

**Northwest Territory
Metis Nation**

206 McDougal Road
P.O. Box 720, Fort Smith, NT, X0E 0P0
Phone (867) 872-2770
Fax: (867) 872-2772

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MACKENZIE VALLEY
ENVIRONMENTAL IMPACT
REVIEW BOARD

*JP/2***Fax****To:** Louie Azzolini, EAO – MVEIRB**From:** Jason E. Lepine – IMA Coordinator**Fax:** 867-786-7074**Pages:** 15 + fax cover sheet**Phone:****Date:** January 20, 2003**Re:** De Beers' Snap Lake EA**CC:** List on last page of letter

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Letter attached**

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NORTHWEST TERRITORY MÉTIS NATION.

January 20, 2003

VIA FACSIMILE

Louie Azzolini
Environmental Assessment Officer
Mackenzie Valley Environmental Impact Review Board
Box 938
YELLOWKNIFE, NT X1A 2N7

Dear Mr. Azzolini,

Environmental Assessment Concerns – De Beers' Snap Lake Diamond Project.

The Northwest Territory Métis Nation (NWTMN), formerly known as the South Slave Métis Tribal Council, would like to file the following concerns with the Mackenzie Valley Environmental Impact Review Board (MVEIRB) public registry. The concerns pertain to the De Beers' Snap Lake Diamond Project – Environmental Assessment (EA).

1.) Lack of Consultation

The EA – Terms of Reference (Section: 2.2.1) lists Fort Resolution as one community that should be consulted "*as a minimum*". In addition, the EA - ToR (Section: 2.2.1) also makes a distinctive reference to Métis as a group that should be consulted.

A review of our documentation and De Beers' own EAR submission (De Beers' EAR Section 4) would indicate that there has been very little communication/consultation with the Fort Resolution Métis Council (FRMC). Unfortunately, it is likely that De Beers' did not realize that the FRMC does not currently possess the administrative capacity to effectively engage in any discussion pertaining to the Snap Lake Diamond Project.

Should effective consultation with the FRMC through the NWTMN have taken place, De Beers' would have quickly realized that the Snap Lake Diamond Project lies within what is accepted as traditional Métis Territory. Since the NWTMN claim and traditional territory is the collective aspirations and rights of all South Slave Métis, the NWTMN would assume a lead role in the representation of South Slave Métis interests in regards to this development.

- The NWTMN requests that the MVEIRB direct De Beers' to conform to the ToR and begin consultation with the NWTMN.

2) Disregard for the Interim Measures Agreement.

The NWTMN has recently signed an Interim Measures Agreement (IMA) with both the Government of Canada and the Government of the NWT. Section 3.1.A of the Métis IMA reads: *Canada and the GNWT will, without undue delay, notify in writing the SSMTC of any accepted applications for Activities within the Agreement Area, or any Activities outside the Agreement Area that could have an adverse effect on South Slave Métis interests in the Agreement Area.*

The De Beers' Snap Lake Diamond Project is a development that is clearly in the watershed of the East Arm of Great Slave Lake. Any adverse affects on this watershed will impact the lands and water within our IMA area. I have attached a copy of our IMA for your reference.

- The NWTMN requests that the MVEIRB assign full participation status to the NWTMN.

3.) Absence of an Impact Benefits Agreement

Given the potential impacts on the lifestyles of the Métis from Fort Resolution, and therefore collectively the entire NWTMN beneficiary population, the NWTMN did write to De Beers' urging them to begin discussions on negotiating an IBA that will help mitigate the impacts of the Snap Lake Diamond Project (R. Tordiff - April 11 & July 18, 2002).

In their response De Beers' declined this invitation and noted that their research and studies indicated there would be no impact to the aboriginal interests of the South Slave Métis (J. McConnell – August 15, 2002). The very fact that NWTMN beneficiaries continue to use the area around Snap Lake, as their ancestors have, indicates that even the smallest impact will likely cause some change in how this traditional territory is used.

- The NWTMN would welcome any opportunity to review the research and study materials collected by De Beers' that form the foundation for the above noted corporate response.

4.) No participation in discussions on Economic & Employment Opportunities

The community of Fort Resolution currently has little industrial or commercial economic activity. As a Snap Lake participant Fort Resolution Métis, represented by the NWTMN, could have enjoyed some of the economic opportunities that will be available to other primary communities. Unfortunately, in the absence of participation it is likely that the community will realize little benefits from the development of the NWT's third diamond mine.

- The NWTMN would urge the MVEIRB to direct De Beers' to make every effort to include South Slave Métis in understanding and participating in the economic opportunities that may come available.

The NWTMN would welcome an opportunity to discuss these matters further. In addition, any direction given to De Beers' by the MVEIRB regarding the above noted issues would be greatly appreciated.

It is not the intent of the NWTMN to completely reject any development at Snap Lake. But prior to any form of consent, all parties involved do have a responsibility to insure that future impacts are properly discussed and any resulting issues resolved.

I look forward to your favourable reply.

Sincerely,




Jason E. Lepine
IMA Coordinator

CC: Executive and Board – NWTMN
Fort Resolution Métis Council
Fort Smith Métis Council
Hay River Métis Council
Negotiations Secretariat – NWTMN
Legal Council – NWTMN
John McConnell, VP - De Beers' NWT Projects
Bob Overvold, Regional Director General - DIAND

Attachments

Canada


SOUTH SLAVE MÉTIS TRIBAL COUNCIL



**INTERIM MEASURES AGREEMENT
ENTENTE RELATIVE À DES MESURES PROVISOIRES**

BETWEEN: / ENTRE :

**SOUTH SLAVE MÉTIS TRIBAL COUNCIL
ENTENTE RELATIVE À DES MESURES PROVISOIRES**

- AND / ET -

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
LE CONSEIL TRIBAL DES MÉTIS DE SOUTH SLAVE**

- AND / ET -

**GOVERNMENT OF THE NORTHWEST TERRITORIES
LE GOUVERNEMENT DES TERRITOIRES DU NORD-OUEST**

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BACKGROUND:

- A. The South Slave Métis, who reside predominantly along the Slave River and in the area of Great Slave Lake, ratified the *South Slave Métis Nation Declaration* on July 24, 2000;
- B. *Aboriginal Self-Government - the Government of Canada's Approach to the Implementation of the Inherent Right and the Negotiation of Aboriginal Self-Government* states in part that "the Aboriginal peoples of Canada have the right to govern themselves in relation to matters that are internal to their communities, integral to their unique cultures, identities, traditions, languages and institutions, and with respect to their special relationship to their land and their resources";
- C. The South Slave Métis wish to maintain a respectful and cooperative relationship in the tradition of their Elders with respect to the land and resources that they and the Akaitcho First Nations both use;
- D. The South Slave Métis assert that lands and resources within the Interim Measures Agreement Area are of fundamental importance for the protection of the social, cultural and economic well-being of themselves and their communities;
- E. The Parties signed the *South Slave Métis Framework Agreement* on August 29th, 1996, to guide negotiations under the South Slave Métis Process for the purpose of governing the conduct of negotiations to reach an Agreement-in-Principle. The Parties are currently negotiating an Agreement-in-Principle. Paragraph 2.4 of the *South Slave Métis Framework Agreement* provides that "The Parties, in the course of these negotiations, will discuss measures to protect the integrity of provisions of an Agreement-in-Principle, in particular those provisions relating to land".

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THE PARTIES AGREE AS FOLLOWS:**1. ACKNOWLEDGMENTS**

In concluding this Interim Measures Agreement (hereinafter the "Agreement"), the Parties acknowledge the following principles that are foundations of the Agreement:

- 1.1 The Parties acknowledge that the Agreement is necessary in order to advance negotiations and to protect the integrity of the provisions now being negotiated to achieve an Agreement in Principle.
- 1.2 The Agreement Area, in which the pre-screening process will take place, is both described in writing and is depicted by a line on a map at Appendix 1. The description and the map form part of the Agreement. The description and the map at Appendix 1 are for administrative purposes only in connection with the Agreement.
- 1.3 Canada and the SSMTC will enter into discussions concerning the provision of funding to the SSMTC to implement the Agreement.

2. PURPOSE OF THE AGREEMENT

- 2.1 This Agreement sets up a process whereby the SSMTC will pre-screen applications for activities described in Section 4 of the Agreement ("Activity" or "Activities"), including licences, permits and leases relating to the occupation, use and disposition of lands and resources provided for by statutes and regulations of Canada and the GNWT, pending the negotiation of these matters under the South Slave Métis Process.
- 2.2 The SSMTC will be consulted in matters related to heritage resources in the context of land and resource management.

3. PRE-SCREENING PROCESS

- 3.1 The pre-screening process, more fully described in the Schedules, will work as follows:
 - a) Canada and the GNWT will, without undue delay, notify in writing the SSMTC of any accepted applications for Activities within the Agreement Area, or any Activities outside the Agreement Area that could have an adverse effect on South Slave Métis interests in the Agreement Area;
 - b) Canada and the GNWT will make available to the SSMTC any information in their possession necessary to assist the SSMTC to inform itself, review, assess and respond to the application being pre-screened, unless Canada or the GNWT is prevented by law from so doing;

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- c) The SSMTC may undertake community consultations, and commission its own studies to assess the impact of the Activity by applying to the Interim Resource Management Assistance Program or successor program;
 - d) Canada and the GNWT will make their staff available to discuss the application and to meet with the SSMTC if necessary;
 - e) The SSMTC will base their response in relation to one or more of the following grounds:
 - I. environmental impacts;
 - II. socio-economic impacts;
 - III. impacts on heritage resources; and
 - IV. any other reasonable grounds they deem relevant.
 - f) A response by the SSMTC may address the South Slave Métis' interests in 3.1 (e) by:
 - I. providing available information on these interests;
 - II. proposing a course of action that will address these interests;
 - III. if necessary, providing suggestions for modifying the Activity; and
 - IV. proposing mitigative measures; or
 - V. recommending that the Activity not proceed.
 - g) In the event the SSMTC is unable to complete a pre-screening within the time frame specified in the Schedule, the SSMTC may apply in writing to either Canada or the GNWT as the case may be for a time extension, which request will not be unreasonably denied.
- 3.2 Following the response by the SSMTC, reasonable and fair consideration will be given to all information provided in the SSMTC response.
- 3.3 Written notification of the decision made by Canada or the GNWT, after the SSMTC response concerning the Activity has been taken into account, will be provided in a timely fashion.
- 3.4 Each party will treat all information provided by another party with confidentiality pending negotiation of the Protocol in Section 5.3, and will use that information only for purposes of the decision or assessment of the Activity in question.

4. ACTIVITIES COVERED BY THE AGREEMENT

- 4.1 Once the corresponding Schedules are signed, the following Activities of Canada will be subject to the pre-screening process:

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- a) Land Use Permits;
- b) Water Licences;
- c) Disposition of the surface of Crown lands, except for the disposal of surplus Crown lands pursuant to the *Federal Real Property Act*;
- d) Parks and Protected Areas; and
- c) Such other Activities as the Parties may agree.

4.2 Once the corresponding Schedules are signed, the following Activities of the GNWT will be subject to the pre-screening process:

- a) Disposition of Commissioner's Lands;
- b) Forest Management;
- c) Tourism Establishments and Outfitter Operations;
- d) Parks and Protected Areas; and
- e) Such other Activities as the Parties may agree.

4.3 Canada and the GNWT will consult the SSMTC before proposing any amendments to legislation and regulations that may adversely affect the implementation of the Agreement or the Agreement itself.

5. SCHEDULES

5.1 Following the execution of the Agreement, the Parties will negotiate and, once agreement has been reached, sign Schedules. The Schedules, which will be attached as each one is signed, form part of the Agreement. The Parties will make reasonable efforts to ensure that the Schedules are not incompatible with the schedules to the Akaiicho Interim Measures Agreement, dated June 28, 2001, existing at the time each Schedule is signed. The Schedules will set out:

- a) scope and details of the permits, licenses or authorizations to be covered under 4.1 and 4.2;
- b) when Canada, GNWT or others will provide the SSMTC with copies of the application or other information, including how and what information will be provided;
- c) where the SSMTC will forward their response;

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- d) the time lines for response by the SSMTC; and
- e) how the SSMTC will be informed of any decisions taken.

- 5.2 Schedules, Protocols or both may be developed to identify and address common issues with other Aboriginal peoples.
- 5.3 A Protocol will be attached to the Agreement to address all aspects of the care and handling of traditional knowledge in relation to federal and territorial laws relating to intellectual property and confidentiality of information.

6. GENERAL

- 6.1 Nothing in the Agreement will prejudice any Aboriginal rights that may exist for South Slave Métis. Nothing in the Agreement will be construed as an implicit or explicit recognition by Canada or the GNWT of any such rights or of any legal obligations or liability of Canada or the GNWT.
- 6.2 The Agreement is without prejudice to any legal positions of the Parties, and is not legally binding nor enforceable between the Parties.
- 6.3 The Agreement is without prejudice to any positions that may be asserted by the SSMTC, Canada or the GNWT concerning the agreement area to be negotiated under the South Slave Métis Final Agreement.
- 6.4 Consultative arrangements with the South Slave Métis outside the boundaries of the map at Appendix 1 will not be prejudiced by the Agreement.
- 6.5 In the event a dispute arises between the Parties regarding the interpretation or implementation of the Agreement, the Parties will meet as soon as is practicable to review the situation and attempt to resolve the dispute.
- 6.6 The Agreement may be reviewed and amended with the written consent of the Parties.
- 6.7 The Agreement shall remain in force until the date of the execution of the Final Agreement or until negotiations are terminated by any Party, whichever first occurs. Where any Party intends to take a decision to terminate negotiations, 90 days' notice will be provided in writing and the Parties shall consult prior to the intended date of termination to determine whether matters covered by the Agreement can continue in another form, in whole or in part.
- 6.8 Following the signing of the Agreement, Canada and the SSMTC will enter into negotiations for the purpose of concluding an agreement regarding economic measures in the interim of a Final Agreement, to the extent that the Department of Indian Affairs and Northern Development has a mandate and authority to provide

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funding for economic development for Métis in the NWT.

- 6.9 The Agreement will not preclude other capacity building initiatives for the SSMTC, nor restrict the SSMTC from being eligible for programs provided by the GNWT or Canada in accordance with criteria applicable from time to time.
- 6.10 The Parties will review the effectiveness of the Agreement on an annual basis.

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APPENDIX 1**INTERIM MEASURES AGREEMENT AREA DESCRIPTION**

The Interim Measures Agreement Area does not include areas within the community boundaries of: Yellowknife, Ndilo, Dettah, and Rae-Edzo.

Commencing at:

Point A., located at the intersection of the southerly boundary of the Northwest Territories with the west bank of Little Buffalo River;

then in a northerly direction, following the said west bank of Little Buffalo River to Point B., located at the intersection of west bank of Little Buffalo River with the south east bank of Nyarling River;

then in a south westerly direction, following the said south east bank of Nyarling River to Point C., located at the intersection of the south east bank of Nyarling River with the northern limit of Wood Buffalo National Park;

then in a westerly direction, following the said northern limit of Wood Buffalo National Park to Point D., located at the north west corner of Wood Buffalo National Park;

then in a southerly direction, following the western limit of Wood Buffalo National Park to Point E., located at the intersection of the said western limit of Wood Buffalo National Park and the southerly boundary of the Northwest Territories;

then in a westerly direction, following the said southerly boundary of the Northwest Territories to Point F., located at the intersection of the southerly boundary of the Northwest Territories and the north-westerly limit of the Canadian National Railway right of way;

then in a north-easterly direction, following the said north-westerly limit of the Canadian National Railway right of way to Point G., located at the intersection of the northwesterly limit of the Canadian National Railway right of way with the westerly boundary of the block land transfer for the community of Hay River;

then in a north westerly direction, following the said westerly boundary of the block land transfer for the community of Hay River to Point H., located at the intersection of the westerly boundary of the block land transfer for the community of Hay River and the ordinary high water mark (OHWM) of Great Slave Lake;

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then in a north-westerly direction, following the said OHWM of Great Slave Lake to Point I., located at the intersection of the OHWM of Great Slave Lake with the west bank of the Kakisa River;

then in a northerly direction, following a straight line to Point J., located at the intersection of the said OHWM of Great Slave Lake located at the most southerly tip of Willow Point;

then in a north-easterly direction, following the said OHWM of Great Slave Lake to Point K., located at the intersection of the said OHWM of Great Slave Lake with the western limit of the bridge at Frank Channel;

then in an easterly direction, following the limit of the bridge to Point L., located at the intersection of the eastern side of the bridge at Frank Channel and the said OHWM of Great Slave Lake;

then in south, east, then north-easterly directions, following the said OHWM of Great Slave Lake to Point M., located at the intersection of the western OHWM of Barston River with the said OHWM of Great Slave Lake;

then in a north-westerly direction, following the said western OHWM of Barston River to Point N., located at 63°00' north and 110°15' west;

then in a northerly direction to Point P., located at 63°30' north and 110°15' west;

then in a northerly direction to Point Q., located at 64°00' north and 110°15' west;

then in a north-easterly direction to Point R., located at 64°30' north and 109°45' west;

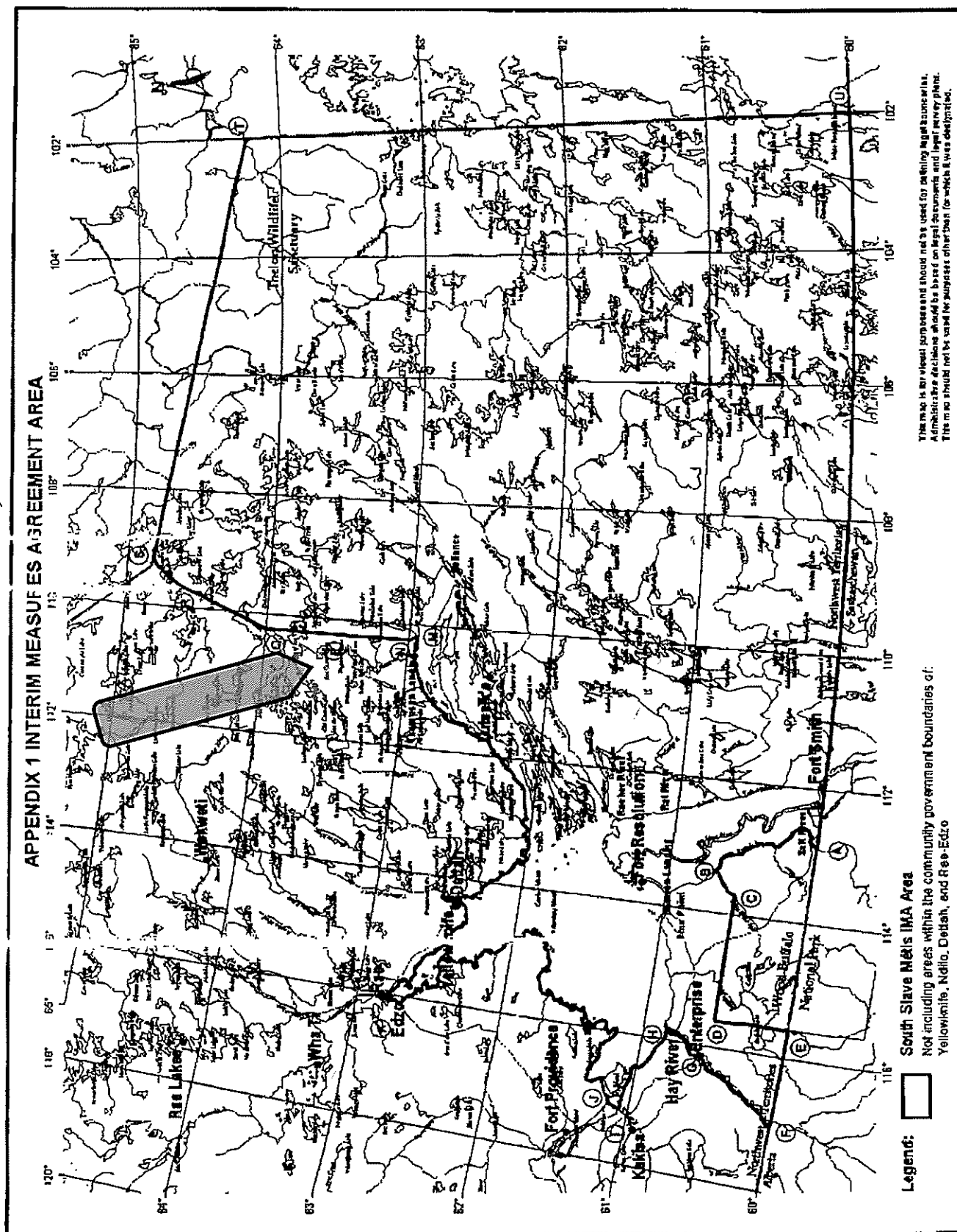
then in a north-easterly direction to Point S., located at the intersection of the west bank of Tarpon Lake with the southern boundary of Nunavut Territory;

then in an easterly direction, following the said southerly boundary of Nunavut Territory to Point T., located at the intersection of the south and west boundaries of Nunavut Territory (in Thelon Wildlife Sanctuary);

then in a southerly direction, following the said west boundary of Nunavut Territory to Point U., located at the intersection of the east boundary of Nunavut Territory with the southern boundary of the Northwest Territories;

then in a westerly direction, following the said southern boundary of the Northwest Territories to the place of commencement, Point A.

Note: The Canada Lands Survey Record plans are the official plans for the Nunavut, Northwest Territories and Alberta boundaries.




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SIGNATORIES

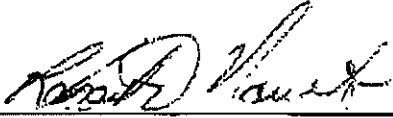
Signed at Fort Smith, Northwest Territories, this 22nd day of June, 2002.

For the South Slave Métis Tribal Council


Robert Tordiff
President

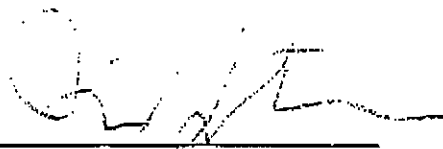

Witness

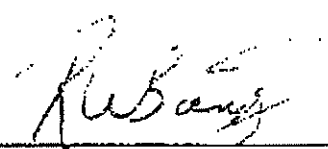
For the Government of Canada


Hon. Robert D. Nault, PC, MP
Minister of Indian Affairs and
Northern Development


Witness

For the Government of the Northwest Territories


Hon. Jim Antoine
Minister Responsible for
Aboriginal Affairs


Witness