

***Doi T'oh Territorial Park
and
CANOL Heritage Trail***

Management Plan

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January 2007



If you would like this information in another official language, call us.

English

Si vous voulez ces informations en français, contactez-nous.

French

Kĩspin ki nitawihtĩn ẽ nĩhiyawihk ẽma
ãcimõwin, tipwãsinãn.

Cree

TŁICHQ YATI K'ĚĚ. DI WEGODI NEWQ
DĚ, GOTS'O GONEDE.

Dogrib

ʔERIHTE'IS DĚNE SÚLINÉ YATI T'A HUTS'ELKĚR
XA BEYÁYATI THEʔA ʔAT'E. NUWE TS'ĚN YÓLTI.

Chipewyan

EDI GONDI DEHGÁH GOT'IE ZHATIÉ K'ĚĚ
EDATE'ÉH ENAHDDHE NIDE.

South Slavey

K'ÁHSHÓ GOT'INE XƏDƏ K'É HEDERI
ʔEDJHTL'É YERINIWE NÍDÉ DÚLE.

North Slavey

Jii gwandak izhii ginjik vat'atr'ijahch'uu zhit
yinohtan jì', diits'àt ginohkhii.

Gwich'in

UVANITTUAQ ILITCHURISUKUPKU INUVIALUKTUN,
QUQUAQLUTA.

Inuvialuktun

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Inuktitut

Hapkua titiqqat pijumagupkit Inuinnaqtun,
uvaptinnut hivajarlutit.

Inuinnaqtun

Tourism and Parks Division
Industry, Tourism and Investment
(867) 873-7903

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January 22, 2007

Mr. Danny Yakeleya
Committee Chair
Doi T'oh Territorial Park Committee
BOX 45
TULITA NT X0E 0T0

Dear Mr. Yakeleya:

Thank you for submitting the proposed Doi T'oh Territorial Park and Canol Heritage Trail Management Plan (the Plan) on behalf of your Committee. My approval of the Plan is a requirement of Chapter 17 of the June 1994 *Sahtu Dene and Metis Comprehensive Land Claim Agreement* (the Claim).

The Claim states that the Plan is to describe the policies which will guide the conservation and management of the park and its resources. The Claim also states that a Protected Area Agreement is to be negotiated with respect to the impacts and benefits of the Park. The October 1994 *Canol Trail Memorandum of Agreement* is the required Protected Area Agreement.

I congratulate your Committee for developing a comprehensive plan that addresses the requirements of both the Claim and the Protected Area Agreement. I believe the Plan will serve as a useful guide to this Department and to the designated Sahtu Corporation that will develop and operate the Park. I support your vision of an internationally known wilderness recreation park with a variety and level of usage relatively unchanged from the past. I also support putting key basic infrastructure and safety improvements in place in the Park.

It is my pleasure to approve the Plan, subject to the terms and conditions of the Claim, the Protected Area Agreement, *the Territorial Parks Act*, and the Government of the Northwest Territories (GNWT) standard financial administration and contracting procedures. Some of those terms and conditions are specified, for greater certainty, in Clause 4 of the Protected Area Agreement. Both Chapter 17 of the Claim, and the Protected Area Agreement are appendices to the Plan.

.../2



The Plan is a key requirement for the creation of the Park in the *Territorial Parks Regulations* (the Regulations). The Plan is also required for the GNWT application to transfer the parklands from Canada to the Territorial Government. Another key step in the transfer of the parklands is written assurance from the Government of Canada that they will honour their responsibility for all past environmental liabilities on the parklands. A similar assurance was given for Sahtu settlement lands in the Claim document itself.

I am excited at the prospect of working together with the people of the Sahtu to create this unique tourism attraction. It is my intention to submit a proposal to our Legislative Assembly for establishment of the Park in the Regulations, and to apply to Canada for the transfer of the parklands as soon as we have written assurance from Canada concerning their responsibility for past environmental liabilities. Again, congratulations on a job well done.

Yours truly,

A handwritten signature in black ink, appearing to read "B. Bell", written in a cursive style.

Brendan Bell
Minister

c. Mr. Norman Yakeleya
MLA, Sahtu

Mr. Clarence Campbell
President
Tulita District Land Corporation Limited

1.0 Introduction

The Doi T'oh Territorial Park and Canol Heritage Trail is being established pursuant to the June 1994 *Sahtu Dene and Metis Comprehensive Land Claim Agreement* signed by the Sahtu Tribal Council, the Government of Canada, and the Government of the Northwest Territories. As well, an October 1994 *Canol Trail Memorandum of Agreement* signed by the Tulita District Land Corporation Ltd. and the Government of the Northwest Territories gives further clarification to the Park establishment process.

The above agreements state that a Park management plan will be developed by a planning committee and submitted to the Minister of Industry, Tourism and Investment. The committee is made up of three representatives appointed by the Tulita District Land Corporation Ltd., and three representatives appointed by the Minister. One of the six representatives was jointly appointed as Chairperson by subsequent agreement.

The agreements also state that Sahtu land claim beneficiaries will be the first to benefit economically from the Park, and that the Park will be developed, operated, and managed by a corporation to be designated by the Tulita District Land Corporation Ltd. under contract to the Government of the Northwest Territories. In the course of preparing the management plan, the committee has consulted with the Sahtu communities.

The area of the Park has been used by the Mountain Dene people to hunt, fish and trap for centuries prior to the arrival of Euro-Americans, and they continue that tradition today. In contrast, there is an abundance of physical evidence of the three year long Canol project - a wartime project to build a pipeline and service road from the oil deposits in the Mackenzie Valley to Whitehorse. The project benefited from the assistance of Mountain Dene such as Fred Andrew Sr. to identify the best route. In recent years, the image and draw of the trail corridor is primarily as a rugged wilderness challenge that attracts extreme enthusiasts who seek the solitude and challenge of only the most remote and difficult areas.

1.1 The Management Plan

This management plan is a revision of the February, 1997 and June, 1997 versions which were prepared by the CANOL Territorial Park Management Committee and discussed at public meetings in Norman Wells and Tulita in early April and September, 1997, as well as drafts #2, #3 and #4 which were prepared by the Doi T'oh Territorial Park Committee and reviewed during visits to all five Sahtu Communities. It outlines the vision and goals for the Do e do Territorial Park and CANOL Heritage Trail and specifically identifies objectives and actions in each of the major functional areas of park management: administration, resource management and visitor management.

Reference to 'the park' in this plan refers to all land identified as the "CANOL TRAIL and DODO CANYON" in Chapter 17 of the Sahtu Dene and Metis Comprehensive Land Claim Agreement ("the Comprehensive Agreement") as well as portions of settlement lands which have recreational land use as their fundamental purpose and are directly related to the park.

1.2 Overview of Background Data

The area of the Park has a long association with the life of the Mountain Dene people. They hunted, fished and trapped throughout the area, sustaining their culture for centuries prior to the arrival of Euro-Americans, and they continue that tradition today. In complete contrast to the traditional Mountain Dene culture, a single, recent and short-lived event in the Euro-American history of this region remains a dominant presence on the landscape, although it is a relatively obscure point in the history of the Mountain Dene people. Along a narrow corridor there is an abundance of physical evidence of the 35-month long CANOL project - a wartime project to build a pipeline and service road from the oil deposits in the Mackenzie Valley to Whitehorse, situated along the northwest supply route to Alaska. In the NWT the roadbed remains intact over a significant portion of the route, being affected most noticeably by erosion processes in the creek bottoms. Buildings, equipment, bridges, fuel drums and refuse are commonly scattered at sites all along the route.

Along the corridor between Norman Wells and Macmillan Pass at the Yukon/Northwest Territories Border, the rugged mountain landscape is quite varied in character. Beginning in the low wetlands of the Mackenzie Valley, the Trail follows and crosses major river valleys, tributary mountain creeks, plateaus and watershed divides. Canyons, particularly along the Carcajou River, Dodo Creek and Echo Creek and plateau areas in the Macmillan Pass area and the Plains of Abraham are major landscape features. Lakes of significant size and depth are not common along the corridor, but a few major ones exist in the upper reaches of rivers crossing the corridor, as is the case with Carcajou Lake and McClure Lake.

The biological characteristics of the area are typical of the Mackenzie Mountain system. Vegetation varies with elevation and direction, with spruce forests dominating the valley bottoms and willow species dominating the sub-alpine areas. Alpine zones are common with significant areas of exposed rock. Wildlife diversity and abundance is also characteristic of the region as a whole, which has healthy populations of a wide variety of large mammal species including moose, caribou, bear and wolf.

The dominant use of the corridor at the present time is for guided trophy outfitting and hunting, and Sahtu Dene and Metis subsistence wildlife harvesting.

While the guided outfitting and hunting operations involve large territories well beyond the park, one outfitter is active or to a certain degree dependent upon the CANOL corridor. Some outfitting facilities are located directly within the corridor and some

camp and access activities in particular utilize the corridor. The importance of the corridor to the outfitting operation located on the trail is linked directly to access.

The old CANOL road allows easy access by horseback and one outfitter has taken advantage of that opportunity and built their outfitting operation on horseback hunts. The location of this outfitter's camp at Godlin Lakes puts the core of the operator's guided outfitting area within the Park, and the use of horses focuses activity on the corridor. The guided outfitting operations are commercial ventures that generate tourism activity and thereby contribute to the regional economy.

The other existing commercial operation in the area is Dechenla Lodge, formerly known as Oldsquaw Lodge, located on the plateau adjacent to Macmillan Pass. It has operated as a naturalist lodge since the early 1980's. The operating season is typically July through early September with a focus on birds and wildflowers in the early part of the season and a greater focus on wildlife later in the season when the major mammal species are more abundant on the plateau.

Sahtu Residents' use of the trail and surrounding area is for general recreation including hunting, hiking, camping and snowmobiling.

Access for hunting in the southern portion of the corridor and surrounding area has typically been from the west directly along the CANOL road by truck or ATV through Macmillan Pass, from Yukon Territory.

Hunters are both aboriginal and non-aboriginal. Access for hunting from the Norman Wells area is by air and is less directly connected to the park. However, some aircraft landing sites and camp areas within the park have been used, including Dodo Lake and Linton Lake.

Typically, users in other recreational activities originate in Norman Wells and utilize the northern portions of the area utilizing similar air access sites.

Over the years, through a series of books and articles about the CANOL Trail, the trail has gained a certain notoriety and attracted recreational activity by non-residents, particularly hikers but also mountain bikers, snowmobilers and ATV enthusiasts. While identified and recognized as a route connected with a wartime construction project, the image and draw of the trail corridor is primarily as a rugged wilderness challenge. It therefore attracts the extreme enthusiast - people who seek the solitude and challenge of only the most remote and difficult (albeit identified and accessible) areas. This is a small market segment of people, thus use levels have been generally very low with the exception of occasional large groups.

1.3 *Sahtu Dene and Metis Comprehensive Land Claim Agreement*

Although the creation of a park in the CANOL Trail and Do e do area had been discussed for a number of years, the final impetus came by way of Chapter 17 of the Comprehensive Agreement, which was negotiated by the Sahtu Dene and Metis in a period between 1992 and 1994 and was finalized by way of the *Sahtu Dene and Metis Land Claim Settlement Act* which was given the force of law on June 23, 1994.

As a result of the Comprehensive Agreement the Government of the Northwest Territories entered into a Canol Trail Memorandum of Agreement with the Tuita District Land Corporation Ltd. on October 1, 1994, which created a committee to begin working on a park management plan and specified that the development, operation and management of the park was to be contracted to a corporation to be designated by the Tuita District Land Corporation Ltd.

The Comprehensive Agreement also provided a description of the lands that were to be included in the park and these lands were reserved by the Department of Indian Affairs and Northern Development (file number 96 D/13-1-2).

The Comprehensive Agreement also requires that this plan make provision for the nature and extent of training opportunities for beneficiaries of the Comprehensive Agreement; as well as for a right of first refusal for licenses for business activities to be carried on in the park be offered to the beneficiaries of the Comprehensive Agreement.

The Comprehensive Agreement also provides that the plan may include provisions relating to:

- (a) employment of participants;
- (b) training of participants;
- (c) protection of the religious, cultural and historic sites of participants;
- (d) mitigation of potential negative impacts of the establishment of the protected area on affected participant harvesters and their communities;
- (e) participation of the participants in management committees or other similar structures relating to the development and administration of the protected area
- (f) any interim management guidelines or management plan;

- (g) periodic review of the protected area agreement not less than once every 10 years;
- (h) the continued use of the camps and traditional travel routes of participants to assist harvesting and other traditional uses; and
- (i) other matters of concern to the affected Sahtu communities and government.

1.4 *Summary of Opportunities and Constraints*

1.4.1 Opportunities

The CANOL corridor is rich in natural, cultural and historic resources and consequently presents a variety of opportunities for park related development. The overall recreation potential of the corridor is considered high for a specific range of activities although this potential is not uniform throughout.

The primary characteristic of the area is the perception and experience of wilderness. This is an important commodity to a wide segment of the tourism market looking for backcountry experiences. This remoteness is combined with the dramatic and enticing mountain, river, lake, canyon and plateau scenery and excellent opportunities to study nature and view wildlife. Of particular interest are those species such as grizzly bear and wolf that are so strongly linked to wilderness. Various other nature study interests include birds, wildflowers, small mammals and the relationships among these parts of the ecosystem.

Some Remnants of the CANOL project are salvageable and could serve as the basis of a comprehensive interpretation of the event. The relationship with the Second World War effort could provide opportunities to broaden the story's appeal to a wider market. Historic interpretation, however, has its greatest potential for development by focussing on the culture and the activities of the Mountain Dene throughout the region both in relation to contacts with relative newcomers and to centuries of dependence on the land prior to that.

A useful legacy of the CANOL project is the existing road, which is a tremendous asset to the corridor as the basis of a summer hiking trail and a snowmobile trail for winter use.

Supplementing the natural character and potential of the area with basic facilities and improved access could greatly expand the recreational activity levels that are possible.

1.4.2 Constraints

While the CANOL corridor presents a variety of opportunities for park related development, there are also a number of constraints that must be addressed if appropriate plans and tourism development are to be accomplished.

Building additional park related tourism activity on top of an existing recreational use pattern dominated by hunting could be difficult. The two activities are not always readily compatible, particularly in the ecotourism/wilderness recreation market. Adding significantly to the tourism of the area without altering or diminishing the patterns of existing hunting use is not likely to be possible.

Air access is the key to the recreational potential of the area and there are significant limitations presently caused by very few developed or suitable sites, the variability of landing conditions, and the size of aircraft that can access and exit these locations. As the main means of access, aircraft can also conflict with wilderness users and represent an impact on wildlife through the height and frequency of flights.

While the CANOL route is a major asset in such difficult terrain, it should be recognized that the trail is not really a trail that was designed for recreational purposes. It was designed as a road to service a pipeline. Thus, it does not necessarily follow routes that neither are most suitable for recreational use nor connect to the most significant areas for recreation. In many areas realignment of the trail or subsidiary trail development to other sites would be highly preferred. The size and scale of some of the river crossings must also be recognized as one of the trail's major constraints. The safety concerns are major if the entire route is to be promoted or if a broader spectrum of users is to be encouraged and supported in recreational activity. Safety concerns are also acknowledged with respect to visitor encounters with grizzly bears, which are plentiful in the area.

The corridor covers a long distance from end to end and compounding this distance is the fact that at the Yukon border there is no service centre or supporting infrastructure to administer the development and operations of whatever land use activities take place. This presents problems for controlling activity and monitoring safety in any economic fashion. This difficulty is intensified in that it is at this end of the corridor, which is accessible, by vehicle, providing the greatest flexibility for use and accessibility by the widest variety of users.

2.0 *The Park Concept*

This management plan is based on a vision for the future of the park and its surrounding area. The vision reflects the importance of the special characteristics of the area and the potential of this area to contribute to the tourism economy of the region. The details of the plan are consistent with and elaborate on this vision. It is essential that the intent of this vision be maintained as a guide by all who implement the plan. The following vision statement and supporting goals are presented as the guiding direction for the plan.

2.1 *Vision Statement*

The vision for the Doi T'oh Territorial Park and CANOL Heritage Trail is that of a nationally and internationally known wilderness recreation area providing a wide range of visitor experiences, which capitalize on the varied natural qualities, beauty, and challenges presented by this remarkable landscape.

The future use of the new Park will not be significantly different than past use. The Committee recognizes the recreational aspect of the Doi T'Oh Park and would like to emphasize the established image, and attraction, of the trail corridor as a rugged wilderness challenge. This "hiker's challenge" aspect of the Park should be retained. It attracts the extreme enthusiast who seeks the solitude and challenge of the most remote and difficult areas.

The park will continue to be a major contributor to tourism in the region and will provide direct employment and business opportunities to local people with first priority being provided to the members of Tulita Land Corporation, Fort Norman Metis Land Corporation and the Norman Wells Land Corporation (hereinafter called the "Three Land Corporations").

2.2 *Goals*

- to sustainably manage the natural resources of the park so as to maintain the natural qualities and ecological integrity of the area
- to contribute to maintaining healthy, sustainable wildlife populations
- to provide and maintain a high quality wilderness park environment for the recreational enjoyment of local people and visitors to the region
- to expand the range of visitor types possible within the wilderness recreation market sector

- to focus on the wilderness experience and natural attributes of the park
- to increase tourism in the region and its contribution to the local economy
- to educate visitors about the traditional use of the area and the CANOL project in the context of the natural landscape.

2.3 *Concept*

The Park will be established as a Recreation Park under the Territorial Parks Act. The approach to park development along the CANOL corridor will be to develop a number of areas along or near the CANOL Trail for the wilderness experience and recreational opportunities which they provide. These areas should be treated as separate from one another, and should be managed to make use of the varying recreational possibilities that are available or can be encouraged at each area. Use of the entire corridor as a hiking route will continue on a limited basis for that segment of the market capable of taking on such a challenge.

The designated corporation should consider special use “zones” such as those recommended in the Gwich’in Park Plan. They can be created under the Territorial Parks Act, and only appropriate signage is required.

While this development requires reasonable capital investment by park management, private sector interests or the Three Land Corporations reasonable potential returns from the park development are also expected. This approach encourages numerous opportunities for employment of members of the Three Land Corporations in park operations and should contribute measurably to the local economy through the increase in numbers of visitors to the area.

3.0 *Administration and Operations*

3.1 *Objectives*

The Sahtu Dene and Metis Comprehensive Land Claim Agreement seeks to ensure that beneficiaries of the agreement benefit from the management of the proposed park. This intent, together with the stipulations of the subsequent CANOL Trail Memorandum of Agreement, indicate that the model for administration and operation of the park could significantly vary from that of existing territorial parks. This plan has been charged with the responsibility for defining, in at least general terms, the nature of and the terms and

conditions of the management agreement between the government of the Northwest Territories and the beneficiaries of the Comprehensive Agreement.

To set the framework for the management agreement the following objectives for the park operation are identified:

- to make a positive contribution to the tourism economy of the Sahtu region and to provide employment and economic opportunities to the members of the Three Land Corporations
- to contribute to the long term training and development of the members of the Three Land Corporations
- to develop a park management authority that would be unique to the Northwest Territories.

It is recognized that realizing such concepts requires some strong vision and commitment as well as a significant level of organizational, communication and business skills to negotiate and manage such a cooperative venture. In the short term, as this capacity is under development, leadership from the government responsible for park development and operations will be made available.

3.2 *Actions: Management Structure*

- establish a park authority as a distinct corporate entity with operating authority for the management of the park set out in a contract with the Government of the NWT, with the terms and conditions in Schedule 1 of this plan, as required by the CANOL Trail Memorandum of Agreement.
- establish a Board of Directors for the park authority corporation (5 people) which will be made up primarily of members of the Three Land Corporations
- The Board will meet quarterly for the first two years and will determine by the end of that period an appropriate meeting frequency for future maintenance of responsibilities
- hire an executive director for the park authority to be responsible for the complete operation of the park and to be responsible to the Board (in the short term, the executive director could be a training position working with the Government of the Northwest Territories parks staff to initiate implementation of the plan)
- contract all other services required in the operation of the park authority
- ensure that the park authority maintains regular communications with the Three Land Corporations and the Government of the Northwest Territories

- ensure that the park authority provides written annual reports to the Three Land Corporations and the Government of the Northwest Territories.

With this opportunity also comes the associated responsibility and liabilities for that operation. Commitments to uphold those responsibilities in the operation of the park will be set forth in an agreement between the park authority and the GNWT with respect to the park operation.

There are two fundamental principles underpinning the management structure approach described here. The first is simplicity. There is often a strong tendency to create a management structure that goes well beyond the scale and fiscal capacity of such a park enterprise. The park will not be a large and complex operation and should not be burdened by excessive human resource commitments for its management.

The second is private sector cooperation. The existence of commercial enterprises already established in the area and participating in support of recreational use of the area is a strong indication that expanding that approach is both viable and desirable. It is important that expanding such an approach directly involves local businesses and the members of the Three Land Corporations. It is through such an approach that the greatest economic benefits of park development and operation will be realized.

3.3 *Actions: Administration*

- establish and maintain a central office for the park authority (in the short term, the executive director should be housed in GNWT office space working directly with staff who will be support to the initial stages of implementation of the park management plan)
- identify all employment and business opportunities arising out of the establishment of the park and inform all members of the Three Land Corporations of those opportunities
- ensure that employment and business opportunities are subject to the same right of first refusal set forth in Chapter 13 of the Comprehensive Agreement
- provide a reasonable time for the members of the Three Land Corporations to respond to those opportunities
- identify other interested commercial operators that would like to participate in the opportunities arising from the development and operation of the park that have not been acted upon by the members of the Three Land Corporations

- negotiate agreements between the park authority and selected operators regarding the provision of facilities and services according to the directions set out in this management plan
- ensure that all agreements with commercial operators include provisions for hiring of members of the Three Land Corporations and priority contracting opportunities for members of the Three Land Corporations.
- compile comprehensive visitor use records annually and conduct visitor surveys periodically (every five years).

These tasks will be the responsibility of the executive director under the guidance of the park authority Board. Developing relationships with commercial operators is critical to the success of the plan and significant effort must be made in this regard. Naturally, these tasks must be coordinated with many of the detailed actions outlined later in the plan.

3.4 *Actions: Marketing*

- develop a distinctive logo for the park
- develop and distribute a promotional brochure for the park
- encourage the continued profiling of the park in a variety of outdoor publications, ensuring that the full spectrum of activities in the park are profiled as an appeal to the broadest possible market segment
- develop and utilize a park internet website for the communication of current information and the handling of visitor inquiries, and/or prepare promotional information to be provided to the tourism media such as other web site operators as appropriate
- advertise the website widely and include the address prominently in all published materials
- cooperate with all tourism promotion initiatives pertinent to the park
- develop sponsorship among related corporate interests for local events, products and promotional campaigns.

Creating an image of the park throughout the adventure tourism market place is critical in the success of the park as a stimulus to increased tourism in the Sahtu region. Consistent and widespread efforts that professionally portray the appeal of the park and its recreational activities need to be made. Cooperative efforts that involve the

promotion of the commercial operators that are participating in and helping to sponsor the park operation will be more effective.

The actions identified are those which can be readily implemented with minimal resources but targeted at wide distribution. It is not practical to mount marketing efforts that are highly capital intensive, such as major printed promotional literature, or that are highly costly operationally, such as staff involvement in trade show contacts.

Instead, it is important that a comprehensive information base be developed and provided to key links in the adventure tourism market place such as outdoor groups, guiding companies and travel consultants. It is with these principles in mind that the emphasis has been on electronic communications and the cost recovery for printed materials related to the park, its resources and operation. Of course, cooperation with other Sahtu tourism interests and marketing efforts of the Northwest Territories will remain important.

3.5 *Actions: Finance*

- negotiate a long term agreement regarding operational funding between the park authority and the Government of the Northwest Territories
- establish a trust fund to help develop the management capability of the park authority through initiatives such as training positions and youth programs
- establish a capital replacement cost account
- establish a park operations account
- prepare a full monthly statement of all accounts
- include a summary of accounts for the complete annual operation of the park in the annual report.

While the trend to make park operations more fiscally responsible is an important and useful one, it will be extremely difficult, if not impossible, for the park to become a completely independent business - the area is too awkward, the season is too short and the scale of operation is too low. It is for these reasons that liaison with existing businesses that operate on a broader base, but can effectively contribute to the park concept as part of their operation becomes the most cost effective means of developing and managing the park. However, that places the emphasis of the park authority responsibilities on low revenue generating activities (such as campsite development, marketing, etc.) and reduces the potential for direct park authority income. Thus government support for operational expenditures is anticipated to be an on-going requirement and a negotiated agreement on this should be the highest priority of the administration of the park authority as an independent entity.

Negotiating an effective agreement will be strengthened if there is a solid financial approach put forward by the park authority as the basis of its operation. Such a framework should include: a means of directly benefiting members of the Three Land Corporations as a result of the park operation (a trust fund for park related training and youth programs); a recognition of the long term sustainability of development (an account for the replacement of capital development based on the amortized value of each infra structural development); and, a realistic and efficient identification of anticipated revenues and costs. It is particularly important to recognize in identifying operating costs that commitments resulting from agreements and the sustaining of capital developments in the park be recognized and given highest priority.

4.0 Land Status and Park Boundaries

4.1 Settlement Lands

The Comprehensive Agreement made provision for the establishment of the park. In a number of places, the parkland and trail corridor are very closely associated with settlement lands under the Comprehensive Agreement. These areas are of key interest and importance to park development and potential visitor use. Consequently, these lands have been included in the process of assessment to determine future parkland development and use.

The relationship between parklands and settlement lands is critical to the success of this plan. Specific development proposals have been identified not according to land status, but according to the preferred location regardless of whether the site is parkland or settlement land. As a result, two parcels of settlement lands have a significant role to play in the park development and operation. The two parcels of particular significance to the plan are: the Carcajou Lake area and the Carcajou Falls area. Four other settlement land parcels are closely associated with the park corridor but have no specific role in the park development proposals at this time, although such use may be feasible in the long-term future.

It is the assumption of this plan that for purposes of park development and operation, the Carcajou Falls and Carcajou Lake land parcels can be treated as parkland and managed by the park authority, in spite of their distinct legal status. This could be accomplished through a formal long-term lease agreement between Tulita District Land Corporation Ltd. and the park authority, so that the land status would remain the same while the land uses would be directed and managed by the park authority.

Prior to the final adoption of this plan a detailed description of the two areas required from Tulita District Land Corporation Ltd. will have to be agreed upon with Tulita District Land Corporation Ltd.

4.2 *Boundary Adjustments*

A number of minor adjustments to the land designations contained in the Comprehensive Agreement have arisen from the analysis and preparation of the proposed park developments. These adjustments are intended to unify park management activities along the entire park corridor and to ensure a parkland base for proposed services and facility developments in key activity areas. Recreational activity should, for the most part, be contained within parklands for ease of administration. Such changes will require a process of legal definition, however the nature of the adjustments are such that changes will not be complex.

Existing Park Corridor

- Amend the park corridor boundary definition on split routings of the CANOL Trail to encompass land one kilometre on the outer side of both routings and including all the land between
- Amend the park corridor boundary definition on spur routings of the CANOL Trail to remove park status from those lands, with the exception of the spur from approximately Mile 60 to Carcajou Falls.

These changes will bring clarity with respect to the actual area encompassed by the park corridor in such areas. The dominant examples of this are found just southwest of CANOL Lake. There a spur of the CANOL Road heads south and southeast and park dedication of that spur should be removed (except for the first half kilometre which lies within the area encompassed by the main trail width). Just beyond this spur the road splits into two routes coming back together at the Little Keele River. In this split the entire area should be recognized as park corridor.

Trail Corridor in Municipal Lands

- The trail corridor from the municipal boundary to the Mackenzie River, including the site of Camp CANOL as described on map #1 should be transferred by the Commissioner to the park authority.

The Do e do Territorial Park Committee's understanding of the lands that are needed for the park are set forth in map #2.

4.3 *Subsurface Resources for Dodo Canyon*

During its deliberations, the Doi T'oh Territorial Park Committee has learned that there may have been oil and gas rights issued in the park area pursuant to an Exploration License or Licenses issued by the Department of Indian Affairs and Northern Development. The Committee is aware of the importance of oil and gas development in the area but believes that the subsurface resources lying beneath the Dodo Canyon should be withdrawn.

At the same time the Committee recognizes that a proposed Mackenzie Valley Pipeline may be on the west side of the Mackenzie River and while, on the one hand, wanting to ensure the integrity of the park they also want to ensure that the park will not become an impediment to the construction and operation of such a pipeline.

5.0 *Resource Management*

5.1 *Objectives*

The park will be established primarily for recreation and tourism reasons, with an emphasis on conservation. The plan reflects this focus and does not provide for conservation management of natural resources. However, the Do e do Territorial Park Committee is confident that the provisions of the Comprehensive Agreement dealing with land use planning and wildlife management will ensure the conservation is properly dealt with in the park.

5.2 *Actions: Hunting*

Hunting is the dominant existing and potential land use within the region. Hunting means hunting for food by the members of the Three Land Corporations, hunting for food or trophies by residents of the Northwest Territories and sport hunting conducted by various big game outfitters. The sport hunting operations are an important economic asset and one that should be retained with as little impact as possible. Generally speaking, the sport hunting operations have very little connection with the proposed park. The main question that has to be resolved is whether or not, on the one hand, hunting of any sort should be allowed to take place within the proposed park boundaries, or on the other hand, if the current types of hunting should be allowed to continue as they are carried on today. Past reviews of these competing interests have focussed on an either/or situation without any consideration to creative solutions that could be based upon time periods. For example, it may be possible to identify a specific time period (June 1 to August 31) when the primary use of the proposed park area would be for non-hunting activities. This could be followed by a period (September)

where a limited amount of hunting could be allowed and then followed by a third period (October) when hunting would be the only activity allowed.

Any regulation of hunting activity, such as proposed in the previous paragraph, could be enacted by regulation by the Government of the Northwest Territories.

In addition to actually conducting hunting activities, some of the sport hunting operators have facilities located within the proposed park boundaries and these facilities should be continued.

5.3 *Actions: Historic Resources*

Although there continues to be disagreement as to what is a historical resource and what is garbage, there seems to be a consensus that any material that could cause danger to humans and animals, such as abandoned telephone lines and abandoned piles of pipe, should be removed from the proposed park area. The remaining materials from the construction of the pipeline should be incorporated into the park and protected.

In addition to the historic resources and garbage left by the United States Army, there are also pre-World War II historic resources such as trails, campsites, salt licks, hot springs and corrals, all of which were used by the Mountain Dene for centuries prior to the arrival of non-Dene people. These areas must be clearly identified and preserved.

5.4 *Actions: Enforcement*

- negotiate agreements with the appropriate agencies regarding the roles and responsibilities with respect to enforcement of hunting and access regulations
- cooperate with commercial operators in the supervision of visitors to the area and coordinate information flow related to situations of infringement on resource management regulations
- develop and install signs at Mile 222 indicating the restrictions on summer season motorized access beyond that point
- advertise summer season motorized access restrictions of activities in the park in a variety of tourism and local media
- establish a permanent base camp at Mile 222 to regulate traffic and visitors entering the proposed park area from the Yukon

- Enter into a contract with the Government of the Northwest Territories so that the individuals maintaining the permanent base camp at Mile 222 are authorized as wildlife officers with the power to arrest and seize goods.

6.0 *Visitor Management*

6.1 *Objectives*

The park should be developed on the premise of a northern wilderness backcountry experience. While maintaining this character, it is important to ensure that a reasonably broad range of visitors are encouraged to come to the region and experience both the natural and historical character of the area. The economic value of increasing tourist numbers is central to the park development but it must be tempered by the desire to maintain a certain integrity to the experience and particularly by the necessity to maintain the existing activities of the region which presently contribute significantly to the economy of the region.

The following objectives have been identified as an expression of how to achieve this balance.

- to provide visitors with opportunities for a variety of backcountry activities including hiking, camping, nature study, history appreciation, photography, fishing, boating, mountain biking and snowmobiling
- to encourage participation in recreational activities by a reasonably wide market segment, specifically focusing on active individuals who can appreciate the wild and remote character of the region
- to encourage participation in recreational activities by people of all ages
- to concentrate development into nodes of recreational services activity along the trail
- to provide access, facilities and services in support of recreation activities that are consistent with the targeted visitor numbers and the character of the activity in the area
- to provide sufficient and convenient access, facilities and services so as to encourage levels of visitor use that are compatible with the character of the activity in the area and will contribute significantly to tourism revenues in the region
- to ensure the highest level of direct local and regional participation in the provision of facilities and services leading to the greatest possible economic benefits to the members of the Three Land Corporations

- to work cooperatively with the commercial sector in the development and operations of the backcountry tourism opportunities of the area
- to encourage responsible use and provide for visitor safety associated with recreational use of the area
- to allow hunting activities during periods other than those of peak visitor activity.

Note: Section 8 of the Territorial Parks Act says:

- (1) Subject to this Act and the regulations, the Superintendent or a person designated in writing by the Superintendent may, on application in the prescribed form and on payment of the prescribed fee, issue a park use permit on the terms and conditions that the Superintendent or the person designated by the Superintendent in writing specifies, authorizing a person to
 - (a) occupy or use the surface of any land in a Territorial Park;
 - (b) establish, conduct or engage in a business, commercial enterprise or industrial activity in a Territorial Park;
 - (c) construct, erect or move a building or structure in a Territorial Park;
 - or
 - (d) conduct or engage in scientific research on the condition that the applicant holds a licence issued under the *Scientists Act*.

6.2 *Actions: Access*

6.2.1 Air

- taking into account the rights of first refusal referred to in Part 3.3, enter into a long term legal agreements with businesses owned by members of the Three Land Corporations (duration of 10 years) to develop and maintain facilities within the park area which will provide the required level and standard of service
- ensure that agreements cover the development of additional aircraft landing sites which may involve utilizing appropriate segments of the remaining roadbed
- ensure that agreements cover the upgrading of key existing landing strips to allow consistent use by larger passenger capacity aircraft
- ensure that agreements cover the identification of sites and the development of basic shoreline facilities for float planes access points at selected lake sites in the area

- establish a mandatory permit system for all aircraft landings within the park area
- coordinate information on aircraft access to the park area to improve the efficiency and cost of visitor access.

Air access is considered to be the only practical means of supporting recreational activity throughout the park area. If visitor use levels are to be increased, additional infrastructure in support of air access is required. This means more access points and greater consistency in terms of numbers of people per party that can be carried to and from these access points.

Flexibility is critical in servicing such difficult terrain in such varying conditions. Decisions around providing access need to be left with businesses that understand the requirements and the area and can provide the services required by the park. The park authority should not take on the tasks of planning, developing and maintaining airstrips throughout the park. Instead, negotiated agreements should be developed with the private sector to ensure that services are available in areas that are important to the park and to levels and patterns of use that are consistent with the targets of the park.

Taking this approach to the provision of air services to the park area requires that a system of permitting of landings is implemented for the park area, both to honour the agreements with businesses providing service and to ensure adequate service to and the safety of visitors.

As an interim measure, the Government of the Northwest Territories should develop an inventory of all fixed wing (wheels), fixed wing (floats) and rotary wing landing areas within the boundaries of the proposed park.

6.2.2 Mechanized ground access

- establish and enforce a prohibition on summer season public use of park areas by any form of motorized ground transportation such as trucks, motorcycles or all terrain vehicles
- regulate the limited use of motorized ground transportation by commercial operations providing recreational facilities and services within the park area under special permit.

On Motorized Vehicles in the Park, Section 13 of the Territorial Parks Act says:

- (1) No person shall, in a Territorial Park,
 - (e) operate a motor vehicle, except in an area designated for that purpose.
- (2) In paragraph (1)(e), "motor vehicle" means a vehicle propelled or driven by power other than muscular power. S.N.W.T. 2003,c.8,s.6.

Park access for four wheelers and Argos should be restricted. Summer season motorized access along the park corridor is only feasible for a short distance from the southern terminus of the corridor. This practice is seen as inconsistent with the visitor experience and will be prohibited. Both information signs at the single access point (Mile 222) and extensive information in conjunction with all available material on the park and the area will be used to communicate this limitation on visitor activity.

Within that overriding position some limited exceptions will be made for specific activities. Commercial operations could be permitted limited use of motorized access to certain segments of the park to facilitate the movement of visitors to important activity areas. This would expand the areas of potential use and the range of visitors that could be served by these operations. Strict controls would be required to avoid conflict with other trail users. Guide outfitters would also retain special vehicle access permits consistent with their current use of the park corridor. In addition, snowmobile access, for instance, should be encouraged to provide added opportunity for experiencing the park beyond the summer season. While specific areas may be identified as restricted for wildlife reasons, the entire corridor should be available for winter use but this a matter that should be left to the park authority.

6.2.3 River crossing facilities

- facilities to support river crossings of the major rivers along the corridor may be investigated for their feasibility and installed and operated by the park authority as found to be viable and appropriate.

While not a primary focus of the recreational development of the park, hiking the entire corridor will continue to be an objective of a small segment of the visitors attracted to the area. Further investigation of the economic feasibility of providing crossing facilities at key locations such as the Twitya River, should be conducted prior to their actual development. Considerations that should be addressed in the analysis will be the actual cost/benefit analysis of the installation and operation of the facilities, as well as the cost of liability coverage for the park authority, which would inevitably be the organization taking on the responsibility for the facilities.

River crossings along the Trail can be very dangerous in wet and stormy conditions. In view of this potential liability, overhead cable, basket pulley, and cable footbridge systems at the most dangerous river crossings should be evaluated and allowed for in the budget. Appropriate signage should direct hikers to the safest river crossing points.

6.2.4 Trails

- clear and maintain segments of the corridor for hiking that are designated links between activity areas and/or lead to key recreational features. Trail maintenance should be restricted to clearing of encroaching vegetation

- install replica mileage markers at regular intervals (eg. every 3 - 5 miles) along the segments of the trail route intended for active hiking use
- install directional signs in key locations along the corridor where the route is completely obscured and difficult to locate
- develop trail access to key recreational features and activity areas adjacent to the trail that will be the focus for significant levels of visitor interest and use
- install directional signs to distinguish side trails from the main CANOL Trail.

While the CANOL trail is not intended to be maintained as a major travel route throughout its length, it undoubtedly will continue to attract individuals who want to traverse its entire length. This can certainly be a recognized use of the park area but is not being promoted or supported by associated developments identified in this plan. The intent, rather, is to maintain certain segments of the trail which can serve as smaller hiking routes and important links between areas of high recreation potential. Priority segments for such maintenance are: Mile 0 - 23; Mile 45 - 55; and, Mile 170 - 210. Additional markers indicating locations along the trail would be very helpful to travellers.

6.3 *Actions: Accommodation*

6.3.1 Dechenla Lodge (formerly Oldsquaw Lodge)

- work cooperatively with the lodge to provide visitor services for a substantial client base in this area of the park
- facilitate the effective relocation of air access direct to the lodge site from the presently used strip at Mile 222
- identify a time frame for the phasing out of ground transportation access to the lodge from Mile 222
- identify and implement an annual park user fee for the lodge operation based on visitor/day capacities of the facility
- negotiate an agreement with the lodge operators on the exchange of services related to promotional and operational functions.

The lodge is a full service operation providing the precise recreational opportunities for visitors to the area that the park should seek to promote and expand. It is important therefore for the park to encourage the growth and success of the lodge operation. For this cooperative approach to be successful, attention needs to be paid to some key

areas in the operation of the lodge and its links to the park. These areas are: access, economic benefits to the region, visitor levels, and marketing.

The lodge's location 'adjacent' to the terminus of road access to the corridor is both an asset and a liability. General access to the corridor by motorized vehicle detracts from the experience of the park, nor is it feasible for the park operation to maintain a road. Yet the success of the lodge operation could benefit from continuing the alternative access possibilities provided by ground transportation. While the ultimate objective might be to replace ground access with air access direct to the lodge at a newly created landing site, interim use of ground transportation in the vicinity of the lodge is recognized as necessary and a continuing support to visitor use in the area that will maintain the potentially broad base of the clientele.

Other changes in the existing operation will mean developing both an economic and operational relationship between the park and the commercial enterprise. A formula for contributing to visitor fees associated with park use should be developed. The lodge could also take on broader park related operational responsibilities under agreement with the park authority, such as registration and monitoring functions. The lodge could also serve as a key element in the marketing and promotion of the park area.

6.3.2 New lodge

- subject to the right of first refusal provisions of section 3.3, encourage the development of a new lodge facility associated with the park
- work cooperatively with a selected business owned by members of the Three Land Corporations to ensure the scale, character and operational attributes of the facility are consistent with the environmental sensitivities of the area and the character of recreational activity it will support
- encourage the all season use of the facility
- identify and implement, through a phasing in approach, an annual park user fee for the lodge operation based on visitor/day capacities of the facility
- negotiate an agreement with the lodge operators on the exchange of services related to promotional and operational functions.

A new full service lodge operation similar in concept to Dechenla Lodge is proposed for development. It would be developed to the same general scale, serving a maximum of approximately 12 - 16 visitors at a time but should be developed with spring and fall use in mind as well. By its location, the focus of activity may not be the same with the opportunities for lake activities such as fishing and canoeing being immediately available. The lodge could also serve as a base for extended trips out to features and areas in the general area, such as the Plains of Abraham. Mountain biking could be

utilized in these kinds of excursions as well as maintaining a hiking and nature study focus of activity.

An economic relationship with the park is also proposed that will recognize the park related nature of the operation and reflect the potential complementary approach to services on the part of both parties. The park authority should be involved in the development of the lodge concept, location of the facilities, and the implementation of the plans, to ensure that the operation will contribute to the park vision and goals.

6.3.3 Campsites

- develop basic campsite facilities in association with key access locations and potentially high use areas
- develop only the necessary facilities to ensure consistent site use with a minimum of environmental impact, such as tent platforms, if required, and fire pits
- install directional signs in key locations to orient visitors to the main CANOL Trail campsites and the reverse.

Some basic campsite facilities are considered valuable in the park area because present access points and good camping sites are not typically the same. For safety reasons and efficiency of air access and egress, campsites in reasonable proximity to access points are desirable. Campsites should be located in the park and should be adjacent to landing areas and not more than two to three days walking apart. The intention is to provide easy access to the landing sites, so the location of the facilities needs to be coordinated with the aircraft services that will be serving these areas. Consideration of aircraft beaching sites is critical in campsite location. The importance of location is not to be immediately adjacent to either the lake or the trail but to be at a convenient distance. Marking these locations for access both from the lake and the trail will also be necessary, requiring trail development in some cases (see above).

6.4 *Actions: Interpretation/Education*

- develop an interpretive plan to address the full range of messages and lay out strategic approaches for economical and cooperative delivery
- produce a park interpretive guidebook for sale and update it on a regular basis to accommodate changes in the park development and operation and to respond to the improvements in the publication that will be identified during the course of its use
- utilize the internet website to house ecological and historical interpretive information accessible to both potential users and the broader public

- arrange for the printing and distribution of park publications commercially through an internet service linked to the park website
- develop an on-going liaison with local and regional visitor interpretive centres (along the Mackenzie Valley, Yellowknife and in the Yukon) to provide accurate and informative material about the area and its historical significance
- specifically develop an agreement with the Norman Wells Historical Centre regarding the interpretation of park messages and the distribution of park information
- specifically develop an agreement with future tourist service facilities in Tulita regarding the interpretation of park messages and the distribution of park information
- provide interpretation of historic resources and events with an emphasis on off-site media, along with some displays created for on-site appreciation at key locations.
- Interpretation of the features and human story of the area is a tremendously important component of building a strong public image and providing a meaningful and enjoyable visitor experience. Interpretive efforts must have broad appeal for all market segments. The events and circumstances of the CANOL project have dominated interpretive efforts to date and while this is a legitimate and important component of the interpretive message, greater emphasis needs to be placed on the natural characteristics of the area (its landforms and ecology) as well as the history and cultural character of the Mountain Dene people. There should be future summer work with elders on recording traditional Mountain Dene use and knowledge” for interpretive projects on traditional use.
- There should also be future summer work on archaeological projects.

Emphasis in interpretive efforts needs to be placed on cost efficient, cost recovery, and widespread information. On-site interpretation should not be a priority and used only in a very few specific site locations related to CANOL history which are expected to be highly utilized. Camp CANOL, Mile 36 and Mile 222 are likely examples. Off site interpretation should be strongly focused on high quality, appealing publications that can be sold, and also on inexpensive widespread media services such as the Internet. Local community contacts for visitors such as those provided through the Norman Wells Historic Centre are also extremely important and agreements to integrate park information services need to be established.

6.5 *Actions: Guiding*

- encourage the participation of commercial outfitting operations to support acceptable visitor activities in the park
- work cooperatively with commercial outfitting operations to ensure the scale, character and operational attributes of their services are consistent with the environmental sensitivities of the area and the character of recreational activity envisioned for the park and if necessary amend their licenses
- require all commercial outfitting services to have operating permit agreements with the park authority for all activities within the park and to provide qualified, licensed guides in good standing for all park activities
- review the existing regulatory regime and determine if any changes would be appropriate for licensing guides
- identify and implement a system of administering park user fees for outfitting operations based on accumulated visitor days
- negotiate an agreement with outfitting operations on the exchange of services related to promotional and operational functions.

A growing segment of visitor use of the park area is also expected in organized hiking and mountain biking trips led by professional guides. This form of visitor use provides visitors with the security and service of highly knowledgeable and trained leaders but without the facility base of a lodge. The administration of such services by the park, however, should be very similar to the facility-based services being encouraged in specific locations. While this is an important opportunity for increasing visitors to the park and the region, the park must be concerned about the quality of the leadership and the service as it will reflect on the reputation of the park as a whole. There must also be practical considerations of coordination of scheduled activities, routes and group sizes to ensure compatibility with other park users. Utilizing these guiding operations in the cooperative management of the park area under agreements of shared services with the park authority is also desirable and should be the subject of negotiated agreements.

6.6 *Actions: Safety*

- require all visitors to register and record their itinerary with the park authority prior to entering the park area and confirm their departure upon exit
- ensure all visitors are made aware of the hazards of travel in the park and the expected conditions
- specifically inform all visitors that no rescue service is provided by the park authority and that any services required by visitors that can be attended to

by local commercial operators must be paid for at commercial rates directly to the operator

- subject to the right of first refusal provision set forth in section 3.3 enter into an agreement with a business owned by members of the Three Land Corporations to develop and implement a commercial communications system that is reliable and practical for back country visitor use and would be available to all visitors at current market prices
- require all commercial operators to provide the necessary orientation and safety information to their clients and to handle the registration on their behalf
- require all commercial operators to carry standard levels of liability insurance for the nature of their operation and to insist on the use of liability waivers for all employees and visitors.

The park authority will not be capable of providing visitor emergency rescue services. The designated corporation should contact Kevin Rowe at the department of Municipal and Community Affairs in Yellowknife, as they are responsible for search and rescue coordination in the NWT.

Since the vast majority of the park services and facilities will be operated by private sector interests, it is understood that those commercial operators will be responsible for their own clients. The responsibility of the park authority is to clearly advise other visitors, not connected with commercial operations, of the conditions and risks associated with their intended itinerary and link them with the commercial emergency response information and services that will be of assistance.

For unguided individuals, the Trail is very remote, very long, and at times dangerous. In the past, hikers have used some of the smaller World War 2 Quonset structures as emergency shelters in poor weather. These buildings are in very poor condition and are quite unsafe for continued use. A few new small emergency shelters should be installed at appropriate points along the Trail. They should be fairly basic – in keeping with the Plan’s “hiker’s challenge” vision. As well, all Park users should be encouraged to take bear-safety briefings from Environment and Natural Resources before going on the Trail.

6.7 *Actions: Fees*

- all visitors to the park should be required to pay a user fee for the period of stay in the park in conjunction with their registration
- all facility based commercial operators should be exempt from paying individual visitor fees as a result of the annual operating user fee

- All non-facility based commercial operation should be assessed visitor use fees on behalf of their clients on the same basis as independent users.

Park fees are an essential component of park revenues. These revenues are important as long term government funding is not expected to maintain the park operation. It is important in the short term to establish effective revenue and budgeting mechanisms that will minimize capital and operational requirements in the future.

It is extremely critical that mechanisms for fee collection be extremely efficient. For the most part commercial operations have been identified as the mechanisms for collecting fees from park users that are their own clientele. Negotiated agreements with these operators may also be the most effective means of collecting fees from independent park users because of the widely dispersed locations of access and activity areas within the park. This would include liaison with the Norman Wells Historical Centre and any future visitor facility in Tulita as visitor registration outlets. For remote registration, service should be provided on the Internet and through credit card service via telephone and fax.

6.8 *Actions: Regulations*

- develop and install park signs for the entry point at Mile 222 that will indicate the park area, its character and the regulatory requirements associated with its use
- develop and install signs with the cooperation of the Yukon Government at the access point to the North CANOL Road indicating the location of the park area, its character and the regulatory requirements associated with its use and providing contact information for visitor use registration
- visitors without proper registration and user fee receipts should be subject to penalties.

The regulations affecting visitor use of the park will be similar to those in other federal and territorial parks and therefore should not be major hurdles in terms of public education. Where the challenge lies is in the awareness that the area itself is now to be viewed as under park status which was not the case previously. Public awareness and control from the north end of the park area is much more manageable.

The major difficulty in enforcement lies in the fact that the corridor is extremely long and costly to access from the north and the historical access and use, is by road from the Yukon. This necessitates a concerted effort to advise and work with the local Yukon community and Yukon tourism interests with respect to the intentions of the park and the changes in activity patterns that it will bring. While notices at the entry point at Mile 222 will be important, the success of public education will ensure that people understand the nature of the park and its activities before they drive the North CANOL

road to the boundary of the NWT. Business entities must have insurance to get a Tourism Operators license under the Tourism Act.

The most significant regulatory mechanism will be the registration process. It is during this process that the park authority will have the opportunity to educate and prepare visitors for their park experience. Pro-active actions will be far more effective than punitive ones and all visitors should be clearly presented with the importance of safe and sensitive use of the park area.

The Do e do Territorial Park Committee notes that the making and enforcement of regulations will continue to be a responsibility of the Government of the Northwest Territories.

7.0 *Plan Implementation*

7.1 *Implementation Plan Principles*

This discussion of the proposed implementation of the plan must necessarily be general. Broad cost estimates are provided since the details of facility design or site assessment have not been identified. The following estimates are intended to give an appreciation of the magnitude of capital and operational expenditures associated with the plan so that the overall park development program can be assessed for its financial implications as well as the principles of its development. Beyond the acceptance of the management plan, specific field assessments, site planning and design will have to be undertaken to refine the cost estimates prior to facility development and program implementation. It is also critical to reflect in the implementation strategy, the phasing of developments identified in the plan. Implementation funds are limited and the ongoing operational costs associated with every capital investment must be assessed and accepted as part of the operational budget for the park. Figures for the development and operation of river crossings are not indicated pending a detailed feasibility study including a cost/benefit analysis.

In the following tables the figures are broken down into two components: Capital Projects and Administration. The Capital component includes the development and servicing of facilities and materials directly implemented by the park authority through contracting of services while the Administration component includes the operation of the park authority, its staff and staff support, including office, travel and communications.

Much of the major infrastructure and services identified in the plan are expected to be provided by the private sector through negotiated agreements. Thus the costs for such development do not appear in the park budget. However, a capital incentive option is identified as a possibility to stimulate private sector initiatives on key facilities under implementation schedules that would be desirable from a park perspective. This means that if private sector interests were not able to initiate lodge development in the short

term, the park authority could advance capital to develop facilities and enter into a lease to purchase or a low interest loan agreement to encourage facility development.

These loan capital figures have been separated from the rest of the park's capital development program because of the uncertainty of the requirement for such funds, and because such funds could possibly be made available through other government program sources beyond the actual Government of the Northwest Territories Parks budget.

One other discrete item separated in the proposed budget is the proposed trust fund. As a separate corporate entity, the park authority has the opportunity to establish and build a trust fund for specific park related activities. Specifically, the proposed trust fund would initially support training and youth related park programs. Contributions to the fund are shown to come from the original government budget identified for the establishment and development of the park.

Additional contributions could be solicited from a wide variety of corporate and public supporters. Strategies for advertising and building contributions to the fund will be the responsibility of the park authority staff. Only a portion of the interest from the fund would be used to mount training and youth related benefits so as to allow the fund to be sustainable in the long term and to have the capacity for increasing financial benefits while keeping pace with inflation.

7.2 *Proposed Park Authority Budget Proposed Capital Development*

| | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> | <u>Total</u> |
|---|---------------|---------------|---------------|---------------|---------------|--------------|
| <u>Start-up Capital Costs</u> | | | | | | |
| Marketing | | | | | | |
| • publications | 20 | | | | | 20 |
| • website | 10 | | | | | 10 |
| Enforcement | | | | | | |
| • park entry signs | 15 | | | | | 15 |
| Air Access | | | | | | |
| • facility development grants | 5 | 10 | 10 | 10 | 10 | 45 |
| Trails | | | | | | |
| • clearing | 15 | 15 | 20 | | | 50 |
| • markers | 5 | 5 | 5 | | | 15 |
| • directional signs | 5 | 5 | | | | 10 |
| • side trail construction | 30 | 40 | 70 | | | 140 |
| Emergency Shelters | | | | | | |
| • Emergency Shelters (a) | 60 | 30 | | | | 90 |
| • Food Cache Sheds (b) | 40 | 20 | | | | 60 |
| Interpretation | | | | | | |
| • interpretive plan | 10 | | | | | 10 |
| • guidebook | 40 | | | | | 40 |
| • interpretive displays (trail locations) | 10 | 10 | | | | 20 |
| • cooperative interpretive media | 10 | 10 | | | | 20 |
| Safety | | | | | | |
| • visitor information system | 5 | | | | | 5 |
| • registration system | 5 | | | | | 5 |
| • river crossing systems (c) | 60 | 20 | | | | 80 |
| Regulations | | | | | | |
| • park entry signs | 5 | | | | | 5 |
| • access point signs (Yukon) | 10 | | | | | 10 |
| Capital Replacement Fund | 11 | 26 | 36 | 47 | 51 | 171 |
| Total Capital Program | 371 | 191 | 141 | 57 | 61 | 821 |

(a) 3 shelters @ \$30,000 each

(b) 4 sheds @ \$15,000 each

(c) 3 river crossing systems @ \$10,000, \$20,000, and \$50,000

all figures shown are thousands of dollars

Year 1 Year 2 Year 3 Year 4 Year 5 Total

Proposed Park Authority Operations

Ongoing Operating Costs

Administration Costs

| | | | | | | |
|------------------------------|------------|------------|------------|------------|------------|------------|
| * office setup & operation | 20 | 20 | 20 | 20 | 20 | 100 |
| * staff contracts & support | 90 | 90 | 100 | 100 | 100 | 480 |
| * Board honoraria & expenses | 25 | 25 | 25 | 25 | 25 | 125 |
| * direct advertising | 10 | 10 | 15 | 15 | | 50 |
| Trust Fund | 30 | 30 | 30 | 30 | 30 | 150 |
| Total Administration | 175 | 175 | 190 | 190 | 175 | 905 |

Proposed Park Authority Budget

Less: Revenue

| | | | | | | |
|---|------------|------------|------------|------------|------------|--------------|
| Licenses and Fees | 0 | 3 | 8 | 12 | 15 | 38 |
| Sales | 0 | 1 | 1 | 2 | 2 | 6 |
| Total Revenue | 0 | 4 | 9 | 14 | 17 | 44 |
| <u>Variance (Required Funding)</u> | 546 | 362 | 322 | 233 | 219 | 1,682 |

Proposed Loan Capital

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|----------------------------|--------|--------|--------|--------|--------|
| Facilities development | | | | | |
| * Carcajou Lake | 20 | 80 | 20 | | |
| Total Loan Capital Program | 20 | 80 | 20 | | |

all figures shown are thousands of dollars

Appendices

Appendix 1 – Map No. 1 - Municipal Boundaries of Norman Wells

Appendix 2 – Map No. 2 - Park Boundaries

Appendix 3 – Letter from Tulita District Land Corporation Ltd.

Appendix 4 – Chapter 17 - 1994 Sahtu Dene and Metis Comprehensive
Land Claim Agreement

Appendix 5 – 1994 Memorandum of Agreement



Northwest Territories
Municipal and Community Affairs

Surveys and Mapping

Norman Wells Boundaries



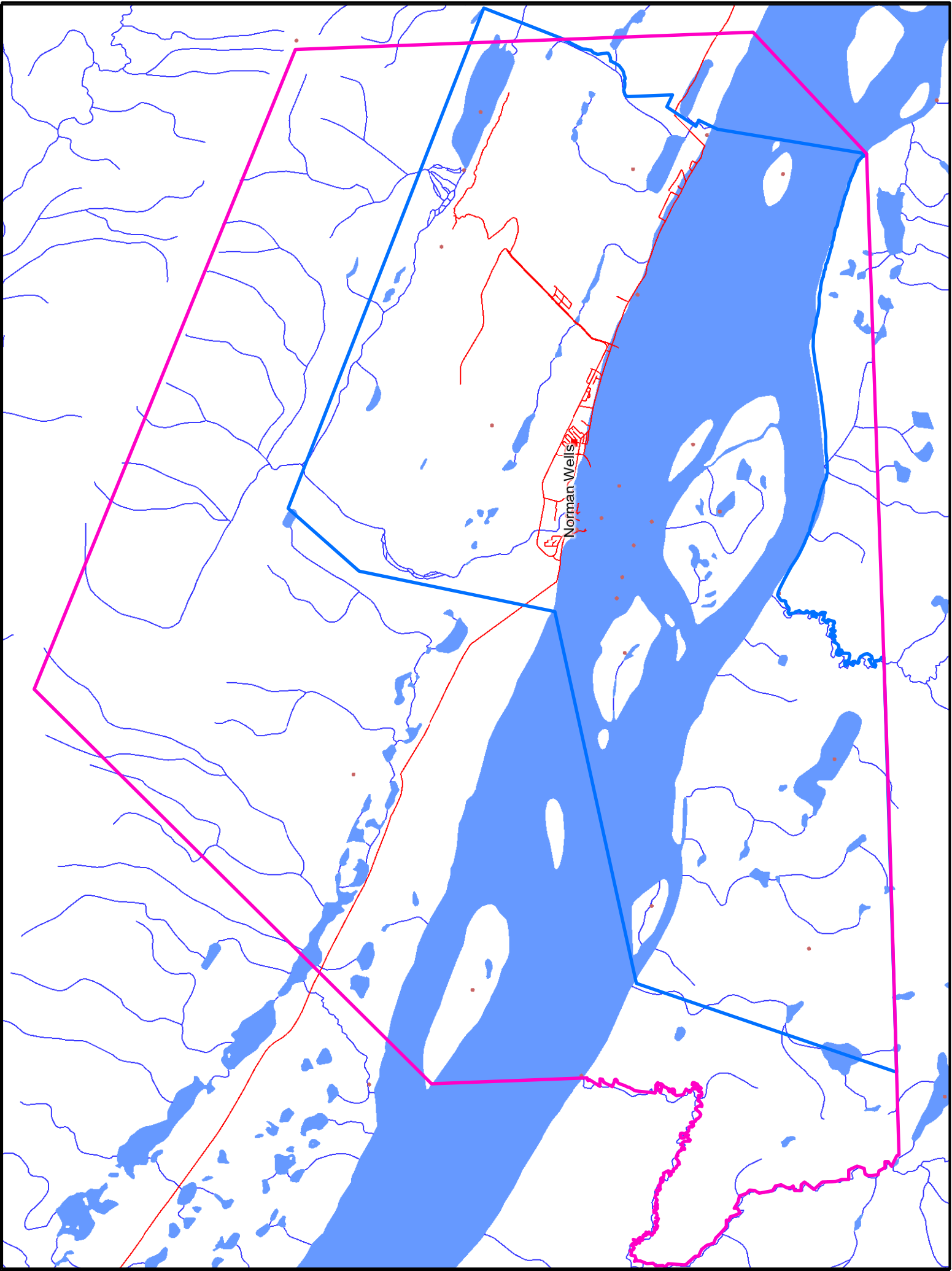
Legend

-  Block Land Transfer
-  Community Boundary

Scale: 1:115,000



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Tulita District Land Corporation

Ernie McDonald

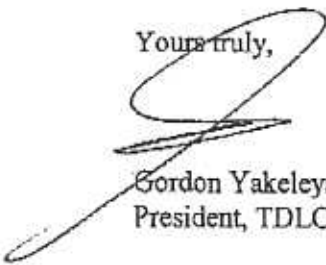
January 21, 2004

Chairperson
Do e do Territorial Park Committee
Ernie McDonald Land Corporation
P.O. Box 69,
Norman Wells, N.T.
X0E 0V0

*Rec'd by hand
March 12/04
for.*

**RE: The CANOL Heritage Trail and
Do e do Territorial Park Management Plan**

This letter is to advise that the Tulita District Land Corporation Board of Directors in their meeting of January 13, 2004, have discussed the draft CANOL Heritage and Do e do Territorial Park Management Plan and thereby approved the proposed plan as presented.

Yours truly,


Gordon Yakeleya
President, TDLC

- c.c. Tulita Land Corporation, Tulita
- Fort Norman Metis Land Corporation, Tulita
- Ernie McDonald Land Corporation, Norman Wells

Box 108
Tulita, NT
X0E 0K0
Phone #: 867-588-3738
Fax #: 867-588-9738 4/25

**EXTRACT FROM THE SAHTU DENE AND METIS
COMPREHENSIVE LAND CLAIM AGREEMENT
VOLUME I**

17 PROTECTED AREAS

17.1 GENERAL

- 17.1.1 In this chapter, "territorial park" means an area dedicated as a recreation park under 3(1)(a) and (b) of the *Territorial Parks Act*, R.S.N.W.T. 1988, c. T-4, and any other territorial park outside local government boundaries the area of which exceeds 130 hectares.
- 17.1.2 Except as otherwise provided in this agreement, protected areas shall be planned and managed pursuant to legislation respecting protection of the resources in the protected areas.
- 17.1.3 Except as otherwise provided in this chapter, the provisions of chapters 13, 14 and 15 apply in any protected area established in the settlement area.

17.2 PLANNING AND MANAGEMENT

- 17.2.1 (a) Government shall consult with the Sahtu Tribal Council and with affected communities prior to the establishment of any protected area, or changes in the boundaries of an established protected area. Such consultation shall commence not less than 12 months prior to the establishment of the protected area or the change in boundaries.
- (b) In an emergency for reasons of conservation, such consultation may take place in a shorter period. In the event of an emergency for reasons of conservation which requires immediate government action, government shall consult with the Sahtu Tribal Council as soon as possible after the establishment of a protected area on the necessity of the action and the terms and conditions attached thereto.
- 17.2.2 The Government of the Northwest Territories shall consult with the Sahtu Tribal Council and with affected communities prior to the establishment of any territorial park which is not included in the definition of territorial park under this chapter.
- 17.2.3 The Government of the Northwest Territories may prepare a park management plan for each territorial park which describes the policies which will guide the conservation and management of the park and its resources. The Sahtu Tribal Council shall be invited to participate in the preparation of any plan. A park management plan shall be approved by the Minister before coming into force. The use by participants shall be in accordance with the applicable interim management guidelines or park management plan.

- 17.2.4 Any allocation of participants' harvesting rights among participants in protected areas shall be the responsibility of the appropriate Renewable Resources Council.
- 17.2.5 The harvesting of wildlife, plants and trees by participants may be restricted in protected areas or parts of protected areas for conservation or other reasons as set out in chapters 13, 14 and 15 or related to the management of the protected area. Any proposed restrictions shall be included in a protected area agreement dealing with impacts and benefits to be negotiated between the designated Sahtu organization in the affected Sahtu communities and government. In the event that a protected area agreement is not concluded within two years of the commencement of negotiations, each party may submit its own proposal to the Minister responsible for the protected area for consideration and decision. The Minister shall give written reasons for a decision.
- 17.2.6 A protected area agreement may include provisions relating to:
- (a) employment of participants;
 - (b) training of participants;
 - (c) protection of the religious, cultural and historic sites of participants;
 - (d) mitigation of potential negative impacts of the establishment of the protected area on affected participant harvesters and their communities;
 - (e) participation of the participants in management committees or other similar structures relating to the development and administration of the protected area;
 - (f) any interim management guidelines or management plan;
 - (g) periodic review of the protected area agreement not less than once every 10 years;
 - (h) the continued use of the camps and traditional travel routes of participants to assist harvesting and other traditional uses; and
 - (i) other matters of concern to the affected Sahtu communities and government.
- 17.2.7 It is the objective of the parties that qualified participants be employed at all occupational levels in protected areas. Government shall identify employment opportunities in respect of the management and administration of protected areas and shall provide appropriate training opportunities for participants as set out in the implementation plan. For any protected area established after

the date of settlement legislation, the nature and extent of the training opportunities shall be set out in the protected area agreement.

- 17.2.8 To the extent that outfitting, guiding and naturalist commercial activities, including tourist establishments related to such activities and facilities for the manufacture or sale of handicrafts, may be permitted in protected areas, the Sahtu Tribal Council shall have the right of first refusal to any new licences to carry on such activities and to take up licences in force at the date of settlement legislation that are not renewed and are available. The procedures set out in 13.7.5(b) shall apply, where appropriate, to such right with such modifications as the circumstances require.
- 17.2.9 To the extent that commercial wildlife activities including commercial harvesting are permitted in protected areas, the Sahtu Tribal Council shall have the right of first refusal to any new licence for such activities. The procedures set out in 13.7.2 or 13.7.5(b) shall apply, where appropriate, to such right with such modifications as the circumstances require.
- 17.2.10 In the event that manipulation of wildlife populations is required in a protected area, the Sahtu Tribal Council shall be given the first opportunity to conduct the hunt and to dispose of wildlife parts and products resulting therefrom in accordance with a plan to be approved by officials responsible for the protected area.

17.3 CANOL TRAIL AND DODO CANYON

- 17.3.1 (a) Within three months of the date of settlement legislation, the Government of the Northwest Territories shall submit to Canada a proposal for the creation of a territorial park (or parks) within the lands described in schedule XXI, appendix E, including a request for a reserve of such lands.
- (b) Canada shall make a decision with respect to the proposal in (a) within two months of the date of its submission.
- (c) The Government of the Northwest Territories shall, within three years of the date of the reservation of lands, submit an application to Canada for the transfer of such lands. The application shall include a park management plan (or plans).
- (d) Canada shall make a decision with respect to the application in (c) within one year.
- (e) Subject to existing rights, titles or interests in the lands in (a) existing at the date of settlement legislation, Canada shall not, prior to a decision with respect to the application in (c), dispose of any interest in such lands or

authorize any activity in such lands where the disposition of that interest or the authorization of that activity would be inconsistent with the establishment of a territorial park. To the extent that legislation permits subsurface exploration and development within territorial parks, this provision shall not prevent government from authorizing subsurface exploration and development in the lands in (a).

- (f) For greater certainty, a territorial park (or parks) created on the Canol Trail/Dodo Canyon shall be a protected area within the meaning of this agreement.
- (g) Nothing in 17.3 requires Canada or the Government of the Northwest Territories to develop, establish or operate a territorial park (or parks) in the vicinity of Canol Trail and Dodo Canyon but in the event that a territorial park (or parks) is established, the costs of developing, establishing and operating the park (or parks), other than the incremental costs which, in the absence of this agreement are costs that would not have been incurred by the Government of the Northwest Territories, shall not be costs of implementing this agreement.

17.4 KELLY LAKE PROTECTED AREA

- 17.4.1 (a) The lands described in schedule XXII, appendix E, shall be set aside and protected by Canada in order to preserve the natural environment of the area in its natural state for the benefit and enjoyment of the public.
- (b) Subject to existing rights, titles or interests in the lands in (a), Canada shall withdraw the lands in (a) from the disposition of surface interests at the same date as the withdrawal of lands pursuant to 1.12 of appendix C.

CANOL TRAIL MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made as of the 1st of October, 1994

BETWEEN:

THE GOVERNMENT OF THE NORTHWEST TERRITORIES,
as represented by the Minister of Economic Development
and Tourism

(hereinafter referred to as "the Minister")
OF THE FIRST PART

- and -

THE TULITA DISTRICT LAND CORPORATION LTD.

(herein after referred to as "the Council")
OF THE SECOND PART

AND WHEREAS a Comprehensive Land Claim Agreement between Her Majesty The Queen in Right of Canada and the Sahtu Tribal Council representing the Sahtu Dene and Metis was signed in Fort Norman on September 6, 1993 and proclaimed by legislation June 23, 1994 (hereinafter referred to as "the Comprehensive Agreement").

AND WHEREAS Chapter 17 of the Comprehensive Agreement requires the Minister to submit to Canada a proposal for the creation of a territorial park (or parks) within lands that must yet be identified in the Canol Trail and Dodo Canyon area of the Mackenzie Mountains;

AND WHEREAS Chapter 17 of the Comprehensive Agreement states that if a territorial park is created in the Canol Trail and Dodo Canyon area of the Mackenzie Mountains it shall be a protected area within the meaning of the Comprehensive Agreement;

AND WHEREAS Chapter 17 of the Agreement states that prior to the creation of a protected area the Minister must negotiate a Protected Area Agreement with the Council with respect to the impacts and benefits which will flow from the creation of such a protected area;

NOW THEREFORE the parties agree that this agreement shall be a protected area agreement respecting the Canol Trail and Dodo Canyon Territorial Park (or Parks) and agree to be bound by the terms hereof;

1. The boundary of the park (or parks) shall be as set out in Schedule A to this agreement with options for modification as described in Schedule "B" to this agreement.
2. The Minister and the Council agree to begin work on a park management plan for the Canol Trail and Dodo Canyon Territorial Park (or Parks) within a reasonable period of time after Canada makes an affirmative decision pursuant to 17.3.1(b) of the Comprehensive Agreement and the Minister agrees to pay all reasonable costs of the Council incurred as a result of their participation in the planning process in accordance with the budget which is attached as Schedule 'C' to this agreement.
3. The planning process will be conducted under the auspices of a committee of seven individuals: three to be appointed by the Council; three to be appointed by the Minister and a Chairperson selected by them jointly. Each member of the Committee including the Chairperson shall have one vote.
4. The park management plan shall specify that the development, operation and management of the Canol Trail and Dodo Canyon Territorial Park (or Parks) shall be contracted to a corporation to be designated by the Tulita District Land Corporation upon terms and conditions that will be set forth in an addendum to the park management plan. These terms and conditions will note that the awarding of exclusive development and operating contracts to the Council will be subject to conformance by the Council with industry price and performance standards that are mutually agreed upon by the Council and the GNWT, and that are reflected in the contracts let to the Council by the GNWT. The Minister and the Council acknowledge the terms of Chapter 12 of the Comprehensive Agreement and agree that the Minister will seek the approval of the Executive Council to enter into the contract(s) referred to herein without going to public tender.

ALL OF WHICH IS AGREED TO as of the date and year previously noted in this Agreement.

Rosierstraker
WITNESS



THE MINISTER OF ECONOMIC
DEVELOPMENT & TOURISM

NOV 09 1994

Date

Debbah
WITNESS

Debbah

BOARD MEMBER, THE TULITA
DISTRICT LAND CORPORATION

Oct 15, 1994

Date

Debbah
WITNESS



BOARD MEMBER, THE TULITA
DISTRICT LAND CORPORATION

Oct 12/94

Date

SCHEDULE "A"

(General Sketch Map and/or Description)

For the purpose of greater clarification the boundaries of the proposed park shall start at mile 222 and proceed east along the route of the Canol Trail to the Mackenzie River. The park boundaries will generally extend one kilometre either side of the median of the Canol Trail except where passing through or adjacent to Sahtu selected land parcels (eg: parcel 66, 69, and 71). Park boundaries along these sections may be reduced to thirty meters either side or one side respectively of the Canol Trail median. Other exceptions include the exception from the proposed park of private or lease hold land and a larger previously agreed area in the vicinity of Dodo Canyon.

SCHEDULE "B"
NOTICE OF INTENT

**ACQUISITION OF SAHTU LANDS
FOR THE PROPOSED CANOL HERITAGE TRAIL
TERRITORIAL PARK**

The Council acknowledges that certain lands in parcels 66, 69, and 71 have been identified as required for the purpose of the proposed Canol Heritage Trail Territorial Park. The lands in question follow the general alignment of the Canol Trail as described in Schedule "A" of this document. If required, modification to the alignment of the park described in Schedule "A", for public safety or route engineering purposes is to be allowed and determined subject to consultation with the Tulita District Land Corporation.

SCHEDULE "C"
NOTICE OF INTENT

**PAYMENT OF COSTS OF COUNCIL
AS A RESULT OF PARTICIPATION IN
PARK PLANNING PROCESS.
(PAYMENT OF COSTS OF COUNCIL)**

It is agreed that the Minister of Economic Development and Tourism agrees to pay all reasonable costs of the council which are incurred as a result of their participation in the initial park planning process.

For greater clarification the following principles are agreed to by both the council and ED&T.

1. That the planning process will be carried out within a three year period. No funding will be provided by ED&T after three years.
2. That most meetings will be held in Norman Wells and/or Ft. Norman.
3. That an average of four meetings per year will be required.
4. That any Economic Development and Tourism park staff will be based in Norman Wells or Ft. Norman.

The following cost schedule is agreed:

1. That the least expensive form of transportation and hotel accommodation will be utilized wherever possible, and that all receipts will be provided on request.
2. That a sitting allowance or honorarium of one hundred dollars per day will be paid to cover the cost of meals and other miscellaneous expenses.

SCHEDULE 1 – Doi T’oh Territorial Park Corporation CONSTITUTION & BY-LAWS

WE, the undersigned, hereby declare that we desire to have a Society incorporated under the *Societies Act* and that:

PART ONE CONSTITUTION

ARTICLE 1

The name of the Society shall be: "Doi T’oh Territorial Park Corporation" [hereinafter called the "Corporation"].

ARTICLE 2

The objects of the Corporation are:

1. To enter into agreements with the Government of the Northwest Territories and its successors to manage the Territorial Park to be created pursuant to clause 17.3 of the Sahtu Dene and Metis Comprehensive Land Claim Agreement.
2. To carry out the activities that will be specified in the agreements referred to in Article 2A hereof.
3. To do all things necessary or incidental to carry out the objects referred to in Articles 2A and 2B hereof.

ARTICLE 3

The operations of the Corporation are to be carried on throughout the Northwest Territories and elsewhere with headquarters in the Town of Norman Wells or such other community as may be decided upon by the Board of Directors.

**PART TWO
BY-LAWS**

ARTICLE 1

MEMBERSHIP

1. Membership in the Corporation shall be restricted to those organizations who are affiliated under Article 3 of these By-Laws [hereinafter referred to as "Members"].
2. There shall be no membership fees charged by the Corporation and each membership shall be deemed to be automatically renewed unless such membership has been cancelled by a special general meeting or the Member has withdrawn.
3. Any Member may withdraw its membership by notifying the Secretary in writing.

ARTICLE 2

FORM OF THE Corporation

The Corporation shall be composed of all Members as provided by ARTICLE 3 of these By-Laws.

ARTICLE 3

MEMBERS

The following organizations shall be deemed to be Members of the Corporation:

- (a) Tulita Land Corporation, a body corporate, incorporated pursuant to the laws of Canada;
- (b) Fort Norman Metis Land Corporation, a body corporate, incorporated pursuant to the laws of Canada;
- (c) Tulita Renewable Resources Council, a body corporate, incorporated pursuant to the laws of the Northwest Territories;
- (d) Ernie McDonald Land Corporation, a body corporate, incorporated pursuant to the laws of Canada; and
- (e) Norman Wells Renewable Resources Council, a body corporate, incorporated pursuant to the laws of the Northwest Territories.

ARTICLE 4

THE EXECUTIVE

1. The Executive shall consist of a:
 - (a) President;
 - (b) Vice President; and
 - (c) Secretary.
2. The President, Vice President and Secretary shall be appointed by a vote of the Board of Directors following the annual meeting of the Members.
3. Subject to clause 4 the President, Vice President and Secretary of the Corporation shall hold office for a period ending at the close of the first Directors meeting following the next annual meeting of the Members.
4. The President, Vice President and Secretary shall be subject to removal by a vote of the Board of Directors at any time.

ARTICLE 5

EXECUTIVE COMMITTEE - DUTIES AND POWERS

1. The Executive Committee shall consist of all those persons enumerated in Article 4(1).
2. The Executive Committee shall be responsible for the daily management of the business, funds, and property of the Corporation, and will establish operating policies and regulations for approval of the Board of Directors.
3. The Executive Committee shall meet not less than once every two months, or as often as the Secretary may determine is necessary to complete the business of the Corporation. Members of the Executive Committee shall be advised at least two days prior to the regular meetings.
4. Meetings of the Executive Committee may be conducted by conference telephone or radio telephone hook up, simultaneously linking all the members of the Executive Committee being polled; provided that any action taken or resolution passed shall be confirmed at the next formal session of the Executive Committee.
5. Two members of the Executive Committee shall form a quorum.
6. No act or proceedings of the Executive Committee shall be invalidated by any absence of an Executive Committee member.

7. The Executive Committee shall provide a financial statement to the Board of Directors quarterly.
8. Members of the Executive Committee may be paid a salary by the Corporation and the amount of such salary shall be decided by the Board.

ARTICLE 6

BOARD OF DIRECTORS

1. The business of the Corporation shall be managed by a Board of Directors of five (5), and a majority of the number of Directors holding office shall constitute a quorum of the Board of Directors. Directors must be individuals over the age of majority, with power under law to contract.
2. Each Member shall appoint one (1) Director who shall hold office until the office is vacated in accordance with clause 3.
3. The office of Director shall be automatically vacated:
 - (a) if a Director resigns his office by delivering a written resignation to the Secretary of the Corporation;
 - (b) if he is found by a court to be of unsound mind or is declared to be a Dependent Adult by a court having jurisdiction;
 - (c) if the Member who appointed him advises the Secretary of the Corporation in writing, that the Director has been removed from office, and advises the Secretary who his replacement is;
 - (d) if he becomes a bankrupt or suspends payment or compounds with his creditors;
 - (e) on death.
4. Meetings of the Board of Directors may be held at any time and place to be determined by the Executive Committee if 72 hours written notice of that meeting is given, other than by mail, to each Director. Notice by mail shall be sent at least 14 days prior to the meeting. No error or omission in giving notice of any meeting of the Board of Directors or any adjourned meeting of the Board of Directors of the Corporation shall invalidate such meeting or make void any proceedings taken thereat and any Director may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.
5. There shall be at least two (2) meetings per year of the Board of Directors.

6. The Directors shall not receive any remuneration as such from the Corporation other than a daily honorarium, to be set by the Board of Directors, for each day that a Director attends meetings of the Corporation. No Director shall directly or indirectly receive any profit from his position as such; provided that a Director may be paid reasonable expenses incurred by him in the performance of his duties. Nothing herein contained shall be construed to preclude any Director from serving the Corporation as an officer or in any other capacity and receiving compensation therefor.
7. The Board of Directors may appoint such agents and engage such employees as it shall deem necessary from time to time and such persons shall have such authority and shall perform such duties as shall be prescribed by the Board of Directors at the time of such appointment.
8. A reasonable remuneration for all officers, agents and employees and committee members shall be fixed by the Board of Directors by resolution. Such resolution shall have force and effect only until the next meeting of the Members when such resolution shall be confirmed by resolution of the Members, or in the absence of such confirmation by the Members, then the remuneration to such officers, agents or employees and committee members shall cease to be payable from the date of such meeting of the Members.
9. Each Director shall have one vote at all meetings of directors and no motion, resolution or other action by the Board of Directors shall be binding on the Corporation unless it is supported by a majority of the number of Directors holding office.
10. Every Director or officer of the Corporation or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any company controlled by it and their heirs, executors and administrators, and estate and effects, respectively, shall from time to time and at all times, be indemnified and saved harmless out of the funds of the Corporation, from and against:
 - (a) all costs, charges and expenses which such Director, officer or other person sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him, or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him, in or about the execution of the duties of his office or in respect of any such liability;
 - (b) all other costs, charges and expenses which he sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his own wilful neglect or default.
11. The Directors of the Corporation may administer the affairs of the Corporation in all things and make or cause to be made for the Corporation, in its name, any

kind of contract which the Corporation may lawfully enter into and, save as hereinafter provided, generally may exercise all such other powers and do all such other acts and things as the Corporation is, by its charter or otherwise, authorized to exercise and do.

12. The Directors shall have power to authorize expenditures on behalf of the Corporation from time to time and may delegate by resolution to an officer or officers of the Corporation the right to employ and pay salaries to employees.
13. The Directors shall take such steps as they may deem requisite to enable the Corporation to acquire, accept, solicit or receive legacies, gifts, grants, settlements, bequests, endowments and donations of any kind whatsoever for the purpose of furthering the objects of the Corporation.
14. The Directors may appoint committees, the members of which will hold their offices at the will of the Directors. The Directors shall determine the rules under which any such committees shall operate, including: appointment of members, term of appointments, powers of the committee, remuneration of the members, removal of members, quorum of meetings, notice provisions for meetings, and voting at such meetings.

ARTICLE 7

INFORMAL BOARD MEETINGS

1. A resolution in writing, signed by all members of the Board shall be valid and effectual as if it had been passed at a meeting of the Board duly convened and held.
2. Meetings of the Board of Directors may be conducted by conference telephone or radio-telephone hook-up, simultaneously linking all members of the Board of Directors being polled; provided that any action taken or resolution passed shall be confirmed at the next formal session of the Board of Directors.
3. It shall not invalidate any action of the Board of Directors taken in informal session by the method referred to in clause 2, if for any reason the Secretary is unable to poll any member of the Board of Directors provided that the members of the Board of Directors being polled are satisfied that due efforts have been made to poll all members and consent to act without the participation of the member or members who have not been polled for that reason.

ARTICLE 8

AUDIT AND RECORDS

1. The books and records of the Corporation shall be open to inspection by Members of the Corporation at the Head Office of the Corporation upon written request to the Secretary or otherwise as the Board of Directors may determine or direct.
2. The accounts of the Corporation shall be audited annually by a firm of Professional Accountants as designated by the Board of Directors and such audit shall be presented to the Board within 4 months of March 31st of each year.
3. The audited financial statement shall be presented at the Annual General Assembly.

ARTICLE 9

MEETINGS OF MEMBERS

1. The Board of Directors or the Executive Committee shall have the power to call, at any time, a general meeting of the Members of the Corporation. The Board of Directors shall call an annual meeting of the Members of the Corporation to be held between the 1st day of May and the 31st day of December each year.
2. The annual or any other general meeting of the Members shall be held at the head office of the Corporation or at any place in Canada as the Board of Directors may determine on such day as the Directors shall appoint. The Members may resolve that a meeting of the Members be held outside of Canada.
3. At every annual meeting, in addition to any other business that may be transacted, the report of the Directors, the financial statement and the report of the auditors shall be presented and auditors appointed for the ensuing year. The Members may consider and transact any business either special or general at any meeting of the Members. The Board of Directors shall call a special general meeting of the Members on the written requisition of two (2) Members. Three (3) Members represented by proxy at a meeting will constitute a quorum.
4. Fourteen (14) days written notice shall be given to the Members of any annual or special general meeting of the Members. Notice of any meeting where special business will be transacted should contain sufficient information to permit the Members to form a reasoned judgment on the decision to be taken. Notice of each meeting of the Members shall state that the Members have the right to vote by proxy.
5. No error or omission in giving notice of any annual or general meeting or any adjourned meeting, whether annual or general, to the Members of the Corporation shall invalidate such meeting or make void any proceedings taken thereat and the Members may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat. For

the purpose of sending notice to the Members, any Director or officer for any meeting or otherwise, the address of the Member, Director or officer shall be his last address recorded on the books of the Corporation.

6. Each Member shall be entitled to send up to four delegates to general meetings of the Members of the Corporation. The cost of transporting each delegate to and from a general meeting of the Members and the cost of housing and feeding each delegate attending a general meeting of the Members shall be borne by the Corporation in accordance with policies developed by the Board of Directors from time to time.
7. For greater certainty, voting at meetings of Members shall be in accordance with Article 12 of these Bylaws.

ARTICLE 10

SUSPENSION OR EXPULSION

1. If the Board of Directors considers that any Officer or Member has conducted himself in a manner gravely detrimental to the interests or reputation of the Corporation, it may, by a resolution for which at least three-quarters of the members of the Board actually present at the meeting shall vote, and suspend or remove him from office or membership provided that any such officer, or Member is first advised in writing at least fourteen (14) days prior to the meeting of the Board of Directors with a concise statement of grounds for his dismissal and shall be entitled at that meeting to make a statement in explanation and defence of his conduct.
2. Any employee whose services have been terminated or suspended or who claims serious maltreatment may appeal in writing to the Board of Directors and ask for a hearing of his case. The Executive Committee will advise the employee in writing of the date, time and place where his appeal will be heard. The decision of the Board of Directors shall be final.

ARTICLE 11

PUBLIC ANNOUNCEMENTS

1. No Member shall take any public action or make any public announcement in the name of the Corporation on major matters concerning all Members of the Corporation without the approval of the Board.
2. Notwithstanding Clause 1, a Member may take public action or make a public statement if it is clearly stated to be a local matter or the personal view of a Member.

ARTICLE 12

VOTING AT MEETINGS OF MEMBERS

1. At all meetings of Members of the Corporation, each delegate registered pursuant to Article 9(6) shall be entitled to one vote.
2. No resolution shall be considered to be adopted unless it is supported by a majority of the total number of votes that could be cast in the vote.

ARTICLE 13

AMENDMENTS

1. The By-Laws of the Corporation may be rescinded, altered or added to by a majority vote of the Annual Assembly or by a two-thirds vote of the Special Assembly and not otherwise.
2. No rescission, alteration or addition shall have any effect until it has been registered by the Registrar of Societies.
3. Notice of proposed rescissions, alterations or additions to the Constitution or By-Laws shall be given at least (14) days to an to an Annual or Special Assembly.
4. Notwithstanding Clause 3, notice of rescission, alteration or addition may be waived partly or completely by a two-thirds vote at an Annual or Special Assembly.

ARTICLE 14

RECORDS AND MINUTES

Records shall be kept and minutes taken of the Corporation's Board Meetings and Executive Committee Meetings.

Minutes of Board Meetings and Executive Committee Meetings shall be confirmed and signed by the President as being accurate. Minutes of Assemblies shall be confirmed and approved by the next Annual General Assembly.

ARTICLE 15

FINANCE

1. The financial year shall end on March 31st of each year.
2. All money payable to the Corporation shall be deposited in the Corporation's name in a Bank or Banks selected by the Corporation's Board and no money shall be withdrawn except on the written authorization of persons appointed by the Board.

ARTICLE 16

BORROWING

The Board of Directors, by a resolution passed by not less than two-thirds of the Directors, may authorize the borrowing or otherwise raising of money for any purpose of the Corporation or the securing of payment of any indebtedness created in the name and on behalf of the Corporation, by the sale, mortgage, pledge or other disposal of any property or assets of the Corporation, and may likewise authorize such officers and Directors as may be designated for the purpose to sign any required documents or papers in connection therewith in the name and on behalf of the Corporation.

ARTICLE 17

CUSTODY AND USE OF THE SEAL

The seal of the Corporation shall be in the custody of the office of the Secretary and used only as directed by the written resolution of the Corporation Board of Directors or the Executive Committee; and shall consist of the words "Seal" in a circle form by the words "Doi T'oh Territorial Park Corporation".

ARTICLE 18

INTERPRETATION

1. Any dispute concerning:

- a) the interpretation of the Corporation's Constitution and By-Laws;
- b) any other matter of an internal nature.

shall be referred, in writing, to the Executive Committee who shall provide a written decision within thirty (30) days of such reference.

2. The decision of the Executive Committee may be appealed in writing, to the Board of Directors, who shall provide a written decision within thirty (30) days of such reference and whose decision shall be final.

ARTICLE 19

NON-PROFIT ORGANIZATION

The operations of the Corporation shall be conducted on a non-profit basis, and any profits or other accretions to the Corporation shall be used in promoting its objects.

ARTICLE 20

WINDING-UP CLAUSE

Upon dissolution or winding-up of the Corporation, after payment of liabilities, assets shall be distributed to one or more recognized charitable organizations in Canada.

IN witness whereof we subscribed our names to this application and by-laws this ____ day of _____, 2003.

| APPLICANTS | WITNESSES |
|--|---|
| 1.) Signature: | Signature: |
| Name: | Name: Richard I. Hardy |
| Postal and Street Address: | Postal and Street Address: 72 Morrison Drive, Yellowknife, NT X1A 1Z2 |
| Occupation: President of Tulita Land Corporation | Occupation: Lawyer |

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|---|---|
| 2.) Signature: | Signature: |
| Name: | Name: Richard I. Hardy |
| Postal and Street Address: | Postal and Street Address: 72 Morrison Drive, Yellowknife, NT X1A 1Z2 |
| Occupation: President of Fort Norman Metis Land Corporation | Occupation: Lawyer |

| | |
|---|---|
| 3.) Signature: | Signature: |
| Name: | Name: Richard I. Hardy |
| Postal and Street Address: | Postal and Street Address: 72 Morrison Drive, Yellowknife, NT X1A 1Z2 |
| Occupation: President of Tulita Renewable Resources Council | Occupation: Lawyer |

| | |
|--|---|
| 4.) Signature: | Signature: |
| Name: | Name: Richard I. Hardy |
| Postal and Street Address: | Postal and Street Address: 72 Morrison Drive, Yellowknife, NT X1A 1Z2 |
| Occupation: President of Norman Wells Land Corporation | Occupation: Lawyer |