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YUKON INDIAN LAND CLAIMS - AGREEMENT IN PRINCIPLE - SUMMARY

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YUKON INDIAN LAND CLAIMS

AGREEMENT IN PRINCIPLE

SUMMARY

Yukon
Executive Council Office
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1983



November, 1983

Fellow Yukoners:

I am pleased to inform you that the Negotiators for the Governments of Yukon and Canada and the Council for Yukon Indians have agreed upon most of the major elements of an overall Agreement-In-Principle. The Government of Yukon has fought hard to ensure that the land claims settlement will be fair to all Yukoners while, at the same time, providing Beneficiaries with specific rights and benefits in exchange for their aboriginal claim to lands in Yukon. I am confident that the Agreement-In-Principle is a good one and will be accepted by all Yukoners.

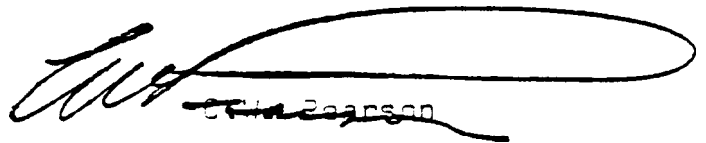
As you know, the effects of a land claims settlement will be far reaching. In the past I have said that it will alter our society, our constitutional framework, our use of lands and our very basic concepts about Yukon. Knowing this, the Government of Yukon insisted that the best way of dealing with such changes would be through a "one" or "co-operative government system". It recognized that Yukon cannot afford a Settlement that divides Yukoners along racial lines. beneficiaries and non-beneficiaries have lived together and continue to live together sharing many of the same values and aspirations. This is not to say that there are no differences between the two groups. Certainly this Government acknowledges the need for improved relations and understanding between Yukon Indians and other Yukoners.

For these reasons, this Government worked hard and succeeded in convincing the other Parties that the most appropriate model on which to base a Yukon land claims settlement is the co-operative, one-government system. This system reflects and responds to the interests of all Yukon residents, while providing Beneficiaries with specific guaranteed rights and benefits, and the opportunity to participate effectively in the decision-making authorities which govern Yukon life.

We look forward to the day when a Settlement is in place and all Yukoners can get on with the business of shaping Yukon's future co-operatively.

Yours sincerely,

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NORTHWEST TERRITORIES


Bill Pearson

YUKON **INDIAN** LAND CLAIMS

AGREEMENT-IN-PRINCIPLE

Government of Yukon
November 1983

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CHRONOLOGY OF EVENTS
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YUKON INDIAN LAND CLAIMS
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- FEBRUARY 1973 Yukon Indian people present their initial land rights claim entitled Together Today for our Children Tomorrow.
- APRIL 1973 TO JANUARY 1978 Under the first three federal negotiators various approaches are used to resolve a Yukon claim. However the parties are unable to conclude an overall **Agreement-In-Principle.**
- JANUARY 1978 Council for Yukon Indians withdraws from claims negotiations to further research and analyze its land claim. Talks are subsequently suspended for approximately one year.
- JANUARY 1979 Council for Yukon Indians submits revised claims proposal entitled A Proposal for a Yukon Indian Settlement, to the federal government for negotiation.
- FEBRUARY 1979 Maurice Aked is appointed Senior Federal Negotiator for the Yukon Claim. He heads up a government negotiating team comprised of federal officials and representatives of the Yukon Territorial Government.
- FEBRUARY 1979 Willard Phelps is named as the Government of Yukon's representative in claims talks. A Memorandum of Understanding is signed between the federal and territorial governments setting out the full participation of Yukon as a basic requirement in claims negotiations.
- FEBRUARY TO OCTOBER 1979 Negotiations continue. Some progress is made on eligibility and Yukon Indian harvesting rights.

FEBRUARY TO
OCTOBER 1979

Dr. J.R. Holmes is appointed as the Minister of DIAND's Special Representative to negotiate the Yukon land claim. Although Dr. Holmes received a broad mandate, little progress was made due primarily to the interruption by the federal election of February 1980.

MAY 1980

Dennis O'Connor, Q.C. is appointed Chief Federal Negotiator to conduct intensive negotiations on the major issues of the claim.

JUNE TO
DECEMBER 1982

Negotiations continue. Substantial progress is made with sub-agreements being signed on a Yukon Indian Elders program, eligibility, Yukon Indian wildlife harvesting rights and management and land use planning. Breakthroughs in these areas provide the momentum for further progress.

JANUARY 1981
TO
DECEMBER 1982

Progress continues to be made with some 35 sub-agreements being concluded on key aspects of the claim including land selection and tenure, local government, provision of programs to Beneficiaries and financial compensation.

DECEMBER 13
1982

Government of Yukon withdraws from claims negotiations attaching certain conditions that would have to be met before it would return to the claims table.

DECEMBER 1982
TO APRIL 1983

Government of Yukon is absent from negotiations pending clarification of six issues which it considered crucial to the conclusion of a land claims settlement that would be fair to all Yukoners.

APRIL 1983

Following satisfactory resolution of five of the six issues and the establishment of a process to deal with the transfer of land from the federal government, the Government of Yukon returned to negotiations.

APRIL TO
NOVEMBER 1983

progress continues to be made on out-
standing claims matters including the
completion of land selection for five
remaining Yukon Indian Elands.

BACKGROUND

In February 1973 the Yukon Indian people presented their initial lands rights claim entitled Together Today for Our Children Tomorrow. While several attempts were made to negotiate a land claims settlement during the period from 1973 to January 1978, including the establishment of a co-operative planning process, the Yukon Indian people and the Governments of Canada and Yukon were unable to achieve any major progress. The Council for Yukon Indians withdrew from claims negotiations in January 1978, stating that Yukon Indians required additional time to reassess their original claims proposal.

On January 20th, 1979 the Council for Yukon Indians submitted a revised claims proposal entitled Proposal for a Yukon Indian Settlement, to the federal government for negotiation. A joint federal-territorial government negotiating team was formed and claims talks got underway in February 1979. While some progress was made in the areas of eligibility and Yukon Indian harvesting rights, substantive negotiations did not take place until May 1980 when Dennis O'Connor, Q.C. was appointed Chief Federal Negotiator. Since that time, the Parties have worked diligently on the very complex and detailed task of negotiating an Agreement-In-Principle, including the selection of specific rural and community lands for seven Yukon Indian Bands. Finalization of land selection for the five remaining Bands is in progress.

YUKON INDIAN LAND CLAIMS
AGREEMENT-IN-PRINCIPLE

INTRODUCTION

Since the commencement of claims negotiations in June 1980 under Chief Negotiators Dennis O'Connor (Canada), Wills, Phelps (Yukon) and Dave Joe (Council for Yukon Indians), the Parties have signed over 60 sub-agreements. These agreements have been subsequently combined to form one overall Agreement-In-Principle. It is important to keep in mind that the overall Agreement-In-Principle is not a legally binding and enforceable contract, but is a declaration of the intention of the Parties to reach a final agreement based on terms and conditions set out in the Agreement-In-Principle. The Agreement-In-Principle will require Cabinet approval of the Governments of Canada and Yukon as well as ratification by Yukon Indian people. If the Agreement-In-Principle is approved, the Parties will be authorizing their Negotiators to negotiate a final agreement based on the Agreement-In-Principle. Upon execution of a final agreement, the Government of Canada will commence preparation of Settlement Legislation approving, giving effect to and declaring valid the provisions of the final agreement.

The Agreement-In-Principle sets out a number of general provisions respecting the final agreement and Settlement Legislation. Under Settlement Legislation Canada and Yukon will grant specific rights, privileges and benefits to Yukon Indian Beneficiaries in exchange for any claims, rights, titles and interests that they may have had in Yukon or elsewhere in Canada. Nothing in the final agreement will prejudice the rights of beneficiaries as

Canadian citizens and residents of Yukon, and they will **continue** to be entitled to all the rights and benefits enjoyed by **all** other Canadian citizens. Beneficiaries will be subject, as will all elements of their Settlement, to all laws of **general** application in force in Canada and Yukon from time to time except as otherwise agreed to by the Parties. It should be noted that upon enactment of Settlement Legislation, the provisions of the Indian Act will not apply to Beneficiaries **while in** Yukon except as may be agreed to by the Parties. As well, those lands presently reserved or set aside for Yukon Indian Bands will become part of settlement lands for **each** respective Band.

A detailed summary of the major elements of the Agreement-In-Principle is provided together with a description of the "one-government system". A number of minor aspects of the Agreement have been excluded. At the time of writing this summary three matters remained outstanding: the extent of Beneficiary ownership of the subsurface under settlement **lands**; the harvesting and management of the Porcupine Caribou **Herd**; and issues related to the Constitution Act, 1982.

THE ONE-GOVERNMENT SYSTEM

In order to comprehend the underlying principles on which the Agreement-In-Principle has been developed, it is important to understand the model of government on which it is based. Essentially, it is a system of government at the territorial and local levels where all Yukoners are provided the opportunity to participate in a meaningful way in areas of particular concern to them. Under the system Yukon Indian Beneficiaries are given a special voice and specific settlement guarantees in certain areas such as wildlife harvesting, land management, education and local government matters while preserving the democratic principle of one person - one vote. The system provides equal benefits and protections for status and non-status Indians.

The co-operative, one-government system is made up of three categories of concerns:

1. areas of exclusive interest to Beneficiaries;
2. areas of common concern to all Yukoners, and
3. areas of common concern in which Beneficiaries have a special interest.

Areas of exclusive interest to Beneficiaries include the use of settlement lands and allocation of such lands to Band members except where modified by the Agreement and other internal settlement matters. These include eligibility and enrollment, Beneficiary housing, the allocation of traplines, hunting quotas and fishing licences to Beneficiaries, and the design and delivery of certain programs funded and developed by Beneficiary organizations. Matters of this nature would be handled by Bands, a Central Indian Authority and other corporate Indian authorities.

Areas of common concern to all Yukoners include such matters as roadways, water and sewer, and public recreation facilities. Matters of this nature would be handled at the local level through the community government and at the territorial level by the Government of Yukon.

Areas of common concern in which Beneficiaries have a special interest include certain aspects of education, the administration of justice, social programs, health, Indian historic sites and cemeteries, and other matters of similar nature. While matters of this nature would be handled by government, the Agreement provides for guaranteed Indian involvement on advisory boards to ensure that Beneficiary concerns in these areas are dealt with. For example, while education remains the responsibility of the Government of Yukon, beneficiaries are guaranteed at least two members or 25%, whichever is greater, on a Yukon Education Council.

Through the provision of specific measures and guarantees in the Agreement-In-Principle, Beneficiaries are given the opportunity to participate effectively in local and territorial government structures by means of guaranteed involvement on advisory boards, commissions and other bodies which will be established as a result of the claims settlement.

SLIMMARY OF MAJOR ELEMENTS
OF THE AGREEMENT-IN-PRINCIPLE

ELIGIBILITY ANO ENROLLMENT

In order for Yukon Indians to qualify as Beneficiaries under a Yukon claims settlement, a person must meet specific criteria. A person is eligible if he or she is a Canadian citizen and:

- (a) has 25% or more Yukon Indian blood and was ordinarily resident in Yukon between January 1st, 1800 and January 1st, 1940; or
- (b) is a lineal descendant or adopted child of a qualified Beneficiary.

In addition, the Elders Council of the Council for Yukon Indians may declare a person eligible to receive benefits if that person is a member, or whose ancestors are considered to be members, of a Yukon Indian Tribe prior to 1940. It is also possible for a person who is not a Canadian citizen to qualify as a Beneficiary providing he or she was born in Yukon and otherwise meets the criteria in (a) above or is a descendant of a person who meets the requirements in (a) above.

An Enrollment Commission will be set up comprised of one representative from the Yukon Indian people, one from the federal government and a third representative mutually chosen by the other two. The Commission will be responsible for determining the master enrollment list. A permanent enrollment authority will be subsequently responsible for the ongoing maintenance of the master list. An appeal process will be established to resolve any disputes.

to be harvested. Yukon Indians will be responsible for distributing the Yukon Indian people's share of the allowable harvest while the Government of Yukon will assign hunting licences to other Yukoners.

The Agreement also provides Beneficiaries with certain other rights including the exclusive right to harvest game on their lands and the right to utilize their wildlife harvest for human food and clothing and for the purpose of barter among Indian people in exchange for fish and/or wildlife. In addition, local Indian people are guaranteed a preferential right to hunt for food in Kluane National Park under certain conditions. This type of right will apply to local Indian residents who hunt on lands which may form future national parks.

Finally, except where modified by the Agreement-In-Principle, beneficiaries and Beneficiary lands will be subject to the laws of general application respecting wildlife harvesting in Yukon.

TRAPPING

Under the Agreement Beneficiaries are guaranteed certain trapping rights while the ability of non-Beneficiary Yukoners to continue trapping at current levels is protected. Beneficiaries are given a right of first refusal to acquire trapping areas on 70% of the lands available for trapping in Yukon. This level is in accordance with the ratio of Beneficiary to non-Beneficiary trapping areas existing at the present time. Two types of trapping areas are set out in the Agreement: Category 1 and Category 2. Category 1 trapping areas are those areas designated as such by a

Beneficiary trapper and Category 2 trapping areas are those held by qualified members of the public and are fully assignable. beneficiary holders of Category 1 trapping areas have the exclusive privilege to harvest forbearers on **all** lands within the trapping area. While this privilege can be assigned only to **Beneficiaries**, it is possible to lease it to eligible non-beneficiaries. Subject to laws of general application, beneficiary trappers will be responsible for allocating trapping privileges on Category 1 trapping areas on a community-by-community basis and the Government of Yukon will allocate trapping privileges on Category 2 trapping areas.

The Government of Yukon will continue to have responsibility for the management of fur resources in Yukon including such matters as general qualifications to trap, seasons, methods of harvest, restriction of trapping area and data collection. The Yukon Wildlife Management Board referred to above is also responsible for making recommendations to the Government of Yukon on all trapping matters.

FISHING

Under the Agreement Yukon Indian Beneficiaries are guaranteed certain fishing rights within a quota system for Pacific salmon and coarse fish while continued access for non-Beneficiaries to sports, domestic and commercial fish is protected. The Agreement provides for fisheries management and licencing to remain the responsibility of the appropriate government. Specific measures will ensure that Beneficiaries are consulted on those fisheries matters which affect them.

Under the quota system, the responsible government will consult with Beneficiaries concerning the establishment of an annual allowable catch for Pacific salmon and coarse fish in each river system in Yukon where these fish are found. Fishing quotas for Pacific salmon and coarse fish will be assigned between Beneficiaries and non-Beneficiaries based on the average annual numbers of fish currently taken by each user group for each river system. Beneficiaries will have the exclusive right to catch Pacific salmon for food purposes at certain identified sites. This would also apply for coarse fish. While the Indian food, domestic and sports fisheries have priority over commercial fishing, provision is made for beneficiaries to participate in the commercial fishery where fishing stocks are sufficient to permit this. Beneficiaries will be issued commercial salmon and/or coarse fishery licences based on the percentage of Yukon's population that they represent. beneficiaries are also given a right of first refusal to acquire new or existing commercial fishery licences from non-Beneficiaries when such licences are not renewed by the holder provided Beneficiaries hold less than the allowed number of commercial licences. Except where modified by the Agreement, laws of general application will apply in respect to fishing in Yukon.

LAND

Perhaps the most significant element of the overall Agreement-In-Principle is the provision of lands to Yukon Indian Beneficiaries. This particular aspect is also of major importance to other Yukoners. Throughout negotiations on land particular care has been taken to protect third-party interests, while at the same time, providing Beneficiaries with sufficient lands to safeguard their traditional lifestyle and heritage, and to provide them with economic opportunities.

TENURE

All Parties to the negotiations recognized the need for Beneficiaries to have more say over their settlement lands than was provided to Indian people in southern Canada. At the same time Beneficiaries recognized that, as private land owners, they would have to accept certain types of responsibilities associated with greater control. To this end, settlement lands will be held privately, in fee simple title by Band Councils rather than held as reserve lands in trust by the Government of Canada. Except where modified by the Agreement, Beneficiary lands will be subject to the laws of general application including property tax and expropriation.

CONSTRAINTS TO SELECTION

In order to protect private and public interests in Yukon lands, a number of constraints were established to guide the Parties during the land selection process. Essentially, those interests existing at the time of the

overall Agreement-In-principle have been excluded from lands selected. These include privately-owned, titled land, land under agreement for sale and land under residential or agricultural leases. Except where modified by the Agreement, all lands occupied by any agency of governments, all lands transferred to any government department, all lands notated or reserved by the Northern Program of DIAND and grazing leases have been excluded from settlement lands. In addition, lands selected are subject to certain current interests such as agreements respecting forest resources, placer and quartz mining claims, easements, servitudes, rightsof way for reasonable access and public highways maintained by government.

Special provisions have been made to accommodate certain third-party interests located within selected lands. All rights and privileges associated with registered trapping areas including reasonable access to such areas will continue. Current holders of timber permits are assured a continued supply of timber from selected lands or from adjacent lands. Registered outfitters are guaranteed the right to use those lands selected within their area for access to the balance of their lands.

Certain other restrictions while not contained in the Agreement were taken into consideration during land selection. For instance, settlement lands can not be selected in a manner that will prevent the future expansion of Yukon communities nor tie up both sides of navigable waterways. Where possible, lands selected have to be representative of the general terrain.

QUANTUM

In order to deal appropriately with the specific needs and interests of each Yukon Indian Band and to take into account the varying geographic characteristics of the land areas associated with each Band, negotiations on land selection and quantum have been conducted on a band-by-band basis. Approximately 8,000 square miles (20,000 square kilometers) of Yukon land will be transferred to Yukon Indian Beneficiaries after Settlement Legislation. Of this, some 3,000 square miles (7,500 square kilometers) of land have been provided to the Old Crow Band. Each Band will receive between eight (8) to fifteen (15) rural blocks of land ranging in size from two (2) to two hundred and fifty (250) square miles (650 square kilometers).

In addition to these larger blocks of land, approximately fifty (50) to one hundred (100) smaller specific sites of land will be transferred to each Band to accommodate Beneficiary campsites, cabins, fish camps and other interests of this nature. Each Band will also receive certain lands within Yukon communities primarily for residential and commercial purposes.

Bands in south Yukon (Carcross, Champagne/Aishihik, Teslin, Whitehorse and Liard) have been provided lands on the basis of .85 square miles (2.2 square kilometers) per Beneficiary. Because of the lower productivity of land in the Burwash/Beaver Creek area, the Kluane Tribal brotherhood received .95 square miles of land (2.5 square kilometers) per Beneficiary. Bands in mid-Yukon (Selkirk [Pelly Crossing], Carmacks and Dawson) agreed to 1.1 square miles of land (2.9 square kilometers) per beneficiary.

In north Yukon substantially greater amounts of land per Beneficiary were provided to the Old Crow Band in order to protect its traditional lifestyle.

In arriving at the total amount of settlement land and the distribution of these lands amongst north, mid and south Yukon Bands, the Parties considered factors such as the productivity and availability of Yukon lands as well as beneficiary requirements for and traditional use of such lands.

TAXATION

Under the Agreement improved rural settlement lands will be subject to taxation according to the laws of general application. This includes fenced rural settlement lands, those under cultivation and those reasonably associated with the particular improvement. The Agreement stipulate that rural settlement lands can not be seized or sold for non-payment of property taxes while owned by a Band. However provision is made for the appropriate authority to take action, including the attachment of assets other than land and the filing of a lien against the lands in question, should taxes remain unpaid for a period of two years. Unimproved rural settlement lands will not be taxed.

Community settlement lands will be taxed in the same manner as all other lands within Yukon communities. The same provisions respecting the non-payment of property taxes owing on rural settlement lands will apply to community settlement lands. For ten years following the enactment of Settlement Legislation, the Government of Canada will provide financial assistance to Bands for

the payment of property taxes on community settlement lands owned by a Band.

LAND USE PLANNING

The Parties recognized the need for a systematic method of land management in Yukon based on the development of land use plans and a process for assessing the impact of development on the environment. To this end, a land use planning process and an environmental assessment and review process will be established by governments within one year of a final agreement.

The land use planning process will develop and review land and water use management plans. It will attempt to minimize the negative impact of development on the Yukon environment and will facilitate planned development in Yukon. Yukon Beneficiaries are guaranteed at least 25% of the membership on any boards, committees or commissions that may be established to assist governments in land management.

Under the environmental assessment and review process, governments agreed to look at the effect of specific developments on the environment. Yukon Indian people are guaranteed either 25% of the membership on an environmental assessment and review process or a percentage equal to the ratio of Beneficiary to non-Beneficiary population in Yukon, whichever is greater.

PROGRAMS

Under the Agreement-In-Principle Beneficiaries have agreed to terminate those government programs delivered exclusively to status Indians and/or exclusively to non-status Indians while in Yukon in consideration of a specific sum of money. At the same time, the Agreement ensures that Yukon Beneficiaries will be entitled to receive programs, funding and technical assistance as may be provided from time to time by the Governments of Canada and Yukon to non-Beneficiaries in Yukon. The Agreement-In-Principle provides for the establishment of certain programs exclusively for Beneficiaries to be administered by them and paid for largely from settlement funds. These include Beneficiary housing and Beneficiary municipal services upgrading. In addition, special measures are provided for Beneficiaries in the areas of education, health and social services and the administration of justice.

YUKON BENEFICIARY HOUSING

A joint government/beneficiary Housing Committee will be established to develop a 10-year housing implementation plan for the provision of new housing and the upgrading of existing housing for Beneficiaries. This plan will require the approval of the twelve Yukon Indian Bands and the Parties to the negotiations before a final agreement. The programs set up under the plan would be developed and delivered by the Bands.

YUKON BENEFICIARY MUNICIPAL SERVICES UPGRADING

In order to provide Beneficiaries with adequate levels of municipal utilities and services on community

settlement lands, a joint government/beneficiary Municipal Services Committee will be established. The Committee will be responsible for developing a 10-year municipal utilities and services implementation plan for the upgrading of such utilities and services for Beneficiaries within communities. Where possible, the plan will make use of existing common municipal utilities and services. The plan will require the approval of the twelve Yukon Indian Bands and the Parties to the negotiations before a final agreement. The Bands will be responsible for developing and implementing their respective programs to and on Band settlement lands within communities. As projects under the 10-year plan are completed, the Government of Yukon may assume ownership of and responsibility for the operation and maintenance of the municipal utilities and services.

Beneficiaries have agreed to pay the sum of three million (\$3 M) dollars a year for ten years from settlement compensation monies to help finance the housing and municipal utilities and services programs. This amount will be divided equally between the two programs. This amount will be supplemented by a guaranteed annual minimum sum of dollars from the Indian Affairs Program for the ten year period to assist with the establishment of the two programs and to facilitate the phasing out of the on-reserve housing programs and municipal utilities and services programs currently provided by the Indian Affairs Program.

INDIAN EDUCATION (Kindergarten to Grade 12)

Under the Agreement the Government of Yukon will continue to be responsible for educational programs and services for all Yukoners while granting beneficiaries

special rights within the Yukon educational system to preserve and enhance their cultural identity and values.

Once the land claims settlement is made law, a Yukon Education Council will be established by the Government of Yukon to advise on all matters of education from Kindergarten to Grade 12. Beneficiaries are guaranteed a minimum of two members or 25%, whichever is greater, on the Council for a period of 25 years. In school committees established at the community level, Beneficiary representation is dependent on the percentage of the Beneficiary school population in each community.

A Beneficiary controlled and operated Yukon Indian Education Centre will be set up to develop special educational materials for Beneficiaries. As well, Beneficiary education authorities may be established at the central and Band levels to plan and deliver special educational services programs of exclusive interest to Beneficiaries and to co-ordinate their involvement in the educational services programs provided by the Government of Yukon. All costs associated with these authorities will be financed by Beneficiaries.

HEALTH AND SOCIAL SERVICES

In order for Beneficiaries to become involved in the planning and delivery of health and social services in Yukon, a Health and Social Services Board will be established to advise the Government of Yukon on all matters affecting health and social services. Beneficiaries will be guaranteed a minimum of two members or 33 & 1/3%, whichever is greater, on the Board for a period of 25 years. Where community health and

social services committees are created, Beneficiaries are guaranteed participation provided there are a significant number of them living in the community.

The Agreement **also allows** Beneficiaries to establish their own health and social services programs of exclusive interest to them such as assistance to Indian Elders. These programs will be financed with settlement monies .

JUSTICE

A Yukon Community Courts System will be established within one year of Settlement Legislation to replace the present Justice of the Peace Courts System. Except where modified by the Agreement and the laws of general application respecting the administration of justice in Yukon, all residents of Yukon are eligible to be appointed as Justices of the Peace by the Government of Yukon. The Yukon will be divided into judicial districts which will, where possible, correspond with Yukon communities. Each Community Court will be presided over by one Justice of the Peace. However, in certain instances a Community Court may be presided over by up to three Justices of the Peace. The appointments " will generally reflect the population ratio of Beneficiary to non-Beneficiary residents living in each of the judicial districts.

The Justices of the Peace, in their capacity as the judiciary of the Community Courts System, may preside over all matters conferred upon them by federal, territorial and municipal legislation as well as child support, maintenance, small claims and juvenile

offenders . The Courts may **also** decide on all dispute's between Beneficiaries and between Bands arising out of the interpretation of the claims settlement and on any bylaws or regulations passed by Yukon Indian Bands.

Within one year of Settlement Legislation, the Government of Yukon **willestablish a** Yukon Justice Commission responsible for advising the Government of Yukon respecting any matters affecting the administration of the Community Courts System. Beneficiaries are guaranteed two members on the Commission for 25 years.

It is hoped that with these provisions Beneficiaries will have a more effective voice in the administration and delivery of justice in Yukon and that those persons involved in the justice system will gain a better understanding of the culture and value of Yukon Indian Beneficiaries.

TRAINING FOR IMPLEMENTATION

The parties recognized that **Beneficiaries** should take part in the implementation of the Settlement and that training would be required by some **Beneficiaries** in order to develop skills necessary for their participation. To this end, a Training Committee was established comprised of representatives from the Council for Yukon Indians and the Governments of Canada and Yukon. The Committee will report on the resources and skills necessary for Beneficiary involvement in implementation and identify the training needs required by them. It will also identify government or other sponsored training programs currently available which can meet Beneficiary training needs. As well, it will determine requirements for new training programs and the amount of government program funds to be committed for a 5-year period for the development and delivery of new programs.

ABORIGINAL AND TREATY CLAIMS WITHIN YUKON BY NON-RESIDENT
INDIAN PEOPLE

Several groups of non-resident Indian people are claiming aboriginal rights in portions of Yukon. Essentially, the Agreement calls for the provision of wildlife harvesting rights to those non-resident user groups having valid claims in Yukon. No rights of land ownership or participation in the management of land and wildlife would be granted to such groups in Yukon.

Where wildlife harvesting rights are provided to non-resident Indian people, the portion of the harvest allotted to them would come from that portion allocated to Yukon Beneficiaries according to the terms set out in the hunting, fishing and trapping sections of the Agreement-In-Principle. Yukon Beneficiaries will conduct their own negotiations with each non-resident user group in an effort to reach agreement on the extent of the share to be assigned to the non-resident Indian groups. Governments would only become involved in negotiations if requested to by the other parties.

A review of historical and current use by non-resident Indian groups to determine the nature and extent of the wildlife harvesting rights to be granted to them would be carried out prior to a final agreement of the Yukon land claim. The Government of Canada has agreed to provide monies to cover the costs involved in carrying out the review. The Agreement suggests that similar rights should be granted to Yukon Indians to the extent of a demonstrated aboriginal claim by them to lands outside of Yukon.

FINANCIAL COMPENSATION

The Agreement calls for the Government of Canada to make capital transfer payments to Beneficiary organizations totalling \$380 million (\$130 million in 1982 present value). These monies will be paid out annually for a 20-year period following Settlement. In return for these monies and other settlement benefits, beneficiaries have agreed to surrender and convey to the Government of Canada all aboriginal claims and interests that they may have had in Yukon or elsewhere in Canada.

Yukon Indians also agreed to the termination, for Beneficiaries while in Yukon, of government programs that may be provided from time to time exclusively to status and/or non-status Indians elsewhere in Canada. In consideration of this, Beneficiaries will receive from the Government of Canada, capital transfer payments in the amount of \$160 million (\$53.69 million in 1982 present value) to be paid out over a 20-year period following Settlement. As well, the federal government will make annual payments as Band support funding to Yukon Indian organizations in an amount to be determined in the final agreement.

The Agreement assumes that capital transfer payments will begin on December 31st, 1985 the year that Settlement Legislation is expected to be enacted. All subsequent annual payments will be made on December 31st of each year. The Government of Canada further agreed to provide an advance payment of \$15 million as part of the financial compensation upon execution of a final agreement.



ECONOMIC AND CORPORATE STRUCTURES

The Agreement provides for the establishment of Beneficiary corporations which will receive and be responsible for the management of the financial compensation. These corporations may include: a Yukon Indian Heritage Foundation, a Yukon Indian Land Corporation, a Yukon Indian Resource Corporation and one or more corporations for each Band. Although settlement corporations will be incorporated under federal and/or territorial laws of general application, the internal structures, powers and responsibilities will be determined by beneficiaries. Settlement corporations will be owned and controlled by Beneficiaries who will be either directly or indirectly equal shareholders and/or members. Prior to final agreement, provision will be made for the establishment of a Central Indian Authority to advise the federal government respecting the payments of financial compensation monies to be made to each corporation.

TAXATION OF BENEFICIARIES AND BENEFICIARY ORGANIZATIONS

Under the Agreement all capital transfer payments paid by the Government of Canada to Yukon Indian Beneficiary organizations as financial compensation monies and as monies for Beneficiary housing and municipal services and utilities will be transferred tax free. As mentioned previously, Beneficiary corporations will be established to receive and be responsible for the management of financial compensation. These corporations will operate mainly for the benefit of Beneficiaries of the Settlement.

While settlement corporations will be taxed pursuant to the laws of general application, a central Foundation will be set up in a manner that would allow for its registration as a charity under the Canada Income Tax Act. The Foundation will be responsible for receiving, administering and investing settlement funds as well as disbursing income from investment and capital in furtherance of specific charitable objectives such as the provision of social, educational and training programs for Beneficiaries and certain types of economic development activities. The Foundation will not pay taxes on income earned provided it is spent in furtherance of these types of objectives. The Agreement also provides for the establishment of similar foundations at the Band level.

In addition to the above, other efforts have been taken to ensure that settlement corporations will receive full tax benefits under the laws of general application.

NORTH YUKON

Due to the environmental significance and the importance of wildlife to the Indian people of Old Crow, the area north of the Porcupine River has been given special attention within the overall Agreement-In-Principle. A separate land use planning and environmental assessment and project review process will be established for north Yukon. Certain conditions have been set out respecting the possible creation of a national park and the protection of wildlife and its habitat.

LAND USE PLANNING & ENVIRONMENTAL ASSESSMENT & PROJECT REVIEW

A land use planning process will be established in order to complete a land use plan for north Yukon within three years of the Agreement-In-Principle. Yukon beneficiaries are guaranteed at least 25% of the membership in any planning advisory structures set up for that area north of the Porcupine River and south of the North Slope. Yukon beneficiaries together with other Native peoples are guaranteed at least 25% of the membership on any planning advisory structures set up for the North Slope area. The planning process will take into consideration the protection of the social and cultural environment of the Old Crow Band, the protection of wildlife and wildlife habitat, the establishment of a national park within north Yukon, the establishment of Herschel Island as a Yukon Historic Territorial Park, and sufficient accommodation for a variety of uses throughout the total area. The planning process will also provide for public hearings.

Any development that might take place in north Yukon will have to **meet** certain requirements respecting the protection of wildlife and waterfowl population levels, migration patterns of the caribou, and water quality and quantity of the Old Crow Flats. A number of interim measures are set out including maintenance of the present withdrawal order for north Yukon except where necessary for wildlife conservation or the establishment of parks, lifting of the withdrawal order for approved specific development, the establishment of parks prior to completion of the land use plan and provision for Old Crow residents to participate in economic opportunities within planned areas.

The environmental assessment and project review process will have the same regard for the natural and biological environment as the planning process while assisting Old Crow Beneficiaries to take advantage of economic opportunities associated with any resource development. Membership in the review process will be on the same basis as for the planning structures. Old Crow Beneficiaries will be given the opportunity to review and comment on all future applications received by government for land use in north Yukon. Subsequent to this, **all** development proposals for north Yukon will be evaluated by government and submitted to the review process. Except where modified by the Agreement, government may permit proposed development if it decides that public convenience and necessity outweigh conservation interests.

In order to assist Old Crow Beneficiaries to participate effectively in the planning and review processes and to take advantage of any economic opportunities associated

with resource development, a special committee will be established to evaluate the training needs for the Old Crow Band.

Several other provisions are set out in the Agreement including guaranteed consultation with the Old Crow Band in any processes that may be established for the creation of Herschel Island as a Territorial Park and the possible construction of an access road to the community of Old Crow. Representation for Old Crow beneficiaries is also ensured on any advisory bodies dealing with the management of the Dempster Corridor.

ESTABLISHMENT OF A NATIONAL PARK IN NORTH YUKON

In the event that a national park is developed in north Yukon, the Agreement provides for the participation of the Government of Yukon and the Old Crow Band on any boards, bodies or commissions that may be set up by the Government of Canada respecting the establishment of park boundaries. As well, the Old Crow Band will be fully consulted in any processes that are established to create the park. The park will be zoned as a wilderness oriented park unless agreed otherwise by Old Crow Beneficiaries. Except where modified by the Agreement, Old Crow Beneficiaries will have certain guaranteed rights within the park including the exclusive right to hunt, trap and fish, and a right of access for and the right to construct facilities used in exercising these harvesting rights. Except for migratory birds, wildlife, fish and birds will be managed on the basis of an annual allowable harvest to be set by government in consultation with the Old Crow Band. Old Crow Beneficiaries may harvest all or part of their annual

quota for Porcupine Caribou within the national park.

In respect to the planning and management of the park, an advisory committee will be established by government with one half of the membership nominated by the Old Crow Band. Old Crow Beneficiaries will be given certain preferences including training for any employment and business opportunities that may arise within the park.

PROCESS FOR CONSTITUTIONAL DEVELOPMENT OF GOVERNMENT OF YUKON

It is expected that a formal process will be established to provide for the devolution of additional constitutional powers from the Government of Canada to the Government of Yukon. Because this is a matter of concern to all Yukoners, such process will involve consultation with the public. Further to this, the Parties agreed on the need for Beneficiaries to have a special place within such a process . The Agreement-In-Principle guarantees Beneficiaries participation through a Central Indian Authority in such process whether public or not. This should not be taken to mean that Yukon Indians have a veto power but only that they will be guaranteed a voice in whatever process are established to deal with the future constitutional development of the Government of Yukon.

CONCLUSION

The Agreement-In-Principle represents a lot of hard work by all Parties. Its the first time in the history of the Yukon claims process that the Parties have tackled and reached agreement on major claims issues. Its the first time the parties have dealt in detail with actual land selections throughout Yukon. Its the first time the Parties have accepted that the co-operative, one-government system should form the basis for a claims settlement.

The Agreement-In-Principle constitutes a major step toward reaching a Settlement that is fair to all residents of Yukon while providing Yukon Indian Beneficiaries with guaranteed rights and benefits and the opportunity to participate equally with ather Yukoners in Yukon society.