

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
ELIGIBILITY AND ENROLMENT <i>Draft: Jan 28, 2010</i>			
DFN <i>April 21-23.09 in Ottawa</i>	E.1.0 Eligibility Criteria Footnote # 1	The Dehcho would also like to ensure the Eligibility Criteria include spouses. This not found in other agreements, as typically the AG may choose include spouses as citizens, depending on the criteria of 'community acceptance' found in their constitution. The issue, however, is that the way the chapter is currently drafted allows a Dehcho spouse to be part of the Eligibility Criteria prior to Effective Date of the Final Agreement, and in essence effective date of the Dehcho Constitution, which therefore allows Dehcho spouses to VOTE for the Final Agreement.	1) Canada discussing internally Responsible Party: CANADA
RATIFICATION <i>Draft: Jan 29, 2010</i>			
Canada <i>LTC meeting Nov 3-4.09</i>	R.1.6 (g) (ii) Footnote #1	Concern that we may be discriminating by removing "mentally incompetent voters" from the Enrolment List and that we may need to examine whether there are any additional/alternative procedures required with respect to mentally incompetent individuals.	Canada discussing internally Responsible Party: CANADA

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"Raised By	Article & Footnote	Issue	Status
DFN <i>DFN inserted footnote in their draft but never raised at LTC or Main Table</i>	R.1.6 (h) (iii) Footnote #2	Dehcho ask question: "Should be deadline for publication of Ratification Vote"	Has not been discussed at main table Responsible Party: DEHCHO
DFN <i>Main Table video conference Sept 29.09</i>	R.1.4 c) Footnote # 3	The DFN express the view that the only agreement that should prevent otherwise eligible individuals from voting is the Tlicho Agreement as it is currently the only land claim agreement in the NWT that has self government. Canada's response is that land and governance issues are inherently linked and that the comprehensive claims policy clearly states that in order to vote for ratification of one agreement an individual cannot belong to another agreement - an individual has to elect at the time of voting.	DFN have yet to respond to Canada's response. Responsible Party: DEHCHO
DFN <i>Main Table video conference Sept 29.09</i>	R.1.15 Footnote # 4	This new R.1.15 is intended to address the following concern expressed by the DFN: (a) Band membership is distinct from membership under an agreement (a band being an Indian Act creation and membership under an agreement generally based on inherent characteristics vs. residence). As discussed above,	The DFN have not responded to Canada's revised provision Responsible Party: DEHCHO

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		Canada does not accept that a member of another agreement can vote on the Dehcho final agreement. Canada also argues that the "no man's land" concern would only apply where an individual came into the agreement under a community acceptance process because he or she is not eligible as contemplated under the E&E provisions of whatever other agreement. If an individual is, for example, an eligible Tlicho under the Tlicho Agreement's E&E provisions then arguably he or she would have to be let back in based on the inherent characteristics that make him or her eligible.	
DFN <i>LTC meeting July 3.09</i>	R.2.1 Footnote # 5	DFN requesting clarification on what Canada pays for the Ratification Committee Canada looking into it	Canada did provide information during the Nov 30-Dec 2 negotiation session in Edmonton. DFN have not responded. Responsible Party: DEHCHO

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"Raised By	Article & Footnote	Issue	Status
IMPLEMENTATION <i>Draft: May 9, 2009</i>			
Canada <i>Main Table May 12-14, 2009 in Ft Simpson</i>	I 2.1 a) ii) Footnote #1	Canada requesting that it reads "fulfillment" instead of "completion"	The DFN to respond to Canada's suggested language Responsible Party: DEHCHO
Canada <i>Main Table May 12-14, 2009 in Ft Simpson</i>	I 2.1 a) iii) Footnote #3	Canada requesting to have two provisions added (iv) how the implementation plan may be amended ; and (v) how the implementation plan may be renewed or extended	The DFN to respond to Canada's suggested language Responsible Party: DEHCHO
Canada <i>Main Table May 12-14, 2009 in Ft Simpson</i>	I 2.1 b) Footnote #4	Canada requesting it says "The Implementation Plan does not create legal obligations" instead	The DFN to respond to Canada's suggested language Responsible Party: DEHCHO
Canada <i>Main Table May 12-14, 2009 in Ft Simpson</i>	I 2.3 Footnote #5	Canada suggests that light of the new I.2.2 (f), this provision may no longer be required.	The DFN to respond to Canada's suggestion. Responsible Party: DEHCHO
Canada <i>Main Table May 12-14, 2009 in Ft Simpson</i>	I .2.4 Footnote #6	Canada requesting to have this entire provision removed	The DFN to respond to Canada's suggestion. Responsible Party: DEHCHO

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Canada <i>Main Table May 12-14, 2009 in Ft Simpson</i>	I.3.1 The Parties will establish an Implementation Committee within 60 days of the Effective Date Footnote #7	Canada requesting we do not specify the days, but to leave it as "The Parties will establish an Implementation Committee on the Effective Date".	The DFN to respond to Canada's suggested language Responsible Party: DEHCHO
Canada <i>Main Table May 12-14, 2009 in Ft Simpson</i>	I.3.1 Footnote #8	Canada suggesting we remove "renewed" and keep it as extended, as it is redundant.	The DFN to respond to Canada's suggested language Responsible Party: DEHCHO
Canada <i>Main Table May 12-14, 2009 in Ft Simpson</i>	I.3.4 c) Footnote #9	Canada requesting this be removed. Provisions (a), (d) and (g) clarify the role of the IC	The DFN to respond to Canada's suggested language Responsible Party: DEHCHO
Canada <i>Main Table May 12-14, 2009 in Ft Simpson</i>	I.3.4 d) Footnote #10	Canada requesting "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	The DFN to respond to Canada's suggested language Responsible Party: DEHCHO
Canada <i>Main Table May 12-14, 2009 in Ft Simpson</i>	I.3.4 e) Footnote #11	Canada requesting provision be replaced with "revise the Implementation Plan as agreed"	The DFN to respond to Canada's suggested language Responsible Party: DEHCHO

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"Raised By	Article & Footnote	Issue	Status
Canada <i>Main Table May 12-14, 2009 in Ft Simpson</i>	I.3.4 h) Footnote #12	Canada suggesting that this may be redundant because of (d) and that it is not necessary to specify the activities.	The DFN to respond to Canada's suggested language Responsible Party: DEHCHO
HARVESTERS COMPENSATION <i>Draft: Feb 1, 2010</i>			
GNWT <i>LTC meeting ?</i>	General: Inclusion of compensation for harvesting activities other than wildlife harvesting (ex: plants, traditional foods, etc). Footnote # 1	GNWT feels that the focus of the chapter is on wildlife harvesting and the difficulties proving damages etc. concerning that resource. Other matters such as damage to plants, cultural activities, etc. may still be pursued - but do not think they should enjoy the advantage of absolute liability. The chapter was designed to assist, for the most part, trappers in pursuit of their livelihood.	Responsible Party: ONGOING MAIN TABLE DISCUSSION
Canada <i>July 3, 2009 LTC and Main Table Trout Lake Sept 1-3, 2009</i>	Definition of "compensation" Footnote #2	The issue is that " <u>land</u> " is included in the definition of compensation. The provision read "compensation means a cash payment, either lump sum or periodic payment, non-monetary compensation such as replace or substitution of damaged	The DFN have not responded to Canada's concern. Responsible Party: DEHCHO

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		<p>or lost land...". Issue being that we cannot oblige the Developer to replace any damaged land (where would he/she get the land from?).</p> <p>Footnote reads: "Canada considers including land as compensation problematic and inconsistent with other agreements."</p>	
<p>Canada LTC July 3.09 in Ottawa and Main Table Trout Lake Sept 1-3, 2009</p>	<p>"Traditional Activities Advocate" Footnote # 3</p>	<p>The DFN are introducing a new concept in their chapter to have a "Traditional Activities Advocate" work for the DFN Govt. In the first draft of this chapter, the DFN proposed funding the position entirely. In subsequent drafts, the position is to be funded by all parties. The definition in the chapter (draft July 12.09) "<i>Traditional Activities Advocate means person, funded by the Parties, to act as an independent advocate for the protection and enhancement of Dehcho Dene wildlife harvesting and cultural activities</i>".</p> <p>Canada and GNWT have not committed to funding this position.</p>	<p>Canada and GNWT reviewing this proposal internally</p> <p>Responsible Parties: CANADA and GNWT</p>
<p>Canada July 3, 2009 LTC and</p>	<p>General : Inclusion of</p>	<p>Increases developer's liability and it is not</p>	<p>The Dehcho have redrafted their chapter which seeks to address</p>

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<i>Main Table Trout Lake Sept 1-3, 2009</i>	compensation for harvesting activities other than wildlife harvesting (ex: plants, traditional foods, etc). Footnote # 4	measurable. The absolute liability model is intended for wildlife harvesting compensation only. Footnote reads: "Canada asks whether the protection of sacred and cultural sites cannot be achieved through land selection and/or land use planning." Linked to Footnote #1	this. Canada expressed the concern still remains, despite the redraft, during the Jan 14.10 session and suggested removing d) and e) under the definition of "harvesting activities". Responsible Party: ONGOING MAIN TABLE DISCUSSION
<i>Canada July 3, 2009 LTC and Main Table Trout Lake Sept 1-3, 2009</i>	Definition of "harvesting activities" including "sustainable and traditional" Footnote #5	The concern is that "sustainable" and "traditional" may mean different things for different parties and there could be a foreseeable implementation issue here. Canada's preference would be to use "Subsistence" which will be a defined term.	DFN have not responded to Canada's preference. Responsible Party: DEHCHO
<i>Canada July 3, 2009 LTC, Main Table Trout Lake Sept 1-3, 2009 and Main Table Video Conference Jan 14, 2010</i>	Definition of "harvesting activities" including e) gathering of plants, fish or wildlife used for medicinal or	Same issue raised in footnote #4. Footnote reads: "Canada sees this as unacceptable"	See footnote # 4, same status

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	ceremonial purposes Footnote #6		
Canada <i>July 3, 2009 LTC, Main Table Trout Lake Sept 1-3, 2009 and Main Table Video Conference Jan 14, 2010</i>	Definition of "harvesting activities" including g) access to lands or waters for any of the above activities Footnote # 7	Canada is concerned about public safety for people with unrestricted entry to mining properties for harvesting because of the nature of the land use, eg. Heavy equipment, blasting, etc. Canada also questions what this means. Does this mean the DFN could potentially be compensated for non-access to an area where they hunt? How would this even be measured? Linked to footnote #4 and including compensation for things other than wildlife harvesting. Footnote reads: "Is this dealt with in Access?" which does not capture Canada's concern.	See footnote # 4, same status
Canada <i>LTC July 3.09 in Ottawa</i>	HC 2.1 The purpose of this chapter ...	The federal preference not to have purpose statements in the AIP chapters.	DFN have yet to respond to concern.

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	Footnote #8		Responsible Party: DEHCHO
Canada <i>LTC July 3.09 in Ottawa</i>	HC 2.2 (c) Footnote # 9	Footnote reads: Canada suggests "harvested" instead of "harvesting". Not sure why this was raised?	DFN have not responded to concern. Responsible Party: DEHCHO
Canada <i>LTC July 3.09 in Ottawa</i>	HC 2.4 inclusion of Regulatory Authorities Footnote # 10	The Dehcho have included Regulatory Authorities in the mitigation efforts. Canada legal counsel raised concern during LTC meeting given that only those who are directly impacted by the event should be part of the mitigation efforts (such as the Dehcho Dene and the Dehcho Government). Footnote reads: "Canada questions whether Regulatory Authorities should be included. They are not included in other agreements"	DFN have not responded to concern. Responsible Party: DEHCHO

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"Raised By	Article & Footnote	Issue	Status
Canada <i>LTC Jan 4-5.10</i>	<p>HC. 2.6 If agreement has not been reached between a Developer and a Dehcho Citizen or the Dehcho Government with respect to a claim for compensation within 30 days of the submission of a claim in writing by the Dehcho Citizen or the Dehcho Government, either party may refer the dispute for resolution in accordance with chapter DR xx.</p> <p>Footnote # 11</p>	<p>Canada raised the concern that it may not be clear in this section that the model for harvesters compensation is based on the absolute liability model and resolution of a dispute goes to DR not the court.</p> <p>Footnote reads: Need to clarify whether a party could still litigate or whether DR is only option.</p>	<p>DFN have not responded to concern.</p> <p>Responsible Party: DEHCHO and MAIN TABLE DISCUSSION MAY BE REQUIRED</p>
Canada <i>LTC July 3.09 in Ottawa</i>	<p>HC 2.7 (b) recommend that the Developer, the Dehcho Citizen or the Dehcho Government take or</p>	<p>Canada noted that Regulatory Authorities are not mentioned in this clause. This was raised because it is inconsistent with the language in HC 2.4</p> <p>The issue is still as in Footnote # 10</p>	<p>DFN have not responded to concern.</p> <p>Responsible Party: DEHCHO</p>

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	refrain from taking certain action in order to mitigate further loss or damage; Footnote #12		
Canada <i>LTC Nov 3-4.09</i>	Missing language on limits of liability Footnote #13	To be consistent with other agreements, a new provision needs to be added: "Legislation may provide for limits of liability of Developers, the burden of proof on claimants, limitation periods for making claims and other matters not inconsistent with the Final Agreement"	DFN captured suggested language in footnote but have not responded to issue. Responsible Party: DEHCHO
Canada <i>LTC Jan 4-5.10</i>	HC 3.1 Traditional Activities Advocate Footnote #15 (<i>should be #13 but the footnote is off</i>)	Canada questioned if this provision on the TAA may be more suitable in another chapter. Linked to Footnote # 3 as Canada and GNWT have not agreed to fund this position	Linked to Footnote #3. Once #3 is addressed, the parties can address this footnote.

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EXPROPRIATION <i>Draft: Dec 14, 2009</i>			
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	E.X 1.1 Footnote # 1	<p>This section describes the interest of the parties in maintaining the integrity of the Dehcho Ndehe. Canada cannot agree to this interest as a general principle and has requested alternative language.</p> <p>Footnote reads: "Canada and the GNWT acknowledge:</p> <ul style="list-style-type: none"> a) the interest of the Dehcho Government in maintaining the quantum and integrity of the Dehcho Ndehe; b) that as a general principle they will attempt to acquire lands for public purposes through agreement with the Dehcho Government; and c) that expropriation of Dehcho Ndehe will be avoided as a general principle, but if expropriation is necessary, the minimum interest required will be taken." 	<p>The Dehcho have footnoted Canada's concerns but have not provided any feedback</p> <p>Responsible Party: DEHCHO</p>

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"Raised By	Article & Footnote	Issue	Status
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 1.1 c) will make reasonable efforts to reach agreement regarding expropriated lands Footnote # 2	Canada and DFN appear to agree on the intent of 1.1 (b), Canada's suggested wording includes "as a general principle they will attempt to acquire lands...through agreement."	This Footnote is commenting on the similarities between Canada's suggested language and the language drafted by DFN
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 1.1 d) "will occur only as necessary for a Public Purpose" Footnote # 3	Canada raised concern with this provision and suggested alternative language "will be avoided unless the lands are necessary for a public purpose".	The Dehcho have footnoted Canada's concerns but have not provided any feedback Responsible Party: DEHCHO
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 2.1 Footnote # 4	Canada pointed out that although this is consistent with 12.4.1 of the NILCA, it is not found in the NWT agreements and would required further analysis.	The Dehcho have footnoted this concern and Canada is to respond. Responsible Party: CANADA
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 2.2 Footnote #5 EX 2.5 Footnote #7 EX 2.8b)Footnote #11 EX 2.13 Footnote #15 EX 2.14 d) Footnote #20 (note that Footnote reads "Ibid" but should not as Ibid refers to the	This issue comes up in a number of places in this chapter. The language in its current form guarantees that the size and integrity of the Dehcho Ndehe will be maintained, and not reduced, and guarantees that compensation will come in the form of additional lands. This is a core issue as	The Dehcho have footnoted Canada's concerns but have not provided any feedback Responsible Party: MAIN TABLE DISCUSSION REQUIRED

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"Raised By	Article & Footnote	Issue	Status
	<i>previously cited footnote and the previously cited footnote does not address this issue)</i>	Canada cannot guarantee that the size of the Dehcho lands will be maintained. Therefore, Canada's position is that compensation for expropriation may include cash, land or a combination of both.	
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 2.3 c) Footnote # 6	Canada pointed out that although this section is consistent with NILCA (except for b) "including public hearings"), the provision is not found in the NWT agreements and would required further analysis. This concern has been captured in a footnote	The Dehcho have footnoted this concern and Canada is to respond Responsible Party: CANADA
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 2.6 Footnote #8	Footnote reads: Consistent with Tlicho 20.4.1	Given this is not an issue but merely a point, Canada would like to suggest removing the footnote.
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 2.7 Footnote #9	Canada pointed out that although this provision is consistent with Tlicho 20.4.1, it is important to note that this clause was acceptable in Tlicho because they selected one contiguous block of land (equal	The Dehcho have footnoted Canada's concerns but have not provided any feedback Responsible Party: DEHCHO

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		surface and subsurface). Also, the language in Tlicho is the expropriating authority <u>shall offer available</u> lands that are adjacent to Tlicho lands. Key words being "offer" and "available". Dehcho's provision does not have either of those, therefore limiting the possibility of finding suitable replacement lands.	
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 2.8 a) Footnote #10	Canada raised this provision as a concern as an agreement is not required in order for the Minister to expropriate. The Minister and the Dehcho Govt will first attempt to come to a land exchange/transfer agreement and then if that fails, the parties will be reach an agreement on compensation for expropriation. If an agreement cannot be reached on compensation, the parties will go to DR.	The Dehcho have footnoted Canada's concerns but have not provided any feedback Responsible Party: DEHCHO
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 2.10 Footnote #12	The Footnote reads: Same language in federal draft tabled February 2008	Given this is not an issue but merely a point, Canada would like to suggest removing the footnote
Canada	EX 2.11	This is not something Canada can agree to	The Dehcho have footnoted

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<i>Trout Lake negotiation session Sept 1-3, 2009</i>	Footnote #13	for two reasons. First, the Dehcho's asserted traditional territory, as identified in Appendix A of the Framework Agreement, falls into jurisdictions outside of the NWT and this agreement will only address DFN assertions in the NWT. Secondly, the assertions identified in the map overlap into other Aboriginal groups' settled areas, Sahtu for example, and again Canada cannot guarantee that lands in another Aboriginal group's settled area will be available as exchange lands. The federal position is that exchange lands will be provided in the Dehcho's settlement area. The Dehcho's settlement area will be defined as the area in which the Final Agreement will apply, which does not include areas outside of the NWT or areas that overlap with other Aboriginal groups.	Canada's concerns but have not provided any feedback Responsible Party: DEHCHO
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 2.12 Footnote # 14	Footnote reads: Consistent with Tlicheo 20.1.1 and other agreements.	Given this is not an issue but merely a point, Canada would like to suggest removing the footnote
Canada <i>Trout Lake negotiation</i>	EX 2.13 a) the market value of the	Same language in federal draft tabled Feb. 2008 except "at the time notice of	Canada will need to consider if this addition is acceptable.

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<i>session Sept 1-3, 2009</i>	expropriated interest at the time the notice of expropriation is made Footnote #16	expropriation is made" has been added.	Responsible Party: CANADA
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 2.13 e) "any adverse effect on any cultural or other special value of Dehcho Ndehe in which an interest has been expropriated" Footnote #17	Canada suggests "recognized in law and held by the Dehcho First Nations, and provided that there will be no increase in the total value of compensation on account of any Section 35 Rights stemming from the Constitution Act, 1982" This concern was first raised by Canada when Expropriation was first discussed in 2008.	The Dehcho have footnoted Canada's concerns but have not provided any feedback Responsible Party: DEHCHO
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 2.14 b) "they may not be alienated to any party other than the Dehcho Govt, where such lands are wholly surrounded by Dehcho Ndehe, without the consent	Canada raised a concern here because this provision essentially provides the DFN with a veto as to who purchases the land and Canada cannot agree to this. DFN believe this concept reinforces their position of maintaining the integrity of Dehcho Ndehe.	The Dehcho have footnoted Canada's concerns but have not provided any feedback. This is linked back to the same issues found in Footnotes #5, #7, #11, and #15. Responsible Party: MAIN TABLE DISCUSSION REQUIRED

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"Raised By	Article & Footnote	Issue	Status
	of the Dehcho Govt" Footnote #18		
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 2.14 c) Footnote #19	Footnote reads: Consistent with Tlicho 20.4.11 and other agreements	Given this is not an issue but merely a point, Canada would like to suggest removing the footnote
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 2.14 e) Footnote #21	Canada raised a number of concerns with 2.14 e), primarily because it is the Expropriating Authority who will determine the price for the reacquisition of the lands. Also, how would the parties determine an appropriate annual % increase? What would this be based on? What if the value of land takes a FALL in monetary value? Would the Dehcho be expected to accept less as a result? This concern has been captured in a footnote	The Dehcho have footnoted Canada's concerns but have not provided any feedback Responsible Party: DEHCHO
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 2.15 Footnote #22	Footnote reads: Consistent with Tlicho 20.4.11 and other agreements.	Given this is not an issue but merely a point, Canada would like to suggest removing the footnote
Canada <i>Trout Lake negotiation</i>	EX 2.16 b) those lands remain subject	Canada requested that "for the purpose of expropriation" be replaced with "federal	The Dehcho have footnoted Canada's concerns but have not

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<i>session Sept 1-3, 2009</i>	to Dehcho Government laws, except to the extent those laws are inconsistent with the use of the lands for the purpose of expropriation Footnote #23	or territorial public purposes as determined by the Federal or Territorial Expropriating Authority"	provided any feedback Responsible Party: DEHCHO
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	EX 2.16 c) the Dehcho Government or any person authorized by the Dehcho Government may continue to use the lands unless that use is inconsistent with the purpose of expropriation Footnote #24	Canada pointed out that although the language is found in Lheidli T'enneh s.125, c) "but as determined by the Authority" would need to be added and the provision is not found in the NWT agreements and would required further analysis.	The Dehcho have footnoted this concern and Canada is to respond Responsible Party: CANADA
Canada <i>Trout Lake negotiation session Sept 1-3, 2009</i>	New Language <i>(not footnoted but</i>	Canada proposed new language on Replacement/Exchange Lands and on Public Roads.	The Dehcho have inserted the new language but have not provided any feedback or confirmed if they

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	<i>inserted directly in the chapter)</i>		agree to the language. Responsible Party: DEHCHO
WILDLIFE HARVESTING <i>Draft: Feb 13.10</i>			
Canada & DFN <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	General Footnote #1	The draft currently reads that the Dehcho "have the right" whereas Canada prefers the language to read "The Final Agreement will provide that the Dehcho have the right ..." *This issue also applies to the MB, PH and TH chapters , although in the PH chapter Canada's preferred language has been inserted "The Final Agreement will recognize that ..."	Responsible Party: MAIN TABLE DISCUSSION REQUIRED
DFN <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	W.1.3 "Subject to W.1.5 and W.1.6, the right recognized in W.1.1 may be limited or restricted ..." Footnote #4	Footnote reads: Dehcho Citizens will have exclusive jurisdiction to limit or restrict harvesting in Dehcho Ndehe and on Dehcho community lands. This entire clause (W.1.4 may be moved to after W.1.6 for clarity in interpretation).	This issue is linked to the DFN's request for exclusive jurisdiction although the footnote isn't very clear. Requires clarification from DFN Responsible Party: DEHCHO

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GNWT <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	W.1.5, Footnote #5 W.1.6, Footnote #6 W.2.4 no footnote W.4.3 Footnote #18 W.5.2 no footnote W.5.3 no footnote	Footnote for W.1.5 reads: W.1.5, W.1.6, W.2.4, W.4.3, W.5.2 and W.5.3 are related in these ways: 1) they relate to management harvesting issues whereas the focus of the chapter is on the harvesting of wildlife for subsistence purposes. DFN response: they relate to jurisdiction, not management, of wildlife harvesting. Management is to be developed. 2) GNWT: these do not reflect the GNWT position that the Minister has jurisdiction over wildlife on a regional basis because of the nature of the resource. That jurisdiction is informed by a regional resource management board comprised of all stakeholders on the Dehcho region. DFN response: the DCRMA will manage and administer wildlife management.	<p>This issue is linked to the DFN's request for exclusive jurisdiction</p> <p>Responsible Party: DEHCHO, in relation to GNWT comments and CANADA and GNWT in relation to the exclusive jurisdiction.</p>
GNWT & Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	W.1.6 "In the event of an Emergency, Canada or the Government of the Northwest Territories, as applicable, may impose an interim limitation or	Federal and Territorial uncomfortable with consulting "after the fact". *Same issue in MB provision 1.5 *	<p>The Dehcho have footnoted Canada and GNWT concerns but have not provided any feedback</p> <p>Responsible Party: DEHCHO</p>

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	restriction pursuant to W.1.4 and W.1.5 without prior Consultation but will Consult ..." Footnote #7		
GNWT & Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	W.1.6 "...but will Consult the Dehcho Government as soon as possible thereafter, demonstrating the necessity of the action taken ..." Footnote #8	The federal and territorial preference is to replace "demonstrating" with "regarding". * Same issue in MB provision 1.5 *	The Dehcho have footnoted Canada and GNWT concerns but have not provided any feedback Responsible Party: DEHCHO
GNWT & Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	W.1.7 Footnote #9	Canada and GNWT request to add "c) recognize the rights to commercial harvest or sale" to the list. DFN proposing: "Nothing in this chapter would be construed to..." rather than "Nothing in the Agreement would be	DFN stated they were still considering the suggested addition. Responsible Party: DEHCHO All parties to discuss further.

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"Raised By	Article & Footnote	Issue	Status
		construed to..."	
Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	W.1.8 & W.1.11 Footnote #10	Footnote reads: Is there a reason that "tax" is here – Canada notes that it is not necessary – they may be right. Chris to review. DFN LTC understand the word "tax" is inserted to foreclose on the possibility on a future 'fee' in the form of a 'tax' on any aspect of Dehcho harvesting *Same issue in MB 1.7 *	DFN still considering whether they still wish to have it included. Canada pointed out that if they do, Dept of Finance will need to address the issue. Responsible Party: DEHCHO
Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	W.1.10 Footnote #11	Canada has proposed this alternative wording to clarify that general laws of application respecting the humane harvesting of wildlife still apply: "The Dehcho Agreement will recognize that Dehcho Citizens have the right to utilize any method, and to possess and use any equipment, for the purpose of the Harvesting of Wildlife pursuant to W.1.1, subject to Legislation respecting the humane Harvesting of Wildlife and public safety. Subject to Legislation, the Dehcho Government may impost restrictions on (the right to utilize any method, and to	This issue is linked to the DFN's request for exclusive jurisdiction Responsible Party: DEHCHO, in relation to Canada's comments and CANADA in relation to the exclusive jurisdiction.

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
		possess and use any equipment, for the purpose of the Harvesting of Wildlife) OR (the right to Harvest by any means) for reasons necessary for the humane Harvesting of Wildlife." DFN noted that it may be redundant given that there will be a general clause on laws of general application.	
Canada <i>LTC meeting Feb 12.10</i>	W.1.11 Dehcho Citizens have the right to possess and transport anywhere in Canada the Edible and Non-Edible Parts of Wildlife harvested pursuant to W.1.1 Footnote #12	Footnote reads: Canada wants to add "subject to identification requirements established by legislation"	The Dehcho have footnoted Canada's concerns but have not provided any feedback Responsible Party: DEHCHO
Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	W.2.1 The Dehcho Citizens have the right to gift a) the Non-Edible Parts of Wildlife harvested to any individual for <u>Subsistence</u>	Footnote reads: be defined such that Dehcho Citizens retain traditional harvesting rights activities including food, clothing, shelter, spiritual and cultural purposes, medicine, ceremonies, handicrafts and tools.	The parties did not resolve this issue and this will come up again when the parties are working on the Definitions section of the AIP. Responsible Party: MAIN TABLE DISCUSSION REQUIRED

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
	Footnote #13		
LTC <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	W.2.1 Footnote #14	The LTC questions whether "for their personal use" and "personal consumption" is necessary given Subsistence will be defined.	Same issue in Footnote #13 Responsible Party: MAIN TABLE DISCUSSION REQUIRED
Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	W.3.0 Footnote #16	Canada raised concern that restrictions on Access needs to be inserted. *Same issue in MB 3.3 *	Canada has provided the Access provisions but they have not been footnoted. Responsible Party: DEHCHO
Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	W.4.2 "... that could adversely affect the exercise of the right to harvest wildlife as set out in the Dehcho Agreement" Footnote #17	Footnote reads: Note that other Agreements restrict the duty to consult within Settlement Areas. Canada pointed out that the duty to consult resides in the Settlement Area and this would need to be specified. *Same issue MB 4.2 *	Dehcho to respond Responsible Party: DEHCHO
MIGRATORY BIRDS HARVESTING <i>Draft: Feb 24.10</i>			

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
DFN <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	MB 1.1, Footnote #1 MB 3.1, Footnote #13	The draft currently reads that the Dehcho "have the right" whereas Canada prefers the language to read "The Final Agreement will provide that the Dehcho have the right ..." *This issue also applies to the WH, PH and TH chapters , although in the PH chapter Canada's preferred language has been inserted "The Final Agreement will recognize that ..."	Responsible Party: MAIN TABLE DISCUSSION REQUIRED
DFN <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	MB 1.1 Footnote #2	The DFN are consulting with membership with respect to the scope of harvesting which this chapter should cover.	DFN to respond Responsible Party: DEHCHO
Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	MB 1.2 Footnote #4	Canada prefers "related to" rather than "necessary"	LTC to examine this Responsible Party: LTC
Canada <i>LTC meetings Nov 3-4.09 and main table</i>	MB 1.4 Footnote #5	Canada would like to add: "To the extent reasonable, Canada will Consult with..."	LTC to examine this and DFN to respond

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
<i>discussions Nov 30-Dec2.09</i>		Canada to seek further clarification on "To the extent reasonable..."	Responsible Party: LTC and DEHCHO Responsible Party: Canada
Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	MB 1.5 Footnote #6	Footnote reads: Canada prefers not to use "consult" when describing discussions after the fact.	Same issue found in WH under provision 1.6 Footnote #7 DFN have footnoted concern but have not provided feedback. Responsible Party: DEHCHO
Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	MB 1.5 Footnote #7	DFN has suggested that if "Consult" is used, they would be okay with "regarding" instead of "demonstrating".	Same issue found in WH under provision 1.6 Footnote #8. Responsible Party: Canada
Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	MB 1.7 "Dehcho Citizens will not be subject to any tax..." Footnote #8	Footnote reads: Is "tax" necessary here?	Same issue found in WH under provision 1.8 & 1.11 Footnote #10. DFN still considering whether they still wish to have it included. Canada pointed out that if they do, Dept of Finance will need to

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
			<p>address the issue.</p> <p>Responsible Party: DEHCHO</p>
<p>Not sure who raised this (Canada or GNWT?) <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i></p>	<p>MB 1.10 Dehcho Citizens have the right to possess and transport anywhere in Canada..."</p> <p>Footnote #9</p>	<p>Dehcho Citizens have the right to possess and transport anywhere in Canada. Footnote added to say "may need to be subject to provincial laws restricting transport"</p>	<p>Canada to respond to DFN suggestion.</p> <p>Responsible Party: CANADA</p>
<p>DFN <i>LTC meeting Feb 12.10</i></p>	<p>MB 1.10 "...When exercising this right, Dehcho Citizens will not be required to obtain a licence from Canada..."</p> <p>Footnote #10</p>	<p>Footnote reads: DFN say "from Canada" should be deleted</p>	<p>Canada to respond to DFN suggestion</p> <p>Responsible Party: CANADA</p>
<p>Canada <i>LTC meeting Feb 12.10</i></p>	<p>MB 3.3</p> <p>Footnote #14</p>	<p>Canada proposes: "MB 3.3 This right of access does not apply: (a) on Indian reserve lands; (b) on lands held in fee simple, lands subject to an agreement for sale or lands subject to a surface lease: (i) within Community boundaries; (ii) outside Community boundaries where the</p>	<p>Same issue in WH provision 3.0 Footnote #16.</p> <p>DFN to respond to Canada's proposed language</p> <p>Responsible Party: DEHCHO</p>

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
		land is less than ten (10) hectares in area and is fenced or otherwise identifiable; (iii) where the Harvesting of Migratory Birds would be visibly incompatible with the use of the land; or (c) where lands are dedicated to military or national security purposes pursuant to legislation, or to areas temporarily being used for military exercises for the period of such temporary use, after notice of such dedication or use has been provided to the Dehcho Government.	
DFN <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	MB.3.3 "This right of access does not apply on: a) lands held in fee simple" Footnote #15	Footnote reads: This is not intended to include Dehcho Ndehe, which may be fee simple lands.	Footnote unclear. DFN to clarify if they would like the provision to state that this is not intended to include Dehcho Ndehe or if it was just a statement Responsible Party : DEHCHO
DFN <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	MB 3.3 c) outside Community boundaries where the land is less than ten (10) hectares in area and is fenced	The DFN feel 10 hectares is a very large area	The DFN have not provided any alternatives to 10 hectares and it is unclear what the concern is. Responsible Party: MAIN TABLE DISCUSSION REQUIRED

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
	Footnote #16		
Canada <i>LTC meeting Jan 4.10</i>	MB 3.3 c) outside Community boundaries where the land is less than ten (10) hectares in area and <u>is fenced</u> Footnote #17	Footnote reads: Canada wants "...fenced or otherwise identifiable;"	DFN to respond to Canada's proposed language Responsible Party: DEHCHO
Canada <i>LTC meeting Jan 4.10</i>	MB 3.3 d) where Migratory Bird Harvesting would be wholly incompatible with the use of the land Footnote #18	Canada may prefer "visibly" rather than "wholly". Other option: use neither wholly nor visibly; just "incompatible".	DFN to respond to Canada's proposed language Responsible Party: DEHCHO
Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	MB 3.4 b) Footnote #19	Canada: other land claim agreements require the Consent of owners, not simply consult with owners.	The Dehcho have footnoted but have not provided any feedback Responsible Party: DEHCHO
Canada <i>LTC meetings Nov 3-4.09 and main table</i>	MB 4.2	Footnote reads: Other land claim agreements only require governments to	Same issue in WH provision 4.2 Footnote #17.

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
<i>discussions Nov 30-Dec2.09</i>	Footnote #20	consult with respect to proposed activities within Settlement Area. Issue for Canada is that the duty to consult with reside within the Settlement area.	The Dehcho have footnoted but have not provided any feedback Responsible Party: DEHCHO
Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	MB 5.1 Prior to Final Agreement, the Parties will address: a) the manner in which Migratory Birds will be managed; Footnote #21	Footnote reads: Canada wants "...managed within the Dehcho Settlement Area;"	The Dehcho have footnoted but have not provided any feedback Responsible Party: DEHCHO
Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	MB 5.1 b) the participation of the Dehcho Government in the management of Migratory Birds Footnote #22	Footnote reads: Canada proposes: "MB 5.1 a) the manner in which Migratory Birds will be managed within the Dehcho Settlement Area; and b) the participation of the Dehcho First Nations Government in the management of Migratory Birds within the Dehcho Settlement Area." Issue for Canada is the provision should	The Dehcho have footnoted but have not provided any feedback Responsible Party: DEHCHO

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
		clarify that DFN's participation of management of MB would only be in Settlement Area	
Canada <i>LTC meetings Nov 3-4.09 and main table discussions Nov 30-Dec2.09</i>	MB 5.1 Footnote #23	Footnote reads: Other land claim agreements only purport to include First Nations in management regimes wholly within respective Settlement Areas	Footnotes #21, 22 and 23 are all dealing with the same issue. #21 offers new language, so Canada would like to suggest deleting #21 and #23.
PLANT HARVESTING <i>Draft: Feb 11.09</i>			
LTC <i>LTC meetings Nov 16-17.09</i>	P 1.4 b) "for purposes related to..." Footnote #3 (<i>should be #1 but the footnotes are off</i>)	The LTC will review various alternatives to this threshold "related to" necessary to", other.	LTC to review language Responsible Party: LTC
LTC <i>LTC meetings Nov 16-17.09</i>	P.1.4 iv) land management within community boundaries Footnote #4 (<i>should be #2 but the footnotes are off</i>)	The LTC is considering the necessity of this provision	LTC to review Responsible Party: LTC

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
LTC <i>LTC meetings Nov 16-17.09</i>	P.1.8 (a) "confer" Footnote #5 (<i>should be #3 but footnotes are off</i>)	LTC is discussing the term "confer" and alternatives. Issue is whether "consultation" is the proper concept when dealing with past rather than present or future actions	Same issue raised in WH 1.6 Footnote #7 and MB 1.5 Footnote #6 LTC to work on alternative language to consult and DFN to consider Canada's suggestion "confer" Responsible Party: LTC and DEHCHO
LTC <i>LTC meetings Nov 16-17.09</i>	P.1. 9 d) "entitle Dehcho Citizens to any compensation for damage to or loss of Plants or Plant Harvesting opportunities within the Dehcho Settlement Area" Footnote #6 (<i>should be #4 but footnotes are off</i>)	Footnote reads: LTC Note: this is linked to an ongoing issue in the Wildlife Compensation Chapter.	No responsible party. Footnote is a point, not an issue.
LTC	P.1.9 e) "preclude	LTC to consider whether a Land Use	LTC to continue discussion?

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
LTC meetings Nov 16-17.09	<p>individuals who are not Dehcho Citizens from Harvesting Plants, except that they may be precluded from doing so by Legislation"</p> <p>Footnote #7 (<i>should be #5 but footnotes are off</i>)</p>	<p>Planning reference is needed.</p>	<p>Responsible Party: LTC</p>
LTC LTC meetings Nov 16-17.09	<p>P.2.2 b) "traditionally traded" issue</p> <p>Footnote #8 (<i>should be #6 but footnotes are off</i>)</p>	<p>Footnote reads: now reflects GNWT mandate on gifting and trading of plants</p> <p>Language is: "<i>members of other Aboriginal groups in the Dehcho Traditional Trading Area</i>"</p>	<p>Same issue linked back to MB 2.2 b) ii) and WH 2.2 b) ii) although those provisions where it says "traditionally traded". Need to clarify from GNWT if the same language will be in the WH chapter and need to clarify with Canada if "traditionally traded" language in MB chapter still applies.</p> <p>Responsible Party: GNWT and CANADA</p>
TREE HARVESTING			

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
<i>Draft dated: June 28.09</i>			
GNWT <i>LTC meeting July 3.09</i>	T.1.1 "With the exception of the provisions set out in T.5 Tree Management, this chapter does not apply to Dehcho Ndehe Footnote #1	Footnote reads: Rationale for this clause is to clearly set out that on Dehcho Settlement Lands, the fee simple owner owns the resource. Certain management aspects would apply (eg. Creating an erosion to a stream and habitat protection). This approach is also found in the Tlicho Agreement.	This footnote is a statement made for clarification and not an issue No follow up needed.
GNWT <i>LTC meeting July 3.09</i>	T.1.2 Footnote #2	Footnote reads: Tree Harvesting by Dehcho Citizens and the participation of the Dehcho First Nations Government in the management of Trees within a National Park will be set out in the National Parks chapter.	This footnote is a statement made for clarification and not an issue No follow up needed.
DISPUTE RESOLUTION <i>Draft: Nov 23, 2009</i>			
DFN <i>LTC meetings Nov 3-4.09 and main table</i>	DR 1.6 Footnote #1	Dehcho still considering this terminology of saying "Dehcho Citizen"	This was raised discussed during the Nov 30- Dec.2.09 session.

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
<i>discussions Nov 30-Dec2.09</i>		This concern has been captured in a footnote	The Dehcho have not provided any feedback Responsible Party: DEHCHO
ACCESS <i>Draft: Nov 25, 2009</i>			
Canada <i>LTC meetings Nov 3-4.09 and Main Table Nov 30 – Dec 2.09</i>	Inclusion of future Part IX Linear Projects Footnote #1	Need to address access to Dehcho Ndehe for purposes of planning, constructing, operating and maintaining linear projects. For greater certainty, a linear project means a pipeline, communication or electrical transmission line, railway, all season public highway or other linear infrastructure, including all necessary ancillary work	Ongoing internal discussion on this issue. Canada will be providing language on Linear Projects. Responsible Party: CANADA
Canada <i>LTC meetings Nov 3-4.09 and Main Table Nov 30 – Dec 2.09</i>	Inclusion of future Part X on Access by other Aboriginal people Footnote #2	To be discussed given Dehcho and ADK overlapping areas	Responsible Party: MAIN TABLE DISCUSSION REQUIRED
DFN <i>main table discussions Nov 30-Dec2.09 and Main Table Nov 30 –</i>	General Footnote #3	The DFN believe that the provisions of this chapter should reference the Dehcho Land Use Plan	Unclear how and where. Responsible Party: MAIN TABLE DISCUSSION REQUIRED

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
<i>Dec 2.09</i>			
DFN <i>LTC meetings Nov 3-4.09 and Main Table Nov 30 – Dec 2.09</i>	A.1.3 Footnote #4	Footnote reads: Will navigation be a defined term?	Canada to provide feedback Responsible Party: CANADA
DFN <i>LTC meetings Nov 3-4.09 and Main Table Nov 30 – Dec 2.09</i>	A.1.4 Footnote #5	Footnote reads: Will Emergency be a defined term? If so, need consistency with respect to other chapters including harvesting chapters.	Canada to provide feedback Responsible Party: CANADA
DFN <i>main table discussions Nov 30-Dec2.09</i>	A.2.1 d) Footnote #6 A.2.3 Footnote #9 A.2.4 Footnote #10 A.5.3 Footnote #20 A.7.5 Footnote #30 A.7.6 Footnote #31 A.15.3 Footnote #57 A.17.3 Footnote #62 A.17.4 Footnote #63 A.17.6 d) Footnote #65	DFN propose: "...Legislation enacted by the Dehcho Government after consultation with Canada. The DFN feel because this is on DFN lands, then it would be on DFN legislation not federal or territorial legislation. They do acknowledge this is not in other agreements.	This is linked to DFN request for exclusive jurisdiction on their settlement lands. Responsible Party: CANADA
DFN	A.2.2	DFN suggest "...under A.2.1 may, with	Canada to respond.

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
<i>main table discussions</i> <i>Nov 30-Dec2.09</i>	Footnote #7	the consent of the Dehcho Government, ..." The DFN propose that if they will not get paramount legislation than they should get this addition.	Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.2.2 b) Footnote #8 A.5.5 Footnote #21 A.15.4 Footnote #58 A.17.5 Footnote #64	DFN propose: "...any <i>necessary</i> mode of transport." The DFN are open to look at other wording, but necessary or means of transport concept must be consistent. Concern is that there is a lot of means of transport that could be used disrespectfully.	Canada to respond. Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.2.5 Footnote #11	DFN would like to add Or Trespass Act enacted by the Dehcho Government after "will be considered a trespasser and the common law". DFN point out that most provinces, if not	Canada to respond. Responsible Party: CANADA

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
		all, have a trespass act. The GNWT do not have a Trespass Act. This possibility would therefore mean that we wouldn't have to deal with common law when dealing a trespasser.	
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.3.1 Footnote #12 A.6.1 Footnote #23 A.8.1 Footnote #33 A.11.1 Footnote #48 A.14.1 Footnote #55 A.16.1 Footnote #59 A.18.1 Footnote #66	The DFN question whether mere negligence on the part of the Dehcho Govt should give rise to a cause of action in these circumstances. "Gross negligence" may be a more appropriate standard.	Canada to respond. Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.3.2 Footnote #13	DFN suggest "possible" instead of "practicable"	Canada to respond. Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.3.2 c) Footnote #14	DFN believe this wording creates uncertainty and suggest that "existing routes" be identified on a map to be attached to the Dehcho Agreement.	Canada to respond. Responsible Party: CANADA
DFN	A.3.4 b)	DFN ask if Camps is intended to include	Canada to respond.

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
<i>main table discussions</i> Nov 30-Dec2.09	Footnote #15	Dene hunting camps?	Responsible Party: CANADA
DFN <i>main table discussions</i> Nov 30-Dec2.09	A.3.4 c) Footnote #16	DFN ask if this is intended to prohibit temporary seasonal Camps or permanent camps?	Canada to respond. Responsible Party: CANADA
DFN <i>main table discussions</i> Nov 30-Dec2.09	A.3.5 Footnote #17	DFN suggest that we should also define "seasonal" as it could be a one time or use in perpetuity. This concern has been captured in a footnote	Canada to respond. Responsible Party: CANADA
DFN <i>main table discussions</i> Nov 30-Dec2.09	Sections 4.1 to 4.4 Footnote #18	Footnote reads: Sections 4.1 – 4.4 are unnecessary if, as the DFN propose, the Dehcho Government has exclusive or paramount jurisdiction to enact legislation governing access to Dehcho Ndehe	This is linked to DFN request for exclusive jurisdiction on their settlement lands. Canada to respond. Responsible Party: CANADA
DFN <i>main table discussions</i> Nov 30-Dec2.09	A.5.1 Footnote #19	DFN propose that "Interest" should be defined and question if it would include prospecting permits and mineral claims.	Canada to respond. Responsible Party: CANADA

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.5.6 Footnote #22 A.7.7 Footnote #32	DFN propose also to make unauthorized access subject to prosecution under any Trespass Act enacted by the DFN Govt. This concern has been captured in a footnote	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.6.3 Footnote #24	DFN propose to add "subject to terms imposed by the DCRMA"	This is linked to DFN's DCRMA proposal. Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.6.4 Footnote #25	DFN propose to reference the DCRMA	This is linked to DFN's DCRMA proposal. Canada to respond Responsible Party: CANADA

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.6.5 The right of access under A.5.1 is subject to any restrictions or prohibitions established by Legislation Footnote #26	DFN propose: "Legislation enacted by the Dehcho Government"	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.7.1 Footnote #27	DFN propose to define Dehcho Ndehe as including water and water beds	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.8.2 a) Footnote #34	DFN propose "...most direct <i>existing</i> route"	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.8.3 b) ii) Footnote #35	DFN question if this intended to restrict temporary and permanent seasonal Camps?	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.9.2 Footnote #36 A.9.3 Footnote #37	DFN feel these two clauses are silent on the DCRMA	This is linked to DFN's DCRMA proposal.

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
			<p>Canada to respond</p> <p>Responsible Party: CANADA</p>
<p>DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i></p>	<p>A.9.3 & A .9.4</p> <p>Footnote #38</p>	<p>DFN feel that 9.3 and 9.4 are unnecessary if the DFN are going to have exclusive or paramount jurisdiction to enact Legislation</p>	<p>This is linked to DFN request for exclusive jurisdiction on their settlement lands.</p> <p>Canada to respond.</p> <p>Responsible Party: CANADA</p>
<p>DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i></p>	<p>A.10.1</p> <p>Footnote # 39</p>	<p>DFN propose "Following Consultation with Dehcho Government agents, employees, contractors."</p> <p>The DFN recognize that this was not meant for routine access so not they are not suggesting that every time they access, consultation must occur but there should be some areas where the duty to consult should occur. Key issue, DFN are proposing that members of govt, including police, RCMP and military, be obligated to consult.</p>	<p>Canada to respond</p> <p>Responsible Party: CANADA</p>
<p>DFN</p>	<p>A.10.1</p>	<p>DFN propose "...necessary to such access"</p>	<p>Canada to respond</p>

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
<i>main table discussions</i> <i>Nov 30-Dec2.09</i>	Footnote #40	rather than "incidental to..." This concern has been captured in a footnote	Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.10.3 Footnote #41	DFN Propose to replace "inform" with "Consult"	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.10.4 Footnote #42	DFN propose "The Dept of National Defence and the Canadian Forces WILL have the right of access ..."	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.10.4 Footnote #43	DFN propose that "military manoeuvres" be a defined term	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.10.5 Footnote #44	DFN propose "The Final Agreement will not limit the authority of the Canada or the Minister of National Defence to carry out any and all activities <u>necessary</u> to National Defence"	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.10.5 Footnote #45	DFN question whether "national security" should be a defined term?	Canada to respond Responsible Party: CANADA

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.10.8 b) Footnote #46	DFN believe that the Dehcho Govt should be compensated for any damage to Dehcho Ndehe The DFN are not sure why there would be no fee charge for any cost to the DFN Govt or that if lands are damaged then compensation should be paid.	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.10.10 d) Footnote #47	DFN propose that the Agreement require Consultation with the Dehcho Government with respect to any Legislation .	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.11.2 a) Footnote #49	DFN propose to delete "significant" This concern has been captured in a footnote	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.11.3 Footnote #50	DFN propose "will Consult with the Dehcho Government" rather than "give prior notice "	Canada to respond Responsible Party: CANADA

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.11.3 Footnote #51	DFN propose "... when it is reasonable to do so except Consultation will be modified as necessary when ..."	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A12.2 Footnote #52	DFN propose to delete A.12.2 all together. The DFN feel they should be able to agree on further conditions.	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.13.1 Footnote #53	DFN question whether other governments, including Canada and the GNWT, are subject to similar legal requirements to provide construction materials to other governments and private interests. DFN feel that they are be treating as land owners and not as a Government.	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.13.3 Footnote #54	DFN believe the Dehcho Govt should be compensated, at least in some circumstances.	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.15.2 b)	DFN question if the Dehcho Govt should be paid for the use of its natural resources	Canada to respond Responsible Party: CANADA

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
	Footnote #56	in Remediation	
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.17.1 Footnote #60	DFN ask if the Dehcho Govt will have similar access to Crown land and GNWT land for building and managing roads deemed necessary by the Dehcho Govt?	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.17.2 Footnote #61	The DFN propose that the Dehcho Govt have jurisdiction to restrict use of Winter Roads on Dehcho Ndehe	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.18.2 Footnote #67	The DFN propose a duty to Consult rather than merely give notice to the Dehcho Government	Canada to respond Responsible Party: CANADA
DFN <i>main table discussions</i> <i>Nov 30-Dec2.09</i>	A.19.0 Footnote #68	DFN feel that sections 19.1 and 19.2 are not necessary if the other DFN proposal respecting Winter Roads is agreed to.	Canada to respond Responsible Party: CANADA
GENERAL PROVISIONS <i>Draft: Feb 2, 2010</i>			
Canada	GP 3.3 The Dehcho	Canada feels this is too broad.	DFN to respond to Canada's

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
LTC Jan 4, 2010	Agreement will provide that Dehcho Dene will continue to hold Treaty and Aboriginal harvesting rights throughout their respective Treaty areas and traditional harvesting areas		comment Responsible Party: DEHCHO
ECONOMIC MEASURES <i>Draft dated: Jan 20.10</i>			
Canada <i>LTC meeting Jan 22.10</i>	EM 3.2 Contracting by the Government of Canada Footnote #1	Footnote read: Canada is currently reviewing contracting regarding the acquisition of good and services for First Nations	Canada to respond Responsible Party: CANADA
EARLY CHILDHOOD EDUCATION AND CHILDCARE <i>Draft dated: Oct 1.09</i>			
GNWT <i>LTC meeting July 3.09</i>	X.2 Standards Footnote #1	Footnote reads: for greater certainty, any facility used to deliver early childhood programs and services would be required	Footnote offers clarification and is not an issue.

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
		to comply with National Building Code and other health and safety standards. The standards referred to here refer to the actual delivery of early childhood programs and services.	<p>Question: do we want to keep it as a footnote or should the provision be reworded so that it is clear?</p> <p>Responsible Party: MAIN TABLE DISCUSSION REQUIRED</p>
KINDERGARTEN TO GRADE 12 EDUCATION <i>Draft dated: Oct.1.09</i>			
LTC? <i>LTC meeting July 3.09</i>	General Footnote #1	Footnote reads: this chapter is based on the assumption that the Dehcho Govt is a public government	<p>Footnote is a statement not an issue.</p> <p>No follow up?</p>
DFN <i>LTC meeting July 3.09</i>	K.1.1 (a) Footnote #2	Footnote reads: Dehcho suggests that the age requirements should be removed	<p>Issue is footnoted but have GNWT responded?</p> <p>Responsible Party: GNWT</p>

DEHCHO PROCESS AIP FOOTNOTES

"Raised By	Article & Footnote	Issue	Status
LTC <i>LTC meeting July 3.09</i>	K.1.2 (a) "the development of the Curriculum Framework as set by the GNWT" Footnote #3	Footnote reads: LTC suggests that more discussion is needed 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)	Not clear if main table did address this footnote Responsible Party: MAIN TABLE DISCUSSION REQUIRED
ADULT EDUCATION AND TRAINING <i>Draft dated: July 2.09</i>			
GNWT? <i>LTC meeting July 3.09</i>	General Footnote #1	Footnote reads: In this example, a public Dehcho government exercises the jurisdiction. If the Dehcho Government was an exclusive Aboriginal Government that represents and serves only Dehcho participants, the jurisdiction of the Dehcho Government would be restricted to Dehcho participants and the GNWT will continue to be responsible for other residents of the Dehcho Region.	Footnote is a statement not an issue. No follow up?