

# Appendix D – Legislation, Regulations and Bylaws

## VOLUME 1

- D.1 Archaeological Sites Regulation (2003)
- D.2 City of Dawson Heritage Bylaw 09-04
- D.3 City of Dawson Zoning Bylaw 12-27
- D.4 Fisheries Act (1985)

## VOLUME 2

- D.5 Historic Resources Act (2002)
- D.6 Historic Sites and Monuments Act (1985)
- D.7 Parks Canada Agency Act (1998)
- D.8 Placer Mining Act (2003)
- D.9 Placer Mining Land Use Regulation (2003)
- D.10 Trondëk Hwëchin Fish and Wildlife Act (2009)
- D.11 Trondëk Hwëchin Heritage Act (2016)

## VOLUME 3

- D.12 Umbrella Final Agreement (1993)
- D.13 Yukon Environmental and Socio-economic Assessment Act (2003)

## VOLUME 4

- D.14 Trondëk Hwëchin Final Agreement (1998)

## VOLUME 5

- D.15 Trondëk Hwëchin Self-Government Agreement (1998)

## **D.15 Trondäk Hwëchin Self-Government Agreement (1998)**

**The Tr'ondëk Hwëch'in Self-Government Agreement**

**Among**

**The Tr'ondëk Hwëch'in, formerly known as the Dawson First Nation**

**and**

**Her Majesty the Queen in Right of Canada**

**and**

**The Government of the Yukon**



This Agreement made this 16th day of July, 1998.

AMONG:

The Tr'ondëk Hwëch'in, formerly known as the Dawson First Nation, as represented by the Chief of the Tr'ondëk Hwëch'in (hereinafter referred to as the "Tr'ondëk Hwëch'in")

AND:

Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "Canada")

AND:

The Government of the Yukon as represented by the Government Leader of the Yukon (hereinafter referred to as "the Yukon")

being the Parties (collectively referred to as "the Parties") to this Tr'ondëk Hwëch'in Self-Government Agreement (hereinafter referred to as "this Agreement").

WHEREAS:

the Tr'ondëk Hwëch'in, as represented by the Council of Yukon First Nations, the Yukon and Canada have established a separate negotiating process with the objective of resolving issues related to the recognition of the inherent right of self-government while respecting the priority the Parties have placed on completing this Agreement;

the Parties have negotiated the Tr'ondëk Hwëch'in Final Agreement, securing the rights and benefits therein including a commitment to negotiate this Agreement;

the Tr'ondëk Hwëch'in and its Citizens assert, subject to Settlement Agreements, continuing aboriginal rights, titles and interests;

Tr'ondëk Hwëch'in Citizens have traditional decision-making institutions and practices, and wish to maintain those institutions and practices, integrated with a contemporary form of government;

the Parties wish to support and promote the contemporary and evolving self-government institutions and practices of the Tr'ondëk Hwëch'in;

the Parties wish to achieve certainty with respect to the relationship between the Tr'ondëk Hwëch'in and Government, including jurisdiction over land and other resources within the Traditional Territory of the Tr'ondëk Hwëch'in;

the Parties wish to provide for the effective management, administration and exercise of the rights and benefits of the Tr'ondëk Hwëch'in and Tr'ondëk Hwëch'in Citizens which are secured by the Tr'ondëk Hwëch'in Final Agreement;

the Parties recognize and wish to protect a way of life that is based on an economic and spiritual relationship between Tr'ondëk Hwëch'in Citizens and the land;

the Parties wish to protect the cultural, political and economic distinctiveness and social well-being of Tr'ondëk Hwëch'in Citizens; and

the Tr'ondëk Hwëch'in, Canada and the Yukon have authorized their representatives to sign this Tr'ondëk Hwëch'in Self-Government Agreement;

NOW THEREFORE,

in accordance with Chapter 24 of the Tr'ondëk Hwëch'in Final Agreement, and in consideration of the terms, exchange of promises, conditions, and provisos contained herein, the Parties agree to the following:

Signed at Dawson City, Yukon, the 16th day of July, 1998.

**The Tr'ondëk Hwëch'in:**

**Witnesses:**

Original signed by \_\_\_\_\_  
Steve Taylor  
Chief

\_\_\_\_\_  
Peggy Kormendy

\_\_\_\_\_  
Hilda Titus

Original signed by \_\_\_\_\_  
Percy Henry

\_\_\_\_\_  
Angie Joseph-Rear

\_\_\_\_\_  
Edward Roberts

\_\_\_\_\_  
Robert Rear

\_\_\_\_\_  
Art Christiansen

\_\_\_\_\_  
Duane Taylor

\_\_\_\_\_  
Fred Taylor

\_\_\_\_\_  
Karen Farr

\_\_\_\_\_  
Trudy Lindgren

\_\_\_\_\_  
Ronald Johnson

\_\_\_\_\_  
Tim Gerberding

\_\_\_\_\_  
Ed Kormendy





Signed at Hull, Quebec, the 14th of July, 1998.

**Her Majesty the Queen in Right  
of Canada:**

**Witnesses:**

Original signed by \_\_\_\_\_  
The Honourable Jane Stewart  
Minister of Indian Affairs  
and Northern Development

\_\_\_\_\_  
Barbara M. Fred

\_\_\_\_\_  
Aletta Anne King

Signed at Dawson City, Yukon, the 16th day of July, 1998.

**The Government of the Yukon:**

**Witnesses:**

Original signed by \_\_\_\_\_  
The Honourable Piers McDonald  
Government Leader of the Yukon

\_\_\_\_\_  
Dermot Flynn

\_\_\_\_\_  
Thomas E. Ulyett

The date of this Agreement shall be the date on which the last party signs.



# TABLE OF CONTENTS

## PART I

### GENERAL

1.0	Definitions	1
2.0	Principles	4
3.0	General Provisions	4
4.0	Ratification	5
5.0	Self-Government Legislation	5
7.0	Remedies	7
8.0	Interpretation and Application of Law	7

## PART II

### TR'ONDĚK HWĚCH'IN

9.0	Legal Status of the Tr'ondĚk HwĚch'in	11
10.0	The Tr'ondĚk HwĚch'in Constitution	11
11.0	Transitional Provisions	12
12.0	Delegation	12

## PART III

### TR'ONDĚK HWĚCH'IN LEGISLATION

13.0	Legislative Powers	15
13.4.0	Emergency Powers	18
13.5.0	Laws of General Application	19
13.6.0	Administration of Justice	20
14.0	Taxation	22
15.0	Taxation Status	24

## PART IV

### TR'ONDĚK HWĚCH'IN PROGRAMS AND SERVICES

16.0	Self-Government Financial Transfer Agreement	29
17.0	Programs and Services	32
18.0	Government of the Yukon Financial Contributions	34
19.0	Tr'onděk Hwěch'in Revenue	35
20.0	Laws of Canada and the Yukon	35
21.0	Public Register of Laws and Notification Provisions	36
22.0	Financial Accountability	36
23.0	Implementation	36
24.0	Dispute Resolution	37
25.0	Compatible Land Use	38
26.0	Local Government Agreements	39
27.0	Regional or District Structures	40
28.0	Community Lands	41
29.0	Retained Reserves	42
Appendix A		47
Appendix B		51
	Part 1	51
	Part 2	53
	Part 3	55
SCHEDULE A - RATIFICATION OF THE TR'ONDĚK HWĚCH'IN SELF-GOVERNMENT AGREEMENT		57
	1.0 Definitions	57
	2.0 General	57
	3.0 Information Campaign	58
	4.0 Voting Process	58
	5.0 Ratification of this Agreement by the Tr'onděk Hwěch'in	58
	6.0 Ratification of this Agreement by Government	60
	7.0 Signing of this Agreement	60

**PART I**  
**GENERAL**

**1.0 DEFINITIONS**

1.1 In this Agreement:

"Act" includes ordinance;

"Chief" has the same meaning as in the Constitution;

"Citizen" means a citizen of the Tr'ondëk Hwëch'in as determined pursuant to the Constitution;

"City of Dawson" means the Town of the City of Dawson as continued under the Municipal Act (Yukon);

"Constitution" means the constitution of the Tr'ondëk Hwëch'in, in effect on the Effective Date, as amended from time to time;

"Consult" or "Consultation" means to provide,

- (a) to the party to be consulted, notice of a matter to be decided in sufficient form and detail to allow that party to prepare its views on the matter,
- (b) a reasonable period of time in which the party to be consulted may prepare its views on the matter, and an opportunity to present such views to the party obliged to consult, and
- (c) full and fair consideration by the party obliged to consult of any views presented;

"Council for Yukon Indians" includes any successor to the Council for Yukon Indians and, in the absence of a successor, the Yukon First Nations;

"Effective Date" means the date on which this Agreement is brought into effect pursuant to Self-Government Legislation;

"Emergency" includes apprehended, imminent or actual danger to life, health, safety, or the environment;

"Final Agreement" means the Tr'ondëk Hwëch'in Final Agreement among Her Majesty the Queen in Right of Canada, the Government of the Yukon and the Tr'ondëk Hwëch'in brought into effect pursuant to Settlement Legislation;

"Government" means Canada or the Yukon, or both, depending upon which government or governments have responsibility, from time to time, for the matter in question;

"Law" includes common law;

"Laws of General Application" means laws of general application as defined by common law, but does not include laws enacted by the Tr'ondëk Hwëch'in;

"Legislative Assembly" means the Council of the Yukon Territory as defined in the Yukon Act (Canada);

"Legislation" includes Acts, Regulations, orders-in-council and bylaws;

"Minister" means the Minister or Ministers of Government charged by Legislation with the responsibility, from time to time, for the exercise of powers in relation to the matter in question;

"Moosehide Lands" means the lands described as:

- (a) Moosehide Creek Indian Reserve No. 2, comprising Lot 1005, Quad 116 B/3, Plan 70224 CLSR, 78698 LTO, and Lots 1042 and 1043, Quad 116 B/3, Plan 76844 CLSR, 95-13 LTO, and
- (b) Moosehide Creek Indian Reserve No. 2B, comprising Lot 571, Group 1052, Plan 43505 CLSR, 23098 LTO;

"Non-Settlement Land" means all land and water in the Yukon other than Settlement Land;

"Property Taxes" has the same meaning as in the Final Agreement;

"Regulation" includes a regulation or any instrument made in the execution of a power or authority conferred by an Act, but does not include laws enacted by the Tr'ondëk Hwëch'in;

"Self-Government Legislation" means the Legislation which brings this Agreement into effect;

"Settlement Agreement" has the same meaning as in the Final Agreement;

"Settlement Corporation" means a corporation as described in 20.4.2 of the Final Agreement, created by the Tr'ondëk Hwëch'in alone or together with one or more Yukon First Nations;

"Settlement Land" means those lands identified in the Final Agreement as Settlement Land for the Tr'ondëk Hwëch'in;

"Settlement Legislation" has the same meaning as in the Final Agreement;

"Traditional Territory" means the geographic area within the Yukon identified as the Dawson First Nation Traditional Territory on the maps referred to in 2.9.0 of the Final Agreement;

"Tr'ondëk Hwëch'in Council" has the same meaning as in the Constitution;

"Umbrella Final Agreement" means the Umbrella Final Agreement signed on May 29, 1993 by representatives of the Council for Yukon Indians, Canada and the Yukon, and includes any amendments made to it from time to time in accordance with its provisions;

"Yukon First Nation" means one of the following,

- Carcross/Tagish First Nation,
- Champagne and Aishihik First Nations,
- Kluane First Nation,
- Kwanlin Dun First Nation,
- Liard First Nation,
- Little Salmon/Carmacks First Nation,
- First Nation of Nacho Nyak Dun,
- Ross River Dena Council,
- Selkirk First Nation,
- Ta'an Kwach'an Council,
- Teslin Tlingit Council,
- Tr'ondëk Hwëch'in, formerly known as Dawson First Nation,
- Vuntut Gwitchin First Nation, or
- White River First Nation;

"Yukon First Nations" means all of the Yukon First Nations defined as a Yukon First Nation;

"Yukon Indian People" has the same meaning as in the Final Agreement;  
and

"Yukon Law of General Application" means a Law of General Application  
enacted pursuant to the Yukon Act (Canada).

## **2.0 PRINCIPLES**

- 2.1 The Tr'ondëk Hwëch'in has traditional decision-making institutions and practices and desires to integrate those institutions and practices with a contemporary form of government.
- 2.2 The Parties are committed to promoting opportunities for the well-being of Citizens equal to those of other Canadians and to providing essential public services of reasonable quality to all Citizens.

## **3.0 GENERAL PROVISIONS**

- 3.1 This Agreement shall not affect any aboriginal claim, right, title or interest of the Tr'ondëk Hwëch'in or of its Citizens.
- 3.2 This Agreement shall not affect the identity of Citizens as aboriginal people of Canada.
- 3.3 This Agreement shall not affect the ability of the aboriginal people of the Tr'ondëk Hwëch'in to exercise, or benefit from, any existing or future constitutional rights for aboriginal people that may be applicable to them.
- 3.4 Unless otherwise provided pursuant to this Agreement or in a law enacted by the Tr'ondëk Hwëch'in, this Agreement shall not affect the ability of Citizens to participate in 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.
- 3.5 Except for the purpose of determining which Citizens are "Indians" within the meaning of the Indian Act (Canada), and except as may be provided in 29.8, 29.9 and 29.10, the Indian Act (Canada) does not apply to Citizens, the Tr'ondëk Hwëch'in or Settlement Land.
- 3.6 This Agreement shall not:



- 3.6.1 affect the rights of Citizens as Canadian citizens; and
- 3.6.2 unless otherwise provided pursuant to this Agreement or in a law enacted by the Tr'ondëk Hwëch'in, affect the entitlement of Citizens to all of the benefits, services, and protections of other Canadian citizens applicable from time to time.
- 3.7 Government may determine, from time to time, how and by whom any power or authority of Government set out in this Agreement shall be exercised, other than the power to consent to an amendment pursuant to 6.2.

#### **4.0 RATIFICATION**

- 4.1 Ratification of this Agreement shall be sought by the Parties in the following manner:
  - 4.1.1 by Canada, by the Governor in Council;
  - 4.1.2 by the Yukon, by the Commissioner in Executive Council; and
  - 4.1.3 by the Tr'ondëk Hwëch'in, by the process set out in Schedule A of this Agreement.

#### **5.0 SELF-GOVERNMENT LEGISLATION**

- 5.1 Government shall Consult with the Tr'ondëk Hwëch'in before recommending to the Governor in Council or the Commissioner in Executive Council, as the case may be, the orders-in-council required pursuant to the Yukon First Nations Self-Government Act (Canada) and the Yukon First Nations Self-Government Act (Yukon) to bring this Agreement into effect.
- 5.2 Government shall Consult the Tr'ondëk Hwëch'in during the drafting of any amendment to Self-Government Legislation which affects the Tr'ondëk Hwëch'in.

#### **6.0 AMENDMENT AND REVIEW**

- 6.1 This Agreement may only be amended with the consent of the Parties.

- 6.2 Consent to any amendment pursuant to 6.1 may only be given on the part of:
- 6.2.1 Canada, by the Governor in Council;
  - 6.2.2 the Yukon, by the Commissioner in Executive Council; and
  - 6.2.3 the Tr'ondëk Hwëch'in, by the Tr'ondëk Hwëch'in Council.
- 6.3 Where Government has concluded a self-government agreement with another Yukon First Nation which includes provisions more favourable than those in this Agreement, and where it would be practical to include those provisions in this Agreement, Government, at the request of the Tr'ondëk Hwëch'in, shall negotiate with the Tr'ondëk Hwëch'in with a view to amending this Agreement to incorporate provisions no less favourable than those in the other self-government agreement.
- 6.4 A dispute arising from negotiations described in 6.3 may be referred by any Party to dispute resolution pursuant to 26.3.0 of the Final Agreement.
- 6.4.1 In any dispute arising pursuant to 6.3 an arbitrator shall have the authority set out in 26.7.3 of the Final Agreement.
- 6.5 The Parties shall make amendments to this Agreement which are required to give effect to orders or decisions of an arbitrator pursuant to 6.4.
- 6.6 Unless the Parties otherwise agree, the Parties shall review this Agreement within ten years of the Effective Date for the purpose of determining whether:
- 6.6.1 other self-government agreements in Canada have more effectively incorporated self-government provisions respecting any matter considered in this Agreement;
  - 6.6.2 other self-government agreements in Canada have more effectively incorporated implementation or financial transfer agreements;
  - 6.6.3 this Agreement has been implemented in accordance with the implementation plan;
  - 6.6.4 the negotiated transfer of programs, responsibilities and resources pursuant to this Agreement has been successful; and

6.6.5 this Agreement should be amended in accordance with 6.1 and 6.2 to reflect the outcome of the review.

## **7.0 REMEDIES**

- 7.1 Neither Government nor the Tr'ondëk Hwëch'in shall have a claim or a cause of action in the event any provision of this Agreement or of Self-Government Legislation is found by a court of competent jurisdiction to be invalid.
- 7.2 Neither Government nor the Tr'ondëk Hwëch'in shall challenge the validity of any provision of this Agreement or of Self-Government Legislation.
- 7.3 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the Parties shall make best efforts to amend this Agreement to remedy the invalidity or replace the invalid provision.
- 7.4 If any provision of Self-Government Legislation is found by a court of competent jurisdiction to be invalid, Government shall make best efforts to amend the Self-Government Legislation to remedy the invalidity or replace the invalid provision.

## **8.0 INTERPRETATION AND APPLICATION OF LAW**

- 8.1 Subject to 8.1.1, where there is any inconsistency or conflict between the provisions of federal Self-Government Legislation and any other federal Legislation, the federal Self-Government Legislation shall prevail to the extent of the inconsistency or conflict.
- 8.1.1 Where there is any inconsistency or conflict between the provisions of federal Self-Government Legislation and the Final Agreement or Settlement Legislation, the Final Agreement or Settlement Legislation shall prevail to the extent of the inconsistency or conflict.
- 8.2 Subject to 8.2.1, where there is any inconsistency or conflict between the provisions of Yukon Self-Government Legislation and any other Yukon Legislation, the Yukon Self-Government Legislation shall prevail to the extent of the inconsistency or conflict.
- 8.2.1 Where there is any inconsistency or conflict between the provisions of Yukon Self-Government Legislation and the Final Agreement or Settlement Legislation, the Final Agreement or Settlement Legislation shall prevail to the extent of the inconsistency or conflict.

- 8.3 This Agreement is subject to the Final Agreement, and in the event of any inconsistency or conflict, the Final Agreement shall prevail to the extent of the inconsistency or conflict.
- 8.4 Common law conflict of laws principles shall apply where a conflict of laws issue arises unless:
- 8.4.1 in the case of a conflict of laws issue arising between a law of the Tr'ondëk Hwëch'in and a law of another Yukon First Nation, the Tr'ondëk Hwëch'in and the other Yukon First Nation have otherwise agreed; or
- 8.4.2 in the case of a conflict of laws issue arising between a law of the Tr'ondëk Hwëch'in and a Law of General Application, the Tr'ondëk Hwëch'in and Government have otherwise agreed.
- 8.5 Unless otherwise provided in this Agreement, the exercise of powers by the Tr'ondëk Hwëch'in pursuant to this Agreement shall not confer any duties, obligations or responsibilities on Government.
- 8.6 This Agreement shall be interpreted according to the Interpretation Act (Canada) with such modifications as the circumstances require.
- 8.7 The preamble and the principles in this Agreement are statements of the intentions of the Parties and shall only be used to assist in the interpretation of doubtful or ambiguous expressions in this Agreement.
- 8.8 Capitalized words or phrases shall have the meaning as defined in this Agreement.
- 8.9 Any reference in this Agreement to Legislation, an Act or a provision of an Act includes:
- 8.9.1 that Legislation, Act or provision of an Act, and any Regulations made thereunder, as amended from time to time; and
- 8.9.2 any successor Legislation, Act or provision of an Act.
- 8.10 Successor Legislation includes Yukon Legislation which replaces federal Legislation as a consequence of devolution of authority or responsibility from Canada to the Yukon.

- 8.11 The Supreme Court of the Yukon shall have jurisdiction in respect of any action or proceeding arising out of this Agreement or Self-Government Legislation.
- 8.12 Nothing in this Agreement shall be construed to limit the jurisdiction of the Federal Court of Canada as set forth in the Federal Court Act (Canada).



## PART II

### THE TR'ONDĚK HWĚCH'IN

#### 9.0 LEGAL STATUS OF THE TR'ONDĚK HWĚCH'IN

- 9.1 Upon the Effective Date, the Indian Act (Canada) Dawson Indian Band shall cease to exist and its rights, titles, interests, assets, obligations and liabilities, including those of its band council, shall vest in the Tr'ondĚk HwĚch'in.
- 9.2 The Tr'ondĚk HwĚch'in is a legal entity and has the capacity, rights, powers and privileges of a natural person and, without restricting the generality of the foregoing, may:
- 9.2.1 enter into contracts or agreements;
  - 9.2.2 acquire and hold property or any interest therein, and sell or otherwise dispose of property or any interest therein;
  - 9.2.3 raise, invest, expend and borrow money;
  - 9.2.4 sue or be sued;
  - 9.2.5 form corporations or other legal entities; and
  - 9.2.6 do such other things as may be conducive to the exercise of its rights, powers and privileges.
- 9.3 The act of acquiring or the holding of any rights, liabilities or obligations by the Tr'ondĚk HwĚch'in or by any entity described in 9.2.5, shall not be construed to affect any aboriginal right, title or interest of the Tr'ondĚk HwĚch'in, its Citizens or their heirs, descendants or successors.

#### 10.0 TR'ONDĚK HWĚCH'IN CONSTITUTION

- 10.1 The Constitution of the Tr'ondĚk HwĚch'in shall, in a manner consistent with this Agreement, provide for:
- 10.1.1 a citizenship code that includes the requirements for citizenship in the Tr'ondĚk HwĚch'in and a procedure for determining whether a person is a Citizen;

- 10.1.2 the governing bodies of the Tr'ondëk Hwëch'in and their powers, duties, composition, membership and procedures;
  - 10.1.3 a system of reporting, which may include audits, through which the Tr'ondëk Hwëch'in shall be financially accountable to its Citizens;
  - 10.1.4 the recognition and protection of the rights and freedoms of Citizens;
  - 10.1.5 challenging the validity of laws enacted by the Tr'ondëk Hwëch'in and quashing invalid laws; and
  - 10.1.6 the amendment of the Constitution by the Citizens.
- 10.2 The Constitution may provide for any other matters relating to the Tr'ondëk Hwëch'in or to the governing of Settlement Land, or of persons on Settlement Land.
- 10.3 The citizenship code established in the Constitution shall enable all persons enrolled under the Final Agreement to be Citizens.

## **11.0 TRANSITIONAL PROVISIONS**

- 11.1 The band council of the Indian Act (Canada) Dawson Indian Band that is in office on the Effective Date shall be deemed to be the governing body of the Tr'ondëk Hwëch'in until replaced in accordance with the Constitution.
- 11.2 Any monies held by Canada for the use and benefit of the Indian Act (Canada) Dawson Indian Band shall be transferred to the Tr'ondëk Hwëch'in, as soon as practicable after the Effective Date.

## **12.0 DELEGATION**

- 12.1 The Tr'ondëk Hwëch'in may delegate any of its powers, including legislative powers, to:
- 12.1.1 a public body or official established by a law of the Tr'ondëk Hwëch'in;
  - 12.1.2 Government, including a department, agency or official of Government;



- 12.1.3 a public body performing a function of government in Canada, including another Yukon First Nation;
  - 12.1.4 a municipality, school board, local body, or legal entity established by Yukon Law;
  - 12.1.5 a tribal council;
  - 12.1.6 the Council for Yukon Indians; or
  - 12.1.7 any legal entity in Canada.
- 12.2 Any delegation under 12.1.2 to 12.1.7 shall be made by written agreement with the delegate.
- 12.3 The Tr'ondëk Hwëch'in has the capacity to enter into agreements to receive powers, including legislative powers, by delegation.



## PART III

### TR'ONDĚK HWĚCH'IN LEGISLATION

#### **13.0 LEGISLATIVE POWERS**

13.1 The Tr'onděk Hwěch'in shall have the exclusive power to enact laws in relation to the following matters:

- 13.1.1 administration of Tr'onděk Hwěch'in affairs and operation and internal management of the Tr'onděk Hwěch'in;
- 13.1.2 management and administration of rights or benefits which are realized pursuant to the Final Agreement by persons enrolled under the Final Agreement, and which are to be controlled by the Tr'onděk Hwěch'in; and
- 13.1.3 matters ancillary to the foregoing.

13.2 The Tr'onděk Hwěch'in shall have the power to enact laws in relation to the following matters in the Yukon:

- 13.2.1 provision of programs and services for Citizens in relation to their spiritual and cultural beliefs and practices;
- 13.2.2 provision of programs and services for Citizens in relation to the Han language;
- 13.2.3 provision of health care and services to Citizens, except licensing and regulation of facility-based services off Settlement Land;
- 13.2.4 provision of social and welfare services to Citizens, except licensing and regulation of facility-based services off Settlement Land;
- 13.2.5 provision of training programs for Citizens, subject to Government certification requirements where applicable;
- 13.2.6 adoption by and of Citizens;
- 13.2.7 guardianship, custody, care and placement of Tr'onděk Hwěch'in children, except licensing and regulation of facility-based services off Settlement Land;

- 13.2.8 provision of education programs and services for Citizens choosing to participate, except licensing and regulation of facility-based services off Settlement Land;
  - 13.2.9 inheritance, wills, intestacy and administration of estates of Citizens, including rights and interests in Settlement Land;
  - 13.2.10 procedures consistent with the principles of natural justice for determining the mental competency or ability of Citizens, including administration of the rights and interests of those found incapable of responsibility for their own affairs;
  - 13.2.11 provision of services to Citizens for resolution of disputes outside the courts;
  - 13.2.12 solemnization of marriage of Citizens;
  - 13.2.13 licences in respect of matters enumerated in 13.1, 13.2 and 13.3 in order to raise revenue for Tr'ondëk Hwëch'in purposes;
  - 13.2.14 matters necessary to enable the Tr'ondëk Hwëch'in to fulfill its responsibilities under the Final Agreement or this Agreement; and
  - 13.2.15 matters ancillary to the foregoing.
- 13.3 The Tr'ondëk Hwëch'in shall have the power to enact laws of a local or private nature on Settlement Land in relation to the following matters:
- 13.3.1 use, management, administration, control and protection of Settlement Land;
  - 13.3.2 allocation or disposition of rights and interests in and to Settlement Land, including expropriation by the Tr'ondëk Hwëch'in for Tr'ondëk Hwëch'in purposes;
  - 13.3.3 use, management, administration and protection of natural resources under the ownership, control or jurisdiction of the Tr'ondëk Hwëch'in;
  - 13.3.4 gathering, hunting, trapping or fishing and the protection of fish, wildlife and habitat;
  - 13.3.5 control or prohibition of the erection and placement of posters, advertising signs, and billboards;

- 13.3.6 licensing and regulation of any person or entity carrying on any business, trade, profession, or other occupation;
- 13.3.7 control or prohibition of public games, sports, races, athletic contests and other amusements;
- 13.3.8 control of the construction, maintenance, repair and demolition of buildings or other structures;
- 13.3.9 prevention of overcrowding of residences or other buildings or structures;
- 13.3.10 control of the sanitary condition of buildings or property;
- 13.3.11 planning, zoning and land development;
- 13.3.12 curfews, prevention of disorderly conduct and control or prohibition of nuisances;
- 13.3.13 control or prohibition of the operation and use of vehicles;
- 13.3.14 control or prohibition of the transport, sale, exchange, manufacture, supply, possession or consumption of intoxicants;
- 13.3.15 establishment, maintenance, provision, operation or regulation of local services and facilities;
- 13.3.16 caring and keeping of livestock, poultry, pets and other birds and animals, and impoundment and disposal of any bird or animal maltreated or improperly at-large, but the caring and keeping of livestock does not include game farming or game ranching;
- 13.3.17 administration of justice;
- 13.3.18 control or prohibition of any actions, activities or undertakings that constitute, or may constitute, a threat to public order, peace or safety;
- 13.3.19 control or prohibition of any activities, conditions or undertakings that constitute, or may constitute, a danger to public health;
- 13.3.20 control or prevention of pollution and protection of the environment;

- 13.3.21 control or prohibition of the possession or use of firearms, other weapons and explosives;
- 13.3.22 control or prohibition of the transport of dangerous substances; and
- 13.3.23 matters coming within the good government of Citizens on Settlement Land.

#### **13.4.0 Emergency Powers**

- 13.4.1 Off Settlement Land, in relation to those matters enumerated in 13.2, in any situation that poses an Emergency to a Citizen, Government may exercise power conferred by Laws of General Application to relieve the Emergency, notwithstanding that laws enacted by the Tr'ondëk Hwëch'in may apply to the Emergency.
- 13.4.2 A person acting pursuant to 13.4.1 shall, as soon as practicable after determining that a person in an Emergency is a Citizen, notify the Tr'ondëk Hwëch'in of the action taken and transfer the matter to the responsible Tr'ondëk Hwëch'in authority, at which time the authority of the Government to act pursuant to 13.4.1 shall cease.
- 13.4.3 A person acting pursuant to 13.4.1 is not liable for any act done in good faith in the reasonable belief that the act was necessary to relieve an Emergency.
- 13.4.4 On Settlement Land, in relation to those matters enumerated in 13.2, in any situation that poses an Emergency to a person who is not a Citizen, the Tr'ondëk Hwëch'in may exercise power conferred by laws enacted by the Tr'ondëk Hwëch'in to relieve the Emergency, notwithstanding that Laws of General Application may apply to the Emergency.
- 13.4.5 A person acting pursuant to 13.4.4 shall, as soon as practicable after determining that a person in an Emergency is not a Citizen, notify Government or, where the person in an Emergency is a citizen of another Yukon First Nation, that Yukon First Nation, of the action taken and transfer the matter to the responsible authority, at which time the authority of the Tr'ondëk Hwëch'in to act pursuant to 13.4.4 shall cease.
- 13.4.6 A person acting pursuant to 13.4.4 is not liable for any act done in good faith in the reasonable belief that the act was necessary to relieve an Emergency.

- 13.4.7 Notwithstanding 13.5.0, in relation to powers enumerated in 13.3, Laws of General Application shall apply with respect to an Emergency arising on Settlement Land which has or is likely to have an effect off Settlement Land.

**13.5.0 Laws of General Application**

- 13.5.1 Unless otherwise provided in this Agreement, all Laws of General Application shall continue to apply to the Tr'ondëk Hwëch'in, its Citizens and Settlement Land.
- 13.5.2 Canada and the Tr'ondëk Hwëch'in shall enter into negotiations with a view to concluding, as soon as practicable, a separate agreement or an amendment of this Agreement which will identify the areas in which laws of the Tr'ondëk Hwëch'in shall prevail over federal Laws of General Application to the extent of any inconsistency or conflict.
- 13.5.2.1 Canada shall Consult with the Yukon prior to concluding the negotiations described in 13.5.2.
- 13.5.2.2 Clause 13.5.2 shall not affect the status of the Yukon as a party to the negotiations or agreements referred to in 13.6.0 or 17.0.
- 13.5.3 Except as provided in 14.0, a Yukon Law of General Application shall be inoperative to the extent that it provides for any matter for which provision is made in a law enacted by the Tr'ondëk Hwëch'in.
- 13.5.4 Where the Yukon reasonably foresees that a Yukon Law of General Application which it intends to enact may have an impact on a law enacted by the Tr'ondëk Hwëch'in, the Yukon shall Consult with the Tr'ondëk Hwëch'in before introducing the Legislation in the Legislative Assembly.
- 13.5.5 Where the Tr'ondëk Hwëch'in reasonably foresees that a law which it intends to enact may have an impact on a Yukon Law of General Application, the Tr'ondëk Hwëch'in shall Consult with the Yukon before enacting the law.

- 13.5.6 Where the Commissioner in Executive Council is of the opinion that a law enacted by the Tr'ondëk Hwëch'in has rendered a Yukon Law of General Application partially inoperative and that it would unreasonably alter the character of a Yukon Law of General Application or that it would make it unduly difficult to administer that Yukon Law of General Application in relation to the Tr'ondëk Hwëch'in, Citizens or Settlement Land, the Commissioner in Executive Council may declare that the Yukon Law of General Application ceases to apply in whole or in part to the Tr'ondëk Hwëch'in, Citizens or Settlement Land.
- 13.5.7 Prior to making a declaration pursuant to 13.5.6, the Yukon shall:
- 13.5.7.1 Consult with the Tr'ondëk Hwëch'in and identify solutions, including any amendments to Yukon Legislation, that the Yukon considers would meet the objectives of the Tr'ondëk Hwëch'in; and
  - 13.5.7.2 after Consultation pursuant to 13.5.7.1, where the Yukon and the Tr'ondëk Hwëch'in agree that the Yukon Law of General Application should be amended, the Yukon shall propose such amendment to the Legislative Assembly within a reasonable period of time.

### **13.6.0 Administration of Justice**

- 13.6.1 The Parties shall enter into negotiations with a view to concluding an agreement in respect of the administration of Tr'ondëk Hwëch'in justice provided for in 13.3.17.
- 13.6.2 Negotiations respecting the administration of justice shall deal with such matters as adjudication, civil remedies, punitive sanctions including fine, penalty and imprisonment for enforcing any law of the Tr'ondëk Hwëch'in, prosecution, corrections, law enforcement, the relation of any Tr'ondëk Hwëch'in courts to other courts and any other matter related to aboriginal justice to which the Parties agree.
- 13.6.3 Notwithstanding anything in this Agreement, the Tr'ondëk Hwëch'in shall not exercise its power pursuant to 13.3.17 until the expiry of the time described in 13.6.6, unless an agreement is reached by the Parties pursuant to 13.6.1 and 13.6.2.



- 13.6.4 Until the expiry of the time described in 13.6.6 or an agreement is entered into pursuant to 13.6.1 and 13.6.2:
- 13.6.4.1 the Tr'ondëk Hwëch'in shall have the power to establish penalties of fines up to \$5,000 and imprisonment to a maximum of six months for the violation of a law enacted by the Tr'ondëk Hwëch'in;
  - 13.6.4.2 the Supreme Court of the Yukon Territory, the Territorial Court of Yukon, and the Justice of the Peace Court shall have jurisdiction throughout the Yukon to adjudicate in respect of laws enacted by the Tr'ondëk Hwëch'in in accordance with the jurisdiction designated to those courts by Laws of General Application except that any offence created under a law enacted by the Tr'ondëk Hwëch'in shall be within the exclusive original jurisdiction of the Territorial Court of the Yukon;
  - 13.6.4.3 any offence created under a law enacted by the Tr'ondëk Hwëch'in shall be prosecuted as an offence against an enactment pursuant to the Summary Convictions Act (Yukon) by prosecutors appointed by the Yukon; and
  - 13.6.4.4 any term of imprisonment ordered by the Territorial Court of the Yukon pursuant to 13.6.4.1 shall be served in a correctional facility pursuant to the Corrections Act (Yukon).
- 13.6.5 Nothing in 13.6.4 is intended to preclude:
- 13.6.5.1 consensual or existing customary practices of the Tr'ondëk Hwëch'in with respect to the administration of justice; or
  - 13.6.5.2 programs and practices in respect of the administration of justice, including alternate sentencing or other appropriate remedies, to which the Parties agree before an agreement is concluded pursuant to 13.6.1 and 13.6.2.
- 13.6.6 The provisions in 13.6.4 are interim provisions and shall expire five years from the Effective Date or on the effective date of the agreement concluded pursuant to 13.6.1 and 13.6.2, whichever is earlier.
- 13.6.7 All new and incremental costs of implementing the interim provisions in 13.6.4 incurred by the Yukon shall be paid by Canada in accordance with guidelines to be negotiated by the Yukon and Canada.

## **14.0 TAXATION**

- 14.1 The Tr'ondëk Hwëch'in shall have the power to enact laws in relation to:
- 14.1.1 taxation, for local purposes, of interests in Settlement Land and of occupants and tenants of Settlement Land in respect of their interests in those lands, including assessment, collection and enforcement procedures and appeals relating thereto;
  - 14.1.2 other modes of direct taxation of Citizens (and, if agreed under 14.5.2, other persons and entities) within Settlement Land to raise revenue for Tr'ondëk Hwëch'in purposes; and
  - 14.1.3 the implementation of measures made pursuant to any taxation agreement entered into pursuant to 14.8.
- 14.2 The powers of the Tr'ondëk Hwëch'in provided for in 14.1 shall not limit Government's powers to levy tax or make taxation laws.
- 14.3 The Tr'ondëk Hwëch'in shall not exercise its power to enact laws pursuant to 14.1.1 until the expiration of three years following the Effective Date, or until such earlier time as may be agreed between the Tr'ondëk Hwëch'in and the Yukon.
- 14.4 The Tr'ondëk Hwëch'in shall not exercise its power to enact laws pursuant to 14.1.2 until the expiration of three years following the Effective Date, unless otherwise agreed between:
- 14.4.1 the Tr'ondëk Hwëch'in and Canada, with respect to the coordination of the exercise of Tr'ondëk Hwëch'in and federal tax powers; and
  - 14.4.2 the Tr'ondëk Hwëch'in and the Yukon with respect to the coordination of the exercise of Tr'ondëk Hwëch'in and Yukon tax powers.
- 14.5 After the expiration of one year following the Effective Date, or at such earlier time as may be agreed by Canada and the Tr'ondëk Hwëch'in, Canada and the Tr'ondëk Hwëch'in shall make reasonable efforts to negotiate agreements on:
- 14.5.1 the manner in which the power of the Tr'ondëk Hwëch'in to enact taxation laws under 14.1.2 shall be coordinated with existing tax systems; and

- 14.5.2 the extent, if any, to which the power provided for in 14.1.2 should be extended to apply to other persons and entities within Settlement Land.
- 14.6 When the Tr'ondëk Hwëch'in exercises its jurisdiction, or assumes responsibility, for the management, administration and delivery of local services and, as a consequence, exercises property taxation powers under 14.1.1, the Yukon shall undertake to ensure a sharing of tax room in respect of Property Taxes or an adjustment in amounts referred to in 14.9, as the case may be, which is equitable.
- 14.6.1 To the extent that the Tr'ondëk Hwëch'in imposes property taxation for local purposes, the Yukon shall ensure that Yukon municipalities do not incur any consequential net loss.
- 14.6.2 The Tr'ondëk Hwëch'in and the Yukon shall enter into negotiations as necessary to provide for the efficient delivery of local services and programs.
- 14.7 Where, following the ratification date of this Agreement, Parliament enacts Legislation providing:
- 14.7.1 taxation powers to an Indian government other than those provided for in this Agreement; or
- 14.7.2 tax exemptions for an Indian government, or an entity owned by an Indian government, other than those provided for in this Agreement,
- Canada shall, upon the request in writing of the Tr'ondëk Hwëch'in, recommend Legislation to the appropriate legislative authority to provide the Tr'ondëk Hwëch'in with those other powers or exemptions on the same terms as are set out in the Legislation which provides the powers or exemptions to the other Indian government or entity.
- 14.8 The Yukon Minister of Finance may enter into taxation agreements with the Tr'ondëk Hwëch'in.
- 14.9 Except as provided in 14.9.1, 14.9.2 and 14.9.3, Settlement Land shall be exempt from Property Taxes provided that the Tr'ondëk Hwëch'in shall pay annually, to the taxing authority in respect of that Settlement Land, an amount equal to the aggregate amount of taxes which would be payable to the taxing authority for that year under Laws of General Application if that land was not exempt from Property Taxes.

- 14.9.1 The provisions of 14.9 shall not apply to Fee Simple Settlement Land.
- 14.9.2 The provisions of 14.9 shall not apply to any Settlement Land which is exempt from Property Taxes pursuant to any other provision of this Agreement or the Final Agreement.
- 14.9.3 The provisions of 14.9 shall not apply to the Moosehide Lands.
- 14.10 During a 10-year transitional period beginning with the Effective Date, Canada shall assist the Tr'ondëk Hwëch'in with the payment of the amounts referred to in 14.9. The assistance shall be 100 percent in year one, decreasing by 10 percentage points per year, to 10 percent in year 10. During such time, Canada shall have the same rights in respect of any assessment as a property owner.
- 4.11 Notwithstanding Laws of General Application, Settlement Land shall not be subject to attachment, seizure or sale for non-payment of the amounts referred to in 14.9. If any such amounts remain unpaid for more than two years, the taxing authority may withdraw the delivery of any or all services to Settlement Land until the outstanding amounts have been paid.
- 14.12 If amounts referred to in 14.9 remain unpaid six months after the withdrawal of any services under 14.11, the taxing authority may attach the assets of the Tr'ondëk Hwëch'in in addition to all other remedies including the filing of a lien or other instrument against Settlement Land.

## **15.0 TAXATION STATUS**

- 15.1 The Tr'ondëk Hwëch'in shall, for the purposes of paragraph 149(1)(c) of the Income Tax Act (Canada) be deemed to be a public body performing a function of government in Canada for each taxation year of the Tr'ondëk Hwëch'in where, at all times during the year:
  - 15.1.1 all of its real property and all or substantially all of its tangible personal property was, or was situate on, Settlement Land;
  - 15.1.2 it did not carry on any business other than a business carried on by it on Settlement Land, the primary purpose of which was to provide goods or services to Citizens or residents of Settlement Land; and

- 15.1.3 all or substantially all of its activities were devoted to the exercise of its powers of government authorized under this Agreement, Self-Government Legislation, its Final Agreement or Settlement Legislation,
- and for these purposes the taxation year of the Tr'ondëk Hwëch'in shall be the calendar year or such other fiscal period as the Tr'ondëk Hwëch'in may elect.
- 15.2 Nothing in this Agreement shall affect the taxation status of Settlement Corporations as provided for in Chapter 20 of the Final Agreement.
- 15.3 No tax shall be payable under the Income Tax Act (Canada) for a taxation year on the income, property or capital of a corporation, in this clause referred to as "the subsidiary", where, at all times during the year:
- 15.3.1 all the shares and capital of the subsidiary are owned by the Tr'ondëk Hwëch'in or by another subsidiary that satisfies the requirements of 15.3.1, 15.3.2, 15.3.3, 15.3.4 and 15.3.5;
- 15.3.2 no part of the earnings of the subsidiary are available to any person other than the Tr'ondëk Hwëch'in or to another subsidiary that satisfies the requirements of 15.3.1, 15.3.2, 15.3.3, 15.3.4 and 15.3.5;
- 15.3.3 all of the real property and all or substantially all of the tangible personal property of the subsidiary is, or is situate on, Settlement Land.
- 15.3.4 the subsidiary did not carry on any business other than a business carried on by it on Settlement Land, the primary purpose of which was to provide goods or services to Citizens or residents of Settlement Land, provided that any revenue arising from the provision of goods or services to persons other than Citizens or residents of Settlement Land comprises only an incidental portion of the total revenue from the business; and
- 15.3.5 the subsidiary was not a Settlement Corporation established pursuant to Chapter 20 of the Final Agreement.
- 15.4 Where the Tr'ondëk Hwëch'in is deemed to be a public body under 15.1 for a particular year, no income tax will be imposed on the Tr'ondëk Hwëch'in by the Yukon in respect of that year.

- 15.5 Where, under 15.3, no income tax is payable by a subsidiary for a particular year, no income tax will be imposed on the subsidiary by the Yukon in respect of that year.
- 15.6 For greater certainty, nothing in 15.1 to 15.5 shall be construed so as to prevent the application of section 149 of the Income Tax Act (Canada) to the Tr'ondëk Hwëch'in or to a corporation referred to in 15.3.
- 15.7 The Tr'ondëk Hwëch'in, or a trust, board, commission or similar body established by the Tr'ondëk Hwëch'in, or a corporation wholly owned by any such entity or by a combination thereof (each of which is referred to in 15.7 to 15.11 as the "claimant"), may claim a refund of any tax paid by the claimant under subsection 165(1) or sections 212 or 218 of Part IX of the Excise Tax Act (Canada) that is not otherwise recoverable by the claimant under any law, to the extent that the property or service in respect of which the tax was paid was acquired by the claimant:
- 15.7.1 for consumption or use in the course of exercising the powers of government within Settlement Land authorized under this Agreement, Self-Government Legislation, its Final Agreement or Settlement Legislation; and
  - 15.7.2 not for consumption, use or supply in the course of any business or other activity engaged in by the claimant for profit or gain.
- 15.8 A refund of tax under 15.7 will not be paid to a claimant referred to in that clause unless, at the time at which the tax is paid;
- 15.8.1 all of the claimant's real property and all or substantially all of the claimant's tangible personal property is, or is situated on, Settlement Land; and
  - 15.8.2 the claimant does not engage in any business or other activity for profit or gain, other than an activity, engaged in by the claimant on Settlement Land, the primary purpose of which is to provide goods or services to the Tr'ondëk Hwëch'in, Citizens, individuals resident on Settlement Land, corporations wholly owned by the Tr'ondëk Hwëch'in or by Citizens, or such other businesses as the Parties may from time to time agree.
- 15.9 A refund of tax under 15.7 will not be paid unless an application for the refund is filed with the Minister of National Revenue within four years after the tax is paid.

- 5.10 The provisions of Part IX of the Excise Tax Act (Canada) will apply, with such modifications as the circumstances require, in respect of claims under 15.7 and in respect of amounts paid as a refund under 15.7 as though the refund provided for under 15.7 were a rebate provided for under Division VI of that Part.
- 15.11 Unless otherwise defined in this Agreement, words used in 15.7 to 15.11 have the same meaning as in Part IX of the Excise Tax Act (Canada).
- 15.12 Notwithstanding any other provision of this Agreement, 15.7 to 15.11 shall not apply to tax that is paid or becomes payable before amendments to the Yukon First Nations Self-Government Act (Canada) which provide for the matters set out in 15.7 to 15.11 come into effect, and Canada shall recommend those amendments to Parliament as soon as practical.





## PART IV

### TR'ONDĚK HWĚCH'IN PROGRAMS AND SERVICES

#### **16.0 SELF-GOVERNMENT FINANCIAL TRANSFER AGREEMENT**

- 16.1 Canada and the Tr'ondĕk Hwĕch'in shall negotiate a self-government financial transfer agreement in accordance with 16.3, with the objective of providing the Tr'ondĕk Hwĕch'in with resources to enable the Tr'ondĕk Hwĕch'in to provide public services at levels reasonably comparable to those generally prevailing in Yukon, at reasonably comparable levels of taxation.
- 16.2 Subject to such terms and conditions as may be agreed, the self-government financial transfer agreement shall set out:
- 16.2.1 the amounts of funding to be provided by Canada towards the cost of public services, where the Tr'ondĕk Hwĕch'in has assumed responsibility;
  - 16.2.2 the amounts of funding to be provided by Canada towards the cost of operation of Tr'ondĕk Hwĕch'in government institutions; and
  - 16.2.3 such other matters as Canada and the Tr'ondĕk Hwĕch'in may agree.
- 16.3 In negotiating the self-government financial transfer agreement, Canada and the Tr'ondĕk Hwĕch'in shall take into account the following:
- 16.3.1 the ability and capacity of the Tr'ondĕk Hwĕch'in to generate revenues from its own sources;
  - 16.3.2 diseconomies of scale which impose higher operating or administrative costs on the Tr'ondĕk Hwĕch'in, in relation to costs prevailing prior to conclusion of this Agreement;
  - 16.3.3 due regard to economy and efficiency, including the possibilities for co-operative or joint arrangements among Yukon First Nations for the management, administration and delivery of programs or services;
  - 16.3.4 any funding provided to the Tr'ondĕk Hwĕch'in through other Government transfer programs;

- 16.3.5 demographic features of the Tr'ondëk Hwëch'in;
  - 16.3.6 results of reviews pursuant to 6.6;
  - 16.3.7 existing levels of Government expenditure for services to Yukon First Nations and Yukon Indian People;
  - 16.3.8 the prevailing fiscal policies of Canada;
  - 16.3.9 other federal Legislation respecting the financing of aboriginal governments; and
  - 16.3.10 such other matters as Canada and the Tr'ondëk Hwëch'in may agree.
- 16.4 To assist in the negotiation of self-government financial transfer agreements, Government and the Tr'ondëk Hwëch'in shall:
- 16.4.1 take into account the direct and indirect costs to Government over such period as the Parties may agree, of managing, administering and delivering a particular program or service for which the Tr'ondëk Hwëch'in is assuming responsibility;
  - 16.4.2 subject to the restrictions described in 2.7.0 of the Final Agreement, disclose all relevant information for the purposes of 16.4.1;
  - 16.4.3 consider the establishment of a base year and appropriate adjustment factors for determining the resources to be provided; and
  - 16.4.4 consider, without prejudice, the method for calculating the formula financing grant under the Formula Financing Agreement between Canada and the Yukon.
- 16.5 Self-government financial transfer agreements may consolidate federal program funding (operating and capital programs) for the Tr'ondëk Hwëch'in.
- 16.6 Payments pursuant to the self-government financial transfer agreement shall be provided on an unconditional basis except where criteria or conditions are attached to the provision of funding for similar programs or services in other jurisdictions in Canada.

- 16.7 The Tr'ondëk Hwëch'in may continue to access federal program funding for those programs not consolidated in the self-government financial transfer agreement in accordance with program authorities and conditions in effect from time to time.
- 16.8 Financial compensation paid:
- 16.8.1 to Yukon First Nations in accordance with Chapter 19 of the Umbrella Final Agreement; and
  - 16.8.2 to the Tr'ondëk Hwëch'in pursuant to Chapter 19 of the Final Agreement,
- and the proceeds from investments thereof, shall not be taken into account for the purposes of determining the level of funding provided through self-government financial transfer agreements.
- 16.9 Funding pursuant to self-government financial transfer agreements shall be provided in the form of grants or other arrangements as appropriate.
- 16.10 Any amounts required for the purposes of the self-government financial transfer agreement shall be paid out of such monies as may be appropriated by Parliament for those purposes.
- 16.11 Unless otherwise agreed, a self-government financial transfer agreement shall be for a term of five years.
- 16.12 At least one year prior to the date of expiry of the then current self-government financial transfer agreement Canada and the Tr'ondëk Hwëch'in shall begin negotiating the terms of a new self-government financial transfer agreement. Until a new agreement has been concluded, the financing provisions of the expiring self-government financial transfer agreement, other than those dealing with start-up and one-time cost, shall continue for a further two years or for such period as may be agreed by Canada and the Tr'ondëk Hwëch'in.
- 16.13 The self-government financial transfer agreement shall be a contract between Canada and the Tr'ondëk Hwëch'in and shall be attached to but not form part of this Agreement.
- 16.14 The level of funding provided pursuant to the self-government financial transfer agreement may be adjusted annually according to a formula to be agreed upon by Canada and the Tr'ondëk Hwëch'in.

- 16.15 When the self-government financial transfer agreement is renegotiated, the Tr'ondëk Hwëch'in and Government shall review the cost-sharing arrangements.
- 16.16 The first self-government financial transfer agreement of the Tr'ondëk Hwëch'in shall be negotiated at the same time as the implementation plan for this Agreement.
- 16.17 Nothing in 16.0 shall affect the ability of the Tr'ondëk Hwëch'in to exercise, or benefit from, any rights that it may become entitled to under future provisions of the Constitution of Canada.

## **17.0 PROGRAMS AND SERVICES**

- 17.1 During the term of a self-government financial transfer agreement the Tr'ondëk Hwëch'in and Government shall negotiate the assumption of responsibility by the Tr'ondëk Hwëch'in for the management, administration and delivery of any program or service within the jurisdiction of the Tr'ondëk Hwëch'in, whether or not the Tr'ondëk Hwëch'in has enacted a law respecting such matter.
- 17.2 The Tr'ondëk Hwëch'in shall notify Government by March 31st of each year of its priorities for negotiations pursuant to 17.1, 17.7 and 17.9 for the fiscal year beginning April 1st of that year. Within 60 days of receipt of such notification, the Parties shall prepare a workplan to address the Tr'ondëk Hwëch'in priorities for negotiation. The workplan shall identify timelines and resources available for negotiations.
- 17.3 Negotiations pursuant to 17.1 shall have the following objectives:
- 17.3.1 to provide resources adequate to ensure that the program or service to be offered by the Tr'ondëk Hwëch'in is of a level or quality equivalent to the Government program or service and existing program or service quality is not diminished;
  - 17.3.2 to provide for mechanisms of cooperation and co-ordination, as appropriate, between the Tr'ondëk Hwëch'in and governments at a local, territorial and federal level to ensure the effective and efficient delivery of the program or service;

- 17.3.3 to consider financial and administrative limitations and to promote administrative efficiency and economies of scale;
  - 17.3.4 to provide for local management and delivery of the program or service;
  - 17.3.5 to provide mechanisms for negotiating basic common standards between Government and Tr'ondëk Hwëch'in programs and services; and
  - 17.3.6 to identify the scope of the Parties' authority.
- 17.4 An agreement concluded pursuant to 17.1 shall include a program and service implementation plan and identify the training requirements to be addressed in that plan.
- 17.5 Canada and the Tr'ondëk Hwëch'in may agree to consolidate the funding provided for in an agreement entered into pursuant to 17.1 with the funding provided pursuant to the self-government financial transfer agreement, which consolidation may take effect either at the commencement of the next fiscal year or at the commencement of the term of the next self-government financial transfer agreement.
- 17.6 Any responsibility assumed by the Tr'ondëk Hwëch'in in an agreement entered into pursuant to 17.1 shall be funded by interim financing arrangements which shall be in accordance with 16.1.
- 17.7 In relation to education, upon the request of the Tr'ondëk Hwëch'in, the Tr'ondëk Hwëch'in and the Yukon shall during the term of a self-government financial transfer agreement, negotiate the division and sharing of responsibility for the design, delivery and administration of programs delivered within the Traditional Territory relating to:
- 17.7.1 Indian student counselling;
  - 17.7.2 cross cultural teacher/administrator orientation;
  - 17.7.3 composition of teaching staff;
  - 17.7.4 early childhood, special, and adult education curriculum;
  - 17.7.5 kindergarten through grade 12 curriculum; and
  - 17.7.6 the evaluation of teachers, administrators and other employees.

- 17.8 The negotiation of the division and sharing of responsibility for the design, delivery, and administration of programs related to education pursuant to 17.7 does not affect the ability of the Tr'ondëk Hwëch'in to negotiate an agreement pursuant to 17.1 in relation to education.
- 17.9 The Tr'ondëk Hwëch'in and the Yukon shall negotiate guaranteed representation for the Tr'ondëk Hwëch'in upon any school committees, school councils or school boards which are involved in the design, delivery or administration of education in the Traditional Territory.
- 17.10 Unless otherwise agreed, if the Tr'ondëk Hwëch'in and the Yukon conclude an agreement pursuant to 17.1 in relation to education, then 17.7 and 17.9, and any agreements concluded pursuant to those sections, shall no longer be of any force or effect.

## **18.0 GOVERNMENT OF THE YUKON FINANCIAL CONTRIBUTIONS**

- 18.1 The contribution of the Yukon shall be subtracted from the expenditure base of any fiscal transfer arrangement in effect at the time, and shall be calculated by Government to be the aggregate of the following:
- 18.1.1 the savings in expenditures realized by the Yukon as a result of the Tr'ondëk Hwëch'in assumption of responsibility for programs and services, taking into account efficiency and economy as well as losses in efficiency that result from the Yukon's continuing responsibility for such programs and services; minus
  - 18.1.2 an amount equal to losses in tax revenues resulting from the Tr'ondëk Hwëch'in occupying tax room previously occupied by the Yukon, but only if the revenue capacity associated with the tax room previously occupied by the Yukon remains included in the revenue capacity of the Yukon for the purpose of determining the federal fiscal transfer; minus
  - 18.1.3 the monetary value of technical assistance and other contributions in kind provided by the Yukon; as well as
  - 18.1.4 any other factors as Canada and the Yukon may agree,
- but in all cases, the Yukon shall continue to have the capacity to provide to Yukon residents the services for which it remains responsible, at a level or quality comparable to those prevailing prior to assumption of responsibility by the Tr'ondëk Hwëch'in for the programs and services.

- 18.2 Any one-time net savings to the Yukon resulting from the assumption of responsibilities by the Tr'ondëk Hwëch'in shall be paid by the Yukon to Canada in instalments of an amount and in accordance with a schedule to be agreed upon.
- 18.3 The calculation of net savings pursuant to 18.0 shall be made solely at the time that the Tr'ondëk Hwëch'in initially assumes responsibility for that program or service or part thereof.
- 18.4 Should there be no fiscal transfer arrangement as contemplated in 18.1 that is in effect at the time, then the Yukon contribution shall be provided for under an agreement to be negotiated by Canada and the Yukon, and shall be based on the stipulations enumerated in 18.1.

## **19.0 TR'ONDËK HWËCH'IN REVENUE**

- 19.1 If the Tr'ondëk Hwëch'in has access to a tax base, the revenue capacity associated with that tax base may be considered in determining the level of funding to be received pursuant to the Tr'ondëk Hwëch'in self-government financial transfer agreement, provided that:
- 19.1.1 the revenue capacity associated with the tax base will be subject to offset at a ratio of less than 1:1;
- 19.1.2 any such revenue capacity shall be excluded entirely from such consideration for a period of two years following the date that the Tr'ondëk Hwëch'in obtains access to that tax base; and
- 19.1.3 the tax rate or rates used to measure revenue capacity during a further period beyond the initial two years shall take into account the capability of the Tr'ondëk Hwëch'in to exploit that tax base.

## **20.0 LAWS OF CANADA AND THE YUKON**

- 20.1 The Tr'ondëk Hwëch'in has the power to adopt any Law of the Yukon or Canada as its own law in respect of matters provided for in this Agreement.
- 20.2 The Statutory Instruments Act (Canada) does not apply to a law enacted by the Tr'ondëk Hwëch'in.

## **21.0 PUBLIC REGISTER OF LAWS AND NOTIFICATION PROVISIONS**

- 21.1 The Tr'ondëk Hwëch'in shall maintain at its principal administrative offices a register of all laws enacted by the Tr'ondëk Hwëch'in.
- 21.2 The Tr'ondëk Hwëch'in shall enter into negotiations with other Yukon First Nations with a view to concluding an agreement to establish a central registry of constitutions and laws enacted by Yukon First Nations.
- 21.3 Every law enacted by the Tr'ondëk Hwëch'in and any amendment thereto and the Constitution and any amendment thereto shall be entered in their entirety into the register forthwith upon approval, adoption or enactment and also shall be forwarded forthwith to the central registry.
- 21.4 Any person shall have reasonable access to the registries during normal business hours.
- 21.5 The Tr'ondëk Hwëch'in shall forward to Government a list of Citizens and any alterations to that list forthwith after they occur.

## **22.0 FINANCIAL ACCOUNTABILITY**

- 22.1 The Tr'ondëk Hwëch'in shall prepare, maintain and publish its accounts in a manner consistent with the standards generally accepted for governments in Canada.

## **23.0 IMPLEMENTATION**

- 23.1 The Parties shall conclude an implementation plan as soon as practicable.
- 23.2 If the implementation plan has not been completed at the time this Agreement is ratified by the Tr'ondëk Hwëch'in, the Tr'ondëk Hwëch'in shall be deemed to have delegated to the Tr'ondëk Hwëch'in Council the authority to negotiate and approve the implementation plan on behalf of the Tr'ondëk Hwëch'in.
- 23.3 The Tr'ondëk Hwëch'in shall approve the implementation plan before it is approved by Government.
- 23.4 Canada shall seek approval of the implementation plan at the same time Canada seeks ratification of this Agreement.



23.5 The implementation plan referred to in 23.1 shall be attached to but not form part of this Agreement and it shall be a contract between the Parties, and, to the extent practicable, it shall be coordinated with the implementation plan for the Final Agreement.

## **24.0 DISPUTE RESOLUTION**

24.1 If the Tr'ondëk Hwëch'in and Canada do not agree to the terms of a self-government financial transfer agreement provided for in 16.0, either may refer the matter to mediation under 26.4.0 of the Final Agreement.

24.2 If the Tr'ondëk Hwëch'in, Canada, or the Yukon do not agree:

24.2.1 to the calculation of the contribution of the Yukon provided for in 18.1; or,

24.2.2 in the negotiations for the transfer of programs or services provided for in 17.0,

any of the Parties may refer the matter to mediation under 26.4.0 of the Final Agreement.

24.3 A dispute respecting this Agreement not described in 24.1 or 24.2 may be referred to mediation under 26.4.0 of the Final Agreement upon agreement of the parties to the dispute.

24.4 The parties to a dispute described in 24.1 to 24.3 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement and the arbitrator shall have the authority provided in 26.7.3 of the Final Agreement to resolve the dispute.

24.5 Subject to 26.8.0 of the Final Agreement, no party may apply to any court for relief in respect of any dispute which has been referred to arbitration under 24.4, except for an application for interim or interlocutory relief where the board has failed to appoint an arbitrator under 26.7.2 of the Final Agreement within 60 days of an application by any party to the dispute.

## **25.0 COMPATIBLE LAND USE**

- 25.1 In respect of the Settlement Land described in Appendix A and adjacent Non-Settlement Land:
- 25.1.1 the Tr'ondëk Hwëch'in and the Yukon or a municipality within the Traditional Territory may establish a joint planning structure:
    - 25.1.1.1 to develop or recommend amendments to a territorial, municipal or Tr'ondëk Hwëch'in community plan or area development land use plan; or,
    - 25.1.1.2 to carry out other activities to promote compatible land use;
  - 25.1.2 where a proposed land use of Non-Settlement Land may have significant impact on the use of adjacent Settlement Land, the Yukon or the affected municipality, as the case may be, shall Consult with the Tr'ondëk Hwëch'in for the purpose of resolving an actual or potential incompatibility in land use of the Non-Settlement Land and adjacent Settlement Land;
  - 25.1.3 where a proposed use of Settlement Land may have a significant impact on the use of adjacent Non-Settlement Land, the Tr'ondëk Hwëch'in shall Consult with the Yukon or the affected municipality as the case may be, for the purpose of resolving an actual or potential incompatibility in land use of the Settlement Land and adjacent Non-Settlement Land;
  - 25.1.4 in matters not subject to the development assessment process referred to in Chapter 12 of the Final Agreement, unless otherwise agreed by the Tr'ondëk Hwëch'in and either the Yukon or the affected municipality, as the case may be:
    - 25.1.4.1 a proposed land use of Non-Settlement Land shall not have a significant adverse impact on the peaceful use and enjoyment of adjacent Settlement Land; and
    - 25.1.4.2 a proposed use of Settlement Land shall not have a significant adverse impact on the peaceful use and enjoyment of adjacent Non-Settlement Land.
  - 25.2 Where Consultation pursuant to 25.1.2 or 25.1.3 does not resolve an actual or potential incompatibility in land use, the Tr'ondëk Hwëch'in, the Yukon or the affected municipality may refer the matter to dispute resolution pursuant to 26.4.0 of the Final Agreement.

- 25.2.1 The parties to a dispute referred to dispute resolution pursuant to 25.2 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement.
- 25.2.2 An arbitrator appointed to hear a dispute pursuant to 25.2 shall have the authority as set out in 26.7.3 of the Final Agreement and the authority to make recommendations to a party to the dispute to:
  - 25.2.2.1 change or vary an existing or proposed land use;
  - 25.2.2.2 modify a land use plan or area development regulation; and
  - 25.2.2.3 prepare a new zoning by-law or amend an existing zoning by-law.
- 25.2.3 In making a recommendation in respect of a dispute referred to in 25.2, the arbitrator shall not give any more weight to the fact that a territorial, municipal or Tr'ondëk Hwëch'in community or area development land use plan which one party has not had an opportunity to participate in developing, is completed than to any other factor to be taken into consideration.
- 25.3 Nothing in 25.0 shall be construed to limit the use of Settlement Land for traditional purposes by Yukon Indian People.

## **26.0 LOCAL GOVERNMENT AGREEMENTS**

- 26.1 The Tr'ondëk Hwëch'in may enter into agreements with another Yukon First Nation, a municipality, or Government, to provide for such matters as municipal or local government services, joint planning, zoning, or any matters referred to in 28.0.
- 26.2 Any agreement entered into pursuant to 26.1 respecting a municipal or local government service shall:
  - 26.2.1 take into account the cost of providing that service;
  - 26.2.2 provide for a process to resolve disputes which arise in respect of the agreement or the provision of the service; and

- 26.2.3 provide that the parties to such agreement, and their respective corporations, as the case may be, shall pay similar rates for user-pay municipal or local government services as are paid by property owners in the same or similar communities.

## **27.0 REGIONAL OR DISTRICT STRUCTURES**

- 27.1 The Tr'ondëk Hwëch'in and Government may agree to develop a process for consulting affected residents regarding the establishment of common administrative and planning structures for part or all of the Traditional Territory.
- 27.2 Where affected residents have been consulted through a process developed pursuant to 27.1 and the Tr'ondëk Hwëch'in or Government is satisfied that affected residents support the establishment of a common administrative and planning structure, the Tr'ondëk Hwëch'in or Government, as the case may be, may request the other party to enter into negotiations respecting the establishment of a common administrative and planning structure.
- 27.3 In the negotiations referred to in 27.2, the Tr'ondëk Hwëch'in and Government may agree to establish a common administrative and planning structure within part or all of the Traditional Territory.
- 27.4 A common administrative and planning structure established pursuant to 27.3 shall:
  - 27.4.1 remain under the control of all residents of the Traditional Territory or any agreed upon portion of the Traditional Territory; and
  - 27.4.2 include direct representation by the Tr'ondëk Hwëch'in.
- 27.5 The Tr'ondëk Hwëch'in and Government may agree to delegate responsibilities to a common administrative and planning structure established pursuant to 27.3.
- 27.6 An agreement pursuant to 27.3 to establish a common administrative and planning structure may include provisions respecting:
  - 27.6.1 the detailed powers and responsibilities of the common administrative and planning structure;

- 27.6.2 the exact manner by which the common administrative and planning structure shall be created;
- 27.6.3 a process to ensure that the common administrative and planning structure is accountable to all residents of the Traditional Territory or to all residents in any agreed upon portion of the Traditional Territory;
- 27.6.4 the manner in which the representatives to a common administrative and planning structure shall be selected or elected;
- 27.6.5 a detailed implementation plan;
- 27.6.6 financial and cost-sharing arrangements; and
- 27.6.7 such other matters as the Tr'ondëk Hwëch'in and Government may agree.

## **28.0 COMMUNITY LANDS**

- 28.1 In respect of the Settlement Land described in Part 2 of Appendix B, the power of the Tr'ondëk Hwëch'in to enact laws in relation to the matters described in Part 1 of Appendix B shall, unless otherwise provided in any Agreement entered into pursuant to 26.0, be subject to the following:
  - 28.1.1 no law enacted in relation to the matters described in Part 1 of Appendix B shall come into force or effect in respect of Settlement Land described in Part 2 of Appendix B until 60 days following its enactment;
  - 28.1.2 the Tr'ondëk Hwëch'in shall within 7 days following its enactment, provide to the City of Dawson and to the Yukon a copy of every law enacted in relation to the matters referred to in Part 1 of Appendix B which applies in respect of Settlement Land described in Part 2 of Appendix B;
  - 28.1.3 if the City of Dawson or the Yukon objects to the enactment referred to in 28.1.2, or to any part of such an enactment, then the Tr'ondëk Hwëch'in, the City of Dawson and the Yukon, as the case may be, shall make best efforts to resolve the matters; and

- 28.1.4 if the objections of either the City of Dawson or the Yukon cannot be resolved through efforts made pursuant to 28.1.3, then either the City of Dawson or the Yukon, as the case may be, may before the enactment comes into force or effect petition the Supreme Court of the Yukon Territory to disallow all or part of the enactment.
- 28.2 For purposes of a petition referred to in 28.1.4, the Supreme Court of the Yukon Territory shall have jurisdiction to disallow all or part of an enactment referred to in 28.1.2 if it can be established that any activity permitted or allowed by the enactment will endanger public health or public safety, will be contrary to peace, order or good government, or will have a significant adverse effect on the character of or quality of life in the City of Dawson.
- 28.3 Notwithstanding 28.1 and 28.2, in respect of the Settlement Land described in Part 3 of Appendix B, the Tr'ondëk Hwëch'in shall not exercise its powers to enact laws in relation to the matters described in Part 1 of Appendix B, unless otherwise agreed by the Tr'ondëk Hwëch'in and Government or the City of Dawson, whichever has responsibility for the matter in question.

## **29.0 RETAINED RESERVES**

- 29.1 In 29.0:
- "Category A Settlement Land", "Category B Settlement Land", "Developed Settlement Land", "Fee Simple Settlement Land", "Mines", "Minerals" and "Specified Substances" each have the same meaning as in the Final Agreement.
- 29.2 On the Effective Date, title to the Moosehide Lands shall be vested in the Tr'ondëk Hwëch'in for the use and benefit of its Citizens.
- 29.3 The title of the Tr'ondëk Hwëch'in to the Moosehide Lands shall be the same as if the Moosehide Lands were Category A Settlement Land.
- 29.4 On the Effective Date, the title of the Tr'ondëk Hwëch'in to the Moosehide Lands shall continue to be subject to any lawful rights or interests of third parties to which the Moosehide Lands were subject immediately prior to the Effective Date.
- 29.5 Subject to 29.4, on the Effective Date, all rights and interests in the Moosehide Lands of Canada shall cease to exist.

- 29.6 Canada shall be held harmless by the Tr'ondëk Hwëch'in for the vesting of the Moosehide Lands in the Tr'ondëk Hwëch'in in accordance with 29.0 and for the matters provided for in 9.1.
- 29.7 Except as provided in 29.7.1 and subject to 29.7.2, 29.7.3, 29.7.4 and 29.7.5 the Final Agreement shall apply to the Moosehide Lands as if they were Category A Settlement Land, designated as Developed Settlement Land.
- 29.7.1 Sections 5.2.6 and 5.15.1 of the Final Agreement shall not apply to the Moosehide Lands.
- 29.7.2 For the purposes of the application of 5.12.0 of the Final Agreement to the Moosehide Lands, in the event of the reacquisition of any of those lands in fee simple by the Tr'ondëk Hwëch'in, the Tr'ondëk Hwëch'in may declare that the Final Agreement shall apply, and it shall thereafter apply, to those lands reacquired as if they were:
- (a) Category A Settlement Land when Mines and Minerals are included; or
  - (b) Fee Simple Settlement Land when Mines and Minerals other than Specified Substances are not included,
- except that the cession, release and surrender of any aboriginal claim, right, title or interest in respect of the land shall not be affected.
- 29.7.3 For the purposes of 7.5.2.8 of the Final Agreement, land ordered as compensation thereunder shall be designated as if it were Category A Settlement Land when Mines and Minerals are included, or Category B Settlement Land or Fee Simple Settlement Land when Mines and Minerals are not included.
- 29.7.4 For the purpose of 20.5.0 of the Final Agreement, the Moosehide Lands are deemed to be transferred or acquired under a Settlement Agreement.
- 29.8 Except as provided in 29.9 and 29.10, the Indian Act (Canada) shall cease to apply to the Moosehide Lands and this Agreement shall apply to the Moosehide Lands as if they were Settlement Land.

- 29.9 For the purposes of 20.6.1 and 20.6.2 of the Final Agreement, the Moosehide Lands are deemed to be a reserve within the meaning of the Indian Act (Canada).
- 29.10 For greater certainty, the Moosehide Lands are deemed to be a reserve within the meaning of the Indian Act (Canada) for the purposes of Government programs referred to in 2.2.6 of the Final Agreement.
- 29.11 For the purposes of Chapter 21 of the Final Agreement, the Moosehide Lands are Unimproved Rural Settlement Land so long as permanent structures located thereon are used primarily for traditional purposes including, but not limited to, the following:
- 29.11.1 seasonal and occasional residence of Citizens for the purpose of maintaining cultural and spiritual practices;
  - 29.11.2 permanent residence for the purpose of maintaining and caring for the Moosehide Lands;
  - 29.11.3 communal facilities in relation to education, meetings or similar purposes;
  - 29.11.4 cultural retreats, gatherings, camps or similar purposes; and
  - 29.11.5 spiritual purposes.
- 29.12 The Moosehide Lands shall continue to be lands reserved for the Indians within the meaning of Section 91(24) of the Constitution Act, 1867.
- 29.13 Subject to 29.4, the Tr'ondëk Hwëch'in shall have full power to dispose of the Moosehide Lands and any rights or interests therein, but shall not do so except in accordance with the procedure established in the Constitution.
- 29.14 Canada shall be held harmless by the Tr'ondëk Hwëch'in for the management by the Tr'ondëk Hwëch'in of the Moosehide Lands after the Effective Date.
- 29.15 The vesting of the Moosehide Lands and all other matters agreed to in 29.0 shall take effect by virtue of the Yukon First Nations Self-Government Act (Canada) and not by virtue of the Indian Act (Canada).



29.16 The ballot provided for in the ratification process shall expressly state that ratification of this Agreement by the Tr'ondëk Hwëch'in signifies approval of the vesting of the Moosehide Lands in the Tr'ondëk Hwëch'in and authorizes Canada to take necessary measures to effect the change in the status of the Moosehide Lands.



**APPENDIX A**

**COMPATIBLE LAND USE**

<b><u>SELECTION</u></b>	<b><u>LEGAL DESCRIPTION</u></b>
R-27A	Unsurveyed;
R-68B	Unsurveyed;
R-69B	Unsurveyed;
R-84B	Unsurveyed.
S-94B	Unsurveyed;
S-99B	Unsurveyed;
S-104FS/D	Portions of a number of surveyed lots;
S-122B	Unsurveyed;
S-126B	Unsurveyed;
S-153B	Unsurveyed;
S-160B	Unsurveyed;
S-175B	Unsurveyed;
S-210B	Unsurveyed;
S-211B/D	A number of surveyed lots plus an unsurveyed parcel;
S-213B	Unsurveyed;
C-3B	Unsurveyed;
C-5B	Unsurveyed;
C-7B	Unsurveyed;
C-8B	Lot 9, Block E, Group 2, Plan 9052 CLSR, West Dawson Addition;

C-13B	Unsurveyed;
C-14B	Unsurveyed;
C-16B	Unsurveyed;
C-17B	Unsurveyed;
C-20FS/D	Lots 4 through 10, Block D, Plan 8338A CLSR, Ladue Estate and Lot 21, Block D, Plan 75585 CLSR, 93-162 LTO, Ladue Estate;
C-21FS/D	Lots 13 through 20, Block D, Plan 8338A CLSR, Ladue Estate;
C-22FS/D	Lots 9 through 16, Block P, Plan 8338A CLSR, Ladue Estate;
C-23FS/D	Lots 12 and 13, Block G, Plan 8338A CLSR, Ladue Estate;
C-24FS/D	Lot 9, Block G, Plan 8338A CLSR, Ladue Estate;
C-25FS/D	Lot 5, Block G, Plan 8338A CLSR, Ladue Estate;
C-26FS/D	Lots 1 and 2, Block G, Plan 8338A CLSR, Ladue Estate;
C-27FS/D	Lots 17 and 18, Block G, FN 69598 CLSR, 75517 LTO, Ladue Estate;
C-28FS/D	Lots 9 through 16, Block O, Plan 8338A CLSR, Ladue Estate;
C-29FS/D	Lot 1, Block O, Plan 8338A CLSR, Ladue Estate;
C-30FS/D	Lots 11 through 18, Block N, Plan 8338A CLSR, Ladue Estate;
C-31FS/D	Lot 10, Block N, Plan 8338A CLSR, Ladue Estate;
C-32FS/D	Lots 21 and 22, and North half of Lot 7, Block N, Plan 69019 CLSR, 70119 LTO, Ladue Estate;
C-33FS/D	Lot 3, Block N, Plan 8338A CLSR, Ladue Estate;

C-34FS/D	Lots 2 through 5, Block LA, Plan 8338A CLSR, Ladue Estate;
C-35FS/D	The northerly 100 feet of Lot 9, Block E, Plan 8338A CLSR, Ladue Estate;
C-36FS/D	Lots 16 and 17, Block X, Plan 8338A CLSR, Ladue Estate;
C-38FS/D	Lots 15 and 16, Block 2, Plan 79122 CLSR, 96-110 LTO, North End Subdivision and the westerly 9.14 metres of Lot 1 and of the southerly ½ of Lot 2, Block H, Plan 8338A CLSR, Government Addition;
C-42B	Unsurveyed;
C-62FS/D	Lots 17 and 18, Block O, Plan 76287 CLSR, 94-52 LTO, Ladue Estate;
C-63FS/D	Unsurveyed;
C-66FS/D	Lot 1, Block X, Plan 8338A CLSR, Ladue Estate;
C-67FS/D	Lots 1 and 2, Block P, Plan 8338A CLSR, Ladue Estate;
C-68FS/D	Lot 8, Block P, Plan 8338A CLSR, Ladue Estate;
C-69FS/D	Lot 5, Block Y, Plan 8338A CLSR, Ladue Estate;
C-70B/D	Unsurveyed;
C-72FS/D	Lot 7, Block G, Plan 8338A CLSR, Ladue Estate;
C-75FS	Lot 236, Group 2, Plan 54137 CLSR, 6673 LTO;
C-77FS/D	Portion of Parcel A, Lot 395, Group 2, Plan 50548 CLSR, 24320 LTO;
C-78FS/D	Portion of Lots 10 and 11, Group 2, Plan 8543 CLSR;
C-79FS/D	Lot 78, Group 2, Plan 8719 CLSR, Lots 345 and 346, Group 2, FB 9048 CLSR, Lot 168, Group 2, FB 6915 CLSR, Lot 169, Group 2, Plan 9783 CLSR and Lot 137, Group 2, Plan 9128 CLSR;

C-80FS/D	Portion of Lot 462, Group 1052, Plan 54069 CLSR;
C-81FS/D	Portion of Lot 461, Group 1052, Plan 53793 CLSR;
C-84FS/D	Lots 159 and 160, Group 2, Plan 54231 CLSR and Lots 166 and 167, Group 2, Plan 9426 CLSR;
C-87FS	Portion of Lot 8, Group 2, Plan 8683 CLSR;
C-88FS/D	Portions of a number of surveyed lots and roads;
C-92FS/D	Lot 92, Group 1052 FB 6439, Plan 53864 CLSR;
C-93FS/D	Lot 9, Block 3, Plan 79122 CLSR, 96-110 LTO, North End Subdivision;
C-94FS/D	Lots 1, 2 and 3, Block 2, Plan 79122 CLSR, 96-110 LTO, North End Subdivision.

## **APPENDIX B**

### **PART 1**

The Tr'ondëk Hwëch'in powers referred to in 28.1 and 28.3 are those powers enumerated at:

- 13.3.5 (posters, billboards)
- 13.3.8 (construction, buildings)
- 13.3.9 (overcrowding)
- 13.3.10 (sanitary conditions)
- 13.3.11 (planning, zoning)
- 13.3.16 (animals)
- 13.3.17 (administration of justice)
- 13.3.18 (threat to public order)
- 13.3.19 (public health)
- 13.3.20 (pollution)
- 13.3.21 (firearms)





**APPENDIX B**

**PART 2**  
**(section 28.1)**

ALL PARCELS WITHIN THE AREA BOUNDED BY THE YUKON RIVER, EDWARD STREET, NINTH AVENUE, AND KING STREET, INCLUDING:

<b><u>SELECTION</u></b>	<b><u>LEGAL DESCRIPTION</u></b>
C-20FS/D	Lots 4 through 10, Block D, Plan 8338A CLSR, Ladue Estate and Lot 21, Block D, Plan 75585 CLSR, 93-162 LTO, Ladue Estate;
C-21FS/D	Lots 13 through 20, Block D, Plan 8338A CLSR, Ladue Estate;
C-22FS/D	Lots 9 through 16, Block P, Plan 8338A CLSR, Ladue Estate;
C-23FS/D	Lots 12 and 13, Block G, Plan 8338A CLSR, Ladue Estate;
C-24FS/D	Lot 9, Block G, Plan 8338A CLSR, Ladue Estate;
C-25FS/D	Lot 5, Block G, Plan 8338A CLSR, Ladue Estate;
C-26FS/D	Lots 1 and 2, Block G, Plan 8338A CLSR, Ladue Estate;
C-27FS/D	Lots 17 and 18, Block G, FN 69598 CLSR, 75517 LTO, Ladue Estate;
C-28FS/D	Lots 9 through 16, Block O, Plan 8338A CLSR, Ladue Estate;
C-29FS/D	Lot 1, Block O, Plan 8338A CLSR, Ladue Estate;
C-30FS/D	Lots 11 through 18, Block N, Plan 8338A CLSR, Ladue Estate;
C-31FS/D	Lot 10, Block N, Plan 8338A CLSR, Ladue Estate;

C-32FS/D Lots 21 and 22, and North half of Lot 7, Block N, Plan 69019 CLSR, 70119 LTO, Ladue Estate;

C-33FS/D Lot 3, Block N, Plan 8338A CLSR, Ladue Estate;

C-34FS/D Lots 2 through 5, Block LA, Plan 8338A CLSR, Ladue Estate;

C-35FS/D The northerly 100 feet of Lot 9, Block E, Plan 8338A CLSR, Ladue Estate;

C-36FS/D Lots 16 and 17, Block X, Plan 8338A CLSR, Ladue Estate;

C-38FS/D Lots 15 and 16, Block 2, Plan 79122 CLSR, 96-110 LTO, North End Subdivision and the westerly 9.14 metres of Lot 1 and of the southerly ½ of Lot 2, Block H, Plan 8338A CLSR, Government Addition;

C-62FS/D Lots 17 and 18, Block O, Plan 76287 CLSR, 94-52 LTO, Ladue Estate;

C-63FS/D Unsurveyed;

C-66FS/D Lot 1, Block X, Plan 8338A CLSR, Ladue Estate;

C-67FS/D Lots 1 and 2, Block P, Plan 8338A CLSR, Ladue Estate;

C-68FS/D Lot 8, Block P, Plan 8338A CLSR, Ladue Estate;

C-69FS/D Lot 5, Block Y, Plan 8338A CLSR, Ladue Estate;

C-72FS/D Lot 7, Block G, Plan 8338A CLSR, Ladue Estate;

C-93FS/D Lot 9, Block 3, Plan 79122 CLSR, 96-110 LTO, North End Subdivision.

C-94FS/D Lots 1, 2 and 3, Block 2, Plan 79122 CLSR, 96-110 LTO, North End Subdivision.

**APPENDIX B**

**PART 3**  
**(section 28.3)**

<b><u>SELECTION</u></b>	<b><u>LEGAL DESCRIPTION</u></b>
C-4B/D	Unsurveyed;
C-39FS/D	Lot 9, Block 13, Plan 8395 CLSR, Government Reserve;
C-40FS/D	Lot 5 and the south half of Lot 6, Block LE, Plan 8338A CLSR, Harper Addition;
C-41FS/D	Lots 11 and 12, Block K, Plan 71883 CLSR, 89-07 LTO, Menzies Addition;
C-43B/D	Lot 16, Plan 73889 CLSR, 91-92 LTO, Dome Road Subdivision;
C-44B/D	Lot 19, Plan 73889 CLSR, 91-92 LTO, Dome Road Subdivision;
C-45B/D	Lot 22, Plan 73889 CLSR, 91-92 LTO, Dome Road Subdivision;
C-46B/D	Lot 26, Plan 73889 CLSR, 91-92 LTO, Dome Road Subdivision;
C-47B/D	Lot 29, Plan 73889 CLSR, 91-92 LTO, Dome Road Subdivision;
C-48B/D	Lot 32, Plan 73889 CLSR, 91-92 LTO, Dome Road Subdivision;
C-49B/D	Lot 34, Plan 73889 CLSR, 91-92 LTO, Dome Road Subdivision;
C-50B/D	Lot 38, Plan 73889 CLSR, 91-92 LTO, Dome Road Subdivision;
C-61FS/D	Lot 4 and the south half of Lot 5, Block J, Plan 8338A CLSR, Ladue Estate;

C-64FS/D	Lot 1, Block HB, Plan 8338A CLSR, Harper Estate;
C-65FS/D	Lot 3, Block HB, Plan 8338A CLSR, Harper and Ladue Estates;
C-71FS/D	Lot 10, Block B, Plan 8338A CLSR, 34CC LTO, Ladue Estate;
C-74FS/D	Parcel Q, Plan 41780 CLSR, 20364 LTO, Government Reserve;
C-85FS/D	Portion of Lot 170, Group 1052, FB 7019, Plan 54106 CLSR;
C-86FS/D	Portion of Lot 216, Group 2, FB 6569, Plan 54252 CLSR.

## **SCHEDULE A**

### **RATIFICATION OF THE THE TR'ONDĚK HWĚCH'IN SELF-GOVERNMENT AGREEMENT**

#### **1.0 DEFINITIONS**

1.1 In this schedule the following definitions shall apply:

"Official Enrollment List" means the official enrollment list for the Tr'ondĕk Hwĕch'in prepared by the Enrollment Commission pursuant to Chapter 3 of the Final Agreement;

"Official Voters List" means the official voters list prepared by the Ratification Committee pursuant to 3.1 of Schedule A to Chapter 2 of the Final Agreement;

"Ratification Committee" means the Ratification Committee established pursuant to 2.1 of Schedule A to Chapter 2 of the Final Agreement.

"Members of the Dawson Indian Band" means persons who are, as of the day 45 days before the first day of the vote, registered Indians of, or are members of, the Indian Act (Canada) Dawson Indian Band, and for this purpose "registered" has the same meaning as in the Indian Act (Canada).

#### **2.0 GENERAL**

2.1 Ratification of this Agreement by the Tr'ondĕk Hwĕch'in in accordance with this schedule shall be considered ratification by all persons eligible to be Citizens.

2.2 This Agreement shall be ratified by the Tr'ondĕk Hwĕch'in before being considered for ratification by Canada and the Yukon.

2.3 Where there is a reference in this schedule to a period of time after or before a specified day the period does not include that day.

2.4 Following discussions with the Tr'ondĕk Hwĕch'in, the Ratification Committee shall prepare a budget for the ratification process subject to review and approval by Canada. The approved expenses of the Ratification Committee shall be a charge on Canada.

### **3.0 INFORMATION CAMPAIGN**

- 3.1 The Ratification Committee shall be responsible for affording eligible voters a reasonable opportunity to review the substance and details of this Agreement through the use of a communications strategy which may include videos, information booklets, community visits, door to door visits and accurate map reproductions.
- 3.2 Only printed, audio and visual material submitted by the Ratification Committee to, and approved by, the Parties shall be made available, or distributed, to eligible voters by the Ratification Committee pursuant to 3.1. Material submitted by the Ratification Committee to a party shall be considered approved by that party unless the Ratification Committee receives written notice otherwise within 15 calendar days of the material being received by that party.

### **4.0 VOTING PROCESS**

- 4.1 Only persons whose names appear on the Official Voters List shall be eligible to vote.
- 4.2 The voting process for ratification of this Agreement shall be the same as that determined for ratification of the Final Agreement pursuant to 5.0 of Schedule A to Chapter 2 of the Final Agreement.
- 4.3 The vote on the ratification of this Agreement and the vote on the ratification of the Final Agreement shall be combined in a single ratification process which shall consist of a single vote for the purpose of approving or rejecting both the Final Agreement and this Agreement, including the Dawson Indian Band ceasing to exist and the vesting of the Dawson Indian Band assets and liabilities in the Tr'ondëk Hwëch'in.
- 4.4 The appearance, format and content of the ballots shall be approved by the Parties.

### **5.0 RATIFICATION OF THIS AGREEMENT BY THE TR'ONDËK HWËCH'IN**

- 5.1 The Tr'ondëk Hwëch'in shall have ratified this Agreement if:
  - 5.1.1 a majority of the eligible voters cast a ballot approving this Agreement, and

- 5.1.2 a majority of the eligible voters who are Members of the Dawson Indian Band cast a ballot and a majority of those ballots cast approve the Dawson Indian Band ceasing to exist and the vesting of the Dawson Indian Band assets and liabilities in the Tr'ondëk Hwëch'in.
- 5.2 The Ratification Committee shall, as soon as practical and in any event no later than seven days after the last day of the vote, tabulate and publish the results of the vote showing:
  - 5.2.1 the total number of persons on the Official Voters List;
  - 5.2.2 the total number of persons on the Official Voters List who are Members of the Dawson Indian Band;
  - 5.2.3 the total number of ballots cast;
  - 5.2.4 the total number of ballots cast by Members of the Dawson Indian Band;
  - 5.2.5 the total number of ballots which approve this Agreement, which do not approve this Agreement, which are spoiled and which are rejected; and
  - 5.2.6 the total number of ballots cast by Members of the Dawson Indian Band which approve the matters set out in 5.1.2, which do not approve the matters set out in 5.1.2, which are spoiled and which are rejected.
- 5.3 The Ratification Committee shall publish the results of the vote pursuant to 5.2 in the communities in which the Official Voters List was published pursuant to 3.3 of Schedule A to Chapter 2 of the Final Agreement and may publish the results in such other locations as the Ratification Committee determines.
- 5.4 The Ratification Committee shall prepare and submit to the Parties, within 14 days after publishing the results of the vote, a report setting out the results referred to in 5.2, and the details of the carrying out of the Tr'ondëk Hwëch'in ratification process.
- 5.5 After ratification of this Agreement by the Tr'ondëk Hwëch'in but prior to submission of this Agreement for ratification by Canada, the negotiators, on behalf of Government, and the Chief, on behalf of the Tr'ondëk Hwëch'in, may agree to minor amendments to this Agreement.

## **6.0 RATIFICATION OF THIS AGREEMENT BY GOVERNMENT**

- 6.1 After the Ratification Committee conducts the vote, publishes the results and submits its report pursuant to 5.3, and if the results of the vote constitute a ratification of this Agreement by the Tr'ondëk Hwëch'in, this Agreement shall be presented by the Yukon Minister with responsibility for land claims to the Executive Council for ratification and by the Minister of Indian Affairs and Northern Development to Cabinet for ratification, both within three months after receipt of the report of the Ratification Committee or as soon as practicable thereafter.

## **7.0 SIGNING OF THIS AGREEMENT**

- 7.1 This Agreement shall be signed by representatives of the Tr'ondëk Hwëch'in, Canada and the Yukon as soon as practicable after ratification by Government.
- 7.2 As soon as practicable after the signing of this Agreement, the Yukon Minister with responsibility for land claims and the Minister of Indian Affairs and Northern Development shall sponsor orders-in-council to bring this Agreement into effect.