

NORTHWEST TERRITORY MÉTIS NATION

Summary Land and Resources Agreement-in-Principle



Summer 2012

For Internal Discussion Purposes Only
CONFIDENTIAL & Privileged





Summary of the Agreement-in-Principle

Preamble

- a) The NWTMN have traditionally used and occupied land in the Northwest Territories
- b) The NWTMN were participants in the Dene / Métis negotiation process

Chapter 2: General Provisions

- a) The AIP forms the basis for negotiation of the Final Agreement
- b) The issue of whether the Final Agreement will be a land claim agreement will be determined at Final Agreement
- c) The Final Agreement is not intended to affect any Aboriginal or treaty rights of any other Aboriginal peoples
- d) The legal technique to achieve certainty will be determined at Final Agreement
- e) The Agreement Area will be the South Slave region as set out on the Agreement Area map (page 25 of the Agreement-in-Principle)

Chapter 3: Enrollment and Eligibility

- a) To be enrolled under the Final Agreement, the individual will have to meet the following criteria:
 - i. Métis (an aboriginal person of Chipewyan, Cree or Slavey ancestry who resided in, used and occupied any part of the Agreement Area on or before December 31, 1921); or
 - ii. adopted as a child by a Métis or descendent of such a person.
- b) A person may not be enrolled under the Final Agreement and:
 - i. receive benefits or exercise rights under a treaty;
 - ii. be on an *Indian Act* band list; or
 - iii. be enrolled under a Land Claims Agreement.
- c) Each person who wishes to be enrolled as a beneficiary will have to enroll
- d) The NWTMN and Canada will form an enrolment committee during the first two years after the Effective Date
- e) After the initial enrolment period the NWTMN will be responsible for enrolment procedures and for maintaining an enrolment register



- f) An Enrolment Appeal Board consisting of NWTMN members and representatives from Canada will consider enrolment appeals

Chapter 4: Wildlife Harvesting

- a) Métis members will have the right to harvest wildlife for food, social and ceremonial purposes within the Agreement Area
- b) The right to harvest fish may be limited for conservation, public health and public safety
- c) Government will consult the NWTMN prior to limiting or restricting harvesting by Métis members due to conservation, public health or public safety
- d) Government will consult the NWTMN prior to introducing legislation that would negatively affect Métis harvesting rights
- e) Métis members will have the right to gift wildlife harvested to anyone in Canada
- f) Métis members will have the right to trade wildlife harvested with:
 - i. other Métis members;
 - ii. aboriginal people within the area identified as the Trading Area; and
 - iii. other aboriginal people who have harvesting rights within the Agreement Area
- g) Métis members may establish camps that are incidental to harvesting on Crown Land within the Agreement Area
- h) Métis members may apply to Government for a lease of Crown land to construct a cabin which is reasonably incidental to wildlife harvesting
- i) The NWTMN will be consulted before Government provides or amends a commercial hunting or trapping licence in the Agreement Area
- j) Prior to the Final Agreement the parties will determine how the NWTMN will be involved in the management of wildlife within the Agreement Area
- k) The NWTMN will have representation on any board having management authority over wildlife within the Agreement Area
- l) Prior to Final Agreement, Government and the NWTMN will address the issue of the identification cards for Métis members

**Chapter 5: Fish Harvesting**

- a) Métis members will have the right to harvest fish for food, social and ceremonial purposes within the Agreement Area and a portion of Great Slave Lake. Métis Members will have the right to harvest fish outside the Agreement Area through the *Fisheries Act* through the native fishery provisions
- b) The right to harvest fish may be limited for conservation, public health and public safety
- c) Government will consult the NWTMN prior to limiting or restricting fish harvesting by Métis members
- d) Métis members will have the right to gift fish harvested to anyone in Canada
- e) Métis members will have the right to trade fish harvested with other Métis members and aboriginal people within the Trading Area
- f) Métis members may establish camps that are incidental to fish harvesting on Crown Land within the Agreement Area
- g) The consent of the NWTMN will be required before the GNWT authorizes any new fish harvesting licences or changes the terms of licences that have already been issued
- h) The NWTMN will be consulted before Government provides or amends a commercial fish harvesting licence in the Agreement Area
- i) The NWTMN will have representation on any board having management authority over fish within the Agreement Area
- j) Prior to the Final Agreement the parties will address the how fish will be managed within the Agreement Area (e.g. monitoring of fish harvesting, establishment of total allowable catches, fish studies, research)

Chapter 6: Plant Harvesting

- a) Métis members will have the right to harvest plants to make handicrafts, and for food, social, traditional, cultural and medicinal purposes
- b) The right to harvest plants may be limited for reasons such as conservation, public health and public safety
- c) The NWTMN will be consulted prior to legislation being amended that could adversely affect Métis plant harvesting rights
- d) Métis members have the right to gift plants harvested to anyone in Canada for that person's personal use and consumption



- e) Métis members have the right to trade plants harvested with other Métis members and aboriginal people within the area identified as the Trading Area

Chapter 7: Tree Harvesting

- a) Trees may be harvested for the following personal uses without fee:
 - i. Firewood;
 - ii. Construction of camps or cabins for personal or community use;
 - iii. Handicrafts;
 - iv. Construction of boats and rafts;
 - v. Constructing and maintaining houses for Métis members; and
 - vi. Construction and maintaining community structures.
- b) Tree harvesting by Métis members may be limited for reasons such as conservation, public health, public safety, land management and protecting the environment
- c) Métis members may gift trees harvested to anyone in Canada for that person's personal use
- d) Métis members have the right to trade trees harvested with other Métis members and aboriginal people within the area identified as the Trading Area
- e) The NWTMN will be consulted before Government provides or amends a commercial tree harvesting licence in the Agreement Area
- f) The NWTMN will be consulted prior to legislation being amended that could adversely affect Métis tree harvesting rights

Chapter 8: Wildlife and Fish Harvesting Compensation

- a) A developer who has caused the following types of loss or damage:
 - i. loss or damage to property or equipment used to harvest fish or wildlife;
 - ii. wildlife or fish in possession of a Métis member;
 - iii. loss of income from harvesting furbearers; or
 - iv. loss of a right to harvest wildlife or fish due to a projectwill be required to compensate the NWTMN or a Métis member



- b) The NWTMN or a Métis member will make a claim to the developer and if the parties to the dispute do not resolve the dispute, the dispute resolution process will be engaged
- c) The process for the NWTMN or a Métis member to make a claim for compensation from a developer will be set out in the Final Agreement
- d) Compensation to the NWTMN or a Métis member from a developer will be in the form of cash, replacement of equipment, or transporting the Métis member and equipment to another location to exercise harvesting right

Chapter 9: Métis Land

Métis Land is land that is held by the NWTMN or a Designated Métis Organization that is outside the municipal boundaries of the communities of Fort Smith, Fort Resolution and Hay River.

Land Transfer

- a) The land transferred to the NWTMN will be held collectively by the NWTMN or a Designated Métis Organization
- b) The amount of land that will be held by the NWTMN in fee simple is approximately, 25,194 square kilometers
- c) Of the fee simple land transferred to the NWTMN, 1,133 square kilometers of the fee simple land that is transferred will include an interest in the mines and minerals (subsurface)

Existing Interests

- d) Any rights, title or interests that already exist on Métis land will continue
- e) If rents or royalties are currently collected by Canada or the GNWT for those interests, the NWTMN will receive the rents or royalties payable

Fee-Simple Lands

- f) The NWTMN will be permitted to sell or mortgage small parcels of Métis Land

Land Selection

- g) Land selection negotiations will commence after the Agreement-in-Principle

Contaminated Sites

- h) Although the NWTMN will try to avoid selecting contaminated sites, if the NWTMN selects lands that are contaminated, Government will be responsible for the clean up

Chapter 10: Access to Métis Land

- a) All access to Métis land must not:



- i. cause any unnecessary damage to Métis land or structures;
 - ii. commit mischief; or
 - iii. unnecessarily interfere with the use and peaceable enjoyment of Métis land by the NWTMN or a Métis member.
- b) Most types of access will require the person to:
 - i. provide notice to the NWTMN or register with the NWTMN;
 - ii. use a route that is regularly used;
- c) By agreement of the NWTMN and Government, access may be limited to parcels of land to:
 - i. protect the environment;
 - ii. promote public safety;
 - iii. conserve wildlife, fish or migratory birds;
 - iv. avoid interfering with harvesting by Métis members; or
 - v. protect structures such as cabins or camps.
- d) The following is a list of the types of access there will be to Métis land:
 - i. by the public for non-commercial purpose;
 - ii. by existing interest holders;
 - iii. for commercial activity on adjacent land;
 - iv. to remediate a contaminated site; and
 - v. by government.
- e) The public will have a right, without the consent of the NWTMN, to go on, cross and stay on undeveloped Métis Land for a reasonable time for non-commercial recreational purposes
- f) The public must have the consent of the NWTMN for access to all developed Métis Land

Chapter 11: Expropriation

- a) This chapter sets out how Government can acquire Métis Land that it may need for projects that are in the public interest



- b) As a general principle, Métis land will not be expropriated. If Métis land is expropriated only a limited interest will be expropriated
- c) Before Métis land is expropriated by Government, Government and the NWTMN will attempt to reach agreement on the location, size and how long the land will be expropriated
- d) The NWTMN will receive compensation in the form of alternate parcels of land or cash for Métis land that is expropriated
- e) The amount of compensation provided to the NWTMN will be negotiated by Government and the NWTMN
- f) If the NWTMN and Government do not reach agreement on the compensation the matter will be referred to dispute resolution
- g) When the land that has been expropriated is no longer needed, it may be returned to the NWTMN
- h) Métis land may be expropriated for public roads without compensation to the NWTMN to a limit of 97 sq km

Chapter 12: Métis Community Land

- a) The amount of land in Fort Resolution, Fort Smith and Hay River that will be held by the NWTMN in fee simple will be set out in the AIP
- b) Métis community land may be sold or mortgaged
- c) Government and the NWTMN will discuss real property taxation assistance as part of Final Agreement negotiations

Chapter 13: Water

- a) Métis members will have the exclusive right to use and deposit waste in water on or flowing through Métis land
- b) Government will consult the NWTMN prior to authorizing a use of water that is likely to substantially alter water flowing through Métis land
- c) If the quality, quantity or rate of flow of water that flows through Métis land is altered substantially, the NWTMN will be compensated
- d) Prior to Final Agreement, Government and the NWTMN will discuss how the NWTMN will be involved in management of water within the Agreement Area



Chapter 14: Subsurface Resources

The subsurface resources chapter provides that the NWTMN will receive an annual payment consisting of a percentage of the Mackenzie Valley mineral royalties. The NWTMN will receive 4.56% of the first \$2 million and 0.912% of the remaining Mackenzie Valley Mineral Royalties. The NWTMN will begin to receive the mineral royalties when the Final Agreement is in effect.

- a) Government and developers will consult the NWTMN prior to opening Crown lands within the Agreement Area for oil and gas exploration
- b) Mineral exploration companies must consult to address
 - i. the impact of the activity on Wildlife and Fish Harvesting by Métis Members and mitigating measures;
 - ii. the environmental impact of the activity and mitigating measures;
 - iii. employment and training opportunities for Métis Members;
 - iv. business and contract opportunities for Métis Members and Métis Businesses.
- c) Government will consult the NWTMN prior to introducing legislation that regulates the exploration or production of minerals, oil and gas within the Agreement Area
- d) A developer of major mining project wholly or partly within the Agreement Area must enter into an impact and benefit agreement with the NWTMN

Chapter 15: Wood Buffalo National Park

- a) The *Wood Buffalo National Park Game Regulations* will contain:
 - i. similar core Métis hunting, fishing and tree harvesting rights and practices as the Final Agreement within WBNP;
 - ii. building of cabins by permits;
 - iii. recognition of a Métis identification card; and
 - iv. consultation provisions.
- b) Government will consult the NWTMN regarding any changes to the Wood Buffalo National Park management plan
- c) The NWTMN will be represented on any multi-group park management board



- d) Métis members and Métis businesses will be given fair consideration for economic opportunities arising in Wood Buffalo National Park

Chapter 16: National Parks

The National Parks chapter of the Agreement in Principle is a chapter that sets out how the NWTMN will be involved with National Parks contained within the Agreement Area including the proposed Thaidene Nene National Park Reserve.

Harvesting

- a) The NWTMN will have the right to hunt and trap and harvest plants and trees within a National Park for food, social and ceremonial purposes (same purposes that are provided for within the Agreement Area); however, trees harvested are for use only within the National Park.

Impact and Benefit Plan

- b) The NWTMN will establish an Impact and Benefit Plan which will address:
 - i. the impact the establishment of the Park has on the NWTMN;
 - ii. training opportunities for NWTMN to qualify for employment in the Park;
 - iii. harvesting camps and cabins in the Park; and
 - iv. economic and employment opportunities for the NWTMN members.

National Park Management

- c) National Park management in the Agreement Area will include:
 - i. Management of wildlife, plants and trees
 - ii. Any proposals within the National Park that will affect NWTMN harvesting
 - iii. Protection of heritage sites including burial sites
- d) The NWTMN will have representation on a National Park management board

Chapter 17: Protected Areas

- a) Government will consult the NWTMN prior to establishing or amending the boundary of a protected area within the Agreement Area
- b) Government and the NWTMN may negotiate a protected area management plan for new protected areas within the Agreement Area

Chapter 18: Heritage Resources

- a) The NWTMN will have an opportunity to be represented on any board, agency or committee established in the Northwest Territories that is established to administer or protect heritage resources in the Agreement Area



- b) The NWTMN will have input into Government publications concerning Métis Heritage Resources within the Agreement Area which will provide the Métis perspective is considered in the preparation of Government publications
- c) The NWTMN will have custodial care of heritage resources on Métis Land
- d) Government will consult the NWTMN prior to issuing archaeological permits within the Agreement Area
- e) The NWTMN will be involved in the management of heritage resources within the Agreement Area
- f) Government will record burial sites in the Agreement Area and will develop procedures for the protection of burial sites
- g) The NWTMN in consultation with Government may name or rename lakes, rivers and other geographic features within Métis Land
- h) Government will make archival records in government custody available to the NWTMN

Chapter 19: Financial Payments

- a) The NWTMN will receive approximately \$69,400,000 (2011 \$ to be adjusted for inflation) which will be paid out in accordance with the final agreement
- b) The NWTMN will pay back negotiation loans which are approximately \$25,364,434. Of that, \$3,400,000 represents the NWTMN share of the loan funding under the Dene/Métis umbrella process and \$21,964,434 represents the stand alone negotiations pursuant to the NWTMN Framework Agreement

Chapter 21: Economic Measures

- a) Canada and the GNWT will meet every three years with the NWTMN to inform the NWTMN of economic development programs available
- b) Steps will be taken to help NWTMN members to take advantage of government contracting opportunities

Economic Development Fund

- c) During Final Agreement negotiations, Canada and the NWTMN will discuss establishment of an economic development fund

Chapter 22: Taxation

- a) Cash and land transferred to the NWTMN will not be taxable at the time of the transfer



Chapter 23: Ratification of the Final Agreement

- a) The ratification process gives voters a chance to approve the Final Agreement
- b) In order for the Final Agreement to be ratified by the NWTMN, more than 50% of all Métis Members on a voter's list will have to vote in favour of the Final Agreement

Chapter 24: Implementation

- a) After the AIP, an implementation planning working group (NWTMN, GNWT and Canada) will be established to develop an implementation plan
- b) The implementation plan will identify activities, obligations and funding for the implementation of the Final Agreement
- c) On the Effective Date of the Final Agreement, an implementation committee will be established consisting of one member from the NWTMN, GNWT and Canada
- d) The implementation committee will monitor and evaluate the implementation of the Final Agreement

Chapter 25: Dispute Resolution

- a) If Government and the NWTMN do not agree about the interpretation, administration or implementation of a clause in the Final Agreement, the Parties will informally attempt to resolve their dispute
- b) If the parties are unable to resolve the dispute, the dispute will be mediated
- c) If the parties are not successful resolving the dispute through mediation, the parties will resolve the dispute through binding arbitration

Surface Rights Board

- d) The members of the Surface Rights Board will be residents of the Northwest Territories (with aboriginal traditional knowledge) and at least one member residing within the Agreement Area
- e) The Surface Rights Board has the power to resolve disputes over:
 - i. access to Métis Land; and
 - ii. competing rights of surface and subsurface uses of Métis Land.

Chapter 26: Métis Organizations

- a) Designated Métis Organization ("DMO") include the NWTMN, the Métis Councils and Métis owned corporations



- b) DMOs will own Métis Land and manage cash

Chapter 27: Self-Government Negotiations

- a) The NWTMN will start self-government negotiations after the AIP is approved

Chapter 28: Approval of the AIP

- a) After chief negotiators for Canada, the GNWT and the NWTMN initial the AIP, the NWTMN will call an assembly to vote on the AIP
- b) 75% of the delegates at a NWTMN assembly must approve the AIP
- c) GNWT and Canada will each have the AIP approved by Cabinet

Appendix: Land Selection Criteria Appendix

- a) The appendix sets out criteria utilized to determine whether certain lands will be available for selection
- b) If certain lands cannot be selected, there may be special opportunities for harvesting in special harvesting areas
- c) During land selection the Parties may agree to identify lands where public and commercial access is restricted