



Carcross/Tagish First Nation
Summary
Of
Final and Self-Government Agreements
February 2004

NOTE TO READER

This document is intended to summarize the main aspects of the Carcross/Tagish First Nation (the “C/TFN”) Final and Self-Government Agreements and, as such, does not attempt to present or summarize all the substance of the Final and Self-Government Agreements. This document should be not relied upon or substituted for the Final and Self-Government Agreements for interpretative or legal purposes. For complete

information, the reader must refer to the Final and Self-Government Agreements themselves.

Capitalized words or phrases used in this document are defined in the C/TFN Final Agreement. Some definitions apply throughout the Final Agreement, while others are only defined for the purposes of a specific chapter of the Final Agreement. For instance, “Chapter 1 - Definitions” provides a definition of “Consultation” for all twenty-eight chapters of the Final Agreement. Meanwhile, “Chapter 17 - Forest Resources” defines “Forest Resources Management” only for that particular chapter. For a complete understanding of the material presented in this document, the reader should refer to the sections of the Final and Self-Government Agreements where the definitions are set out.

FOREWORD

In 1973, Yukon First Nations wrote a document entitled “Together Today for Our Children Tomorrow” and presented it to then Prime Minister Pierre Trudeau and Jean Chretien, then the Minister of Indian Affairs and Northern Development. The document sought a settlement of all outstanding land claim issues. Subsequently the Prime Minister agreed to commence land claim negotiations with the Yukon First Nations.

The Council for Yukon Indians, Canada and the Yukon signed the Umbrella Final Agreement (the “UFA”) in 1993. The land claim agreements of the Yukon First Nations are negotiated within the general parameters established by the UFA. Since the UFA was signed, nine Yukon First Nations have ratified their final and self-government agreements.

The C/TFN entered into negotiations with the federal and territorial governments in 1996 and on March 31, 2002, the C/TFN signed a memorandum of understanding with them that acknowledged that the substantive negotiation of the C/TFN Final and Self-Government Agreements had been completed. Since the signing of the MOU, the C/TFN, Canada and the Yukon have been completing the legal drafting, finalizing the land selections and undertaking the technical review of the C/TFN land claims package.

On October 30, 2003, the negotiators for the C/TFN, the Yukon and Canada initialled the C/TFN Final and Self-Government Agreements. The initialling indicated that the C/TFN Final and Self-Government Agreements were now completed and the ratification process, or approval process, of the C/TFN land claim package by the C/TFN, Canada and the Yukon may commence.

INTRODUCTION

Under the C/TFN Final Agreement, a ratification committee is established to conduct the ratification process for Carcross/Tagish People and ensure that the process is fair and objective. Marilyn Jensen, Heather Jones and Leo Chassé are the members of the ratification committee.

The ratification committee is an independent body and acts at arm's-length from the parties. Its duties are twofold. Firstly, the committee will be responsible for developing an information campaign in order to ensure that Carcross/Tagish People have a reasonable opportunity to review the substance and detail of the Final and Self-Government Agreements. Secondly, the committee must prepare an official voters list and conduct the voting process.

Following the information campaign conducted by the ratification committee, a vote will be held on April 6, 7 and 8, 2004, in which all Carcross/Tagish People, who are at least eighteen years of age, will be eligible to cast a ballot in a ratification vote. An advance poll will be held on March 23 and April 3, 2004. If 60 percent or more of the eligible voters cast ballots to accept the Final and Self-Government Agreements in the ratification vote, those agreements will be signed by the parties and brought into legal effect. The vote will be by secret ballot.

C/TFN LAND CLAIM PACKAGE

The C/TFN land claim package is comprised of the following.

(i) C/TFN Final Agreement

In 1993, the Council for Yukon Indians, Canada and the Yukon signed the UFA and its terms are incorporated into and form the bulk of each Yukon First Nation Final Agreement. In the negotiation of the C/TFN Final Agreement, the parties agreed to Specific Provisions that address unique characteristics and requirements of the C/TFN. The Final Agreement also includes maps and descriptions of all the parcels of C/TFN Settlement Land as well as maps of the special management areas, heritage sites and heritage trails.

Once in effect, the C/TFN Final Agreement will be a land claim agreement under section 35 of the Constitution Act. This ensures that the C/TFN Final Agreement will be constitutionally protected and form part of the highest law of Canada. Any amendment or change to the C/TFN Final Agreement can only be done with the consent of the C/TFN, Canada and the Yukon.

(ii) C/TFN Self-Government Agreement

Under its Self-Government Agreement, which was negotiated pursuant to "Chapter 24 - Yukon Indian Self-Government" of the C/TFN Final Agreement, the C/TFN has powers and authorities to make decisions and govern in a manner consistent with its cultural values and institutions. While the Self-Government Agreement cannot be amended without the consent of the C/TFN, it is not a treaty constitutionally protected under section 35 of the Constitution Act at this time.

Under the C/TFN Self-Government Agreement, the C/TFN and Government have negotiated funding agreements so that the C/TFN can operate its government and provide programs and services to Carcross/Tagish People.

(iii) Collateral Agreement

The collateral agreement refers to the “Memorandum Regarding Certain Financial and Other Arrangements” that is attached to the C/TFN Final Agreement as Appendix C. This agreement provides additional funding to the C/TFN with respect to the indexation of the C/TFN financial compensation. It also sets out the payment of the section 87 payment funding under “Chapter 20 – Taxation” of the C/TFN Final Agreement.

While the collateral agreement is related to the C/TFN Final Agreement, it does not form a part of the C/TFN Final Agreement.

(iv) Elders’ Statement

The Elders of the C/TFN requested that a written statement that set out their views with respect to the Final and Self-Government Agreements be attached to those agreements. The Elders’ Statement is intended to inform future generations of their views. The parties agreed to attach English, Tagish and Tlingit versions of the Elders’ statement to the Final and Self-Government Agreements.

While the Elders’ statement is attached to both the Final and Self-Government Agreements, it does not form a part of those agreements.

This summary outlines the provisions of the C/TFN land claim package related to land, water, harvesting, resource management, financial, governance and implementation matters. Also explained are the provisions of the C/TFN Final Agreement, including the specific provisions, as well as the provisions of the C/TFN Self-Government Agreement and the Collateral Agreement.

LAND

(a) Amount

Under the terms of the UFA, which are incorporated into the C/TFN Final Agreement, the C/TFN is allocated 602.9 square miles (1,561.5 square kilometres) of Settlement Land.

The C/TFN has selected large rural areas within its Traditional Territory as Settlement Land as well as community lands in and around Carcross and Tagish. In addition, smaller site selections have been selected so the specific cabin sites and camping areas will be Settlement Land. The maps and descriptions of the parcels of C/TFN Settlement Land are part of the C/TFN Final Agreement. Please review the maps that set out the parcels of C/TFN Settlement Land.

(b) Types of Settlement Land

The C/TFN will own and manage three types of Settlement Land:

- On 400 square miles (1,036 square km) of Category A Settlement Land, the C/TFN will have complete ownership of the surface and Mines and Minerals. The C/TFN will have title equivalent to fee simple to the surface of these lands and full fee simple title to the Mines and Minerals and right to work the Mines and Minerals.

- The remaining amount of 202.90 square miles (525.51 square km) will be either Category B or Fee Simple Settlement Land. On Category B Settlement Land, the C/TFN will have ownership of the surface equivalent to fee simple, but will not own the Mines and Minerals. It will, however, have the right to take and use gravel, clay and other Specified Substances without payment of any royalties to Government.

The C/TFN has selected some lots in Carcross and Tagish that have been surveyed and registered in the Land Titles Office of the Yukon. These parcels will be Fee Simple Settlement Land.

Non-Settlement Land is all land in the C/TFN Traditional Territory other than those types described above and is commonly referred to as Crown Land and private land.

The C/TFN will retain Carcross Indian Reserve No. 4 as a reserve but the C/TFN Final Agreement and the Self-Government Agreement will apply to it as if it was Category A Settlement Land. The title of Carcross Indian Reserve No. 4 will be the same as if it was Category A Settlement Land of the C/TFN. The provisions of the Indian Act cease to apply on the Effective Date of the Final Agreement. The tax exemption under the Indian Act will not apply to the reserves retained by the C/TFN following the end of the calendar year in which the Final and Self-Government Agreement are brought into legal effect.

Prior to the date that the C/TFN Final Agreement is brought into legal effect, the C/TFN has the right to submit three specific claims to the Specific Claims Branch with respect to the following three matters:

- Tagish Post/Six Mile River and Choutla School Site

The C/TFN will make separate claims that the areas known as the Tagish Post and Choutla School Site are reserves within the meaning of the Indian Act. Under the C/TFN Final Agreement, these areas will be retained by the C/TFN as Settlement Land. If the specific claims are successful, the C/TFN may retain these areas as a reserve under the Indian Act and the C/TFN Final Agreement will apply to them as if they were Category A Settlement Land.

The C/TFN will also seek compensation as part of these two specific claims.

- Surrender of a portion of Carcross Indian Reserve No. 4 for the Highway

The C/TFN will make a claim for compensation arising out of alleged voting irregularity in the surrender of a portion of Carcross Indian Reserve No. 4 for the South Klondike Highway.

If the first two specific claims are not filed prior to the date that the C/TFN Final Agreement becomes legal, the claims would be released.

The term “equivalent to fee simple” used in relation to Category A and B Settlement Land means that the C/TFN will have the same rights in relation to that Settlement Land as an individual owning land in fee simple has to his land, without a release of aboriginal title. In other words, the C/TFN will maintain aboriginal title to Category A and B Settlement Land. Aboriginal title related to Fee Simple Settlement Land and Non-Settlement Land will be released when the C/TFN Final Agreement comes into legal effect.

The C/TFN will be able to lease or provide third parties with other land rights that are less than full ownership to Category A and B Settlement Lands. The issuance of such rights will not result in the release of aboriginal title to Settlement Land. If, however, the C/TFN registered a parcel of Category A or B Settlement Lands in the Land Titles Office of the Yukon, the aboriginal title to that parcel would be released permanently.

Following the effective date of the C/TFN Final Agreement, the C/TFN and Government may agree to exchange Crown Land for Settlement Land. However, the aboriginal title of the Crown Land would remain released and would not be regained if the C/TFN acquired the Crown Land as Settlement Land.

Similarly the C/TFN can designate private lands as Fee Simple Settlement Land located within its Traditional Territory in place of an equal amount of Category B or Fee Simple Settlement Land which will no longer be Settlement Land. The C/TFN can designate a total amount of no more than 80 square kilometres of private land as Settlement Land on three occasions over a period of 24 years following the date that the Final Agreement is brought into legal effect. This provision will enable the C/TFN to make strategic real estate purchases over time and have them designated as C/TFN Settlement Land.

(c) Management of Settlement Land

Under its Final Agreement, the C/TFN may make laws for the use and occupation of its Settlement Land and enact certain laws in accordance with the Self-Government Agreement. It may also develop and administer land management programs for its Settlement Land, including the collection of fees for the use of such lands.

The C/TFN may also establish a system to record interests in its Settlement Land. This would provide certainty for the use and possession of portions of Settlement Land without affecting the aboriginal title of that Settlement Land.

Government will continue to administer licences, permits and other rights that existed on C/TFN Settlement Land prior to the date that the C/TFN Final Agreement was brought into legal effect, including the renewal or replacement of those licences, permits or other rights. These are known as Encumbering Rights. Government must Consult with the C/TFN before renewing or replacing an Encumbering Right on its Settlement Land.

This means that the C/TFN may select Settlement Land having Encumbering Rights, but the Encumbering Rights will be administered by Government as if the land were still Crown Land. If a third party holder of an Encumbering Right wants to change the terms and conditions of the access for the purpose of exercising that Encumbering Right, the

consent of the C/TFN is required or, if consent is not granted, an order of the Surface Rights Board must be obtained setting out the terms and conditions.

Any royalties collected by Government from the production of a Mineral on Category A Settlement Land by a third party who has an Encumbering Right in the Mines and Minerals will be paid to the C/TFN. Similarly, the C/TFN will receive rent normally payable to Government from any Encumbering Right on Category B or Fee Simple Settlement Land with respect to any surface lease of a holder of a mineral right. Government must also Consult with the C/TFN before setting certain Royalties, rents or fees in relation to Encumbering Rights.

(d) **Overlap with the Kwanlin Dun First Nation (the “KDFN”), Ta’an Kwach’an Council (the “TKC”), Teslin Tlingit Council (the “TTC”) and Champagne and Aishihik First Nations (the “CAFN”)**

Since parts of the C/TFN Traditional Territory overlap with the Traditional Territories of the KDFN, TKC, TTC and CAFN, the C/TFN and those Yukon First Nations must try to establish an overlap resolution boundary satisfactory to Government that would resolve the overlapping areas and set out arrangements for the management of resources and the allocation of benefits in those areas.

If the overlapping areas are not resolved, then various provisions of the C/TFN Final Agreement will not apply in those areas, including the C/TFN’s specific economic development measures and the jurisdiction of the Carcross/Tagish Renewable Resources Council.

In some cases, the C/TFN and KDFN selected the same land as Settlement Land during their respective negotiations. Prior to initialling the C/TFN Final and Self-Government Agreements, the C/TFN reached agreement with the KDFN so that their respective land selections no longer overlap.

(e) **Access to Settlement Land**

Public Access

The public has a general right of access, without the consent of the C/TFN, to enter, cross and stay on Undeveloped Settlement Land for a reasonable period of time for all non-commercial recreational purposes.

The public has a general right, without the consent of the C/TFN, to enter, cross and make necessary stops on Undeveloped Settlement Land in order to reach adjacent Non-Settlement Land for commercial and non-commercial purposes, if the access is of a casual and insignificant nature or the route is generally recognized and used for access on a regular basis and the exercise of the right does not result in a significant alteration to the route.

But the public does not have a right of access to enter and stay on Undeveloped Category A Settlement Land without the consent of the C/TFN for the purpose of non-commercial Harvesting of Fish and Wildlife.

The C/TFN and Government may negotiate terms and conditions for the exercise of a right of access provided by the C/TFN Final Agreement. If the C/TFN and Government cannot agree to the terms and conditions, the Surface Rights Board may set out terms and conditions on a right of access regarding the seasons, times, locations or manner of access.

The public does not have a general right of access on parcels of Settlement Land that have been designated as Developed Settlement Land. Those parcels of Settlement Land that have been designated as Developed, such as residential areas, will be considered as private property.

Any person may enter Settlement Land in an emergency, but must report the location of any damage to the C/TFN. In this case, the person would be liable for significant damage to the Settlement Land or improvements on it as a result of the access.

Commercial Access

A person may enter, cross and make stops on Undeveloped Settlement Land to reach adjacent Non-Settlement Land for commercial purposes without the permission of the C/TFN if the access is of a casual and insignificant nature or the route is generally recognized and used for access on a regular basis and the exercise of the right does not result in a significant alteration to the route. Otherwise, the person must obtain the consent of the C/TFN or, failing consent, an order of the Surface Rights Board setting out the terms and conditions for the access.

An outfitting concession holder will have a right of access to C/TFN Settlement Land in order to remove his property until July 31 following the date that the C/TFN Final Agreement comes into legal effect unless an agreement is made otherwise.

All registered trappers will be able to work their traplines on C/TFN Settlement Land without fee. This includes the right to construct and occupy cabins on Settlement Land necessary for the use of the trapline. In addition, necessary trails may be cut on the trapline.

Where a Person has a timber harvesting agreement or permit existing before the effective date of the C/TFN Final Agreement, that Person will be able to exercise all the rights under the agreement or permit as though the land had not become Settlement Land, including the use of Settlement Land.

The holder of an Existing Mineral Right (that is, a mineral right on Settlement Land which existed prior to the date that the C/TFN Final Agreement was brought into legal effect) has a right of access for the purpose of exercising that right without the consent of the C/TFN if the access is of a casual and insignificant nature or the route is generally recognized and used for access on a regular basis and the exercise of the right does not result in a significant alteration to the route. The holder also has the right of access to use

the parcel of Settlement Land for the purpose of exercising the Existing Mineral Right without the consent of the C/TFN, where that is provided for by law.

A person who has a New Mineral Right (a mineral right on Settlement Land which did not exist prior to the date that the C/TFN Final Agreement was brought into legal effect) on Category B or Fee Simple Settlement Land has a right of access on Settlement Land without permission from the C/TFN. The holder also has a right to use that portion of Settlement Land without the consent of the C/TFN provided that no heavy equipment or methods more disruptive than hand methods are used.

Government Access

Government, its agents or contractors have a right to enter, cross and stay on Undeveloped Settlement Land for less than 120 days without the consent of the C/TFN. If the access is to be longer than 120 days, the consent of the C/TFN must be obtained or, failing consent, an order of the Surface Rights Board setting out the terms and conditions for the access must be obtained.

Government also has a right to use natural resources on Undeveloped Settlement Land to deliver, manage and maintain its programs and projects. It also has a right of access to make necessary changes to lands and watercourses by earthmoving equipment for routine or emergency maintenance of transportation corridors.

Those authorized to provide utilities, such as electricity, telephone and municipal services, also have a right of access to enter, cross and stay on Undeveloped Settlement Land. The C/TFN must be Consulted before any access takes place.

Military Access

The Department of National Defence has a right of access to Undeveloped Settlement Land for military access with the consent of the C/TFN. If there is no agreement for the use and protection of the land, the Surface Rights Board will set out the terms and conditions.

(f) Surface Rights Board

The Surface Rights Board was established to resolve disputes related to access and compensation. The Board has the power to resolve disputes, including the following matters:

- the amount of compensation for the exercise of a right of access to, use of or appropriation of a parcel of Settlement Land; and
- a dispute between holders of surface and Mines and Minerals rights on Settlement Land and Non-Settlement Land.

The Board can make various orders which will be binding on the parties involved and have the same legal effect as an order of the Supreme Court of the Yukon.

The Minister will appoint no more than 10 people to the Board. One-half of the people appointed to the Board will be nominated by the Council of Yukon First Nations, the other half by Government. The majority of the members must be residents of the Yukon.

(g) Property Taxes

Unimproved Rural Settlement Land of the C/TFN will not be taxed. Unimproved Rural Settlement Land includes Settlement Land outside of the Community Boundaries of Carcross and Tagish that contains a cabin, tent frame, cache, fish rack or other similar improvements used primarily for trapping, non-commercial wildlife harvesting or other traditional purposes. The Self-Government Agreement sets out a process and timeline for the establishment of Community Boundaries for Carcross and Tagish within 180 days of the Agreements coming into legal effect.

If a Community Boundary is expanded to include a parcel of Unimproved Rural Settlement Land, the parcel will not be taxed until an agreement has been reached between the C/TFN and Government for services, such as water and sewage.

Fee Simple Settlement Land will be taxed like other fee simple private land. Carcross/Tagish People occupying a personal residence on Fee Simple Settlement Land can qualify for any homeowner's grant programs that may be available from time to time. These grants are provided to reduce the Property Tax payable.

When the C/TFN Final Agreement comes into legal effect, the C/TFN will not pay Property Tax on its parcels of Category A and B Settlement Land within the Community Boundaries of Carcross and Tagish unless such portions of the parcels are:

- reasonably associated with the construction or placement of an improvement; or
- reasonably associated with a commercial use.

Under the UFA, the federal government provides financial assistance to a Yukon First Nation with respect to the payment of any Property Tax on any Settlement Land that is subject to Property Tax. The assistance will be 100 percent in the first year following the date that the Yukon First Nation Final Agreement is brought into legal effect, decreasing by 10 percent per year.

The C/TFN cannot lose any of its parcels of Settlement Land if it fails to pay its Property Taxes. But, if Property Taxes remain unpaid for more than two years, the taxing authority may withdraw all services to the land until the taxes are paid. Six months from the date of the withdrawal of services, the taxing authority may file a claim against the assets of the C/TFN and its corporations if the Property Tax remains unpaid.

The C/TFN will not be liable for Property Taxes that are outstanding in relation to its Settlement Land on the date that the C/TFN Final Agreement comes into legal effect.

(h) Expropriation of Settlement Land

Expropriation refers to the power of Government to take private lands for development purposes. Where possible, Government undertakes to avoid the expropriation of Settlement Land.

Prior to any expropriation of Settlement Land, Government must negotiate with the C/TFN with respect to the location and extent of the affected Settlement Land and compensation for the expropriation. If there is no agreement about compensation, the Surface Rights Board has the power to determine the amount of compensation. Compensation may be in the form of money, land or a combination of them. If land is provided or ordered as compensation, it will be transferred to the C/TFN in fee simple title and be designated as Category A or B Settlement Land. The aboriginal title of such land would remain released.

When an expropriation is carried out under the National Energy Board Act (Canada), the power of the Surface Rights Board to determine compensation will be exercised by a body authorized under the National Energy Board Act. Any such body formed pursuant to the National Energy Board Act to determine compensation must include at least one person chosen by the affected Yukon First Nation. The National Energy Board Act establishes the National Energy Board to hear and determine matters, including compensation, related to energy projects, such as pipelines or international power lines.

If the C/TFN does not consent to the expropriation of its Settlement Land, public hearings will be held in respect of the location and extent of the land to be expropriated.

WATER

(a) Water Rights

Quantity, Quality and Rate of Flow

The C/TFN has the general right to have no change in the quality, quantity and rate of flow of Water which is on or flowing through or adjacent to its Settlement Land. Likewise, there is also a responsibility on the C/TFN not to change the quality, quantity or rate of flow of Water which is on, flowing through or adjacent to Settlement Land.

The Water Board may issue a Water licence which interferes with the C/TFN's right to no change in the quality, quantity and rate of flow of Water, if it is satisfied that there are no other reasonable alternatives and the C/TFN is given notice. In this case, the C/TFN would be entitled to compensation for any loss or damage to the C/TFN.

The C/TFN can also apply for compensation when a person does not have a Water licence but uses Water in a manner that interferes with the C/TFN's right to no change in the quality, quantity and rate of flow of Water. The Water Board will determine the amount and terms of compensation.

Traditional Uses

Carcross/Tagish People will have the right to use Water for a Traditional Use in the C/TFN Traditional Territory, subject to the laws which generally apply in respect of

Water. A Traditional Use is the use of Water for trapping, non-commercial harvesting, traditional heritage and cultural purposes.

Before a Water licence is issued that will affect Traditional Use within the C/TFN Traditional Territory, the Water Board must give notice to the C/TFN and must be satisfied that there is no alternative and there are no reasonable measures whereby interference with C/TFN's rights could be avoided.

If the terms of a Water licence are violated and the C/TFN suffers loss or damage relating to Traditional Use within the C/TFN Traditional Territory, the holder of the licence may be liable to pay compensation.

(b) Water Board

The Water Board will decide Water use issues, including compensation owed to the C/TFN and its citizens for losses or damages with respect to their Water rights.

The Council of Yukon First Nations nominates one-third of the members of the Water Board. The Minister appoints the chairperson and a vice-chairperson from among the members of the Board in Consultation with the Board.

(c) Management Powers of Government

Although the C/TFN will own the Bed of a lake, river or other waterbody located within the boundaries of a Parcel of Settlement Land, Government has the right to protect, manage and use Water and Beds of waterbodies throughout the Yukon.

(d) Water Rights of Third Parties on Settlement Land

The Water Board may issue Water licences to third parties who have a right or interest in Settlement Land and need to use Water when exercising that right or interest. The term of such a licence must not be beyond the term of their right or interest in Settlement Land.

The holders of Water licences on Settlement Land, which existed prior to the date that the C/TFN Final Agreement was brought into legal effect, will continue to have the same rights as they did before the lands became Settlement Land. However, after the C/TFN Final Agreement has been in effect for three years, the holder of such a Water licence may be required to compensate the C/TFN for the exercise of the licence.

Where a Water licence on Settlement Land, which existed prior to the effective date of the C/TFN Final Agreement, has a term of at least five years, the holder has a right to apply for a renewal or replacement of that licence. The C/TFN will have an opportunity to be heard by the Water Board before the licence is renewed or replaced.

The existing Water licence for the Whitehorse Rapids hydro-electric generation station is noted as an Encumbering Right on Settlement Land Parcels along the Yukon River and its headwater lakes.

HARVESTING

(a) Fish and Wildlife

Carcross/Tagish People have the right to harvest Fish and Wildlife for their food needs, in any numbers, at any time during all seasons of the year, within their Traditional Territory, on Settlement Land and vacant Crown Land. The harvesting rights of Carcross/Tagish People can be restricted only for Conservation, public health or public safety.

Carcross/Tagish People must obtain the consent of another Yukon First Nation in order to harvest Fish or Wildlife in that other First Nation's Traditional Territory or they may obtain a hunting or fishing licence and harvest in accordance with the laws of general application.

Each Yukon First Nation Final Agreement may set out "Total Allowable Harvests" for some Fish and Wildlife species. This would guarantee that, if harvesting limits are placed on those species for Conservation purposes, the Yukon First Nation will have a guaranteed share of that limit which it will be able to harvest.

Under the C/TFN Final Agreement, if a Total Allowable Harvest is established for moose in the C/TFN Traditional Territory, the Yukon will allocate either the first 5 moose of the Total Allowable Harvest to the C/TFN and a percentage that declines to 75 percent of the remaining Total Allowable Harvest, or the number of moose required to meet the subsistence needs of C/T people, whichever is less.

If a Total Allowable Harvest is established for woodland caribou in the C/TFN Traditional Territory, the Yukon will allocate either 75 percent of the Total Allowable Harvest to the C/TFN or the number of woodland caribou required to meet the subsistence needs of C/T people, whichever is less.

If the Yukon proposes that the number of moose or woodland caribou required to meet the Subsistence needs of Carcross/Tagish People is less than the portion of the Total Allowable Harvest allocated to the C/TFN under the C/TFN Final Agreement, the C/TFN and the Yukon will try to reach agreement. If the C/TFN and the Yukon cannot reach agreement, the matter may be referred to the dispute resolution process.

If the Harvest of other species is limited due to Conservation a Total Allowable Harvest shall be established for that species at that time.

The Yukon must ensure that the food Freshwater Fish needs of Carcross/Tagish People receive "primary consideration" in the allocation of Freshwater Fish. In addition, the Yukon must take into account the special importance to the C/TFN of certain water bodies in its Traditional Territory, including Snafu Lake, Tarfu Lake, Little Atlin Lake, Tagish Lake, Nares Lake and Bennett Lake.

The C/TFN and the Yukon will periodically review jointly the use of Freshwater Fish for food by the Carcross/Tagish People to determine whether harvest demand and allocation priorities are being met. If the review finds that the harvest demand for food Freshwater Fish by the Carcross/Tagish People and allocation priorities are not being met, the C/TFN and the Yukon will try to reach agreement on how to meet them. If they are unable to

reach agreement, either party may refer the matter to mediation and, if appropriate, the parties may agree subsequently to refer the matter to arbitration.

(b) Salmon

Since the Total Allowable Catch (the total number of a species of Salmon returning which are not deemed to be required for Conservation purposes) in the Yukon River Drainage Basin will be less than the basic needs allocation of the Yukon First Nations, the Total Allowable Catch will be distributed among the Yukon First Nations on a proportional basis reflecting their share of the total basic needs allocation for the entire drainage basin.

The Council of Yukon First Nations and the Minister having responsibility have agreed to jointly carry out a Yukon River Drainage Basin Salmon Study in order to determine for the C/TFN and other affected Yukon First Nations their arithmetic average of the actual annual harvest of all species of Salmon in the drainage basin. These figures are necessary to calculate the basic needs levels of the C/TFN and other affected Yukon First Nations.

Upon the ratification of the UFA, Government agreed to issue eight new commercial Salmon fishing licences to the C/TFN and the other Yukon First Nations whose Traditional Territories include part of the Yukon River drainage basin.

(c) Trapping

Under the C/TFN Final Agreement, up to 70 percent of the traplines in the Traditional Territory of the C/TFN may be designated as Category 1 Traplines. Registered trapline holders can consent in writing to have their trapline designated as a Category 1 Trapline. Category 2 Traplines are all those other traplines not designated as Category 1 Traplines. The C/TFN would be the final allocation authority for its Category 1 Traplines.

The Carcross/Tagish Renewable Resources Council will review the use of traplines and make recommendations to the Minister having responsibility and the C/TFN on the assignment and reassignment of all new, vacant and under-utilized traplines.

Since traplines may be affected by resource development activities such as mining or road construction, Government must establish a process for compensation of the registered holders of such traplines.

RESOURCE MANAGEMENT

(a) Wildlife

While the Yukon Fish and Wildlife Management Board is the main body of Fish and Wildlife management throughout the Yukon, a Renewable Resources Council is established in each Yukon First Nation's Traditional Territory as the main body for local renewable resources management. The Salmon Sub-Committee is the main body for Salmon management in the Yukon.

Although the Yukon Fish and Wildlife Management Board and Renewable Resources Councils have management responsibilities, the Yukon has the final authority for the management of Fish and Wildlife and their habitats.

Recommendations made to the Minister having responsibility by the Yukon Fish and Wildlife Management Board, Salmon Sub-Committee or Renewable Resources Councils may be accepted, varied, set aside or replaced by the Minister having responsibility. If the Minister having responsibility intends to vary or set aside a recommendation, he must provide the body with written reasons for doing so. The body must be allowed to reconsider its initial recommendation and to submit a final recommendation.

The C/TFN will have the power to manage local populations of Fish and Wildlife on Settlement Land, to the extent that coordination with other Fish and Wildlife management programs is not considered necessary by the Yukon Fish and Wildlife Management Board. The C/TFN will also have the power to enact certain laws with respect to fish, wildlife and habitat on Settlement Land under its Self-Government Agreement.

Yukon Fish and Wildlife Management Board

The Yukon Fish and Wildlife Management Board has twelve members appointed for terms of five years by the Minister having responsibility. The Yukon First Nations nominate six members and Government nominates the other six. The Yukon Fish and Wildlife Management Board appoints a chairperson from among its members.

The Yukon Fish and Wildlife Management Board may make recommendations to the Minister having responsibility, Yukon First Nations and Renewable Resources Councils on all matters related to Fish and Wildlife management, laws, research, policies and programs.

The members of the Yukon Fish and Wildlife Management Board are also trustees for the Yukon Fish and Wildlife Enhancement Trust. The amount of monies contributed by the parties to the Trust is approximately \$3 million. The members are responsible for ensuring that the monies of the Trust are allocated to restore, enhance and protect Fish and Wildlife populations and their habitat.

Salmon Sub-Committee

The Salmon Sub-Committee, a sub-committee of the Yukon Fish and Wildlife Management Board, has been established to be the main body for Salmon management in the Yukon.

The Salmon Sub-Committee is comprised of two members nominated by the Minister having responsibility and two members assigned from the membership of the Yukon Fish and Wildlife Management Board, including a member nominated by the Yukon First Nations. The affected Yukon First Nations, including the C/TFN, nominate two additional members to represent their interests when the committee deals with matters affecting Salmon in the Yukon River drainage basin.

The Salmon Sub-Committee may make recommendations to the Minister having responsibility and Yukon First Nations on all matters related to Salmon, their habitat and management, including laws, research, policies and programs.

Where any Yukon River panel is established in relation to the Canada-United States Pacific Salmon Treaty, the members of the Salmon Sub-Committee will form the majority of the Canadian representatives.

Carcross/Tagish Renewable Resources Council

Under the C/TFN Final Agreement, the Carcross/Tagish Renewable Resources Council will be established as the primary body for the management of local renewable resources for the Traditional Territory of the C/TFN.

Three members will be nominated to the Carcross/Tagish Renewable Resources Council by the C/TFN and the other three by Government for three-year terms. Both the C/TFN and Government may also nominate one additional member as an alternate member to the Council who may participate in the work of the Council and receive remuneration and travel expenses. An alternate member may only vote in the absence of a member nominated by the party that nominated him or her.

The C/TFN and Government will try to reach agreement with respect to the nominees. All nominees to the Carcross/Tagish Renewable Resources Council must have resided in the Traditional Territory of the C/TFN for at least one year immediately prior to their appointment and have a long term familiarity with renewable resources in the Traditional Territory of the C/TFN.

The Carcross/Tagish Renewable Resources Council may make recommendations to the Minister, C/TFN, Yukon Fish and Wildlife Management Board and Salmon Sub-Committee on any matter related to Conservation of Fish and Wildlife. Among other matters, the Council may make recommendations to the Minister having responsibility and C/TFN with respect to Forest Resources Management within the C/TFN Traditional Territory.

The Carcross/Tagish Renewable Resources Council may jointly develop a recommendation or reach a decision with other Renewable Resources Councils, including the Teslin Renewable Resources Council.

Southern Lakes Wildlife Coordinating Committee

A Southern Lakes Wildlife Coordinating Committee will be established as soon as practicable after the date that the C/TFN Final Agreement is brought into legal effect. The mandate of the Coordinating Committee will expire three years from its establishment unless otherwise agreed by the Yukon, Canada, C/TFN and KDFN provided that each of these two First Nations has designated a member to the Committee.

The Committee may make recommendations to the C/TFN, KDFN, TKC, TTC, CAFN, Taku River Tlingit Council, Yukon, British Columbia and Canada on any matters related to caribou, moose, sheep and other Wildlife populations and their Habitats in the

Southern Lakes Area. In particular, the Committee will endeavour to complete a Regional Wildlife Assessment within 24 months of its establishment.

The Committee will be comprised of at least three members and no more than nine members. The C/TFN may designate one member.

Southern Lakes Caribou Herd Conservation Measures

The C/TFN and the Yukon agree to promote the recovery of the Herd and the protection of its habitat for the benefit of Carcross/Tagish People and other Yukon residents. In particular, they will coordinate their respective land and resource management activities in a manner that identifies and protects critical habitat of the Herd. They will also make best efforts to encourage British Columbia to adopt similar measures for the Herd within its range located in British Columbia.

The Yukon agrees to adopt Conservation measures, including a restriction on Harvesting of the Herd by the public until, in Consultation with the C/TFN, it is determined that the Subsistence needs of the Carcross/Tagish People may be met. The C/TFN agrees to endeavour to voluntarily restrict Harvesting of the Herd of Carcross/Tagish People until it determines that the Herd can sustain Harvesting.

(b) Forestry

Ownership and Rights

The C/TFN will own, manage, allocate and protect the Forest Resources on its Settlement Land.

Carcross/Tagish People will have the right to harvest Forest Resources on Crown Land within the C/TFN Traditional Territory related to traditional pursuits (such as hunting, fishing, trapping and gathering), traditional customs and personal, non-commercial medicinal needs. In addition, the C/TFN will have the right to harvest Trees on Crown Land for non-commercial community purposes to a maximum of 500 cubic metres of wood per year without any fee.

The harvesting rights of the C/TFN for Forest Resources do not apply to Crown Land where public access to the Crown Land is limited or not allowed and where the exercise of those rights conflict with the carrying out of an activity authorized by Government.

Management Plans

The C/TFN may develop Forest Resources Management plans on Settlement Land and the Minister having responsibility may prepare a management plan for Forest Resources Management on Non-Settlement Land. The Minister having responsibility, in Consultation with the C/TFN and the Carcross/Tagish Renewable Resources Council, will determine the timing for the development of such Forest Resources Management plans for the C/TFN Traditional Territory.

Forest Fires

Government will continue to fight forest fires on Settlement Land for a period of five years after the effective date of the C/TFN Final Agreement. Government will Consult with the C/TFN on general priorities for fighting forest fires on Settlement Land and on adjacent Non-Settlement Land.

The C/TFN and Government will commence discussions to confirm responsibilities and structures for fighting forest fires on Settlement Land for the period following five years after the C/TFN Final Agreement is brought into legal effect, unless the parties make an agreement that addresses forest fire management on C/TFN Settlement Land.

Control of Pests and Diseases

If the C/TFN uses chemicals for the control of pests or diseases on Settlement Land, the C/TFN will Consult with the Minister having responsibility before applying the chemicals. Likewise, the Minister having responsibility will Consult with the C/TFN before applying chemicals on Crown Land within the C/TFN Traditional Territory.

(c) Heritage

Heritage Resources

Since the Heritage Resources of Yukon First Nations are underdeveloped compared to other Heritage Resources, the Heritage Resources of Yukon First Nations will be given priority in the allocation of program resources of Government. This priority will be maintained until a fair distribution of program resources between Yukon First Nation and other Heritage Resources has been achieved.

Government will assist the C/TFN to develop programs, staff and facilities to repatriate or bring back any Heritage Resources of the C/TFN that have been removed from their possession.

The C/TFN and Government will Consult each other in the development of a permit system for research at any site located in the C/TFN Traditional Territory that may contain Moveable Heritage Resources. Moveable Heritage Resources refers to moveable objects such as stone tools.

The C/TFN Final Agreement sets out procedures to deal with the accidental discovery of Heritage Resources on Settlement Land.

Ownership of Heritage Resources

The C/TFN will own and manage Moveable and non-Moveable Heritage Resources and Non-Public Records found on its Settlement Land. Non-Moveable Heritage Resources refers to structures and objects that cannot be moved, such as petroglyphs, cabins and sheep blinds.

Any Moveable and Documentary Heritage Resources found within the C/TFN Traditional Territory, which are directly related to the culture and history of Yukon First

Nations and which are not Public Records or privately owned, will be owned and managed by the C/TFN. Documentary Heritage Resources refers to records of heritage significance, such as letters, books, maps, photographs and sound recordings.

Moveable and Documentary Heritage Resources, which do not relate to the culture and history of Yukon First Nations and which are found on Non-Settlement Land, will be owned by Government. The Yukon Heritage Resources Board will determine whether a Heritage Resource is directly related to the history and culture of Yukon First Nations. If the Board is unable to reach an agreement, then the dispute resolution process will be used.

Public Records will remain under the control and management of Government wherever they are found.

Yukon Heritage Resources Board

The Yukon Heritage Resources Board is comprised of ten members. The Council of Yukon First Nations nominates half of the members. The Board operates in the public interest.

The Board makes recommendations to the Minister having responsibility and Yukon First Nations with respect to the management of Moveable Heritage Resources and Heritage Sites.

Heritage Trails

The C/TFN has identified certain heritage routes located within its Traditional Territory under its Final Agreement to ensure that land use planning and environmental assessment processes take into account the cultural and heritage significance of these routes.

The C/TFN Elders Council has also identified a number of trails that are important to the C/TFN. A map of these trails is also included in the C/TFN Final Agreement but it is not a part of the agreement.

Heritage Sites

The C/TFN Final Agreement sets out provisions for the management of any Heritage Sites directly related to the culture and heritage of Carcross/Tagish People that may be established in the C/TFN Traditional Territory.

The C/TFN has identified 16 heritage sites located within its Traditional Territory under its Final Agreement to ensure that land use planning and environmental assessment processes take into account the cultural and heritage significance of these sites. Please review the attached maps.

The C/TFN Final Agreement will also establish two historic sites as soon as practicable after the date that the Final Agreement is brought into legal effect: the Tagish North West Mounted Police Historic Site and Conrad Historic Site. The designation as a historic site will not be removed from any part of the Tagish North West Mounted Police Historic Site or Conrad Historic Site without the agreement of the C/TFN. Please review the

boundaries of the Tagish North West Mounted Police Historic Site and Conrad Historic Site as set out on the attached map.

The C/TFN and the Yukon will own, as tenants in common, both the Tagish North West Mounted Police Historic Site and Conrad Historic Site. This means that the Tagish North West Mounted Police Historic Site and Conrad Historic Site will not be located on C/TFN Settlement Land but the C/TFN will be a co-owner of both historic sites. Neither the C/TFN nor the Yukon may transfer, assign, lease or sell its interest in the Tagish North West Mounted Police Historic Site or Conrad Historic Site without the written consent of the other.

Prior to the approval of the management plans, the C/TFN and the Yukon will manage the Tagish North West Mounted Police Historic Site and Conrad Historic Site in accordance with the Historic Resources Act (Yukon) and consistent with the objectives of the Final Agreement. Mineral or oil and gas activity will be prohibited within both historic sites.

Steering committees will be established to recommend a management plan for each of the Tagish North West Mounted Police Historic Site and Conrad Historic Site. The C/TFN will designate three of the six members of each of the committees. The committees will make best efforts to recommend the management plan within five years of the date that the Final Agreement is brought into legal effect. If the members of a committee cannot reach agreement, any member may, upon the direction from the party that designated him or her, refer the matter to the dispute resolution process.

The C/TFN and the Yukon will jointly review the proposed management plans and make reasonable attempts to reach agreement on whether to accept, vary or set aside the provisions of the management plans. If they cannot reach agreement, either party may refer the matter to mediation and, if mediation does not resolve the matter, the matter may be referred to arbitration by either party.

The C/TFN and the Yukon will jointly review the management plans periodically.

The Carcross/Tagish People will have the same right to harvest Fish and Wildlife within the Tagish North West Mounted Police Historic Site and Conrad Historic Site as they do on Crown Land within their Traditional Territory in accordance with the C/TFN Final Agreement.

Yukon First Nation Burial Sites

The C/TFN and Government will establish ways to manage and protect Yukon First Nation Burial Sites so that these sites are treated with respect and dignity. Access to Yukon First Nation Burial Sites will be restricted.

Where a Yukon First Nation Burial Site is located on Non-Settlement Land, the C/TFN and Government will have to agree on any management plan for that site.

Yukon Geographical Place Names Board

The Yukon Geographical Place Names Board is comprised of six members. The Council of Yukon First Nations nominates three members and the others are nominated by Government. The Board is involved in the naming and renaming of places or features in the Yukon.

The C/TFN may name or rename places or geographic features on its Settlement Land and those names will be deemed to be approved by the Board.

(d) Development Assessment Process (“DAP”)

Under the DAP, which is now known as the Yukon Environmental and Socio-Economic Assessment Act (the “YESAA”), assessment bodies will review proposed Projects, such as mining, logging, hydro-electric and road construction, and make recommendations to Government and Yukon First Nations as to whether such Projects should proceed, with or without specific terms and conditions, or not be allowed to proceed.

The YESAA will ensure that the impacts of such Projects to the land, air, water, people or wildlife are minimized. Under the YESAA, traditional knowledge of Yukon First Nations must be considered in the assessment process.

In May 2003, Parliament passed the YESAA as federal legislation which will be brought into full legal effect in November 2004. A period of transition is necessary to prepare for its implementation. Prior to the full implementation of the YESAA, Government and the Council of Yukon First Nations will make best efforts to develop interim measures for assessing Projects which are consistent with the spirit of the UFA and within the existing framework of law.

Assessment Bodies

The DAP will be comprised of three bodies: Designated Offices, the Yukon Environmental and Socio-Economic Assessment Board (the “Board”) and review panels.

(i) Designated Offices

There will be six Designated Offices located in the Yukon. Each Designated Office will have the responsibility to screen and review certain projects within its region. Following its screening or review of a Project, the Designated Office will recommend to the Decision Bodies that the Project be allowed to proceed, with or without specific terms and conditions or not be allowed to proceed. A Designated Office may also refer a Project to the Board for review.

(ii) Board

The Board will be a central body comprised of an Executive Committee and four members. The Executive Committee will consist of three persons, one nominee of the Council of Yukon First Nations, one nominee of Government and a chairperson. The Council of Yukon First Nations nominates half of the other members.

The Executive Committee of the Board will screen certain projects. At the conclusion of its screening of a Project, the Executive Committee will require a review of the Project by a review panel or recommend to the Decision Bodies that the Project be allowed to proceed, with or without specific terms and conditions or not be allowed to proceed.

(iii) **Review Panel**

When the Executive Committee decides that a panel will review a Project, it must determine the location of the significant effects of the Project. If the effects of the Project are primarily on Settlement Land, two-thirds of the panel members will be the Board members nominated by the Council of Yukon First Nations and one-third of the panel members will be nominated by Government. There will be equal representation where the effects of a Project are on both Settlement and Non-Settlement Land.

The review panel will conduct a public review of the Project and make a written recommendation to the Decision Bodies that the Project be allowed to proceed, with or without specific terms and conditions, or not be allowed to proceed.

Decision Bodies

A Decision Body may be a Yukon First Nation or Government, or both, depending on the location of the Project. If a Project is located wholly or partially on Settlement Land, the affected Yukon First Nation would be the Decision Body. If the Project involves mining on Category B or Fee Simple Settlement Land or requires an approval or authorization from Government, Government would also be a Decision Body. Where Decision Documents are required from both the affected Yukon First Nation and Government, they will Consult each other prior issuing the Decision Documents.

Following its consideration of a recommendation made by a Designated Office, the Board or review panel with respect to a Project, the Decision Body may accept, reject or vary the recommendations. The Decision Body may refer the recommendations back to the Board or review panel for further consideration. If the Decision Body rejects or varies the recommendations of the Board or review panel, it must make written reasons available to the public. Lastly, it would issue a Decision Document setting out the terms and conditions for a Project to proceed.

Land Use Planning

When a review panel is reviewing a Project and a Regional Land Use Planning Commission has determined that the Project does not conform to the approved regional land use plan, the panel must make recommendations to the Decision Body that conform to the regional land use plan as much as possible.

(e) **Land Use Planning**

The land use planning process will apply to both Settlement and Non-Settlement Land throughout the Yukon in order to avoid land use conflicts. It will not apply to land subject to subdivision planning or local area planning outside of a Community Boundary or lands within Community Boundaries of Carcross and Tagish, when those Community

Boundaries are established, nor where there are Area Development Plans, such as Mount Lorne Hamlet.

During the negotiation of the C/TFN Final Agreement, the parties agreed that the C/TFN may participate in the Teslin Land Use Planning Commission that had been commenced pursuant to the TTC Final Agreement in advance of the C/TFN Final Agreement coming into legal effect.

Yukon Land Use Planning Council

The Yukon Land Use Planning Council is comprised of three persons, one nominated by the Council of Yukon First Nations and two nominated by Government. The Council makes recommendations to Government and Yukon First Nations on matters related to land use planning, including identification of planning regions and priorities for regional land use plans.

Regional Land Use Planning Commissions

One or more Yukon First Nations and Government may agree to establish a Regional Land Use Planning Commission to develop a regional land use plan. A Regional Land Use Planning Commission established for the C/TFN Traditional Territory will be comprised of at least one-third representation of nominees of the C/TFN and any other affected Yukon First Nation.

A Regional Land Use Planning Commission will forward its regional land use plan to the affected Yukon First Nations and Government. The regional land use plans will include recommendations on how to use the land, water and other renewable and non-renewable resources in the planning region. Each affected Yukon First Nation will decide whether to approve, reject or change the recommended regional land use plan as it applies to its Settlement Land.

Sub-Regional and District Land Use Plans

A Yukon First Nation and Government may agree to develop a sub-regional or district land use plan jointly. In addition, a Yukon First Nation may develop a sub-regional or district land use plan for its Settlement Land.

If there is an approved regional land use plan, any sub-regional and district land use plan must conform to it. If it does not conform, the approved regional land use plan will prevail over the sub-regional or district land use plan.

(f) Quarries

A Quarry is a pit or other place made to remove non-renewable Construction Materials, such as rock, gravel or sand.

Under the UFA, Government must try to locate Quarries on Non-Settlement Land and relocate existing Quarries on Settlement Land to Non-Settlement Land where it is reasonable and practical. Although the parties made efforts to exclude Quarries from Settlement Land, three Quarries are located on C/TFN Settlement Land. Government

may take Construction Materials from these Quarries without compensating the C/TFN. But Government must use such a Quarry in accordance with accepted land use standards and minimize interference with other users of Settlement Land. Also, if required by the C/TFN, Government must restore the Quarry when it is finished using it.

If Government needs a Quarry in the future and there is no alternate site available on Non-Settlement Land, the C/TFN will allow Government to establish and use a Quarry on Settlement Land under terms and conditions as they may agree. The terms and conditions may include compensation to the C/TFN for the Construction Materials taken. If the C/TFN and Government cannot reach an agreement, either party may refer the dispute to the Surface Rights Board for resolution.

(g) Special Management Areas

Special Management Areas refer to areas established to maintain important features of the Yukon's natural or cultural environment. For example, Special Management Areas may include habitat protection areas, national wildlife areas, national parks, and migratory bird sanctuaries.

The C/TFN Final Agreement establishes four Special Management Areas in the Traditional Territory of the C/TFN. The C/TFN has a role in the development of the management plans for each of the four Special Management Areas and Carcross/Tagish People have certain rights within those Special Management Areas. Please review the maps that set out the boundaries of the four Special Management Areas established under the C/TFN Final Agreement.

(i) Kusawa Park

The Kusawa Park will be established as a natural environment park as soon as practicable following the earlier of the effective date of the KDFN Final Agreement or C/TFN Final Agreement. The designation as a natural environment park will not be removed from any part of the Park without the agreement of the C/TFN. The Kusawa Park has an approximate size of 3,078 square kilometres (1188.4 square miles).

While the Park will not include any parcels of C/TFN Settlement Land, the C/TFN agrees to manage its parcels of Settlement Land located within the Park in a manner consistent with the objectives of the Final Agreement related to the Park. The C/TFN also agrees to manage portions of the Chilkat Trail which lie within four parcels of Settlement Land located next to the Park in a manner consistent with the Approved Management Plan for the Park.

Until a management plan is approved, the Kusawa Park will be managed in accordance with the Parks and Land Certainty Act (Yukon) and consistent with the objectives of the Final Agreement related to the Park. In particular, mining or oil and gas activities will not be allowed within the Park until the management plan is approved. Among other matters, the management plan may address whether or not mining or oil and gas activities should be allowed within the Park.

A steering committee will be established to recommend a management plan within 24 months after the date that the Final Agreement is brought into legal effect. The C/TFN,

KDFN and CAFN will each be invited to designate a member to the committee. The committee will endeavour to recommend the management plan within 24 months of its establishment.

The steering committee must include a process for public consultation in the development of the management plan. The committee shall also refer the management plan to the affected Renewable Resources Councils for their review and recommendations.

The Yukon will request the participation of the C/TFN, KDFN and CAFN to jointly review the management plan recommended by the steering committee. If any First Nation declines to participate in the review, the review may proceed without their participation. If the parties participating in the review cannot reach agreement, the matter may be referred to mediation under the dispute resolution process. Unless it is agreed that an arbitrator will make a decision, the Yukon may make a final decision with respect to the recommended management plan.

The Yukon will request that the C/TFN, KDFN and CAFN participate in joint periodic reviews of the management plan. Again, if a party declines to participate in the review, the review may proceed without their participation. The parties participating in the review will make reasonable efforts to reach agreement as to any action to be taken as a result of the joint review, including any amendments to the management plan.

The Carcross/Tagish People will have the right to harvest Fish and Wildlife and harvest Forest Resources in accordance with the C/TFN Final Agreement within the Park.

Subject to existing commercial operations and recreational use, the C/TFN will have the exclusive opportunity to carry on commercial wilderness adventure travel operations on the Chilkat Trail located within the Park in accordance with the management plan.

The First Nation languages will be included, where practical, in any interpretative displays and signs that may be erected in the Park. The C/TFN will be Consulted in relation to the naming or renaming of places or features in the Park.

The Yukon will provide written notice to the C/TFN, KDFN and CAFN of any public or invitational contracts related to the establishment of the Park, the construction of its facilities or the operation and maintenance of the Park. The C/TFN, KDFN and CAFN will also have the first opportunity to accept other contracts offered by the Yukon with respect to the Park.

(ii) Lewes Marsh Habitat Protection Area

The Lewes Marsh Protection Area will be established as a Habitat Protection Area as soon as practicable following the date that the C/TFN Final Agreement is brought into legal effect. The designation as a protected habitat area will not be removed from any part of the Habitat Protection Area without the agreement of the C/TFN. The Habitat Protection Area will not include any parcels of C/TFN Settlement Land. Neither mining nor oil and gas activity will be allowed within the Habitat Protection Area.

A steering committee will be established to recommend a management plan consistent with the objectives of the C/TFN Final Agreement related to the Habitat Protection Area

as soon as practicable after the date that the Final Agreement is brought into legal effect. The C/TFN, KDFN and TKC will each be invited to designate a member to the committee whose members will be half of the membership of the committee. However, if only one First Nation designates a member, the committee will be comprised of three members of whom one will be designated by each of the Yukon First Nation, the Yukon and Canada. The committee will endeavour to recommend the management plan within 24 months of its establishment.

The steering committee must include a process for public consultation in the development of the management plan. The committee may also refer the management plan to the affected Renewable Resources Councils for their review and recommendations.

The Yukon will request that the C/TFN, KDFN, TKC and Canada participate in a joint review of the management plan recommended by the steering committee. If a party declines to participate in the review, the review may proceed without its participation. If the parties participating in the review cannot reach agreement, the matter may be referred to mediation under the dispute resolution process. Unless it is agreed that an arbitrator will make a decision, the Yukon may make a final decision with respect to the recommended management plan.

The Yukon will request that C/TFN, KDFN, TKC and Canada participate in joint periodic reviews of the management plan. If a party declines to participate in the review, the review may proceed without its participation. The parties participating in the review will make reasonable efforts to reach agreement as to any action to be taken as a result of the joint review, including any amendments to the management plan.

The Carcross/Tagish People will have the right to harvest Fish and Wildlife and harvest Forest Resources in accordance with the C/TFN Final Agreement within the Habitat Protection Area.

The Tlingit and Tagish languages will be included in any interpretative displays and signs that may be erected in the Habitat Protection Area. The C/TFN will be Consulted in relation to the naming or renaming of places or features in the Habitat Protection Area.

The establishment of the Lewes Marsh Habitat Protection Area will not affect the rights, privileges and obligations of the Yukon Energy Corporation with respect to the storage, use and management of water within the Habitat Protection Area for hydro-electric production under law and its licences and authorizations.

(iii) Tagish River Habitat Protection Area

The Tagish River Habitat Protection Area will be established as a Habitat Protection Area as soon as practicable following the date that the C/TFN Final Agreement is brought into legal effect. The designation as a protected habitat area will not be removed from any part of the Habitat Protection Area without the agreement of the C/TFN. The Habitat Protection Area will not include any parcels of C/TFN Settlement Land. Neither mining nor oil and gas activity will be allowed within the Habitat Protection Area.

A steering committee will be established to recommend a management plan to the C/TFN, The Yukon and Canada that is consistent with the objectives of the C/TFN Final

Agreement related to the Habitat Protection Area as soon as practicable after the date that the Final Agreement is brought into legal effect. The C/TFN will appoint three of the six members of the committee. The committee will endeavour to recommend the management plan within 24 months of its establishment.

The steering committee must include a process for public consultation in the development of the management plan. The committee may also refer the management plan to the Carcross/Tagish Renewable Resources Council for its review and recommendations.

The C/TFN, the Yukon and Canada will participate in a joint review of the management recommended by the steering committee. If the parties cannot reach agreement as to the provisions of the management plan, the matter may be referred to mediation under the dispute resolution process. Unless it is agreed that an arbitrator will make a decision, the Yukon may make a final decision with respect to the recommended management plan.

The C/TFN, the Yukon and Canada will participate in joint periodic reviews of the management plan and make reasonable efforts to reach agreement as to any action to be taken as a result of the joint review, including any amendments to the management plan.

The Carcross/Tagish People will have the right to harvest Fish and Wildlife and harvest Forest Resources in accordance with the C/TFN Final Agreement within the Habitat Protection Area.

The Tlingit and Tagish languages will be included in any interpretative displays and signs that may be erected in the Habitat Protection Area. The C/TFN will be Consulted in relation to the naming or renaming of places or features in the Habitat Protection Area.

The establishment of the Tagish River Habitat Protection Area will not affect the rights, privileges and obligations of the Yukon Energy Corporation with respect to the storage, use and management of water within the Habitat Protection Area for hydro-electric production under law and its licences and authorizations.

(iv) Agay Mene Natural Environment Park

The Agay Mene Natural Environment Park will be established as a natural environment park as soon as practicable following the date that the C/TFN Final Agreement is brought into legal effect. The designation as a natural environment park will not be removed from any part of the Park without the agreement of the C/TFN. The Natural Environment Park has an approximate size of 723 square kilometres (279.2 square miles).

While the Natural Environment Park will not include any parcels of C/TFN Settlement Land, the C/TFN agrees to manage its parcels of Settlement Lands located within the Park in a manner consistent with the objectives of the Final Agreement related to the Park.

Until a management plan is approved, the Natural Environment Park will be managed in accordance with the Parks and Land Certainty Act (Yukon) and consistent with the objectives of the Final Agreement related to the Park. In particular, the Yukon will manage mining within the Natural Environment Park in accordance with Laws of General

Application while taking into account the objectives of the Final Agreement to the extent practicable.

A steering committee will be established within 24 months after the date that the Final Agreement is brought into legal effect to recommend a management plan for the Natural Environment Park. The membership of the steering committee will be comprised of four members and the C/TFN and TTC will each designate one member to the committee. The committee will endeavour to recommend the management plan within 36 months of the date that the Final Agreement is brought into legal effect. Among other matters, the management plan may address whether mining and oil and gas activities should be allowed within the Natural Environment Park.

The Yukon and the C/TFN and TTC, if it designated a member to the steering committee, will participate in a joint review of the management plan recommended by the steering committee. If they cannot reach agreement, the matter may be referred to mediation under the dispute resolution process. Unless it is agreed that an arbitrator will make a decision, the Yukon may make a final decision with respect to the recommended management plan.

The Yukon will request the C/TFN and TTC to participate in joint periodic reviews of the management plan. The parties to the review will make reasonable efforts to reach agreement as to any action to be taken as a result of the joint review, including any amendments to the management plan. If the parties are unable to reach agreement, any party may refer the matter to mediation under the dispute resolution process. Unless it is agreed that an arbitrator will make a decision, the Yukon may make a final decision with respect to the recommended management plan.

The Carcross/Tagish People have the right to harvest Fish and Wildlife and harvest Forest Resources in accordance with the C/TFN Final Agreement within the Natural Environment Park.

For a period of ten years following the date that the C/TFN Final Agreement is brought into legal effect, the Yukon may continue to issue permits for commercial harvest of fuel wood within the area of the Natural Environment Park identified on the attached map.

The Yukon may continue to use existing Quarries within the Natural Environment Park and may identify new Quarries for public purposes in Consultation with the C/TFN and use those Quarries in accordance with the Final Agreement.

If the Yukon decides to connect its electrical power grid to Atlin, British Columbia, it will attempt to locate and establish a power line easement outside of the Natural Environment Park. If necessary due to economic, engineering or other reasons, the Yukon must Consult before it grants an easement of up to 65 metres (213 feet) in width for power lines within the Park.

The Tlingit and Tagish languages will be included in any interpretative displays and signs that may be erected in the Natural Environment Park. The C/TFN will be Consulted in relation to the naming or renaming of places or features in the Park.

Establishment of future Special Management Areas

A Special Management Area may be established in the C/TFN Traditional Territory following the effective date of the C/TFN Final Agreement. But such a Special Management Area cannot include any C/TFN Settlement Land without the consent of the C/TFN.

Any proposal to establish such a Special Management Area must be referred to the Carcross/Tagish Renewable Resources Council for its review. If the Special Management Area is related to heritage matters, Government must also refer the proposal to the Yukon Heritage Resources Board.

If a proposed Special Management Area may adversely affect the rights of the C/TFN under its Final Agreement, the C/TFN and Government must negotiate an agreement that will reduce such affects. If the C/TFN and Government do not agree whether a Special Management Area proposed to be established in the C/TFN Traditional Territory will adversely affect the rights of the C/TFN, either party may refer the matter to mediation under the dispute resolution process.

In particular, the agreement will establish any rights and benefits of the C/TFN in the establishment, use, planning, management and administration of the proposed Special Management Area. If the C/TFN and Government cannot reach an agreement, it may be referred to the dispute resolution process. If mediation does not result in an agreement, Government may establish the Special Management Area. In any event, the Carcross/Tagish People will be able to access such a Special Management Area for Harvesting Fish and Wildlife and such rights may be restricted only for purposes of Conservation, public health or public safety.

Unless Government agrees otherwise, it will be the management authority for future Special Management Areas on Non-Settlement Land. Government will prepare a management plan for each Special Management Area that is established after the effective date of C/TFN Final Agreement.

FINANCIAL

(a) Financial Compensation

The financial compensation amount, which will be paid to the C/TFN by Canada over a period of fifteen years less the loan amounts, will be approximately \$23.74 million. No tax payable will be payable in relation to the financial compensation payments to the C/TFN.

The total loan amount of the C/TFN is approximately \$14.01 million. The loan amount is comprised of the C/TFN's share of the claim loans made to the Council for Yukon Indians and loans made directly to the C/TFN. The total loan amount also includes funds that were advanced to the Yukon First Nations as elders' payments.

(b) Collateral Agreement related to the indexation of the financial compensation

In addition to the financial compensation payable under the C/TFN Final Agreement, Canada has agreed in a separate or collateral agreement to pay approximately \$5.28

million to the C/TFN as soon as practicable after the C/TFN Final Agreement is brought into legal effect. This will provide the C/TFN with the same amount it would have received if the indexation of the financial compensation provided for in the C/TFN Final Agreement was extended from February 14, 1997, to March 31, 2002.

There will be no tax payable on this additional amount.

(d) Economic Development Strategic Investment Fund (the “Fund”)

Under the C/TFN Final Agreement, the Fund was established in the approximate amount of \$5.596 million. The C/TFN will be able to use the monies of the Fund for purposes related to economic development of the C/TFN and its citizens and training and education of C/TFN citizens. The Fund may also be used for its administration, including the audits and reports.

(e) Section 87 payment

Section 87 of the Indian Act provides a tax exemption for status Indians. It provides that status Indians are not required to pay tax on income that has a sufficient connection to a reserve. When the C/TFN Final Agreement is brought into legal effect, section 87 will cease to apply to the C/TFN and Carcross/Tagish People who live in the Yukon. In return, Canada will pay approximately \$2.888 million to the C/TFN comprising one payment of approximately \$2.284 million to the C/TFN as soon as practicable after the C/TFN Final Agreement is brought into legal effect and three annual payments of approximately \$148,600 each to the C/TFN.

(f) Resource Royalty Sharing

Since Canada has transferred the administration and management of resources in the Yukon Territory to the Yukon, the Yukon First Nations will receive a share of the Crown Royalties generated on Non-Settlement Land and Category B and Fee Simple Settlement Lands related to mining and oil and gas activities.

The Yukon First Nations will receive annually 50 percent of the first \$2 million that the Yukon collects and 10 percent of any amount collected thereafter which exceeds the amount of the Yukon First Nation Royalty (that is, the royalties calculated to have been generated on Category A Settlement Land for each year).

The Crown Royalties payable to the Yukon First Nations by the Yukon will be allocated amongst them on the same basis that the financial compensation was allocated among the Yukon First Nations.

It should be noted that the C/TFN’s share of gas royalties in relation to the Kotaneelee area of the southeast Yukon totals \$349,000 and it is held in trust by the Yukon until the C/TFN Final Agreement is brought into legal effect.

(g) Economic Development

The Yukon First Nations and Government will carry out a full and complete review of the effectiveness of “Chapter 22 – Economic Development Measures” in 2010. Unless

the Council of Yukon First Nations, Canada and the Yukon agree that the objectives of that chapter have been met, the obligations of Government under that chapter will continue. As noted below, some of the specific provisions of “Chapter 22 – Economic Development Measures” will expire on specified dates.

Agreements

After the effective date of the C/TFN Final Agreement, the C/TFN and Government will develop a plan for Carcross/Tagish People to take advantage of economic development opportunities arising from the Final Agreement.

Government may enter into economic development agreements with the C/TFN. Upon the request of the C/TFN, the C/TFN and Government will jointly undertake the preparation of a regional economic development plan for the C/TFN Traditional Territory.

Public Corporations and Boards

Under the UFA the Yukon agrees to and has appointed Yukon Indian People to the Board of Directors of the Yukon Development Corporation and Yukon Energy Corporation. The Yukon also makes efforts to ensure that at least one-quarter of the members of the Yukon Council on the Economy and Environment are Yukon Indian People. Similar, at least one-quarter of the delegates at the annual review of the Yukon Economic Strategy should be Yukon Indian People.

The Yukon First Nations may participate in joint ventures and partnerships with the Yukon Development Corporation for economic opportunities.

Project Agreements

Where there is a Project on Non-Settlement Land, including mining and oil and gas projects on Category B Settlement Land, that will create at least 25 full-time jobs or full-time equivalent jobs in the C/TFN Traditional Territory in one year, the Yukon will require that the Proponent of the Project negotiate a Project Agreement with the C/TFN. The Project Agreement may include employment, business and investment opportunities for the C/TFN.

If the C/TFN and Proponent cannot conclude a Project Agreement, the Yukon may make the final decision about the provisions to be included in the Project Agreement.

Similarly if there is a Project on Settlement Land that creates at least 25 full-time jobs or full-time equivalent jobs, the C/TFN, Proponent and the Yukon will negotiate employment, business, investment and other opportunities for other residents of the C/TFN Traditional Territory.

If the C/TFN, Proponent and the Yukon cannot conclude a Project Agreement in relation to C/TFN Settlement Land, the C/TFN may make the final decision about the provisions to be included in the Project Agreement respecting benefits for other residents.

The obligations under these provisions will expire 20 years after the date that the C/TFN Final Agreement is brought into legal effect.

Asset Construction Agreement

If the Yukon intends to construct an asset, such as a building or other facility, that costs at least \$2 million (1998) in the C/TFN Traditional Territory, the C/TFN and the Yukon must negotiate an asset construction agreement. If no agreement can be reached, the Yukon will make the final decision about the provisions to be included in the asset construction agreement.

Likewise, if the C/TFN constructs an asset in the C/TFN Traditional Territory, there is a requirement to negotiate an asset construction agreement that provides benefits to other residents of the C/TFN Traditional Territory. If the C/TFN and the Yukon cannot reach agreement, the C/TFN has the final decision.

The obligations under these provisions will expire 20 years after the date that the C/TFN Final Agreement is brought into legal effect.

Investments

The C/TFN will have the option of acquiring up to 25 percent of the interest of the Yukon, or its agency or corporation, with respect to a non-renewable resource or hydro-electric project in the C/TFN Traditional Territory.

Contracting and Employment Opportunities

Government will develop and implement a plan with the objective of establishing a representative public service located in the Yukon as well as a representative public service located within the C/TFN Traditional Territory.

The C/TFN Final Agreement sets out contracting and employment opportunities for the C/TFN in relation to the management of any Designated Heritage Site, which is directly related to the culture or history of the C/TFN, within the C/TFN Traditional Territory. Similarly, contract and employment opportunities are provided for the C/TFN with respect to Forest Resources Management in its Traditional Territory and the surveying of its Settlement Land.

As stated previously, the C/TFN has certain economic opportunities related to the Special Management Areas, including the Kusawa Park and Agay Mene Natural Environment Park.

The various boards and committees established pursuant to the UFA and C/TFN Final Agreement will consider the inclusion of criteria for special aboriginal or local knowledge when establishing specifications for contract opportunities and employment descriptions.

Sale of Surplus Assets

The Yukon will provide written notice to the C/TFN if it intends to sell any asset that had an original cost of at least \$10,000. The Yukon may offer the C/TFN a first right to acquire such an asset.

The C/TFN will provide written notice to the Yukon setting out its assets that had an original cost of \$10,000 that it intends to sell.

The obligations under these provisions will expire 20 years after the date that the C/TFN Final Agreement is brought into legal effect.

Airport Parcel

If the Yukon no longer requires the area of the Carcross airport for airport purposes, the C/TFN will have a first right to acquire a parcel of the existing airport that the parties have identified. The identified parcel has an approximate area of 3 hectares and is located at the western end of the existing airport.

Emerald Lake Lands

The C/TFN and the Yukon identified certain lands within the recreational reserve located at Emerald Lake and, if the Yukon decides to sell any lands within the recreational reserve, the C/TFN will have a first right to acquire those lands.

Conrad Campground

If the Yukon decides to construct a campground at Conrad, it will provide the C/TFN with the first opportunity to accept the contract and construct that campground. The parties have identified the location adjacent to the Conrad Heritage Site on which this campground may be constructed.

Watson River Subdivision

Following the initialling of the C/TFN Final Agreement by the parties' negotiators, the Yukon transferred ten lots located in the Watson River Subdivision to a corporation owned by the C/TFN, at no cost.

Tagish Campground

While the C/TFN will retain the area of the Tagish Campground as Settlement Land, it agrees to continue to operate the public campground for a period of 20 years following the date that the C/TFN Final Agreement is brought into legal effect. The revenue generated by the campground will be the property of the C/TFN.

Bennett Lake Trail

If the Yukon creates a law that provides for exclusive rights of access on trails for commercial purposes, the C/TFN will have a right of first refusal for that exclusive right on the portion of the Bennett Lake Trail identified by the C/TFN and the Yukon.

Allocation of Licences, Permits and Concessions

If Government places a limit on the number of licences or permits with respect to commercial wilderness adventure travel or commercial freshwater sports fishing in the C/TFN Traditional Territory, the C/TFN will have a right of first refusal to acquire up to 25 percent of the licences or permits.

The C/TFN will have a right of first refusal to acquire licences or permits related to commercial freshwater fishing in the C/TFN Traditional Territory until the C/TFN and its corporations have been allocated, by weight, 25 percent of the commercial freshwater fish quota.

The C/TFN will have the first right to acquire the next outfitting concession that becomes available in the C/TFN Traditional Territory.

The obligations under these provisions will expire 22 years after the date that the C/TFN Final Agreement is brought into legal effect.

(h) Taxation

Resource Property Tax

The first \$20 million of resource revenues generated from Settlement Land by Yukon First Nations will not be taxed. This means that if the C/TFN earns income from the development of resources of its Settlement Land, such as mining or logging, a portion of that income will not be taxed.

Settlement Corporations

There will be no tax payable by a Settlement Corporation on income received from qualified investments or property that is used to carry out community and social development activities. The C/TFN Final Agreement sets out the permitted activities, such as housing tax assistance, economic development and elders assistance.

Where monies are provided as an income supplement for elders or low-income people, the monies received will be considered as personal income subject to taxation.

GOVERNANCE

When the C/TFN Final and Self-Government Agreements come into legal effect, the Carcross/Tagish Indian Band will be dissolved and cease to exist and replaced by the C/TFN. This means that the C/TFN will no longer be a band within the meaning of the Indian Act. Instead the C/TFN will be a self-governing Yukon First Nation.

(a) Law-making powers

The C/TFN has exclusive law-making authority to enact laws with respect to the administration of C/TFN affairs and operation and internal management of the C/TFN. The C/TFN also has law-making authorities to enact certain laws that apply to C/TFN citizens throughout the Yukon Territory and certain laws that apply to all persons on Settlement Land.

The C/TFN has agreed not to exercise certain land based self-government powers related to health and safety and zoning and land use on specific parcels of C/TFN Settlement Land within the Community Boundaries of Carcross and Tagish. This is intended to address concerns about potential problems arising from two sets of laws dealing with the same matter in the same area that may result in conflicts or misunderstandings. This does not affect the C/TFN's ability to exercise its other self-government powers, including its other land-based powers.

(b) Compatible Land Use

The C/TFN and the Yukon have agreed that certain parcels of Settlement Land and adjacent Non-Settlement Land will be subject to a process that promotes compatible land use. The parties agree to Consult each other about an actual or potential incompatibility in land use and attempt to resolve it.

If a dispute arises, the affected parties would try to resolve the dispute by way of mediation. If the parties agree, the dispute may be referred to an arbitrator who would be able to make recommendations.

The C/TFN and Government may agree to establish a joint planning structure to develop or recommend amendments to the community or area development land use plans in order to promote compatible land use.

(c) Tax

The C/TFN Self-Government Agreement provides the C/TFN with the power to enact various taxation laws. While this power does not limit the power of Government to levy tax or make taxation laws, it creates the need for the parties to coordinate their taxation systems.

The Self-Government Agreement obligates the C/TFN and Canada to make reasonable attempts to negotiate agreements to coordinate the C/TFN's power to enact laws concerning direct taxation, including personal income tax. It also provides that they will negotiate whether the C/TFN's taxation power will be extended to apply to other persons and entities located on Settlement Land.

It should be noted that the Yukon and Canada have entered into a tax collection and tax sharing agreement with the eight of the self-governing Yukon First Nations. It is anticipated that the C/TFN will also enter into such agreements once the Final and Self-Government Agreements come into legal effect.

The Yukon agrees to share property tax room when the C/TFN assumes responsibility for delivery of local services and exercises its power to levy property taxes. The C/TFN and the Yukon may also enter into a taxation agreement.

(d) Programs and Services

Carcross/Tagish People would still be entitled to participate in and benefit from Government programs for status Indians, non-status Indians or native people, in accordance with the general criteria of those programs.

The C/TFN has the ability to negotiate the assumption of responsibility for the management, administration and delivery of certain programs and services. Such an agreement is referred to as programs and services transfer agreement (“PSTA”). Since the C/TFN may initiate such negotiations with the federal and territorial governments each year, the C/TFN institutions and responsibilities will grow and evolve at a pace determined by the C/TFN.

As part of its land claim package, the C/TFN negotiated a PSTA with the following funding amounts to assume the responsibility for the management, administration and delivery of the noted programs and services for Carcross/Tagish People.

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|-------|---|--|
| (i) | Indian and Inuit Affairs Program: | \$2,425,851 million annually |
| (ii) | First Nations and Inuit Health Benefits (MSB): | \$346,013 annually + a one-time payment of \$100,000 |
| (iii) | Yukon Mines and Minerals Administration and Forest and Land Management: | \$346,295 annually + a one-time payment of \$103,145 |

This PSTA has a term of five years. The funding amounts of this PSTA are approximate and the amounts of the funding are adjusted annually by a prescribed index.

(e) Implementation Funding for the C/TFN

The C/TFN and Canada will negotiate a self-government financial transfer agreement (“FTA”) that ensures that the C/TFN has the resources to provide public services to its citizens at levels comparable to other Yukoners. The FTA provides to the C/TFN funding negotiated under a PSTA and funding for the C/TFN to implement its land claims package. The following sets out the approximate amounts of implementation funding for the C/TFN.

- | | | |
|-------|----------------------------|---|
| (i) | Final Agreement: | \$402,750 annually + a one-time payment of \$1,018,382 |
| (iii) | Self-Government Agreement: | \$143,839 annually + a one-time payment of \$235,896 + ten annual payments of \$119,674 |

While the terms of the PSTAs and FTAs will be renewed periodically by the parties, the federal obligation to provide funding for programs and services for Carcross/Tagish People and implementation funding is ongoing and indefinite. This means that the

C/TFN will not be required to use its financial compensation or other monies to fund such costs.

(f) Local Service Agreements

The C/TFN may also enter into discussions with another Yukon First Nation or the Yukon to negotiate a local government service agreement. A local government agreement may address matters such as joint planning or zoning or coordinated delivery of municipal or local government services, such as water delivery, sewage disposal and road maintenance.

(g) Regional or District Structures

The C/TFN and the Yukon may agree to establish a common administrative and planning structure within part or all of the C/TFN Traditional Territory. If such a structure is established, it must remain under the control of all the residents of the affected area and include direct representation of the C/TFN.

IMPLEMENTATION

(a) Implementation Plans

Implementation plans have been developed for the C/TFN Final and Self-Government Agreements. These plans will provide direction and guidance to those people and governments that are working with the C/TFN Final and Self-Government Agreements.

(b) Yukon First Nation Implementation Fund

Under the UFA, the Yukon First Nation Implementation Fund was established and Canada provided \$4 million (1990 dollars) to the Council of Yukon First Nations as the initial capital.

The objectives of the Fund are twofold. Firstly, it is directed to support Yukon First Nations to establish government structures to carry out their responsibilities under the Final Agreements. Secondly, it is directed to support Yukon First Nations and Yukon Indian People to take advantage of opportunities arising from the Final Agreements.

(c) Training Trust

The Training Trust was established under the UFA to advance the training of Yukon Indian People. The training needs of Yukon Indian People have been set out in a training plan that was prepared by the Training Policy Committee and approved by the Council of Yukon First Nations and Government.

The Yukon and Canada have each contributed \$3.25 million (1988 dollars) to the Training Trust. The Training Trust may be increased by donation, grant or other funds. The members of the Training Policy Committee are the trustees of the Training Trust.

The Training Policy Committee is comprised of five members. The Council of Yukon First Nations nominates three members and the federal and territorial governments each nominate one.

(d) Dispute Resolution Process

On occasion, the Yukon First Nations and Government may not agree on the interpretation and implementation of the Final and Self-Government Agreements. In these cases, the dispute resolution process will be used to resolve the dispute.

The Dispute Resolution Board has been established consisting of three members jointly chosen by the Council of Yukon First Nations and Government.

The dispute resolution process is a two-stage process. The first stage is mediation. If a dispute cannot be resolved by way of mediation, the matter may be referred to binding arbitration to resolve the dispute.

The C/TFN Final Agreement specifically refers some matters to the dispute resolution process. Other matters may be referred to the process by a party. Some matters may only be referred to arbitration with the agreement of the parties to the dispute.