

**LEGISLATIVE ASSEMBLY OF THE
NORTHWEST TERRITORIES
10TH ASSEMBLY, 4TH SESSION**

TABLED DOCUMENT NO. 65-85(1)

TABLED ON MARCH 25, 1985

HAY RIVER DENE BAND
P.O. BOX 1638
HAY RIVER RESERVE, N.W.T.
XOE ORO

March 01, 1985

Sam Gargon, M.L.A.
P.O. Box 2131
Yellowknife, N.W.T.

RE: OPPOSITION TO N.T.C.L. LAND USE APPLICATION # 85B-13-52-1.

Enclosed is a letter sent to Northern Affairs Program objecting to N.T.C.L.'s land use application for lease on Island "B".

We have also enclosed minutes of the negotiation session with N.T.C.L. and their land use application on Island "B". Hopefully this will give you a better understanding of our position and the threat it presents to the Band.

The Band would appreciate your consideration and support in dealing with this matter.

If you require further information please contact the Band Office at 874-6701.

Pat Martel
Pat Martel,
Chief

cc. Dave Nickerson, M.L.A.
Dene Nation
Indian Affairs

HAY RIVER DENE BAND
P.O. BOX 1638
HAY RIVER RESERVE, N.W.T.
XOE ORO
PHONE: (403) 874-6701

March 01, 1985

Mr. O.A. Vandenberghe
District Manager
Northern Affairs Program
P.O. Box 658
Fort Smith, N.W.T.
XOE OPO

RE: LAND USE APPLICATION # 85B-13-52-1

We object to the land use application being approved for the following reasons.

The Hay River Dene Band had land leased to N.T.C.L. for the last 10 years at a very low rate. When the previous lease expired the Band had a land appraisal done by a private company to assess the market value and to suggest the lease rate. Once this was completed the Band started negotiating with N.T.C.L. at a rate considerably lower than the suggested price. N.T.C.L. did not agree with this price and wanted to acquire the lease at a rate less than 50% of what the Band wanted. Wanting to be fair the Band suggested that N.T.C.L. get a land valuation done on Island "A". Following this, N.T.C.L. will meet with the Band. If the Band feels that they are being unfair they would consider their offer.

N.T.C.L. agreed to do this and another meeting was to be set shortly after they had their study.

N.T.C.L. then set up another meeting 4 months later. At this meeting they repeated their offer with no back up material. The Band Council felt this was not adequate, but would let the Band decide whether to change their offer or not. Another negotiating meeting was agreed to be both parties, which will be held the week of April 8-12, 1985.

Since the Government of Canada gives out land lease at a low rate, N.T.C.L. will definitely pursue a land use approval by the Government.

...2...

...2...

Therefore the Band will be in competition with the Government of Canada low rates.

The Band strongly objects to the approval of a land use which will jeopardize their negotiations.

If you require more information contact the Band Office at 874-6701.

Pat Martel

Pat Martel,
Chief.

cc. Sam Gargon, M.L.A.
Dave Nickerson, M.L.A.
Dene Nation
Indian Affairs



Indian and Northern Affairs Canada
Affaires indiennes et du Nord Canada

District Manager
Northern Affairs Program
P.O. Box 658
Fort Smith, N.W.T.
XOE OPO

FEB 21 1985

Band Secretary
Hay River Dene Band
P.O. Box 1638
Hay River, N.W.T.
XOE ORO

February 15, 1985

Your file Votre référence

Our file Notre référence

85B/13-52

Dear Sir:

Please find enclosed a application for Federal Land # 85B/13-52-1
If you have any comments or concerns regarding the enclosed application please do not hesitate to write us at the above address or phone 872-2558 collect,

Please note that your comments must be received in this office no later than March 5, 1985.

Upon receipt of your comments, we shall forward them to our Land Resources Section in Yellowknife where they will be registered and may form part of the conditions should a lease be granted.

If you do not have any comments concerning this application, we would appreciate notification of the same.

Thank-you for your assistance.

Yours truly,

O.A. Vandenberghe
District Manager
Fort Smith District

Canada



APPLICATION FOR FEDERAL CROWN LAND

(Required in Triplicate)

PLEASE PRINT

PART I

- Mr.
- 1. Mrs.
- Miss

NORTHERN TRANSPORTATION COMPANY LIMITED

(Surname) (First and other names, NO INITIALS)

Address..... 9945 - 108 STREET, EDMONTON, ALBERTA T5K 2G9 Age.....

Occupation..... N/A Employed by..... N/A

Name of Husband or Wife..... N/A (Surname) (First and other names.)

Occupation of Husband or Wife..... N/A

Employed by..... N/A

2. I hereby make application to... Lease Water Lots..... the land described hereunder:
 (If surveyed, state lot and block or group number. If unsurveyed, state size of parcel and general area, and include approximate description and sketch on reverse.).....

Island "B" Hay River, N.W.T.

3. For what purpose will the land be used?..... FOR BARGE TIA UP.....

4. Are there any buildings or improvements on the land now? Yes..... No...X.....

If yes, describe:..... N/A

Value of improvement already on the land:..... N/A

Name of owner of improvements:..... N/A

5. I hereby agree to construct the following improvements:..... N/A

valued at not less than \$... N/A... within... N/A... months of the effective date of the lease or agreement of sale.

6. I understand that failure to complete construction of buildings and improvements within the time required will result in cancellation of my right to occupy and use the land.

7. I certify that the information I have given in this application is true and correct.

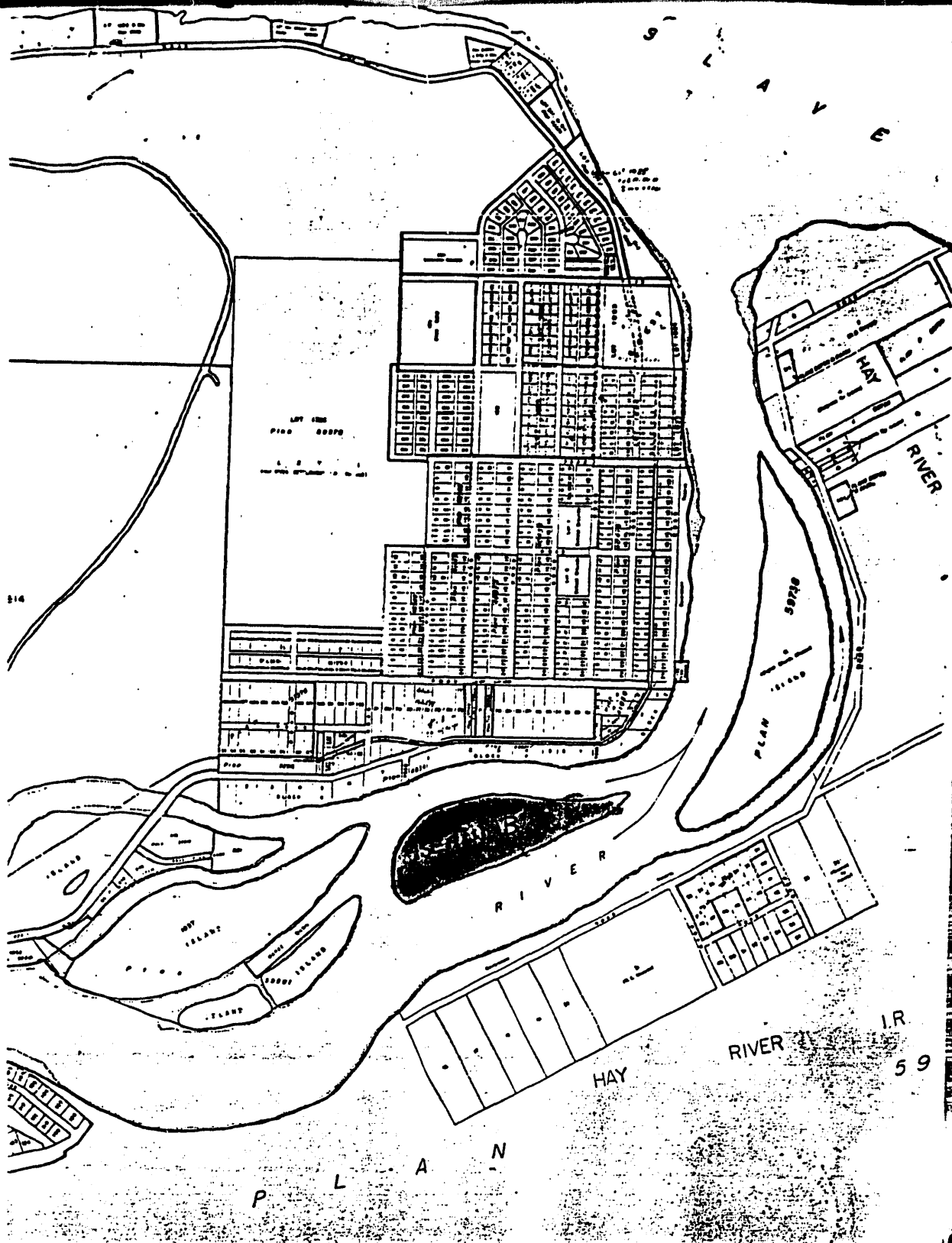
ON BEHALF OF NORTHERN TRANSPORTATION COMPANY LIMITED

Date..... 850201.....

Signature of Applicant

(See Reverse)

R. Gelinas
Corporate Secretary



P L A N

HAY RIVER

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WAY RIVER RESERVE
SPECIAL MEETING
N.T.C.L.

SAM CARCAN

DATE: February 05, 1985

ATTENDING: Pat Martel, Chief
Fred Martel, Jr., Councillor
Philip Fabian, Councillor
Florence Cayen, Councillor

STAFF: Barbara O'Neill, Band Manager

DELEGATION: Jim Hamlin, N.T.C.L.
Lionel Montpetite, N.T.C.L.

BACKGROUND:

This is the 3rd meeting to date. The Band has had an appraisal done and wishes to have a lease based on market value. The figure offered by the Band has not been accepted to date. At last meeting N.T.C.L. said they would look to doing an appraisal to establish an offer.

MONTPETITE:

Cannot agree with the valuation and N.T.C.L. is unable to afford the costs the Band is quoting. Paying for water lots at 1/3 the cost of what the Band is requesting. Had anticipated a 50% increase = 12,750.00

PAT MARTEL:

When price was negotiated the Band was inexperienced. There was no increase in the lease.

MONTPETITE:

Island is convenient however we could find alternatives. We wish to continue however not to the detriment of the Company. New buyer may not wish to. We recognize that we should make a contribution.

PAT MARTEL:

Perhaps we should be dealing with the new buyer since they may not be interested in the same deal.

BAND MANAGER:

Outline of the 3 cost approaches used by the appraisers and how valuation took place. Concerned over the continued BASE figure used by N.T.C.L. of 8,500.00.

MONTPETITE:

Cannot recommend this figure of 25,000. N.T.C.L. would have to find another alternative.

PAT MARTEL:

Are you the final decision maker?

MONTPETITE:

I am one of the decision makers. I report to a Board. Feel the original figure was arrived at by General Consensus.

PAT

MARTEL:

We discussed this with Band Members and people felt strongly that we should derive a greater benefit.

FRED

MARTEL:

Recall that original negotiations the Band Manager wish to charge 12,000. however N.T.C.L. bargained down to 8,500.00.

MONTPETITE:

We could not go over 15,000. per year. Feel that a 50% increase up to around 12,000. would be appropriate and fair however we could go up to 15,000.00.

PAT

MARTEL:

In order to make a decision we should go back to the people.

MONTPETITE:

We feel the offer is reasonable and we could further consider a per centage increase over the 6th, 7th, and 8th year. Has to be a measure of relative value or the Company will sink. Perhaps the Band would be in agreement to go to some kind of arbitration.

RESOLUTION:

The Band will meet with members and a meeting will be set up with N.T.C.L. for the week of 8th to the 12th. of April.

Pat Martel
Pat Martel,
Chief

Blouise Bayen
For Barbara O'Neill,
Band Manager

HAY RIVER RESERVE BAND COUNCIL
MINUTES

DATE: October 11, 1984

PLACE:

ATTENDING: Pat Martel, Chief
Philip Fabian
Fred Martel Jr.

STAFF: Barbara O'Neill, BAND Manager
Roy Fabian, Economic Development Co-ordinator

N.T.C.L.: Jim Hamblin
John Reinke

N.T.C.L. POSITION AND PROPOSAL

HAMLIN

Reviewed proposal with N.T.C.L. management and they disagree with the land valuation from 1976 to 1984. Response of Vice President in meeting of October 05, 1984.

N.T.C.L.

12,000 per year for 1st 5 years
15,000 per year for 6 to 10

N.T.C.L. Management feels the 1978 valuation was 29,000.

BAND
RESPONSE

Wish land to be valued at market value not at Commissioner or Federal land valuation status. The Band feels that the appraisal valuation is fair and reflects the market price. Estimates were done using 3 different rates and valuation was fairly consistent with each other.

Original rental fee had been established based on a much larger proposal of 350 acres. This did not work out, however N.T.C.L. did accept the island.

CHIEF

We are approaching this at a professional level and wish N.T.C.L. to do the same. The Band authorized the Council to negotiate at 25,000. N.T.C.L. can refuse this or come back with an informed appraisal to counteract the appraisal of the Band. This will then be considered and should the Council feel a lower figure is justified, they will take this to the Band Members.

QUESTION
FROM THE
BAND

When may we expect a response?

RESPONSE
HAMLIN

Should be back with an answer in a couple of weeks.

Monthly rental fee

We awaited a response before September 30/84 and received none. In order that business may be carried on 'as usual' a monthly rental fee will be arranged.

Upon resolution of negotiations this rental fee may be again discussed.

HAY RIVER RESERVE
BAND COUNCIL MEETING

SUBJECT: N.T.C.L. Island "A" Lease

DATE: August 31, 1984

ATTENDING: Pat Martel, Chief
Daniel Sonfrere, Councillor
STAFF: Barbara O'Neill, Band Manager
DELEGATION: James Hamblin, N.T.C.L.
John Reinke, N.T.C.L.

1. General Concerns:

- Extended lengths of time for barges to be parked. N.T.C.L. responded that there would not be any damage done should a barge be parked for a year.
- Parking of barges by any other companies. On occasion A.T.L. barges have been tied up. N.T.C.L. is unaware of any other tie-up nor would this be allowed. A letter of understanding outlining this limitation will be forwarded to the Band.

2. Wording of Agreement:

Neither party had any changes to the Agreement in terms of wording.

3. Length of Lease:

- N.T.C.L. wishes to establish a 10 year lease. The current uncertainty over the sale of N.T.C.L. does not affect the long term lease plans.
- The Band has considered a shorter term lease of 2 years in that they wish to eventually develop tourism facilities. Island "A" would part of any planned tourism development. They will not consider a term longer than 5 years.
- N.T.C.L. preference is for the 5 year period should 10 not be acceptable.

4. Lease Price:

The original lease price in the last agreement was 8,500.00 per year. It is unclear how this figure was arrived at. Will Dunlop ~~consulted~~ of the G.N.W.T. Lands division acted as the land agent for the Federal Government. There was some quotes of raw territorial land lease rates but it appears these quotes were not used. The Band wishes to establish a more realistic, meaningful rate, basing it on market values. To this end, an appraiser investigated and assessed the island. He based his value incorporating 3 approaches:

1. Cost
2. Market Data
3. Income

The market value of the Island based on the 3 approaches and averaged:

\$292,406.00

Recommended appropriate lease fee: \$ 78,200.00

The Band is sympathetic to the current economic state of N.T.C.L. They also recognize that the entire island is not being leased. While only 2.066 acres are leased, it is prime water front area. It was felt that a \$25,000. lease fee would be more appropriate and fair for both parties.

Confirmation of the length of lease and annual fee will be done with Band Members at the General Meeting, September 05/84. The Band Manager will contact Jim Hamlin September 06/84.

Pat Martel,
Chief

Barbara O'Neill
Band Manager

03724804

W T C L EDM

NTCL HRU

09 OCTOBER 84

14:45

ATTN: JIM HAMBLIN

THE FOLLOWING WAS RECEIVED TODAY OCT. 9, 1984 AT 14:45.

QUOTE

'' JOHN:

COULD YOU FORWARD THE FOLLOWING TO JIM HAMBLIN. ANY RESPONSES
COULD BE TELEXED THROUGH YOUR N.T.C.L. BASE IN HAY RIVER IN ORDER
TO KEEP DELAYS TO A MINIMUM.

BARB O'NEIL,

BAND MANAGER

MESSAGE:

FURTHER TO TELECON OF OCTOBER 05/84 IN WHICH YOU TURNED DOWN
RESERVE COUNCIL REQUEST OF 25,000 LEASE FEE PER ANNUM.

WE AWAIT CONFIRMATION AND OUTLINE OF YOU OFFER. THE LEASE EXPIRED
SEPTEMBER 30, 1984. WE ARE PREPARED TO ESTABLISH A LEASE FEE
OF 2,500.00 PER MONTH OR PART THEREOF TILL THE TIME OF RESOLUTION
ON FINAL LEASE ARRANGEMENT.

ADVISE IMMEDIATELY OF ACCEPTANCE OR REJECTION OF MONTHLY RENTAL.
ANY DOCKING AT ISLAND WILL BE CONSIDERED ACCEPTANCE.

PAT MARTEL, CHIEF

HAY RIVER RESERVE. ''

UNQUOTE

REINTKE

J*



NORTHERN TRANSPORTATION COMPANY LIMITED
LA SOCIÉTÉ DES TRANSPORTS DU NORD LIMITÉE
9945 rue 108 Street • Edmonton Alberta Canada • T5K 2G9
Telephone (403) 423-9201 • Telex 037-2480

March 29, 1984
File: 350.13.2259

Chief Pat Martel
Hay River Dene Band
P.O. Box 1638
Hay River, N.W.T.
XOE ORO

Dear Sirs:

Lease on Island A

This is to acknowledge receipt of your letter of February 13, 1984. We are interested in renewing this lease and look forward to discussing the matter with you and the band council.

We will attempt to set up such a meeting at a mutually convenient time and location.

Yours truly,

M.H. Stout
Manager
Construction, Eng. & Prop.

MHS/rmc



Indian and Northern Affairs Canada Affaires indiennes
et du Nord Canada

Office of the
Regional Director
Indian & Inuit Affairs

P.O. Box 2760
YELLOWKNIFE, N.W.T.
XOE 1H0

October 26, 1983

Stanley Myeron
Band Economic Development Coordinator
Hay River Dene Band Council,
Hay River Reserve,
Hay River, N.W.T.

Your file Votre référence

Our file Notre référence

E-5643-08523-1

Re: Lease with N.T.C.L.

As requested in our telephone conversation of Friday, October 21, 1983 please find attached a photo copy of the agreement between Northern Transportation Company Limited (N.T.C.L.) and the Minister of Indian Affairs and Northern Development with respect to the Hay River Reserve.

The agreement is for the period commencing October 1, 1983 to and including September 30, 1984.

Take note of the fifth term and condition which states, "The Permittee shall not during the period of this Consent and Permit transfer, assign, or encumber the rights hereby granted", as this relates to your concerns expressed throughout our telecon.

Yours truly,

Norm B. Brennand
Director
Community Affairs

NBB/dt

Canada

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DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT

THIS AGREEMENT, made in quadruplicate as of October 1, 1978

BETWEEN:

HER MAJESTY THE QUEEN

in right of Canada, represented herein by the Minister of Indian Affairs and Northern Development (hereinafter called the Minister)

OF THE FIRST PART

AND:

NORTHERN TRANSPORTATION COMPANY LIMITED

a body corporate, duly incorporated under the laws of Canada and registered under Part VII of the Companies Ordinance of the Northwest Territories having a registered office in the City of Edmonton in the Province of Alberta (hereinafter called the Permittee)

OF THE SECOND PART

WHEREAS the land hereinafter described is part of those lands set apart for the use and benefit of the Hay River Band of Indians known as Hay River Indian Reserve No. 1; and

WHEREAS the Permittee has applied to use and occupy a portion of the said Hay River Indian Reserve and an area of water abutting the high water mark boundary of the said Reserve; and

WHEREAS the Council of the Hay River Band of Indians has by Resolution No. 79-33, dated September 19, 1979 and Resolution No. 79-34, dated September 19, 1979 recommended the granting of a Permit and the granting of permission to interfere with their riparian rights.

NOW THEREFORE the Minister for and in consideration of the payments, covenants and conditions hereinafter set forth, HEREBY CONSENTS to the granting to the Permittee, to the extent that the Minister may legally do so, the right, licence and authority to interfere with the riparian rights of Her Majesty and the Band along the shoreline of the Reserve as hereinafter described and doth hereby grant to the Permittee the right to use and occupy the whole of a parcel of land 100 feet in width along the shoreline of Lot 15 (commonly known as Island A), Hay River Indian Reserve No. 1 as shown on Canada Lands Surveys Record Plan number 34630.

IT IS AGREED AND UNDERSTOOD that this instrument (of consent and permit) is granted on the following terms and conditions:

1. This Consent and Permit is for the period commencing October 1, 1978 to and including September 30, 1984.
2. The Permittee shall pay an annual fee of Eight Thousand, Five Hundred Dollars (\$8,500.00). The sum of Seventeen Thousand Dollars (\$17,000.00) being the amount payable for the two year period commencing October 1, 1978 shall be due and payable on execution of this document by the Permittee, and further sums of Eight Thousand, Five Hundred Dollars (\$8,500.00) each shall become due and payable on or before the first day of October in each of the years 1980, 1981, 1982 and 1983.

3. That this Permit may be revoked or cancelled by the Minister if the Permittee is in default in the performance of any of the terms, conditions and covenants of this agreement and where such default is not rectified by the Permittee within 30 days of the date of notice from the Minister to the Permittee. Provided, however, that such revocation or cancellation shall not thereby prejudice Her Majesty's right of action arising from, under or in respect of this Permit.

4. The Permittee shall at all times hereafter indemnify and keep Her Majesty indemnified against all actions, claims and demands that may be lawfully brought or made against Her Majesty by reason of any act or omission by the Permittee in the exercise or purported exercise of the rights hereby granted.

5. The Permittee shall not during the period of this Consent and Permit transfer, assign, or encumber the rights hereby granted.

6. The Permittee shall grant access over its water lots]
to members of the Hay River Indian Band.

7. That wherever in this Consent and Permit it is required or permitted that notice or demand be given or served by either party, to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows:

To the Minister:

The Minister of Indian Affairs
and Northern Development,
Ottawa, Ontario, K1A 0H4

To the Permittee:

9945-108th Street
Edmonton, Alberta
T5K 8G9

Such address may be changed from time to time by either party by serving notice to the other as above provided.

8. The Permittee will pay and discharge all taxes, rates, duties and assessments whatsoever now charged or hereafter to be charged upon the land.

9. The Permit area is to be used for the purpose of shore tie ups for barges belonging to the Permittee.

10. This permit is granted for the aforesaid purposes and does not create any rights of tenancy or any possessory rights of exclusive use of occupation by implication or otherwise.

11. That no member of the House of Commons will be admitted to any share of this Consent and permit or any benefit to arise therefrom.

IT IS FURTHER AGREED that this Consent and Permit shall be subject to the provisions of the Indian Act and Regulations established thereunder, which may be now in force or which may hereafter be made and established from time to time in that behalf by the Governor in Council.


IN WITNESS WHEREOF F.J. Singleton, A/Director, Lands Branch

of the Department of Indian Affairs and Northern Development, on behalf of Her Majesty has hereunto set his hand and seal and the Permittee has caused these presents to be executed and its corporate seal affixed hereto by its proper officers duly authorized in that behalf as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

Americus Demochis
as to the signature of
F. J. Singleton

F.J. Singleton
F.J. Singleton,
A/Director,
Lands Branch



The Common Seal of
NORTHERN TRANSPORTATION COMPANY
has been affixed in the presence of:

L.R. Montpetit
L.R. Montpetit/ President

W.B. Hunter
W.B. Hunter/Vice President Operations

CANADA)
PROVINCE OF QUEBEC)
City of HULL)
TO WIT:)

I, Armenique Desroches
of the City of Hull in the Province
of Quebec, Public Servant

MAKE OATH AND SAY:

1. I was personally present and did see
the within instrument duly executed by

Frederick Joseph Singleton

of the Department of Indian Affairs and Northern Development.

2. I know the said Frederick Joseph Singleton

and that he is in my belief of the full age of eighteen
years.

3. I am the subscribing witness thereto.

4. I verily believe that the person whose
signature I witnessed is the party of the same name referred
to in the instrument and that he has been duly authorized
to sign the attached instrument by delegation of authority
from the Minister of Indian Affairs and Northern Development.

SWORN before me in the)
City of Hull in the)
Province of QUEBEC,)
this 5th day of)
February, 1980)

Armenique Desroches

Ellen Margaret Christie
ELLEN MARGARET CHRISTIE,
Commissioner pursuant to Section 108 (a)
Indian Act - as of August 15, 1974.

ACKNOWLEDGEMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the *Thirteenth* day
of *December*, 19*79*, at *Edmonton*
in the Province of *Alberta*

~~(whose identity has been proved by the evidence on oath
of _____, who is)~~ personally known to me,
appeared before me and acknowledged to me that he is the
President

of Northern Transportation Company Limited, and he is the
person who subscribed his name to the annexed instrument
as *President* of the said Company and affixed
the seal of the said Company to the said instrument, that
he was first duly authorized to subscribe his name as afore-
said, and affix the said seal to the said instrument, and
that such corporation is legally entitled to hold and dispose
of land in the Northwest Territories.

IN TESTIMONY whereof I have hereunto
set my Hand and Seal of Office, at
_____ in the Province of
this day of
one thousand nine hundred and



Nov 24/81

~~A Notary Public in and for the Province
of _____
or A Commissioner for taking oaths.~~

Note: Where the person making the acknowledgement is personally
Known to the Officer taking the same, strike out
the words in brackets.

Her Majesty the Queen
in right of Canada

and

Northern Transportation
Company Limited

Permit
