



Arctic Development  
Library

***Council For Yukon Indians - Comprehensive  
Land Claims Agreement In Principle  
Type of Study: Policy Material/related  
Library Land Claims Information, Yukon  
Date of Report: 1989  
Author: Canada - Indian And Northern  
Affairs  
Catalogue Number: 10-4-1***

10-4-1  
CS

COMPREHENSIVE LAND CLAIM  
AGREEMENT IN PRINCIPLE  
BETWEEN  
THE GOVERNMENT OF CANADA,  
THE COUNCIL FOR YUKON INDIANS  
**AND**  
GOVERNMENT OF THE YUKON

MAY 1989

Published under the authority of the  
Hon. Pierre H. Cadieux, P.C., M.P.,  
Minister of Indian Affairs and  
Northern Development,  
Ottawa, 1989.

QS-5249-000-EE-A1  
**Catalogue No. R32-87/2-1989E**  
ISBN 0-662-17147-0

Minister of Supply and Services Canada

**Cette** publication peut **aussi être obtenue**  
en **français** sous le titre:

Entente de principe sur la revendication  
territoriale **globale** du **Conseil** des Indiens  
du Yukon

COUNCIL FOR YUKON INDIANS COMPREHENSIVE CLAIM

AGREEMENT-IN-PRINCIPLE

TABLE OF CONTENTS

|  | <u>page</u><br>no. |
|--|--------------------|
| <u>GENERAL</u>   |                    |
| General Provisions . . . . .   | 1                  |
| Eligibility and Enrollment . . . . .   | 8                  |
| <u>LAND</u>  |                    |
| Reserves and Lands Set Aside . . . . .   | 14                 |
| Tenure & Management of Settlement Lands . . . . .                                  | 15                 |
| Access . . . . .   | 20                 |
| Expropriation . . . . .  | 30                 |
| Surface Rights Board . . . . .   | 33                 |
| Land Quantum . . . . .   | 37                 |
| Land Use Planning .0 . . . .0 . . . .00 . . .0 . . . .0 .000 . . . .               | 41                 |
| Development Assessment . . . . .   | 45                 |
| Heritage . . . . .   | 50                 |
| Definition of Boundaries and Measurement of Areas<br>of Settlement Lands . . . . . | 54                 |
| <u>RENEWABLE RESOURCES</u>   |                    |
| Fish and Wildlife Conservation and Use . . . . .                                   | 62                 |
| Forestry in the Yukon . . . . .  | 86                 |
| <u>FINANCIAL</u>   |                    |
| Financial Compensation . . . . .   | 90                 |
| Taxation . . . . .   | 96                 |
| Taxation of Settlement Lands . . . . .   | 109                |
| Economic Development Measures . . . . .  | 113                |
| Resource Royalty Sharing . . . . .   | 119                |
| <u>GOVERNMENT</u>  |                    |
| Yukon Indian Self-Government . . . . .   | 122                |
| <u>OTHER</u>   |                    |
| Transboundary Claims . . . . .   | 129                |
| Implementation . . . . .   | 130                |
| Training for Settlement Implementation . . . . .                                   | 133                |
| Dispute Resolution . . . . .   | 135                |
| Appendix A - Yukon Fish and Wildlife<br>Enhancement Trust . . . . .                | 139                |

SUB-AGREEMENT ON GENERAL PROVISIONS

1.0 Definitions

1.1 The definitions stated in this Sub-Agreement apply in this Sub-Agreement and in all other Sub-Agreements.

1.2 The definitions stated in any other Sub-Agreement only apply in that Sub-Agreement.

(Note: prior to signature the Agreement-in-Principle will be reviewed to ensure that definitions in other Sub-Agreements which ought to be in this Sub-Agreement are moved.)

1.3 "Government" means the Government of Canada or the Government of the Yukon, or both of them, depending upon which government or governments have responsibility from time to time for the matters in question.

1.4 "Laws of General Application" means all federal, territorial and municipal Legislation, in force from time to time in the Yukon, except Settlement Legislation.

1.5 "Legislation" includes acts, ordinances, regulations, orders-in-council and bylaws.

1.6 "Mines and Minerals" shall be defined in the Umbrella Final Agreement.


1.7 "Minister" means the Minister or Ministers of Government charged by Legislation with the responsibility for the exercise of powers in relation to the matter in question.

1.8 "Non-Settlement Lands" means all lands and waters including the Subsurface in the Yukon Territory other than Settlement Lands.

1.9 "Settlement Agreements" means Yukon First Nation Final Agreements, the Umbrella Final Agreement and Transboundary Agreements.

1.10 "Settlement Lands" means Category A Settlement Lands, Category B Settlement Lands and Fee Simple Settlement Lands as defined in the Sub-Agreement on Tenure and Management of Settlement Lands.

1.11 "Settlement Legislation" means the act of Parliament and the ordinance of the Yukon Legislative Assembly

VM  
RUS  


which approve and give effect to the Umbrella Final Agreement.

- 1.12 "Subsurface" means all Mines and Minerals, whether solid, liquid or gaseous, that may be found to exist within, upon or under lands .
- 1.13 "Traditional Territory" means, with respect to each Yukon First Nation, the geographic area within the Yukon identified as its Traditional Territory on the map referred to in paragraph 7.1.
- 1.14 "Transboundary Agreements" means those agreements appended to a Yukon First Nation Final Agreement with respect to:
- 1.14.1 any aboriginal claims in that Yukon First Nation's Traditional Territory by the Kaska Dena Council, Tahltan Tribal Council and Taku River Tlingits of British Columbia and the Dene/Metis of the Northwest Territories;
- 1.14.2 any aboriginal claims in the Northwest Territories or British Columbia by Yukon Indian People;
- 1.15 "Umbrella Final Agreement" means a final land claim agreement for the Yukon that sets out the provisions which are applicable to all Yukon First Nations and that is binding on any Yukon First Nation that has ratified a Yukon First Nation Final Agreement.
- 1.15 "Yukon First Nations" means the following bands:
- Carcross - Tagish Indian Band  
Champagne/Aishihik Indian Band  
Dawson Indian Band  
Kluane Tribal Council  
Kwanlin Dun Indian Band  
Liard Indian Band  
Little Salmon-Carmacks Indian Band  
Na-Cho Ny' ak-Dun Indian Band  
Old Crow Indian Band  
Ross River Indian Band  
Selkirk Indian Band  
Ta'an Dun Council  
Teslin Indian Band
- 1.17 "Yukon First Nation Designated Organization" means a corporation established, under Laws of General Application with such special provisions as may be set out in each Yukon First Nation Final Agreement.
- 1.13 "Yukon First Nation Final Agreement" means a final land claim agreement for a Yukon First Nation that sets out the provisions specific to that Yukon First

VM  
BWS  
[Signature]

Nation and that is ratified in the manner provided in such agreement.

1.19 "Yukon Indian People" means persons eligible to be enrolled as such under one of the Yukon First Nation Final Agreements in accordance with criteria established in the Sub-Agreement on Eligibility and Enrollment.

## 2.0 The Agreement-in-Principle

2.1 The Sub-Agreements comprising this Agreement-in-Principle shall be read together and interpreted as one agreement.

2.2 Nothing in this Agreement-in-Principle imposes a legal obligation on any party to this Agreement-in-Principle.

2.3 Based upon this Agreement-in-Principle, the parties hereto shall begin as soon as possible to negotiate Settlement Agreements.

## 3.0 Settlement Agreements

3.1 Settlement Agreements shall be land claims agreements within the meaning of section 35 of the Constitution Act, 1982.

3.2 Subject to Article 4.0 and paragraph 7.3, the Settlement Agreements shall not affect:

3.2.1 any aboriginal rights or interests, if any, of the Yukon First Nations claimed in British Columbia and the Northwest Territories;

3.2.2 the identity of Yukon Indian People as an aboriginal people of Canada and their ability to participate in, or benefit from, any existing or future constitutional rights for aboriginal people that may be applicable to them; and

3.2.3 the rights of Yukon Indian People as Canadian citizens and their entitlement to all of the rights, benefits and protections of other citizens applicable from time to time.

3.3 Nothing in the Settlement Agreements shall affect the ability of Yukon Indian People to participate and benefit from Government programs for status Indians, non-status Indians or native people, as the case may be. Benefits under such programs shall be determined by the general criteria for such programs established from time to time. Programs which apply to Yukon Indian People residing on lands reserved by notation

VM  
BLS  
/

shall not cease only by reason the lands become Settlement Lands pursuant to a Yukon First Nation Final Agreement.

- 3.4 Except as provided in the Sub-Agreement on Taxation, nothing in the Settlement Agreements shall affect the status of Yukon Indian People under the Indian Act.

#### Ratification

- 3.5 Approvals of Settlement Agreements by Government and Yukon First Nations, in accordance with the process for ratification set out in each agreement, shall be conditions precedent to the validity of that agreement, and in the absence of approval by either, the agreement shall be null and void and of no effect.

#### Settlement Legislation

- 3.6 Upon ratification of the Umbrella Final Agreement, and upon ratification of a Yukon First Nation Final Agreement, Canada shall recommend to Parliament, and Yukon shall recommend to the Yukon Legislative Assembly Settlement Legislation.
- 3.7 Government shall consult:
- 3.7.1 Yukon First Nations during the drafting of Settlement Legislation; and
- 3.7.2 each Yukon First Nation during the drafting of orders-in-council to approve and give effect to its Final Agreement.

#### Amendment

- 3.8 Except where expressly provided otherwise, Yukon First Nation Final Agreements and the Umbrella Final Agreement shall provide for an amending formula which will establish that these agreements may be amended only by consent of the parties to these agreements.

#### General

- 3.9 Except as provided in Transboundary Agreements, nothing in the Settlement Agreements shall be construed to affect, recognize or provide any rights under Section 35 of the Constitution Act, 1982 for any aboriginal peoples other than Yukon Indian People.
- 3.10 Notwithstanding any other provision of the Settlement Agreements, Government shall not be required to disclose any information that it is required or entitled to withhold under any Legislation relating to access to information. Where Government has a discretion to disclose any information, it shall take

VM  
BGS  
ar



into account the objects of the Settlement Agreements in exercising that discretion.

3.11 There shall not be any presumption that doubtful expressions in the Agreement-in-Principle or in Settlement Agreements be resolved in favour of Government, Council for Yukon Indians, Yukon First Nations, or the Yukon Indian People.

3.12 Settlement Agreements shall be the entire agreement between the parties thereto and there shall be no representation, warranty, collateral agreement or condition affecting these agreements except as expressed in them.

#### 4.0 Certainty

4.1 Each Yukon First Nation and the Yukon Indian People it represents, their heirs, descendants and successors, shall cede, release and surrender to Her Majesty the Queen in Right of Canada, all their aboriginal claims, rights, titles and interests, if any:

4.1.1 in and to all Non-Settlement Lands and all other lands and waters including the Subsurface within the sovereignty or jurisdiction of Canada, except the Northwest Territories, British Columbia and Settlement Lands;

4.1.2 in and to the Subsurface in respect of all Settlement Lands;

4.1.3 in and to all Fee Simple Settlement Lands;

4.1.4 to the extent such aboriginal claims, rights, titles and interests are inconsistent with any provisions of the Settlement Agreements, in and to all Category A Settlement Lands and Category B Settlement Lands and waters therein.

4.2 Each Yukon First Nation and the Yukon Indian People it represents, their heirs, descendants and successors, shall not assert any cause of action, action for declaration, claim or demand of whatever kind or nature, which they ever had, now have, or may hereafter have against Her Majesty the Queen in Right of Canada, the Government of any territory or province, or any person based on:

4.2.1 any aboriginal claim, right, title or interest ceded, released and surrendered pursuant to paragraph 4.1; or

VM  
ROS  
W

4 .2.2 any aboriginal claim, right, title or interest in and to SettlerLent Lands, lost or surrendered whether in the past, present and future.

#### 5.0 Interpretation

5.1 Subject to paragraph 5.2, all Laws of General Application shall apply to Settlement Lands and persons or entities on Settlement Lands.

5.2 The Settlement Legislation shall provide that, where there is inconsistency or conflict between either Settlement Legislation or Settlement Agreements and the provision of any Laws of General Application, the Settlement Legislation or Settlement Agreements, as the case may be, shall prevail to the extent of the inconsistency or conflict.

5.3 The Settlement Legislation shall provide that the Settlement Agreements may be examined as an aid to interpretation where there is any doubt in the meaning of the Settlement Legislation.

#### 6.0 Remedies

6.1 neither Government, the Council for Yukon Indians, Yukon First Nations, nor the Yukon Indian People shall have a claim or cause of action in the event any provision of the Settlement Agreements or the Settlement Legislation is invalid.

6.2 Neither Government nor the Yukon Indian People shall challenge the validity of any provision of the Settlement Agreements or the Settlement Legislation.

6.3 If any provision of the Settlement Agreements or the Settlement Legislation is found by a court of competent jurisdiction to be invalid, the parties thereto shall make best efforts to amend that agreement or the Settlement Legislation to remedy the invalidity or replace the invalid provision.

#### 7.0 Internal Overlap and **Transboundary** Agreements

7.1 Prior to ratification of this Agreement-in-Principle by Government, each Yukon First Nation shall provide a map at a scale no smaller than 1:500,000 delineating its Traditional Territory within the Yukon.

7.2 Before a Yukon First nation Final Agreement can be enacted, all overlapping claims, rights, title and interests, if any, of other Yukon First Nations within its Traditional Territory as delineated pursuant to paragraph 7.1 must be resolved.

VM  
KCS

AM

- 7.3 Transboundary Agreements in respect of the overlapping interests between Yukon First Nations and the Dene/Metis of the Northwest Territories, and between Yukon First Nations and the Kaska Dena Council, Tahltan Tribal Council and Taku River Tlingits all of British Columbia, may be appended to the Final Agreement of any affected Yukon First Nation.
- 7.4 The Old Crow First Nation Final Agreement shall include provisions with respect to the overlapping interests of the Old Crow First Nation and the Inuvialuit.
- 7.5 If the Transboundary Agreements required pursuant to paragraph 7.3 cannot be concluded within a reasonable period of negotiation, Government may waive or modify the requirements as it deems appropriate.

8.0 Representation and Warranty

- 8.1 Each Yukon First Nation shall represent and warrant to Government that it represents all Yukon Indian People who may have any aboriginal claims, rights, titles or interests in or to its Traditional Territory and shall indemnify and forever save harmless Her Majesty the Queen in Right of Canada from and against all suits and actions, causes of action, claims, demands, and damages, whether known or unknown, by Yukon Indian People.

VM  
BWS  
W

FINAL DRAFT #30  
OCTOBER 5, 1988

SUB-AGREEMENT ON ELIGIBILITY AND ENROLLMENT

1.0 Definitions

- 1.1 "Adopted Child" means a Person who, while a Minor, is adopted pursuant to laws relating to adoption in any of the provinces or territories of Canada or pursuant to aboriginal customs.
- 1.2 "Minor" means a Person who has not yet reached the age of majority as determined from time to time by the laws of the Yukon Territory.
- 1.3 "Ordinarily Resident" means a Person who lived the majority of his life in the Yukon Territory. In making such determination, absences from the Yukon Territory for reasons of travel, education, medical treatment, military service, or incarceration, shall not be taken into account.
- 1.4 "Person" means only a natural person.

2.0 Eligibility Criteria

- 2.1 Yukon Indian People are best able to determine who should be eligible under a Yukon First Nation's Final Agreement, but there should also be objective criteria by which eligibility may be determined.
- 2.2 Persons shall be eligible for enrollment as Yukon Indian People under one of the Yukon First Nation Final Agreements if such Persons are Canadian citizens and:
- 2.2.1 produce evidence that they are of 25% or more Indian ancestry and were Ordinarily Resident in the Yukon Territory between January 1, 1800 and January 1, 1940, or can demonstrate to the satisfaction of the Enrollment Commission that they are of Indian ancestry; or
- 2.2.2 are a direct lineal descendant, legitimate or illegitimate, and notwithstanding any intervening adoption, of a Person living or deceased eligible under sub-paragraph 2.2.1; or
- 2.2.3 are an Adopted Child of a Person living or deceased eligible under sub-paragraphs 2.2.1 Or 2.2.2; or
- 2.2.4 are a direct lineal descendant legitimate or illegitimate, and notwithstanding any
- VM*  
*de*  
*hws*

intervening adoption, of a Person living or deceased eligible under sub-paragraph 2.2.3; or

2.2.5 are, upon application to the Enrollment Commission by a Yukon First Nation, determined by the Enrollment Commission in its discretion, and upon consideration of all relevant circumstances, to have a sufficient affiliation with the Yukon First Nation so as to justify enrollment. This sub-paragraph may be acted on for a period of 5 years after the date of Settlement Legislation.

2.3 All Persons eligible for enrollment as Yukon Indian People pursuant to paragraph 2.2 shall be enrolled under and entitled to benefits under one, and no more than one, Yukon First Nation Final Agreement.

2.4 Where a Person is eligible for enrollment under more than one Yukon First Nation Final Agreement, the final decision as to in which Yukon First Nation the Person is enrolled shall be made by the Enrollment Commission taking into account the wishes of the Person and the possible Yukon First Nations.

2.5 Membership of Persons in a Yukon Indian Band does not necessarily result in eligibility for enrollment as Yukon Indian People under the appropriate Yukon First Nation's Final Agreement.

### 3.0 Adoptions

3.1 The Government and Enrollment Committees shall work together to ensure that adoptive parents of children eligible for enrollment as Yukon Indian People under a Yukon First Nation Final Agreement are made aware of their adopted child's eligibility and to ensure that such children are enrolled as Yukon Indian People.

### 4.0 Other Settlements

4.1 Any Persons who are enrolled in any other aboriginal land claim settlement in Canada shall not be enrolled as Yukon Indian People under any Yukon First Nation Final Agreement.

4.2 In the event that any Persons who are enrolled as Yukon Indian People under a Yukon First Nation Final Agreement become enrolled under another aboriginal land claims settlement in Canada, they shall thereupon cease to be enrolled as Yukon Indian People under a Yukon First Nation Final Agreement.

4.3 Notwithstanding paragraphs 4.1 and 4.2, Minors who are enrolled under any other aboriginal land claim

JM  
BOS

settlement in Canada, and who are eligible for enrollment as Yukon Indian People under a Yukon First Nation Final Agreement, may elect to be enrolled as Yukon Indian People under the Yukon First Nation Final Agreement, provided such election takes place within two years of such Minor attaining the age of majority, whereupon such Minor shall cease to be enrolled under the other settlement.

## 5.0 Enrollment Committees

- 5.1 Upon ratification of this Agreement-in-Principle, Government shall endeavour to establish with each Yukon First Nation an Enrollment Committee composed of no more than five members of the appropriate Yukon First Nation. The Persons selected by the Yukon First Nation shall be confirmed by the Enrollment Commission established pursuant to Article 6.0.
- 5.2 Each Enrollment Committee shall have the following duties and functions:
- 5.2.1 to establish its own procedures;
  - 5.2.2 to publish its own procedures to publicize and provide information in respect of the enrollment process to members of the Yukon First Nation;
  - 5.2.3 to work with the Enrollment Commission in reviewing, updating and amending existing Yukon First Nation enrollment lists of that Yukon First Nation;
  - 5.2.4 to supply application forms to any Person wishing to apply for enrollment;
  - 5.2.5 to prepare an initial list of all Persons who, in its opinion, are entitled to be enrolled as Yukon Indian People in accordance with paragraph 2.2;
  - 5.2.6 to provide to the Enrollment Commission its initial list of Persons proposed to be enrolled together with relevant information and documentation, on or before a date to be agreed upon with the Enrollment Commission, and thereafter to provide any amendments thereto;
  - 5.2.7 to maintain the enrollment list for that Yukon First Nation when the Enrollment Commission ceases to exist;

VM  
BOS

5 .2.8 to prepare a list of the names of all applicants who have been refused inclusion on the list of Persons proposed to be enrolled and to forward that list together with all relevant information and documentation to the Enrollment Commission, and thereafter to provide any amendments thereto;

5.2.9 to forward to the Enrollment Commission applications which, in its opinion, should be considered by another Enrollment Committee.

5.3 In the event a Yukon First Nation does not establish an Enrollment Committee within six months of the date of Settlement Legislation, or an Enrollment Committee has not carried out its duties and functions as set out in paragraph 5.2 for a period of three consecutive months, the Enrollment Commission may exercise any or all of the duties and functions of the Enrollment Committee.

5.4 Reasonable out of pocket expenses incurred by Enrollment Committees shall be reimbursed for a three year period by the Enrollment Commission in accordance with standards set by the Enrollment Commission.

## 6.0 Enrollment Commission

6.1 Upon ratification of this Agreement-in-Principle, an Enrollment Commission shall be established for a period of five years and shall be comprised of:

6.1.1 one Person nominated by the Council for Yukon Indians and an alternate to act in the absence of the Person so nominated;

6.1.2 one Person nominated jointly by the Government of Canada and the Government of the Yukon and an alternate to act in the absence of the Person so nominated;

6.1.3 one Person nominated by the two members mentioned above and an alternate to act in the absence of the Person so nominated.

The Minister shall appoint all Persons so nominated.

6.2 The Enrollment Commission shall have the following powers:

6.2.1 to establish generally its own procedures and standards of evidence in accordance with the principles of natural justice;

*JM*  
*ca*  
*1985*

- 6.2.2 to establish procedures in respect of appeals from decisions of Enrollment Committees respecting enrollment;
  - 6.2.3 to direct and compel the production of documents and the attendance of witnesses with the exception of **Ministers of the Crown** as provided to a **Board of Inquiry** under the Yukon Public Inquiries Act;
  - 6.2.4 to authorize expenditure of such funds as may be allocated to it for the carrying out of its functions and responsibilities.
  - 6.2.5 all other powers necessary or incidental to the exercise of the powers as hereinabove set forth.
- 6.3 The Enrollment Commission shall have the following duties and functions:
- 6.3.1 to assist Enrollment Committees in carrying out their duties and functions;
  - 6.3.2 to prepare and provide such information and forms as may be necessary to facilitate enrollment through Enrollment Committees;
  - 6.3.3 to refer to the appropriate Enrollment Committee those applications for enrollment which are submitted directly to the Enrollment Commission by individual applicants and those applications which appear to have been made to an inappropriate Enrollment Committee;
  - 6.3.4 to prepare, certify, publish and advertise official enrollment lists;
  - 6.3.5 to enter on the official enrollment lists the names of those Persons who, in the opinion of an Enrollment Committee are entitled to be enrolled, as Yukon Indian People, provided that all Persons named are determined to be in fact eligible for enrollment by the Enrollment Commission in accordance with paragraph 2.2;
  - 6.3.6 to hear and determine any appeal initiated by an applicant arising from any decision of an Enrollment Committee with respect to enrollment and to provide such remedy or remedies as the Enrollment Commission in its absolute discretion deems appropriate;
  - 6.3.7 to notify the applicant, the Governments of Canada and the Yukon and affected Yukon First Nations and Enrollment Committees of additions

VM  
 a  
 BWS



to or deletions from official enrollment lists as a result of decisions made by the Enrollment Commission pursuant to sub-paragraphs 6.3.5 or 6.3.6;

- 6.3.8 the exercise of such other duties and functions as are necessary or incidental to the exercise of the duties and functions as hereinabove set forth.
- 6.4 All decisions of the Enrollment Commission shall be final and binding, provided however that an appeal by an applicant, a Yukon First Nation, the Council for Yukon Indians or the Governments of Canada or the Yukon shall lie to the Supreme Court of the Yukon in respect of a decision rendered by the Enrollment Commission pursuant to sub-paragraphs 6.3.5 or 6.3.6.
- 6.5 Any decision or order of the Enrollment Commission shall be enforceable in like manner as an order of the Supreme Court of the Yukon.
- 6.6 The Enrollment Commission shall be an independent body, operating at arm's length from the parties to the Settlement Agreements.
- 6.7 The Enrollment Commission shall prepare an annual budget in respect of its operations and for the expenses of the Enrollment Committees and shall submit the budget to the Government of Canada for approval. The Government of Canada shall pay the approved expenses.

FINAL DRAFT #30  
OCTOBER 5, 1988

SUB-AGREEMENT ON RESERVES AND LANDS SET ASIDE

1.0 "Reserves" means lands in the Yukon reserved for the use and benefit of Yukon Indian People within the meaning of the Indian Act including:

| <u>YUKON FIRST NATION (BAND)</u> | <u>NAME OF RESERVE</u> |
|----------------------------------|------------------------|
| 1. Carcross-Tagish               | Carcross #4            |
| 2. Kwanlin Dun/Ta'an Dun         | Lake Laberge #1        |
| 3. Na-Cho Ny'a'k Dun             | McQuesten #3           |
| 4. Dawson                        | Moosehide Creek #2     |
| 5. Teslin                        | Nisutlin #14           |
| 6. Teslin                        | Teslin #13             |

1.1 All Reserves in the Yukon shall be identified and dealt with in the Umbrella Final Agreement.

2.0 "Lands Set Aside" means lands in the Yukon identified in Yukon First Nations Final Agreements which are at present set aside by notation in the property records of the Northern Program, Department of Indian Affairs and Northern Development, for the use of the Indian and Inuit Program for Yukon Indian People.

3.0 Yukon First Nation Final Agreements shall set out which Reserves included in Article 1.0 are to be retained as Reserves and which, if any, are to be selected as Settlement Lands.

4.0 Yukon First Nation Final Agreements shall set out which Lands Set Aside are to be selected as Settlement Lands.

4.1 Lands Set Aside which contain improvements must be selected as Settlement Lands pursuant to Article 4.0.

5.0 The total area of Reserves and Lands Set Aside which will not be included in the land quantum shall not exceed 60 square miles (155.40 square kilometres) and shall be subject to distribution among Yukon First Nations and Article 5 of the Sub-Agreement on Land Quantum.

6.0 Except as provided in the Sub-Agreements on Taxation and General Provisions, the applicability of the Indian Act to lands retained as Reserves shall be defined in Yukon First Nations Final Agreements.

7.0 Any Lands Set Aside which are not selected as Settlement Lands shall have the notations by which they were set aside cancelled by the Northern Program.

FINAL DRAFT #30  
OCTOBER 5, 1988

VM

W  
BWS

SUB-AGREEMENT ON TENURE AND MANAGEMENT OF SETTLEMENT LANDS

1.0 Definitions

- 1.1 "Category A Settlement Lands", "Category B Settlement Lands" and "Fee Simple Settlement Lands" each mean the geographic area identified as such on maps appended to each Yukon First Nation Final Agreement.
- 1.2 "Parcel" means any particular portion of Settlement Lands.
- 1.3 "Public Access for Wildlife Harvesting" means a public right of access for the purpose of non-commercial Harvesting of Fish and Wildlife on the same terms and conditions as on Crown lands from time to time.
- 1.4 "Yukon First Nation Designated Organization" means with respect to each Yukon First Nation an artificial entity described in its Final Agreement having all the capacity, rights, powers and privileges of a natural person.

2.0 Settlement Lands

- 2.1 Rights to Settlement Lands shall be held for each Yukon First Nation by its Yukon First Nation Designated Organization.
- 2.2 Nothing in Settlement Agreements shall be construed as affecting aboriginal claims, rights, titles or interests, if any, in and to Settlement Lands, except to the extent that they are inconsistent with the Settlement Agreements.
- 2.3 Yukon First Nations shall have by virtue of this Sub-Agreement:
  - 2.3.1 for Category A Settlement Lands:
    - 2.3.1.1 the rights, obligations and liabilities equivalent to fee simple excluding the Subsurface; and
    - 2.3.1.2 fee simple title in the Subsurface;
  - 2.3.2 for Category B Settlement Lands:
    - 2.3.2.1 the rights, obligations and liabilities equivalent to fee simple reserving therefrom the Subsurface

*VM*  
*do*  
*BJS*

and the right to work the Subsurface; and

- 2.3.2.2 further reserving therefrom the Public Access for Wildlife Harvesting unless otherwise agreed for particular Parcels of Settlement Lands in Yukon First Nation Final Agreements.
- 2.3.3 for Fee Simple Settlement Lands, fee simple title reserving therefrom the Subsurface and the right to work the Subsurface.
- 2.4 Nothing in this Sub-Agreement constitutes an admission that aboriginal claims, rights, titles or interests can co-exist with the rights described in clauses 2.3.1.1 and 2.3.2.1.
- 2.5 Subject to the provisions of the Settlement Agreements, each Yukon First Nation Designated Organization, as owner of Settlement Lands, may exercise the following powers of management in relation to its Settlement Lands:
- 2.5.1 enact bylaws for the use of and occupation of its Settlement Lands;
- 2.5.2 develop and administer land management programs related to its Settlement Lands;
- 2.5.2 charge rent or other fees for the use and occupation of its Settlement Lands;
- 2.5.4 establish a system to record interests in its Settlement Lands.
- 2.6 Each Yukon First Nation may nominate members of boards, councils, commissions and committees concerned with land issues as provided in the Settlement Agreements.
- 2.7 Each Yukon First Nation shall register its title to Fee Simple Settlement Lands in the Land Titles Office for the Yukon Land Registration District, or its successor, as soon as practicable.
- 2.8 The Minister on his own initiative or at the request of a person or entity holding title to any Parcel of Category "B" Settlement Lands from which the Public Access for Wildlife Harvesting is reserved, may release and discharge the Public Access for Wildlife Harvesting in respect of that Parcel in whole or in part on such terms and conditions as he decides in his absolute discretion.

VM  
u  
S

- 2.9 Unless released and discharged pursuant to paragraph 2.5, an interest in Category "B" Settlement Lands from which the Public Access for Wildlife Harvesting is reserved, shall be subject to the Public Access for Wildlife Harvesting regardless of whether the lands remain Settlement Lands.
- 2.10 Settlement Lands of each Yukon First Nation shall be subject to:
- 2.10.1 rights, titles and interests therein existing at the date that each Yukon First Nation's Final Agreement comes into effect;
  - 2.10.2 licenses and permits for the use of land existing at the date that each Yukon First Nation's Final Agreement comes into effect;
  - 2.10.3 new rights-of-way identified by the parties in that Yukon First Nation's Final Agreement.
- 2.11 Settlement Lands shall include beds of only those lakes, rivers and other water bodies enclosed by Settlement Lands as identified in Yukon First Nation Final Agreements.
- 2.12 The use and ownership of water on Settlement Lands shall be determined by legislation respecting water in force from time to time.
- 2.13 Settlement Lands shall be deemed not to be lands reserved for Indians under Section 91(24) of the Constitution Act, 1867, nor reserves within the meaning of the Indian Act.
- 2.14 Government shall have no obligations or liabilities in respect of Settlement Lands or in respect of any dealings with Settlement Lands by the persons or entities holding interests therein by virtue of any property interest Government may have.
- 2.15 Upon the happening of any of the following events:
- 2.15.1 the registration in the Land Titles Office for the Yukon Land Registration District or its successor, of any interest in a Parcel of Settlement Lands, less than a fee simple interest;
  - 2.15.2 the expropriation of any interest in a Parcel of Settlement Lands, less than a fee simple interest;
  - 2.15.3 the granting of any interest in a Parcel of Settlement Lands less than a fee simple interest to any person not shown on the

VM  
W  
hps

Official Enrollment List for that Yukon First Nation;

each Yukon First Nation and the Yukon Indian People it represents shall be deemed to have ceded, released and surrendered to Her Majesty the Queen in Right of Canada their aboriginal claims, rights, titles and interest, if any, to the extent necessary to give effect to that interest in such Parcel of Settlement Lands.

2.16 Each Yukon First Nation and the Yukon Indian People it represents shall be deemed to have ceded, released and surrendered to Her Majesty the Queen in Right of Canada all their aboriginal claims, rights, titles and interests, if any, in and to any Parcel of Settlement Lands upon the happening of any of the following events:

2.16.1 the registration in the Land Titles Office for the Yukon Land Registration District or its successor, of a fee simple interest in that Parcel of Settlement Lands;

2.16.2 the expropriation of a fee simple interest in that Parcel of Settlement Lands;

2.16.3 the granting of a fee simple interest in that Parcel of Settlement Lands;

thereafter the Yukon First Nation shall be deemed to have been granted immediately before the happening of the event:

2.16.4 for that Parcel, if Category "A" Settlement Lands, fee simple title to the surface:

2.16.5 for that Parcel, if Category "B" Settlement Lands:

2.16.5.1 fee simple title reserving therefrom the Subsurface and the right to work the Subsurface; and

2.16.5.2 further reserving therefrom the Public Access for Wildlife Harvesting if the same was actually reserved from that Parcel immediately before the event.

2.17 At the option of the Yukon First Nation Designated Organization, lands which are or were subject to the operation of paragraph 2.16 in respect of which a Yukon First Nation Designated Organization re-acquires the fee simple including or excluding the subsurface shall become Settlement Lands subject to the

VM  
W  
/S

provisions of the Settlement Agreements respecting Category "A" and "B" Settlement Lands so far as they may be applicable.

- 2.18 At the option of the Yukon First Nation Designated Organization, lands held in fee simple by the Yukon First Nation Designated Organization which were previously Fee Simple Settlement Lands shall become Fee Simple Settlement Lands.
- 2.19 Where any Parcel of Settlement Lands, other than Fee Simple Settlement Lands, is registered in the Land Titles Office for the Yukon Land Registration District and is free and clear of any registrations by any Person other than the Yukon First Nation Designated Organization, the Yukon First Nation Designated Organization may cause that Parcel to be de-registered from the Land Titles Office.
- 2.20 Upon a Yukon First Nation becoming divested, either voluntarily or involuntarily, of all its interest in a Parcel of Settlement Lands, that Parcel shall cease to be Settlement Lands for all purposes.
- 2.21 So long as a Yukon First Nation has any interest in a Parcel of Settlement Lands, that Parcel shall remain Category "A" Settlement Lands, Category "B" Settlement Lands, or Fee Simple Settlement Lands, as the case may be, for all purposes, and shall not change category as a result of any change in the interests held.

### 3.0 General

- 3.1 Nothing in this Sub-Agreement shall preclude Yukon First Nations or Yukon Indian People from acquiring or holding interests in Non-Settlement Lands.
- 3.2 Prior to Umbrella Final Agreement the parties shall negotiate the administrative procedures necessary to give effect to the provisions of this Sub-Agreement and its relationship with the Yukon Land Titles system.

FINAL DRAFT #30  
OCTOBER 5, 1983

VM  
K  
SOS

SUB-AGREEMENT ON ACCESS

1.0 Definitions

- 1.1 "Community **Boundaries**" means the boundaries of all communities identified in Yukon First Nation Final Agreements.
- 1.2 "Developed" when used in conjunction with Settlement Lands means:
- 1.2.1 all Settlement Lands within Community Boundaries;
- 1.2.2 those Site Specific Settlement Lands which are eight hectares or less in size and contain a permanent structure used as a residence; and
- 1.2.3 those Settlement Lands defined or designated in the Settlement Agreements as Developed Settlement Lands.
- 1.3 "Development **Activity**" means any commercial or industrial undertaking.
- 1.4 "Highway **Corridors**" means the geographic areas of Settlement Lands identified as such on-maps appended to Yukon First Nation **Final Agreements**.
- 1.5 "Navigable **Water**" has the same meaning as in the Sub-Agreement on Definition of Boundaries and Measurement of Areas of Settlement Lands.
- 1.6 "Person" means any natural person or artificial entity capable of having rights and being subject to obligations and includes Government.
- 1.7 "**Surface** Rights Board" means the Board established pursuant to the Sub-Agreement on the Surface Rights Board.
- 1.8 "Undeveloped" when used in conjunction with Settlement Lands means all Settlement Lands other than Developed Settlement Lands.
- 1.9 "Waterfront Corridors" means the geographic areas of Settlement Lands extending landward from the boundaries of Settlement Lands where they abut Navigable Water to a depth of 30 metres or such other depth specified for special circumstances on a case by case basis in Yukon First Nation Final Agreements.

BOS  
VM  
A



2.0 General

- 2.1 Except as provided in this Sub-Agreement, access by any person to enter, cross or stay on Settlement Lands shall require the agreement of the affected Yukon First Nation Designated Organization.
- 2.2 Access to enter, cross or stay on Developed Settlement Lands, except to the extent provided in paragraph 4.8, shall be governed by Laws of **General** Application and not by the provisions of this Sub-Agreement.
- 2.3 Access to enter, cross or stay on Undeveloped Settlement Lands shall be governed by the access provisions of this Sub-Agreement.
- 2.4 Rights of public access pursuant to Article 3.0 and commercial access pursuant to Article 4.0 which do not require the agreement of the affected Yukon First Nation Designated Organization shall be subject to the following conditions:
- 2.4.1 there shall be no unnecessary damage to the lands or to improvements on the lands;
- 2.4.2 there shall be no mischief committed on the lands;
- 2.4.3 there shall be ~~no~~ significant interference with ~~the~~ ~~use~~ and ~~peaceful~~ enjoyment of the lands by the Yukon First Nation;
- 2.4.4 a user who fails to comply with the conditions in this paragraph shall be considered a trespasser; and
- 2.4.5 no fee or charge shall be payable to the affected Yukon First Nation Designated Organization.
- 2.5 Where access to Settlement Lands requires an order of the Surface **Rights** Board, the person wishing access and the Yukon **First Nation** Designated Organization shall first attempt to negotiate agreement and neither party shall apply to the Surface Rights Board unless they fail to reach agreement within a reasonable time.
- 2.6 Except as otherwise agreed between a Yukon First Nation or Yukon First Nation Designated Organization and a person exercising a right of access pursuant to a Settlement Agreement, access to Undeveloped Settlement Lands constitutes a statutory right of access. Yukon First Nations or Yukon First Nation Designated Organizations, as owners of Undeveloped

VM  
[Handwritten signature]

Settlement Lands, owe the same duty of care to persons exercising such right of access as the Crown owes to persons exercising any public rights of access to unoccupied Crown Land.

### 3.0 Public Access

#### Waterfront Corridors

- 3.1 Subject to paragraphs 3.2, 3.3, 3.4 and 3.5 the public shall have access to use the Waterfront Corridors for travel, emergency purposes, camping, sport fishing and all other forms of non-commercial recreation, without the agreement of the affected Yukon First Nation Designated Organization.
- 3.2 The uses allowed upon and the depth **of** the Waterfront Corridors may be varied in Yukon First Nation Final Agreements to accommodate special circumstances.
- 3.3 Where Settlement Lands include the beds of water bodies pursuant to paragraph 2.11 of the Sub-Agreement on Tenure and Management of Settlement Lands, the Waterfront Corridor may be eliminated if agreed in Yukon First Nation Final Agreements.
- 3.4 The uses allowed upon the Waterfront Corridors shall not be exercised when such use interferes or conflicts with the Yukon First Nation's use of traditional fishing sites specified in its :F.inal- .Agr.eement-.
- 3.5 There shall be no public hunting other than the hunting of migratory birds, on the Waterfront Corridors of Category A Settlement Lands without the prior consent of the Yukon First Nation.
- 3.6 No person using the Waterfront Corridors shall engage in any Development Activity or establish any permanent camp or structure.
- 3.7 The taking of firewood in conjunction with any of the uses permitted on the Waterfront Corridors shall also be permitted.
- 3.8 Except for damage not ordinarily incidental to the uses allowed upon the Waterfront Corridors, access to the Waterfront Corridors shall be without compensation to the affected Yukon First Nation or its Designated Organization.
- 3.9 Access for commercial recreation purposes on the Waterfront Corridors shall require the agreement of the affected Yukon First Nation Designated

VM  
BOS

Organization or, failing agreement, an order of the Surface Rights Board.

**Other Public Access**

3.10 The public shall have access, without the agreement of the affected Yukon First Nation Designated Organization, to Undeveloped Settlement Lands as follows:

3.10.1 to enter and stay on such lands for a limited time for emergency purposes;

3.10.2 to cross such lands to reach adjacent Non-Settlement Lands for non-commercial purposes if:

3.10.2.1 the access is of a casual and insignificant nature, and does not interfere with the Yukon First **Nation's** use of the land; **or**

3.10.2.2 the route used is **recognized** and was being used for such access on a regular basis, whether year round or intermittently, prior to the time each Yukon First Nation Final Agreement comes into effect, and **there is** no---significant alteration in **the** -use **of** the **route**;

3.10.3 subject to paragraph 3.11, to enter such lands and stay on such lands for all non-commercial recreational purposes.

3.11 Organized non-commercial recreation activities involving more than 15 persons on Undeveloped Settlement Lands shall require the agreement of the affected Yukon First Nation Designated Organization, or failing agreement, an order of the Surface Rights Board.

3.12 Persons conducting research for public knowledge may enter, cross and stay on Settlement Lands for the purposes of conducting such research with the agreement of the affected Yukon First Nation Designated Organization.

3.13 Category B Settlement Lands shall be subject to the Public Access for Wildlife Harvesting unless otherwise agreed in a Yukon First Nation Final Agreement or released and discharged pursuant to the Sub-Agreement on Tenure.

VM  
W  
BOS

#### 4.0 Commercial Access

- 4.1 Any person holding, as of the date each Yukon First Nation Final Agreement comes into effect, a land use permit or other right of access to or across Settlement Lands, shall retain his rights thereunder and any privileges or rights of renewal or replacement as if the lands had not become Settlement Lands.
- 4.2 Any change in the terms and conditions of a land use permit, or right of access, other than a renewal or replacement thereof after each Yukon First Nations Final Agreement comes into effect, shall require the agreement of the affected Yukon First Nation Designated Organization or, failing agreement, an order of the Surface Rights Board.
- 4.3 Any person who requires access across Undeveloped Settlement Lands to reach adjacent lands for commercial purposes has the right to do so, without the agreement of the affected Yukon First Nation Designated Organization if:
- 4.3.1 the access is of a casual and insignificant nature, and does not interfere with the Yukon First **Nation's** use of the land; or
- 4.3.2 the route used is recognized and was being **used** for- such access on **a regular** basis, **whether year round or intermittently**, -prior-to the" **time** each Yukon First Nation Final Agreement comes into effect, and there is no significant alteration in the use of the route.
- 4.4 Except as provided in paragraphs 4.1, 4.2 and 4.3, access across Undeveloped Settlement Lands to reach adjacent lands for **commercial** purposes must be reasonably required and requires the agreement of the affected Yukon First Nation Designated Organization or, failing agreement, an order of the Surface Rights Board.
- 4.5 Subject only to paragraph 4.7, all Laws of General Application respecting the Subsurface shall apply to Category B Settlement Lands.
- 4.6 Any Person having a right to explore, develop, produce or transport Subsurface resources under or on Category B Settlement Lands which does not otherwise include a right of access to use Category B Settlement Lands, shall have a right of access for those purposes with the agreement of the affected Yukon First Nation

VM  
BDS

Designated Organization, or failing agreement, an order of the Surface Rights Board.

- 4.7 **Access** on Category B Settlement Lands for exploration, development, production or transportation purposes, any of which **involve** the use of heavy equipment or methods more **disruptive or** damaging to the land than hand **labour** methods, **shall** require the agreement of the affected Yukon First Nation Designated Organization or, failing agreement, an order of the Surface Rights Board.
- 4.8 Nothing in **paragraph 4.7** shall in any way restrict a **person's** right to stake, locate or otherwise establish a claim or interest or obtain a right in the Subsurface of Category B Settlement Lands pursuant to the Laws **of** General Application.
- 4.9 Any person engaged in a commercial activity shall have access for emergency purposes to Undeveloped Settlement Lands without the agreement of the affected Yukon First Nation Designated Organization.

#### 5.0 Government Access

- 5.1 Agents, employees and contractors of Government shall have the right to enter, cross and stay on Undeveloped Settlement Lands, and use natural resources incidental to such access, **to** deliver and manage Government programs, carry -out inspections- pursuant **to law, to** enforce **laws and** to undertake **public** purposes, including but not limited to the necessary alterations of lands/watercourses by earthmoving for the purpose **of** routine and emergency maintenance required for transportation corridors, without the agreement of the affected Yukon First Nation Designated Organization. Government shall give prior notice to the affected Yukon First Nation Designated Organization whenever reasonable and practicable to do so.
- 5.2 The rights of Government access referred to in paragraph 5.1 shall be subject to the following conditions:
- 5.2.1 there shall be no mischief committed on the lands;
- 5.2.2 Government shall be liable for any significant damage to the lands; and
- 5.2.3 no fee or **charge** shall be **payable** to the affected Yukon First **Nation** Designated Organization.

VIM  
AW  
HDS

- 5.3 If Government requires the continuous use or occupancy of Undeveloped Settlement Lands for more than 120 days, such use or occupancy shall require the agreement of the affected Yukon First Nation Designated Organization or, failing agreement, an order of the Surface Rights Board.
- 5.4 In addition to access provided by paragraph 5.1, and without limiting the authority of the Department of National Defence to enter on lands in accordance with Legislation, the Department of National Defence shall have access to Undeveloped Settlement Lands for military **manoeuvres** but only after negotiating an agreement with the affected Yukon First Nation with respect to contact persons, areas, timing, environment protection, protection of wildlife and habitat, land use rent, and compensation for damages caused to Settlement Lands and other property. If an agreement is not reached, the parties may refer the matter of the terms of the agreement to the Surface Rights Board.
- 5.5 Government shall give reasonable advance notice of military exercises or operations to local inhabitants of any area to be affected.

#### 6.0 Highway Corridors

- 6.1 Government shall have access to use the Highway Corridors for public purposes including but not limited to **transportation, communications, transmission lines, pipelines, airfields, airports,** public works and buildings without the agreement of the affected Yukon First Nation Designated Organization.
- 6.2 The width and location of Highway Corridors shall be determined on a case by case basis and specified in Yukon First Nation Final Agreements.
- 6.3 Government shall give reasonable notice to the affected Yukon First Nation Designated Organization before exercising its access rights to Highway Corridors.
- 6.4 Government shall compensate the affected Yukon First Nation Designated Organization for any damage to Settlement Lands or interference with the use of Settlement Lands by Yukon First Nations, resulting from **exercise** of its access **rights to use Highway Corridors.**

VM  
W  
BDS

6.5 Compensation may be paid in land, money or such other forms as Government and each Yukon First Nation may negotiate in each Yukon First Nation Final Agreement.

6.6 Any disputes over compensation shall be referred to the Surface Rights Board.

#### 7.0 Quarries

7.1 Sites within Settlement Lands for the supply of sand, gravel, clay and other construction materials required for road construction and maintenance, and other public works, shall be identified by Government within one year of each Yukon First Nation Final Agreement and the use of such sites and materials shall not require the agreement of or compensation to the affected Yukon First Nation Designated Organization.

7.2 Yukon First Nation Designated Organizations shall allow sand, gravel, clay and other construction materials to be removed from sites on Settlement Lands which have not been identified pursuant to paragraph 7.1 and used for public purposes, if no alternative site is available in the surrounding area and upon such reasonable terms and conditions as may be agreed including fair and reasonable compensation for any such material use.

7.3 If the Yukon First Nation Designated Organization and the party wishing to use such materials do not **reach** agreement within a reasonable time under paragraph 7.2, either party may refer the matter to the Surface Rights Board.

7.4 Immediately upon termination of the use of the sites identified pursuant to paragraphs 7.1 and 7.2, if required by the affected Yukon First Nation Designated Organization, the party using the site shall ensure that restoration work is undertaken in accordance with commonly accepted land use standards and procedures including, as appropriate, clean up, drainage and erosion **control, recontouring**, overburden replacement and revegetation, so that the site will blend in with local landscape and vegetation.

#### 8.0 Flooding Rights

8.1 Settlement Lands that abut water bodies and waterways may be subject to rights for future flooding caused by hydroelectric projects.

8.2 The nature and extent of the flooding rights and the parts of Settlement Lands subject to such rights shall be set out in each Yukon First Nation Final Agreement.

8.3 Provisions for compensation for damage or loss caused by flooding to any improvements, existing at the time the Yukon First Nation **Final** Agreement comes into effect, within the specified areas of Settlement Lands, shall be included in each Yukon First Nation Final Agreement.

#### 9.0 Registered Trapping Areas

9.1 All rights and privileges associated with registered trapping areas on Settlement Lands, including the right of reasonable access without the agreement of the affected Yukon First Nation Designated Organization, shall continue in full force and effect in accordance with the Laws of General Application.

#### 10.0 Outfitting Concessions

10.1 Where Settlement Lands include any portion of an outfitting area, the outfitter holding the outfitting concession for such area shall have the right to use those Settlement Lands within his outfitting area for reasonable access to the balance of the outfitting area outside the Settlement Lands without the agreement of the affected Yukon First Nation Designated Organization. Reasonable access shall include the right to erect temporary camps and to graze horses incidental to such access, and to travel over the land with his employees and **clients and** their equipment but shall not include the right to **hunt** thereon.

10.2 Final Land Selections shall endeavour to minimize the impact on areas of current importance to the economic viability of existing outfitting concessions.

10.3 Yukon First Nations whose final land selections may adversely affect existing outfitting concessions shall negotiate with the outfitting concession holder to determine what reasonable terms and conditions can be established to mitigate any impact on the outfitting concession.

10.4 To the extent the impact of final land selections on existing concessions cannot be resolved through negotiations between the outfitting concession holder and a Yukon First Nation, Government will compensate the outfitting concession holder for proveable losses, as defined in the Umbrella Final Agreement, caused by any reduction in the outfitting areas described in their concession.

VM  
h  
BOS



11.0 Forest Agreements

11.1 Except as provided in the Sub-Agreement on Forestry, Settlement Lands shall be subject to existing agreements respecting forest resources.

12.0 Subsurface Interests

12.1 All Settlement Lands shall be subject to claims and leases to prospect issued pursuant to the Yukon Placer Mining Act and claims and leases issued pursuant to the Yukon Quartz Mining Act :

12.1.1 in effect at the date that each Yukon First **Nation's** Final Agreement comes into effect with respect to Category A Settlement Lands;

12.1.2 in effect from time to time with respect to Category B Settlement Lands.

Subject to the Laws of General Application, the claim and lease holders shall be entitled to develop those claims, including the rights of commercial access described in Article 4.

12.2 All Settlement Lands shall be subject to exploration agreements, oil and gas leases and oil and gas licences issued pursuant to the Canada Oil and Gas Act or the Canada Petroleum Resources Act:

12.2.1 in effect at the date that each Yukon First **Nation's** Final Agreement comes into effect with respect to Category A Settlement Lands;

12.2.2 in effect from time to time with respect to Category B Settlement Lands.

Subject to the Laws of General Application, the holders of exploration agreements, oil and gas leases, and oil and gas **licences** shall be entitled to exercise their rights thereunder, including the rights of commercial access described in Article 4.

FEDERAL DRAFT #30  
NOVEMBER 8, 1988

JM

W  
BOS

SUB-AGREEMENT ON EXPROPRIATION

1.0 Definitions

1.1 "Authority" means the Government or any entity authorized by Legislation to expropriate land or an interest in land.

2.0 Principles

2.1 The parties hereto recognize the fundamental importance of maintaining the geographic integrity of Settlement Lands.

2.2 Where possible and practicable, development requiring expropriation shall avoid Settlement Lands.

3.0 Procedures

3.1 An Authority shall negotiate with the Yukon First Nation Designated Organization the location and extent of lands to be acquired and compensation.

3.2 When agreement of the Yukon First Nation Designated Organization for an acquisition pursuant to paragraph 3.1 is not obtained, then the following procedures shall apply.

3.3 Subject to this Sub-Agreement, an Authority may expropriate Settlement Lands or an interest therein in accordance with Laws of General Application.

3.4 Any expropriation of Settlement Lands or an interest therein shall require the approval of the Governor-in-Council or the Commissioner-in-Executive-Council, as the case may be.

3.5 Notice of the intention of an Authority to seek approval under paragraph 3.4 shall be given to the affected Yukon First Nation Designated Organization by the Authority.

3.6 Compensation for the expropriated Settlement Lands or interest therein shall be:

3.6.1. lands of the Authority in the Yukon or an interest therein;

3.6.2 money;

3.6.3 other compensation;

3.6.4 any combination of the above;

VM  
AW  
BOS

as may be agreed between the affected Yukon First Nation Designated Organization and the Authority.

- 3.7 When Government is not the Authority, Government shall sell to the Authority lands which are contiguous to Settlement Lands and within the Traditional Territory of the Yukon First Nation, or an interest therein, of equivalent value, if available, and if requested by the Yukon First Nation.
- 3.8 The Surface Rights Board when acting under paragraph 5.1 of this Sub-Agreement may only consider lands of the Authority within the Traditional Territory of the Yukon First Nation.
- 3.9 Nothing in this Sub-Agreement prevents the Authority and the Yukon First Nation Designated Organization from agreeing that land or an interest in land outside of the Traditional Territory of the Yukon First Nation be part of compensation for expropriation.
- 3.10 Land provided in fee simple, including the sub-surface in exchange under this Sub-Agreement, which is within the Traditional Territory of the Yukon First Nation shall become Settlement Lands subject to the provisions of the Settlement Agreements respecting Category "A" Settlement Lands except that the surrender in respect of the land shall not be affected.
- 3.11 Land provided in fee simple, excluding the sub-surface in exchange under this Sub-Agreement, which is within the Traditional Territory of the Yukon First Nation shall become Settlement Lands subject to the provisions of the Settlement Agreements respecting Category "B" Settlement Lands except that the surrender in respect of the land shall not be affected.
- 3.12 In determining the value of the expropriated Settlement Land-s, or interest therein, for the purpose of compensation and, in determining the value of equivalent lands, the parties shall consider the matters specified in paragraph 4.1 of the Sub-Agreement on the Surface Rights Board.

#### 4.0 Public Hearings

- 4.1 Where a Yukon First Nation Designated Organization objects to an expropriation, there shall be a public hearing in respect of the location and extent of the lands to be acquired. The procedure of the public hearing shall include the following:

4.1.1 notice to the Yukon First Nation Designated Organization and the public;

4.1.2 an opportunity for the Yukon First Nation Designated Organization and the public to be heard; and

4.1.3 discretion in the holder of the hearing to award costs, including interim costs, to the Yukon First Nation Designated Organization.

4.2 Nothing in this Article is intended, to eliminate or duplicate any legislative requirement for a public hearing in respect of expropriation.

## 5.0 Disagreements

5.1 Disputes arising from expropriation, including:

5.1.1 determining whether lands or an interest therein of equivalent value to the expropriated Settlement Lands or interest therein are available;

5.1.2 determining the value of equivalent lands and expropriated Settlement Lands or interests therein for the purpose of money compensation;

5.1.3 determining what combination of land and money compensation will provide appropriate compensation;

shall be referred to the Surface Rights Board, ~~except~~ where the expropriation is pursuant to the National Energy Board Act.

5.2 Where expropriation is made pursuant to the National Energy Board Act, the process under that Act for resolving disputes shall be utilized subject to the following modifications:

5.2.1 any board, committee, panel or other body authorized to resolve the dispute shall include at least one nominee of the affected Yukon First Nation Designated Organization;

5.2.2 the person or body authorized to resolve the dispute shall value the expropriated Settlement Lands or interest therein in accordance with paragraph 3.12;

5.2.3 compensation awarded shall be in the forms permitted by this Sub-Agreement.

FINAL DRAFT #30  
OCTOBER 5, 1988

SUB-AGREEMENT ON THE SURFACE RIGHTS BOARD

1.0 General

- 1.1 No later than the date of Settlement Legislation, Government shall recommend to Parliament legislation establishing the Surface Rights Board in accordance with this Sub-Agreement.
- 1.2 The Minister shall appoint no more than 12 people to the Board, one-half of which shall be nominees of the Yukon First Nations.
- 1.3 The majority of appointees to the Board shall be residents of the Yukon.
- 1.4 The procedures of the Board shall be set out in the Legislation by which it is established provided that:
- 1.4.1 applications to the Board may be heard and decided by panels of not less than three members of the Board;
- 1.4.2 if an application involves Settlement Lands, at least one member of the panel shall be a member nominated by the Yukon First Nations;
- 1.4.3 the Board shall select a chairperson from its members.
- 1.5 The Board shall prepare an annual budget and shall submit the budget to Government for approval and funding.
- 1.6 Except as provided in paragraph 5.2 of the Sub-Agreement on Expropriation, the provisions of this Sub-Agreement do not apply to expropriations made pursuant to the National Energy Board Act.

2.0 Jurisdiction of the Board

- 2.1 The Board shall have jurisdiction to hear and determine:
- 2.1.1 disputes relating to access to privately held lands, including but not limited to Settlement Lands;
- 2.1.2 disputes between holders of surface interests in privately held lands and holders of Subsurface interests thereunder, including but not limited to Settlement Lands;

- 2.1.3 disputes arising out of expropriation of privately held lands, including but not limited to Settlement Lands.
- 2.1.4 other such matters as may be set out in the Legislation establishing the Board.

### 3.0 Powers and Responsibilities of the Board

3.1 The Board shall have the following powers and responsibilities:

- 3.1.1 to grant right of entry orders, whether or not compensation has been determined;
- 3.1.2 to attach terms and conditions to right of entry orders;
- 3.1.3 to determine compensation for access, expropriation, or use of the surface and for damage resulting from access or use of the surface, and to specify the time and method of payment thereof;
- 3.1.4 to periodically review any right of entry orders, any terms and conditions thereof, and compensation;
- 3.1.5 to amend or terminate any right of entry order;
- 3.1.6 such additional powers and responsibilities as may be set out in the Legislation establishing the Board.

3.2 Where a dispute involves Settlement Lands the Board shall have the following additional powers and responsibilities :

- 3.2.1 to prescribe rules and procedures to govern any negotiations required by the Sub-Agreements on Access and on Expropriation before which an application to the Board may be made;
- 3.2.2 to determine whether access to a particular Parcel of Settlement Lands is reasonably required;
- 3.2.3 to ensure that the route of access is least harmful to the affected Yukon First Nation while being reasonably suitable to the person wishing access;
- 3.2.4 to deny access across Settlement Lands to commercial interests on Non-Settlement Lands

where access is also practicable and reasonable across Crown lands.

**3.3** The terms and conditions attached to a right of entry order may include:

- 3.3.1 the hours and days during which access or use of the surface may be exercised;
- 3.3.2 notice requirements;
- 3.3.3 limitations on the location of use or route of access;
- 3.3.4 limitations on Persons or equipment;
- 3.3.5 restoration work;
- 3.3.6 performance bonds;
- 3.3.7 rights of inspection or verification;
- 3.3.8 such other terms and conditions as may be permitted by the Legislation establishing the Board and considered by the Board to be fair and reasonable in the circumstances.

**4.0 Compensation**

**4.1** In determining the amount of compensation for access to, use of, or expropriation of Settlement Lands, the Board may consider:

- 4.1.1 the market value of the land;
- 4.1.2 any loss of use, loss of opportunity, or interference with the use of the land by the affected Yukon First Nation;
- 4.1.3 any impact on Wildlife Harvesting;
- 4.1.4 any adverse effect upon other Settlement Lands;
- 4.1.5 any damage which may be caused to the Settlement Lands;
- 4.1.6 any nuisance, inconvenience, and noise;
- 4.1.7 any cultural or other special value of the land to the affected Yukon First Nation;
- 4.1.8 the cost associated with any inspection rights set out in a right of entry order;

VM  
M  
BDS

4.1.9 such other factors as may be permitted by the Legislation establishing the Board;

but shall not consider:

4.1.10 the reversionary value of any interest taken;

4.1.11 any entry fee payable;

4.1.12 any aboriginal claims, rights, titles, or interests surrendered as a result of expropriation.

4.2 If a right of entry order is granted before compensation is determined, the order shall provide that it may not be enforced until the Person relying upon it has paid to the affected Yukon First Nation Designated Organization an entry fee, plus 80 percent of the last compensation offer made before the dispute was referred to the Board.

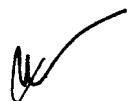
4.3 The amount of the entry fee shall be set out in the Legislation establishing the Board.

4.4 If a right of entry order is granted before compensation is determined, a hearing in respect of compensation shall be held no later than 30 days from the date of the right of entry order.

## 5.0 Mining

5.1 Sections 14, 72 and 101 through 107 inclusive of the Yukon Quartz Mining Act and section 18 of the Yukon Placer Mining Act shall be repealed by the Legislation establishing the Board.

FINAL DRAFT #30  
OCTOBER 5, 1988

  
VM  
BPS



SUB-AGREEMENT ON LAND QUANTUM

1.0 General

1.1 Land is fundamentally important in protecting and enhancing a Yukon First Nation's cultural identity, traditional values and life style, and in providing a foundation for a Yukon First Nation's self-government arrangements.

2.0 Yukon Settlement Lands Quantum

2.1 Subject to the Sub-Agreement on Reserves and Lands Set Aside, the total quantum of Settlement Lands for the requirements of all Yukon First Nations shall not exceed 16,000 square miles (41,439.81 square kilometres).

2.2 The total quantum shall contain no more than 10,000 square miles (25,899.88 square kilometres) of Category A Settlement Lands.

3.0 Regional Settlement Lands Quantum

3.1 The parties recognize that the land quantum allocation for each Yukon First Nation can only be determined in the context of the overall package of benefits provided in each Yukon First Nation Final Agreement.

3.2 Until negotiations of Yukon First Nation Final Agreements are commenced, the land quantum allocation for Yukon First Nations shall be expressed on a regional basis.

3.3 Based upon the regional quantum allocation, each Yukon First Nation's quantum of Settlement Lands shall be negotiated for all Yukon First Nations in that region prior to Government ratification of the first Yukon First Nation Final Agreement in that region.

3.4 The preliminary land quantum allocation for Yukon First Nations shall be determined on a regional basis prior to ratification of the Agreement-in-Principle.

VM  
BPS

#### 4.0 Land Selection Restrictions

- 4.1 Privately owned lands, lands subject to an agreement for sale or lands subject to a lease containing an option to purchase, are not available for selection as Settlement Lands, unless the person holding such an interest in the land consents.
- 4.2 Unless otherwise agreed to in a Yukon First Nation Final Agreement, the following lands are not available for selection as Settlement Lands:
  - 4.2.1 Except as provided in paragraph 4.1, lands under lease, subject to the lease-holder's interest.
  - 4.2.2 land occupied by or transferred to any department or agency of the federal, territorial or municipal governments;
  - 4.2.3 lands reserved by notation in the property records of Northern Program, Department of Indian Affairs and Northern Development (DIAND), except those lands reserved by notation for the Indian-Inuit Program, DIAND in favour of Yukon Indian People and except existing gravel reservations;
  - 4.2.4 highways and highway rights-of-way as defined in the Highways Act S.Y.T., 1986 as amended from time to time but in no case shall the highway right-of-way have a width greater than 100 metres.
  - 4.2.5 the border reserve constituting any lands within 30 metres of the boundary line-between the Yukon and Alaska, the Yukon and Northwest Territories, and the Yukon and British Columbia.

#### 5.0 Balanced Selection

- 5.1 To establish a balanced allocation of land resource values, the lands selected as Settlement Lands shall be representative of the nature of the lands, the geography and the resource potential within a Yukon First Nation's Traditional Territory, and the balance may vary between Yukon First Nations selections in order to address their particular needs.
- 5.2 The selection of Sites Specific will not be solely restricted to traditional use and occupancy, but may also address other needs of Yukon First Nations.

VM  
WAS

- 5.3 The sizes of Sites Specific may vary depending on the geography and needs of individual Yukon First Nations.
- 5.4 Except as otherwise agreed on a case by case basis, Settlement Lands may only be selected by a Yukon First Nation within its Traditional Territory.
- 5.5. Land selections shall allow for reasonable expansion by Yukon First Nations and other Yukon communities.
- 5.6 Land selections on both sides of a major waterway or a Major Highway should be avoided, but may be considered with each Yukon First Nation on a case by case basis to ensure final land selections provide a balanced selection and reasonable access for all users.
- 5.7 Yukon First Nations may select lands to address needs including, but not limited to the following:
  - 5.7.1 hunting areas;
  - 5.7.2 fishing area;
  - 5.7.3 trapping areas;
  - 5.7.4 habitat areas and protected areas;
  - 5.7.5 gathering areas;
  - 5.7.6 historical/archaeological/spiritual areas;
  - 5.7.7 areas of residence/occupancy;
  - 5.7.8 access to water bodies and use of water bodies
  - 5.7.9 agriculture/forestry areas;
  - 5.7.10 areas of economic development potential;
  - 5.7.11 wilderness areas.
- 5.8 Settlement Lands may abut rights-of-ways of Major Highways and Roads notwithstanding any Highway Corridors that may be identified pursuant to the Sub-Agreement on Access.

VM  
W  
BDS

5.9 Settlement Lands may abut Navigable Water and non-Navigable Water notwithstanding any Waterfront Corridors that may be identified pursuant to the Sub-Agreement on Access.

FINAL DRAFT #30  
NOVEMBER 10, 1988

VM  
BDS

SUB-AGREEMENT ON LAND USE PLANNING

1.0 Objectives

- 1.1 To create a single Yukon land use planning process. outside Community Boundaries.
- 1.2 To ensure social, cultural, economic and environmental policies are applied to the management and use of land and resources in an integrated and coordinated manner.
- 1.3 To minimize actual or potential land use conflicts within both Settlement Lands and Non-Settlement Lands and between Settlement Lands and Non-Settlement Lands.
- 1.4 To include both Settlement Lands and Non-Settlement Lands in planning regions to ensure that the objectives in paragraphs 1.2 and 1.3 are achieved.
- 1.5 To respond to and implement the recommendations of approved land use plans in a timely manner.
- 1.6 To avoid duplication in the public processes established for land use planning.
- 1.7 To fully utilize the knowledge and experience of the Yukon Indian People in order to achieve effective land use planning.

2.0 Process

- 2.1 Settlement Agreements shall define the authority and responsibilities of Yukon First Nations in the land use planning process.
- 2.2 The Yukon land use planning process shall:
  - 2.2.1 allow for public participation in the development of land use plans;
  - 2.2.2 serve as a frame of reference for decisions and activities involving resource use;
  - 2.2.3 facilitate integrated resource management, including Fish, Wildlife and their habitats;
  - 2.2.4 reflect the rights, lifestyles, values and aspirations of Yukon Indian People and other residents of the Yukon;

VM  
BOS

- 2.2.5 protect and promote the well being of Yukon Indian People, Yukon communities and Yukon residents while having regard to the interests of all Canadians;
- 2.2.6 reflect the principles of balanced and sustainable development; and,
- 2.2.7 in keeping with land use planning principles, ensure that every effort will be made to **reach** decisions by consensus among the **members** of the respective planning bodies;
- 2.2.8 for the purposes of **sub-paragraph 2.2.6, balanced and sustainable development** means environmentally and economically sound development that meets the needs of the present while **having** due regard for the ability of future generations to meet their own needs.

2.3 The appropriate Yukon First Nation Final Agreements shall provide for consultation between Government and Yukon First Nations in the planning and management of new and existing National Parks and National Historic Parks .

2.4 Land use plans shall be in the form of maps or written statements or a combination of both, and shall make recommendations for the use of land and renewable and non-renewable resources in a planning region.

2.5 The determination, review and modification of the geographic boundaries of land use planning regions shall be discussed with Yukon First Nations and agreed to by Government and Yukon First Nations. In the case of a disagreement, the matter will be referred to the Minister for a decision.

2.6 Regional land use plans shall be developed by Regional Planning Commissions.

2.7 Sub-regional and district plans shall conform to the land use guidelines provided by the regional plan for the area. The process for preparing sub-regional and district plans shall conform to the general regional land use planning process.

### 3.0 Representation and Responsibilities

3.1 Settlement Agreements shall provide for regionally based Planning Commissions with a minimum one third representation by nominees of Yukon First Nations, a minimum one third representation by nominees of Government, and the final one third representation

IM  
BWS

based on the demographic ratio of Yukon Indian People to the total population in a planning region.

- 3.2 The method for determining the demographic ratio shall be defined in the Umbrella Final Agreement.
- 3.3 The majority of nominees of Yukon First Nations and of Government on the Regional Planning Commissions shall be Yukon residents with a long term familiarity with the region or regions being planned.
- 3.4 Where a planning region is subject to the terms of a Transboundary Agreement, the representation of Yukon Indian People, members of the transboundary group and of Government on Regional Planning Commissions shall be defined in the relevant Transboundary Agreement, and in any case, the proportional representation of aboriginal people and Government, not including the chairperson, shall be maintained'..
- 3.5 The representation of Yukon Indian People on any co-ordinating, advisory or management body established to facilitate land use planning and the work of Regional Planning Commissions shall be no less than one third of the total membership of the body .
- 3.6 Yukon First Nations shall have the authority and responsibility for preparing sub-regional and district. plans for Settlement Lands within their Traditional Territories, as specified in Settlement Agreements.

#### 4.0 Approval Process for Regional Land Use Plans

- 4.1 The appropriate Minister is responsible for reviewing, approving, and modifying or rejecting the land use plans developed by the Regional Planning Commissions.
- 4.2 The affected Regional Planning Commission, affected municipalities and affected Yukon First Nations shall be consulted before the Minister exercises his authority to approve, modify or reject the land use plans.
  - 4.2.1 The process for consultation with Yukon First Nations as required in paragraph 4.2 shall be determined in Yukon First Nation Final Agreements.
- 4.3 In modifying or rejecting land use plans and associated recommendations , the Ministers shall issue the reasons in writing to the Regional Planning Commission, thereby providing the Regional Planning

VM  
HOS  
M

Commission an opportunity to resubmit a land use plan for the Ministers' approval.

4.4 In order to ensure the smooth and efficient functioning of the land use planning process, the Ministers and the Yukon First Nations shall ensure that land use plans are reviewed and responded to in a reasonable period of time.

#### 5.0 Implementation

5.1 Implementation of land use plans, once approved, will be on the basis of jurisdictional responsibilities as defined in Settlement Agreements.

5.2 Settlement Agreements shall include provisions to permit effective implementation and periodic review of approved land use plans.

#### 6.0 Funding

6.1 Regional Planning Commissions shall prepare annual budgets, subject to review and approval by Government. The approved expenses of the Regional Planning Commissions shall be a charge on Government. Such budgets shall be in accordance with Government funding guidelines.



FINAL DRAFT #30  
OCTOBER 5, 1983

VM  
BRS



## SUB-AGREEMENT ON DEVELOPMENT ASSESSMENT

### 1.0 Objectives

- 1.1 To establish a development assessment process which recognizes and enhances the special relationship between Yukon Indian People and the natural environment, and which provides guaranteed and effective participation by Yukon Indian People in all facets of the process.
- 1.2 To establish a clearly defined and anticipatory process in the public forum which avoids or mitigates the negative environmental and socio-economic effects of development on Settlement Lands and Non-Settlement Lands.
- 1.3 To establish a process that, where possible, ensures complementarily, integrates, simplifies and unifies the existing environmental and socio-economic assessment processes of Government.
- 1.4 To establish a process that is clearly linked to land use planning and all other land and water management processes, avoiding and where possible reducing any overlap or redundancy in these processes.
- 1.5 To establish a process that will be timely and not unduly onerous on proponents of Development Projects or other participants and that will take account of regional interests as well as national interests.

### 2.0 Scope

- 2.1 The development assessment process shall provide for the assessment and review of the environmental and socio-economic effects of all industrial and commercial undertakings, all Government Development Projects and all Development Projects regulated by Government and any Development Projects in the Yukon which receive Government funding.
  - 2.1.1 A definition of "Development Project" shall be included in the Umbrella Final Agreement.
- 2.2 The development assessment process shall give due consideration to the rights, life styles, values and aspirations of the Yukon Indian People and other residents of the Yukon while having due regard for the interests of all Canadians.
- 2.3 A schedule of exempted classes of projects that are environmentally and socio-economically sound shall be established.

IM

✓  
HPS

2.4 To the extent possible cumulative impacts across time and geographic area shall be addressed as well as project-specific or site specific impacts.

### 3.0 General Structure

3.1 The process shall include the following steps:

3.1.1 a clearly defined entry point;

3.1.2 a project screening component to determine the significance of potential Development Project effects;

3.1.3 a formal review mechanism for Development Projects which are determined to have unknown or significant effects, or which elicit significant public concern;

3.2 The process shall provide for and make clear reference to appropriate formal monitoring and follow-up functions to ensure the effective implementation of the results of the review, including, where necessary, recommendations to the Minister, Yukon First Nation or regulatory body, to ensure compliance with the terms and conditions of development licenses and approvals issued by the Minister, Yukon First Nation or regulatory body.

3.3 The process shall be designed to ensure that the level of review is appropriate for the nature and complexity of Development Projects, including schedules outlining classes of projects and the levels of review appropriate for those classes, as well as including classes of exemptions and automatic referrals.

3.4 The process shall include formal opportunities for effective public participation in all appropriate phases of development assessment.

3.5 The composition of the bodies created under the process shall be as follows:

3.5.1 one third representatives of Yukon First Nations when the impact of the Development Project is primarily or entirely on Non-Settlement Lands;

3.5.2 two thirds representatives of Yukon First Nations when the impact of the Development Project is primarily or entirely on Settlement Lands;

3.5.3 one half representatives of Yukon First Nations when the impact of the Development Project could have a significant effect on both Settlement Lands and Non-Settlement Lands;

VM  
MS

- 3.5.4 where a proposal for a Development Project overlaps the Settlement Area and adjacent comprehensive land claim areas, representation of Yukon Indian People and the Transboundary claimant groups shall be as defined in the relevant Transboundary Agreement and in any case the proportional representation of aboriginal people and Government, not including the chairperson shall be maintained;
- 3.5.5 chairpersons shall be appointed by Government after consultation with the Yukon First Nations affected by the Development Project.
- 3.6 Government shall appoint Yukon First Nation representatives from a list of Yukon First Nation nominees that shall include at least twice the number of persons to be appointed to the screening and project review bodies as representatives of Yukon First Nations.
- 3.7 All members of the screening and project review bodies shall be free of any conflict of interest relative to the proposal for a Development Project. NO member shall be disqualified solely on the grounds of being a Yukon Indian Person.
- 3.8 Conditions under which proposals for Development Projects within the Traditional Territories of Yukon First Nations may be reviewed by bodies other than those bodies established through the development assessment process, shall be addressed in the detailed implementation plan described in Article 5 of this Sub-Agreement. In this regard, the representation of Yukon Indian People on any such bodies shall be defined in the Umbrella Final Agreement.
- 3.9 The process shall:
- 3.9.1 stipulate those courses of appeal that are available to all affected parties;
- 3.9.2 when appropriate, identify issues of compensation for dislocated or disrupted resource users and refer questions of compensation arising from Development Projects to appropriate bodies;
- 3.9.3 provide for the timely completion of all steps in a project assessment;
- 3.9.4 allow for the clear public communication of recommendations and decisions arising from assessments; and
- 3.9.5 provide that any sanctions for failure to comply with the terms and conditions of licenses and/or approvals established by Laws

of General Application shall be clearly and publicly communicated.

#### 4.0 Implementation of Results of Reviews

- 4.1 The recommendations and reports resulting from a project screening or assessment shall be forwarded to the appropriate Minister, independent regulatory agency or Yukon First Nation for consideration.
- 4.2 Recommendations may be accepted, and after clarification with the appropriate assessment body which made the recommendations, may be accepted with modifications, or rejected.
- 4.3 Written reasons, which shall be public, shall be given for all recommendations and decisions.
- 4.4 All recommendations accepted by the appropriate Minister, independent regulatory agency or Yukon First Nation shall be implemented by each department, agency or First Nation body responsible for issuing a licence, permit or other authorization in respect of the proposal for a Development Project to the extent of the jurisdiction, legislative authority and powers of each department, agency or Yukon First Nation.
- 4.5 In keeping with their respective jurisdiction, legislative authority and powers, Yukon First Nations and Government shall establish ways to take cooperative action with regard to those recommendations and decisions that pertain to Development Projects whose impacts affect both Settlement Lands and Non-Settlement Lands.
- 4.6 Subject to Settlement Agreements, Yukon First Nations' ownership of Settlement Lands confers on Yukon First Nations the right to control any development proposed for those lands and to impose additional terms and conditions on Development Projects, which terms and conditions are no less stringent than those provided for in the Laws of General Application governing development activities.

#### 5.0 Implementation

- 5.1 Detailed design of the process shall be undertaken by an implementation committee with equal representation from the Council for Yukon Indians, Government of Canada and Government of the Yukon which shall produce a detailed, proposal for the parties' consideration and submissions to appropriate Ministers and the Council for Yukon Indians.
- 5.2 The detailed design of the process shall involve a review of existing assessment mechanisms and responsibilities and shall endeavour to define coordinating mechanisms between existing review

VM  
BIS  
*[Signature]*

processes , including a clearly defined entry point, to ensure that proposals for Development Projects receive a comprehensive assessment in keeping with the objectives set out in paragraphs 1.1, 1.2, 1.3, 1.4 and 1.5.

- 5.3 Government of Canada and Government of the Yukon shall each implement the process through the introduction of appropriate Legislation within two years of enactment of Settlement Legislation. The Legislation which implements this process shall include all necessary modification to existing federal and territorial Legislation.
- 5.4 Nothing in paragraphs 5.1, 5.2, and 5.3 prevents the Government of Canada or the Government of the Yukon in consultation with Yukon First Nations from acting in the absence of an approved detailed design to improve or enhance socio-economic and environmental assessment procedures in the Yukon.
- 5.5 The parties agree to use their best efforts to reach agreement on the detailed design of the process prior to signing the Umbrella Final Agreement and, in any event, within six months of the ratification of the Umbrella Final Agreement.
- 5.6 Any boards established pursuant to this Sub-Agreement shall be established as institutions of public government.

#### 6.0 Funding

- 6.1 The costs of any boards or panels established by this Sub-Agreement shall be the responsibility of Government.
- 6.2 The implementation plan under this Sub-Agreement shall address the degree to which proponents of Development Projects shall be responsible for paying for the costs of screening, reviewing and monitoring their Development Projects.

FINAL DRAFT #30  
OCTOBER 5, 1988



SUB-AGREEMENT ON HERITAGE

1.0 Definitions

1.1 "Heritage Resources" include any works of people or nature that are primarily of scientific or cultural value for their archaeological, **paleontological**, ethnological or historic interest, including but not limited to **paleontological** resources, archaeological resources, and historic sites, structures, or objects and documentary materials.

2.0 Principles

2.1 Yukon First Nations and Government shall be equitably involved in the manner set out in this **Sub-Agreement** in the conservation and management of Yukon Indian Heritage Resources, consistent with the maintenance of the integrity of national and territorial Heritage Resources collections and programs.

2.2 I-Heritage resources in Yukon shall be managed and researched according to the following principles:

2.2.1 to ensure their protection and conservation;

2.2.2 to ensure reasonable access, except where it is agreed that the nature of the resource **and/or** special circumstances warrant restricted or limited access;

2.2.3 to facilitate the appreciation and understanding of all facets of culture and heritage in the Yukon;

2.2.4 to ensure priority to Yukon First Nation Heritage resources until a balanced and equitable basis is achieved for the protection, development and interpretation of Heritage Resources of Yukon First Nations and all other Yukon Heritage Resources;

2.2.5 to provide for appropriate public involvement;

2.2.6 to assist in the repatriation, wherever possible, of Heritage Resources originating in the Yukon which have been removed from the Yukon;

2.2.7 to identify and mitigate development impacts on Heritage Resources through integrated resource management, land use planning and a development assessment process;

- 2.2.8 to facilitate the preparation of an inventory of Yukon ethnographic resources in Government or First Nation custody, or, where appropriate, in private possession;
- 2.2.9 to establish minimal standards for the care and custody of all Heritage Resources in the Yukon; and
- 2.2.10 to establish the proper custody of documentary resources in the Yukon.
- 2.2.11 to make recommendations to the Minister and to the Yukon First Nations with respect to what facilities are required to ensure aboriginal and other heritage resources are managed, displayed and preserved in order to develop a public awareness and appreciation of Yukon heritage.
- 2.3 Yukon First Nations shall be consulted in the formulation of any Government policy and legislation on Heritage Resources in the Yukon, including policy with regard to ownership.
- 2.4 The management of Heritage Resources in National Parks in the Yukon shall be addressed in each Yukon First Nation Final Agreement.

### 3.0 Yukon Heritage Board

- 3.1 A Yukon Heritage Board composed of equal numbers of appointees of Yukon First Nations and of Government shall be established, to make recommendations for the protection and management of non-documentary Heritage Resources to the Minister.
- 3.2 The Board shall operate in the public interest and its recommendations shall reflect established and accepted standards for the management of Heritage Resources.
- 3.3 A majority of Yukon First Nation appointees and a majority of Government appointees to the Board shall be Yukon residents and, at least one half of the members appointed by Government shall be individuals with technical training or extensive experience in the field of Heritage Resource management.
- 3.4 In modifying or rejecting recommendations of the Yukon Heritage Board, the Minister shall issue reasons in writing to the Yukon Heritage Board, thereby providing the Board an opportunity to resubmit recommendations for the Minister's approval.

VM  
MBCS

#### 4.0 Special I. management Provisions

- 4.1 Yukon First Nation Final Agreements may provide for agreements regarding the establishment or designation of Territorial heritage parks or sites, national historic parks or sites, Canadian landmarks, heritage rivers, heritage routes, heritage buildings, or other special management areas, for a complex of Heritage Resources, for an extensive site, or for an area of unique cultural or heritage significance.
- 4.2 Burial sites of Yukon Indian People known to exist or discovered, on lion-Settlement Lands will be managed on the principle that access shall be restricted.
- 4.2.1 Yukon First Nation approval shall be required for access and management plans for Yukon First Nation burial sites within that First Nation's Traditional Territory in the Yukon;
- 4.2.2 The treatment Of Yukon First Nation burial sites discovered accidentally during construction projects will be the subject of consultation with, and the approval of, the appropriate Yukon First Nation;
- 4.2.3 The exhumation, reburial and scientific examination of remains from Yukon First Nation burial sites will be at the discretion of the appropriate Yukon First Nation.

#### 5.0 Documentary Resources

- 5.1 Documentary (archival) resources or public records as defined by the Archives Act will be managed pursuant to that Legislation.
- 5.2 Provisions for consultation and co-operation on the management of Yukon First Nation documentary resources will be addressed in Yukon First Nation Final Agreements.

#### 6.0 Place Names

- 6.1 Yukon First Nations shall be guaranteed equitable representation on the Yukon Geographical Names Board.
- 6.2 The Yukon Geographical Names Board shall seek the advice of Yukon First Nations on the naming and renaming of geographical features located within the boundaries of Traditional Territories, and all place names Of geographical features on Settlement Lands recommended by the Board shall be subject to the approval of the Yukon First Nation.



To the extent practicable in accordance with map production specifications of the Government of Canada, and upon the recommendation of the Yukon Geographical Names Board, Canada will undertake to reflect traditional aboriginal place names, within and in the vicinity of Settlement Lands, on revised editions of 1:50,000 and 1:250,000 scale maps of the National Topographic Series.

**Economic Opportunities**

Employment opportunities for Yukon Indian People at public sites, and other facilities related to Yukon First Nation Heritage Resources, shall be considered in Yukon First Nation Final Agreements pursuant to the Sub-Agreement on Economic Development Measures.

**Ownership**

Notwithstanding Laws of General Application, Yukon First Nations or a Yukon Indian Person who is an owner of a Heritage Resource may transfer the ownership and/or custody of the Heritage Resource to another Yukon First Nation or Yukon Indian Person.

The Minister may enter into agreements with the owners or custodians of Heritage Resources respecting the housing, protection and display of Heritage Resources.

DRAFT #3 o  
R 5, 1.988

VM  
BWS

SUB-AGREEMENT **ON** DEFINITION OF BOUNDARIES AND  
MEASUREMENT OF AREAS OF SETTLEMENT LANDS

1.0 Definitions

- 1.1 "Artificial Boundary" means a straight line or curve of prescribed radius joining points **established** on the ground by Monuments.
- 1.2 "Bed" of a body of water means the land covered so long by water as to wrest it from vegetation, or as to mark a distinct character **upon** the vegetation where it extends into the water or upon the soil itself.
- 1.3 "Major Highway" means a highway **listed** in Schedule "A" forming part of this Sub-Agreement.
- 1.4 "Monument" means any device authorized by the Surveyor General to mark a boundary in a legal survey executed under **some** statutory authority.
- 1.5 "Natural Boundary" means a boundary at any instant corresponding to the position of a designated natural feature as it exists at that instant, and the boundary position changes with the natural movements of the feature so long as those movements are gradual and imperceptible from **moment to moment**.
- 1.6 "Navigable Water" means a stream, river, lake, sea or other body of water, used or capable of being used by the public for navigation by boats, kayaks, canoes, rafts or other **small** craft, or log booms on a continuous or seasonal basis, and includes any **parts** thereof interrupted by occasional natural obstructions and portages.
- 1.7 "Offset Natural Boundary" means a sinuous boundary parallel to the sinuosities of a Natural Boundary at a prescribed perpendicular distance **from** the Natural Boundary.
- 1.8 " Ordinary High Water Mark" of a body of water means the **limit** or edge of its bed and in the case of non-tidal waters it may be called "the bank" Or "the **limit** of the bank".
- 1.9 "Road" means a Territorial Highway designated in Section 8(2) of the Highways Regulations O.I.C. 1979/79 as amended by O.I.C. 1987/100 and having a prescribed right-of-way width not exceeding 60 metres.
- 1.10 "Rural Settlement Lands" means the lands identified by the notation "R" on maps appended to each Yukon First Nation Final Agreement.

- 1.11 "Settlement Lands Committee" means a committee more particularly described in Article 3.
- 1.12 "Site Specific Settlement Lands" means the lands identified by the notation "S" on maps appended to each Yukon First Nation Final Agreement.
- 1.13 "Surveyor General" means the Surveyor General of Canada Lands appointed in the manner authorized by law or a person authorized by the Minister of Energy, Mines and Resources to carry out any or all of the duties of the Surveyor General.
- 1.14 "UTM Grid" means the Universal Transverse Mercator projection system grid lines shown on map sheets of the National Topographic Series published by the Surveys, Mapping and Remote Sensing Sector of the Department of Energy, Mines and Resources. For greater certainty, the UTM Grid datum shall be the reference datum existing at the time of compilation of each particular map sheet.

## 2.0 Administration of Surveys of Settlement Lands

- 2.1 The boundaries of Settlement Lands shall be surveyed in accordance with the instructions of the Surveyor General and dealt with by an official plan confirmed pursuant to Section 43 of the Canada Lands Surveys Act.
- 2.2 The boundaries of Conservation Areas may be shown on an administrative or explanatory plan authorized and approved by the Surveyor General pursuant to Section 45 of the Canada Lands Surveys Act without a full survey of the boundaries.
- 2.3 Standards of accuracy, techniques and specifications for the survey of Settlement Lands shall be in accordance with the Manual of Instructions for the Survey of Canada Lands and other general or specific instructions issued by the Surveyor General from time to time.
- 2.4 The Surveyor General shall have the discretion to adjust boundaries of Settlement Lands in order to reduce survey costs, subject to agreement of the Settlement Lands Committee.
- 2.5 The Surveyor General has statutory responsibility for and control over all legal surveys arising out of Settlement Agreements.
- 2.6 Government of Canada shall establish, either prior to or in conjunction with Settlement Legislation, control survey monuments along unsurveyed Major Highways and in the vicinity of Settlement Lands in order to

expedite the efficient survey of Settlement Lands. The method of establishment of and specifications for density and accuracy of control survey monuments shall be decided by the Surveys, Mapping and Remote Sensing Sector, Department of Energy, Mines and Resources.

- 2.7 Subject to paragraph 6.7, Government of Canada shall pay the full cost of surveying all Settlement Lands pursuant to paragraph 2.1, and pay the full cost of describing and depicting Special Management Areas as necessary.
- 2.8 The cost of subsequent surveys of Settlement Lands shall be the responsibility of the Yukon First Nation.
- 2.9 Final decisions and ultimate responsibility concerning survey of Settlement Lands rests with the Government of Canada and such decisions shall be taken in consultation with Government of Yukon and Council for Yukon Indians.
- 2.10 Surveys of Settlement Lands shall be effected as quickly as manpower and resources will allow.

### 3.0 Settlement Lands Committees

- 3.1 There shall be established with each Yukon First Nation, no later than one month after the signing of its Final Agreement, a Settlement Lands Committee with equal representation from each of the parties to the Yukon First Nation Final Agreement.
- 3.2 Each Settlement Lands Committee shall, in accordance with the principles described in paragraph 3.3, be responsible for:
- 3.2.1 the identification and selection of Sites Specific Settlement Lands;
- 3.2.2 determining priorities for the survey of all Settlement Lands;
- 3.2.3 indication to the Surveyor General of portions of boundaries, if any, of those Conservation Areas which should be considered for definition by survey in order to better serve the mutual interests of the Yukon First Nation and the public.
- 3.3 In determining priorities for the identification and selection of Site Specific Settlement Lands and for the survey of all Settlement Lands, the Settlement Lands Committee shall have regard to the following principles:
- 3.3.1 the priorities of the Yukon First Nation;

3.3.2 efficiency and economy;

3.3.3 the necessity to clarify boundaries because of imminent public or private development on adjacent lands;

3.4 It is the desire of the parties to this Sub-Agreement that, to the extent possible, between the date of each Yukon First Nation's Final Agreement and the actual transfer of its Settlement Lands, Yukon Indian People shall not be precluded from the use and enjoyment of Settlement Lands because rights have not yet been granted.

3.5 During the period described in paragraph 3.4,

3.5.1 each Settlement Lands Committee shall be available to receive requests relating to the use and enjoyment of Settlement Lands by Yukon Indian People;

3.5.2 each Settlement Lands Committee shall determine what action, if any, is necessary to give effect to such requests and shall recommend to the Government of Canada or Government of the Yukon, as the case may be, that it take such steps as may be appropriate;

3.5.3 Government undertakes to take such steps as may be necessary and feasible in order to give effect to the recommendations of the Settlement Lands Committee.

#### 4.0 Selection of Boundaries of Settlement Lands

4.1 Boundaries of Settlement Lands or Special Management Areas shall be:

4.1.1 Artificial Boundaries and/or;

4.1.2 Natural Boundaries, including but not limited to, Navigable Waters, non-Navigable Waters and well-defined heights of land.

4.2 The adoption of Natural Boundaries shall use the following conventions:

4.2.1 except as agreed to by the parties, Natural Boundaries of Settlement Lands along Navigable Water and non-Navigable Water shall be located on the Ordinary High Water Mark;

4.2.2 Natural Boundaries, except Natural Boundaries of bodies of water as set out in sub-paragraph 4.2.3, shall move with the various natural processes of erosion and accretion. Where an

VM  
605

offset Natural Boundary is prescribed, it is also deemed to move and vary according to this natural movement of the Natural Boundary;

4.2.3 where alteration of a natural river or lake is proposed for hydroelectric or other development purposes and such alteration affects a boundary or boundaries, any resurveys required for the proper redefinition of Settlement Lands shall be undertaken at the cost of the proponent of the development;

4.2.4 where a Natural Boundary of Settlement Lands involves a height of land, which in the opinion of the Surveyor General is not well defined and where there is a requirement to establish all or part of that boundary by field survey, the Surveyor General shall have the authority to replace the sinuosities of the height of land by a series of monumented Artificial Boundaries closely approximating its mean position.

4.3 At the time of field survey of boundaries of Settlement Lands, recognition shall be given to the map features and grid lines as shown on maps comprising an Appendix to each Yukon First Nation's Final Agreement. Each Settlement Lands Committee shall indicate and identify any critical features intended to be enclosed in any particular Settlement Lands parcel.

#### 5.0 Monumentation of Boundaries of Settlement Lands

5.1 The boundaries of Settlement Lands shall be defined by [\*Monuments placed in accordance with applicable regulations and instructions of the Surveyor General and in particular at the following locations:

5.1.1 all points of deflection of Artificial Boundaries and at intervals not exceeding 1 km and;

5.1.2 all terminal points where an Artificial Boundary intersects an Artificial Boundary or Natural Boundary, and in the case of intersection with a Natural Boundary of a body of water, the Monuments shall be set back from the Natural Boundary on the Artificial Boundary at a reasonable and safe distance from the said Natural Boundary; and

5.1.3 all intersections of Artificial Boundaries with the prescribed limits of surveyed or unsurveyed Major Highways, Roads or other

*VM*  
*ADS*

right-of-way, established on each side of the Major Highways, Roads or rights-of-way.

#### 6.0 Measurement of Areas of Settlement Lands

- 6.1 The Surveyor General shall have the discretion to adjust the boundary agreed to in each Yukon First Nation's Final Agreement in order to achieve the total land area agreed upon in such Final Agreement in accordance with paragraph 6.2.
- 6.2 The calculation of the total area of Settlement Lands for each Yukon First Nation shall commence with Community Settlement Lands and proceed in increasing parcel size to the Site Specific Settlement Lands and Rural Settlement Lands. Any adjustment of boundaries required shall be to the boundary or to those boundaries as agreed upon in the Yukon First Nation Final Agreement.
- 6.3 The areas of surveyed Settlement Lands shall be calculated using plane surveying methods.
- 6.4 The areas of larger Special Management Areas shall be computed using UTM Grid lines or lines between coordinate points as boundaries. The areas shall be computed on the map projection plane for the area and shall be transformed by calculation to the mean ground elevation for each parcel. The maps utilized shall be the most accurate maps available in the opinion of the Surveyor General.
- 6.5 The area of larger parcels of Rural Settlement Lands having numerous Natural Boundaries shall be determined by ground survey techniques or by utilizing the most accurate maps or aerial photographs available, or by any combination of the foregoing which in the opinion of the Surveyor General will give satisfactory accuracy. The areas calculated by plane survey or graphical methods or a combination of the two shall be calculated at mean ground elevation for the parcel concerned.
- 6.6 Prior to the confirmation of an official plan by the Surveyor General or the approval of an administrative or explanatory plan, written approval from the Yukon First Nation shall be obtained by the Settlement Lands Committee to ensure that the Yukon First Nation is satisfied that the parcel as surveyed conforms to the area originally selected or as modified. by the Surveyor General pursuant to paragraphs 2.4 and 6.1. The plan and a copy of the surveyor's report shall be reviewed by the Settlement Lands Committee for conformance to the original land selection before recommending it to the Yukon First Nation.

*VM  
BPS*

6.7 If the Yukon First Nation rejects the recommendation by the Settlement Lands Committee, the disagreement shall be resolved pursuant to the Sub-Agreement on Dispute Resolution, and the Surveyor General or his representative shall have standing as a party to the dispute. The resulting decision may direct that the costs of a resurvey be borne by one or more of the parties to the dispute.

6.8 After resolution of any disagreement pursuant to paragraph 6.7, the plan shall be returned directly to the Surveyor General for further processing.

## 7.0 Employment and Economic Opportunities

7.1 Where employment in surveying of Settlement Lands is generated as a direct consequence of a Yukon First Nation Final Agreement, the parties will negotiate as part of that Final Agreement, the participation of Yukon Indian People who have appropriate qualifications or experience, in such employment.

7.2 Where economic opportunities and benefits are associated with the survey of Settlement Lands as a result of Settlement Agreements, Yukon First Nations shall have access to these opportunities and benefits. Any contract issued for the survey of Settlement Lands shall contain the condition that Yukon Indian People and Yukon First Nation businesses with the necessary qualifications and experience will be given first consideration in providing technical and support services associated with the contract. A list of Yukon First Nation businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of a Yukon First Nation's Settlement Lands shall be included. with all requests for proposals, and documentary proof the Yukon First Nation's businesses and Yukon Indian People were given first consideration must form part of the contractors' proposals.

## 8.0 Training

8.1 Training Programs shall be established at the earliest possible date to assist Yukon First Nations' participation in the opportunities and benefits set out in paragraphs 7.1 and 7.2.

8.2 The full costs of development and delivery of such training programs shall be paid by Government of Canada.

FINAL DRAFT #30  
OCTOBER 5, 1988

*VM*  
*BS*



SCHEDULE "A"

to a

SUB-AGREEMENT ON DEFINITION OF BOUNDARIES AND  
MEASUREMENT OF AREAS OF YUKON FIRST NATION LANDS

1.0 "Major Highway" as defined in Article 1 of this Sub-Agreement means the following designated Territorial Highways:

- |                    |   |
|--------------------|---|
| Yukon Highway # 1  | Alaska Highway                                    |
| Yukon Highway # 2  | Klondike Highway                                  |
| Yukon Highway # 3  | Haines Road                                       |
| Yukon Highway # 4  | Campbell Highway                                  |
| Yukon Highway # 5  | Dempster Highway                                  |
| Yukon Highway # 6  | Canol Road  |
| Yukon Highway # 7  | Atlin Road  |
| Yukon Highway # 8  | Tagish Road                                       |
| Yukon Highway # 9  | Top of the World Highway (Dawson - Boundary Road) |
| Yukon Highway # 10 | Nahanni Range Road                                |
| Yukon Highway # 11 | Silver Trail                                      |
| Yukon Highway # 37 | Cassiar Road                                      |

*VM  
BWS*

SUB-AGREEMENT ON FISH AND WILDLIFE CONSERVATION AND USE

1.0 Objectives

- 1.1 To ensure Conservation is the basic principle governing the management of all Fish and Wildlife resources and their habitats.
- 1.2 To preserve and, enhance the culture, identity and values of the Yukon Indian People.
- 1.3 To ensure the equal participation of Yukon Indian People with other Yukon residents in Fish and Wildlife management processes and decisions.
- 1.4 To guarantee the rights of Yukon Indian People to Harvest and to manage renewable resources on Settlement Lands.
- 1.5 To integrate the management of all renewable resources.
- 1.6 To preserve and enhance the renewable resources economy.
- 1.7 To fully integrate the relevant knowledge and experience of both the Yukon Indian People and the scientific communities in order to achieve Conservation.
- 1.8 To develop responsibilities for renewable resource management at the community level.
- 1.9 To honour the Harvesting and Wildlife management customs of the Yukon Indian People and provide for their ongoing needs for Wildlife.
- 1.10 To deal fairly and, equitably with all Yukon residents who use Fish and Wildlife resources in the Settlement Area.

2.0 Definitions

- 2.1 "Big Game" means Alces alces including moose; Rangifer tarandus including caribou; Ovis spp. including sheep; Oreamnos americanus including goats; Ursus spp. including bear; Canis lupus including wolves; Gulo gulo including wolverines; Cervus elaphus including elk; Bison bison including bison and Odocoileus spP. including deer.

BWS  
VM

- 2.2 "Board" means the Fish and Wildlife Management Board established pursuant to paragraph 4.1 of this Sub-Agreement.
- 2.3 "Category 1 Trapline" means a trapline" designated as such pursuant to paragraph 11.2.
- 2.4 "Category 2 Trapline" means a trapline not designated as a Category 1 Trapline.
- (Note: Commercial Use did not add anything to the definition of Use).
- 2.5 "Conservation" means the management of Fish and Wildlife populations and habitats to ensure their quality, diversity and long term optimum productivity, with the primary goal of ensuring a sustainable Harvest and its proper utilization.
- 2.6 "Conservation Area" means an area designated pursuant to a Yukon First Nation Final Agreement, or pursuant to the Laws of General Application, for the protection of Fish and Wildlife and their habitats. For greater certainty, Conservation Areas include existing or future protected areas such as national wildlife areas, territorial parks and special wildlife management areas, special fisheries management areas, national parks, national historic parks, international biological program (IBP) sites, biosphere reserves, migratory bird sanctuaries, and watershed protection areas.
- 2.7 "Council" means a Renewable Resources Council established pursuant to paragraph 5.1 of this Sub-Agreement.
- 2.8 "Edible Fish or Wildlife Product" means the flesh or organs of Fish or Wildlife that are used for food by people or domestic animals.
- 2.9 "Fish" has the same meaning as in the Fisheries Act (R.S.C. 1970, ch. F-14 s.2).
- 2.10 "Forbearers" means the following species native to the Settlement Area; Castor including beaver; Alopex including white fox or arctic fox; Lutra including otter; Lynx including lynx; Martes including martens and fishers; Mustela including weasel and mink; Ondatra including muskrat; Vulpes including red, cross, black and silver fox; Gulo including wolverine; Canis including wolves and coyotes; Marmota including marmots; Tamiasciurus including red squirrel; Spermophilus including ground squirrels.

VM  
W 1/25

2.11 "Harvesting" means gathering, hunting, trapping, capturing or fishing in accordance with this Sub-Agreement.

(Note: "Minister" is defined in General Provisions)

2.12 "Migratory Game Birds" has the same meaning as in the Migratory Birds Convention Act (R.S.C. 1970, c. }1-12).

2.13 "National Park-" means lands described in the schedules to the national Parks Act (R.S.C. 1970, c. N-13) that lie within the Settlement Area.

2.14 "Non-Consumptive Use" means a use of Fish and Wildlife that does not involve Harvesting.

2.15 "Non-edible By-product" means the fur, hide, skin, antlers, horns, skeleton or other portions of Fish and Wildlife not used for food but used for other purposes including clothing, domestic or personal decoration or art.

2.16 "Salmon" means Pacific Salmon of the species Oncorhynchus nerka including sockeye and kokanee; Oncorhynchus kisutch including coho; Oncorhynchus gorbuscha including pink; Oncorhynchus keta including chum; and Oncorhynchus tshawytscha including chinook.

2.17 "Salmon Sub-committee" means a Sub-committee of the Fish and Wildlife Board established pursuant to paragraph 4.13 to deal with issues specifically related to Salmon.

2.18 "Sedentary Population" means a population of Fish or Wildlife that remain in the same geographic area all year, and that do not undertake regular migrations from one distinct geographic area to another.

2.19 "Settlement Area" means the entire Yukon Territory except to the extent precluded by the Inuvialuit Final Agreement.

2.20 "Total Allowable Catch" means the total number of Salmon of a particular species and in a particular river basin which return to Canadian waters and which in the manner established by this Sub-Agreement are deemed not to be required for Conservation as defined in paragraph 2.5 of this Sub-Agreement.

2.21 "Total Allowable Harvest" means the total number of animals of a Fish and/or Wildlife species which in the

VM  
BWS

manner established by this Sub-Agreement are deemed not to be required for Conservation as defined in paragraph 2.5 of this Sub-Agreement.

- 2.22 "Transplanted Population" means a population of a vertebrate animal that is intentionally introduced anywhere in Yukon as part of a Fish or Wildlife management program.
- 2.23 "Use" includes both Harvesting and non-consumptive activities.
- 2.24 "Wildlife" means a vertebrate animal of any species or type that is wild in the Yukon, but does not include Fish.

### 3.0 General

- 3.1 This Sub-Agreement defines the responsibilities for the management of Fish and Wildlife and their habitats, while respecting the Ministers' ultimate responsibility for Fish and Wildlife and their habitats.
- 3.2 Where not inconsistent with this Sub-Agreement, Government shall continue to have the jurisdiction to initiate programs and to enact Legislation with respect to the Settlement Area.
- 3.3 The management and Harvesting of Fish, Wildlife and their habitat shall be governed by the principle of Conservation as defined in paragraph 2.5.
- 3.4 The exercise of the rights under this Sub-Agreement is subject to Legislation enacted for reasons of Conservation, public health or public safety, in addition to any other limitations provided for in this Sub-Agreement.
- 3.5 Nothing in this or any other Sub-Agreement is intended to confer rights of ownership in any Fish or Wildlife.
- 3.6 Recognizing the present restrictions of the Migratory Birds Convention Act, Government of Canada shall make its best efforts to achieve international agreement to permit Yukon Indian People to hunt Migratory Game Birds in the spring.
- 3.7 Government shall make best efforts to amend the Game Export Act to enable the transport of Wildlife products for traditional purposes across borders within the traditional [harvesting area of each Yukon First Nation.

VM  
ASD

- 3.8 This Sub-Agreement is subject to the Migratory Birds Convention, the Porcupine Caribou Herd Management Agreement and the Pacific Salmon Treaty.
- 3.9 The rights established in Yukon First Nation Final Agreements shall not prevent Yukon residents and others from Harvesting in accordance with Legislation.
- 3.10 Nothing in this Sub-Agreement prevents any person from killing Fish and Wildlife for survival in an emergency. Any such Harvests under this paragraph shall be reported according to requirements established by the Board.
- 3.11 Nothing in this Sub-Agreement shall be construed as granting Yukon Indian People any right to buy, sell or offer for sale any migratory game bird, migratory game bird's egg or parts thereof not authorized for sale by law.
- 3.12 Conservation Areas may be established pursuant to the terms of a Yukon First Nation Final Agreement, or pursuant to the Laws of General Application.
- 3.13 Fish and Wildlife within National parks shall be managed in accordance with the National Parks Act and regulations pursuant to that Act, and in accordance with the Old Crow, Kluane and Champagne-Aishihik Final Agreements, and the Inuvialuit Final Agreement. The responsible agencies shall coordinate the management of Fish and Wildlife populations which cross the boundaries of National Parks.
- 3.14 It is intended that there not be any duplication in the public management of Fish and Wildlife.

4.0 Fish and Wildlife Management Board

- 4.1 A Fish and Wildlife Management Board shall be established as the main instrument of Fish and Wildlife management in the Settlement Area.

Composition of the Board

- 4.2 The Board shall be comprised of six appointees of Yukon First Nations and six appointees of Government, plus a chairperson. The appointment of the Yukon First Nations' representatives shall be implemented by the Minister upon the recommendation of the Yukon First Nations. The Minister shall appoint the Government representatives within 60 days of a Government vacancy.

- 4.2.1 In the event that Yukon First Nations or Government fail to appoint their

VM  
BES  
W

representatives within a reasonable time, the Board may discharge its duties with such members as have been appointed.

4.3 The Board shall determine its own procedures for selecting its chairperson and conducting its business. The Minister shall appoint the chairperson selected by the Board.

4.3.1 In the event that the Board fails to select a chairperson within 60 days of the position being vacant, the Minister shall appoint a chairperson after consultation with the Board.

4.4 The majority of representatives of Government and the majority of representatives of Yukon First Nations shall be Yukon residents.

4.5 Appointments to the Board shall be for a five year term, except for the initial appointments. One third of the initial appointments shall be made for three years, one third for four years, and one third for five years. Thereafter, the appointments shall stand for the five year terms. Board members may only be removed for cause. The Board shall determine what constitutes cause.

4.6 The Board shall make provision for reasonable public involvement.

4.7 An executive secretary to the Board and the administrative and technical support for the Board shall be provided by Government.

4.8 The Board shall be accountable to Government for its expenditures .

4.9 The Board shall prepare an annual budget, subject to review and approval by Government. The approved expenses of the Board shall be a charge on Government. Such budget shall be in accordance with Government guidelines and may include:

4.9.1 remuneration and travel expenses for attendance of Board members at Board and committee meetings;

4.9.2 the expenses of public hearings and meetings;

4.9.3 a budget for research, public education and other programs as may be approved by Government from time to time; and

4.9.4 the expenses of staff and of the operation and maintenance of the office.

*VM*  
*2/25*  
*W*

4.10 The annual budget of the Board in its first year of operation shall be set out in an implementation plan.

Powers and Responsibilities of the Board

4.11 The Board, acting in the public interest and taking into consideration all relevant factors including recommendations of the Councils, may make recommendations to the Minister and to Yukon First Nations on all matters related to Fish and Wildlife, their habitat and their management, including legislation, research, policies, and programs.

4.12 Without restricting the foregoing, the Board:

4.12.1 may recommend policies for the management of Fish and Wildlife and their habitats;

4.12.2 may identify the need for, make recommendations on the content and timing of, and review and make recommendations on any Yukon Fish and Wildlife harvesting and management plans for species included in international agreements, threatened species or populations, species or populations declared by the Minister as being of a territorial, national or international interest, and transplanted populations;

4.12.3 may review and make recommendations to the Minister and to Yukon First Nations on population management plans recommended by the Councils, specifically the population goals and the management options contained within those plans;

4.12.4 may, where required by species and/or population management plans, determine Total Allowable Harvest levels;

4.12.5 may identify the need for, and recommend a position on, interjurisdictional agreements that affect the Conservation and Use of Yukon Fish and Wildlife resources;

4.12.6 may recommend restrictions on methods of Harvesting for reasons of Conservation, public health, public safety and, in exceptional circumstances, for protection of an economic activity associated with the Use of Fish and/or Wildlife resources;

4.12.7 may assist Councils in the performance of their duties;

*VM*  
*BLS*  
*AW*



- 4.12.8 shall be granted status as an interested party in order to participate as a party or intervener in the public proceeding of any agency, board or tribunal dealing with matters that affect the management and Conservation of Fish, Salmon, Wildlife and their habitat in the Yukon;
- 4.12.9 may, subject to approval of the Minister, delegate its responsibilities to a Council;
- 4.12.10 may, in consultation with the Councils and subject to Yukon First Nation Final Agreements, identify new opportunities and recommend management measures for commercial Uses of Fish and Wildlife.

Salmon Sub-Committee

- 4.13 A Sub-committee of the Board shall be established as the main instrument of Salmon management in the Settlement Area.
  - 4.13.1 The Board shall assign from its membership two appointees of the Yukon First Nations and two appointees of Government to the Sub-committee;
  - 4.13.2 The Minister of Fisheries and Oceans may appoint up to two additional members to the Sub-committee and, in that case, Yukon First Nations may appoint a similar number of additional members to the Sub-committee, provided that the number of Government appointees equals the number of Yukon First Nations appointees;
    - 4.13.2.1 Appointments to the Sub-committee by the Board shall be for the term held by that appointee on the Board;
    - 4.13.2.2 The additional appointments to the Sub-committee by the Minister of Fisheries and Oceans and by the Yukon First Nations shall be for five years;
  - 4.13.3 The Salmon Sub-committee shall select a chairperson from the persons appointed to the Sub-committee;
    - 4.13.3.1 In the event the Salmon Sub-committee fails to select a chairperson within 60 days of the position being vacant, the Minister of Fisheries and Oceans shall

*VM  
305*

appoint a chairperson after  
consultation with the Sub-committee.

4.13.4 The Department of Fisheries and Oceans shall provide technical and administrative support to the Sub-committee as required to determine appropriate plans for Salmon management, and a senior official of the department in the Yukon shall serve the Sub-committee as Executive Secretary;

4.13.5 In accordance with this Sub-Agreement, the Salmon Sub-committee, acting in the public interest and taking into account all relevant factors including recommendations of the Councils, may make recommendations to the Minister and to Yukon First nations on all matters related to Salmon, their habitats and management, including legislation, research, policies and programs. Without restricting the foregoing, the Salmon Sub-committee:

4.13.5.1 may recommend policies for the management of Salmon and their habitats;

4.13.5.2 may identify the need for, make recommendations on the content and timing of, and review and make recommendations on Salmon Harvesting and management plans in accordance with the terms of this Sub-Agreement;

4.13.5.3 may identify the need for, and recommend a position on interjurisdictional agreements affecting the Use of Yukon Salmon resources;

4.13.5.4 may seek from a Council or local group input on specific aspects of a Salmon management plan;

4.13.5.5 subject to Yukon First Nation Final Agreements, may identify new opportunities and propose management measures for commercial (including recreational) Use of Salmon;

4.13.5.6 shall allocate, in amount and by area, Salmon to users according to procedures to be developed by the parties;

*VM*  
*BPS*  
*[Signature]*

4.13.5.7 shall be granted status as an interested party in order to participate as an intervener or party in the public proceedings of any agency, board or tribunal dealing with matters that affect the management and Conservation of Salmon or their habitat in the Yukon.

4.13.6 The Sub-committee shall communicate its decisions to the Board, and to the Minister of Fisheries and Oceans under the process outlined in Article 6.

#### **Board's** Relationship with the Minister

4.14 Where the Board or the Salmon Sub-committee elects not to or does not carry out certain responsibilities, the Minister, and in the case of the Salmon Sub-committee the Minister of Fisheries and Oceans, may undertake to fulfill those responsibilities directly.

#### 5.0 Renewable Resources Councils

5.1 In each Yukon First Nation's Traditional Territory, a Renewable Resources Council shall be established as a primary instrument for local Fish and Wildlife management.

#### Composition of the Council

5.2 The Council shall be comprised of up to ten members consisting of 50 percent appointees of the Yukon First Nation and 50 percent appointees of Government. The appointment of the Yukon First Nations' appointees shall be implemented by the Minister upon the recommendation of the Yukon First Nation. The Minister shall appoint Government representatives within 60 days of a Government vacancy on the Council.

5.3 Where a Traditional Territory is subject to the terms of a Transboundary Agreement, the representation of Yukon Indian People, members of the transboundary group and of Government, on the Council shall be as defined in the relevant Transboundary Agreement, and in any case the proportional representation of native groups and Government, not including the chairperson, shall be maintained..

5.4 The Council shall determine its own procedures for selecting its chairperson and conducting its business. The Minister shall appoint the chairperson selected by the Council.

*VM  
BPS*

5.4.1 In the event that the Council fails to select a chairperson within 60 days of the position being vacant, the Minister shall appoint a chairperson after consultation with the Council.

5.5 Unless the parties otherwise agree, Council members shall be ordinarily resident within the traditional territory of that Council.

5.6 Appointments to the Council shall be for a five year term, except for the initial appointments. One third of the initial appointments shall be made for three years, one third for four years, and one third for five years. Thereafter, the appointments shall stand for five year terms. Council members may only be removed for cause. The Council shall determine what constitutes cause.

5.7 The Council shall make provision for reasonable public involvement.

5.8 Government shall provide administrative and technical support to the Council.

#### Powers and Responsibilities of Councils

5.9 The Council may make recommendations to the Board, and to the Salmon Sub-committee where appropriate, on Legislation, policies and programs related to Salmon, Fish and Wildlife management and habitat management.

S.10 Without restricting paragraph 5.9 above, the Council:

5.10.1 may identify the need for, make recommendations on the content and timing of, and review and make recommendations on management plans, including Harvesting plans for Fish and Wildlife species and populations;

5.10.2 may participate in the identification, planning and management of Conservation Areas;

5.10.3 may identify and recommend to the Board Harvest requirements, including Harvest requirements within the adjusted basic needs level, within guidelines established in Settlement Agreements;

5.10.4 may identify the need for, make recommendations on the content and timing of, and review and make recommendations on Fish and Wildlife species and population management plans for species other than the species referred to in sub-paragraph 4.12.2;

VM  
BPS  
OK

- 5.10.5 may establish criteria and bylaws for the management of Forbearers, including reasonable levels of Use for submission to the Minister and the Yukon First Nation;
- 5.10.6 may provide local input to other resource management processes, including forest management, land, water and watershed management and land use planning;
- 5.10.7 may review and make recommendations to the Minister on allocation of commercial Fish and Wildlife outfitting opportunities;
- 5.10.8 may review applications for research permits granted by the Government agencies for Fish and Wildlife management-related research activities within the Traditional Territory. The Council shall be provided with the results of such research activities; and
- 5.10.9 shall be granted status as an interested party in order to participate as a party or intervener in public proceedings of any agency, board or tribunal dealing with matters that effect the management and Conservation of Fish, Salmon, Wildlife and the habitat in the Yukon.

5.11 With the consent of the Minister, a Council may merge with other Councils to establish a Regional Council.

#### Councils Relationship with the Minister

5.12 Unless the Minister directs otherwise, the Council shall forward its decisions, accompanied by any proposed regulations, to the Board or to the Minister, as required by this Sub-Agreement. The procedure for Ministerial review and approval, variation, or replacement of decisions shall be as set out in Article 6 below. Where the Council forwards a decision, recommendation or plan to the Board, the Board shall take such decision, recommendation or plan into consideration in accordance with the requirements of Article 4.


5.13 Where a Council elects not to or does not carry out certain responsibilities, the Minister may undertake to fulfill those responsibilities directly or delegate those responsibilities to the Board.

#### 6.0 Role of Ministers and Governments

Implementation of Board, Sub-Committee and Council Decisions

*VM*  
*BD's*  
*AM*

- 6.1 All procedures set out in paragraphs 6.1 to 6.9 apply equally to decisions required by this Sub-Agreement to be forwarded to the Minister by the Board, Salmon Sub-committee and Councils.
- 6.2 Unless the Minister directs otherwise, the Board shall forward all its decisions to the Minister, accompanied by draft regulations where appropriate.
- 6.3 Unless the Minister directs otherwise, all decisions of the Board shall be kept confidential until the process in paragraph 6.4 below has been completed or the time for the process has expired.
- 6.4 The Minister may, within 60 days of the receipt of a decision under paragraphs 6.2 and 6.3 above, accept, vary, set aside or replace the decision. Any proposed variation, replacement or setting aside shall be sent back to the Board by the Minister with written reasons. The Minister may consider other information and matters of public interest.
- 6.5 The Minister may extend the time provided in paragraph 6.4 above by 30 days.
- 6.6 The Board shall within 30 days of the receipt of a variation, replacement or setting aside by the Minister pursuant to paragraph 6.4 above, make a final decision and forward it to the Minister with written reasons.
- 6.6.1 The Minister may extend the time provided under paragraph 6.6
- 6.7 The Minister may, within 30 days of receipt of a final decision, accept or vary it, or set it aside and replace it. Any proposed variation, replacement or setting aside shall be sent back to the Board by the Minister with written reasons. The Minister may consider other information and matters of public interest.
- 6.8 The Minister shall, as soon as practicable, implement:
- 6.8.1 all decisions of the Board that are accepted by the Minister under paragraph 6.4 above;
- 6.8.2 all decisions of the Minister under paragraph 6.7 above; and
- 6.8.3 subject to sub-paragraphs 6.8.1 and 6.8.2, all decisions of the Board after the expiry of the time provided in paragraphs 6.4 and 6.6.

VM  
BES  


6.9 The Minister may refer any matter to the mediation process established under the Sub-Agreement on Dispute Resolution once the procedures set out in paragraphs 6.1 through 6.7 have been completed.

#### Judicial Review of Decisions

6.10 Decisions of the Board, Salmon Sub-committee and Councils shall not be subject to judicial review except pursuant to the Federal Court Act, provided that such proceedings may be taken before a Judge of the Supreme Court of the Yukon in the case of a proceeding that could be taken before the Federal Court Trial Division.

#### Emergency Action by the Minister

6.11 Where it appears to the Minister that an emergency situation has arisen which affects the well-being of Fish and Wildlife or their habitat, and where time does not permit consultation with the Board, the Minister may take such action as is necessary before consulting with the Board, Salmon Sub-Committee or the affected Council or Councils.

6.12 Where emergency action has been taken pursuant to paragraph 6.11 above, the Minister shall within seven days inform the Board, Salmon Sub-committee or Council and solicit their continuing advice. The Board, Salmon Sub-committee or Council may recommend to the Minister that the emergency action be terminated pending their consideration of the issue.

6.13 Where the Board, or in the case of Salmon where the Salmon Sub-committee agrees, the Minister may act notwithstanding paragraph 3.3.

#### 7.0 Yukon First Nations

7.1 Subject to the terms of each Yukon First Nation's Final Agreement, each Yukon First Nation shall have the following powers and responsibilities to:

7.1.1 identify from time to time the adjusted basic needs level for the Yukon First Nation, for consideration by the Board;

7.1.2 establish criteria for sub-allocation of their Harvesting quotas under sub-paragraph 7.1.3;

7.1.3 sub-allocate to Yukon Indian People, or other Yukon residents, any portion of their quota for Fish and Wildlife Harvests;

VM  
BDS  
M

- 7.1.4 manage local populations of Fish and Wildlife within Settlement Lands, to the extent coordination with other Fish and Wildlife management programs is not deemed necessary by the Board.
- 7.1.5 participate in coordinated management programs within the Traditional Territory of that Yukon First nation;
- 7.1.6 make recommendations to the Council on applications for research permits for Government research within its Settlement Lands;
- 7.1.7 endorse applications for research permits for private studies within its Settlement Lands;
- 7.1.8 be granted status as an interested party in order to participate as a party or intervenor in public proceedings of any agency, board or tribunal dealing with matters that affect the management and Conservation of Fish, Wildlife and the habitat in its Traditional Territory.
- 7.1.9 at the request of the Board, provide I-harvest information either to the Council or the Board or to an officer with lawful authority as appropriate, including provision of data necessary for verification and in-season management.
- 7.2 Subject to the Sub-Agreement on Access, Yukon First Nations may charge a fee or obtain a benefit for granting access to Category A Settlement Lands to a Yukon resident or Yukon outfitter for Harvesting on Category A Settlement Lands, or for services provided to the Yukon resident or Yukon outfitter in connection with Harvesting Fish and Wildlife on Category A Settlement Lands.
- 7.2.1 Notwithstanding paragraph 7.2, any existing trapper whose Trapline is wholly or partially on Settlement Lands shall continue to exercise all rights as a trapper to his or her existing trapline without fee.
- 7.3 Yukon First Nations shall not charge a fee to persons other than Yukon Indian People for Harvesting any of the Yukon First Nation's quota of Fish and Wildlife.
- 7.4 Yukon First Nations, with the consent of the Minister, may contract for their responsibilities in whole or

VM  
BOS  
[Signature]



part to be carried out by the Council, Board or Government.

#### 8.0 Yukon Indian People

- 8.1 Subject to Yukon First Nation Final Agreements, nothing in this Sub-Agreement affects any rights, entitlements and qualifications of Yukon Indian People to Harvest outside the Yukon.
- 8.2 Subject to Yukon First Nation Final Agreements and to sub-paragraph 4.12.6, Yukon Indian People shall have the right to employ traditional and current methods of and equipment for, non-commercial I-harvesting within their Traditional Territories.
- 8.3 Subject to Yukon First Nation Final Agreements, Yukon Indian People shall have the right to give, trade, barter or sell among themselves and with beneficiaries of other adjacent Transboundary Agreements in Canada all Edible Fish and Wildlife Products Harvested by them. This right is intended to maintain traditional sharing among individuals and communities for domestic but not for commercial purposes.
- 8.4 Unless otherwise specified in Yukon First Nation Final Agreements and/or the Laws of General Application, Yukon Indian People shall have the right to give, trade, barter or sell to any person any lion-edible By-products of Fish and Wildlife that are obtained from the Harvesting of Forbearers or incidental to the non-commercial Harvest for personal Use.
- 8.5 The right to Harvest includes the right to possess and transport Fish and Wildlife parts and products in the Yukon and in other areas where provided for in a Transboundary Agreement.
- 8.6 Yukon Indian People shall be required to show proof of enrollment as Yukon Indian People under the Sub-Agreement on Eligibility and Enrollment pursuant to terms established by the Board. The Board may require Yukon Indian People to obtain permits or licences for the purpose of regulating Harvesting, but Yukon Indian People shall not be required to pay any fee or tax for any non-commercial permit or licence.
- 8.7 Where Yukon Indian People participate in resident or commercial Harvests, they shall be required to comply with the Laws of General Application.

#### 9.0 Fish and Wildlife Use Allocation

- 9.1 The Board shall allocate from the Total Allowable Harvest, in amount and by area, Fish (except Salmon)

VM  
BDS  
[Signature]

and Wildlife to Harvesters and other users according to the following procedures:

### Category of Uses

#### Basic Needs Levels

- 9.2 The species subject to basic needs provisions shall be determined for each Yukon First Nation in its Final Agreement.
- 9.3 The basic needs levels for those species shall be identified and guaranteed in each Yukon First Nation's Final Agreement.
- 9.4 Subject to Conservation requirements established by the Board, until basic needs levels are set for a Yukon First Nation, Section 17(3) of the Yukon Act shall continue to apply to those Yukon Indian People who belong to that Yukon First Nation.

#### Adjusted Basic Needs Levels

- 9.5 The Board may, upon the recommendation of a Council, periodically review and adjust the basic needs level for a species. In reaching its decision about adjusting the basic needs level, the Board shall take into consideration the following factors among others:
- 9.5.1 population growth and demographic change on a community and/or regional basis, including the establishment of new communities;
- 9.5.2 changing patterns of consumption;
- 9.5.3 the cultural and nutritional importance of Fish and Wildlife to Yukon Indian People;
- 9.5.4 'Use and Harvesting of Fish and Wildlife for personal Use by Yukon residents, and others;
- 9.5.5 the commercial Use of Fish and Wildlife.
- 9.6 In any year the adjusted basic needs level may float upward or downward, but shall not fall below the basic needs level, unless the Yukon First Nation involved consents.

#### Board Allocation of Harvest

- 9.7 The portion of the Total Allowable Harvest remaining after the allocation of the basic needs level or the adjusted basic needs level shall be deemed the remaining Total Allowable Harvest.

VM  
BDS  
AM

9.8 The Board shall determine the allocation of the remaining Total Allowable Harvest and shall determine the allocation of any Harvest not exclusively reserved for Yukon Indian People in Yukon First Nation Final Agreements .

#### Determination of Total Allowable Harvests

9.9 The Board may, in accordance with the provisions of this Sub-Agreement, establish, modify or remove Total Allowable Harvest levels from time to time in the Settlement Area but shall do so only if required for Conservation, public health and/or public safety and to the extent necessary to achieve those ends.

9.10 In addition to its powers pursuant to paragraph 9.9, the Board may further limit the quantity of a Harvest, based on the following considerations:

9.10.1 ability of various Fish and Wildlife species and populations to meet sustainable yield requirements as determined by scientific research and surveys and the special knowledge of Yukon Indian People:

9.10.2 the goals and objectives identified by species and population management plans.

9.11 In the allocation of Fish and Wildlife Use, non-consumptive Uses of the resources shall be taken into account.

9.12 The Board shall determine geographic allocations of Harvests and seasons and methods of Harvests of Fish and Wildlife, within guidelines described in Settlement Agreements.

#### 10.0 Allocation of Salmon Harvest

##### Basic Needs Allocation

10.1 Basic needs allocations , seasons and methods of Harvesting Salmon shall be established, within guidelines described in the Umbrella Final Agreement.

10.2 To the extent practical, adjustments to the basic needs allocations necessitated by revised Total Allowable Catch levels shall be made in-season. Shortfalls or surpluses existing after completion of the season shall be adjusted over a maximum of four years.

Commercial Salmon Fishery

*VM*  
*BLG*

- 10.3 The overall allocation of commercial Salmon Harvesting licenses and opportunities in each Yukon River System to Yukon First Nations shall be set out in the Umbrella Final Agreement.
- 10.4 Commercial Salmon Harvesting opportunities for each Yukon First Nation shall be set out in each Yukon First Nation's Final Agreement.
- 10.5 Yukon residents north of 65° north latitude shall have the the right of first refusal to commercial licenses for any commercial fishing in the Porcupine River, or its tributaries.

## 11.0 Trapline Management and Use

### General Guidelines for the Councils

- 11.1 In establishing local criteria for the management and Use of Furbearers in accordance with sub-paragraph 5.9.5, the Councils shall provide for:
- 11.1.1 the maintenance and enhancement of the Yukon's wild fur industry and the Conservation of the fur resource; and
- 11.1.2 the maintenance of the integrity of the management system based upon individual trapline identity, including individual traplines within group trapping areas.

### Traplines for Yukon Indian People

- 11.2 The Yukon First Nations shall have the sole right to trap on traplines designated in the future as belonging to Yukon First Nations as Category 1 Traplines, except as provided for in paragraph 11.5.
- 11.3 Paragraph 11.2 does not restrict access by Government to handle or collect animals for scientific or management reasons.

### Trapline Allocation Formula

- 11.4 The minimum overall allocation of traplines in the Yukon shall be in the order of 70% held by Yukon Indian People and 30% held by other Yukon residents. The specific percentage allocation of traplines shall be negotiated with each Yukon First Nation.
- 11.4.1 Category 1 Traplines shall be designated by the parties during negotiations and shall be identified in a Schedule to the Yukon First Nation's Final Agreement.

VM  
BAS  
OK

11.4.2 Where, in a Yukon First Nation's Traditional Territory, the overall percentage of traplines held by Yukon Indian People is less than the specific percentage allocation negotiated under paragraph 11.4 above, members of that Yukon First Nation shall have the preferential right to acquire new or vacant traplines within that Traditional Territory. Traplines acquired under this sub-paragraph may be designated as Category 1 Traplines.

11.4.3 Where, in a Yukon First Nation's Traditional Territory, the overall percentage of traplines held by Yukon Indian People is greater than the specific percentage allocation negotiated under paragraph 11.4 above, any additional traplines acquired by Yukon Indian People shall continue to be designated as Category 2 Traplines.

#### Trapline Allocation Process

11.5 The Council shall regularly review the Use of traplines and reassign all new, vacant and under-utilized traplines pursuant to criteria that it establishes in accordance with sub-paragraph 5.9.5, as follows:

11.5.1 new and vacant Category 2 Traplines shall be assigned with regard to criteria established by the Council;

11.5.2 new and vacant Category 1 Traplines shall be assigned to Yukon Indian People pursuant to criteria established by the Council and any additional criteria established by the Yukon First Nation;

11.5.3 Category 1 Traplines may be temporarily assigned to other Yukon residents but the Category 1 status of the trapline shall not change as a result;

11.5.4 Category 2 Traplines may be assigned to Yukon First Nations as Category 1 Traplines to attain the agreed-upon specific ratio, pursuant to the Yukon First Nation's Final Agreement. This transfer shall occur as Category 2 Traplines become available, and on financial terms agreeable to the existing holder of the trapline;

11.5.5 upon mutual agreement between the Yukon First Nation and the trappers concerned, and with the approval of the Council, a trade may be

V M  
RCS  
OK

arranged between Category 1 Traplines and Category 2 Traplines, with consequent re-designation of the status of the traplines;

- 11.5.6 the parties to this Agreement-in-Principle shall agree on a process to designate Category 1 Traplines and Category 2 Traplines prior to the signing of the Umbrella Final Agreement and when a process is determined, these traplines shall be identified and described in a Schedule to the Yukon First Nation Final Agreements;
- 11.5.7 the Government of the Yukon and each Council shall maintain a register of Category 1 Traplines and Category 2 Traplines;
- 11.5.8 Paragraph 11.5 is subject to the dispute resolution process established pursuant to the Sub-Agreement on Dispute Resolution.

### Compensation

11.6 Where a Category 2 Trapline lies wholly or in part on Settlement Lands, the holder of the trapline shall, elect either to:

- 11.6.1 retain that portion of the trapline on Settlement Lands and exercise his rights pursuant to sub-paragraph 7.2.1;
- 11.6.2 make the trapline available for transfer pursuant to sub-paragraph 11.5.4; or
- 11.6.3 surrender that portion of the trapline on Settlement Lands for compensation to be negotiated.

11.7 Compensation shall be provided to Yukon Indian Persons holding traplines whose Harvesting opportunities have been diminished due to other resource development activities. The Umbrella Final Agreement shall outline the process and general guidelines for compensation, including the parties responsible for compensation and consideration of any offset for benefits of that development received by the Yukon First Nation or individual Yukon Indian trappers.

### Interim Protection

11.8 The parties agree not to reduce the number of traplines currently held by Yukon Indian People until the Yukon First Nation's Final Agreement is executed, provided the Final Agreement is attained within 36 months of the signing of this Agreement-in-Principle

V/M  
BDS  
M

or within 24 months of commencement of negotiation of a Final Agreement with that Yukon First Nation, whichever comes sooner.

11.9 The trapline management program of the Government of the Yukon shall be complemented in each Traditional Territory by the bylaws and management program of the Council. The processes for the promulgation of Council bylaws shall be set out in each Yukon First Nation Final Agreement.

#### Trapline Development

11.10 Trapline holders may construct and occupy such cabins as are necessary for the reasonable use and enjoyment of traplines, and may cut necessary trails on their traplines.

#### Training

11.11 The Government of the Yukon shall provide trapper training programs for Yukon Indian People as required from time to time to encourage effective involvement of trappers in the management and development of traplines.

## 2.0 Conservation Areas

12.1 Areas not selected as Settlement Lands and possessing natural or ecological features which have significance because of their important resource values as indicated in paragraph 12.2, may be designated as Conservation Areas and subject to special management regimes.

12.2 Conservation Areas may be identified in Yukon First Nation Final Agreements and established by Legislation because of their:

12.2.1 critical habitat for flora and fauna;

12.2.2 aquatic and riparian values, including Fish habitat and watershed significance;

12.2.3 inclusion of significant natural features and their overall Conservation values;

12.2.4 such other values or significance as may be agreed to by the parties.

12.3 Conservation Areas may include:

12.3.1 special Wildlife and Fisheries management areas;

VM  
BDS

- 12.3.2 territorial and national parks;
- 12.3.3 national Wildlife areas;
- 12.3.4 International Biological Programme (IBP) sites;
- 12.3.5 biosphere reserves;
- 12.3.6 migratory birds sanctuaries;
- 12.3.7 watershed protection areas;
- 12.3.8 and other areas as may be agreed by the parties.

12.4 Access to Conservation Areas may be restricted subject to agreed upon management regimes.

12.5 Disputes over management regimes or the implementation of management plans shall be referred to the dispute resolution process established pursuant to the Sub-Agreement on Dispute Resolution.

12.6 Conservation Areas shall not be included in Settlement Lands.

12.7 Each Yukon First Nation shall participate in management regimes for those Conservation Areas identified in its Final Agreement in a manner to be negotiated and set out therein.

### 13.0 Training and Education

13.1 The parties shall immediately investigate the needs, opportunities and structures required to ensure the adequate development of human resources needed by Yukon First Nations and other Yukon residents in renewable resources management and related economic development opportunities. The parties shall design the structures necessary to fulfill these needs for development of these human resources.

### 14.0 Implementation Provisions

14.1 The parties shall make best efforts to pre-implement the training, ant'. management structure provisions of this Sub-Agreement at the time of Umbrella Final Agreement.

14.2 Subject to paragraph 9.4 of this Sub-Agreement, the Government of Canada shall recommend to Parliament the repeal. of Section 17(3) of the Yukon Act upon the enactment of Settlement Legislation.

VM  
BWS  
*[Handwritten signature]*



14.3 If at any time Parliament enacts Legislation CONFERRING upon Yukon Indian People rights similar in nature to those now contained in Section 17(3) of the Yukon Act, the provisions of the Yukon First Nation's Final Agreement with respect to the Conservation and Use of Fish and Wildlife in the Yukon shall be null and void if the Yukon First Nation exercises any such rights.

#### 15.0 General

15.1 The respective Government financial and administrative responsibilities established by this Sub-Agreement shall be determined between the Government of Canada and the Government of the Yukon before the Umbrella Final Agreement.

FINAL DRAFT #30  
OCTOBER 5, 1988

VM  
ON  
ADS

SUB-AGREEMENT ON FORESTRY IN THE YUKON

1.0 **Responsibility**

- 1.1 The principles agreed to in this Sub-Agreement shall not be prejudiced by the **devolution** of responsibility for forest management.
- 1.2 Subject to the principles in this Sub-Agreement, Yukon First Nations shall:
  - 1.2.1 have the **authority** to manage, allocate and protect forest resources on Settlement Lands; and
  - 1.2.2 participate with Government in Government's management, allocation and protection processes for forest resources on **Non-Settlement** Lands within their Traditional Territories.

2.0 **Management**

- 2.1 The management of forest resources on Settlement Lands and **Non-Settlement** Lands excluding National Parks within each Yukon First Nation's Traditional Territory shall be coordinated.
- 2.2 Forest management shall be conducted on the basis of the following principles:
  - 2.2.1 use of forest resources shall protect essential ecological processes;
  - 2.2.2 plans and operations shall be carried **out** with regard for watershed areas and;
  - 2.2.3 long term sustainable use of forest resources shall be fostered., including , where feasible, silviculture and reforestation programs.
- 2.3 I.management plans for defined areas shall be developed by Government and the Yukon First Nation whose Traditional Territory is involved. For greater certainty, the following shall apply:
  - 2.3.1 a forest inventory is considered to be essential for the development of a thorough forest management plan;
  - 2.3.2 wherever possible, forest management plans shall be developed in accordance with regional or sub-regional land use plans and with

VM  
B25  
an

reference to related renewable resources management plans; and

2.3.3 Government and the Yukon First Nation whose Traditional Territory is involved shall establish a time frame for the development of these management plans.

2.4 The process by which Yukon First Nations and Government share the management of forest resources in Traditional Territories shall be defined in Yukon First Nation Final Agreements.

### 3.0 Commercial Forest **Harvesting**

3.1 Subject to other relevant Sub-Agreements, commercial forest harvesting on **Settlement** and **Non-Settlement** Lands shall be managed to ensure:

3.1.1 the continuation of Fish and Wildlife Harvesting rights, including hunting, trapping, fishing and gathering; and

3.1.2 the protection of the environment, including habitat.

3.2 Yukon First Nations shall be involved in the allocation of commercial timber dispositions in a **manner** to be defined by Yukon First Nation Final Agreements.

3.3 Economic opportunities for Yukon First Nations in **commercial** timber operations shall be addressed in Yukon First Nation Final Agreements.

### 4.0 Forest Protection

4.1 **Nothing** in this Sub-Agreement shall obligate Government to fight forest fires on Settlement Lands, except as such obligations may be established from time to time by general policy.

4.2 Government may take such action as it deems appropriate on Settlement Lands to control or extinguish forest fires. **Where** time permits, consent of the affected Yukon First Nation shall first be obtained.

4.3 Yukon First Nations shall not be responsible for fighting forest fires on Undeveloped Rural Settlement Lands and shall not be liable for damages resulting from fires on such lands. This provision does not exempt persons who intentionally or negligently cause a forest fire from responsibility to fight that forest fire, or from liability for damages resulting from the forest fire.

VM  
BOS  
am

- 4.4 Following a Yukon First Nation Final Agreement , Government shall continue to consult with that Yukon First Nation on general priorities for fighting forest fires on its Settlement Lands and on Non-Settlement Lands adjacent thereto.
- 4.5 Before the application of pesticides or herbicides on Non-Settlement Lands in a Yukon First Nation's Traditional Territory, Government shall consult with that Yukon First Nation.
- 4.6 Yukon First Nations shall observe Laws of General Application regarding the use of pesticides and herbicides and shall consult with the appropriate Government agencies before the application of herbicides or pesticides on Settlement Lands.

## 5.0 Interim Measures

- 5.1 Government shall observe the following principles on an interim basis and for a reasonable period pending negotiation and ratification of Settlement Agreements:
- 5.1.1 Government shall consult with each Yukon First Nation on general priorities for fighting forest fires in its Traditional Territory;
- 5.1.2 no timber permits shall be issued on withdrawn lands without the consent of the Yukon First Nation whose Traditional Territory is affected;
- 5.1.3 no new commercial timber permits or agreements for timber harvests on Crown lands in excess of 1000 cubic metres shall be issued without consultation with the Yukon First Nation whose Traditional Territory is affected;
- 5.1.4 existing commercial timber dispositions may be renewed provided the terms and conditions of such dispositions have been met and provided the disposition meets the conditions in paragraphs 2.2, 2.3 and 3.1.
- 5.1.5 Government shall address the immediate needs of Yukon Indian People for harvesting of fire-killed wood on Crown lands with those affected Yukon First Nations;
- 5.1.6 Government shall consult with Yukon First Nations in the development of Legislation relating to forest resources.

VM  
BOS  
aw

6.0 Funding

6.1 Any public management boards or councils established pursuant to this Sub-Agreement shall prepare an annual budget, subject to review and approved by Government. The approved expenses of any such hoards or councils, shall be a charge on Government. Such budgets shall be in accordance with Government funding guidelines.

FINAL DRAFT # 30  
OCTOBER 5, 1988

VM  
BDS  
[Signature]

SUB-AGREEMENT ON FINANCIAL COMPENSATION

**1.0 Definitions**

- 1.1 "1988 Aggregate Value" means the aggregate present value of all capital transfer payments to be made to Yukon First Nations in consideration of their entering into Settlement Agreements, expressed in Canadian dollars of the third quarter of 1988.
- 1.2 'Adjusted Final Share" means with respect to each Yukon First Nation its Unadjusted Final Share adjusted as follows:
- 1.2.1 if the Yukon First Nation's Final Agreement is signed prior to October 1, 1990, by the greater of 4% per annum and the Final Domestic Demand Implicit Price Index from the third quarter of 1988 to the the quarter prior to the signature of the Yukon First Nation Final Agreement;
- 1.2.2 if the Yukon First Nation's Final Agreement is signed on or after October 1, 1990 and prior to or within two years of the passage of Settlement Legislation, by:
- 1.2.2.1 the greater of 4% per annum and the Final Domestic Demand Implicit Price Index from the third quarter of 1988 to the third quarter of 1990; and
- 1.2.2.2 the Final Domestic Demand Implicit Price Index between the third quarter of 1990 and the quarter prior to the signature of the Yukon First Nation Final Agreement;
- 1.2.3 if the Yukon First Nation's Final Agreement is signed after two years of the passage of Settlement Legislation, by:
- 1.2.3.1 the greater of 4% per annum and the Final Domestic Demand Implicit Price Index from the third quarter of 1988 to the third quarter of 1990;and
- 1.2.3.2 the Final Domestic Demand Implicit Price Index between the third quarter of 1990 and the fourth quarter of the year of the second anniversary of Settlement Legislation.

*VM* *W* *305*

- 1.3 "Average discount rate" means the average of the Consolidated Revenue Fund lending rates for the period commencing on the first day of the month of the signature of the first Yukon First Nation Final Agreement and ending on the second anniversary of such day.
- 1.4 "Elders Program Loans" means the advance by the Government of Canada to the Council for Yukon Indians and to the Yukon First Nations for the purpose of providing grants to Yukon Indian elders pursuant to the 1984 Agreement-in-Principle with respect to providing Interim Benefits to Yukon Indian elders.
- 1.5 "Negotiation Loans" means loans made by the Government of Canada to the Council for Yukon Indian or a Yukon First Nation for the purpose of negotiating an agreement-in-principle and Settlement Agreements.
- 1.6 "Unadjusted Final Share" means the share of a Yukon First Nation of the 1988 Aggregate Value determined according to paragraph 2.3.

2.0 Payment of Financial Compensation

- 2.1 The 1988 Aggregate Value shall be \$232 million. This amount is the financial compensation for all comprehensive claims in Canada by Yukon Indian People whether they are settled or not at the time of a Yukon First Nation Final Agreement.
- 2.2 Each Yukon First Nation shall, upon its Final Agreement coming into effect, be entitled to a share of the 1988 Aggregate Value.
- 2.3 Prior to the Umbrella Final Agreement, the Council for Yukon Indians and the Yukon First Nations shall agree to and propose a formula to apportion the 1988 Aggregate Value among the Yukon First Nations.
- 2.4 The Adjusted Final Share of each Yukon First Nation shall be determined at the date of the signature of its Final Agreement.
- 2.5 For each Yukon First Nation, a preliminary schedule of payments shall be appended to its Final Agreement and shall be calculated as follows:
  - 2.5.1 There shall be 15 consecutive annual payments which shall have a present value on the date of the signature of the relevant Yukon First Nation Final Agreement equal to the Adjusted Final Share subject to sub-paragraph 2.5.3.
  - 2.5.2 The first payment for each Yukon First Nation shall commence on the date of signature of its

JM  
605

Final Agreement or as soon as practicable thereafter.

- 2.5.3 If the first payment cannot be made on the date of the signature of a Yukon First Nation Final Agreement, the first payment shall be adjusted using the Average Discount Rate or the rate calculated according to sub-paragraph 2.5.5 whichever is the case.
- 2.5.4 Following the first payment, there shall be 14 consecutive annual payments to be made on the anniversary date of the signature of the relevant Yukon First Nation Final Agreement.
- 2.5.5 The discount rate for purposes of computing the present value of the payments to a Yukon First Nation under the preliminary schedule of payments shall be the average of the Consolidated Revenue Fund lending rates for each month starting the month of the signature of the first Yukon First Nation Final Agreement and ending the month' prior to the signature of that Yukon First Nation Final Agreement.
- 2.6 Until the second anniversary of the date of the signature of the first Yukon First Nation Final Agreement, Canada shall make its yearly payments to each Yukon First Nation on the basis of the preliminary schedule of payments for that Yukon First Nation.
- 2.7 After the second anniversary of the signature of the Yukon First Nation, Canada shall make its annual payments in accordance with a final schedule of payments to be calculated by Canada based on the Average Discount Rate, and proportional to the payments made under the preliminary schedule of payments.
- 2.8 If the payments to a Yukon First Nation calculated under the final schedule of payments are greater than the payments calculated under the preliminary schedule of payments, the Government of Canada shall pay to the Yukon First Nation, at the time of the next payment, the difference adjusted using the Average Discount Rate.
- 2.9 If the payments to a Yukon First Nation calculated under the final schedule of payments are less than the payments to that Yukon First Nation calculated under the preliminary schedule of payments, the Government of Canada shall deduct, from the next and subsequent payments, if necessary, to the Yukon First Nation, the

VM W BDS



difference, adjusted using the Average Discount Rate compounded annually.

2.10 If a Yukon First Nation Final Agreement comes into effect after the determination of the Adjusted Final Share of the Yukon First Nation, only a final schedule of payments shall be calculated.

### 3.0 Negotiation Loans and Elders Program Loans

3.1 Each Yukon First Nation shall be responsible and liable for repayment of its share of the Negotiation Loans and the Elders Program Loans made to the Council for Yukon Indians, apportioned on the same basis as the apportionment of the 1988 Aggregate Value.

3.2 Each Yukon First Nation shall also be responsible and liable for the repayment of any Negotiation Loans and for any Elders Program Loans made directly to it.

3.3 Each Yukon First Nation Final Agreement shall set out the outstanding amount of Negotiation Loans and Elders Program Loans for which the relevant Yukon First Nation is liable and shall establish a preliminary schedule of repayments commencing at the signature of the Yukon First Nation Final Agreement.

3.4 The preliminary schedule of repayment of amounts due by a Yukon First Nation under the Negotiation Loans and Elder Program Loans shall provide for repayment of principal and payment of interest at the rate set out in paragraph 3.6 proportional to the preliminary payments of financial compensation made under paragraph 2.5.

3.5 A final schedule of repayments shall be calculated at the same time as the final schedule of payments of financial compensation is calculated and shall be proportional to such schedule of payments.

3.6 The unpaid balance of the principal amount of each Yukon First Nation's share of the Negotiation Loans and Elders Program Loans shall bear interest at the rate of 6% per annum calculated annually and not in advance from the date of the signature of the relevant Yukon First Nation Final Agreement to the date of final repayment.

3.7 The Government shall set off against and deduct from each payment to be made to a Yukon First Nation, the amount of repayment of the Negotiation Loans and Elders Program Loans to be made by that Yukon First Nation at the time of such payments.

VM  
W BOS

#### 4.0 Loans against capital transfer payment

- 4.1 At any time after three (3) years from the date of Settlement Legislation, a Yukon First Nation may request a loan from Canada against the then unpaid balance of its Adjusted Final Share of the capital transfer payment.
- 4.2 If Canada agrees to consider the request, the Minister of Finance as representing Canada and the requesting Yukon First Nation will negotiate the amount and terms and conditions of the loan.
- 4.3 The Minister of Finance is authorized to consider a request and to grant a loan, on terms and conditions agreed, up to the amount requested, if the Minister of Finance is satisfied that:
  - 4.3.1 the loan is intended for the same purposes as the Adjusted Final Share, particularly the social and economic development of the Yukon First Nation and its members;
  - 4.3.2 in any year, the unpaid balance of the Adjusted Final Share for the Yukon First Nation requesting the loan is sufficient to cover the total of all outstanding loan repayments, interest and fees required of that Yukon First Nation;
  - 4.3.3 the terms and conditions of the loan; including the amount of the loan, the timing and amount of repayments, and the interest rate;
    - (a) are consistent with government policies and practices for granting loans, and
    - (b) enable the Minister to manage public disbursement and ensure fiscal constraint; and
  - 4.3.4 an amount to be paid is available for that purpose from the applicable Parliamentary appropriation.

#### 5.0 Advance Against Final Compensation

- 5.1 As soon as possible following approval of the Agreement-in-Principle by the Government of Canada, the Government of Canada will pay to the Council for Yukon Indians or other

VM  
WA  
BDS

designated entity in trust for the Yukon First Nations, the sum of \$1 Million as an advance against the capital transfer payment set out in paragraph 2.1.

Final Draft #30  
November 22, 1988

JM  
W 12/25

SUB-AGREEMENT ON TAXATION

1.0 Definitions

- 1.1 "Income Tax Act" means the federal Income Tax Act and/or the Yukon Income Tax Ordinance and Regulations thereunder as the case may be and as amended from time to time.
- 1.2 "Property Taxes" means all taxes on real property but does not include income tax, sales, conveyances or any other form of taxation.

2.0 Installments of Compensation and Other Payments

2.1 There shall be no federal, territorial or municipal tax or other similar charges exigible in respect of the payment to or receipt by a Settlement Corporation or a Yukon First Nation of the following amounts paid by the Government of Canada pursuant to Settlement Legislation:

- 2.1.1 any capital transfer payments referred to in the Sub-Agreement on Financial Compensation;
- 2.1.2 any payments for property tax assistance referred to in paragraph 7.1 of this Sub-Agreement;
- 2.1.3 any payments made pursuant to paragraph 2.8 of the Sub-Agreement on Financial Compensation; and
- 2.1.4 any payments made pursuant to the provisions of paragraphs 6.5 and 6.6 of this Sub-Agreement.

2.2 Subject to paragraphs 3.10, 3.11 and 3.12, there shall be no federal, territorial or municipal tax or other similar charges exigible in respect of the payment to or receipt by a Settlement Corporation, as described in the Umbrella Final Agreement or the relevant Yukon First Nation Final Agreement, of the following amounts:

- 2.2.1 income earned by the Settlement Corporation on contributions to its capital as defined in paragraph 3.3;
- 2.2.2 any amount received by the Settlement Corporation from another Settlement Corporation and any income earned thereon; and

*JM*  
*BB*

2.2.3 income earned from activities referred to in Schedule "A" carried on by the Settlement Corporation.

2.3 Any income earned on an amount described in paragraphs 2.1 received by a person other than a Settlement Corporation shall be subject to federal, territorial or municipal tax or other similar charges as exigible under the Laws of General Application.

### 3.0 Settlement Corporations

3.1 Each Yukon First Nation may incorporate one or more Settlement Corporations, the main purpose of which will be to carry out permitted activities in accordance with this Sub-Agreement.

#### Description

3.2 A Settlement Corporation shall be a corporation without share capital named and described in the relevant Yukon First Nation Final Agreement or the Umbrella Final Agreement. A Settlement Corporation shall have a fiduciary obligation towards each member of the Yukon First Nation or Nations for which it was incorporated. All, or substantially all, of the activities of the Settlement Corporation shall be for the general benefit of such members.

3.3 A Settlement Corporation shall not receive any property as a contribution of capital other than an amount not exceeding the sum of the capital transfer payments referred to in sub-paragraphs 2.1.1, 2.1.3 and 2.1.4. The contribution shall only be made by a Yukon First Nation or the recipients of that Yukon First Nation's capital transfer payments. A Yukon First Nation or the first recipient of that Yukon First Nation's capital transfer payments will not be entitled to contribute any capital to a Settlement Corporation later than 5 years after receipt of the last capital transfer payment by the relevant Yukon First Nation.

#### Disbursement Requirement

3.4 A Settlement Corporation shall be subject to the disbursement rules applicable to public foundations under the Income Tax Act. Such rules shall not be apply to a Settlement Corporation during the first 15 taxation years of the Settlement Corporation commencing after the date of payment by the Government of Canada of the first capital transfer payment to the relevant Yukon First Nation.

VM  
dk 305

Qualified Investments

- 3.5 A Settlement Corporation shall only make investments in accordance with the provisions of Schedule III of the Pension Benefit Standards Act as amended from time to time.
- 3.6 A Settlement Corporation or a group of Settlement Corporations shall not control directly or indirectly, in any manner whatever a corporation or other entity which carries on a business, except to realize on a security held by the Settlement Corporation, in which case its controlling interest shall be disposed of within a reasonable period, not to exceed two years.
- 3.7 A Settlement Corporation shall not invest in a partnership or a trust other than a small business investment limited partnership or a small business investment trust as defined in the Income Tax Act.
- 3.8 A Settlement Corporation may borrow money from time to time to finance the acquisition of qualified investments or otherwise to enable it to carry out its operations.

Information Returns

- 3.9 A Settlement Corporation shall be subject to the reporting rules required for the purposes of the statutes and regulations referred to in this Agreement.

Taxation of Settlement Corporations

- 3.10 A Settlement Corporation shall be subject to Part XI of the Income Tax Act, or any equivalent successor provisions and liable for any tax liability arising therefrom.
- 3.11 The taxable income of a Settlement Corporation for a taxation year shall be deemed to be an amount equal to:

$$\frac{A}{1-B} + c$$

where:

A = the aggregate of all amounts disbursed, distributed or expended in the year other than amounts disbursed, distributed or expended on activities referred to in Schedule "A" of this Sub-Agreement and amounts paid in respect of taxes payable by the Settlement Corporation under this Sub-Agreement;

*VM*  
*325*

- B = the federal corporate tax rate applicable to public corporations for the year before deducting the territorial abatement, including surtaxes, if any; and
- c = the aggregate of any amounts received by a Settlement Corporation, other than amounts described in paragraphs 2.1 and 2.2.

3.12 The taxable income, if any, of a Settlement Corporation shall be taxed at the maximum federal and territorial corporate tax rates applicable to public corporations for the year, including surtaxes, if any.

#### Revocation of Settlement Corporation Status

- 3.13 Where the Minister of National Revenue is of the opinion that a Settlement Corporation is in breach of its obligations as described in this Sub-Agreement, the Minister may notify the Settlement Corporation in writing and if the Settlement Corporation does not address the default to the satisfaction of the Minister within 100 days after the registered mailing of such notice, the Minister may revoke the status of the corporation as a Settlement Corporation subject to the same right of appeal as that applicable in respect of a revocation of the registration of a registered charity as set out in the Income Tax Act.
- 3.14 If the Minister revokes the status of a Settlement Corporation, the Corporation shall be deemed to have disposed of all its assets immediately before the time of such revocation for proceeds of disposition equal to the fair market value thereof at the time of revocation and to have reacquired such assets immediately after the time of revocation at a cost equal to such fair market value and, for the purposes of paragraph 3.11, be deemed to have expended, immediately before the time of revocation, on activities not referred to in Schedule "A" to this Sub-Agreement the amount by which such fair market value exceeds the total of all amounts that may reasonably be considered to be capital transfer payments to the Settlement Corporation by the Government of Canada.
- 3.15 For the purposes of paragraph 3.13, the distribution of any amount that may reasonably be considered to be capital transfer payments referred to in paragraphs 2.1 or 2.2 by a Settlement Corporation to Yukon Indian People shall not be considered as a cause for the revocation of the status of a Settlement Corporation.

## Winding-Up

3.16 Where a Settlement Corporation has been wound-up the taxation year of the Settlement Corporation shall be deemed to have ended immediately before the winding-up, and the amount distributed in the year on the winding-up less the aggregate of:

3.16.1 the amount disbursed or expended in the course of the winding-up on activities referred to in Schedule "A" of this Sub-Agreement; and

3.16.2 all amounts transferred to another Settlement Corporation; and

shall be included in the income of the corporation for the purpose of paragraph 3.11 for that taxation year.

## Taxation of Yukon Indian People, or Yukon Indian Organizations

3.17 There shall be no federal, territorial or municipal tax or other similar charge payable by a Yukon Indian Person, a Yukon First Nation, or any corporation or other entity controlled, directly or indirectly in any manner whatever, by one or more Yukon Indian People or Yukon First Nations (collectively the Recipients), in respect of amounts disbursed or distributed to a Recipient in accordance with Schedule "A" (except for Article 11 and paragraph 12.5 of Schedule "A") other than amounts disbursed or distributed to or expended on a Recipient as consideration for value provided to the Settlement Corporation by that Recipient.

3.18 Except as inconsistent with this Sub-Agreement, a Settlement Corporation shall be subject to the laws applicable to a public foundation, as amended from time to time.

## 4.0 Disposition of Settlement Lands and Depreciable Property Acquisition

4.1 The cost of acquisition to a Yukon Indian Person, or to a Yukon First Nation Designated Organization of any Settlement Lands and/or real property, other than depreciable property, transferred to it by the Government of Canada shall, for the purposes of the Income Tax Act, be deemed to be an amount equal to the fair market value thereof at the earlier of the time at which title to such land and/or property is registered in the name of the Yukon Indian Person or the Yukon First Nation Designated Organization and the time at which any right or interest in such property is acquired by the Yukon First Nation Designated Organization.



## Disposition

- 4.2 Where any Settlement Lands and/or real property acquired under the Settlement Agreements, other than depreciable property, are disposed of by a Yukon First Nation Designated Organization (the transferor):
- 4.2.1. to a Yukon Indian Person (the transferee), and such real property has not previously been disposed of by any organization to another Yukon Indian Person ; or
  - 4.2.2. within ten years of the transfer of Settlement Lands by the Yukon First Nation Designated Organization to another Yukon First Nation Designated Organization (the transferee) ;

the Settlement Lands and/or real property shall, for the purposes of the Income Tax Act, be deemed to have been disposed of by the transferor for proceeds of disposition equal to the greater of the amount that would otherwise be the proceeds of disposition and the adjusted cost base to the transferor of the real property at that time and to have been acquired by the transferee at a cost equal to the amount at which it was deemed to have been disposed.

## Depreciable Property

- 4.3 The rules of paragraph 4.2 shall apply to depreciable property with such modifications as the circumstances require.
- 4.4 In the event that a Yukon First Nation or Yukon First Nation Designated Organizations have income from, or proceeds from the disposition of, any Canadian resource property (within the meaning of the Income Tax Act) relating to Settlement Lands, the first \$20 million of such combined income will be exempt from all federal, territorial or municipal tax or other similar charge or levy. The allocation of this benefit among Yukon First Nations and Yukon First Nation Designated Organizations will be described in the Umbrella Final Agreement.

## Taxes on Transfer of Lands

- 4.5 No federal, territorial or local government tax, or other similar charges shall be payable in respect of the transfer or registration of the initial title to Fee Simple Settlement Lands.
- 4.6 Registration pursuant to the Land Titles Act (Yukon) of the initial title of Category "A" and Category "B" Settlement Lands and subsequent registrations of all

VM  
BDS

Settlement Lands shall be subject to the schedule of fees or taxes under such Act.

5.0 Category "A" and "B" Settlement Lands

5.1 The rules relating to the application for article 4 with respect to Category "A" Settlement Lands and Category "B" Settlement Lands shall be set out in the Umbrella Final Agreement.

6.0 Taxation Principles

6.1 Section 87 of the Indian Act shall not apply to:

6.1.1 the interest in a reserve or surrendered land in Yukon of any Indian, Yukon First Nation or Band;

6.1.2 the personal property situated on a reserve in Yukon of any Indian, Yukon First Nation or Band; and

6.1.3 the personal property situated on a reserve outside the Yukon of a Yukon First Nation or a Yukon Indian Person resident in Yukon to be defined in the regulations established pursuant to paragraph 6.3.

6.2 For all purposes of section 87, all settlement benefits and proceeds arising from the use and disposition of settlement benefits and any income of a Yukon Indian Person or a Yukon First Nation attributable directly or indirectly thereto shall be deemed not to be situated on a reserve.

6.3 Settlement Legislation shall provide that Government, after consultation with the Council for Yukon Indians in a manner to be set out in the Umbrella Final Agreement, may make such regulations as are necessary for the purpose of giving effect and enforcing provisions of paragraphs 6.1 and 6.2.

6.4 The provisions of this article shall not be construed to affect the authority of Parliament to amend in repeal section 87 of the Indian Act.

6.5 The Government of Canada shall pay as soon as practicable after Settlement Legislation an amount equivalent to \$12 Million, as of the third quarter of 1988. This amount shall be adjusted based on the principles established in paragraph 1.2 of the Sub-Agreement on Financial Compensation.

6.6 Government of Canada shall pay to the Yukon First Nations and the Council for Yukon Indians transfer payments with a present value, as of the third quarter

JM  
W BDS

of 1988, equal to \$13.3 Million payable in 10 installments with the first installment being paid as soon as practicable after Settlement Legislation and adjusted based on the principles established in paragraph 1.2 of the Sub-Agreement on Financial Compensation.

6.7 The Council for Yukon Indians and the Yukon First Nations shall agree on an equitable allocation of these annual amounts and shall provide government with each Yukon First Nation allocation and the allocation for the Council for Yukon Indians prior to the initialing of the Umbrella Final Agreement.

6.8 The moratorium on collection of taxes shall be repealed at the time of Settlement Legislation.

6.9 There shall be a remission order eliminating liability for all taxes not collected under the moratorium on collection of taxes, as of the date of Settlement Legislation.

#### 7.0 Property Tax Assistance

7.1 During the transitional period beginning with the year following a Yukon First Nation Final Agreement and extending for a period of ten years thereafter, the Government of Canada will assist that Yukon First Nation with the payment of property taxes on any Settlement Lands of that Yukon First Nation that are subject to property taxes while owned by that Yukon First Nation, net of any homeowner's grants. For greater certainty the assistance will be one hundred percent in year one, decreasing by ten percentage points per year, to ten percent in year ten. During such time, Canada shall have the same rights in respect of any assessment of taxes as a property owner.

#### 8.0 Administration and Enforcement

##### Responsible Department

8.1 The Minister of National Revenue (the "Minister") shall be responsible for the administration and enforcement of the provisions of this agreement that relate to income taxation and to that end he may seek the advice of the Minister of Indian Affairs and Northern Development with respect to any matter arising out of these provisions.

8.2 The Superintendent of Financial Institutions shall be responsible for the administration and enforcement of the provisions of this Sub-Agreement that relate to regulation of qualified investments of settlement Corporations.

VM  
ROS

Books and Records

- 8.3 Every Settlement Corporation shall keep records and books of accounts at its main office in Canada or at such other place as may be designated by the Minister, in such form and containing such information as will enable the determination of income, taxable income, tax or other amount payable by or refundable to a Settlement Corporation or any other amount that is relevant for the purposes of computing any amount under this Sub-Agreement or the Income Tax Act.

Report

- 8.4 Every Settlement Corporation shall produce every year a report issued by a public accountant who has audited the Settlement Corporation providing the Minister and the Superintendent of Financial Institutions with the information required to administer the provisions of this Sub-Agreement.

9.0 Implementation

- 9.1 The Income Tax Act may be amended to provide for the implementation of this Sub-Agreement.

SCHEDULE "A"

PERMITTED ACTIVITIES FOR SETTLEMENT CORPORATIONS

1. For the purposes of this schedule a low income person is a person whose total family income is less than 75% of the Yukon average.

Program Funding and Administration

2. Supplement ng existing federal or territorial funded programs relating to child care, adoption, alcohol and drug abuse, hospital construction or upgrading, medical, dental and mental health care, justice and similar programs and initiating, funding and administering new programs in those areas.

Housing and Municipal and Local Taxes Assistance

3. Funding or providing;
  - a) low interest or no interest mortgages or other loans to low income people to enable them to acquire freehold or leasehold interests in residential properties in the Yukon;
  - b) grants or forgivable loans to low income people to enable them to make down payments on conventional purchases of residential properties in the Yukon;
  - c) funds for the construction, operation and administration of subsidized cooperative or communal housing for low income people in the Yukon;
  - d) funds for the renovation or repair of residential properties owned or leased by low income people in the Yukon; and
  - e) financial assistance to low income people to enable them to pay municipal or other local taxes on improved settlement lands.

Municipal Services Upgrading

4. Funding and administering municipal services and utilities upgrading programs for the benefit of Yukon Indian People.

Band Assistance

5. Funding to Yukon First Nations for management and personnel costs .-

Education and Training

VMA  
W  
ADS

6. Funding and providing

- a) courses for non-native and native teachers and other instructors to enable them to conduct courses in native culture, language and similar areas;
- b) training for Indian elders to enable them to participate in the delivery of native culture and language instructional programs;
- c) native studies, culture and language programs for "school age" and adult people;
- d) scholarships and other expenses for juvenile and adult Yukon Indian people to enable them to attend conventional educational institutions within and outside the Yukon;
- e) vocational training and similar programs and facilities for youth and adults within and outside the Yukon;
- f) native language and cultural education teaching and research programs;
- g) training for justices of the peace and other persons employed in connection with the implementation of an Indian justice program.

Economic Development

7. Providing loans at a rate not to exceed the prescribed rate in effect at the time of the making of the loan, loan guarantees or minority equity investment to persons or entities, (other than a corporation which is controlled, directly or indirectly, by one or more settlement corporations within the meaning of this agreement), engaged in the promotion of economic development opportunities for Yukon Indian People within the Yukon provided that:
- a) the persons or entities are unable to borrow at normal commercial rates from ordinary commercial lenders or government financial programs without guarantees provided by the Settlement Corporation; and
  - b) the Settlement Corporation may not acquire a controlling equity interest in an entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within a reasonable period, not to exceed two years, of its acquisition.

Commercial Fishing

8. Providing loans or equity to persons or entities for the creation and operation of fish enhancement programs and a

JM  
WJ  
HDS

fishing enterprise for the benefit of Yukon Indian People provided that such loans meet the requirements set out in Article 7 of this Schedule.

#### Traditional Harvesting and Cultural Activities

9. Providing loans or equity to persons or entities for traditional harvesting and cultural activities including manufacture of handicrafts, arts and crafts, hunting, fishing and trapping and like pursuits provided that:
- a) the person or entity is unable to borrow at normal commercial rates from ordinary commercial lenders without guarantees provided by the Settlement Corporation; and
  - b) the Settlement Corporation may not acquire a controlling equity interest in any entity except by way of realization of its security in which case its **controlling interest in the entity shall be disposed of within one year of its acquisition;**
  - c) the Settlement Corporation does not contract to receive a rate of return on any such loan greater than the normal commercial rate of return for similar investments.

#### Recreational Lands and Land Development

10. Funding and administering parks and other recreational facilities such as skating rinks, arenas, libraries, assembly halls and similar municipal facilities for people that are not for commercial use.

#### Elders Assistance Program

11. Providing funding to confer benefits on Yukon Indians who are at least 65 years of age at the date of Settlement Legislation or who turn 65 within the five years following the date of Settlement Legislation, provided such benefits do not exceed \$3000 per individual per year in 1988 dollars indexed on the Government of Canada Old Age Security.

#### Other Permitted costs and Disbursements by a Settlement Corporation

12. 1. Settlement Costs.
2. Implementation Costs.
3. Administration Costs.

Payment of reasonable administrative costs not to exceed 5% of the assets of the Settlement Corporation annually for the

first five years after Settlement Legislation and 3% per year thereafter.

4. Transfer to other Settlement Corporations or to Registered Charities.
  5. Transfers to low income Yukon Indian People.
  6. Within the first fifteen years of a Yukon First Nation Final Agreement, one-time capital distribution to Yukon Indian People not exceeding \$3,000 in 1988 dollars to be indexed by the Consumer Price Index.
13. A Settlement Corporation may borrow money from time to time to carry out activities under this Schedule.

Final Draft #30  
November 22, 1988

IM  
W 505



SUB-AGREEMENT ON TAXATION OF SETTLEMENT LANDS

1.0 Definitions

- 1.1 "Improved Rural Settlement **Lands**," means **Settlement** Lands outside Community Boundaries which are used for commercial purposes or which contain permanent structures but not to include; cabins, **camps, tent frames, caches, fish racks, or other like improve-**ments which are used primarily for trapping or non-commercial wildlife harvesting or other traditional purposes.
- 1.2 "Unimproved Rural Settlement Lands," means Settlement Lands outside Community Boundaries other than Improved Rural Settlement Lands.
- 1.3 "Local Government **Services**" means: those services generally supplied by Local Government including but not limited to recreational facilities, water, sewage, waste disposal, and road maintenance.
- 1.4 "Property Taxes" means all taxes on real property, but does not include income tax, sales, conveyance, or any other form of taxation.
- 1.5 "**Government**," means for the purposes of this Sub-Agreement Local, Territorial and Federal Governments, as the case may be.

2.1 Fee Simple Settlement Lands shall be subject to Laws of General Application respecting Property Taxes.

2.1.1 Any residence of a Yukon Indian Person which is occupied as a personal residence on Fee Simple Settlement Lands, and which otherwise meets the criteria, shall be deemed to be owner-occupied for the purposes of any homeowner's grant programs available from time to time, notwithstanding that title to the lands on which the residence is situated, is held by a Yukon First Nation Designated Organization.

2.2 Unimproved Rural Settlement Lands are exempt from Property Taxes .

2.3 Except as otherwise provided in a Yukon First **Nation** Final Agreement, all other Settlement Lands shall be subject to Laws of General Application respecting Property Taxes as if such Lands were equivalent private property.

*VM*  
*BB*

- 3.0 Notwithstanding Laws of General Application, Settlement Lands, held by a Yukon First Nation Designated Organization, shall not be subject to attachment, seizure or sale for non-payment of Property Taxes. If Property Taxes owing on such Settlement Lands remain unpaid for more than two years, the taxing authority may withdraw the delivery of any or all services to those Settlement Lands until the outstanding Property Taxes have been paid.
- 3.1 If the Property Taxes remain unpaid on Settlement Lands six months after the withdrawal of any Services under paragraph 3.0, the taxing authority may attach the assets of the Yukon First Nation Designated Organization in addition to all other remedies including the filing of a lien or other instrument against such lands.
- 3.2 If arrears under a service agreement on Settlement Lands negotiated pursuant to section 2.3 of the Annex remain unpaid for a period of six months, Government may withdraw the delivery of any or all services to such lands until the outstanding arrears have been paid.
- 3.3 If the arrears remain unpaid six months after the withdrawal of service under paragraph 3.2, Government may, without consent of the Yukon First Nation Designated Organization, refer the matter to arbitration pursuant to paragraph 6 of the Sub-Agreement on Dispute Resolution.
- 4.0 Yukon First Nation Final Agreements shall provide for Yukon First Nations or Yukon First Nation Designated Organizations to pay similar rates for user pay **Local Government** Services generally available to property owners in the same or similar communities.
- 5.0 Notwithstanding paragraph 3.3 of the Sub-Agreement on General Provisions, the Government of Canada shall cease to make grants in lieu of taxes to the Government of the Yukon or Yukon Municipalities in relation to lands set aside by notation for the use of that Yukon First Nation when a Yukon First Nation Final Agreement comes into force.
- 6.0 At the time of a Yukon First Nation Final Agreement, Government and Yukon First Nation agree to review the matter of outstanding Property Taxes on Settlement Lands.

VM  
M  
AB

7.0 Notwithstanding Article 6.0, Government will not collect property taxes on Unimproved Rural Settlement Lands outstanding at the time of a Yukon First Nation Final Agreement.

FINAL DRAFT #30  
December 19, 1988

IM  
M  
B

Annex: Guidelines for Negotiations of Self-Government  
Agreements Relating to Provisions of Local  
Government Services

- 1.0 These guidelines may be included in Yukon First Nation Self-Government Agreements.
- 2.0 Yukon First Nation Self-Government Agreements shall:
  - 2.1 provide for a co-operative approach to all aspects of the provisions of Local Government Services required on Settlement Lands within each community.
  - 2.2 avoid **unnecessary** duplication by making efficient utilization of the existing Local Government Services.
  - 2.3 provide for an equitable cost sharing of Local Government Services between the Government of Yukon and Yukon First Nations, through Property Taxes and/or service agreements.
- 3.0 Yukon First Nation Self-Government Agreements shall establish a process for Yukon First Nations to negotiate responsibility for providing Local Government Services on Settlement Lands which shall:
  - 3.1 be consistent with these guidelines and the Sub-Agreement on Taxation of Settlement Lands;
  - 3.2 provide for the involvement of Local Governments; and
  - 3.3 provide for the negotiations of the reductions of charges on Settlement Lands when services are provided by Yukon First Nations.
- 4.0 The Government of Yukon and the Yukon First Nations shall establish a process to achieve uniform standards for Local Government Services, to the extent those standards are practical and feasible, on Settlement Lands within each community and among communities.

IM  
W  
BDS

SUB-AGREEMENT ON ECONOMIC DEVELOPMENT MEASURES

1.0 General

- 1.1 Nothing in this Sub-Agreement shall prejudice Yukon Indian People accessing and making use of economic development programs of general application to Yukon residents and Canadian citizens.
- 1.2 Unless otherwise agreed by the parties, nothing in this Sub-Agreement shall impose any additional financial obligations on Government. Measures identified in this Sub-Agreement shall take into consideration Government fiscal responsibility and economic objectives.
- 1.3 The parties shall negotiate prior to the Umbrella Final Agreement specific measures to fulfill government obligations under this Sub-Agreement.

2.0 Economic Development Programs

- 2.1. Government shall use its best efforts to improve the accessibility and delivery to Yukon First Nations of any program of general application directed to Yukon residents as part of efforts to promote economic development.
- 2.2 Government undertakes to ensure that Yukon Indian People shall have full access, having regard to program criteria, to economic development programs of particular significance to Yukon Indian People.
- 2.3 Government shall consult with and consider the recommendations of Yukon First Nations, or such organizations as the Yukon First Nations may from time to time designate, on the design, implementation and evaluation of economic development programs of particular significance to Yukon Indian People and/or directed to Yukon.

3.0 Pre-Settlement Preparation

- 3.1 The parties to this Agreement-in-Principle shall collectively develop a plan to address how existing financial and technical resources can be better utilized to maximize training and experience that Yukon Indian People will require to take advantage of economic development opportunities generated by the Settlement Agreements. A team representing all three parties shall be established, immediately after signing

JM  
BPS

of this Sub-Agreement. The team shall develop a comprehensive plan and recommendations identifying funding and measures necessary to stimulate community level activity. The plan shall be completed within six months after the signing of this Agreement-in-Principle.

#### 4.0 Employment and Business Opportunities

- 4.1 Government recognizes that reasonable measures are required to provide Yukon Indian People with opportunities to fully participate in the Yukon economy, and to develop economic self-reliance, including measures to ensure that Yukon First Nations obtain economic benefits that flow directly from the Settlement Agreements.
- 4.2 Contracts and employment opportunities generated as a direct consequence of the Settlement Agreements shall be identified in each Yukon First Nation's implementation plan. Unless otherwise provided in a Yukon First Nation Final Agreement, participation by Yukon Indian People in such contracts on a competitive basis and the employment of Yukon Indian People shall be provided based on appropriate qualifications or experience.
- 4.3 Where Government continues to be responsible in whole or in part for the management, protection or administration of resources on Settlement Lands, the parties shall negotiate as part of Yukon First Nation Final Agreements the access that Yukon Indian People, who have appropriate qualifications or experience, will have to any related contracts or employment opportunities.

#### 5.0 Training Opportunities

- 5.1 The parties to this Agreement-in-Principle recognize the importance of training to ensure effective economic development.
- 5.2 Where employment opportunities exist within Government, Government shall assist in facilitating training and professional development of Yukon Indian People so that they will have access to such employment opportunities, with particular emphasis on increasing over a reasonable period of time the number of Yukon Indian People in technical, managerial and professional positions within the public service.
- 5.3 Implementation measures shall address the need to jointly review existing training strategies and programs applicable to Yukon residents to establish a

JM  
BKS

training strategy capable of facilitating the implementation of Settlement Agreements.

5.4 The Government of the Yukon and Yukon First Nations shall jointly explore ways to make apprenticeship programs more flexible, and to promote greater participation by Yukon Indian People in such programs and shall examine other means of providing training for employment and shall identify and seek the resources necessary to implement any program changes that may be required.

## 6.0 Contracting

6.1 The parties recognize that public contracting is an important aspect of the Yukon economy.

6.2 The Government of the Yukon shall, at the time it publicly tenders contracts, provide written notice to the appropriate Yukon First Nations and where bidders lists or similar methods are utilized, the Government of the Yukon shall provide notice to those Yukon First Nations' corporations that have indicated their interest in, and ability to supply the tendered goods or services.

6.3 The Government of the Yukon shall provide information on a regular basis to Yukon First Nations on contracts that were awarded without being advertised for public tender.

6.4 For contracts awarded in the Yukon, the Government of Canada undertakes, where reasonable, to include the appropriate Yukon First Nations, and/or qualified Yukon First Nations' corporations, as a source of supply for contracts.

6.5 Yukon First Nations may, from time to time, request information from federal contracting authorities on contracts awarded in the Yukon by their agency, and where such information is publicly available the agency shall make all reasonable efforts to provide the requested information.

6.6 Government shall ensure that Yukon Indian People and Yukon First Nations' corporations are advised on how to access Government contracting, and that such individuals and businesses are given full opportunity to be registered on any lists or inventories Government uses for contracting purposes.

6.7 Government shall provide information including, where practical, seminars and workshops at the request of Yukon Indian People or Yukon First Nations"

VM  
BOS

corporations , on how to access Government supply and services contracts and standing offers.

6.8 Northern preference or business incentive program criteria that are available to Yukon businesses shall not discriminate against Yukon Indian People and Yukon First Nations' corporations.

6.9 Government of the Yukon shall, where reasonable, use its best efforts to structure contracts, both on and off Settlement Lands, so that they are of a size manageable by small business which will also ensure that such opportunities are more accessible to Yukon Indian People.

6.10 Subject to the terms of each Yukon First nation Final Agreement, the provisions of Article 6 shall apply to contracts identified in each Yukon First Nation Final Agreement and contracts related to the planning and creation of territorial and national parks.

## 7.0 Public Corporations

7.1 Government recognizes the substantial interest of Yukon Indian People in strategic investments in areas such as transportation, culture and communications, agriculture, renewable resources, services, energy, resource industries and tourism, and will undertake measures, as are reasonable under the circumstances, to enable them to make such investments.

7.2 Recognizing the impact that Crown Corporations can have on the Yukon economy, the Government of the Yukon will seek to ensure that the Board of Directors of the Yukon Development Corporation is generally representative of the Yukon population.

7.3 The Government of the Yukon further agrees that it will seek to structure the Board of Directors of the Yukon Energy Corporation so that a minimum of one quarter of the Directors are Yukon Indian People.

7.4 The parties recognize that the mandate of the Yukon Development Corporation, enables it to participate with Yukon First Nations' corporations in economic opportunities, and that such participation may include, but is not limited to, joint ventures, partnerships and equity participation in subsidiary corporations.

7.5 Yukon First Nation shall be offered an opportunity to participate in all ventures where the Yukon Development Corporation seeks public participation and equity in the acquisition or disposal of a business venture.

*Handwritten initials:*  
JM  
BWS



7.6 The parties recognize the cumulative impact that public expenditures and expenditures of Yukon First Nations can have on the Yukon economy, and shall establish procedures for conducting, to the extent practicable, joint capital planning.

#### 8.0 Resource Development Projects

8.1 The parties recognize the impact that Development Projects can have on adjacent Settlement Lands and Yukon Indian People, and shall with the appropriate Yukon First Nation, or such Yukon First Nations' corporations as they may designate, identify business and employment opportunities on such Development Projects and assist Yukon First Nations corporations to access them.

#### 9.0 Licences and Permits

9.1 Without prejudice to any current negotiations, Government shall negotiate with Yukon First Nations the allocation to Yukon Indian People of a number of licences and permits, related to outfitting and commercial fishing and other uses of natural resources, other than commercial salmon fishing. The actual allocation levels, and conditions, shall be established in Yukon First Nation Final Agreements, and shall be in accordance with the following conditions:

9.1.1 existing licences and permits shall continue in force for the present holder; and

9.1.2 the actual allocation levels and conditions shall not affect renewals if the incumbent is in full compliance with the terms of the licence or permit.

#### 10.0 Traditional Harvesting

10.1 The parties recognize the past, present and future importance of traditional Harvesting activities for Yukon Indian People, and agree that special measures are required to support and enhance participation in Harvesting activities.

10.2 The parties further agree to conduct a feasibility study on the design of a Harvesting support program before the signing of the first Yukon First Nation Final Agreement.

#### 11.0 Financial Institutions

11.1 The parties support the concept of an Indian controlled Trust Company being established, and will examine the potential viability of such an institution.

JM  
AC BS

11.2 Government agrees that if the concept of a Yukon Indian Trust company appears viable, they will take such measures as may be necessary and as are reasonable to enable Yukon First Nations to create such an institution.

12.0 **Implementation**

12.1 A full and complete review of the efficacy of the provisions of this Sub-Agreement shall be carried out in the year 2010 by Government and the Yukon First Nations. If the parties agree after the review, that the objectives of this Sub-Agreement have been met, the obligations of Government under this Sub-Agreement shall cease commencing January 1, 2011. So long as these obligations remain in effect, a like review shall be held every five years thereafter.

VM  
BOS

FINAL DRAFT #30  
OCTOBER 5, 1988

SUB-AGREEMENT ON RESOURCE ROYALTY SHARING

1.0 Definitions

- 1.1 "Crown Royalty" means any amount reserved by the Government of Yukon and paid in money or in kind in respect of a Resource produced by a person from land where Government owns the subsurface, but does not include any payment made for a service, for the creation of special purposes funds, for the issuance of a right or interest or for the granting of an approval or authorization, any payment required regardless of the ownership of the subsurface, or any payment for incentives less:
- 1.1.1 the reasonable costs incurred by the Government of the Yukon for the collection of the above Crown Royalty;
- 1.1.2 any deductions made by the Government of Canada from federal financial contributions to the Government of the Yukon which are attributable to revenues from Resources received by the Government of the Yukon.
- 1.2 "Resources" means mines and minerals whether solid, liquid or gaseous found in, on or under the Yukon Territory.
- 1.3 "Yukon First Nation Royalty" means any sum which would be payable to the Government of the Yukon in respect of the production of Resources on Category A Settlement Lands if those lands were owned by Government, regardless of whether a Yukon First Nation actually reserves a greater or lesser royalty when granting interests in Resources of Category A Settlement Lands.
- 1.3.1 For calculation of royalty sharing the amount determined to be Yukon First Nation Royalty shall be reduced by the reasonable costs that Yukon First Nations incur for the collection of their resource revenues.
- 1.4 Yukon Territory means the Yukon Territory as defined in the Yukon Act RSC 1985, Chapter Y.2 as at December 15, 1988, notwithstanding any subsequent amendment to said Act in respect thereto.

VM  
BOS

## 2.0 Crown Royalty Sharing

In the event that the Government of Canada transfers to the Government of Yukon the authority to levy and collect royalties in respect of the production of a Resource or Resources, the following arrangements shall apply:

- 2.1 The Government of Yukon shall pay to the Yukon First Nations, annually, an amount equal to:
  - 2.1.1 50% of the first two million dollars of any amount by which the Crown Royalty exceeds the Yukon First Nation Royalty, in respect of the year; and
  - 2.1.2 10% of any additional amount by which the Crown Royalty exceeds the Yukon First Nation Royalty in respect of the year.
- 2.2 The Government of Yukon shall limit the amount to be paid pursuant to paragraph 2.1 in any one year to the amount which, if distributed equally among all Yukon Indian People, would result in an average per capita income for Yukon Indian People equal to the Canadian average per capita income.
- 2.3 Government of Yukon shall consult with Yukon First Nation before granting a fee simple interest within that First Nation's traditional territory in any one or more of the Resources in the subsurface to a third party.
- 2.4 The payments made pursuant to paragraph 2.1 shall be apportioned among the 13 Yukon First Nations in accordance with the formula for apportioning the 1988 Aggregate Value under the Sub-Agreement on Financial Compensation, unless another formula is proposed by the Council for Yukon Indians and agreed to by the Yukon by the date of initialing the Umbrella Final Agreement.
- 2.5 The method of payment and any other matters required to implement this Sub-Agreement shall be negotiated prior to the Umbrella Final Agreement.
- 2.6 While the parties acknowledge that nothing in this agreement constitutes any commitment to shared management of the Resources with Yukon First Nations, if the Government of the Yukon proposes changes to the fiscal regime which would change the Government Royalty regime, it shall consult with Yukon First Nations.

*VM SDS*

2.7 Any payments made by the Government of Yukon to Yukon First Nations pursuant to paragraph 2.1 shall not be reimbursed to the Government of Yukon, in whole or in part, by the Government of Canada.

### 3.0 Interim Provisions

3.1 The parties recognize that the Government of Canada and the Government of the Yukon are negotiating agreements with respect to the transfer of administration and management of Resources.

3.2 The Council for Yukon Indians may participate with the Government of the Yukon in the development of the Government of the Yukon's negotiating positions for such negotiations.

3.3 It is acknowledged the Government of the Yukon will represent the interests of all Yukoners in such negotiations.

3.4 Any agreement as a result of negotiations pursuant to paragraph 3.1, shall be **consistent** with this Sub-Agreement.

FEDERAL DRAFT #30  
JANUARY 17, 1989

*VM BOS*

SUB-AGREEMENT ON YUKON INDIAN SELF-GOVERNMENT

1.0 General

- 1.1 Government shall enter into negotiations with each Yukon First Nation which so requests with a view to concluding agreements on self-government appropriate to the circumstances of the concerned Yukon First Nation.
- 1.2 Subject to negotiation of agreements pursuant to paragraph 1.1 and in conformity with the Constitution of Canada, the powers of Yukon First Nations may include the powers to:
- 1.2.1 enact laws and regulations of a local nature for the good government of their Settlement Lands and the inhabitants of such lands, and for the general welfare and development of the Yukon First Nations;
  - 1.2.2 develop and administer programs in areas of Yukon First Nation responsibility;
  - 1.2.3 appoint representatives to boards, councils, commissions and committees as provided for in the Settlement Agreements;
  - 1.2.4 allocate, administer and manage Settlement Lands;
  - 1.2.5 contract with Persons or Governments;
  - 1.2.6 form corporations;
  - 1.2.7 borrow money;
  - 1.2.8 levy and collect fees for the use or occupation of Settlement Lands including property taxes.
- 1.3 Self-government agreements shall not affect the rights of Yukon Indian People as Canadian citizens and their entitlement to all of the rights, benefits and protections of other citizens applicable from time to time.

2.0 Subjects for Negotiation

- 2.1 Negotiations regarding self-government agreements for Yukon First Nations may include the following subjects:

VM  
aw BCS

- 2 .1.1 Yukon First Nation constitutions;
- 2.1.2 Yukon First Nations community infrastructure, public works and government services;
- 2 .1.3 community development and social programs;
- 2 .1.4 education and training;
- 2.1.5 communications;
- 2 .1.6 culture;
- 2.1.7 spiritual beliefs and practices;
- 2.1.8 health services;
- 2.1.9 personnel administration;
- 2.1.10 civil and family matters;
- 2.1.11 subject to federal tax laws, the raising of revenue for local purposes including direct taxation;
- 2.1.12 economic development;
- 2.1.13 the administration of justice and the maintenance of law and order;
- 2.1.14 relations with the Government of Canada, the Government of the Yukon or local municipalities;
- 2.1.15 financial transfer arrangements;
- 2.1.16 an implementation plan;
- 2.1.17 all matters ancillary to the foregoing, or as may be otherwise agreed.

### 3.0 Devolution

- 3.1 Government and Yukon First Nations may negotiate the devolution of programs and services associated with the responsibilities of Yukon First Nations as agreed in negotiations over matters enumerated in paragraph 2.1
- 3.2 For greater certainty, pursuant to paragraph 2.1 the parties may negotiate the devolution of programs and services dealing with:

*VM*  
*BS*

- 3.2.1 Yukon First Nation authority for the design, delivery and management of Indian language and cultural curriculum.
- 3.2.2 Yukon First Nation authority for the design, delivery and administration of tribal justice;
- 3.2.3 the division and sharing of Yukon First Nation and public government responsibility for the design, delivery and administration of programs relating to:

**Education**



- 3.2.3.1 Indian student counseling;
- 3.2.3.2 cross cultural teacher/administrator orientation;
- 3.2.3.3 composition of teaching staff;
- 3.2.3.4 early childhood, special, and adult education curriculum;
- 3.2.3.5 kindergarten through grade 12 curriculum;
- 3.2.3.6 the evaluation of teachers, administrators and other employees;

**Health and Social Services**

- 3.2.3.7 family and child welfare, including custom adoption;
- 3.2.3.8 substance abuse programs;
- 3.2.3.9 juvenile offender programs;
- 3.2.3.10 child development programs;
- 3.2.3.11 programs for the mentally, physically, emotionally and/or socially disabled;
- 3.2.3.12 other health and social services that the parties may agree to from time to time;

**Justice**

- 3.2.3.13 policing and enforcement of law
- 3.2.3.14 corrections;



3.2.3.15 probation services;

3.2.3.16 community conflict resolution;

#### **Employment Opportunities**

**3.2.3.17 increased employment opportunities for Yukon Indian People;**

3.2.4 such other programs and services as the parties may agree.

#### **4.0 Participation**

4.1 The parties may negotiate guaranteed representation for Yukon First Nations on public Government Commissions, Councils, Boards and Committees in Yukon established to deal with the following matters:

4.1.1 education;

4.1.2 health and social services;

4.1.3 justice and law enforcement;

4.1.4 other matters as may be agreed.

#### **5.0 Yukon First Nation Constitutions**

5.1 Negotiations regarding Yukon First Nation constitutions may include the following:

5.1.1 composition and structure of the Yukon First Nation Council;

5.1.2 membership;

5.1.3 election procedures;

5.1.4 meeting procedures;

5.1.5 financial management procedures;

5.1.6 powers and duties of the Chief and Councillors ;

5.1.7 composition and powers of all Committees;

5.1.8 the rights of individual members of a Yukon First Nation with respect to the powers Of the Yukon First Nation Council;

5.1.9 amending procedures;

*VM*  
*OS*

5.1.10 internal management of the Yukon First Nation, including regional or district management structures ;

5.1.11 use, occupation and disposition of the Yukon First Nation's Settlement Lands and resources.

## 6.0 Financial Transfer Arrangements

6.1 The intent of any financial transfer arrangement negotiated in accordance with sub-paragraph 2.1.15 shall be to:

6.1.1 specify a method for determining levels of Government financial transfers to the Yukon First Nation in question;

6.1.2 specify obligations of all parties, including minimum program delivery standards for programs to be delivered by the Yukon First Nation;

6.1.3 specify accountability requirements with respect to transferred funds.

6.2 such Financial transfer arrangements will address requirements for contribution from the Government towards the funding of Yukon First Nation institutions and programs.

6.3 Financial transfer arrangements may provide for the transfer of funds through a block-funding mechanism.

6.4 Financial transfer arrangements may be re-negotiable every five years.

## 7.0 Regional or District Government Structures

7.1 Yukon First Nations with the Government of Canada, Government of the Yukon and Yukon municipalities may develop common administrative or planning structures within a community, region or district of the Yukon and these structures shall:

7.1.1 remain under the control of all Yukon residents within that district; and

7.1.2 include direct representation by the affected Yukon First Nations within that district.

## 8.0 Legislation

8.1 The Government of the Yukon shall recommend to its Legislative Assembly, Legislation separate from the Settlement Legislation to bring into effect those

IM

AK 1995

agreements, resulting from the above negotiations, for which Yukon has legislative authority.

8.2 The Government of Canada shall recommend to Parliament Legislation separate from the Settlement Legislation to bring into effect those agreements, resulting from the above negotiations, for which Canada has legislative authority.

#### 9.0 Amendment

9.1 Government shall consult -with the affected Yukon First Nation before recommending to Parliament or the Yukon Legislative Assembly as the case may be, legislation to amend or repeal legislation enacted to give effect to this Sub-Agreement.

9.2 The manner of consultation shall be set out in each self-government agreement.

9.3 Yukon First Nations constitutions may be amended only by internal amending formulae or by amendment to the Self-Government Legislation.

#### 10.0 Process

10.1 Prior to commencing substantive negotiations on self-government agreements, the parties to such negotiations shall agree on:

10.1.1 the order in which the matters to be negotiated will be addressed;

10.1.2 the time frame within which negotiations will take place, which shall be concurrent with time frames established for the negotiation of Yukon First Nation Final Agreements;

10.1.3 such other matters as may be necessary or desirable to ensure that negotiations proceed in a logical and efficient manner.

10.2 Funding for negotiations shall be according to federal policy for self-government negotiations.

#### 11.0 Protection

11.1 Agreements entered into pursuant to this agreement and any legislation enacted to implement such agreements shall not be construed to be aboriginal or treaty rights within the meaning of section 35 of the Constitution Act, 1982.

11.2 Nothing in this Sub-Agreement or in the Settlement Agreements shall preclude Yukon First Nations, if

*VM*  
*1985*  
*AM*

agreed to by the Yukon First Nations and the Government of Canada, from acquiring constitutional protection for self-government as provided in future constitutional amendments .

- 11.3 Any amendments to this sub-agreement related to the constitutional protection for self-government in whole or in part shall be by agreement of the Government of Canada and the Yukon First Nations.

*VM*  
*hcs*

FINAL DRAFT #30  
OCTOBER 5, 1988

SUB-AGREEMENT ON TRANSBOUNDARY CLAIMS

1.0 Principle

1.1 The Government of the Yukon, the Council for Yukon Indians and Yukon First Nations shall co-operate and work with the Government of Canada in settling transboundary claims.

2.0 Transboundary Claims Agreements

2.1 Government, the Council for Yukon Indians and the Yukon First Nations whose Traditional Territories are affected by a transboundary claim shall work together in respect of each transboundary claim to:

2.1.1 negotiate an agreement with each transboundary claimant group with respect to its claim in the Yukon pursuant to the process established by framework agreement if any.

2.2 Government of Canada shall make available adequate resources for claimant groups to negotiate transboundary claims in accordance with federal comprehensive claims funding policies.

2.3 The negotiations shall be based on demonstrate, patterns of traditional use and occupancy.

3.0 Internal Relations

3.1 Nothing in this Sub-Agreement precludes Yukon First Nations and transboundary claimant groups from making agreements in respect of the sharing of their lands, resources and benefits or from developing their own forms of internal relations.

4.0 Settlement

4.1 Government, the Council for Yukon Indians and the Yukon First Nations will use their best efforts to ensure settlement of the claims of the Yukon Indian People in the Northwest Territories and British Columbia.

FINAL DRAFT #30  
OCTOBER 5, 1988

*VM*  
*[Signature]*  
*BUS*

## SUB-AGREEMENT ON IMPLEMENTATION

### 1.0 Objectives

- 1.1 To develop implementation plans, to be approved at the time of Settlement Agreement ratification, for all provisions of the Settlement Agreements, to be composed of an umbrella plan for those provisions that are common to all Yukon First Nations and specific implementation plans for those provisions specific to particular Yukon First Nations.
- 1.2 To identify in detail:
  - 1.2.1 the specific activities required to implement the Settlement Agreements giving the highest priority to the training plan;
  - 1.2.2 opportunities for Yukon Indian People resulting from the Settlement Agreements; and
  - 1.2.3 who is responsible to carry out particular tasks, the time frame, the costs and which party or parties will bear such costs;
- 1.3 To identify any Yukon or Canadian Legislation that applies to the settlement area, to identify any amendments required to give effect to the Settlement Agreements and to provide information on impacts of all new or existing regulatory regimes relevant to the Settlement Agreements.
- 1.4 To identify programs requiring modifications to give effect to the Settlement Agreements.

### 2.0 Working Groups

- 2.1 In order to achieve an implementation plan by the time the Umbrella Final Agreement and each Yukon First Nation Final Agreement is ratified:
  - 2.1.1 each party will be asked to nominate a person and an alternate to act in the absence of the nominated person to participate in a working group and to delegate authority to this individual to act on its behalf. Each Yukon First Nation shall designate a representative on the working group when their Final Agreement implementation plan is being developed;
  - 2.1.2 each party can call upon other participants or technical expertise as required;

2.1.3 the working group shall be established as soon as possible;

2.1.4 should the working group be unable to reach agreement on a particular issue, this issue shall be referred to the main negotiation table for resolution.

### 3.0 Work Plan

3.1 The working group shall develop an overall work plan identifying tasks they need to complete in order to finalize the implementation plans.

### 4.0 Implementation Plan

4.1 The umbrella implementation plan, as well as individual Yukon First Nation implementation plans, shall include:

4.1.1 elements of a communications strategy;

4.1.2 a strategy to enhance community and general public awareness of the provisions and implementation;

4.1.3 a process for monitoring and evaluating implementation.

4.2 The umbrella implementation plan shall address the following:

4.2.1 transitional measures, including measures for dealing with the interests of each Yukon First Nation which has yet to conclude negotiation of its Final Agreement;

4.2.2 measures for enrollment and eligibility of Yukon Indian People prior to conclusion of Yukon First Nation Final Agreements;

4.2.3 issues that are common to all Yukon First Nation Final Agreements.

4.3 Implementation plans for Yukon First Nation Final Agreements shall be established according to the specific requirements of each Yukon First Nation Final Agreement.

4.4 Implementation plans shall take into consideration the plan prepared by the Training Assessment Committee established pursuant to the Sub-Agreement on Training for Settlement Implementation.

4.5 All implementation plans shall be governed by principles of accountability and economy.

VM  
bis

- 4.6 Implementation plans shall be completed and approved prior to ratification of the Umbrella Final Agreement and each Yukon First Nation Final Agreement.
- 4.7 The working group shall carry out its work, to the extent possible in the Yukon.
- 4.8 The parties shall be responsible for their own expenses arising from participation in the Working Group.

*VM*  
*AS*

FINAL DRAFT #30  
OCTOBER 5, 1988



SUB-AGREEMENT ON TRAINING FOR SETTLEMENT IMPLEMENTATION

1.0 Principle

1.1 The parties recognize that Yukon Indian People will require training in order to develop skills necessary for their participation in the implementation of the Settlement Agreements.

2.0 Training

2.1 There shall be established forthwith a Training Committee consisting of five members: three members appointed by the Council for Yukon Indians, one of whom shall be the Chairman, one member appointed by the Government of Canada and one member appointed by the Government of Yukon.

2.2 The Training Committee shall forthwith commence a study and shall, on or before the end of November 1988, provide the Parties with a plan which shall address the following with respect to immediate settlement related training:

2.2.1 identify the immediate training needs of Yukon Indian People to provide them with the opportunity to participate in the implementation of the Settlement Agreement;

2.2.2 identify existing government or otherwise sponsored training programs available to Yukon Indian People which can meet their immediate identified training needs;

2.2.3 make recommendations for the immediate modification of existing government training programs to make them responsive to the identified training needs of Yukon Indian People.

2.3 After the signature of the Agreement-in-Principle, the Training Committee shall provide the Parties with a written report which shall address the following:

2.3.1 determine the resources and skills necessary for Yukon Indian People involvement in the implementation of the Settlement Agreements;

2.3.2 prepare an inventory of resources and skills currently existing among Yukon Indian People which may be utilized in the implementation of the Settlement Agreements;

*VM*  
*AB* *BDS*

- 2.3.3 identify the training needs of Yukon Indian People to provide them with the opportunity to participate in the implementation of the Settlement Agreement;
  - 2.3.4 identify existing government or otherwise sponsored training programs available to Yukon Indian People which can meet their identified training needs.
  - 2.3.5 make recommendations of post-settlement modifications to existing government training programs;
  - 2.3.6 identify requirements for new training programs which would be introduced after Settlement Legislation to meet training needs of Yukon Indian People not met by existing or modified training programs; and
  - 2.3.7 make recommendations with respect to the amount of government program funds which shall be committed for a five-year period following Settlement Legislation to assist in the development and delivery of the new training programs referred to in sub-paragraph 2.3.6 herein.
- 2.4 The training plan shall reflect the priorities established for implementation by the Working Groups established pursuant to the Sub-Agreement on Implementation and pursuant to other training requirements contained in this Agreement-in-Principle.
  - 2.5 The parties shall be responsible for their own expenses arising from participation in the Training Committee.
  - 2.6 The Training Committee shall carry out its work, to the extent possible in the Yukon.

*Handwritten signature and initials:*  
VM  
RDS

FINAL DRAFT #30  
OCTOBER 5, 1988

SUB-AGREEMENT ON DISPUTE RESOLUTION

1.0 Objectives

- 1.1 To establish a comprehensive dispute resolution process for resolving issues which arise out of the interpretation, administration or implementation of Settlement Agreements or Settlement Legislation.
- 1.2 To facilitate the out-of-court resolution of disputes by the parties themselves in a non-adversarial and informal atmosphere.

2.0 Specific Disputes

- 2.1 Where **the** Settlement Agreements **specify that a** dispute or disagreement shall be referred to the dispute resolution process established under this Sub-Agreement, it shall be referred to mediation under Article 5.
- 2.2 Before an Umbrella Final Agreement, the parties shall identify the matters which are to be designated Specific Disputes for the purposes of paragraph 2.1.
- 2.3 Unless all parties to the Settlement Agreements otherwise agree, they shall be deemed to be parties to any dispute.
- 2.4 If such a dispute remains unresolved after mediation, the dispute shall then be arbitrated under Article 6.

3.0 General Disputes

- 3.1 Any dispute arising out of the interpretation, administration or implementation of "Settlement Agreements or Settlement" Legislation, whether between the parties to the Settlement Agreements or others, may be referred to mediation under Article 5 if the parties to the Settlement Agreements agree.
- 3.2 Unless they otherwise signify, the parties to the Settlement Agreements shall be deemed to be parties to any dispute.
- 3.3 If a dispute remains unresolved after mediation, the parties to the dispute may refer the dispute to arbitration by agreement.

*Handwritten initials:*  
AWS  
VM

4.0 Dispute Resolution Panel

- 4.1 A Dispute Resolution Panel shall be established comprising 12 persons appointed jointly by Yukon First Nations and Governments.
- 4.2 If after 30 days, the parties cannot jointly agree on the membership of the Dispute Resolution Panel, Yukon First Nations and Governments shall each appoint up to 6 persons.
- 4.3 The Dispute Resolution Panel shall select a chairperson from its own members.
- 4.4 Administrative costs of the Panel shall be borne by Government.
- 4.5 The Dispute Resolution Panel shall have the following duties and responsibilities:
  - 4.5.1 to ensure its members have or receive training in mediation and arbitration principles and techniques;
  - 4.5.2 to make its members available as mediators and arbitrators when selected by parties to a dispute;
  - 4.5.3 to set from time to time the fees to be charged for its members' services;
  - 4.5.4 to prepare annual budgets for its administrative costs and submit such budgets to governments for approval and funding;
  - 4.5.5 subject to the Yukon Arbitration Act, to establish procedures governing arbitrations;
  - 4.5.6 to establish procedures governing mediations.
- 4.6 Prior to Umbrella Final Agreement the parties shall negotiate the administrative matters and procedures necessary to give effect to the provisions of this Sub-Agreement.

5.0 Mediation

- 5.1 If a dispute cannot be settled informally by the parties to the dispute, at the request of the parties, the chairperson of the Dispute Resolution Panel shall appoint a mediator.
- 5.2 In the case of a specific dispute, if the parties cannot agree on the selection of a mediator, the

305  
VM

chairperson of the Dispute Resolution Panel shall appoint a mediator.

- 5.3 The recommendations of the mediator, if any, shall be non-binding. The mediator may, at his discretion, or shall at the option of the parties, provide to the parties, a brief written, confidential recommendation which shall have no precedential effect.
- 5.4 The mediation shall not extend beyond **four hours** unless the parties and mediator agree.
- 5.5 The fees of the mediator for the first four hours shall be borne by Dispute Resolution Panel. Thereafter, the fees of the mediator shall be borne equally by the remaining parties to the dispute.

#### 6.0 Arbitration

- 6.1 If a dispute is referred to arbitration, the parties to the dispute may choose a single arbitrator if they can agree on one.
- 6.2 If the parties fail to agree on the selection of an arbitrator within 15 days of the dispute being referred to arbitration, then upon application of any party, an arbitrator shall be appointed by the chairperson of the Dispute Resolution Panel.
- 6.3 Except to the extent inconsistent with this Sub-Agreement, the arbitration shall be governed by the provisions of the Yukon Arbitration Act.
- 6.4 The cost of the arbitration shall be borne equally among the parties to the dispute unless otherwise assigned in the arbitration- decision.
- 6.5 Prior to Umbrella Final Agreement, the parties to the Settlement Agreements shall negotiate the nature, extent and financial limits of remedies which may be applied by an arbitrator or arbitrators.
- 6.6 The decision of the arbitrator shall be final and binding.

#### 7.0 Judicial Review

- 7.1 Where an arbitration decision is final and binding, either pursuant to Article 2 or by agreement of the parties to the dispute, the decision of the arbitrator is not subject to appeal or judicial review except on the ground that the arbitrator exceeded jurisdiction or if the decision involves a determination of constitutional law.

BDS  
W  
VM

- 7.2 Except as provided by this Sub-Agreement, nothing herein affects the jurisdiction of any court.
- 7.3 Subject to paragraph 7.1 the Supreme Court of the Yukon Territory shall have jurisdiction in respect of any action arising out of the Settlement Agreements.

FINAL DRAFT #30  
OCTOBER 5, 1988

VM  
W  
HDS

APPENDIX A - YUKON FISH AND WILDLIFE ENHANCEMENT TRUST

Section 1 - Charitable Trust

A Yukon Fish and Wildlife Enhancement Trust shall be established by the parties as a charitable trust.

Section 2 - Trustees

Members of the Yukon Fish and Wildlife Management Board shall serve as the trustees.

Section 3 - Trust Objectives

The objective of the Trust is to restore, enhance and develop fish and wildlife population and its habitat in the Yukon. Acting in the public interests, the trustees may initiate, sponsor, fund, direct and carry out measures designed to achieve these objectives.

Section 4 - Initial Trust Capital

4.1 The Government of Yukon, Government of Canada, and the Council for Yukon Indians or its successor organization representing the Yukon First Nations, shall each contribute an amount equal to \$1 million expressed in Canadian dollars as of the third quarter of 1988 to the Trust.

4.2 Contributions by each party to the Trust shall commence as soon as practicable after Settlement Legislation and shall be based on the following schedule expressed in Canadian dollars as of the third quarter of 1988. The following contributions shall be made consecutively on the anniversary of the first contribution:

|                | Government<br>of Canada | Government<br>of Yukon | Yukon First<br>Nations |
|----------------|-------------------------|------------------------|------------------------|
| First Payment  | \$250,000               | \$250,000              | \$100,000              |
| Second Payment | \$250,000               | \$250,000              | \$200,000              |
| Third Payment  | \$250,000               | \$250,000              | \$350,000              |
| Fourth Payment | \$250,000               | \$250,000              | \$350,000              |

4.3 The contribution amounts in paragraph 4.1 and 4.2 shall be adjusted by the greater of 4% and the Final Domestic Demand Implicit Price Index from the third quarter of 1988 to the quarter prior to the Umbrella Final Agreement, or to the third quarter of 1990, which ever comes first.

*BLS*  
*VM*

Section 5 - Increasing Trust Capital

The Trust capital may be increased by donations from Government, corporations, private individuals, and through other fund raising measures.

Section 6

Except for the reasonable costs of **administering** the Trust, all expenditures from the Trust shall be **solely** directed to the objectives of the Trust, and no monies for any purpose shall be expended from the Trust capital.

Section 7

Expenditures from the Trust Fund are not intended to duplicate or replace government expenditures on fish or wildlife management.

Section 8

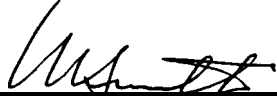
Prior to the Umbrella Final Agreement, the Government of Canada, the Government of Yukon and the Council for Yukon Indians shall enter into a trust agreement to give effect to this Appendix.

FINAL DRAFT #30  
December 19, 1988

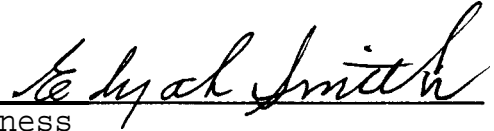
B/S  
W  
JM



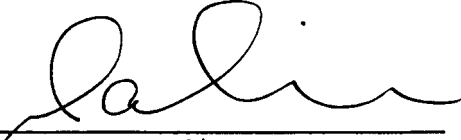
Signed at Whitehorse, Yukon the 29th of May 1989



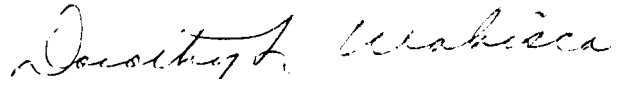
Mike Smith, Chairman  
Council for Yukon Indians



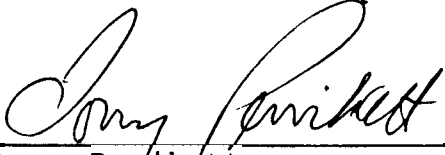
Witness



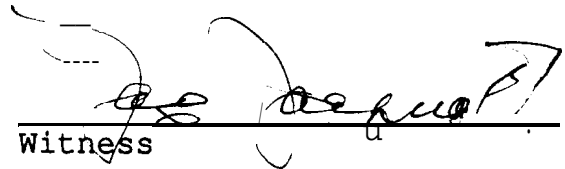
Pierre H. Cadieux, P.C., M.P.  
Minister of Indian Affairs  
and Northern Development



Witness



Tony Penikett  
Leader  
Government of the Yukon



Witness