
GOVERNMENT OF THE NORTHWEST TERRITORIES	226,493	293,156	293,156	293,156	293,156
The year 2004/2005 consists of funding from June 23 2004 to Match 31 2005.					
2004 CONSTANT DOLLARS	2009-10	2010-11	2011-12	2012-13	2013-14
GOVERNMENT OF THE NORTHWEST TERRITORIES	293,156	293,156	293,156	293,156	293,156

PART 5. ANNUAL ADJUSTMENT

The financial payments identified above in paragraphs 1, 2, 3 and 4 will be adjusted annually based on the following formula:

Calculation of Base Funding Amounts, Adjustment Factors and Net Transfer Amounts1. Annual Calculation of Transfer Amounts Base

*Funding Amount (BEA)*

The Base Funding Amount (BFA) for a fiscal year is equal to the previous fiscal year Base Funding Amount, multiplied by the "Annual Price Adjustment Factor".

*Annual Price Adjustment Factor (APAF)*<sup>2</sup>

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"Base Funding Amount" for any fiscal year means the amount payable by Government to the recipients identified above in sections 1, 2, 3, and 4, adjusted for a fiscal year under this Implementation Plan.

- "Annual Price Adjustment Factor" means, for a calendar year, FDDIPI for the second quarter of that calendar year divided by FDDIPI for the second quarter of the year immediately preceding that calendar year, using the data first published by Statistics Canada following the end of the second quarter of that latter calendar year.

The Annual Price Adjustment Factor (APAF) to be applied for a fiscal year is equal to the quotient obtained by taking the Final Domestic Demand Implicit Price Index (FDDIPI)<sup>3</sup>, for the second quarter of the calendar year immediately preceding the calendar year in which the new fiscal year for which the adjustment is being made begins, and dividing it by the FDDIPI for the second quarter of the calendar year prior to the immediately preceding year.

The FDDIPI values used to calculate the Annual Price Adjustment Factor which is to be applied to determine the Base Funding Amount for a particular fiscal year will be the FDDIPI published by Statistics Canada immediately following the end of the second quarter of the calendar year immediately preceding the calendar year in which the particular fiscal year commences. In the event that there is a delay in publishing the second quarter statistics, then the Annual Price Adjustment Factor from the previous year, or an estimate as otherwise agreed by the Implementation Committee, may be used until the statistics are available, and any subsequent adjustments will be made prior to the disbursement of the next scheduled payment.

New fiscal year Base Funding Amount (BFA) = previous year Base Funding Amount multiplied by the Annual Price Adjustment Factor (APAF), or

$$BFA_y = \text{previous year BFA} \times \text{APAF}$$

where:

$$\text{APAF} = \text{FDDIPI}_{2Q_{y-1}} / \text{FDDIPI}_{2Q_{y-2}}$$
 and

where:

$\text{FDDIPI}_{2Q_{y-1}}$  is the first published value of FDDIPI for the second quarter of the calendar year immediately preceding the calendar year in which the new fiscal year begins; and

$\text{FDDIPI}_{2Q_{y-2}}$  is the value of FDDIPI for the second quarter of the calendar year prior to that immediately preceding (y-1) calendar year, which is published in the same publication and at the same time as the FDDIPI value used for 2Qy-1.

Once an Annual Price Adjustment Factor has been calculated, the result shall be final and shall not be subject to revisions, unless otherwise agreed by the Parties. For greater certainty, subsequent revisions, rebasing or other changes to FDDIPI figures used to calculate the Annual Price Adjustment Factor for fiscal years of this agreement shall not result in adjustments to the Annual Price Adjustment Factor for previous fiscal years.

<sup>3</sup> "FDDIPI" as used in this Implementation Plan, refers to the *Canada Final Domestic Demand Implicit Price Index* as published regularly by Statistics Canada for the second quarter, on or about August 29 of each year, in CANSIM II Table 380-0003, Series D100466, and printed in Catalogue Number 13-001, matrix 10512, labelled as "Canada Implicit price index; Final Domestic Demand," or any successor publication

## **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 Secretariat Incorporated

The Sahtu Secretariat Incorporated 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 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 Secretariat Incorporated announcement. A national federal communiqué will be issued on the proclamation of settlement legislation.

Relevant communiqués will be drafted jointly by the parties. For example, government and the Sahtu Secretariat Incorporated 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 service announcements or paid advertisements may be 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 Secretariat Incorporated 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 Secretariat Incorporated shall continue to designate a senior representative to the Implementation Committee for a second planning period.
2. The Implementation Committee will act in conformity with the Sahtu Dene and Metis Comprehensive Land Claim Agreement (SDMCLCA) and will be guided by the Implementation Plan.
3. The Implementation Committee shall operate on a consensus basis and shall keep a record of the issues discussed and 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 submit an annual report, pursuant to 29.2.3(e) of the SDMCLCA. Canada shall be responsible for publishing the annual report.

**ROLES AND RESPONSIBILITIES**

6. In addition to the functions described in 29.2.3 of the SDMCLCA, the Implementation Committee shall:
  - a) make recommendations respecting the implementation of the SDMCLCA; and
  - b) pursuant to paragraph 10, determine when obligations have been fulfilled.
7. The committee shall meet three times a year, unless otherwise agreed.
8. The Implementation Committee will fulfill its ongoing responsibility to oversee, direct and monitor the implementation of the SDMCLCA by:
  - a) reviewing the annual workplans and interim activity reports of the implementing bodies (Sahtu Arbitration Panel, Sahtu Land and Water Board, Sahtu Renewable Resources Board, Sahtu Land Use Planning Board, Sahtu Secretariat Incorporated and Government of the Northwest Territories); and
  - b) soliciting periodic activity reports, if required, from the parties which will indicate the status of implementation activities undertaken to date and a projection of the action that will be taken by the end of each fiscal year.;
  - c) communicating with the parties with respect to action that could be taken to facilitate implementation; and
  - d) communicating with an implementing body and/or the implementing body's appropriate Minister responsible with respect to any action that could be taken to facilitate implementation.
9. When an issue has been raised by one of the parties to the Implementation Committee and the Implementation Committee determines a meeting between the respective parties is required to resolve the issue, the Implementation Committee will facilitate a meeting of the relevant parties to resolve the issue.

10. The Implementation Committee will determine from time to time when an obligation has been fulfilled. To determine whether an obligation has been fulfilled, the Implementation Committee shall review activity reports as follows:
  - a) activities will be fulfilled when the activity described in the Implementation Plan has been completed.
  - b) activities will be reviewed annually by the Implementation Committee which will determine the status of the obligations.
11. The Implementation Committee may revise the Activity Sheets, reallocate resources, or amend the Implementation Plan following consultations with the agencies or parties affected. Reallocation of funding by the Implementation Committee may be done only with respect to the allocation of funds as set out in Annex B.
12. The reallocation of funds under section 11 will be considered upon receipt of a request from any party and will be approved only if there is persuasive evidence that:
  - a) the implementing body seeking the reallocation cannot carry out all its functions, in a professional manner, without additional funds;
  - b) one (or more) implementing body could carry out all of its functions, in a professional manner, even with the removal of such an amount of funds from its budget; and
  - c) funds will not be reallocated without all affected implementing bodies being given reasonable notice, reasons for the requested reallocation, disclosure of any appropriate materials, and an adequate opportunity to address all relevant matters.
13. Should the Implementation Committee make a decision that requires resources additional to those identified in the Implementation Plan, the Implementation Committee shall recommend that additional resources be provided. Upon review, Canada retains the right to accept, modify, or reject any recommendations for additional resources. Canada will provide a response to a recommendation for additional resources to the parties.

#### **ANNUAL REPORT**

14. Among other things, the annual report will identify:
  - a) activities that have been completed, as determined pursuant to section 10;
  - b) a description of the activities performed by the parties and implementing bodies;
  - c) a summary of appropriate decisions made by the Implementation Committee with respect to the implementation of the SDMCLCA, and any amendments to the Implementation Plan as agreed; and,
  - d) if required, any outstanding implementation issues by each party.

**REVIEW AND RENEWAL OF THE IMPLEMENTATION PLAN**

15. Prior to the end of the second planning period, and no later than April 2012, the Implementation Committee will initiate and complete a full review of the Implementation Plan.
16. Following the completion of the full review and no later than April 2013, the Implementation Committee will make recommendations to the parties respecting the continued implementation of the SDMCLCA.
17. Each party shall be responsible for the costs of the participation of its representatives in any reviews and renewals.

**Mediation**

18. Unless otherwise agreed, as a first step, the Implementation Committee will attempt to resolve any outstanding implementation issue(s) which arise through discussion and negotiation.
19. If the outstanding implementation issues(s) can not be resolved through further discussion and negotiation, the Implementation Committee may use mediation as a next step, and if agreed, will enter into discussions on the appointment of a mediator.
20. Once the mediator is appointed by the members of the Implementation Committee, the mediator shall, without delay, consult with the parties to dispute and arrange for the commencement of the mediation.
21. The mediation shall be concluded within a period of four hours from its commencement unless the parties to the dispute and the mediator agree to an extension.
22. All costs of mediating a dispute, including the remuneration and expenses of the mediator, but excluding the costs incurred by the parties to the dispute, shall be shared equally among the parties to the dispute, unless provided otherwise in the SDMCLCA. Each party to the dispute is responsible for the costs incurred by it.
23. Upon termination of the mediation proceedings, the mediator shall submit a non-binding mediation report to the parties to the dispute, including the degree to which the parties to the dispute reached an agreement.
24. The Implementation Committee will decide on how to proceed within a reasonable period of time following receipt of the non-binding mediation report.

