



**LAND USE – ACCESS**  
**AUTHORIZATION: # GTC24A002**

DATED this day of June 2024

**GRANTED BY:**

**GWICH'IN TRIBAL COUNCIL**, a body corporate incorporated under the laws of Canada, having an office in Inuvik, Northwest Territories (hereinafter referred to as the "GTC").

**TO:**

**Government of the Northwest Territories Department of Infrastructure**, a body corporate incorporated under the laws of Canada, having an office in Yellowknife, N.T. (hereafter referred to as "Authorization Holder").

In consideration of the mutual covenants herein contained, the parties agree as follows:

**DEFINITIONS**

1. In this Authorization, the following capitalized terms shall have the following meanings, and those not included herein shall have the meanings set forth in the GCLCA, as applicable:
  - (a) "Affiliate" means a natural person, firm, partnership or corporation that is controlled by a party to this Authorization, or that controls a party to this Authorization, or that is controlled by the same natural

person, firm, partnership or corporation that controls a party to this Authorization;

- (b) "Application" means the Application to Access Gwich'in Private Lands filed by the Authorization Holder with the Gwich'in Land and Resources department of the GTC on November 2, 2017, and titled application for the proposed "Access to install a bridge and culvert" within the Inuvialuit Settlement Region.
- (c) "Authorization" means this Land Use – Access – Authorization GTC24A002;
- (d) "Authorization Holder" means Hamlet of Fort McPherson, Tsiigehtchic and Inuvik;
- (e) "Contractor" means a party who has contracted with the Authorization Holder to carry out the Land Use – Access - or a portion thereof, or any matter related thereto, or to perform other obligations of Authorization Holder under this Authorization;
- (f) "DGO" means a designated Gwich'in organization as defined in the GCLCA;
- (g) "Effective Date" means the date that the Authorization is issued by the Gwich'in Lands and Resources in connection with the Land Use – Access;
- (h) "Environmental/Wildlife Monitor" means a Gwich'in Environmental/Wildlife Monitor, being an individual appointed by the DGO or RRC or associated company as contemplated by Section 22;
- (i) "GCLCA" means the Gwich'in Comprehensive Land Claim Agreement;
- (j) "GLR" means the Gwich'in Lands and Resources department of the GTC;
- (k) "GLR Inspector" means the Gwich'in lands inspector appointed and employed by the GTC;
- (l) "GCH" means the Gwich'in Cultural and Heritage department of the GTC;
- (m) "GTC" means the Gwich'in Tribal Council;
- (n) "Gwich'in Lands" means lands owned by the GTC in fee simple;

- (o) "Hazardous Materials" means a substance or mixture of substances that exhibits characteristics of flammability, corrosives, reactivity or toxicity including without limitation any substance that is designated as a hazardous or dangerous substance or contaminant under the laws of Canada or the Northwest Territories;
- (p) "ISR" means the Inuvialuit Settlement Region, in which Gwich'in have private land;
- (q) "Land Use Area" in this case means the Gwich'in Lands in the ISR upon which the Land Use is authorized to be conducted, and which are more particularly described in the Application;
- (r) "Lands Director" means the person or persons appointed by the GTC, within the GLR, as the Lands Director or his or her designate;
- (s) "Letter of Clearance" means the letter of clearance referred to in section 21;
- (t) "RRC" means the Renewable Resources Council;
- (u) "Subcontractor" means a party that has contracted with a Contractor or any other subcontractor to carry out the Land Use - Access, a portion thereof, or any matter related thereto, or to perform other obligations of the Authorization Holder under this Authorization; and
- (v) "Term" has the meaning set forth in Section 11 hereof.

## **INTERPRETATION**

2. All rights and obligations of the Authorization Holder also apply to its agents, contractors, successors or assignees.

## **RIGHTS GRANTED**

3. The Authorization Holder is hereby granted the non-exclusive right to conduct the Land Use Access Program on certain areas of private lands owned by the GTC in fee simple and defined herein as the Land Use Area, during the Term and not on any other Gwich'in Lands notwithstanding anything to the contrary contained herein.
4. All rights and privileges granted by this Authorization are subject to:
  - (a) all applicable provisions in the GCLCA;

- (b) the provisions of this Authorization.
5. This Authorization does not create any rights of tenancy, possessor rights, or exclusive rights of use or occupation, by implication or otherwise. This Authorization shall not prevent the operations of any existing or future rights granted by the GTC.
  6. Nothing in this Authorization shall be construed to grant any further or additional rights to the Authorization Holder beyond those set out herein.
  7. Any divergence from, modification or alteration of the Land Use Access Program requires prior written notification to, and written approval from, the Lands Director.
  8. This Authorization is granted solely for the Land Use – Access Program defined herein. Any activity the Authorization Holder conducts outside those authorized in this Authorization shall be considered an act of trespass and is subject to the rights and remedies available at common law.
  9. The Authorization Holder may conduct the Land Use Access Program either directly or through the use of Contractors or Subcontractors. To the extent that the Land Use Access Program is conducted by any Contractor or Subcontractor, the Authorization Holder shall ensure that such entities comply with the Authorization Holder’s obligations under this Authorization. The Authorization Holder shall be responsible to the GTC for any breach of this Authorization by a Contractor or Subcontractor as if the Authorization Holder had committed the breach.
  10. The granting of this Authorization by the GTC to the Authorization Holder does not release the Authorization Holder from requirements or obligations to obtain other permits or authorizations that may be required by other agencies or organizations. The Authorization Holder shall be solely responsible for obtaining all such other permits and authorizations, at its sole cost.

#### **TERM OF AUTHORIZATION**

11. Except as otherwise expressly provided for elsewhere in this Authorization, this Authorization is valid from the Effective Date of August 1, 2024 to December 1, 2025, unless an extension is authorized in writing by the Lands Director (the “Term”).

#### **FEES**

12. The Authorization Holder agrees to pay the applicable fees referred to in the Schedules, attached to this Authorization.
13. Any amount owing to the GTC by the Authorization Holder pursuant to any provision hereof and remaining unpaid shall bear compound interest, as compounded monthly, from the day such amount was due to be paid until the day such amount is paid, at the rate to two percent (2%) per annum above the rate designated as the prime rate for Canadian dollar commercial loans by the Canadian Imperial Bank of Commerce, regardless of whether the GTC has given the Authorization Holder prior notice of the accrual of interest hereunder.

## **NOTIFICATION**

14. The Authorization Holder shall notify the Lands Director prior to commencement of the Land Use Access Program and five (5) business days prior to cessation of the Land Use Access Program, unless a shorter notification period is agreed to in writing by the Lands Director.
15. The Authorization Holder shall ensure that the Land Use Area and any other Gwich'in Lands impacted by the Authorization Holder by the Land Use Access Activities, or by site related activities are kept clean and tidy and free of garbage and other debris at all times.
16. The Authorization Holder shall immediately report all spills of petroleum or Hazardous Materials to the Government of the Northwest Territories Spill Report Line and to the Lands Director.
17. The Authorization Holder shall conduct the Land Use Access Program in a proper, diligent and workmanlike manner in accordance with good environmental management, and good engineering and construction practice, and notwithstanding the obligations on the part of the Authorization Holder as set forth in Sections 31, 32 and 33 herein, shall minimize any damage to the Land Use Area and any other Gwich'in Lands impacted by the Authorization Holder, the Land Use Access Program, or site related activities.
18. Subject to the terms and conditions of this Authorization, the Authorization Holder, after completion of the Land Use Access Program at the Land Use Area, shall, at its sole cost, restore the Land Use Area, and any other Gwich'in Lands impacted by the Authorization Holder or the conduct of the Land Use Access Program or site related activities, as nearly as reasonably possible to the same condition as they were prior to the commencement of the Land Use Access Program, and in particular shall remove all buildings,

equipment, materials, fuel drums, and other storage containers used in connection with the Land Use Access Program. In the event of a dispute between the parties as to such restoration, the matter shall be submitted to dispute resolution as provided for in this Authorization.

19. The Authorization Holder shall submit a final report, in paper and digital form, including a map in a scale of 1:50,000, within 3 months of the completion date of the Land Use Access Program. This final report shall, to the extent applicable, identify the location of all:
  - (a) existing trails, rights-of-way, and cleared areas used in the Land Use Access Program;
  - (b) new lines, turnarounds, trails, rights-of-way, and cleared areas used in the Land Use Access Program;
  - (c) campsites, excavations or works constructed or used in the Land Use Access Program;
  - (d) known or suspected archaeological or cultural sites identified within the Land Use Access Area; and
20. The Authorization Holder shall discharge all of its obligations and complete all cleanup and land reclamation measures and endeavor to receive a letter of clearance ("Letter of Clearance"), within one year after the Term. In the event the Authorization Holder is unable to fulfill its obligations under this Section 20 within one year, the Lands Director may in his sole discretion grant the Authorization Holder additional time to fulfill such obligations.

## **MONITORING**

21. The GLR Inspector may inspect the Land Use Area, including without limitation:
  - (a) before a Letter of Clearance is issued.
22. As directed by the GTC Lands and Resources and prior to the Authorization Holder commencing the Land Use Access Program, the GLR shall appoint an individual selected by the DGO or its affiliated body at its sole discretion, as the Environmental Monitor. The Environmental Monitor shall report to the DGO and the GLR Inspector, and shall meet with or communicate with the GLR Inspector to help the GLR Inspector assess whether the Land Use Access Program, as conducted, meets the requirements of this

Authorization, the environmental standards and guidelines set forth in the GCLCA, and any applicable regulatory requirements or standards.

23. The Authorization Holder shall pay all reasonable costs associated with any monitoring, to be contracted and invoiced by the DGO, of the Land Use Area conducted by the Environmental Monitor. This includes a daily rate of \$500 (12 hour day), and any applicable transportation, communication, and accommodation costs, and any other reasonable expenses of the Environmental Monitor, and the inspection fee set out in the Schedules, attached.

### **GWICH'IN BUSINESSES/BENEFICIARIES**

24. The Authorization Holder shall comply with the provisions of the Gwich'in Tribal Council Business Policy for Work on Gwich'in Lands, as such policy may be amended from time to time (the "Business Policy") and shall cause its Contractors and Subcontractors to comply with such policy. Without limiting the generality of the foregoing, the Authorization Holder shall, and shall cause its Contractors and Subcontractors to, give preference to qualified "Registered Gwich'in Businesses" (as such term is defined in the Business Policy) in contracting for work related to the Activities; provided always however that as between Schedule A Gwich'in Businesses (as such term is defined in the Business Policy) and any other Registered Gwich'in Business, the Authorization Holder (and its Contractors and Subcontractors) shall give first preference to qualified Schedule A Gwich'in Businesses in contracting for work related activities. In addition, the Authorization Holder shall, and shall cause its Contractors and Subcontractors to, give preference to qualified "participants" (as such term is used in the GCLCA) with respect to employment or individual contracts relating to the Activities.

### **STORAGE AND WASTE**

25. The Authorization Holder has the right to unload and store material, vehicles, supplies and equipment on or near the Land Use Area, at such times only for the activity authorized by this Authorization, and only in accordance with its terms and conditions. Washing of vehicles, supplies, and equipment or surface materials is prohibited on, or near enough to affect, the Land Use Area or any Gwich'in Lands. The Authorization Holder shall not dispose of waste of any nature whatsoever on, or near enough to affect, the Land Use Area or any Gwich'in Lands.

### **ARCHAEOLOGICAL DEPOSITS**

26. The Authorization Holder shall not conduct archaeological research at the Land Use Area or on Gwich'in Lands unless it is conducted by a qualified archaeologist holding a valid NWT Archaeologists Permit. Should archaeological deposits be disturbed at the Land Use Area or on Gwich'in Lands, the Authorization Holder shall stop work and inform the Lands Director immediately.

## **INDEMNIFICATION**

27. Subject to Section 39 herein, the Authorization Holder shall be liable to, indemnify and save harmless the GTC, the GLR, and one or more Gwich'in, or any of them, from all actions, suits, costs, expenses, losses (whether direct or indirect), charges, damages and expenses whatsoever (including, without limiting the generality of the foregoing, interest, penalties and amounts paid in investigating, defending or settling any of the foregoing, and costs on a solicitor and his own client basis) that may be brought or made against, or sustained, paid or incurred by, the GTC, GLR, and one or more Gwich'in, or any of them, arising out of or in connection with the actions or failure to act of the Authorization Holder in connection with the conduct of the Land Use Access Program or any activities that contravene this Authorization (including but not limited to its staff, servants, agents, contractors, successors or assigns) regardless of:
  - (a) whether the Authorization Holder is operating on, or off the Land Use Area;
  - (b) whether the operations were or were not negligently performed;
  - (c) whether the Authorization Holder is exercising or purporting to exercise rights granted by this Authorization; or,
  - (d) any other circumstances relating to or arising out of this Authorization.
28. The Authorization Holder shall have no claim against the GTC for damages caused by vandalism or interference by third parties to the Authorization Holder's improvements, temporary structures, or equipment relating to the



Authorization Holder's exercise of Land Use. For purposes of this Section, "third parties" shall include Participants, as defined in the GCLCA.

## **BREACH AND DEFAULT**

29. Where, in the opinion of the Lands Director, acting reasonably, the Authorization Holder has breached a term or condition of this Authorization:
- (a) the Lands Director shall provide written notice of such breach and outline the particulars of the breach and the requirement that the Authorization Holder remedy the breach;
  - (b) if within seven days of receipt of such notice, the Authorization Holder fails to remedy the breach, or has failed to commence and diligently pursue remediation of the breach to the satisfaction of the Lands Director, the Lands Director may:
    - (i) take any action necessary to remedy the breach; and/or
    - (ii) terminate this Authorization by written notice to the Authorization Holder and such termination shall be effective immediately upon receipt of such written notice by the Authorization Holder.
  - (c) Once the Authorization Holder has received notice that it has breached a term or condition of this Authorization, it shall not continue the Land Use Access Program at the Land Use Area without the written consent of the Lands Director until such time as the breach has been remedied to the satisfaction of the Lands Director and the Lands Director has provided written notice to the Authorization Holder of same;
  - (d) The Authorization Holder shall be responsible for any and all costs incurred by or on behalf of the Lands Director in the remediation of the breach, plus an administration fee of 15%, and any and all costs on a solicitor and his own client basis for any legal action undertaken by the Lands Director to recover amounts payable under this section;
  - (e) The Lands Director shall not be liable to the Authorization Holder for any act or omission in the course of the remediation contemplated in this section.

30. Nothing contained herein shall be construed as an obligation on the part of the Lands Director to remedy any breach by the Authorization Holder of a term or condition of this Authorization.

## **COMPENSATION**

31. Subject to Section 31 the Authorization Holder shall take reasonable measures to minimize disturbance, and shall prevent damage to:
  - (a) Gwich'in Lands, including without limitation, the natural environment in the Land Use Area, burial sites, archaeological sites, cultural sites, pasture, merchantable or useable timber, bridges, community owned buildings and fences, roads (including temporary roads), trails, lane improvements or equipment on Gwich'in Lands; and
  - (b) Gwich'in property and harvesting rights, including without limitation, fish, wildlife, fur bearing animals, game, migratory game birds, wildlife, trap lines, private buildings, equipment, and fences. The Authorization Holder shall avoid disruption of harvesting on the Gwich'in Lands.
32. If damage occurs as a result of the Land Use Access Program or site related activities, the Authorization Holder shall, at its sole cost, repair and restore what has been damaged, as far as reasonably possible to its original state. If damage or loss is foreseen as a result of the Land Use Access Program or site related activities, the Authorization Holder shall use reasonable efforts to mitigate such damage. Any repair, restoration or mitigation as contemplated by this Section shall not in any way relieve, release nor derogate from the obligations of the Authorization Holder pursuant to the terms hereof or at common law or equity to compensate or indemnify any of the GTC, DGO, or the Gwich'in, as applicable, for any such damages that have not been rectified or avoided as a result of such repair, restoration, or mitigation.
33. Insofar as the damage described in Section 30(a) herein cannot be repaired or restored, the Authorization Holder shall compensate the GTC or affected DGO, as the case may be, for any and all damage suffered as result of the Land Use Access Program or site related activities.
34. Insofar as the damage described in Section 30(b) herein cannot be repaired or restored, the Authorization Holder shall compensate the affected Gwich'in individuals or DGO, as applicable, for any and all loss or damage suffered as a result of or relating to the Land Use Access Program or site related activities.

## **BANKRUPTCY OF AUTHORIZATION HOLDER**

35. The Lands Director may cancel this Authorization in the event that there is instituted against the Authorization Holder bankruptcy or similar proceedings, the Authorization Holder is insolvent, or makes an assignment for the benefit of creditors. Notice of such cancellation shall be made by the Lands Director in writing and shall be effective immediately upon delivery to the Authorization Holder.

## **NOTICE**

36. Any notice, request, demand or other instrument which may be required or permitted to be delivered, given or served upon any party hereto shall be delivered, wherever possible, by facsimile in the case of the GTC, to:

Gwich'in Tribal Council  
P.O. Box 1509  
Inuvik, NT, X0E-0T0  
Fax No. (867) 777-7919  
Attention: Willard Hagen Director of Lands and Resources  
Email: Willard.hagen@gwichintribal.ca

and in the case of:

Government of the Northwest Territories  
Department of Infrastructure  
5051 49th Street  
Yellowknife, Northwest Territories X1A 2L9  
Attention: Mahabub Rahman

Any written communication or sent by facsimile shall be deemed to have been given or made on the day on which it was sent as aforesaid if it is sent at or before 4:30 p.m. Mountain time on the day in question or, if such day is not a business day or if such written communication is sent after 4:30 p.m. Mountain time, then delivery shall be deemed to have occurred on the next following business day. Either party hereto may from time to time change its address for service or contact person hereunder by notice to the other party.

## **GENERAL**

37. The Authorization Holder's compensation obligations set out in Sections 31, 32 and 33 survive beyond the expiry or termination of this Authorization.

38. Notwithstanding any expiry or termination of this Agreement, but subject to Section 34, on bankruptcy the Authorization Holder remains responsible for its obligations arising under the terms and conditions of this Authorization until such time as the Lands Director issues a Letter of Clearance.
39. The Authorization Holder shall at all times comply with all statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority in relation to the Land Use Access Program. Without limiting the generality of the foregoing, the Authorization Holder shall comply with all health and safety legislation, regulations and guidelines applicable to this operation.
40. The Authorization Holder is not responsible for gross negligence or willful misconduct by the GTC or its agents or inspectors.
41. The Lands Director, in exercising the discretion given to him pursuant to this Authorization, shall, at all times, exercise that discretion in a reasonable and expeditious manner.
42. This Authorization may be executed in separate counterparts and the executed counterparts shall together constitute one instrument and have the same force and effect as if all of the parties had executed the same instrument. Transmission of counterpart execution by way of facsimile shall constitute full and proper execution hereof.
43. This Authorization shall be binding upon and ensure to the benefit of each of the parties and their respective successors and permitted assigns. This Authorization may not be assigned by either party, by operation of law or otherwise without the prior written consent of the other party except that either party shall have the right to assign the Authorization to an Affiliate, including an Affiliated partnership, provided that in the event of an assignment to an Affiliate, the assignor shall be jointly and severally liable under this Authorization along with the assignee.
44. All schedules attached to this Authorization shall form part hereof.

ISSUED this 07<sup>th</sup> day of July 2024, in the Town of Inuvik, in the Northwest Territories.

**GWICH'IN TRIBAL COUNCIL**

**Per:** \_\_\_\_\_  
**Willard Hagen**

**Government of the Northwest Territories  
Department of Infrastructure**

**Per:** \_\_\_\_\_

**Gwich'inat Eenjit**  
**Gádatr'igwijiicheii Gidilii**  
*Gwich'in nan, nakhnoek'yuu ts'át gwitr'it*  
*tthak nakhvoldavee gwoiheezaa eenjit*



**Gwich'in Tribal Council**  
*Gwich'in land, culture & economy for a better future*

Jonean Firth  
Administrative Officer  
Lands & Resources  
Gwich'in Tribal Council  
P.O. Box 1509  
Inuvik, NT X0E 0T0  
Via E-mail: [jonean.firth@gwichintribal.ca](mailto:jonean.firth@gwichintribal.ca)

July 17, 2024

Dear Jonean,

***Re: Culvert replacement at km 40, km 147, and km 266 Dempster Highway***

We have reviewed the above-noted applications against our heritage databases and have the following concerns and information.

General concerns relating to all three culvert replacements:

Some of these areas are used for caribou hunting. This activity takes place in the fall and winter typically, and any activities that take place during those times should not affect either the hunting or the caribou. The Dempster Highway is an important route for caribou hunters to access hunting areas.

#### KM 40

There are some traditional trails in the area, including along the creek. These trails were used mainly for traveling rather than harvest or hunting. Additionally, the site is within the traditionally named place, Tl'oo Geeghanh. This name, which translates as "Grassy-ridge", refers to a hill that runs along the Dempster Highway between the Vittrekwa River and Stony Creek.

The site is about 4km from Midway Lake. If any activities will take place during times when Midway is being used for cultural purposes, the activities should not impact these activities.

#### KM 147

There are many, many traditional trails through this area, in particular along the Mackenzie River. There are also many traditionally named places. The proximity of trails

Tel: (867) 777-7900 • Fax: (867) 777-7919  
Chief Jim Koe Zheh, I-3 Council Crescent, PO Box 1509, Inuvik NT Canada X0E 0T0  
Website: [www.gwichin.nt.ca](http://www.gwichin.nt.ca)

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**Gwich'inat Eenjit**  
**Gàdat'igwijiicheii Gidilii**

*Gwich'in nan, nakhwek'yuu ts'at gwit'it*  
*tthak nakhwidaavee gwi'leezàn eenjit*



**Gwich'in Tribal Council**

*Gwich'in land, culture & economy for a better future*

and place names increases the likelihood of undiscovered archaeological remains. If areas which have not previously been disturbed will be disturbed during this work, an archaeological assessment may be necessary.

There are fishing locations nearby. No fishing activities nor fish-bearing waters should be affected during this work. There is a cabin 350m north of this work. If this, or any of the other nearby cabins, will be affected, the cabin's owner should be contacted directly. This site is close to Tsiigehtchic and the numerous fish camps around it, at lower elevations.

KM 266

There are traditional trails and several cabins nearby. If work will affect the cabins, the cabin owners should be contacted directly. This site is close to Inuvik, Jak Park, and housing developments, along with some cabins. The work should not impact traditional activities at these places.

As with any application, if archaeological or heritage materials are encountered during the development within the Gwich'in Settlement Region, all work must cease immediately as required by law, and the DCH and the PWNHC must then be contacted.

Sincerely,

Sharon Snowshoe  
Director, Department of Cultural Heritage  
P.O. Box 30  
Fort McPherson, NT X0E 0J0  
P: (867) 952-2593  
E: [ssnowshoe@gwichin.nt.ca](mailto:ssnowshoe@gwichin.nt.ca)  
[www.gwichin.ca](http://www.gwichin.ca)

c.c. GTC Dept. of Lands and Resources  
GNWT Territorial Archaeologist

Tel: (867) 777-7900 • Fax: (867) 777-7919  
Chief Jim Koe Zheh, 1-3 Council Crescent, PO Box 1509, Inuvik NT Canada X0E 0T0  
Website: [www.gwichin.nt.ca](http://www.gwichin.nt.ca)

**Invoice**



**Request for Invoice**

**For GLR office use only**

Date invoice requested: July 4, 2024  
GLR Authorization #: Access Authorization GTC24A002

**Authorization Term**

Invoice requested by: Jonean Firth- Admin Coordinator for Lands and Resources Dept

Invoice to: Government of the Northwest Territories  
Department of Infrastructure  
5051 49th Street  
Yellowknife, Northwest Territories X1A 2L9

Attention: Mahabub Rahman  
Phone: 867- 767-9086 – Ext. 31150  
Email: [Mahabub\\_Rahman@gov.nt.ca](mailto:Mahabub_Rahman@gov.nt.ca)

For the following:

Description	Amount
Application Fee (3) Culverts	\$10,701.96
Access Admin Fee (3 Culverts)	\$16,052.98
Land rent (3 Culverts)	\$1,632.22
<b>TOTAL</b>	<b>\$28,387.16</b>

GTC Invoice #: \_\_\_\_\_

DATE CHEQUE DEPOSITED INTO GTC BANK ACCOUNT: \_\_\_\_\_

TO RELEASE INVOICE REQUEST, GTC Chief Executive Officer must authorize below:

Signature to release invoice request: \_\_\_\_\_  
Willard Hagen