



## 24<sup>th</sup> NAVAJO NATION COUNCIL LEGISLATION SPONSORSHIP WITHDRAWAL

I, Kee Allen Begay, Jr., Primary  
Sponsor of proposed legislation hereby withdraw my  
sponsorship of the proposed legislation. The legislation  
tracking number is 0037-20.

If there are any co-sponsors, they may re-sponsor the same  
bill by beginning a new legislation.

SPONSOR SIGNATURE:

DATE:

Kee Allen Begay, Jr.  
2/26/20



**RESOURCES AND DEVELOPMENT COMMITTEE  
24<sup>th</sup> NAVAJO NATION COUNCIL**

**SECOND YEAR 2020**

**COMMITTEE REPORT**

Mr. Speaker,

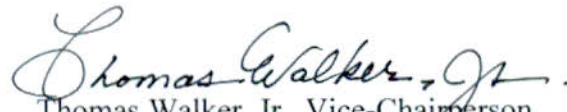
The **RESOURCES AND DEVELOPMENT COMMITTEE** to whom has been assigned:

**Legislation # 0037-20:** An Action Relating to Resources and Development Committee; Amending Resources and Development Committee Resolution No. RDCS-96-17 *Sponsor: Honorable Kee Allen Begay, Jr.*

Has had it under consideration and during the discussion of the legislation Legislative Counsel raised several legal issues and recommended the Sponsor re-initiate the legislation to properly amend 2000 and 2017 resolution to accomplish the intent of Light Up Navajo initiative. Attached is a copy of the Withdrawal Form signed by the Sponsor.

And thereafter the matter was withdrawn by the Sponsor and concluded the debate.

Respectfully submitted,



Thomas Walker, Jr., Vice-Chairperson  
Resources and Development Committee  
of the 24<sup>th</sup> Navajo Nation Council

Date: February 26, 2020 - Regular Meeting  
Meeting Location: Lake Valley Chapter  
Lake Valley, New Mexico

**Main Motion:**

Motion: Mark A. Freeland S: Wilson C. Stewart, Jr.  
LEGISLATION WITHDRAWN.

Vote: NONE REQUIRED

**LEGISLATIVE SUMMARY SHEET**

Tracking No. 0037-20

**DATE:** February 12, 2020

**TITLE OF RESOLUTION: AN ACTION RELATING TO THE RESOURCES AND DEVELOPMENT COMMITTEE; AMENDING RESOURCES AND DEVELOPMENT COMMITTEE RESOLUTION NO. RDCS-96-17**

**PURPOSE:** This resolution, if approved, will amend the General Land Development Department Rules and Regulations concerning approval of Utility Access and Service Agreements and the Utilities and Service-Line Agreement between the Nation and NTUA and establish the five-year plan to expend Permanent Fund Income from 2021-2025.

**This written summary does not address recommended amendments as may be provided by the standing committee. The Office of Legislative Counsel requests each committee member to review the proposed resolution in detail.**

5-DAY BILL HOLD PERIOD: 2350  
Website Posting Time/Date: 4:16pm 02-20-20  
Posting End Date: 2/25/20  
Eligible for Action: 2/26/20

PROPOSED STANDING COMMITTEE RESOLUTION  
24<sup>th</sup> NAVAJO NATION COUNCIL – Second Year, 2020

INTRODUCED BY

  
(Prime Sponsor)

Kase Allen Begay Jr.

TRACKING NO. 0037-20

AN ACTION

RELATING TO THE RESOURCES AND DEVELOPMENT COMMITTEE;  
AMENDING RESOURCES AND DEVELOPMENT COMMITTEE RESOLUTION NO.  
RDCS-96-17

BE IT ENACTED:

**Section One. Authority**

- A. The Resources and Development Committee is a standing committee of the Navajo Nation Council empowered to exercise oversight authority on matters involving communication and utilities, economic and community development, rights-of-ways, public utilities, telecommunication and housing. 2 N.N.C. §§ 500 (A) and (C).
- B. The Resource and Development Committee is further empowered to exercise oversight authority over land and the power to grant final approval for non-mineral leases and rights-of-way within the Navajo Nation. 2 N.N.C. §§ 500 (C) and 501 (B) (2) (a).

**Section Two. Findings**

- A. The Navajo Nation lacks utility infrastructure; for example, even though Navajo Tribal Utility Authority (NTUA) connects an average of 474 homes per year to the electrical grid and has connected over 5,500 Navajo families since 2008, over 15,000 Navajo families still lack access to electricity.



- 1 B. In 2019, NTUA created an innovative project called Light Up Navajo! wherein sister  
2 public power utilities from across the United States send employees to install electric  
3 lines to Navajo homes and the cost of labor is at no charge to NTUA or the Navajo  
4 people.
- 5 C. In 2019, 223 homes were lit up for the first time through Light Up Navajo!; NTUA  
6 desires to continue this project in 2020 as Light Up Navajo II and anticipates that an  
7 additional 300 homes will be lit up through the project.
- 8 D. The Resources and Development Committee and NTUA have determined that the  
9 committee can assist Light Up Navajo II by improving the terms of the Service Line  
10 Agreement (SLA) and the process for obtaining an SLA from the Nation.
- 11 E. In 2000, the Resources Committee approved a delegation of authority to the Director  
12 of the Navajo Land Department to approve Utility Access and Service Line  
13 Agreements; the most recent version of the delegation is found in Resolution No.  
14 RDCS-96-17, attached as **Exhibit 1**.
- 15 F. The Resources and Development Committee finds that the proposed amendments to  
16 RDCS-96-17 will go far in expediting the connection of Navajo families to the  
17 electrical grid and are in the best interests of the Navajo Nation
- 18

19 **Section Three. Purposes of Amendment(s)**

- 20 A. The Departmental Administrative Rules and Regulations, attached to RDCS-96-17, are  
21 amended as shown in **Exhibit 2** attached hereto; the purpose(s) of the amendments are:
- 22 1. Include structures other than homes; NTUA is evaluating if structures other than  
23 homes can benefit from Light Up Navajo II.
  - 24 2. Extend the maximum length of an SLA from one (1) mile to five (5) miles; this  
25 change is to assist families who live more than one mile from the power-line that  
26 is being fed off of.
  - 27 3. Allow for the Land Department to permit an SLA off of an SLA; this change will  
28 expedite the electrification of Navajo homes.
  - 29 4. Allow the Director of the Land Department to delegate their authority to sign SLAs;  
30 this change will help streamline the processing of SLAs.

1 B. The Utilities Access and Service Line Agreement between the Navajo Nation and  
2 Navajo Tribal Utility Authority, attached to RDCS-96-17, is amended as shown in  
3 **Exhibit 3** attached hereto; the purpose(s) of the amendments are:

- 4 1. Delete the twenty (20) year term of the SLA and replace it with a term co-terminus  
5 with the homesite lease; this change is necessary to eliminate unnecessary  
6 paperwork and reduce cost for the homesite lessee, NTUA, and the Nation.
- 7 2. Clarify that a family who lives in an existing home and who has applied for a  
8 Homesite Lease can obtain a utility hookup; this change is to assist in bringing  
9 Navajo families into compliance.
- 10 3. Adds fiber as a utility; this change adds fiber to the list of utilities included in the  
11 SLA, e.g., water, waste-water, natural gas, and electric.
- 12 4. Deletes consideration language; this change is consistent with the Resources and  
13 Development Committee's approach to SLAs for homes.
- 14 5. Updates language and corrects typos as necessary.

15  
16 **Section Four. Approval**

- 17 A. The Navajo Nation, through the Resource & Development Committee, hereby adopts  
18 the amendments to RDCS -96-17 as set forth in **Exhibits 1** and **2** attached hereto.
- 19 B. These Amendments will sunset (expire) on December 31, 2023, unless the Resources  
20 & Development Committee makes these Amendments permanent in advance of that  
21 expiration.



RESOLUTION OF THE  
RESOURCES AND DEVELOPMENT COMMITTEE  
23<sup>rd</sup> Navajo Nation Council --- Third Year, 2017



AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; AMENDING RCF-19-00,  
EXHIBIT "B", UTILITIES AND SERVICE LINE AGREEMENT BETWEEN THE  
NAVAJO NATION AND NAVAJO TRIBAL UTILITY AUTHORITY

Section One. Authority

- A. The Resources and Development Committee is a standing committee of the Navajo Nation Council. 2 N.N.C. § 500 (A) (2015).
- B. The Resources and Development Committee of the Navajo Nation Council is empowered with oversight authority over land and the power to grant final approval for non-mineral leases and rights-of-way within the Navajo Nation. 2 N.N.C. § 500 (C), 501 (B) (2) (a).

Section Two. Findings

- A. The Resources Committee, on February 8, 2000, approved a delegation of authority to the Director of the Navajo Land Department to approve Utility Access and Service Line Agreements. See RCF-19-00.
- B. The Departmental Administrative Rules and Regulations, within RCF-19-00, provide a delegation from the Resources Committee to the Director of the Navajo Land Department to authorize and empower the Director...to approve Utility Access and Service Line Agreements for utility service extensions consistent with applicable Federal and Navajo Nation Law. See RCF-19-00, Exhibit A.
- C. The Departmental Administrative Rules and Regulations, within RCF-19-00, state, "Pursuant to 2 N.N.C. § 695(B) and (B) (13) and other authorities of the Committee, this Administrative Rule and Regulation may be amended and/or rescinded by the Resources Committee of the Navajo Nation Council.. See Departmental Administrative Rules and Regulations, Section V. Review and Amendment (b), Exhibit A in RCF-19-00.

- D. References in the Navajo Nation Code and other official documents to the Resources, Transportation and Community Development and Economic Development Committees shall mean the Resources and Development Committee, unless the amendments enacted herein for the context of previous law indicates otherwise. See CJA-03-13, overriding President's veto of CO-45-12, Section 5(B).
- E. The Departmental Administrative Rules and Regulations, within RCF-19-00, state in reference to the delegation of authority to the Director of the Navajo Land Department, the Director's power and authority "To approve on behalf of the Navajo Utility Access and Service Line Agreements for utility service extensions, consistent with these rules and regulations and upon forms approved by the Resources Committee with are attached hereto as Exhibits 'B' (NTUA Form) and 'C' (General Form). The Utility Access and Service Line Agreement forms may be revised to incorporate minor changes due to unforeseen circumstances after consultation with the Navajo Nation Department of Justice; provided the general terms and conditions of the agreement are essentially the same or similar to Exhibits 'B' and 'C'." See Departmental Administrative Rules and Regulations, Section III. Delegation, (b), Exhibit A in RCF-19-00.
- F. Commercial customers on the Nation promote economic growth via taxation revenue and employment. The Nation receives a Sales Tax (currently 5%) revenue on the utility consumption of customers and commercial customers consume more than the average customer, therefore, the Nation receives more taxation revenue from these commercial customers. In addition, the costs to construct utilities within these service line agreements are subject to the same tax, adding to the tax revenue.
- G. Commercial customers on the Nation are subject to non-typical additional costs such as business site lease costs, dual taxation from the Nation and State, as well as federal taxes. The additional costs imposed for a service line agreement will add to the additional non-typical costs and continue to deter any businesses considering locating and investing on the Nation.
- H. The consideration assessed for commercial customers' service line agreements is passed onto the business developer therefore, increasing their overall business development costs. This deters business development within the Nation



because these fees are not typical outside the Nation. In addition, the Navajo Tribal Utility Authority (NTUA) is a not-for-profit enterprise and if had to absorb these added costs it would have to pass them on to its customers therefore, the customers would subsidize these added costs.

- I. This consideration assessment/cost is in addition to the actual costs to extend such utility service(s) to the commercial customer.
- J. Obtaining the approval for each service line agreement used for commercial customers is time consuming and delays businesses from developing and operating. In addition, the costs assessed are not readily determinable to the business until the business has substantially made progress in its development, therefore, these unknown costs further act as a deterrent to develop on the Nation.
- K. Commercial customers provide employment that promotes the economic self-sufficiency of the Navajo people and residents. The further development of commercial customers on the Nation will promote a more diverse economy therefore, promoting economic competition, resulting in competitive pricing. In addition, these added goods and services are provided to the residents of the Nation, which result in additional choices, reduced travel time and dollars staying on the Nation.
- L. There has been no clear interpretation of what constitutes a "commercial customer". The term has had ambiguous interpretations to various departments desiring to assess consideration; therefore, it is more efficient to waive consideration until such time the Committee deems that it is not in the best interests of the Nation.
- M. The Resources and Development Committee finds that the proposed language is in the best interests of the Nation to promote much needed economic growth.

### **Section Three. Proposed Amendment**

NTUA proposes an amendment to Exhibit "B"-Utilities Access and Service Line Agreement Between the Navajo Nation and Navajo Tribal Utility Authority, RCF-19-00, Exhibit B, page 5, paragraph 6:

"This Service Line Agreement is being approved to provide utility services to Navajo resident(s). Therefore, consideration

is waived. ~~Any use of this Service Line Agreement to provide utility service to commercial customers will require consideration to the Navajo Nation and the consent of the Navajo Nation.~~ Consideration shall be assessed and waived for the portion of the line used for commercial customers until such time the Resources and Development Committee deems that it is not in the Nation's best interests to waive the consideration." Attached is amended Utilities Access and Service Line Agreement Between the Navajo Nation and Navajo Tribal Utility Authority, **Exhibit 1**.

#### **Section Four. Approval**

The Resources and Development Committee hereby finds that the proposed language is in the best interest of the Nation and amends RCF-19-00, Exhibit "B", page 5, paragraph 6, as stated above and in **Exhibit 1**, and hereby requires NTUA to work together with the NN Land Department and Minerals Department and to report to the Resources and Development Committee quarterly as to the total amount of commercial use fees waived, new service areas opened and other relevant information demonstrating the effect of this legislation.

#### **CERTIFICATION**

I, hereby certify that the following resolution was duly considered by the Resources and Development Committee of the 23<sup>rd</sup> Navajo Nation Council at a duly called meeting at Standing Rock Chapter, Standing Rock, Navajo Nation (New Mexico), at which a quorum was present and that same was passed by a vote of 5 in favor, 0 opposed, 1 abstained on this 20th day of September, 2017.



Benjamin Bennett, Vice-Chairperson  
Resources and Development Committee  
of the 23<sup>rd</sup> Navajo Nation Council

Motion: Honorable Leonard Pete  
Second: Honorable Alton Joe Shepherd



RESOLUTION  
OF THE RESOURCES COMMITTEE  
OF THE NAVAJO NATION COUNCIL

Approving the Delegation of Authority to the Director of the Navajo Land Department to Approve Utility Access and Service Line Agreements for Electricity, Water, Sewer, and Natural Gas

WHEREAS:

1. Pursuant to 2 N.N.C. § 691, the Resources Committee was established as a standing committee of the Navajo Nation Council; and
2. Pursuant to 2 N.N.C. § 695 (B) (6), the Resources Committee is authorized to give final approval of rights-of-way, easements and other clearance related to power lines, water lines and sewer line extensions; and
3. Pursuant to 2 N.N.C. § 695 (B), the Resources Committee is authorized to delegate its powers to appropriate executive officials within the Division of Natural Resources provided the Committee first approves rules and regulations governing such delegations; and
4. There are many Navajo families that lack utility services and there is a backlog of requests for utility services pending; and
5. The current system of processing of Utility Access and Service Line Agreements is time consuming and has resulted in the loss of project funds as well as delay in providing Navajo residents with needed utility services; and
6. There is a need, therefore, to delegate the authority to approve Utility Access and Service Line Agreements to the Director of the Navajo Land Department to expedite the SAS review process so that Navajo residents can obtain needed utility services in a timely manner; and
7. The process of reviewing documents associated with Utility Access and Service Line Agreements is essentially an administrative task that can be performed by the Director of the Navajo Land Department under specific rules and regulations adopted by the Resources Committee and utilizing standard pre-approved Utility Access and Service Line Agreement forms; and
8. The Project Review Office was established within the Navajo Land Department under the Division of Natural Resources to monitor, review, analyze, and expedite all development documents

and activities conducted by private, Tribal, State, and Federal Agencies to comply with laws and regulations of the Navajo Nation and federal government. The Project Review Office is responsible for determining whether each proposed resolution or document is properly prepared, require necessary clearances, investigation or other appropriate action as may be deemed necessary and proper, formulate administrative policies pertaining to Project Review, conduct periodic evaluation of the effectiveness and progress of the program, conduct such special programs or projects as may be assigned; and

9. The Navajo Land Department believes it will be in the best interest of the Navajo Nation to approve the delegation of authority.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Resources Committee of the Navajo Nation Council hereby approves the delegation of authority to the Director of the Navajo Land Department, Division of Natural Resources, to approve Utility Access and Service Line Agreements for utility service extensions as set forth in the Administrative Rule and Regulations, attached hereto as Exhibit "A" and incorporated herein by this reference, in accordance with the following stipulations:

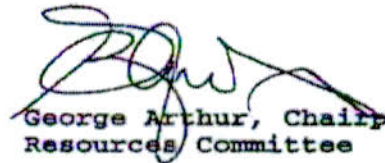
- A. Utility Access and Service Line Agreements shall be approved on forms attached hereto as Exhibits "A" (NTUA Form) and "C" (General Form). The Utility Access and Service Line Agreement forms may be revised to incorporate minor changes due to unforeseen circumstances after consultation with the Navajo Nation Department of Justice; provided the general terms and conditions of the Agreement are essentially the same or similar to Exhibits "B" and "C".
- B. Utility Access and Service Line Agreements shall comply with all applicable Federal and Navajo Nation laws and Regulations and Tribal Procedures.
- C. The Director of the Navajo Land Department shall ensure that applications for Utility Access and Service Line Agreements are accompanied by proper environmental and cultural resources clearances, and reviewed by appropriate Tribal Departments.

2. Nothing herein shall affect the President's authority to execute agreements pursuant to 2 N.N.C. § 222 (A).



CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Resources Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 4 in favor, 0 opposed and 0 abstained, this 8th day of February, 2000.



George Arthur, Chairperson  
Resources Committee

Motion: Jack Colorado  
Second: Henry B. Hudson

Exhibit "A"

DEPARTMENTAL ADMINISTRATIVE RULE AND REGULATIONS FOR THE  
DELEGATION OF AUTHORITY TO THE DIRECTOR OF THE OFFICE OF  
NAVAJO LAND DEPARTMENT TO APPROVE UTILITY ACCESS AND  
SERVICE LINE AGREEMENTS FOR ELECTRICITY, WATER, SEWER,  
AND NATURAL GAS EXTENSIONS

I. AUTHORITIES

Pursuant to 2 N.N.C. §§ 691, 693 and 695(B)(14), the Resources Committee was established as a standing committee of the Navajo Nation Council to ensure the optimum utilization of all resources of the Navajo Nation and to protect such resources. The Resources Committee serves as the Legislative oversight authority for the Division of Natural Resources, District Grazing Officers, Eastern Navajo Land Board and Farm Boards policy of certain adjudication matters affecting the Navajo resources.

By Resolution RCJN-105-91, the Project Review Office is a section within the Navajo Land Department under the Division of Natural Resources. This office shall monitor, review, analyze, and expedite all development documents and activities conducted by private, Tribal, State, and Federal Agencies to comply with the laws and regulations of the Navajo Nation, State, and Federal governments. The Project Review Office is further authorized to determine whether necessary field clearances are required; determine whether investigations or other appropriate actions as may be deemed necessary and proper are required; formulate administrative policies pertaining to Project Review; conduct periodic evaluation of the effectiveness and progress of the program; and conduct such special programs or projects as may be assigned.

II. PURPOSE AND SCOPE

The purpose of this Administrative Rule is to authorize and empower the Director of the Navajo Land Department of the Division of Natural Resources to approve Utility Access and Service Line Agreements for utility service extensions consistent with applicable Federal and Navajo Nation Laws.

III. DELEGATION

The Resources Committee hereby delegates to the Director of Navajo Land Department the following powers and authorities:

- a. To give final approval of Utility Access and Service Line



Agreements for utility service line extensions. Utilities access is defined as access which is reasonably necessary for the construction, operations and maintenance of utility service line extensions.

- b. To approve on behalf of the Navajo Nation Utility Access and Service Line Agreements for utility service extensions, consistent with these rules and regulations and upon forms approved by the Resources Committee which are attached hereto as Exhibits "B" (NTUA Form) and "C" (General Form). The Utility Access and Service Line Agreement forms may be revised to incorporate minor changes due to unforeseen circumstances after consultation with the Navajo Nation Department of Justice; provided the general terms and conditions of the agreement are essentially the same or similar to Exhibits "B" and "C".
- c. The Director of the Navajo Land Department shall ensure that applications for a Utility Access and Service Line Agreements are accompanied by proper surveys, easements, evaluations, clearances as may be required by Federal and Navajo Nation laws and regulations.
- d. The Director of the Navajo Land Department shall ensure that applications for Utility Access and Service Line Agreements are accompanied by proper environmental and cultural resources clearances, and reviewed by appropriate tribal Departments.
- e. This delegation of authority shall not be re-delegated to any other tribal official without the consent and approval of the Resources Committee of the Navajo Nation Council.

#### IV. AUTHORITY, DUTY AND RESPONSIBILITY

- a. The Director of the Navajo Land Department is authorized to implement and administer this delegation of authority to approve Utility Access and Service Line Agreements for utility service extensions in accordance with this Administrative Rule.
- b. Requirements to process Utility Access and Service Line Agreements
  - 1. Age - 18.
  - 2. Homesite lease or Rent.
  - 3. House or Trailer or Suitable Dwelling.
  - 4. Purpose shall be to provide lessees with utility service including but not limited to telephone, water, electric power, and gas.

5. Copy of Service Line Agreement (NTUA Form).
  6. Written consent of the landuser/grazing permittee is obtained.
  7. The power line will not exceed a maximum distance of five thousand two hundred and eighty (5,280') feet.
  8. The water line will not exceed a maximum distance of one thousand and five hundred (1,500') feet.
  9. The sewer line will not exceed a maximum distance of one thousand and five hundred (1,500') feet.
  10. The gas line will not exceed a maximum distance of one thousand and five hundred (1,500') feet.
- c. The Director of the Navajo Land Department shall provide the Resources Committee with an annual report on the status of approved Utility Access and Service Line Agreements.

#### V. REVIEW AND AMENDMENT

- a. The scope and administration of this delegation of authority to the Director of the Navajo Land Department may be amended from time-to-time by the Resources Committee of the Navajo Nation Council.
- b. Pursuant to 2 N.N.C. § 695(B) and (B)(13) and other authorities of the Committee, this Administrative Rule and Regulation may be amended and/or rescinded by the Resources Committee of the Navajo Nation Council.



UTILITIES ACCESS AND SERVICE LINE AGREEMENT  
BETWEEN  
THE NAVAJO NATION  
AND  
NAVAJO TRIBAL UTILITY AUTHORITY

THIS AGREEMENT is made and entered into by and between The Navajo Nation and Navajo Tribal Utility Authority (NTUA), an Enterprise of the Navajo Nation, whose address is Post Office Box 170, Fort Defiance, Navajo Nation, (Arizona) 86504 ("NTUA"), for a term of twenty (20) years beginning on the date approved by the Navajo Nation.

WHEREAS, certain members of the Navajo Nation identified on Exhibit "A", attached hereto and by this reference made a part hereof ("homesite lessee"), have homesite leases on lands owned by the Navajo Nation identified in said Exhibit "A", and more particularly described in the maps attached hereto as Exhibit "B" and by this reference made a part hereof (the "leased premises"); and

WHEREAS, said homesite lessees and the Navajo Nation desire that NTUA provide electric, gas, domestic water and/or wastewater utility services where available to the leased premises; and

WHEREAS, the Navajo Nation and NTUA desire to enter into a Utility Service Line Agreement authorizing NTUA to provide such utility services to the said homesite lessees in accordance with provisions of 25 C.F.R. § 169.22.

NOW, THEREFORE, the parties hereto hereby mutually agree as follows:

1. The Navajo Nation hereby grants to NTUA a non-exclusive right of access to the Navajo Nation-owned lands and the respective leased premises for construction, operation and maintenance of utility service lines over, across and upon the leased premises, as more particularly described in the maps attached hereto as Exhibit "B" showing with particularity the location, size and extent of such service lines.
2. All power lines shall be constructed in accordance with "suggested Practices for Raptus Protection on Powerlines: the state of the art in 1996" (Avian Power Line Interaction Committee, 1996).

3. The Navajo Nation hereby agrees to allow NTUA free access to and from the service lines during all reasonable hours as may be deemed necessary by NTUA.
4. Consideration for the use of land covered by this Agreement is assessed at \$\_\_\_\_\_ which shall be the Navajo Nation's contributions to the project since it will benefit Navajo resident(s) by providing them with electricity.
5. In consideration of the grant herein made, NTUA hereby agrees to:
  - a. Construct and maintain the service lines in a workmanlike manner.
  - b. File an executed copy of this Agreement, including all attachment, with the Project Review Section, Navajo Land Department and with the Secretary of the Interior, Bureau of Indian Affairs, Navajo Area Office, Branch of Realty Services, within thirty (30) days of its execution.
  - c. NTUA shall be responsible for and promptly pay all filing and processing fees and surface clearance fees assessed by the Navajo Nation.
  - d. In all activities conducted by NTUA within the Navajo Nation, NTUA shall abide by all laws and regulations of the Navajo Nation and of the United States, now in force and effect or as hereafter may come into force and effect, including but not limited to the following:
    - i. Title 25, Code of Federal Regulations, Part 169;
    - ii. All applicable federal and Navajo Nation antiquities laws and regulations, with the following additional condition: In the event of a discovery all operations in the immediate vicinity of the discovery must cease and the Navajo Nation Historic Preservation Department must be notified immediately. As used herein, "discovery" means any previously unidentified or incorrectly identified cultural resources, including but not limited to archeological deposits, human remains, or location reportedly associated with Native American religious/traditional beliefs or practices;
    - iii. The Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq., and the Navajo Nation Business Preference Law, 5 N.N.C. §§ 201 et seq.; and



- iv. The Navajo Nation Water Code, 22 N.N.C. § 1101 et seq.. NTUA shall apply for and submit all applicable permits and information to the Navajo Nation Water Resources Department, or its successor.
- e. NTUA shall ensure that the air quality of the Navajo Nation is not jeopardized due to violation of applicable laws and regulations by its operations under this Agreement.
- f. NTUA shall clear and keep clear the lands within the service lines to the extent compatible with the purpose of the service lines, and shall dispose of all vegetation and other materials cut, uprooted, or otherwise accumulated during disturbance activities.
- g. NTUA shall reclaim all surface lands disturbed related to the service lines, as outlined in a restoration and revegetation plan, which shall be prepared with the assistance of Navajo Nation Environmental Protection Agency, or its successor (NNEPA), and shall be submitted to and must be approved by NNEPA, prior to any surface disturbances. NTUA shall comply with all the provisions of such restoration and revegetation plan and shall notify the Director of the NNEPA immediately upon completion of the surface disturbance activities so that a site inspection can be made.
- h. NTUA shall at all times during the term of this Agreement and at NTUA's sole cost and expense, maintain the land subject to the service lines and all improvements located thereon and make all necessary and reasonable repairs.
- i. NTUA shall obtain prior written permission to cross existing rights-of-way, if any, from the appropriate parties.
- j. NTUA shall be responsible for and promptly pay all damages when they are sustained.
- k. NTUA shall indemnify and hold harmless the Navajo Nation and its respective authorized agents, employees, landusers and occupants, against any liability for loss of life, personal injury and property damages arising from the development, use or occupancy or use of lands by NTUA.
- l. NTUA shall not assign, convey or transfer, in any manner whatsoever, this Agreement or any interest therein, or to any of the improvements on the land, without the prior written consent of the Navajo Nation. Any such attempted

assignment, conveyance or transfer without such prior written consent shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation.

- m. The Navajo Nation may terminate this Agreement for violation of any of the terms and conditions stated herein. In addition, this Agreement shall be terminable in whole or in part by the Navajo Nation for any of the following causes:
  - i. Failure to comply with any terms or conditions of this Agreement or of applicable laws or regulations;
  - ii. A non-use of the service lines for the purpose for which they are authorized for a consecutive two (2) year period;
  - iii. An abandonment of the service lines; and
  - iv. The use of lands for any purpose inconsistent with the purpose for which the service lines are authorized.
- n. At the termination of this Agreement, NTUA shall peaceably and without legal process deliver up the possession of the premises, in good condition, usual wear and tear excepted. Upon the written request of the Navajo Nation, NTUA shall provide the Navajo Nation, at NTUA's sole cost and expense, with an environmental audit assessment of the premises at least sixty (60) days prior to delivery of said premises.
- o. Holding over by NTUA after the termination of this Agreement shall not constitute a renewal or extension thereof or give NTUA any rights hereunder or in or to the land or to any improvements located thereon.
- p. The Navajo Nation shall have the right, at any reasonable time during the term of this Agreement, to enter upon the premises, or any part thereof, to inspect the same and buildings and other improvements erected or placed thereon.
- q. By acceptance of this Agreement, NTUA consents to the full territorial legislative, executive judicial jurisdiction of the Navajo Nation, including but not limited to the jurisdiction to levy fines and to enter judgements for compensatory and punitive damages and injunctive relief, in connection with all activities



conducted by NTUA with the Navajo Nation or which have a proximate (legal) effect on persons or property within the Navajo Nation.

- r. By acceptance of this Agreement, NTUA covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess full police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing contained in this provision shall be construed to negate or impair federal responsibilities with respect to the land subject to the service lines or to the Navajo Nation.
  - s. Any action or proceeding brought by NTUA against the Navajo Nation in connection with or arising out of the terms and conditions of this Agreement shall be brought only in the Courts of the Navajo Nation, and no such action or proceeding shall be brought by NTUA against the Navajo Nation in any court of any state.
  - t. Nothing contained herein shall be construed to affect or be deemed a waiver of the sovereign immunity from suit of the Navajo Nation.
  - u. Except as may be prohibited by applicable federal law, the laws of the Navajo Nation shall govern the construction, performance and enforcement of the terms and conditions contained herein.
  - v. The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors, of NTUA, and the term "NTUA," whenever used herein, shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees and agents.
6. This Service Line Agreement is being approved to provide utility services to Navajo resident(s). Therefore, consideration is waived. Any use of this Service Line Agreement to provide utility service to commercial customers will require consideration to the Navajo Nation and the consent of the Navajo Nation.

IN WITNESS WHEREOF, the parties to ~~this presents~~ have  
executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE NAVAJO NATION

By: \_\_\_\_\_  
President

NAVAJO TRIBAL UTILITY AUTHORITY  
An Enterprise of the Navajo Nation

By: \_\_\_\_\_



UTILITIES ACCESS AND SERVICE LINE AGREEMENT  
BETWEEN  
THE NAVAJO NATION  
AND

---

THIS AGREEMENT is made and entered into by and between The Navajo Nation and \_\_\_\_\_ (hereinafter The Utility Service Provider) whose address is \_\_\_\_\_ for a term of twenty (20) years beginning on the date approved by the Navajo Nation.

WHEREAS, \_\_\_\_\_ are members of the Navajo Nation ("homesite lessee"), have homesite leases on lands owned by the Navajo Nation, more particularly described in the maps attached hereto as Exhibit "B" and by this reference made a part hereof (the "leased premises"); and

WHEREAS, said homesite lessees and the Navajo Nation desire that The Utility Service Provider provide electric services to the leased premises; and

WHEREAS, the Navajo Nation and The Utility Service Provider desire to enter into a Utility Service Line Agreement authorizing The Utility Service Provider to provide electric services to the said homesite lessees in accordance with provisions of 25 C.F.R. § 169.22.

NOW, THEREFORE, the parties hereto hereby mutually agree as follows:

1. The Navajo Nation hereby grants to The Utility Service Provider a non-exclusive right of access to the Navajo Nation-owned lands and the respective leased premises for construction, operation and maintenance of an electric service line not to exceed \_\_\_\_\_ kV over, across and upon the leased premises, as more particularly described in the maps attached hereto as Exhibit "B" showing with particularity the location, size and extent of such service lines.
2. The utility service provider shall construct power lines in accordance with "suggested Practices for Raptus Protection on Powerlines: the state of the art in 1996" (Avian Power Line Interaction Committee, 1996).

3. The Navajo Nation hereby agrees to allow The Utility Service Provider free access to and from the service lines during all reasonable hours as may be deemed necessary by The Utility Service Provider.
4. Consideration for the use of land covered by this Agreement is assessed at \$ \_\_\_\_\_ which shall be the Navajo Nation's contributions to the project since it will benefit Navajo resident(s) by providing them with electricity.
5. Ownership of the transmission and distribution lines, including all appurtenant facilities, shall remain the property of The Utility Service Provider. In the event the Navajo Nation determines that it is in its best interest to provide service to the area, the Navajo Nation may, upon consent of The Utility Service Provider, purchase the transmission and distribution lines and appurtenant facilities at fair market value and may provide its electric utility services to the electric customer.
6. In consideration of the grant herein made, The Utility Service Provider hereby agrees to:
  - a. Construct and maintain the service lines in a workmanlike manner.
  - b. File an executed copy of this Agreement, including all attachment, with the Project Review Section, Navajo Land Department and with the Secretary of the Interior, Bureau of Indian Affairs, Navajo Area Office, Branch of Realty Services, within thirty (30) days of its execution.
  - c. The Utility Service Provider shall be responsible for and promptly pay all filing and processing fees and surface clearance fees assessed by the Navajo Nation.
  - d. In all activities conducted by The Utility Service Provider within the Navajo Nation, The Utility Service Provider shall abide by all laws and regulations of the Navajo Nation and of the United States, now in force and effect or as hereafter may come into force and effect, including but not limited to the following:
    - i. Title 25, Code of Federal Regulations, Part 169;
    - ii. All applicable federal and Navajo Nation antiquities laws and regulations, with the following additional condition: In the event of a discovery all operations in the immediate vicinity of the discovery must cease and the Navajo Nation Historic Preservation Department must be notified immediately. As used herein, "discovery" means any



previously unidentified or incorrectly identified cultural resources, including but not limited to archeological deposits, human remains, or location reportedly associated with Native American religious/traditional beliefs or practices;

- iii. The Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq., and the Navajo Nation Business Preference Law, 5 N.N.C. §§ 201 et seq.; and
- iv. The Navajo Nation Water Code, 22 N.N.C. § 1101 et seq.. The Utility Service Provider shall apply for and submit all applicable permits and information to the Navajo Nation Water Resources Department, or its successor.
- e. The Utility Service Provider shall ensure that the air quality of the Navajo Nation is not jeopardized due to violation of applicable laws and regulations by its operations under this Agreement.
- f. The Utility Service Provider shall clear and keep clear the lands within the service lines to the extent compatible with the purpose of the service lines, and shall dispose of all vegetation and other materials cut, uprooted, or otherwise accumulated during disturbance activities.
- g. The Utility Service Provider shall reclaim all surface lands disturbed related to the service lines, as outlined in a restoration and revegetation plan, which shall be prepared with the assistance of Navajo Nation Environmental Protection Agency, or its successor (NNEPA), and shall be submitted to and must be approved by NNEPA, prior to any surface disturbances. The Utility Service Provider shall comply with all the provisions of such restoration and revegetation plan and shall notify the Director of the NNEPA immediately upon completion of the surface disturbance activities so that a site inspection can be made.
- h. The Utility Service Provider shall at all times during the term of this Agreement and at The Utility Service Provider's sole cost and expense, maintain the land subject to the service lines and all improvements located thereon and make all necessary and reasonable repairs.
- i. The Utility Service Provider shall obtain prior written permission to cross existing rights-of-way, if any, from the appropriate parties.

- j. The Utility Service Provider shall be responsible for and promptly pay all damages when they are sustained.
- k. The Utility Service Provider shall indemnify and hold harmless the Navajo Nation and its respective authorized agents, employees, landusers and occupants, against any liability for loss of life, personal injury and property damages arising from the development, use or occupancy or use of lands by The Utility Service Provider.
- l. The Utility Service Provider shall not assign, convey or transfer, in any manner whatsoever, this Agreement or any interest therein, or to any of the improvements on the land, without the prior written consent of the Navajo Nation. Any such attempted assignment, conveyance or transfer without such prior written consent shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation.
- m. The Navajo Nation may terminate this Agreement for violation of any of the terms and conditions stated herein. In addition, this Agreement shall be terminable in whole or in part by the Navajo Nation for any of the following causes:
  - i. Failure to comply with any terms or conditions of this Agreement or of applicable laws or regulations;
  - ii. A non-use of the service lines for the purpose for which they are authorized for a consecutive two (2) year period;
  - iii. An abandonment of the service lines; and
  - iv. The use of lands for any purpose inconsistent with the purpose for which the service lines are authorized.
- n. At the termination of this Agreement, The Utility Service Provider shall peaceably and without legal process deliver up the possession of the premises, in good condition, usual wear and tear excepted. Upon the written request of the Navajo Nation, The Utility Service Provider shall provide the Navajo Nation, at The Utility Service Provider's sole cost and expense, with an environmental audit assessment of the premises at least sixty (60) days prior to delivery of said premises.



- o. Holding over by The Utility Service Provider after the termination of this Agreement shall not constitute a renewal or extension thereof or give The Utility Service Provider any rights hereunder or in or to the land or to any improvements located thereon.
- p. The Navajo Nation shall have the right, at any reasonable time during the term of this Agreement, to enter upon the premises, or any part thereof, to inspect the same and buildings and other improvements erected or placed thereon.
- q. By acceptance of this Agreement, The Utility Service Provider consents to the full territorial legislative, executive judicial jurisdiction of the Navajo Nation, including but not limited to the jurisdiction to levy fines and to enter judgements for compensatory and punitive damages and injunctive relief, in connection with all activities conducted by The Utility Service Provider with the Navajo Nation or which have a proximate (legal) effect on persons or property within the Navajo Nation.
- r. By acceptance of this Agreement, The Utility Service Provider covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess full police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing contained in this provision shall be construed to negate or impair federal responsibilities with respect to the land subject to the service lines or to the Navajo Nation.
- s. Any action or proceeding brought by The Utility Service Provider against the Navajo Nation in connection with or arising out of the terms and conditions of this Agreement shall be brought only in the Courts of the Navajo Nation, and no such action or proceeding shall be brought by The Utility Service Provider against the Navajo Nation in any court of any state.
- t. Nothing contained herein shall be construed to affect or be deemed a waiver of the sovereign immunity from suit of the Navajo Nation.

- u. Except as may be prohibited by applicable federal law, the laws of the Navajo Nation shall govern the construction, performance and enforcement of the terms and conditions contained herein.
  - v. The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors, of The Utility Service Provider, and the term "The Utility Service Provider," whenever used herein, shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees and agents.
7. This service line agreement is being approved to provide utility services to Navajo resident(s). Therefore, consideration is waived. Any use of this service line agreement to provide utility service to commercial customers will require consideration to the Navajo Nation and the consent of the Navajo Nation.

IN WITNESS WHEREOF, the parties have executed this Agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
President, The Navajo Nation

By: \_\_\_\_\_  
The Utility Service Provider





**DEPARTMENTAL ADMINISTRATIVE RULES AND REGULATIONS FOR THE  
DELEGATION OF AUTHORITY TO THE DIRECTOR OF THE OFFICE OF NAVAJO  
LAND DEPARTMENT TO APPROVE UTILITY ACCESS AND SERVICE LINE  
AGREEMENTS FOR ELECTRICITY, WATER, SEWER, AND NATURAL GAS  
EXTENSIONS**

**I. AUTHORITIES**

Pursuant to 2 N.N.C. §§ 691, 693, and 695 (B) (14), the Resources and Development Committee was established as a standing committee of the Navajo Nation Council to ensure the optimum utilization of all resources of the Navajo Nation and to protect such resources. The Resources and Development Committee serves as the Legislative oversight authority for the Division of Natural Resources, District Grazing Officers, Eastern Navajo Land Board and Farm Board ~~policy of certain adjudication matters affecting Navajo resources.~~

~~By Resolution RCJN-105-91, the Project Review Office is a section within the Navajo Land Department under the Division of Natural Resources. The General Land Development Department of the Division of Natural Resources~~ This office shall monitor, review, analyze, and expedite all development documents and activities conducted by private, Tribal, State, and Federal Agencies to comply with the laws and regulation of the Navajo Nation, and applicable regulations of State governments and the Federal governments. ~~The Project Review Office General Land Development Department~~ is further authorized to determine whether necessary field clearances are required; determine whether investigations or other appropriate actions as may be deemed necessary and proper are required; formulate administrative policies pertaining to the General Land Development Department ~~Project Review~~; conduct periodic evaluations of the effectiveness and progress of the program; and conduct such special programs or projects as may be assigned.

**II. PURPOSE AND SCOPE**

The purpose of this Administrative Rule is to authorize and empower the Director of the Navajo Land Department of the Division of Natural Resources to approve all Utility Access and Service Line Agreements for utility service extensions consistent with applicable federal and Navajo Nation laws. This Administrative Rule applies to all Utility Access and Service Line Agreements for leases for public, religious, educational, recreational and or residential purposes including but not limited to business site leases, mission site leases, school site leases, telecommunication site leases and homesite leases.

**III. DELEGATION**

The Resources Committee hereby delegates to the Director of the Navajo Land Department the following powers and authorities:

- a. To give final approval of Utility Access and Service Line Agreements for utility service line extensions. Utility access is defined as access which is reasonably necessary for the construction, operations and maintenance of utility service line extensions.
- b. To approve on behalf of the Navajo Nation Utility Access and Service Line Agreements for utility service extensions, consistent with these rules and regulations and upon forms approved by the Resource Committee which are attached hereto as Exhibits "B" (NTUA Form) and "C" (General Form). The Utility Access and Service Line Agreement forms may be revised to incorporate minor changes due to unforeseen circumstances after consultation with the Navajo Nation Department of Justice and to reflect necessary changes to serve structures other than homes; provided the general terms and conditions of the agreement are essentially the same or similar to Exhibits "B" and "C".
- c. The Director of the Navajo Land Department shall ensure that applications for a Utility Access and Service Line Agreements are accompanied by proper surveys, easements, evaluations, clearances as may be required by Federal and Navajo Nation laws and regulations.
- d. The Director of the Navajo Land Department shall ensure that applications for Utility Access and Service Line Agreements are accompanied by proper environmental biological and cultural resource clearances, and reviewed by appropriate ~~tribal~~ Navajo Nation Departments.
- e. ~~This delegation of authority shall not be re-delegated to any other tribal official without the consent and approval of the Resources Committee of the Navajo Nation Council. The~~ Director of the Navajo Land Department may delegate this authority to another tribal official within the Navajo Land Department periodically so long as the re-delegation is in accordance with these rules and regulations.

#### IV. AUTHORITY, DUTY AND RESPONSIBILITY

- a. The Director of the Navajo Land Department is authorized to implement and administer this delegation of authority to approve Utility Access and Service Line Agreements for utility service extensions in accordance with this Administrative Rule.
- b. Requirements to process Utility Access and Service Line Agreements
  - 1. Age – 18.
  - 2. Homesite lease or Rent or other valid land leasing or permitting instrument.
  - 3. House or Trailer or Suitable Dwelling or other suitable structure;
  - 4. Purpose shall be to provide lessees with utility service including but not limited to telephone, water, electric power and gas.
  - 5. Copy of Service line Agreement (NTUA Form).
  - 6. Written consent of the landuser/grazing permittee is obtained.
  - 7. The power line will not exceed a maximum distance of ~~five thousand two hundred and eighty (5280')~~ twenty six thousand four hundred (26,400') feet.



8. The water line will not exceed a maximum distance of ~~one thousand and five hundred (1,500')~~ twenty six thousand four hundred (26,400') feet.
  9. The sewer line will not exceed a maximum distance of ~~one thousand and five hundred (1,500')~~ twenty six thousand four hundred (26,400') feet.
  10. The gas line will not exceed a maximum distance of ~~one thousand and five hundred (1,500')~~ twenty six thousand four hundred (26,400') feet.
  11. The fiber line will not exceed a maximum distance of twenty six thousand four hundred (26,400') feet.
- c. The Director may allow the construction of a service line off of a service line when such design is in the best interest of the entity requesting a utility service.
- d. The Director of the Navajo Land Department shall provide the Resources Committee with annual report on the status of approved Utility Access and Service Line Agreements.

#### V. REVIEW AND AMENDMENT

- a. The scope and administration of this delegation of authority to the Director of the Navajo Land Department may be amended from time-to-time by the Resources and Development Committee of the Navajo Nation Council.
- b. Pursuant to 2 N.N.C. ~~§ 695(B) and (B)(13)~~ §§ 500 (C)(1), 501(B)(2)(a) and 501(B)(3) and other authorities of the Committee, this Administrative Rule and Regulations may be amended and/or rescinded by the Resources Committee of the Navajo Nation Council.



**UTILITIES ACCESS AND SERVICE LINE AGREEMENT  
BETWEEN THE NAVAJO NATION  
AND  
NAVAJO TRIBAL UTILITY AUTHORITY**

THIS AGREEMENT is made and entered into by and between The Navajo Nation and the Navajo Tribal Utility Authority (NTUA), and Enterprise of the Navajo Nation, whose address is Post Office Box 170, Fort Defiance, Navajo Nation (Arizona) 86504 ("NTUA"), ~~for a term of twenty (20) years beginning on the date approved by the Navajo Nation.~~

WHEREAS, certain members of the Navajo Nation identified on Exhibit "A", attached hereto and by this reference made a part hereof ("home site lease"), have homesites lease lands owned by the Navajo Nation identified in Exhibit "A", and more particularly described in the maps attached hereto as Exhibit "B" and by this reference made a part hereof (The "leased premises"); ~~and or~~

WHEREAS, certain members of the Navajo Nation identified on Exhibit "A", attached hereto live in a home that lacks certain utility service(s) and have applied for a homesite lease with the Navajo Nation. Proof of such application is demonstrated through a receipt showing payment of the homesite lease application. The location of the home is shown more particularly described in the map attached hereto as Exhibit "B" and by this reference made a part hereof ("leased premises"); and

WHEREAS, said homesite lessees and the Navajo Nation desire that NTUA provide electric, gas, domestic water; and/or wastewater utility, or internet services, or internet ~~where available~~ to the leased premises; and

WHEREAS, the Navajo Nation and NTUA desire to enter into a Utility Service Line Agreement authorizing NTUA to provide such utility service to the said homesite lessees in accordance with provisions of 25.C.F.R. § 169.22 §§169.51-169.56.

NOW, THEREFORE, the parties hereto hereby mutually agree as follows:

1. The Navajo Nation hereby grants to NTUA a non-exclusive right of access to ~~the~~ Navajo Nation-owned lands and the respective leased premises for construction, operation and maintenance of utility service lines over, across and upon the leased premises, as more particularly described in the maps attached hereto as Exhibit "B" showing with particularly ~~particularity~~ the location, size and extent of such services.
2. ~~All~~ PPower lines shall be constructed in accordance with "suggested Practices for Raptor or Protection on Powerlines: the state of the art in 19962006" (Avian Power Lines Interaction Committee, 19962006), as necessary.
3. The Navajo Nation hereby agrees to allow NTUA free access to and from the service lines during all reasonable hours as may be deemed necessary by NTUA.
4. ~~Consideration for the use of land covered by this Agreement is assessed at \$ \_\_\_\_\_ which shall be the Navajo Nation's contribution to the project since it will benefit Navajo resident(s) by providing them with electricity.~~



4. The term of this Agreement will be co-terminus with the term of the valid homesite lease and shall automatically renew if applicable. If the valid homesite lease becomes invalid due to death of lessee and if the heir(s) to the homesite lease are in the probate process, then the lease will be deemed valid for purposes of this Agreement.
5. In consideration of the grant herein made, NTUA hereby agrees to:
  - a. Construct, and maintain the service lines in a workman-like manner.
  - b. File an executed copy of this Agreement, including all attachments, with the ~~Project Review Section~~, Navajo Land Department and with the Secretary of the Interior, Bureau of Indian Affairs, Navajo Region Area Office, Branch of Reality Services, within thirty (30) days of its execution.
  - c. NTUA shall be responsible for and promptly pay all filing and processing fees and surface clearance fees assess by the Navajo Nation.
  - d. In all activities conducted by NTUA within the Navajo Nation, NTUA shall abide by all laws and regulations of the Navajo Nation and of the United States, now in force and effect, including but not limited to the following:
    - i. Title 25, Code of Federal Regulations, Part 169;
    - ii. All applicable federal and Navajo Nation antiquities laws and regulations; with the following additional condition: In the event of a discovery all operations in the immediate vicinity of the discovery must cease and the Navajo Nation Heritage and Historic Preservation Department must be notified immediately. As used herein, "discovery" means any previously unidentified or incorrectly identified cultural resources, including but not limited to archaeological deposits, human remains, or location reportedly associated with Native American religious/traditional beliefs or practices.
    - iii. The Navajo Preference in Employment Act, 15 N.N.C. §§601 et seq., and the Navajo Business Opportunity Act ~~Business Preference Law~~, 5 N.N.C. § 201 et seq.; and
    - iv. The Navajo Nation Water Code, 22 N.N.C. §§1101 et seq., NTUA shall apply for and submit all applicable permits and information to the Navajo Nation Water Resources Department, or its successor.
  - e. NTUA shall ensure that the air quality of the Navajo Nation is not jeopardized due to the violation of applicable laws and regulations by its operations under this Agreement.
  - f. NTUA shall clear and keep clear the lands within the service lines to the extent compatible with the purpose of the services lines, and shall dispose of all vegetation and other materials out, uprooted, or otherwise accumulated during disturbance activities.
  - g. NTUA shall reclaim all surface lands disturbed related to the service lines, as outlined in a restoration and revegetation plan, which shall be prepared with the assistance of

Navajo Nation Environmental Protection Agency, or its successor (NNEPA), and shall be submitted to and must be approved by NNEPA, prior to any surface disturbances. NTUA shall comply with all the provisions of such restoration and revegetation plan and shall notify the Director of NNEPA immediately upon completion of the surface disturbance activities so that a site inspection can be made.

- h. NTUA shall at all times during the term of this Agreement and at NTUA's sole cost and expense, maintain the land subject to the service lines and all improvements located thereon and make all necessary and reasonable repairs.
- i. NTUA shall obtain prior written permission to cross-existing rights-of-ways, if any, from the appropriate parties.
- j. NTUA shall be responsible for and promptly pay for all damages when they are sustained.
- k. NTUA shall indemnify and hold harmless the Navajo Nation and its respective authorized agents, employees, landowners and occupants, against any liability for loss of life, personal injury and property damages arising from the development, use or occupancy or use of lands by NTUA.
- l. NTUA shall not assign, convey or transfer, in any manner whatsoever, this Agreement or any interest therein, or to any for the improvement on the land, without the prior written consent of the Navajo Nation. Any such attempted assignment, conveyance or transfer without such prior written consent shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation.
- m. The Navajo Nation may terminate this Agreement for violations of any of the terms and conditions stateds here. In addition, this Agreement shall be terminable in whole or in part by the Navajo Nation for any of the following causes:
  - i. Failure to comply with any terms or conditions of this Agreement or of applicable laws or regulations;
  - ii. A non-use of the service lines for the purpose for which they are authorized for a consecutive two (2) year period;
  - iii. An abandonment of the service lines; and
  - iv. The use of lands for any purpose inconsistent with the purpose for which the service lines are authorized.
- n. At the termination of the Agreement, NTUA shall peaceably and without legal process deliver up the possession of the premises, in good condition, usually wear and tear accepted. Upon the written request of the Navajo Nation, NTUA shall provide the Navajo Nation, at NTUA's sole cost and expenses, with an environmental audit assessment of the premises at least sixty (60) days prior to delivery of said premises.



- o. Holding over by NTUA after the termination of this Agreement shall not constitute a renewal or extension thereof or give NTUA any rights hereunder or in or to the land or to any improvements located thereon.
  - p. The Navajo Nation shall have the right, at any reasonable time during the term of this Agreement, to enter upon the premises, or any part thereof, to inspect the same and buildings and other improvements erected or place thereon.
  - q. By acceptance of this Agreement, NTUA consents to the full territorial legislative, executive, judicial jurisdiction of the Navajo Nation, including but not limited to the jurisdiction to levy fines and to enter judgement for compensatory and punitive damages and injunctive relief, in connection with all activities conducted by NTUA with the Navajo Nation or which have a proximate (legal) effect on person or property within the Navajo Nation.
  - r. By acceptance of the Agreement, NTUA covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian Nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess full power (i.e. the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing contained in this provision shall be construed to negate or impair federal responsibilities with respect to the land subject to the service lines or to the Navajo Nation.
  - s. Any action or proceeding brought to NTUA against the Navajo Nation in connection with or arising out of the terms and conditions of the Agreement shall be brought only the Courts of the Navajo Nation, and no action or proceeding shall be brought by NTUA against the Navajo Nation in any court of any state.
  - t. Nothing contained herein shall be construed to effect or be deemed a waiver of the sovereign immunity from suit of the Navajo Nation.
  - u. Except as may be prohibited by applicable federal law, the laws of the Navajo Nation shall govern the construction, performance and enforcement of the terms and conditions contained herein.
  - v. The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors, of NTUA and the term "NTUA", whenever used herein, shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees and agents.
6. This Service Line Agreement is being approved to provide utility services to Navajo resident(s). Therefore, consideration is waived. Consideration shall be assessed and waived for portions of the line used for commercial customers until such time the Resources and Development Committee deems that it is not in the Nation's best interest to waive the consideration.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

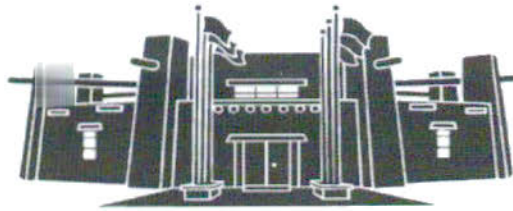
THE NAVAJO NATION

By: \_\_\_\_\_  
President

NAVAJO TRIBAL UTILITY AUTHORITY  
An Enterprise of the Navajo Nation


By: \_\_\_\_\_





## MEMORANDUM

TO: Honorable Kee Allen Begay, Jr.  
Tachee/Blue Gap, Many Farms, Nazlini, Tselani/Cottonwood, and Low Mountain Chapters

FROM:   
Dana Bobroff, Chief Legislative Counsel  
Office of Legislative Counsel

DATE: February 18, 2020

SUBJECT: **AN ACTION RELATING TO THE RESOURCES AND DEVELOPMENT COMMITTEE; AMENDING RESOURCES AND DEVELOPMENT COMMITTEE RESOLUTION NO. RDCS-96-17**

I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge.

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

Please ensure that his particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

THE NAVAJO NATION  
LEGISLATIVE BRANCH  
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: \_0037-20\_\_

SPONSOR: Kee Allen Begay Jr.

TITLE: An Action Relating To Resources And Development Committee;  
Amending Resources And Development Committee Resolution No. RDCS-96-17

*Date posted:* February 20, 2020 at 4:16 PM

Digital comments may be e-mailed to [comments@navajo-nsn.gov](mailto:comments@navajo-nsn.gov)

Written comments may be mailed to:

Executive Director  
Office of Legislative Services  
P.O. Box 3390  
Window Rock, AZ 86515  
(928) 871-7586

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

**Please note:** This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. §374 *et. seq.*



THE NAVAJO NATION  
LEGISLATIVE BRANCH  
INTERNET PUBLIC REVIEW SUMMARY

LEGISLATION NO.: 0037-20

SPONSOR: Honorable Kee Allen Begay Jr.


TITLE: An Action Relating to the Resources and Development Committee;  
amending Resources and Development Committee Resolution No. RDCS-96-17

Posted: February 20, 2020 at 4:16 PM

5 DAY Comment Period Ended: February 25, 2020

Digital Comments received:

Comments Supporting	<i>None</i>
Comments Opposing	<i>None</i>
Inconclusive Comments	<i>None</i>

  
Legislative Tracking Secretary  
Office of Legislative Services

2/26/2020 8:06am

Date/Time