

DEHCHO PROCESS NEGOTIATIONS

May 12 & 13, 2009

Fort Simpson

AGENDA

DAY ONE - May 12, 2009

9:00 - 12:00

- 1) Opening Prayer
- 2) Main Table Updates
 - a) Dehcho Spring Leadership
 - b) DLUP
 - c) Dehcho response to federal April 22 letter regarding ADK relationship
 - d) DCRMA

1:00 - 4:00

- d) funding & workplan related to funding
- e) IRDA - Dehcho Resolution #3 and response to federal letter regarding IRDA implementation.

DAY TWO - May 13, 2009

9:00 - 12:00

- 3) LTC Chapter Review
 - a) Eligibility and Enrolment - Changes made from April 21-23 main table session
 - b) Ratification - Changes made from April 21 -23 main table session
 - c) Implementation - New LTC draft

1:00 - 4:00

- d) K -12: New LTC draft
- e) GNWT paper on Forestry

- 4) Work Planning
 - 5) Other
-

Tabled 11/09



DEHCHO FIRST NATIONS

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Spring Leadership Meeting
April 28-30, 2009
Hay River Reserve, NT

Resolution #03

Moved by:

Elder Gabe Hardisty
Pehdzeh Ki First Nation

Seconded by:

President Marie Lafferty
Ft. Simpson Métis Local

CARRIED

Certified copy of resolution
made in Hay River Reserve,
NT dated April 30, 2009.

Gerald Antoine
Grand Chief

RE: Interim Resource Development Agreement

WHEREAS, the DFN and Canada signed an Interim Resource Development Agreement (IRDA) in 2003; and

WHEREAS, the IRDA is intended to foster economic development in the Dehcho territory by providing DFN communities with access to a share of resource royalties to support economic initiatives, and providing that Canada and the DFN will work cooperatively to identify areas which would be acceptable for mineral exploration, and consult on terms and conditions for new oil and gas exploration licences within the territory; and

WHEREAS, the DFN have complied with the terms of the IRDA, particularly by proposing practical and sensible terms and conditions for new petroleum exploration licenses; and

WHEREAS, Canada refused to consider implementing any of the terms and conditions for proposed by DFN and failed to table any compromise proposals of their own but the DFN nevertheless approved a new exploration cycle in the Ft. Liard area in 2006; and

WHEREAS, the Regional Director General of INAC wrote to the DFN Grand Chief on February 16, 2009 to propose a new round of discussions aimed at identifying possible exploration parcels and terms and conditions for exploration licenses,

THEREFORE BE IT RESOLVED THAT:

1. The DFN will respond to the letter of February 16, 2009 by calling for a renewed effort by both the DFN and Canada to find agreement on terms and conditions for a new petroleum exploration cycle; and
2. Negotiations with INAC on terms and conditions will be led by a working group consisting of Chiefs Lloyd Chicot and Chief Keyna Norwegian and Stanley Sanguéz and legal counsel, Chris Reid;
3. The working group will, in consultation with the Chief Negotiator and Grand Chief, retain such other advisors as they deem fit; and
4. The working group will report to and take direction from the DFN Leadership.

APRIL - JUNE 2009

GENERAL DISCUSSION/UPDATES

- LAND QUANTUM
- DCRMA, INCLUDING: Land and water regulation / permitting
Environmental assessment
Land use planning
- COMPLETE WORK OF THE LAND USE PLANNING COMMITTEE, MAIN TABLE TO ADDRESS OUTSTANDING ISSUES
- JURISDICTION OVER AND MANAGEMENT OF LANDS AND RESOURCES ON AND OFF DEHCHO LANDS
- CONTINUE NEGOTIATIONS ON GOVERNANCE - E.G. Education K - 12
- CLARIFY IMPACTS OF ADK FRAMEWORK AGREEMENT
- ELIGIBILITY AND ENROLLMENT
- RATIFICATION
- EXPROPRIATION

LEGAL TECHNICAL:

ELIGIBILITY AND ENROLLMENT
RATIFICATION
EXPROPRIATION
IMPLEMENTATION
EDUCATION K-12

JULY - SEPTEMBER 2009

- CONTINUE NEGOTIATIONS ON GOVERNANCE:
Education – Preschool, Adult Ed.,
Post Secondary and K - 12
Health & Social Services
- CONTINUE OR CONCLUDE OUTSTANDING ITEMS FROM FIRST QUARTER

OCTOBER - DECEMBER 2009

- COMPLETE OUTSTANDING ISSUES FROM FIRST QUARTERS
- RESOLVE ALL OUTSTANDING ISSUES OF THE INTERIM DEHCHO LAND USE PLAN



TENTATIVE WORKPLAN DEHCHO PROCESS - 2009-2010

- CONTINUE GOVERNANCE - OTHER AREAS OF JURISDICTION
- MODELS OF GOVERNANCE – Citizenship
Electoral Provisions
- RESOURCE REVENUE SHARING
- THE DCRMA INCLUDING:
 - Land and water regulation / permitting
 - Environmental assessment
 - Land use planning
- HERITAGE LANGUAGE AND CULTURE PROVISIONS
- TAXATION AUTHORITIES AND TAX SHARING ARRANGEMENTS
- JUSTICE PROVISIONS
- ACCESS
- EXPROPRIATION OF DEHCHO LANDS
- IMPLEMENTATION PLAN, WITH SPECIFIC FOCUS ON PRE EFFECTIVE DATE
CAPACITY DEVELOPMENT

JANUARY - MARCH 2010

- CONTINUE GOVERNANCE - OTHER AREAS OF JURISDICTION
- MODELS OF GOVERNANCE – Continuation
- FINALIZE AUTHORITIES AND STRUCTURE OF THE DCRMA
- GENERAL PROVISIONS INCLUDING CERTAINTY
- PARKS CHAPTER
- NEGOTIATE COMMUNITY GOVERNMENT PROVISIONS INCLUDING:
 - Enabling legislation
 - Authorities
 - Land quantum and ownership
- TAXATION AUTHORITIES AND TAX SHARING ARRANGEMENT
- FUNDING OF DEHCHO GOVERNMENT



WORKPLAN DEHCHO PROCESS - 2009-2010

Date	Activity	Location
Apr 20 – 24, 2009	Negotiations	Ottawa
Apr 27 - May 1, 2009	Leadership	Hay River
May 11 - 15, 2009 12 -14	Negotiations Wk Session	Ft Simpson
June 2 – 4, 2009 3 - 4	Negotiations Wk Session	Yellowknife
June 22 – 26, 2009	Annual Assembly	Jean Marie River
July 27 – 29, 2009 Tues 28 th	Negotiations Wk Session – video call	Yellowknife (8:30 – 3:30 MT)
September 1 – 4, 2009 1 - 3	Negotiations Wk Session	Trout Lake
September 28 – Oct 1, 2009 29 - 30	Negotiations Wk Session – video call	TBA (8:30 – 3:30 MT)
October 19 – 22, 2009 19 - 21	Negotiations Wk Session	Yellowknife
November 16 – 20, 2009 17 - 19	Negotiations Wk Session - video call	Hay River (tentative) (8:30 – 3:30 MT)
December 1 – 4, 2009 1 - 3	Negotiations Wk Session	Edmonton
January 11 – 15, 2010 12 -14	Negotiations Wk Session	Ft Simpson
February 1 – 5, 2010 2 - 4	Negotiations Wk Session	Ft Providence/Ottawa
March 9 - 11, 2010	Negotiations Video Call	Video Conference (8:30 – 3:30 MT)

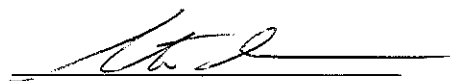
Date: May 12th 2009.



Georges Erasmus
Chief Negotiator
Dehcho First Nations



Tim Christian
Chief Negotiator
Canada



Steve Iveson
Chief Negotiator
Gov't of Northwest Territories

Tabled May 12/09

DEHCHO POPULATION DATA

PURPOSE

At the Dehcho Main Table session of April 2009, the parties discussed the approach of the 2006 Dehcho offer and the offer given to ADK.

In order to represent the actual number of Dehcho First Nation's population at time of December 2006 offer we had to find data that was accurate and publicly available for everyone to verify.

The two methods of publicly verifiable data that we have based our analysis on are the following;

- Band list as of December 31, 2006 (see Annex A)
http://www.collectionscanada.gc.ca/webarchives/20071126032032/http://www.ainc-inac.gc.ca/pr/sts/rip/rip06_e.pdf
- Statistics Canada- December 31, 2006 Census Data (see Annex B)
<http://www12.statcan.ca/census-recensement/2006/dp-pd/prof/92-594/index.cfm?lang=E>

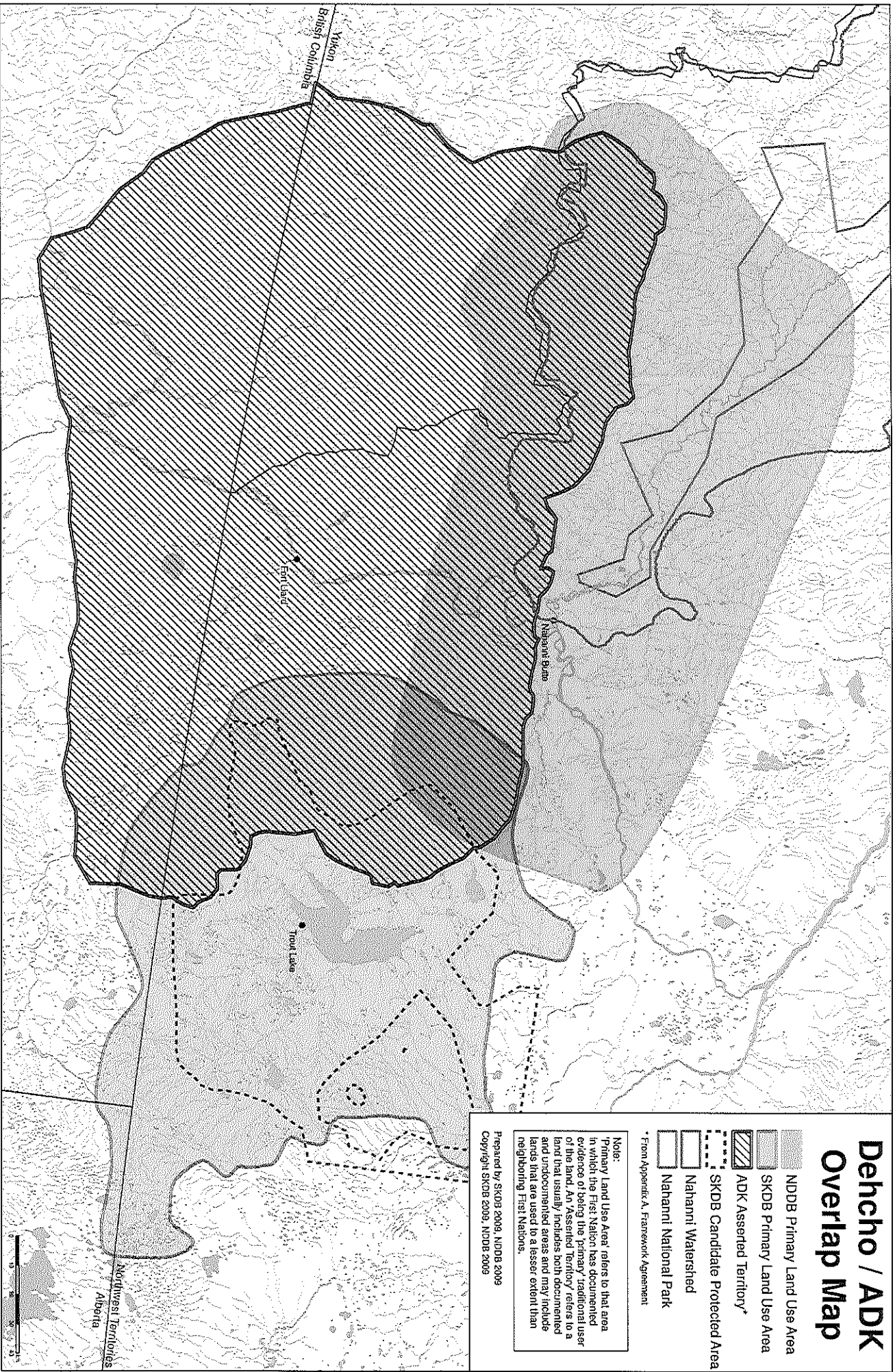
SUMMARY

The following table summarises the information gathered from both Annex A and B.







Deh Cho First Nation	Community Name	Bandlist Population	Métis Population	Total Population
Deh Cho First Nations				4,387
Pehdzeh Ki First Nation	Wrigley	329	0	329
Liidlil Koe First Nation and Metis	Fort Simpson	1198	85	1,283
Acho Dene Koe First Nation and Metis	Fort Liard	610	10	620
Deh Gah Gotie Dene Council and Metis	Fort Providence	1022	65	1,087
K'atlodeeche First Nation	Hay River Reserve	560	0	560
Nahanni Butte Band	Na'adehe	134	0	134
Sambaa' Ke Dene Band	Trout Lake	112	0	112
Ka'a'gee Tu First Nation	Kakisa	62	0	62
Jean Marie River First Nation	Ttheke'deli	127	0	127
West Point Nation	Hay River	73	0	73
TOTAL POPULATION		4227	160	4,387

Dehcho Process Negotiations
Tabled by Canada May 12, 2009

Revised May 12/09



Dehcho / ADK Overlap Map

-  NDDB Primary Land Use Area
-  SKDB Primary Land Use Area
-  ADK Assented Territory*
-  SKDB Candidate Protected Area
-  Nahanni Watershed
-  Nahanni National Park

* From Appendix A, Framework Agreement

Note:
'Primary Land Use Area' refers to that area in which the First Nation has documented evidence of being the 'primary' traditional user of the land. An 'Assented Territory' refers to a land that usually includes both documented and undocumented areas and may include lands that are used to a lesser extent than neighboring First Nations.

Prepared by SKDB 2009, NDDB 2009
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Tabled May 12/09

MEMO

DATE: May 12, 2009

FROM: Petr Cizek, Dehcho First Nations Representative, Dehcho Land Use Planning Committee

TO: Dehcho Main Table Negotiations

RE: Update on Revisions to Interim Dehcho Land Use Plan

Current Status

- 19 Committee meetings held almost monthly since August 2007
- 8 Working Group meetings; 2 DFN internal land use planning forums; 4 Presentations to DFN Leadership and Annual Assembly; 8 Meetings with Main Table negotiators.
- Interim Dehcho Land Use Plan is nearly complete and could be ready for recommendation to Main Table by December 2009 if momentum is maintained.

Zoning

- Following completion of Edehzhie final boundaries about 48.1% of the Dehcho territory is in one of Federal Protected Area Initiative Zones, Conservation Zones, or Special Management Zones that prohibit mining, oil/gas, and commercial timber development.
- Some further small reductions to Federal Protected Area Initiative Zones are expected when the Nahanni National Park Reserve Expansion process is complete
- Canada and Dehcho First Nations support the revised zoning balance in principle.
- GNWT has expressed concerns that the current zoning balance may not allow for sufficient "open" Crown lands for devolution once DFN land selection is complete.
- Interim Land Use Plan allows for flexibility to amend zoning once land selection is complete.

Outstanding Items

- 1) *Transportation Corridors* – DFN wants to put public highways back into this conformity requirement; GNWT is reviewing proposed wording internally.
- 2) *Water Management* – DFN wants to ensure that wastewater discharge meets Canadian Water Quality Guidelines for the Protection of Aquatic Life and that best available technology is used in watersheds of a community's water supply; GNWT is reviewing proposed wording internally.
- 3) *Ability of land use plan to regulate pipeline locations* -- Legal relationship to the National Energy Board being researched by Richard Spaulding for DFN; a proposed solution will be tabled by DFN prior to next Committee meeting
- 4) *Definitions* of “land use”, “regulatory authority”, “authorization”, and government agency responsibilities for land use plan implementation – Legal issues being researched by Richard Spaulding for DFN; a proposed solution will be tabled by DFN prior to next Working Group and Committee meeting
- 5) *Special Management Zones and Cumulative Effects Management* – Canada will be tabling proposed modifications prior to next Working Group meeting.
- 6) *Implementation of Interim Land Use Plan by Mackenzie Valley Land and Water Board* – Canada will be tabling proposed approach prior to next Working Group meeting.
- 7) *“Best efforts” vs. “Reasonable Efforts” for Community Involvement* – not yet addressed
- 8) *Quarrying* – not yet addressed
- 9) *Relationship of Interim Land Use Plan to Interim Measures Agreement* – not yet addressed
- 10) *Termination of Interim Land Use Plan* – DFN wants requirement for two out of three parties as long as one of the parties terminating is DFN; Canada and GNWT now support requirement for *any* two out of three parties to terminate the plan. All parties agree in principle that consultation and dispute resolution prior to termination is required.

Next Steps

- Working Group meeting scheduled for May 27-28, 2009 in Vancouver
- Committee meeting scheduled for June 3-4, 2009 in Yellowknife to coincide with Main Table Negotiations where a full Committee report will be provided.
- Continue to meet on a monthly basis to maintain momentum and use Working Group approach to find creative solutions.
- Defer any remaining unresolvable issues to Main Table as per Dehcho Land Use Plan – Terms of Reference and Workplan, April 27, 2007.

Tabled May 12/09

DEHCHO PROCE MAIN TABLE
 Negotiation Session Follow Up
 Ottawa April 21-23.09

SUBJECT MATTER	ISSUE/ DESCRIPTION	RESPONSIBLE PARTY	STATUS
1) Managing the Agenda	Canada raised the issue of parties adding items to the agenda at the last minute, not providing the teams sufficient time to prepare	All	Agreement that ample time will be provided when items are added to the agenda
2) IRDA	DFN did not have an update to Canada's letter on the IRDA & explained the issue would be discussed at the following week during the DFN leadership meeting	DFN	Possible response to IRDA at the next negotiation session May 12-14 in Ft Simpson
3) Eligibility and Enrolment	<ul style="list-style-type: none"> The Dehcho would prefer to differentiate between a Dehcho Dene and a Dehcho Citizen. A Dehcho Dene would be a direct descendant of the Dene. The Dehcho would like to ensure the Eligibility Criteria includes spouses 	DFN	The DFN to draft language on both items for next LTC meeting May 4-5 in TO
4) Eligibility and Enrolment	The Dehcho would prefer an Enrolment Committee consisting of 6 members (like Tlicho). This would be 2 Federal and 4 DFN members	DFN	DFN to draft language for next LTC meeting May 4-5 in TO
5) Eligibility and Enrolment	"Resource Agreement" to be defined for clarity purposes (referring to section EW.1.1)	All	Agreement
6) Eligibility and Enrolment	Suggestion by GNWT to split section E.1.9 into two for technical reasons	DFN	DFN to make the change to the chapter for next LTC meeting May 4-5 in TO

DEHCHO PROCE. MAIN TABLE
Negotiation Session Follow Up
Ottawa April 21-23.09

SUBJECT MATTER	ISSUE/DESCRIPTION	RESPONSIBLE PARTY	STATUS
7) Eligibility and Enrolment	On E.2.2, clarify that it is the Dehcho Government and not the DFN	DFN	Agreement. DFN committed to making the change to the chapter for the next LTC meeting May 4-5 in TO.
8) Eligibility and Enrolment	On E.4.2 (b) (ii), the GNWT requested that in order to be consistent with E.1.2, the provision must include children who are adopted from foreign countries	DFN	Agreement. DFN committed to making the change to the chapter for the next LTC meeting May 4-5 in TO.
9) Eligibility and Enrolment	On E.4.2 iv) and v), the DFN raised that after Effective Date, there may not be a Dehcho Band List and so it should read "an individual entered on a Band Membership List"	DFN	Agreement. DFN committed to making the change to the chapter for the next LTC meeting May 4-5 in TO.
10) Timeline	GNWT, John Holder, offered to create a timeline for the purposes of clearly identifying the times set out in the E & E and Ratification chapters	GNWT	Agreement. Commitment made by GNWT to have the timeline ready for next negotiation session May 12-14 in Ft Simpson
13) Drafting Protocol	LTC drafting protocol to capitalize any word which will require a definition in the AIP	All	Agreement
14) Education specialist	GNWT offered to invite a colleague specializing in education for a future negotiation session	GNWT	GNWT to follow up with main table on if/when the specialist would be available, possible June in YK

DEHCHO PROCE. MAIN TABLE
Negotiation Session Follow Up
Ottawa April 21-23.09

SUBJECT MATTER	ISSUE/ DESCRIPTION	RESPONSIBLE PARTY	STATUS
15) Clarity in the K-12 Chapter	The DFN would like clarity with respect to the curriculum	GNWT	GNWT committed to clarifying the Dehcho curriculum (ie that the DFN would be creating their own) and to have language at the next LTC meeting May 4-5 in TO.
16) Ratification	In R.1.4, the DFN do not see the purpose of having the Dehcho Dene members vote for an AIP, and would rather have the AIP approved by delegates, specifically the DFN Assembly.	Canada	Agreement. Canada committed to making the change to the chapter for the next LTC meeting May 4-5 in TO.
17) Ratification	In R.1.6, the GNWT would like it to be clear that the Cabinet being referred to is Federal Cabinet	Canada	Agreement. Canada committed to making the change to the chapter for the next LTC meeting May 4-5 in TO.
18) Ratification	In R.2.4, the DFN would like to have their approval process for the FA elaborated to include an approval process done by the DFN Assembly	Canada	Agreement. Canada committed to making the change to the chapter for the next LTC meeting May 4-5 in TO.
19) Ratification	The DFN raised the possibility of the	Canada	Canada to look into

DEHCHO PROCE. MAIN TABLE
Negotiation Session Follow Up
Ottawa April 21-23.09

SUBJECT MATTER	ISSUE/DESCRIPTION	RESPONSIBLE PARTY	STATUS
	Enrolment Committee and Ratification Committee being the same body for practical reasons		
20) Ratification	In R.2.8 (e), the GNWT asked to add "and as elsewhere as required" after "in each Dehcho Dene Community" to include any Dehcho Dene residing outside a Dehcho Dene community.	Canada	Agreement. Canada committed to making the change to the chapter for the next LTC meeting May 4-5 in TO.
21) Expropriation	Discussion as to when Expropriation should be discussed at the LTC level	All	Agreement to have the LTC review expropriation during the May 27 LTC mtg.
22) Land Quantum	The Dehcho requested to have a copy of the 2006 census and Metis population, given the data was to reduce the DFN offer.	Canada	Agreement. Canada will have a copy of both documents for next negotiation session May 12-14 in Ft Simpson
23) Federal Response to Feb 23 ADK letter	Canada tabled a response to the DFN's Feb 23 letter on the relationship between the DCP and the ADK. The DFN agreed with Canada's preferred approach not to amend the interim agreements.	DFN	The DFN committed to providing a response letter on this issue. No date was committed to.
24) DCRMA	The DFN suggested the creation of a DCRMA working group	All	Agreement that this may be a good idea. The parties to discuss further during May 6 negotiators conference call.

DEHCHO PROCEEDINGS - MAIN TABLE
Negotiation Session Follow Up
Ottawa April 21-23.09

SUBJECT MATTER	ISSUE/DESCRIPTION	RESPONSIBLE PARTY	STATUS
25) Negotiators Conference Call	Setting up time/date for next negotiators call	All	Agreement to have it May 6, 2009 at 11:00 MST, 13:00 EST
26) Implementation	Discussion around having the LTC review this at next LTC mtg	Canada	Agreement that the LTC will review Canada's draft during May 4-5 LTC mtg in TO
27) Harvesters Compensation	Discussion around having the LTC review this at next LTC mtg	DFN	Agreement that the LTC will review DFN's draft during May 4-5 LTC mtg in TO
28) Work planning / Scheduling	Discussion and review of 2009-2010 work plan. The parties agreed to a number of dates and subject matters for upcoming negotiation sessions and LTC mtgs.	Canada	Agreement that Canada was to make the changes to the draft work plan and circulate it for comments. Draft was emailed out Monday April 27.09 by A Tremblay.
29) Work planning / Scheduling	GNWT requested that the federal draft Framework for AIP Negotiations outlines the various governance subject matters in greater detail	GNWT	Agreement and the GNWT is to provide Canada with the recommended changes.
30) Tracking Document	Continue review of Dehcho and GNWT AIP tracking document	All	Amber Tremblay, Patrick Scott & Tawna Brown to discuss

Tabled May 12/09

DEHCHO AIP CHAPTERS FRAMEWORK

Items highlighted in red are subject matters that could be added under "Dehcho Governance" in the far left column.
 Items highlighted in blue are subject matters that could be added to the Dehcho AIP Chapter Framework list.

Proposed Dehcho AIP Framework List (Canada, April 21,2009)	Dehcho Framework Agreement	Deline Final Self-government Agmt (Draft)	Draft Gwich'in and Inuvialuit SG AIP
Definitions			
General Provisions	Other Governance-related chapters included in Agmt:	Other Governance-related chapters included in Agmt:	Other Governance-related chapters included in Agmt:
Eligibility & Enrolment	Models of Governance	Elections	Out of School Care
Ratification	Public Works	Citizenship	Post-secondary Education
Implementation	Transportation	Income Support	Student Support Services
Dispute Resolution	Wills and Estates	Justice	
Dehcho Governance	Housing	Liquor	
Dehcho Community Governance	Social Services	Marriage	
- Local Services	Child Welfare, Guardianship & Adoption	Wills & Estates	
Dehcho Lands	Health	Other subject matters included in Agmt:	
Dehcho Community Lands	Education & Training	Transition	
Harvesting	Gaming		
- Wildlife Harvesting Rights, Compensation & Mgt	Other subject matters included in Agmt:		
- Fish Harvesting Rights, Compensation & Mgt	Hay River Reserve		
- Harvesting of Trees & Plants	Transition arrangements		
- Migratory Birds	Overlaps and rights of other Aboriginal peoples		
Dehcho Resource Management Authority	Environmental Matters		
Land, Water & Environmental Regulation	Review and Amendment Process		
Trees & Forest Management	Economic Development		
Dehcho Culture & Heritage Resources	Enforcement & Adjudication of Laws		
National Parks			
Protected Areas			
Land Use Planning			
Mineral/Resource Royalties			
Subsurface Resources			
Access			
Expropriation			
Fiscal Relations			
- Repayment of Dene Métis Negotiation Loans			
- Capital transfers			
- Economic Measures			
- Taxation			

← Tabled May 13/09

RESPONSE TO DFN QUESTIONS REGARDING FOREST MANGEMENT

The GNWT tabled a paper titled Forest Management, dated April 22, 2008 for discussion. The DFN provided the GNWT with a set of written questions regarding forest management on May 30, 2008. Forest Management officials can be invited to the table should the Parties want to ask additional questions or require further elaboration to these responses.

1. Why does GNWT limit the right of the Dehcho First Nations to harvest trees for commercial purposes?

Limiting the right to harvest trees to non-commercial purposes is consistent with other completed agreements in the NWT. A major consideration is that the commercial harvesting of trees can involve large volumes of timber. Issues associated with volume include sustainability/conservation of the resource and the accountability associated with sustaining/conserving the resource. In our view, accountability for sustaining timber resources must remain with government. A Dehcho Government would exercise this authority and responsibility on Dehcho Ndehe (Dehcho Lands) and the GNWT would retain its authority and responsibility on Crown Lands.

Other observations include; an even handed approach is needed for potential commercial harvesters on Crown Land through regulation; timber on Crown Land is a valuable resource for all NWT residents and all should benefit in licensing fees, etc.

2. Where GNWT addresses DFN rights, it does so "subject to legislation." What legislation is the GNWT referring to? Territorial legislation only?

The GNWT is referring to territorial legislation as it applies to Crown lands, more specifically the *Forest Management Act* and the *Forest Protection Act*. The GNWT paper notes that the Dehcho Government would have the authority to enact legislation in relation to forest management on Dehcho Ndehe and the right to harvest trees by DFN members on Dehcho Ndehe. Dehcho Government laws should be consistent with laws of public health and safety, conservation and environmental protection. The issue of paramountcy of laws in the case of a conflict would need to be addressed. The Dehcho Government would consult with the GNWT before enacting forest management legislation and the GNWT and the Dehcho Government might enter into forest management agreements for the

Other Aboriginal groups with overlap agreements might also be part of such agreements.

6. Does the GNWT envision the “Dehcho Renewable Resources Board” as a separate board from the DCRMA?

As stated in a discussion paper tabled on May 29, 2008 regarding a Dehcho Resource Management Authority, the GNWT is prepared to enter into discussions with the Dehcho and Canada on the merits and possible disadvantages of situating the functions and responsibilities of Regional Renewable Resource Boards, as set out in the Gwich'in, Sahtu and Tlicho Agreements, within a DRMA which would have other functions and responsibilities.

7. Is the “Dehcho Renewable Resources Board” strictly intended as an advisory body to the territorial government on Dehcho Ndehe and Crown lands? What structure and representation does the GNWT propose for this board?

The GNWT envisions a Dehcho Renewable Resources Board, be it independent or within the DRMA, having functions and responsibilities similar to the Regional Renewable Resource Boards, as set out in the Gwich'in, Sahtu and Tlicho Agreements. See the GNWT's May 29, 2008 paper on the DRMA for comments regarding suggestions to expand these responsibilities. Existing Agreements set a pattern for structure and representation on a separate Dehcho Renewable Resources Board. The GNWT looks forward to discussions on the structure and representation on the DRMA.

Tabled May 13/09

CHAPTER K KINDERGARTEN TO GRADE 12 EDUCATION

K.1 JURISDICTION

K.1.1 The Dehcho Government has Jurisdiction in the <region name> with respect to:

- (a) the kindergarten to grade 12 education of persons aged five (5) years by December 31 of a school year and not older than twenty-one (21) years residing in the <region name>; and¹
- (b) the certification of kindergarten to grade 12 teachers.

K.1.2 The Jurisdiction set out in K.1.1 does not include:

- (a) the development of the Curriculum Framework as set by the GNWT;² and
- (b) setting the requirements for grade 12 graduation.

K.1.3 When exercising its Jurisdiction pursuant to K.1.1, the Dehcho Government shall ensure that:

- (a) the method of delivering kindergarten to grade 12 education is consistent with achieving the prescribed learning outcomes set out in the Curriculum Framework; and
- (b) all Students have access to kindergarten to grade 12 education in a regular instructional setting in the <region name>.

¹ Dehcho suggests that the age requirements should be removed.

² LTC suggests that more discussion is need at the table concerning the "Curriculum Framework" concept (minimum learning objectives may be a way to address this). See also, K.1.3 (a) and K.4.1(a).

K.3.2 The Dehcho Government may enter into agreements with a territory, province or Canada, a school board in a territory or province, or any independent school accredited by a territory or province, for the delivery of kindergarten to grade 12 education within the <region name>, or for Students receiving kindergarten to grade 12 education outside of the <geographical description>.

K.4 CONSULTATION

K.4.1 The GNWT shall Consult the Dehcho Government with respect to changes to:

- (a) the Curriculum Framework;
- (b) requirements for grade 12 graduation; and
- (c) teacher certification.

K.5 INFORMATION SHARING

K.5.1 When the Dehcho Government exercises its Jurisdiction pursuant to **K.1.1**, the Dehcho Government and the GNWT may enter into agreements on information sharing, including information on Student enrollment and Student records.

K.6 CONFLICT OF LAWS

K.6.1 In the event of a conflict between a Dehcho Government Law made pursuant to this chapter and a Federal Law or NWT Law, the Dehcho Government Law prevails to the extent of the conflict.

Tabled May 13/09

TO BE REVIEWED by Main Table May 12-14 in Ft Simpson

CHAPTER I: IMPLEMENTATION

- I.1 GENERAL
- I.2 IMPLEMENTATION PLAN
- I.3 IMPLEMENTATION COMMITTEE

I.1 GENERAL

- I.1.1 Prior to the initialing of the Final Agreement the Parties will develop an Implementation Plan.
- I.1.2 The Implementation Plan will be for an initial term of ten years commencing on the Effective Date.

I.2 IMPLEMENTATION PLANNING WORKING GROUP

- I.2.1 After the ratification of the Agreement-in-Principle, at such time as agreed to by the Parties, a tripartite Implementation Planning Working Group will be established and will be responsible for the development of an Implementation Plan and a list of activities the Parties will need to carry out prior to the Effective Date.
- I.2.2 The Implementation Planning Working Group will complete the Implementation Plan prior to the ratification of the Final Agreement.

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I.2 IMPLEMENTATION PLAN

- I.2.1 The Implementation Plan will:
 - (a) identify:
 - (i) the obligations in the Final Agreement and the activities required to fulfill these obligations;

TO BE REVIEWED by Main Table May 12-14 in Ft Simpson

- (ii) the responsible Party or Parties for completion¹ of an activity; and
- (iii) the timeframe for completion of activities;²
- (b) identify the level and sources of funding³ required to implement the Final Agreement agreed to by the Parties;
- (c) address other matters agreed to by the Parties.

I.2.2 The Implementation Plan will not:

- (a) form part of the Final Agreement;
- (b) be a treaty or a Land Claims Agreement within the meaning of sections 21 and 31 of the *Constitution Act, 1982*;
- (c) recognize or affirm aboriginal or treaty rights, within the meaning of sections 21 or 31 of the *Constitution Act, 1982*;
- (d) create legal obligations except if specified otherwise in the Implementation Plan⁴;
- (e) be used to interpret the Final Agreement.

I.2.3 The list of obligations and activities set out in the Implementation Plan is without prejudice to the right of any Party to assert that additional obligations or activities are required to implement the Final Agreement.⁵

¹ Canada: replace "fulfill" instead of "completion"

² Canada: have two provisions added (iv) how the implementation plan may be amended ; and (v) how the implementation plan may be renewed or extended.

³ Canada: have "identify the resources required" instead

⁴ Canada: have "The Implementation Plan does not create legal obligations" instead

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I.2.4 To the extent the Implementation Plan specifically creates legal obligations, it will be stipulated that the performance of those obligations provides a discharge of the obligations to the extent set out in the Implementation Plan.⁵

I.3 IMPLEMENTATION COMMITTEE

I.3.1 The Parties will establish an Implementation Committee within 60 days of⁷the Effective Date. The term of the Implementation Committee is 10 years which term may be renewed or⁸extended upon agreement by the Parties.

I.3.2 The Implementation Committee will consist of three individuals: one individual designated by each Party as its representative.

I.3.3 Each member of the Implementation Committee may be accompanied by technical experts to provide support.

I.3.4 The Implementation Committee will:

- (a) provide a forum for the Parties to discuss the implementation of the Final Agreement;
- (b) establish its own procedures and operating guidelines;
- (c) monitor and oversee the operation of the Implementation Plan;⁹

⁵ Canada : In light of the new I.2.2 (f), this provision may no longer be required.

⁶ Canada: have this entire provision removed

⁷ Canada: do not specify the days, but to leave it as "The Parties will establish an Implementation Committee on the Effective Date".

⁸ Canada: remove "renewed" and keep it as extended, as it is redundant.

⁹ Canada: have this be removed. Provisions (a), (d) and (g) clarify the role of the IC

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- (d) review implementation progress¹⁰
- (e) recommend revisions to the Implementation Plan¹¹;
- (f) develop a communications strategy in respect of the implementation of the Final Agreement;
- (g) prepare and provide the Parties with annual reports;
- (h) to the extent authorized by the Implementation Plan, revise activities, revise schedules for completion of activities and reallocate resources¹²;
- (i) attempt to resolve implementation issues arising within the Implementation Committee prior to referring an unresolved issue to dispute resolution under the Dispute Resolution Chapter;
- (j) make recommendations to the Parties respecting the implementation of the Final Agreement beyond the initial 10 year term, including whether the Implementation Plan should be renewed or extended;
- (k) make all decisions by unanimous agreement; and
- (l) carry out such other work as agreed by the Parties.

I.4 COSTS

¹⁰ Canada: have "review the Implementation Plan and advise the Parties on the further implementation of the Final Agreement prior to the expiry of the Implementation Plan" instead

¹¹ Canada: have "revise the Implementation Plan as agreed"

¹² Canada: this may be redundant because of (d). It is not necessary to specify the activities

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- I.4.1** Each Party will be responsible for the costs incurred by the participation of its representative on the Implementation Committee.
- I.4.2** The Government of Canada will be responsible for publishing the annual report.

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TO BE REVIEWED by Main Table in May 12-14 in Ft Simpson

CHAPTER R: RATIFICATION

- R.1.0 APPROVAL OF THE AGREEMENT IN PRINCIPLE
 - R.2.0 RATIFICATION OF THE FINAL AGREEMENT
 - R.3.0 COSTS
-

R.1.0 APPROVAL OF THE AGREEMENT IN PRINCIPLE

- R.1.1 The chief negotiators will initial the Agreement in Principle when they are prepared to submit it for approval.
- R.1.2 The initialing of the Agreement in Principle will be done at a location agreed to by the Parties.
- R.1.3 After the Agreement in Principle has been initialed by the chief negotiators, it will be submitted to the Parties for consideration of approval.
- R.1.4 The DFN will have approved this Agreement in Principle when it is signed by the representatives of the DFN and approved by a Dehcho Assembly.
- R.1.5 The GNWT will have approved this Agreement in Principle when it is signed by the Minister authorized by the Executive Council.
- R.1.6 The Government of Canada will have approved this Agreement in Principle when it is signed by the Minister of Indian Affairs and Northern Development as authorized by federal cabinet.
- R.1.7 The Agreement in Principle is not legally binding.

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R.2.0 RATIFICATION OF THE FINAL AGREEMENT

General

- R.2.1 The chief negotiators will initial the Final Agreement when they are prepared to submit it for approval.
- R.2.2 After the Final Agreement has been initialed by the chief negotiators, it will be submitted to the Parties for the consideration of ratification as set out in this chapter.
- R.2.3 The Final Agreement will be legally binding once ratified by all Parties in accordance with the ratification provisions set out in this chapter.

Ratification by DFN

R.2.4 Ratification of the Final Agreement by the DFN will require:

- a) that Eligible Voters have a reasonable opportunity to review the Final Agreement;
- b) approval by a Dehcho Assembly;
- c) a vote, by way of a secret ballot;
- d) that at least fifty percent plus one of individuals on the List of Eligible Voters vote in favour of the Final Agreement;
- e) ratification of the DFN Constitution through the process set out in the Final Agreement; and
- g) the Final Agreement be signed by the authorized representative of the DFN.

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Ratification by the GNWT

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R.2.5 Ratification of the Final Agreement by the GNWT will require:

- a) approval of the Final Agreement by the Executive Council;
- b) signing of the Final Agreement by the Minister authorized by the Executive Council; and
- c) the coming into force of territorial Settlement Legislation.

Ratification by Government of Canada

R.2.6 Ratification of the Final Agreement by the Government of Canada will require:

- a) that the Final Agreement be signed by the Minister of Indian Affairs and Northern Development as authorized by federal Cabinet; and
- b) the coming into force of federal Settlement Legislation giving effect to the Final Agreement.

Ratification Committee

R.2.7 The Parties will establish a Ratification Committee as soon as practicable after the initialing of the Final Agreement, consisting of one representative appointed by each Party, to be responsible for the DFN ratification process, including the preparation of a List of Eligible Voters, as set out in this chapter.

R.2.8 The Ratification Committee will:

- a) ensure that the DFN has provided Eligible Voters a reasonable opportunity to review the DFN Constitution and the Final Agreement;
- b) organize community meetings to provide Eligible Voters an opportunity to review the substance of the Final Agreement;

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- c) establish and publish its procedures;
- d) set its time limits, including the date or dates of the Ratification Vote;
- e) prepare and publish a List of Eligible Voters in each Dehcho Dene Community and elsewhere as required based on the Enrolment Register provided by the Enrolment Committee under E.3.1 at least 30 days before the first day of voting by determining whether each individual is eligible to vote in accordance with R2.7; and,
- f) update the List of Eligible Voters by:
 - i) at any time on or before the last day of voting, adding to the List of Eligible Voters the name of each individual provided by the Enrolment Committee under E.3.1 whom the Ratification Committee determines to be eligible to vote in accordance with R.2.9;
 - ii) subject to R.2.9 and R.2.10, adding to the List of Eligible Voters the name of each individual who votes in accordance with R.2.11;
 - iii) removing from the List of Eligible Voters the name of each individual who died on or before the last day of voting without having voted;
 - iv) removing from the List of Eligible Voters the name of each individual who did not vote and who provides, within 4 days of the last day of voting, certification by a qualified medical practitioner that the individual was physically or mentally incapacitated to the point that they could not have voted on the dates set for voting; and
 - v) removing from the List of Eligible Voters the name of each individual who has applied, or on whose behalf application has been made, by the close of polls on the last day of

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voting, to have his or her name removed from the
Enrolment by the Enrolment Committee, provided the
individual has not already voted;

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- g) approve the form and content of the ballots;
- h) authorize and provide general direction to voting officers to be employed in the conduct of the votes;
- i) establish polling stations;
- j) oversee the conduct of the votes on the dates established by the Ratification Committee;
- k) ensure that information about the dates set for voting and location of the polling stations be made publicly available;
- l) oversee tabulation the results of the votes;
- m) provide the Parties with the result of the votes;
- n) publish the result of the vote to ratify the Final Agreement; and
- o) prepare and provide to the Parties a written report on the outcome of the vote to ratify the Final Agreement within 90 days of the last day of voting.

Ratification Vote

R.2.9 An Eligible Voter will be an individual who:

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- a) is eligible to be enrolled under the eligibility and enrolment provisions of the Final Agreement;
- b) is at least 18 years of age on the day of voting; and
- c) is not a member of an Aboriginal group that is enrolled in any other Land Claims Agreement, resource or self government

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TO BE REVIEWED by Main Table in May 12-14 in Ft Simpson

agreement or on a non DFN Band Membership List, or another Métis Local Membership List.

R.2.10 The Final Agreement will set out the rules and procedure for conducting the ratification vote including:

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- a) the preparation of a preliminary voters list;
- b) an appeal procedure for individuals not listed on the preliminary voters list;
- c) a procedure to revise the preliminary voters list to a Final Voters List; and
- d) establishment of an information campaign concerning
 - i) eligibility for voting; and
 - ii) the substance and details of the Final Agreement.

R.2.11 Notwithstanding R.2.9, an individual whose name is not included on the List of Eligible Voters may vote if he or she:

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- a) provides the voting officer with a completed enrolment application form or evidence satisfactory to the voting officer that the individual has submitted a completed enrolment application form to the Enrolment Committee; and
- b) provides the voting officer with satisfactory evidence that the individual meets the eligible voter criteria.

R.2.12 If the Enrolment Committee notifies the Ratification Committee that an individual referred to in R.2.11 meets the Eligibility Criteria:

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- a) the name of the individual will be added to the List of Eligible Voters; and

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- b) the ballot of the individual will be tabulated for the purposes of the votes under R.2.4 (c)

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R.3.0 COSTS

- R.3.1 The Government of Canada will provide an amount of funding agreed upon by the Parties for the Ratification Committee to carry out the duties and responsibilities as set out in this chapter.

Tabled May 13, 2009

CHAPTER E: ELIGIBILITY & ENROLMENT

- E.1.0 ELIGIBILITY CRITERIA**
 - E.2.0 ENROLMENT COMMITTEE AND REGISTRAR**
 - E.3.0 PREPARATION AND PUBLICATION OF THE DEHCHO DENE REGISTER**
 - E.4.0 MAINTENANCE OF THE DEHCHO DENE REGISTER AFTER EFFECTIVE DATE**
 - E.5.0 ENROLMENT APPEAL BOARD**
 - E.6.0 ENROLMENT RESPONSIBILITIES AFTER THE INITIAL ENROLMENT PERIOD**
 - E.7.0 COSTS**
-

DEFINITIONS

In this chapter,

“Dehcho Dene” means: a person who is a descendant of a Dene who resided on, used or occupied land in the Dehcho Asserted Territory prior to December 31, 1922, and who identifies as a Dene or as a Metis, or a person who was adopted as a minor under the laws of any jurisdiction or under Dehcho Dene custom by a Dehcho Dene who resided on, used or occupied land in the Dehcho Territory prior to December 31, 1922, or is a descendant of a person so adopted.

“Spouse” means a person who (a) is married to another person; or (b) has been cohabiting with another person in a marriage-like relationship for a period of three years; or ~~(c) has been cohabiting with another person in a marriage-like relationship for a period of two years and is the parent of a child with the other person.~~

E.1.0 ELIGIBILITY CRITERIA

- E.1.1 An individual will be eligible to be enrolled as a Dehcho Dene Citizen¹ in the Final Agreement if he or she is a Dehcho Dene, or a Canadian Citizen, or permanent resident of Canada who is:

¹ Canada prefers a requirement that all Dehcho Citizens, including Dene, be Canadian citizens.

- a) ~~a descendant of the Dene or the Métis who used and occupied the DFN Asserted Territory shown on the map attached as Appendix "A", on or before December 31, 1922; or~~
- b) ~~a spouse of a Dehcho Dene; or registered, or entitled to be registered, as an Indian on a DFN Band Membership List maintained by the Department of Indian Affairs and Northern Development or as a Full Member of the Fort Simpson or Fort Providence Métis Local, on the Effective Date; or~~
- c) ordinarily resident in the Dehcho Settlement Area, who is accepted as a Dehcho Dene Citizen pursuant to the Community Acceptance process set out in the Dehcho Dene Constitution; or
- d) adopted as a child under laws recognized in Canada or by Dehcho Dene custom by an individual eligible for Enrolment; or
- e) a direct descendant of an individual eligible for Enrolment.

E.1.2 An individual will also be eligible to be enrolled as a Dehcho Dene Citizen in the Final Agreement if he or she is a Dehcho Dene individual who as a result of adoption as a child became a citizen of a country other than Canada.

E.1.3 An individual is not eligible to be enrolled as a Dehcho Dene Citizen while:

- a) that individual is enrolled in another Land Claims Agreement, Resource or Self Government Agreement (to be defined) unless he or she provides notice of intention to be removed from that other agreement; or
- b) that individual's name is entered on another Band Membership List, unless he or she provides notice of intention to be removed from the other Band Membership List or withdraws an application for Band Membership; or
- c) that individual's name is entered on a Métis Local Membership List other than the Fort Simpson or Fort Providence Métis Local Membership Lists respectively, unless he or she provides notice of intention to be removed from the other Membership List or withdraws an application for membership.

E.1.4 A Dehcho Dene Citizen may not enroll in another Land Claims Agreement, Resource or Self Government Agreement or make application to be on a Band Membership List or a Métis Local Membership List unless he or she provides notice to withdraw as a beneficiary under the Final Agreement.

- E.1.5 Upon applying to be enrolled as a Dehcho Dene Citizen, an individual must notify the Enrolment Committee, if he or she is a beneficiary or has applied for enrolment under another Land Claims Agreement, Resource or Self Government Agreement or if the individual's name is entered on another Band Membership List or a Métis Local Membership List.
- E.1.6 Within 120 days of the Effective Date or the date of notification of acceptance of enrolment, an individual referred to in E.1.4 who meets the eligibility criteria set out in E.1.1 and whose application for enrolment has been accepted, must provide written evidence to the Enrolment Committee demonstrating:
- a) that he or she has ceased to be a beneficiary, or has withdrawn his or her application for Enrolment under another Land Claims Agreement, Resource or Self Government Agreement, or
 - b) has withdrawn his or her application or has been removed from another Band Membership List or another Métis Local Membership List.
- E.1.7 If an individual accepted for Enrolment under E.1.5 fails to provide the required written evidence, his or her name will be removed from the Dehcho Dene Register.
- E.1.8 Until the requirements of E.1.5 have been satisfied, an individual is not entitled to exercise any rights or receive any benefits under the Final Agreement.
- E.1.9 Applications for Enrolment will be made to an Enrolment Committee to be established by the Parties at such time as agreed to by the Parties. The Committee will be established no later than 120 following the signing of this Agreement.²
- E.1.10** The burden of demonstrating eligibility will be on the applicant.
- E.2.0 ENROLMENT COMMITTEE AND REGISTRAR**
- E.2.1 The Enrolment Committee will be composed of two (or four) individuals appointed by the DFN and one (or two)³ individuals appointed by Indian Affairs and Northern Development at such time as agreed upon by the Parties.

² Canada prefers to delete this sentence.

³ Efficiency issues; to be resolved.

- E.2.2 Before the end of the Initial Enrolment Period, the Dehcho Government will designate an individual or group of individuals as the Registrar. Once the Registrar has been designated, the Enrolment Committee is dissolved.
- E.2.3 The Enrolment Committee will perform the functions of the Registrar from the Effective Date until it is dissolved. If an appeal under E.3.3 is pending, the Enrolment Committee will finalize its decision on the appeal as if it had not been dissolved.
- E.2.4 The Enrolment Committee and the Registrar will establish their own procedures and time limits for applications in accordance with the principles of natural justice.
- E.2.5 No action lies or may be commenced against the Enrolment Committee or any member of the Enrolment Committee, or the Registrar for anything said or done, or omitted to be said or done in good faith in the performance, or intended performance, of a duty or in the exercise of a power under this Chapter.

E.3.0 PREPARATION AND PUBLICATION OF THE DEHCHO DENE CITIZENSHIP REGISTER

- E.3.1 The Enrolment Committee will:
- a) as soon as practicable after the ratification vote:
 - i) prepare information respecting eligibility to be enrolled as a Dehcho Dene Citizen and make that information available to eligible individuals;
 - ii) set all dates for applications and appeals concerning the Dehcho Citizenship Dene Register;
 - iii) receive applications for the Dehcho Citizenship Dene Register and consider them based on the eligibility criteria;
 - b) after all appeals have been determined, prepare a list of applicants to the Dehcho Citizenship Dene Register who:
 - i) are eligible for Enrolment; and

- ii) have applied to be placed on the Dehcho Citizenship Dene Register; and
- iii) are not enrolled under another Land Claims Agreement, Resource or Self-Government Agreement or are not entered on:
 - a) a Band Membership List other than a DFN Band Membership List; or
 - b) a Métis Local Membership List other than the Fort Simpson or Fort Providence Métis Local Membership List respectively.
- c) by the Effective Date, publish the list of applicants as the Dehcho Dene Citizenship Register and, as soon as practicable, provide copies of the Dehcho Dene Citizenship Register to the Dehcho Dene Government, GNWT and Government of Canada.

E.3.2 Where the individual to be enrolled in the Dehcho Dene Citizenship Register is a child or is legally incompetent, the application must be made by that person's parent, guardian or legal representative.

E.3.3 An individual whose application is rejected may make an appeal in writing to the Enrolment Committee within the set timeframe;

E.3.4 A written decision on an appeal determined by the Enrolment Committee will be provided to the appellant prior to the publication of the Dehcho Dene Citizenship Register.

E.4 .0 MAINTENANCE OF THE DEHCHO DENE REGISTER AFTER EFFECTIVE DATE

E.4.1 As soon as possible after the Effective Date, the Registrar will prepare information respecting the Dehcho Dene Citizenship Register and the eligibility criteria required to be enrolled as a Dehcho Dene Citizen and make that information available to individuals eligible to be enrolled as Dehcho Dene Citizens.

E.4.2 The Registrar will:

- (a) add to the Register the names of each individual eligible to be enrolled as a Dehcho Dene Citizen; and

- (b) remove the names of the following individuals from the Dehcho ~~Dene~~ Citizenship Register:
 - i) an individual who is deceased;
 - ii) an individual who is not a Canadian citizen or permanent resident of Canada;
 - iii) an individual enrolled under another Land Claims Agreement, Resource or Self Government Agreement;
 - iv) an individual who is entered on a Band Membership List other than a DFN Band Membership List;
 - v) an individual who is entered on a Métis Local Membership List other than the Fort Simpson or Fort Providence Métis Local Membership List respectively;
 - vi) an individual enrolled by mistake or on the basis of false or misleading documentation; or
 - vii) an individual or the parent, guardian or legal representative of the individual, who applies to be removed from the Dehcho Citizenship ~~Dene~~ Register.

- E.4.3 The Registrar will make corrections to the name of an individual on the Dehcho ~~Dene~~ Citizenship Register upon application and where appropriate.

- E.4.4 An individual whose application to be added to the Dehcho Citizenship ~~Dene~~ Register is refused or whose name is removed may, within 60 days of receipt of notice of such decision, appeal in writing to the Registrar. The notice will be in writing and provide reasons and will inform the individual of the right to appeal.

- E.4.5 The Registrar will maintain a record of every person whose application to be added to the Dehcho Citizenship ~~Dene~~-Register is refused or whose name is removed from the Dehcho Citizenship ~~Dene~~ Register.

- E.4.6 The Registrar will provide each Dehcho ~~Dene~~ Citizen with proof of enrolment on the Dehcho Citizenship ~~Dene~~ Register.

- E.4.7 The Registrar will publish the Dehcho Citizenship ~~Dene~~ Register at least once a year.

E.4.8 The Registrar will send to the Dehcho Dene Government, GNWT and the Government of Canada, a copy of each annual publication of the Dehcho Dene Citizenship Register as well as notice of any additions to or subtractions from the Dehcho Citizenship Dene Register.

E.4.9 The Registrar will provide to every person reasonable access to examine the Dehcho Dene Citizenship Register and upon request provide a copy or excerpt. A fee for copies that are requested may be imposed.

E.5.0 ENROLMENT APPEAL BOARD

E.5.1 Appeals from final decisions of the Enrolment Committee will be made to an Enrolment Appeal Board to be established by the Parties before the Effective Date of the Final Agreement.

E.5.2 The Enrolment Appeal Board will be composed of three individuals, one appointed by the DFN, one appointed by the Government of Canada and one jointly appointed by the DFN and the Government of Canada.

E.5.3 The Enrolment Appeal Board will:

- a) establish its own procedures applying the principles of natural justice; and
- b) set time limits for appeals.

E.5.4 An individual may apply to the Supreme Court of the NWT for judicial review of decisions of the Enrolment Appeal Board.

E.5.5 No action lies or may be commenced against the Enrolment Appeal Board, or any member of the Enrolment Appeal Board, for anything said or done or omitted to be said or done in good faith in the performance, or intended performance, of a duty or in the exercise of a power under this chapter.

E.6.0 ENROLMENT RESPONSIBILITIES AFTER THE INITIAL ENROLMENT PERIOD

E.6.1 The Enrolment Committee and the Enrolment Appeal Board will be dissolved when they have rendered decisions in respect of those applications or appeals commenced before the end of the Initial Enrolment Period.

E.6.2 After the Initial Enrolment Period, the Dehcho Dene Government will be responsible for Enrolment procedures, including appeal procedures and will maintain an Enrolment register and provide a copy of the Dehcho Dene Citizenship Register and all related records to the Government of Canada and the GNWT annually or at another time agreed by the Parties.

E.6.3 On dissolution, the Enrolment Committee and Enrolment Appeal Board will provide their records to the Dehcho Dene Government and to the Government of Canada and the GNWT upon request.

E.7.0 COSTS

E.7.1 The Government of Canada will pay the reasonable and necessary costs of Enrolment for the Initial Enrolment Period, and appeals commenced during this period, in accordance with an approved budget, and the Dehcho Dene Government will be responsible for ongoing Enrolment costs thereafter, including the costs of its Enrolment appeal process.

De 5led May 12/09

Tabled with the Dehcho First Nations
May 12, 2009
Fort Simpson, NWT

Without Prejudice, For Discussion Purposes Only
**DEHCHO FIRST NATIONS
IRDA FUNDING 2002 - 2008**

Under the terms & conditions of the Dehcho Interim Resource Development Agreement, the Dehcho First Nations may receive an amount equal to their proportionate share of the Mackenzie Valley Resource Royalties, up to \$1 million in a given year. Based on the Dene/Métis calculations, the Dehcho's proportionate share is as follows:

12.25 percent of the first \$2.0 million of resource royalties received by the Government of Canada in the Mackenzie Valley; and

2.45 percent of any additional resource royalties received by the Government of Canada in the Mackenzie Valley.

FISCAL YEAR COLLECTED	TOTAL AMOUNT OF MV RESOURCE ROYALTIES COLLECTED	AMOUNT PAID TO THE DFN
2002-2003	\$37,011,515.50	\$530,275.00
2003-2004	\$67,463,676.07	\$ 924,430.03
2004-2005	\$79,281,232.42	\$1,000,000.00
2005-2006	\$84,664,755.10	\$1,000,000.00
2006-2007	\$32,646,401.05	\$995,836.84

Without Prejudice, For Discussion Purposes Only	
FISCAL YEAR COLLECTED	AMOUNT PAID TO THE DFN
TOTAL AMOUNT OF MV RESOURCE ROYALTIES COLLECTED	
2007 – 2008	\$1,000,000
TOTAL	\$5,450,541.87

Under the terms & conditions of the IRDA, section 20 permits the Dehcho First Nations to receive \$150,000 per year to be included in the Support to Dehcho First Nations section of the Dehcho Interim Measures Agreement.

YEAR	AMOUNT
2003	\$150,000
2004	\$150,000
2005	\$150,000
2006	\$150,000
2007	\$150,000
2008	\$150,000
TOTAL	\$900,000