

# Deh Cho First Nations Interim Measures Agreement



Trout River Falls. Picture courtesy of the Deh Cho First Nations

# THE DEH CHO FIRST NATIONS INTERIM MEASURES AGREEMENT

among

THE DEH CHO FIRST NATIONS  
as represented by  
the Deh Cho First Nations Grand Chief  
("Deh Cho First Nations")

and

THE GOVERNMENT OF CANADA  
as represented by  
the Minister of Indian Affairs and Northern Development  
("Canada")

and

THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
as represented by  
the Minister Responsible for Aboriginal Affairs  
("the GNWT")

WHEREAS Canada, the GNWT and the Deh Cho First Nations have agreed to negotiate agreements on land, resources and governance; and

WHEREAS Canada, the GNWT and the Deh Cho First Nations have recognized that appropriate interim measures are necessary in the Deh Cho territory in order to advance negotiations.

Now therefore the parties agree as follows:

### Definitions

1. In this Agreement,

"Agreement" means this Agreement and "the date of this Agreement" means the date on which it is signed.

"Block land transfer" means an Order in Council transferring to a territorial government the administration of surface rights of a block of land for community development.

"consultation" means

(a) providing, to the party to be consulted:

- (i) notice of the matter in sufficient form and detail to allow the party to prepare its views on the matter;
- (ii) a reasonable period for the party to prepare those views; and
- (iii) an opportunity to present those views to the party having the power or duty to consult; and

(b) considering, fully and impartially, the views so presented.

"Deh Cho First Nation" means, for the purposes of this agreement only, Liidli Koe First Nation (Fort Simpson), Deh Gah Got'ie First Nation (Fort Providence), Acho Dene Koe First Nation (Fort Liard), Hatlodehechee First Nation (Hay River Reserve), Pehdzeh Ki First Nation (Wrigley), West Point First Nation (Hay River), Tthek'edeli First Nation (Jean Marie River), Sambiaa K'e First Nation (Trout Lake), Naşahdee First Nation (Nahanni Butte), K'agee Tu First Nation (Kakisa), Fort Simpson Metis Local 52, Fort Providence Metis Local 57, or Fort Liard Metis Local 67.

“Major mining project” means a project, in the Deh Cho territory, related to the development or production of minerals, other than specified substances and oil and gas, that will employ an average of 50 persons annually for the first five years in the Deh Cho territory and for which more than \$50 million (1998\$) will be expended in capital costs.

“National Park” or “national park reserve” means lands described in the schedules to the *Canada National Parks Act*, that lie within the Deh Cho territory.

“new lodge” means a lodge under section 1 of the *Tourism Establishment Regulations* of the Northwest Territories which does not exist as of the date of this Agreement.

“new outfitter” means a licensee who is issued an outfitter licence under the *Travel and Tourism Act* or the *Wildlife Act*, of the Northwest Territories after the effective date of this Agreement, but does not include:

- (a) the renewal of a licence that was in place before the effective date of this Agreement;
- (b) the issuance of a licence pursuant to the purchase, transfer or gift of a licensed operation that was in place before the effective date of this Agreement; or
- (c) any license issued in Unit R, defined in the *Wildlife Management Units Regulations* of the Northwest Territories whether or not the license was issued before or after the effective date of this Agreement.

“new outpost camp” means an outpost camp under section 1 of the *Tourist Establishment Regulations* of the Northwest Territories which does not exist as of the date of this Agreement.

“Non-exclusive survey” means a geophysical operation that is conducted to acquire data for the purpose of sale, in whole or in part, to the public.

“Parties” means the Deh Cho First Nations, Canada and the GNWT.

### **Land Use Planning**

2. The Parties will develop a land use plan (the Plan) for the Deh Cho territory for lands outside the existing boundaries of a local government and Nahanni National Park Reserve.
3. The purpose of the Plan is to promote the social, cultural and economic well being of residents and communities in the Deh Cho territory, having regard to the interests of all Canadians.
4. Taking into consideration the principles of respect for the land, as understood and explained by the Deh Cho Elders, and sustainable development, the Plan shall provide for the conservation, development and utilization of the land, waters and other resources in the Deh Cho territory.

13. Canada will withdraw from disposal, by Order in Council, under the *Territorial Lands Act*, the lands identified in accordance with the process set out in 12.
14. With the agreement of Canada and the Deh Cho First Nations, additional lands may be withdrawn from disposal, and/or modifications made to the land withdrawals under 12, at another time, including following completion of the land use plan.
15. Lands identified under 12 to 14 may be subject to surface\sub-surface withdrawals while others may be subject to sub-surface withdrawals only.
16. The identification of lands for withdrawal shall take into account land use information compiled by the Deh Cho First Nations and the Planning Committee.
17. The identification of lands for withdrawal shall take into account potential overlap discussions between the Deh Cho First Nations and other Aboriginal people in the Northwest Territories.
18. Canada and the Deh Cho First Nations shall identify the land to be withdrawn on National Topographic Series map sheets. When the identification of the land has been agreed upon, Canada and the Deh Cho First Nations shall sign the maps to confirm that the land described is the land to be withdrawn.
19. Land withdrawn from disposal under this Agreement shall be subject to the continuing exercise of existing rights, titles, interests, entitlements, licences, permits, authorizations, reservations, reservations by notation, benefits and privileges.
20. (a) New permits may be issued on the withdrawn land under the *Territorial Quarrying Regulations* only:
  - (i) for sources of material which had been opened prior to the dates of the withdrawal orders;
  - (ii) for new sources of material required for essential community construction purposes;
  - (iii) with the consent of the Deh Cho First Nations; or
  - (iv) in cases where, in the opinion of the Minister of DIAND, no alternative source of supply is reasonably available in the surrounding area and after consultation with the Deh Cho First Nations.
- (b) No new leases may be issued on the withdrawn land under the *Territorial Quarrying Regulations*.
21. Any new permits or leases issued under 20 shall not thereafter be considered new permits or new leases for the purpose of 20.

30. The Deh Cho First Nations are invited to participate in the Lands Advisory Committee on applications within the Deh Cho territory for the sale, lease or licensing of land outside the boundaries of local governments or block land transfer areas.

### **Commissioner's Lands**

31. Sales and issuances of new leases for undeveloped Commissioner's land in the Deh Cho territory will be done in accordance with this Agreement and legislation.
32. The GNWT will not sell or issue new leases on undeveloped Commissioner's land in the Deh Cho territory, except within the Town of Hay River, without the support of the affected Deh Cho First Nation(s).
33. 32 does not apply to the renewal or assignment of existing leases of Commissioner's land.
34. Where the GNWT is considering either selling undeveloped Commissioner's land or issuing new leases on undeveloped Commissioner's land in the Deh Cho territory, the GNWT will give written notice to the affected Deh Cho First Nation(s) setting out the application for either a sale or lease as the case may be.
35. The affected Deh Cho First Nation(s), within thirty days of notice in 34, will provide written confirmation of their support or reasons for non support to the GNWT.

### **Town of Hay River**

36. (a) The GNWT will not sell or issue new leases on undeveloped Commissioner's land without the support of the affected Deh Cho First Nation(s) except in areas identified in the current Hay River General Plan, or a subsequent General Plan, as approved under the *Planning Act* of the Northwest Territories, as being required for expansion during a ten year period following the effective date of the General Plan.
- (b) In areas identified in the Hay River General Plan for expansion for the ten years following the effective date of the General Plan, the GNWT will not sell or issue new leases on undeveloped Commissioner's land without prior consultations with the affected Deh Cho First Nation(s).
37. Further to 36(a), the Town of Hay River will work co-operatively with the Deh Cho First Nations on the development of the subsequent General Plan(s) to identify areas required for town expansion.
38. The parties will explore options and identify processes for addressing overlap issues in the Town of Hay River.

### **Interim Resource Development Agreement**

44. Upon the signing of this Agreement, Canada and the Deh Cho First Nations will enter into negotiations for the purpose of concluding an agreement regarding resource development. The objective of the agreement will be to foster resource development in the Deh Cho territory and to accrue benefits from Canada to the Deh Cho First Nations in the interim of a Deh Cho Final Agreement. Subjects for negotiations may include federal resource royalties, the geographic scope of the agreement and its relation to the Deh Cho Final Agreement.

### **Mineral Impact and Benefit Agreements**

45. The parties agree to include a provision in the Deh Cho Final Agreement consistent with the following statement:

Canada shall ensure that the proponent of a major mining project that requires any authorization from Canada and that will impact on members of the Deh Cho First Nations is required to enter into negotiations with the Deh Cho First Nations for the purpose of concluding an agreement relating to the project.

46. Canada will consult with the Deh Cho First Nations on any new policy respecting mineral impact and benefit agreements. The provisions of this Agreement relating to mineral impact and benefit agreements may be amended upon completion of any new policy respecting mineral impact and benefit agreements.

### **Forest Management**

47. New forest management authorizations in the Deh Cho territory will be issued in accordance with this Agreement and legislation.
48. No new forest management authorizations will be issued on land where the surface has been withdrawn under 12 to 14. The GNWT shall exclude any annual allowable cut volumes from any areas that have been withdrawn that do not have any existing timber cutting operations.
49. As requested by the GNWT or a Deh Cho First Nation, the GNWT and the Deh Cho First Nation(s) will make best efforts to identify general areas where forest management authorizations may be issued, and the terms and conditions that will be applied to them, with the exception of scaling licences.
50. No new forest management authorizations will be issued in the Deh Cho territory without the support of the affected Deh Cho First Nation(s). The affected Deh Cho First Nation(s) will provide written confirmation of their support, or reasons for non support, to the GNWT, in the time specified by the Forest Management Supervisor.

### **Environmental Impact and Review Board**

57. The Deh Cho First Nations are invited to nominate a member for appointment to the Mackenzie Valley Environmental Impact Review Board.

### **NWT Protected Areas Strategy**

58. A Deh Cho First Nation(s) may propose protected areas for land withdrawal or permanent protection using a sponsoring government agency according to the steps approved under the NWT Protected Areas Strategy, in consultation with the Land Use Planning Committee.

### **Nahanni National Park Reserve**

59. Canada and the Deh Cho First Nations will negotiate for the purpose of reaching an interim management arrangement that takes into consideration models found in existing arrangements between Canada and Aboriginal people respecting the management of national parks.

### **Tourism**

60. Outfitter and Tourism Establishment Licences in the Deh Cho territory will be issued in accordance with this Agreement and legislation.
61. The GNWT will consult with the affected Deh Cho First Nation(s) on all license applications for proposed new outfitters, new outpost camps, or new lodges.
62. The GNWT will not issue licences for proposed
- a) new outfitters;
  - b) new outpost camps; or
  - c) new lodges

on land where the surface has been withdrawn under 12 to 14.

63. On lands where the surface has not been withdrawn, outside local community boundaries, as requested by a Deh Cho First Nation, the GNWT and the Deh Cho First Nation(s) will make best efforts to identify general areas where proposed new outfitter licenses, new outpost camps, or new lodges will be prohibited due to potential negative impact on the environment or incompatibility with the traditional use of the area.

### **Great Slave Lake Fishery**

64. The Deh Cho First Nations are invited to nominate one member to the Great Slave Lake Advisory Committee.

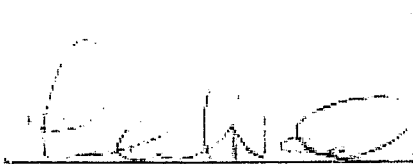


Signed at Fort Simpson, Northwest Territories, this 23<sup>rd</sup> day of May, 2001.

**For the Deh Cho First Nations**

**For Canada**

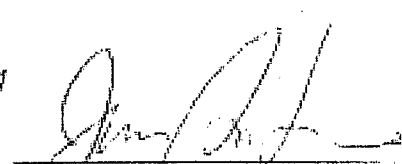
**For the GNWT**



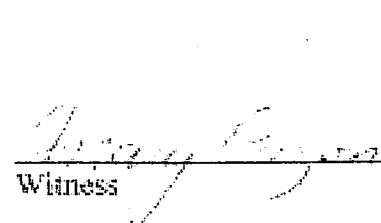
Michael Nadli  
Grand Chief



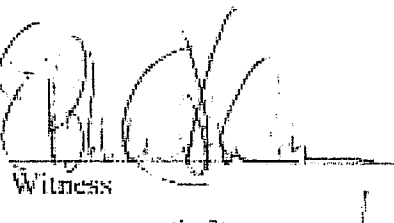
The Hon. Robert Nault  
Minister of Indian Affairs and  
Northern Development



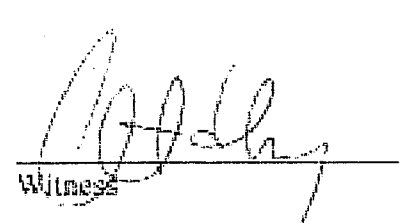
The Hon. Jim Antoine  
Minister Responsible for  
Aboriginal Affairs



Witness



Witness



Witness



## **Draft Guidelines for the Development of a Deh Cho Land Use Plan**

### **INTRODUCTION**

Regional land use planning in the Deh Cho territory is intended to form part of an integrated land and resource management regime and outline what types of activities should occur, generally where they should take place, and terms and conditions necessary to guide land use proposals and development projects over time. The Plan will involve finding a balance between development opportunities, social and ecological constraints, which reflect community values and priorities while taking into consideration the values of all Canadians. The Parties share the objective that upon approval of a Deh Cho Final Agreement, the approved Plan will be a land management tool that provides legally-binding direction and guidance to regulatory agencies and decision-makers in the evaluation of development projects, protected area proposals, and other potential land uses.

Land use planning in the Deh Cho territory will take place in four phases:

1. Phase I will address the administrative and operational requirements of the land use planning committee and begin following the signing of an Interim Measures Agreement.
2. Phase II, the technical stage, will begin immediately following the completion of Phase I, as it is important to maintain momentum and community involvement built during the first phase of the planning project. This will be a detailed planning exercise, which will lead to the development of a preliminary draft land use plan in Phase III. It is during this stage that the planning committee will need to identify significant development and conservation initiatives.
3. Phase III, plan preparation, will see the preparation of a preliminary draft land use plan(s). The draft plan will be circulated to the Deh Cho First Nations, GNWT, Canada, stakeholders and interested groups for feedback, input, and consideration.
4. Phase IV, plan implementation will commence as soon as the plan is approved by Deh Cho First Nations and the GNWT and considered by Canada.

12. The Planning Committee will co-ordinate an economic development assessment to determine what entrepreneurial opportunities may exist currently and in the future. This exercise will build upon the analyses of 8 through 11 and assist with the identification of land use and economic opportunities, where practical. This assessment will be distributed to Deh Cho First Nations, GNWT, Canada, and interested stakeholders.
13. The Planning Committee will integrate the maps produced in Phase II in order to identify development opportunities, social and ecological constraints. This phase of the process may include the identification, analysis, and consideration of: potential land use projects, potential core representative areas within each ecoregion, and any other issues appropriate for consideration in the land use plan.
14. The Planning Committee will also identify potential surface/sub-surface land withdrawals, and sub-surface land withdrawals only.
15. A set of land use options will be developed from the information in this Phase for consideration by the Parties and other stakeholders.

### **Phase III - Plan Preparation**

16. Deh Cho communities, each Deh Cho First Nation, Deh Cho First Nations, GNWT, Canada, and interested stakeholders will review the proposed land use options and provide feedback to the Planning Committee on matters within their respective interests or jurisdictions.
17. The Planning Committee will prepare a revised set of land use options based on the feedback received in 16.
18. The review process described in 16 and 17 may be repeated, at the discretion of the Planning Committee in order to identify an option that best reflects the interests and objectives of the Parties and stakeholders.
19. The Planning Committee will prepare a draft land use plan based on the option identified.
20. Deh Cho communities, each Deh Cho First Nation, Deh Cho First Nations, GNWT, Canada, and interested stakeholders will review the proposed draft land use plan and provide feedback to the Planning Committee on matters within their respective interests or jurisdictions.
21. The Planning Committee will revise the plan based on the feedback received in 20.

## Deh Cho First Nations Interim Measures Agreement Implementation Cost Estimates

***DEH CHO  
INTERIM MEASURES***

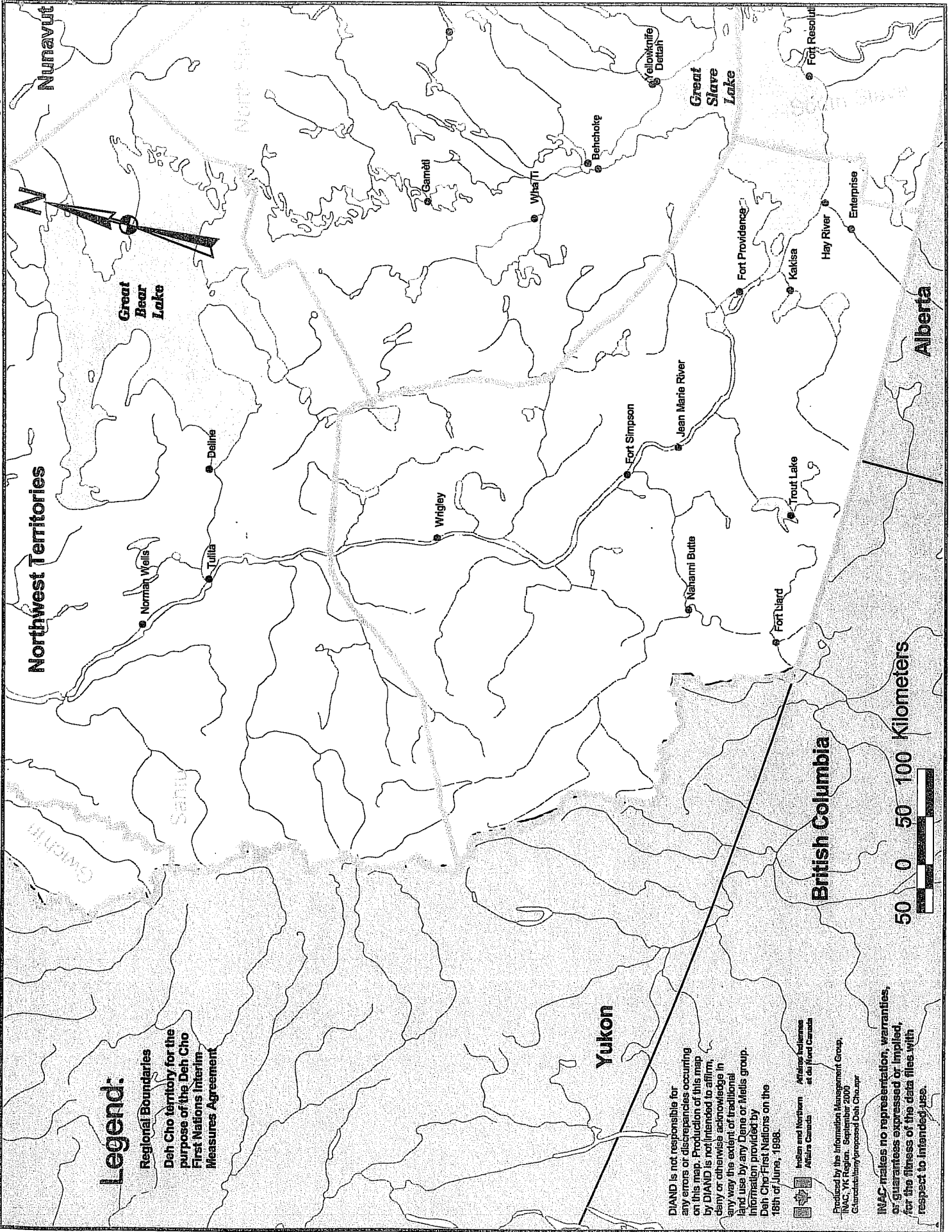
Activities	Years				
	1	2	3	4	<i>on-going to effective date</i>
Deh Cho First Nations support	\$191,043	191,043	191,043	191,043	191,043
Nahanni National Park Reserve	72,605	72,605	72,605	72,605	72,605
Deh Cho land use plan	713,009	825,352	831,352	817,352	488,415
Traditional Land Use Mapping	274,586				
<b>Budget Estimate</b>	1251243	1089000	1095000	1081000	752063

*Development of Interim Management Arrangements  
for Nahanni National Park Reserve*

Activities	on-going to effective date
Professional Services	25,000
Travel ( 2 x 18 trips)	33,120
Accommodation (36 days @ \$125)	4,500
Meals/Incidentals (4 @ \$69.34/day)	9,985
<b>Budget Estimate</b>	<b>72,605</b>

## *Traditional Land Use Mapping*

<u>Community</u>	<u>Harvester/Elders</u>	<u>Data Collection</u>	<u>Digitizing</u>	<u>Verification</u>	<u>Analysis</u>	<u>Total</u>
Fort Providence (incl. Metis)	100	\$17,000.00	\$25,000.00	\$2,500.00	\$2,500.00	\$47,000.00
Liidlii Kue First Nation	100	completed	completed	completed	\$2,500.00	\$2,500.00
Fort Simpson Metis	25	\$11,375.00	\$6,250.00	\$1,750.00	\$1,750.00	\$21,125.00
Nahanni Butte	50	completed	completed	completed	\$2,000.00	\$2,000.00
Trout Lake	30	completed	completed	\$1,800.00	\$1,800.00	\$3,600.00
Jean Marie River	30	completed	completed	\$1,800.00	\$1,800.00	\$3,600.00
Kakisa	30	completed	completed	\$1,800.00	\$1,800.00	\$3,600.00
Wrigley	100	\$17,000.00	\$25,000.00	\$2,500.00	\$2,500.00	\$47,000.00
West Point	23	completed	completed	\$1,730.00	\$1,730.00	\$3,460.00
Hay River Reserve	50	\$13,250.00	\$12,500.00	\$2,000.00	\$2,000.00	\$29,750.00
Acho Dene Koe	100	\$17,000.00	\$25,000.00	\$2,500.00	\$2,500.00	\$47,000.00
Fort Liard Metis	25	\$11,375.00	\$6,250.00	\$1,750.00	\$1,750.00	\$21,125.00
Hay River Metis	50	\$13,250.00	\$12,500.00	\$2,000.00	\$2,000.00	\$29,750.00
<u>Total</u>		<b>\$100,250.00</b>	<b>\$112,500.00</b>	<b>\$22,130.00</b>	<b>\$26,630.00</b>	<b>\$261,510.00</b>



**Legend:**

Regional Boundaries

Deh Cho territory for the purpose of the Deh Cho First Nations Interim Measures Agreement

DIAND is not responsible for any errors or discrepancies occurring on this map. Production of this map by DIAND is not intended to affirm, deny or otherwise acknowledge in any way the extent of traditional land use by any Dene or Metis group. Information provided by Deh Cho First Nations on the 18th of June, 1998.

Indian and Northern Affairs Canada / Affaires Indiennes et du Nord Canada

Produced by the Information Management Group, INAC, YK Region, September 2000. Geographical names proposed Deh Cho.

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