

CHAPTER 16 - FISH AND WILDLIFE

16.1.0 Objectives

16.1.1 The objectives of this chapter are as follows:

- 16.1.1.1 to ensure Conservation in the management of all Fish and Wildlife resources and their habitats;
- 16.1.1.2 to preserve and enhance the renewable resources economy;
- 16.1.1.3 to preserve and enhance the culture, identity and values of Yukon Indian People;
- 16.1.1.4 to ensure the equal participation of Yukon Indian People with other Yukon residents in Fish and Wildlife management processes and decisions;
- 16.1.1.5 to guarantee the rights of Yukon Indian People to harvest and the rights of Yukon First Nations to manage renewable resources on Settlement Land;
- 16.1.1.6 to integrate the management of all renewable resources;
- 16.1.1.7 to integrate the relevant knowledge and experience both of Yukon Indian People and of the scientific communities in order to achieve Conservation;
- 16.1.1.8 to develop responsibilities for renewable resource management at the community level;
- 16.1.1.9 to honour the Harvesting and Fish and Wildlife management customs of Yukon Indian People and to provide for the Yukon Indian People's ongoing needs for Fish and Wildlife;

- 16.1.1.10 to deal fairly with all Yukon residents who use Fish and Wildlife resources in the Yukon; and
- 16.1.1.11 to enhance and promote the full participation of Yukon Indian People in renewable resources management.

16.2.0 Definitions

In this chapter, the following definitions shall apply.

"Basic Needs Level" means the number of harvestable animals of a species negotiated in a Yukon First Nation Final Agreement as a harvest allocation to a Yukon First Nation in its Traditional Territory in accordance with 16.9.0.

"Board" means the Fish and Wildlife Management Board established pursuant to 16.7.0.

"Category 1 Trapline" means a trapline so designated pursuant to 16.11.0.

"Category 2 Trapline" means a trapline not designated as a Category 1 Trapline.

"Council" means a Renewable Resources Council established pursuant to 16.6.0.

"Edible Fish or Wildlife Product" means the flesh or organs of Fish or Wildlife that are used for food by people or domestic animals.

"Furbearer" means any of the following species native to the Yukon: Castor including beaver; Alopex including white fox or arctic fox; Lutra including otter; Lynx including lynx; Martes including martens and fishers; Mustela including weasel and mink; Ondatra including muskrat; Vulpes including red, cross, black and silver fox; Gulo including wolverine; Canis including wolves and coyotes; Marmota including marmots; Tamiasciurus including red squirrel; and Spermophilus including ground squirrels.

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

"Non-Edible By-Product" means the fur, hide, skin, antlers, horns, skeleton or other portions of Fish or Wildlife not used for food but used for other purposes including but not limited to clothing, medicine, domestic or personal decoration, or art.

"Sub-Committee" means the Salmon Sub-Committee established pursuant to 16.7.17.

"Subsistence" means:

- (a) the use of Edible Fish or Wildlife Products by a Yukon Indian Person for sustenance and for food for traditional ceremonial purposes including potlatches; and
- (b) the use by a Yukon Indian Person of Non-Edible By-Products of harvests under (a) for such domestic purposes as clothing, shelter or medicine, and for domestic, spiritual and cultural purposes; but
- (c) except for traditional production of handicrafts and implements by a Yukon Indian Person, does not include commercial uses of Edible Fish or Wildlife Products or Non-Edible By-Products.

"Total Allowable Catch" means the total number of Salmon of a particular species and in a particular drainage basin which return to Canadian waters and which, in the manner established by this chapter, are deemed not to be required for Conservation.

"Total Allowable Harvest" means the total number of animals of a Freshwater Fish or Wildlife species which, in the manner established by this chapter, are deemed not to be required for Conservation.

"Use" includes both Harvesting and non-consumptive activities.

16.3.0 General

16.3.1 This chapter sets out powers and responsibilities of Government and Yukon First Nations for the management of Fish and Wildlife and their habitats, while, subject to 16.5.1.1, 16.5.1.2 and 16.5.1.3, respecting the Minister's ultimate jurisdiction, consistent with this chapter, for the management of Fish and Wildlife and their habitats.

16.3.2 The management and Harvesting of Fish, Wildlife and their habitats shall be governed by the principle of Conservation.

16.3.3 The exercise of rights under this chapter is subject to limitations provided for elsewhere in Settlement Agreements and to limitations provided in Legislation enacted for purposes of Conservation, public health or public safety.

16.3.3.1 Any limitation provided for in Legislation pursuant to 16.3.3 must be consistent with this chapter, reasonably required to achieve those purposes and may only limit those rights to the extent necessary to achieve those purposes.

16.3.3.2 Government shall Consult with the affected Yukon First Nation before imposing a limitation pursuant to 16.3.3.

- 16.3.4 Nothing in this or any other chapter is intended to confer rights of ownership in any Fish or Wildlife.
- 16.3.5 Canada shall make reasonable efforts to ensure that when issues involving Fish and Wildlife management arise in international negotiations, the interests of affected Yukon First Nations are represented.
- 16.3.6 Except as provided in this chapter and in Yukon First Nation Final Agreements, nothing shall prevent Yukon residents and others from Harvesting Fish and Wildlife in accordance with Legislation.
- 16.3.7 Government shall make best efforts to amend the Game Export Act, R.S.C. 1985, c. G-1 to enable the transport of Wildlife products for traditional non-commercial purposes across borders with Alaska, British Columbia and the Northwest Territories.
- 16.3.8 No tax, duty or such other fees or royalties shall be imposed by Government in respect of the export of Wildlife products under 16.3.7.
- 16.3.9 Nothing in the Umbrella Final Agreement shall be construed as an admission by Government that the Migratory Birds Convention Act, R.S.C. 1985, c. M-7 does not satisfy the terms of 16.3.3.
- 16.3.10 For the purposes of application of 16.3.3 to Harvesting rights of Yukon Indian People for migratory birds, Conservation includes considerations related to conservation of Migratory Game Birds indigenous to the Yukon while those Migratory Game Birds are in other jurisdictions.
- 16.3.11 Notwithstanding anything in this chapter, where there is a conflict between this chapter and the 1987 Canada-USA Agreement on the Conservation of the Porcupine Caribou Herd, the 1985 Porcupine Caribou Management Agreement, or the Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon, those agreements and the Treaty shall prevail to the extent of the conflict. Any amendments to those agreements or the Treaty shall not be construed to diminish or adversely affect the rights of Yukon First Nations or Yukon Indian People under this chapter and Yukon First Nation Final Agreements.

- 16.3.12 Nothing in this chapter shall be construed to grant Yukon Indian People any right to buy, sell, or offer for sale any Migratory Game Bird, Migratory Game Bird's egg or parts thereof not authorized for sale by Legislation.
- 16.3.13 Nothing in this chapter shall be construed to prevent any person from killing Fish and Wildlife for survival in an emergency. Any such kill shall be reported according to requirements established by the Board and shall be without prejudice to any Basic Needs Level or adjusted Basic Needs Level that may be in force from time to time.
- 16.3.14 Subject to 10.4.0, and except as provided in the Inuvialuit Final Agreement and in the specific provisions for National Parks in the Yukon First Nation Final Agreements for the Vuntut Gwitchin First Nation, the Champagne and Aishihik First Nations, the Kluane First Nation and the White River First Nation, Harvesting and management of Fish and Wildlife within National Parks shall be in accordance with the National Parks Act, R.S.C. 1985, c. -14.
- 16.3.14.1 The responsible agencies, the Board and the Councils shall make best efforts to coordinate the management of Fish and Wildlife populations which cross a boundary of a National Park.
- 16.3.15 It is intended that there not be any duplication in the public management of Fish and Wildlife.
- 16.3.16 Except as otherwise provided in Laws of General Application, no Person shall waste Edible Fish or Wildlife Products.
- 16.3.17 In the management of Fish and Wildlife and the harvest allocation of Fish and Wildlife, Non-Consumptive Uses of the resources shall be taken into account.

16.4.0 Yukon Indian People

- 16.4.1 Subject to a Yukon First Nation Final Agreement, nothing in this chapter affects any right, entitlement or qualification of Yukon Indian People to harvest Fish and Wildlife outside the Yukon. In addition, nothing in this chapter shall preclude negotiations between a Yukon First Nation and Canada, the Government of British Columbia or the Government of the Northwest Territories for rights to harvest Fish and Wildlife within the Yukon First Nation's traditional territory in British Columbia or the Northwest Territories.
- 16.4.2 Yukon Indian People shall have the right to harvest for Subsistence within their Traditional Territory, and with the consent of another Yukon First Nation in that Yukon First Nation's Traditional Territory, all species of Fish and Wildlife for themselves and their families at all seasons of the year and in any numbers on Settlement Land and on Crown Land to which they have a right of access pursuant to 6.2.0, subject only to limitations prescribed pursuant to Settlement Agreements.
- 16.4.3 Yukon Indian People shall have the right to employ within their Traditional Territories traditional and current methods of and equipment for Harvesting pursuant to 16.4.2, or limited pursuant to a Basic Needs Level allocation or pursuant to a basic needs allocation of Salmon, subject to limitations prescribed pursuant to Settlement Agreements.
- 16.4.4 Yukon Indian People shall have the right to give, trade, barter or sell among themselves and with beneficiaries of adjacent Transboundary Agreements in Canada all Edible Fish or Wildlife Products harvested by them pursuant to 16.4.2, or limited pursuant to a Basic Needs Level allocation or pursuant to a basic needs allocation of Salmon, in order to maintain traditional sharing among Yukon Indian People and with beneficiaries of adjacent Transboundary Agreements for domestic purposes but not for commercial purposes.

- 16.4.4.1 Subject to Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter, at the request of the Council for Yukon Indians, Government shall enter into negotiations with the Yukon First Nations with a view to amending 16.4.4 and other relevant provisions of the Umbrella Final Agreement as they apply to the commercial trade, barter and sale of Salmon, provided Government has enacted regulations under the Fisheries Act, R.S.C. 1985, c. F-14, or entered into an agreement with an aboriginal people of British Columbia, which regulations or agreement provide for the trade, barter or sale of Salmon, other than in a test fishery, with fewer restrictions than are set out in 16.4.4.
- 16.4.5 Subject to Laws of General Application, unless otherwise specified in a Yukon First Nation Final Agreement, or as may be agreed to by the parties to the Umbrella Final Agreement, Yukon Indian People shall have the right to give, trade, barter or sell to any person any Non-Edible By-Product of Fish and Wildlife that is obtained from the Harvesting of Furbearers or incidental to Harvesting pursuant to 16.4.2, or limited pursuant to a Basic Needs Level allocation or pursuant to a basic needs allocation of Salmon.
- 16.4.6 The right to harvest pursuant to 16.4.2, or limited pursuant to a Basic Needs Level allocation or pursuant to a basic needs allocation of Salmon includes the right to possess and transport Fish and Wildlife parts and products in the Yukon and in other areas where provided for in Transboundary Agreements.
- 16.4.7 A Yukon First Nation shall provide to a Yukon Indian Person proof that the Yukon Indian Person is enrolled in that Yukon First Nation's Final Agreement, has been given consent under 16.4.2 or has been allocated a Harvesting opportunity pursuant to a Basic Needs Level allocation for Wildlife or a basic needs allocation of Salmon, as the case may be.
- 16.4.8 Subject to 16.4.9, a Yukon Indian Person may be required to show proof of any of the matters listed in 16.4.7.

- 16.4.9 A Yukon Indian Person who is 55 years of age or older at the Effective Date of the Yukon First Nation Final Agreement under which that Yukon Indian Person is enrolled shall not be required to show proof of enrollment under 16.4.7 but shall be required to identify himself or herself where necessary.
- 16.4.10 Government shall not impose any fee or tax on Yukon Indian People in respect of any permit or license to harvest Fish or Wildlife pursuant to 16.4.2, 16.9.0 or 16.10.1.
- 16.4.11 Subject to Yukon First Nation Final Agreements, Yukon Indian People shall comply with Laws of General Application when participating in resident or commercial harvesting.
- 16.4.11.1 Yukon Indian People shall have the right to use leg-hold drowning sets for Furbearer Harvesting unless the Minister, upon recommendation of the Board, determines that such sets are inhumane.

16.5.0 Yukon First Nations

- 16.5.1 Each Yukon First Nation shall have the following powers and responsibilities. Subject to the terms of each Yukon First Nation's Final Agreement, each Yukon First Nation:
- 16.5.1.1 may manage, administer, allocate or otherwise regulate the exercise of the rights of Yukon Indian People under 16.4.0 within the geographical jurisdiction of the Council established for that Yukon First Nation's Traditional Territory by,
- (a) Yukon Indian People enrolled pursuant to that Yukon First Nation Final Agreement,
 - (b) other Yukon Indian People who are exercising rights pursuant to 16.4.2, and
 - (c) except as otherwise provided in a Transboundary Agreement, members of a transboundary claimant group who are Harvesting pursuant to that Transboundary Agreement in that Yukon First Nation's Traditional Territory,

where not inconsistent with the regulation of those rights by Government in accordance with 16.3.3 and other provisions of this chapter;

- 16.5.1.2 shall have the final allocation authority for that Yukon First Nation's Category 1 Traplines;
- 16.5.1.3 may align, realign or group Category 1 Traplines where such alignments, realignments or groupings do not affect Category 2 Traplines;
- 16.5.1.4 shall work with the Board and the Council to establish methods to administer Basic Needs Level harvests, including the issuance of permits, licences or tags and the setting of fees;
- 16.5.1.5 may identify and propose from time to time an adjusted Basic Needs Level for the Yukon First Nation for consideration by the Board;
- 16.5.1.6 may distribute to Yukon Indian People, or other Yukon residents, any portion of that Yukon First Nation's Basic Needs Level allocation, subject to 16.5.1.7;
- 16.5.1.7 shall not charge a fee to persons other than Yukon Indian People for Harvesting any of that Yukon First Nation's Basic Needs Level allocation;
- 16.5.1.8 may manage local populations of Fish and Wildlife within Settlement Land, to the extent coordination with other Fish and Wildlife management programs is not considered necessary by the Board;
- 16.5.1.9 may participate in management of Fish and Wildlife within the Yukon in the manner set out in this chapter;
- 16.5.1.10 may make recommendations to the Council on applications for Fish and Wildlife survey and research permits for Government surveys and research within that Yukon First Nation's Settlement Land;
- 16.5.1.11 shall screen and may approve applications for Fish and Wildlife surveys and research permits for private surveys and research within that Yukon First Nation's Settlement Land;

- 16.5.1.12 at the request of the Board, the Sub-Committee or the Council, shall provide harvest information either to the Council, the Sub-Committee or the Board or to an officer with lawful authority, as the case may be, including provision of data necessary for verification and in-season management;
- 16.5.1.13 subject to Chapter 5 — Tenure and Management of Settlement Land and 16.12.0, may charge a fee or obtain a benefit for granting access to its Category A Settlement Land to a Yukon resident or for services other than guiding provided to that Yukon resident in connection with Harvesting Fish and Wildlife on its Category A Settlement Land;
- 16.5.1.14 subject to Chapter 5 — Tenure and Management of Settlement Land and 16.12.0, may charge a fee or obtain a benefit for granting access to its Settlement Land to a Yukon big game outfitter operating within its big game outfitting area or for services provided to a Yukon big game outfitter in connection with Harvesting of Fish and Wildlife on its Settlement Land; and
- 16.5.1.15 may delegate or contract the performance of its responsibilities in whole or part to another Yukon First Nation, the Council, Board or Government, provided that the delegate consents.
- 16.5.2 Nothing in 16.5.1 shall be construed to limit the exercise, consistent with this chapter, of any power of a Yukon First Nation pursuant to that Yukon First Nation's self-government agreement.
- 16.5.3 A Yukon First Nation shall have standing as an interested party to participate in public proceedings of any agency, board or commission on matters that affect the management and Conservation of Fish, Wildlife and their habitat in its Traditional Territory.
- 16.5.4 Government shall Consult with a Yukon First Nation prior to taking action on Fish or Wildlife matters which may affect the Yukon First Nation's management responsibilities or the exercise of Harvesting rights under a Settlement Agreement of Yukon Indian People enrolled under that Yukon First Nation Final Agreement.

16.6.0 Renewable Resources Councils

16.6.1 In each Yukon First Nation's Traditional Territory, a Renewable Resources Council shall be established as a primary instrument for local renewable resources management in that Traditional Territory as set out in a Settlement Agreement.

Specific Provision

16.6.1.1 The Renewable Resources Council for the Traditional Territory of the Selkirk First Nation shall be named the Selkirk Renewable Resources Council.

Composition of Councils

16.6.2 Subject to Transboundary Agreements and Yukon First Nation Final Agreements, each Council shall be comprised of six members consisting of three nominees of the Yukon First Nation and three nominees of the Minister.

Specific Provision

16.6.2.1 The Selkirk First Nation and the Minister may each nominate one additional member as an alternate member to the Council.

16.6.2.2 Subject to 16.6.2.3, an alternate member may participate in the work of the Council.

16.6.2.3 An alternate member shall only receive remuneration and travel expenses and may only vote in the absence of a member nominated by the party which nominated the alternate.

16.6.3 Each Council shall determine its own procedures for selecting its chairperson from its membership. The Minister shall appoint the chairperson selected by the Council.

16.6.3.1 In the event that a Council fails to select a chairperson within 30 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the Council after Consultation with the Council.

16.6.4 Unless otherwise provided in a Yukon First Nation Final Agreement, Council members shall be resident within that Traditional Territory.

Specific Provision

16.6.4.1 All nominees to the Council shall have resided in the Traditional Territory of the Selkirk First Nation for at least one year immediately prior to their appointment and shall have long term familiarity with renewable resources in the Traditional Territory of the Selkirk First Nation.

16.6.4.2 For the purpose of 16.6.4.1, a temporary absence from the Traditional Territory of the Selkirk First Nation, including an absence for the purpose of study or training, does not constitute an interruption of residency.

16.6.4.3 Prior to any appointments being made to the Council, the Minister and the Selkirk First Nation shall make reasonable attempts to reach a consensus as to the individuals which each party nominates to the Council.

16.6.4.4 In attempting to reach consensus under 16.6.4.3, the Minister and the Selkirk First Nation shall consider:

- (a) any prospective nominee's familiarity with and sensitivity to the culture and aspirations of the Selkirk First Nation;
- (b) any prospective nominee's familiarity with renewable resource issues and, in particular, with the harvesting of renewable resources;

Specific Provision Cont'd

- (c) the compatibility of proposed nominees; and
- (d) any other matters to which the Minister and the Selkirk First Nation agree.

16.6.4.5 If after having made the reasonable attempts required by 16.6.4.3, the Minister and the Selkirk First Nation are unable to reach a consensus, either party may give written notice to the other setting out the names of the individuals which it intends to nominate to the Council and 14 days thereafter may so nominate those individuals.

16.6.5 Unless otherwise provided in a Yukon First Nation Final Agreement, appointments to a Council shall be for a five year term, except for the initial appointments. One third of the initial appointments shall be made for three years, one third for four years, and one third for five years. Thereafter, the appointments shall be for five years. All appointments to the Council shall be during good behaviour.

Specific Provision

16.6.5.1 Subject to 16.6.5.2, appointments to the Council shall be for a three year term, except for the initial appointments. For the initial appointments, one nominee of the Selkirk First Nation and one nominee of the Minister shall be appointed for one year, one nominee of the Selkirk First Nation and one nominee of the Minister shall be appointed for two years, and one nominee of the Selkirk First Nation and one nominee of the Minister shall be appointed for three years.

16.6.5.2 All appointments of the alternate members shall be for a three year term.

16.6.6 Each Council shall make provisions for public involvement in the development of its decisions and its recommendations.

16.6.7 Each Council shall prepare an annual budget, subject to review and approval by Government. The budget shall be in accordance with Government guidelines and may include:

16.6.7.1 remuneration and travel expenses for attendance of Council members at Council meetings;

16.6.7.2 the costs of public hearings and meetings;

16.6.7.3 a budget for research review, public information and other activities;

16.6.7.4 other items as the Council and Government agree on; and

the approved budget of the Council shall be a charge on Government.

16.6.8 The first annual budget for a Council and a multi-year financial forecast of its operation shall be set out in the implementation plan for that Yukon First Nation Final Agreement.

Powers and Responsibilities of Councils

16.6.9 Each Council, acting in the public interest and consistent with this chapter, may make recommendations to the Minister, the affected Yukon First Nation, the Board and the Sub-Committee on any matter related to Conservation of Fish and Wildlife.

16.6.10 Subject to Yukon First Nation Final Agreements, and without restricting 16.6.9, each Council:

16.6.10.1 may make recommendations to the Minister on the need for and the content and timing of Freshwater Fish and Wildlife management plans, including Harvesting plans, Total Allowable Harvests and the allocation of the remaining Total Allowable Harvest, for species other than the species referred to in 16.7.12.2;

16.6.10.2 may make recommendations to the Board regarding local management concerns for the species referred to in 16.7.12.2;

- 16.6.10.3 may make recommendations to the Salmon Sub-Committee on allocation of commercial and other uses of Salmon and on other matters designated in 16.7.17.12;
- 16.6.10.4 may identify and recommend to the Board harvest requirements, including harvest requirements within the adjusted Basic Needs Level, within guidelines established in Yukon First Nation Final Agreements;
- 16.6.10.5 may make recommendations to the Sub-Committee on the need for and the content and timing of Salmon management plans;
- 16.6.10.6 may establish bylaws under the Wildlife Act, R.S.Y. 1986, c. 178, in accordance with 16.11.0, for the management of Furbearers;
- 16.6.10.7 may make recommendations to the Minister and affected Yukon First Nation on the management of Furbearers;
- 16.6.10.8 may make recommendations to the Minister and affected Yukon First Nation, in accordance with 16.11.0, on the use of traplines and the reassignment of all new, vacant and under-utilized traplines;
- 16.6.10.9 may make recommendations to the Minister on priorities and policies related to enforcement of Legislation and on alternatives to penal sanctions with respect to Fish and Wildlife;
- 16.6.10.10 may review and make recommendations to the Minister on allocation of and terms and conditions for commercial uses of Wildlife and Fish other than Salmon;
- 16.6.10.11 may review and make recommendations to the Minister on applications for research permits granted by Government for Fish and Wildlife management-related research activities within the relevant Traditional Territory;
- 16.6.10.12 may make recommendations to the affected Yukon First Nation regarding the Yukon First Nation's management of Fish and Wildlife on its Settlement Land pursuant to 16.5.1.8;

Specific Provision

- 16.6.10.13 may make recommendations to the Minister on the forecast of anticipated harvest of moose and woodland caribou by Selkirk People and other persons;
- 16.6.10.14 shall seek the consent of the Selkirk First Nation before recommending the approval of proposed game farming or game ranching activities in the Traditional Territory of the Selkirk First Nation where, in the Council's opinion, the proposed game farming or game ranching would have an adverse effect on the Harvesting rights of Selkirk People under this Agreement; and
- 16.6.10.15 may make recommendations to the Minister and the Selkirk First Nation on exceptions to the allocations set out in 16.9.1.3 or 16.9.1.4.

- 16.6.11 Each Council shall be granted status as an interested party to participate in public proceedings of any agency, board or commission on matters that affect the management and Conservation of Fish and Wildlife and their habitats within the relevant Traditional Territory for which that Council was established.
- 16.6.12 With the consent of the Minister and the affected Yukon First Nations, a Council may merge with other Councils to establish a regional Council with the same powers and responsibilities as a Council.
- 16.6.13 The Minister shall recommend to the Yukon Legislative Assembly an amendment to the Wildlife Act, R.S.Y. 1986, c. 178 to enable the Council to establish bylaws under the Wildlife Act, R.S.Y. 1986, c. 178 pursuant to 16.6.10.6.
- 16.6.14 Where the Minister proposes to implement a Total Allowable Harvest which would require the implementation of Basic Needs Level provisions for a species or population in a Traditional Territory in accordance with this chapter, the affected Council may make recommendations to the Minister on alternative measures that could be considered in the place of implementing the Basic Needs Level provisions.

- 16.6.15 Government shall provide Councils with the results of research under 16.6.10.11.
- 16.6.16 Where a Council does not carry out one of its responsibilities, the Minister, after giving notice to the Council, may undertake to fulfill that responsibility directly or delegate that responsibility to the Board.
- 16.6.17 Upon request by the Council, the Minister and the affected Yukon First Nation shall make available to the Council information in their possession reasonably required for the Council to carry out its functions under this chapter.

16.7.0 Fish and Wildlife Management Board

- 16.7.1 A Fish and Wildlife Management Board shall be established as the primary instrument of Fish and Wildlife management in the Yukon.

Composition of the Board

- 16.7.2 The Board shall be comprised of six nominees of Yukon First Nations and six nominees of Government.
- 16.7.3 The Board shall determine its own procedures for selecting its chairperson from its membership. The Minister shall appoint the chairperson selected by the Board.
- 16.7.3.1 In the event that the Board fails to select a chairperson within 60 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the Board after Consultation with the Board.
- 16.7.4 The majority of representatives of Government and the majority of representatives of Yukon First Nations shall be Yukon residents.
- 16.7.5 Appointments to the Board shall be for a five year term, except for the initial appointments. One third of the initial appointments shall be made for three years, one third for four years, and one third for five years. Thereafter, the appointments shall be for five years. All appointments to the Board shall be during good behaviour.

- 16.7.6 The Board shall make provisions for public involvement in the development of its decisions and its recommendations.
- 16.7.7 The Board may establish an executive secretariat to provide administrative support to the Board.
- 16.7.7.1 The administrator of the secretariat shall be the executive secretary, who shall report to the Board and shall provide administrative and other support to the Board and maintain liaison with the Renewable Resources Councils.
- 16.7.7.2 The Director of Fish and Wildlife for the Yukon shall serve as an advisor to the Board and shall ensure that technical support is provided to the Board.
- 16.7.8 The Board shall be accountable to Government for its expenditures.
- 16.7.9 The Board shall prepare an annual budget, subject to review and approval by Government. Such budget shall be in accordance with Government guidelines and may include:
- 16.7.9.1 remuneration and travel expenses for attendance of Board members at Board and Sub-Committee meetings;
- 16.7.9.2 the costs of public hearings and meetings;
- 16.7.9.3 a budget for research review, public information and other activities;
- 16.7.9.4 the costs of staff and of the operation and maintenance of the office; and
- 16.7.9.5 other items as the Board and Government agree upon; and
- the approved budget of the Board and the Sub-Committee shall be a charge on Government.
- 16.7.10 The first annual budget for the Board and Sub-Committee and a multi-year financial forecast of the Board's and the Sub-Committee's operation shall be set out in the implementation plan for the Umbrella Final Agreement.

Powers and Responsibilities of the Board

- 16.7.11 The Board, acting in the public interest and consistent with this chapter and taking into consideration all relevant factors including recommendations of the Councils, may make recommendations to the Minister, to Yukon First Nations and to the Councils, on all matters related to Fish and Wildlife management, Legislation, research, policies, and programs.
- 16.7.12 Without restricting 16.7.11, the Board:
- 16.7.12.1 may recommend to the Minister policies for the management of Fish and Wildlife and their habitats;
 - 16.7.12.2 may make recommendations to the Minister on the need for and the content and timing of all Yukon Fish and Wildlife management plans for species included in international agreements, threatened species or populations, species or populations declared by the Minister as being of a territorial, national or international interest, and Transplanted Populations and Exotic Species;
 - 16.7.12.3 may review and make recommendations to the Minister and to Yukon First Nations on management plans recommended by the Councils, specifically the population goals and the management options contained within those plans;
 - 16.7.12.4 may, where required by species or population management plans, recommend to the Minister a Total Allowable Harvest for a species listed in 16.7.12.2 in accordance with 16.9.0;
 - 16.7.12.5 may review and recommend to the Minister adjustments to Basic Needs Levels in accordance with 16.9.8;
 - 16.7.12.6 may make recommendations to the Minister on the need for, and on positions on, interjurisdictional agreements that affect the Conservation and Use of Fish and Wildlife resources in the Yukon;

- 16.7.12.7 after Consultation with the affected Councils, may recommend to the Minister restrictions on methods and practices of harvest for reasons of Conservation, public health, public safety and, in exceptional circumstances, for protection of the renewable resources economy associated with the Use of Fish or Wildlife resources;
 - 16.7.12.8 may, at the request of the Council, assist a Council in the performance of its duties;
 - 16.7.12.9 may, subject to approval of the Minister and the Council, delegate the performance of its responsibilities to a Council; and
 - 16.7.12.10 may, in Consultation with the Councils and subject to Yukon First Nation Final Agreements, identify new opportunities and recommend to the Minister management measures for commercial Uses of Fish and Wildlife.
- 16.7.13 The Board shall have standing as an interested party to participate in the public proceedings of any agency, board or commission dealing with matters that affect the management and Conservation of Fish and Wildlife and their habitat in the Yukon.
 - 16.7.14 The Board shall communicate to the Councils its recommendations and decisions approved in accordance with 16.8.0 within a reasonable time.
 - 16.7.15 The Board shall meet not less than annually with the chairpersons of the Councils.
 - 16.7.16 Before the amendment or introduction of Legislation for Fish and Wildlife in the Yukon, the Minister shall Consult with the Board on the matters to be addressed in that Legislation.

Salmon Sub-Committee

- 16.7.17 A Sub-Committee of the Board shall be established as the main instrument of Salmon management in the Yukon.
 - 16.7.17.1 The Board shall assign from its membership one appointee of Yukon First Nations and one appointee of Government to the Sub-Committee.

- 16.7.17.2 The Minister shall nominate two additional members to the Sub-Committee.
- 16.7.17.3 For the Yukon River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in the Yukon River drainage basin only.
- 16.7.17.4 For the Alsek River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in the Alsek River drainage basin only.
- 16.7.17.5 For the Porcupine River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in the Porcupine River drainage basin only.
- 16.7.17.6 When the Sub-Committee is dealing with matters affecting more than one of the drainage basins identified in 16.7.17.3 to 16.7.17.5, the members appointed to represent those basins may sit on the Sub-Committee, provided that the total number of votes to be exercised by those members shall not exceed two.
- 16.7.17.7 Appointments to the Sub-Committee by the Board shall be for the term held by that appointee on the Board.
- 16.7.17.8 The additional appointments to the Sub-Committee by the Minister and by Yukon First Nations shall be for five years. All appointments to the Sub-Committee shall be during good behaviour.
- 16.7.17.9 The Board shall appoint a chairperson from the membership of the Sub-Committee. In the event the Board fails to select a chairperson within 60 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the Sub-Committee after Consultation with the Sub-Committee.

- 16.7.17.10 The Department of Fisheries and Oceans shall provide technical and administrative support to the Sub-Committee as required to determine appropriate plans for Salmon management, and a senior official of the department in the Yukon shall serve the Sub-Committee as Executive Secretary.
- 16.7.17.11 The Sub-Committee, acting in the public interest and consistent with this chapter and taking into account all relevant factors including recommendations of the Councils, may make recommendations to the Minister and to Yukon First Nations on all matters related to Salmon, their habitats and management, including Legislation, research, policies and programs.
- 16.7.17.12 Without restricting 16.7.17.11, the Sub-Committee:
- (a) may recommend to the Minister policies for the management of Salmon and their habitats;
 - (b) may make recommendations to the Minister on the need for, and on the content and timing of Salmon Harvesting and management plans in accordance with the terms of this chapter;
 - (c) may make recommendations to the Minister on the need for, and on a position on, interjurisdictional agreements affecting the Use of Yukon Salmon resources;
 - (d) may seek, from a Council or the public, input on specific aspects of a Salmon management plan;
 - (e) subject to Yukon First Nation Final Agreements, may make recommendations to the Minister on new opportunities and proposed management measures for commercial Uses of Salmon;
 - (f) after Consultation with affected Yukon First Nations, shall make recommendations to the Minister on allocation, in amount and by area, of Salmon to users, in accordance with this chapter; and

- (g) may make recommendations on management measures required to best ensure that the basic needs allocation of a Yukon First Nation is met, recognizing that resources available for fisheries management may be limited.
- 16.7.17.13 Representatives from the Sub-Committee shall form the majority of the Canadian representatives to any Yukon River panel established pursuant to the Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon.
- 16.7.17.14 The Sub-Committee shall be granted standing as an interested party to participate in the public proceedings of any agency, board or commission dealing with matters that affect the management and Conservation of Salmon or their habitat in the Yukon.
- 16.7.17.15 The Sub-Committee shall communicate its recommendations and decisions to the Board, and to the Minister in accordance with the provisions of 16.8.0.
- 16.7.18 Where the Board or the Sub-Committee does not carry out a responsibility, the Minister, after giving notice to the Board or the Sub-Committee as appropriate, may carry out that responsibility.
- 16.7.19 The Minister shall Consult with and obtain a recommendation of the Board before declaring a species or population to be of territorial, national or international interest under 16.7.12.2.
- 16.7.20 Upon request by the Board or the Sub-Committee, the Minister and the affected Yukon First Nation shall make available to the Board or the Sub-Committee information in their possession reasonably required for the Board or the Sub-Committee to carry out its functions under this chapter.

16.8.0 Role of Ministers and Yukon First Nations

Implementation of Council, Board and Sub-Committee Decisions

16.8.1 The provisions of 16.8.2 to 16.8.8 apply to decisions and recommendations of the Councils, the Board and the Sub-Committee made to the Minister pursuant only to 10.5.5, 16.3.13, 16.5.1.8, 16.6.10, 16.6.14, 16.7.12, 16.7.17.12, 16.7.19, 16.8.12, 16.9.2, 16.9.8, 16.10.1, 16.10.12, 16.11.10, 17.4.1.2, 17.4.1.3, 17.4.1.5 and 17.4.1.6 and to those recommendations and decisions of the Board, the Councils or the Sub-Committee which may be referred to 16.8.0 in a Yukon First Nation Final Agreement.

16.8.1.1 In 16.8.2 to 16.8.7, Board means the Board, Councils and Sub-Committee.

16.8.2 Unless the Minister directs otherwise, the Board shall forward its recommendations and decisions pursuant to 16.8.1 to the Minister, accompanied by draft regulations where appropriate.

16.8.3 Unless the Minister directs otherwise, all recommendations and decisions of the Board shall be kept confidential until the process in 16.8.4 to 16.8.6 has been completed or the time for the process has expired.

16.8.4 The Minister, within 60 days of the receipt of a recommendation or decision under 16.8.2, may accept, vary, set aside or replace the recommendation or decision. Any proposed variation, replacement or setting aside shall be sent back to the Board by the Minister with written reasons. The Minister may consider information and matters of public interest not considered by the Board.

16.8.4.1 The Minister may extend the time provided in 16.8.4 by 30 days.

16.8.4.2 Nothing in 16.8.4 shall be construed as limiting the application of 16.3.3.

- 16.8.5 The Board, within 30 days of the receipt of a variation, replacement or setting aside by the Minister pursuant to 16.8.4, shall make a final recommendation or decision and forward it to the Minister with written reasons.
- 16.8.5.1 The Minister may extend the time provided under 16.8.5.
- 16.8.6 The Minister, within 45 days of receipt of a final recommendation or decision, may accept or vary it, or set it aside and replace it.
- 16.8.6.1 In the event that the Minister proposes to vary or to set aside and replace a recommendation of the Board with respect to the determination of a Total Allowable Harvest, the Minister shall make reasonable efforts to reach a consensus with the affected Yukon First Nation on the variation or setting aside and replacement of the recommendation.
- 16.8.6.2 In the event that the Minister and the affected Yukon First Nation are unable to reach a consensus under 16.8.6.1, the Minister may proceed to vary or set aside and replace the recommendation of the Board with respect to the determination of the Total Allowable Harvest, provided that the Minister is satisfied that the variation or replacement is consistent with the principle of Conservation.
- 16.8.6.3 The process for seeking consensus with the affected Yukon First Nation shall give due consideration to timing of any statutory or regulatory changes required and to the timing of Harvesting activities.
- 16.8.6.4 The Minister may extend the time provided in 16.8.6 in order to carry out the requirements of 16.8.6.1 and 16.8.6.2.
- 16.8.6.5 The Minister shall provide the Board with notice of the Minister's final decision under 16.8.6.
- 16.8.7 Government shall, as soon as practicable, implement:
- 16.8.7.1 all recommendations and decisions of the Board that are accepted by the Minister under 16.8.4;

- 16.8.7.2 all decisions of the Minister under 16.8.6; and
- 16.8.7.3 subject to 16.8.7.1 and 16.8.7.2, all recommendations or decisions of the Board after the expiry of the time provided in the process set out in 16.8.4 and 16.8.6.
- 16.8.8 The Minister may refer any matter described in 16.8.1 to the dispute resolution process under 26.4.0 once the procedure set out in 16.8.1 to 16.8.4 has been completed.

Judicial Review of Decisions

- 16.8.9 All final decisions of the Board, Sub-Committee and Council pursuant to 16.6.10.6 and 16.10.14 shall be final and binding and not subject to appeal or review in any court provided however that an application for judicial review by a Yukon First Nation, Government or any affected Person, shall lie to the Supreme Court of the Yukon upon the grounds that the Board, Sub-Committee or Council:
- 16.8.9.1 failed to observe a principle of natural justice or otherwise acted beyond or refused to exercise its jurisdiction;
- 16.8.9.2 erred in law in making its decision, whether or not the error appears on the face of the record; or
- 16.8.9.3 based its decision on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it.
- 16.8.10 An application for judicial review shall be made within 60 days of the decision.

Emergency Action by the Minister

- 16.8.11 Where it appears to the Minister that there is an emergency which affects the well-being of Fish and Wildlife or their habitat, and where time does not permit Consultation with the Board, Sub-Committee or affected Council, the Minister may take such action as is necessary before Consulting with the Board, Sub-Committee or the affected Council.

- 16.8.12 Where emergency action has been taken pursuant to 16.8.11, the Minister shall within seven days inform the Board, Sub-Committee or Council and solicit their continuing advice. The Board, Sub-Committee or Council may recommend to the Minister that the emergency action be terminated pending their consideration of the issue.
- 16.8.13 Notwithstanding 16.3.2, Government may allow a catch of Salmon greater than the Total Allowable Catch in exceptional circumstances.

Referral of Matters by the Minister

- 16.8.14 The Minister may request that a Council, the Board or the Sub-Committee exercise a Council, Board or Sub-Committee power or responsibility under a Settlement Agreement, as appropriate, and the Council, the Board or the Sub-Committee shall comply with the request within such reasonable time as the Minister requires.

16.9.0 Fish and Wildlife Harvests

- 16.9.1 Each Yukon First Nation Final Agreement shall set out the manner in which the Total Allowable Harvest shall be shared between Yukon Indian People and other harvesters.
- 16.9.1.1 When opportunities to harvest Freshwater Fish or Wildlife are limited for Conservation, public health or public safety, the Total Allowable Harvest shall be allocated to give priority to the Subsistence needs of Yukon Indian People while providing for the reasonable needs of other harvesters.
- 16.9.1.2 The priority in 16.9.1.1 is subject to provisions set out in Yukon First Nation Final Agreements pursuant to 16.9.1 or 16.9.10 and to provisions negotiated subsequently pursuant to 16.9.13.

Specific Provision

- 16.9.1.3 In the event that a Total Allowable Harvest is established for moose for all or part of the Traditional Territory of the Selkirk First Nation, Government shall allocate to the Selkirk First Nation either:
- (a) a portion of the Total Allowable Harvest determined in accordance with Schedule B - Allocation of Total Allowable Harvest for Moose, attached to this chapter; or
 - (b) the number of moose required to satisfy the Subsistence needs of Selkirk People,
- whichever is less.
- 16.9.1.4 In the event that a Total Allowable Harvest is established for woodland caribou for all or part of the Traditional Territory of the Selkirk First Nation, Government shall allocate to the Selkirk First Nation either:
- (a) 75% of the Total Allowable Harvest; or
 - (b) the number of woodland caribou required to satisfy the Subsistence needs of Selkirk People,
- whichever is less.
- 16.9.1.5 If Government proposes, after Consultation with the Selkirk First Nation and the Council, to allocate a portion of a Total Allowable Harvest for moose or woodland caribou in accordance with 16.9.1.3(b) or 16.9.1.4(b), the following shall apply:
- (a) the Selkirk First Nation shall provide to Government and the Council its assessment of the number of moose or woodland caribou required to satisfy the Subsistence needs of Selkirk People;

Specific Provision Cont'd

- (b) if Government disagrees with the Selkirk First Nation's assessment pursuant to (a), Government and the Selkirk First Nation shall attempt to agree upon the number of moose or woodland caribou required to satisfy the Subsistence needs of Selkirk People, failing which either Government or the Selkirk First Nation may refer the matter to the dispute resolution process under 26.3.0;
- (c) the following matters shall be included in determining the Subsistence needs of Selkirk People for the purposes of 16.9.1.5:
 - (i) the health and nutritional needs of Selkirk People;
 - (ii) recent and current harvests of the species by Selkirk People;
 - (iii) the harvest patterns of Selkirk People and changes to those patterns;
 - (iv) current personal consumption estimates of the species by Selkirk People; and
 - (v) such other factors as agreed upon by Government and the Selkirk First Nation.

16.9.2 The Board, pursuant to 16.7.12.4, and the Council, pursuant to 16.6.10.1, may establish, modify or remove Total Allowable Harvests for Freshwater Fish or Wildlife populations from time to time in the Yukon but shall only do so if:

16.9.2.1 required for Conservation, public health or public safety;

16.9.2.2 required due to the inability of various Fish and Wildlife species and populations to meet sustainable yield requirements as determined by scientific research and surveys and the special knowledge of Yukon Indian People; or

16.9.2.3 required to achieve the goals and objectives identified by species and population management plans; and

only to the extent reasonably necessary to achieve those ends.

16.9.3 Where, in any year:

16.9.3.1 the maximum harvest allocation for a species of Wildlife negotiated for a Yukon First Nation pursuant to 16.9.1 or 16.9.13 is greater than that Yukon First Nation's Basic Needs Level or its needs, as the case may be; and

16.9.3.2 the maximum harvest allocation to another Yukon First Nation pursuant to its Yukon First Nation Final Agreement is less than that Yukon First Nation's Basic Needs Level or its needs, as the case may be, for that species of Wildlife,

Government, upon the request of the Yukon First Nation described in 16.9.3.1, shall allocate some or all of the maximum harvest allocation as determined by that Yukon First Nation which is surplus to the Basic Needs Level or needs of that Yukon First Nation to the Yukon First Nation described in 16.9.3.2 in the Traditional Territory of the Yukon First Nation described in 16.9.3.1 up to the Basic Needs Level or needs, as the case may be, of the Yukon First Nation described in 16.9.3.2.

16.9.4 The Board, pursuant to 16.7.12.4, or the Council, pursuant to 16.6.10.1, shall recommend to the Minister the allocation of that portion of the Total Allowable Harvest which is not allocated to a Yukon First Nation to satisfy its Basic Needs Level or adjusted Basic Needs Level.

Basic Needs Levels

- 16.9.5 Each Yukon First Nation Final Agreement shall set out Basic Needs Levels or special Harvesting opportunities for key Freshwater Fish and Wildlife species.

Specific Provision

- 16.9.5.1 Special Harvesting opportunities for the Selkirk First Nation are set out in 16.9.1.3 of this Agreement.

- 16.9.6 When determining a Basic Needs Level or special Harvesting opportunities for each Yukon First Nation, Government and Yukon First Nations may consider the following:
- 16.9.6.1 recent and current harvests of the species or population by Yukon Indian People enrolled under that Yukon First Nation Final Agreement;
 - 16.9.6.2 recent and current harvests within the Yukon First Nation's Traditional Territory by other harvesters;
 - 16.9.6.3 current personal consumption estimates of the species or population by Yukon Indian People enrolled under that Yukon First Nation Final Agreement for food;
 - 16.9.6.4 the ability of the species or population to satisfy the Harvesting needs of Yukon Indian People enrolled under that Yukon First Nation Final Agreement as well as other users; and
 - 16.9.6.5 such other factors as the parties may agree.
- 16.9.7 Government and a Yukon First Nation may agree to conduct a study to define more clearly the factors listed in 16.9.6.

Adjusted Basic Needs Levels

- 16.9.8 Once a Basic Needs Level has been set pursuant to a Yukon First Nation Final Agreement, the Board may, upon the recommendation of a Council or a Yukon First Nation, review and recommend to the Minister the adjustment of the Basic Needs Level. In reaching its decision about adjusting the Basic Needs Level, the Board shall, in addition to the factors listed in 16.9.6, take into consideration the following factors:
- 16.9.8.1 human population change within the Traditional Territory;
 - 16.9.8.2 changing patterns of consumption;
 - 16.9.8.3 the cultural and nutritional importance of Fish and Wildlife to Yukon Indian People;
 - 16.9.8.4 the use and Harvesting of Fish and Wildlife for personal use by Yukon residents; and
 - 16.9.8.5 the commercial consumptive and Non-Consumptive Use of Fish and Wildlife.
- 16.9.9 In any year the adjusted Basic Needs Level may vary upward or downward, but shall not fall below the Basic Needs Level established pursuant to a Yukon First Nation Final Agreement, unless the affected Yukon First Nation consents.
- 16.9.10 Yukon First Nation Final Agreements may provide for special Harvesting rights for Yukon Indian People for Freshwater Fish. The purpose of the special Harvesting rights shall be to maintain the priority for Yukon Indian People's food fish needs over other uses.

Specific Provision

- 16.9.10.1 Government and the Selkirk First Nation shall, within five years of the Effective Date of this Agreement and at least every five years thereafter, jointly review whether the food Freshwater Fish needs of Selkirk People are being met, taking into account the following matters:

Specific Provision Cont'd

- (a) the Selkirk First Nation's assessment of the food Freshwater Fish needs of Selkirk People;
- (b) the harvest patterns of Selkirk People and changes to those patterns in respect of Freshwater Fish;
- (c) information regarding the matters set out in 16.9.6; and
- (d) any other available relevant information.

16.9.10.2 In conducting the joint review referred to in 16.9.10.1, Government and the Selkirk First Nation shall each provide to the other any available relevant information each has in its possession which would assist in reviewing whether the food Freshwater Fish needs of Selkirk People are being met.

16.9.10.3 If, as a result of the review referred to in 16.9.10.1, Government and the Selkirk First Nation determine that the food Freshwater Fish needs of Selkirk People are not being met, Government and the Selkirk First Nation shall attempt to agree on how best to meet them.

16.9.10.4 If the Selkirk First Nation and Government are unable to reach agreement under 16.9.10.3, either Government or the Selkirk First Nation may refer the matter to the dispute resolution process under 26.4.0.

16.9.10.5 If the Selkirk First Nation and Government are unable to reach agreement following dispute resolution referred to in 16.9.10.4, the Minister shall forward his decision to the Selkirk First Nation.

16.9.11 The special Harvesting rights for Freshwater Fish pursuant to 16.9.10 may include the designation of certain lakes as being primarily for food fishing by Yukon Indian People, or such other measures as the parties to a Yukon First Nation's Final Agreement may agree, in absence of any Basic Needs Level.

- 16.9.12 Where no special Harvesting rights for Freshwater Fish are negotiated pursuant to 16.9.10, Government shall ensure that the food Freshwater Fish needs of Yukon Indian People receive primary consideration in the allocation of Freshwater Fish resources.
- 16.9.13 Following a Yukon First Nation Final Agreement, a Yukon First Nation and Government may negotiate a Basic Needs Level for a species other than those species where Basic Needs Levels have already been negotiated.
- 16.9.14 Where a Basic Needs Level is established pursuant to 16.9.10 or 16.9.13, the provisions of 16.9.0 shall apply to the determination and allocation of the Total Allowable Harvest to Yukon First Nations and to other harvesters.
- 16.9.15 The Basic Needs Level established for a Yukon First Nation shall be without prejudice to the Basic Needs Level of any other Yukon First Nation.
- 16.9.16 In the event that the Total Allowable Harvest is less than a Basic Needs Level or an adjusted Basic Needs Level, Government, the Yukon First Nation, the Board and the affected Council shall endeavour to rehabilitate the population.

Edible Fish or Wildlife Product Usage

- 16.9.17 Where the primary reason for Harvesting Wildlife is for purposes other than food, Government and Yukon First Nations shall explore methods of acquiring any edible meat which is a by-product of the harvest to assist in satisfying the needs of Yukon Indian People for food.

16.10.0 Allocation of Salmon Harvest

Total Allowable Catch

- 16.10.1 The Sub-Committee, pursuant to 16.7.17.12(b), may recommend to the Minister the establishment, modification or removal of the Total Allowable Catch for Salmon from time to time in a drainage basin, but shall do so only if required:

- 16.10.1.1 for Conservation, public health or public safety;
 - 16.10.1.2 due to the inability of various Salmon species and populations to meet sustainable yield requirements as determined by scientific research and surveys and the special knowledge of Yukon Indian People; or
 - 16.10.1.3 to achieve the goals and objectives identified for Salmon species and populations in Salmon Harvesting and management plans; and
only to the extent reasonably necessary to achieve those ends.
- 16.10.2 The Sub-Committee, pursuant to 16.7.17.12(f), shall recommend to the Minister, for a drainage basin, the allocation of that portion of the Total Allowable Catch which remains after the basic needs allocations described in this chapter for Yukon First Nations have been made.

Basic Needs Allocation Considerations

- 16.10.3 In negotiating a basic needs allocation, the affected Yukon First Nation and Government shall consider the following:
- 16.10.3.1 the historical uses and Harvesting patterns of Yukon Indian People and other aboriginal groups;
 - 16.10.3.2 the Harvesting patterns of other residents of the Yukon;
 - 16.10.3.3 changing patterns of consumption;
 - 16.10.3.4 the statistics prepared by the Department of Fisheries and Oceans for the Indian food fishery within each drainage basin for the past five years;
 - 16.10.3.5 the ability of Salmon stocks within a drainage basin to meet the demands of the Yukon First Nations whose Traditional Territories include that drainage basin; and
 - 16.10.3.6 such other factors as the parties may agree.

Basic Needs Allocation of Salmon Fishery to Yukon First Nations

- 16.10.4 The total basic needs allocation for Yukon First Nations for each species of Salmon in the drainage basin of the Yukon River, and the allocation among the Yukon First Nations of that total basic needs allocation, is set out in Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter.
- 16.10.5 The basic needs allocation among the Yukon First Nations of Salmon set out in Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter, may be varied by agreement in writing of all affected Yukon First Nations and Government.
- 16.10.6 The basic needs allocation for the Champagne and Aishihik First Nations of each species of Salmon in the drainage basin of the Alsek River shall be set out in the Champagne and Aishihik First Nations Final Agreement.
- 16.10.7 The basic needs allocation for the Vuntut Gwitchin First Nation of each species of Salmon in the drainage basin of the Porcupine River shall be set out in the Vuntut Gwitchin First Nation Final Agreement.
- 16.10.8 Unless the affected Yukon First Nations otherwise agree, the basic needs allocation for a drainage basin shall have priority over all other fisheries in the allocation of the Total Allowable Catch. A basic needs allocation shall not be construed as a guarantee by Government that the allocation will actually be harvested by the Yukon First Nation.
- 16.10.9 Where the Total Allowable Catch is less than what is required to satisfy the basic needs allocations of Yukon First Nations within the Yukon River drainage basin, the Total Allowable Catch shall be distributed among the affected Yukon First Nations on a pro rata basis proportional to their share of the total basic needs allocation for that drainage basin.

- 16.10.10 Subject to 16.10.11, Government may adjust a Total Allowable Catch because of variations in the anticipated run size but only after Consultation with the Sub-Committee, and any such adjustment may be made in-season.
- 16.10.11 Where Government proposes to adjust the Total Allowable Catch under 16.10.10 and time does not permit Consultation with the Sub-Committee, Government may make the adjustment but it shall, within seven days, inform the Sub-Committee of the adjustment and solicit its continuing advice.
- 16.10.12 The Sub-Committee may recommend to the Minister that any adjustment made under 16.10.11 be varied or terminated pending the Sub-Committee's consideration of the issue.
- 16.10.13 Where:
- 16.10.13.1 a Total Allowable Catch is less than the total basic needs allocation in a season for the affected Yukon First Nations, and it is subsequently determined that the spawning escapement targets for Conservation were greater than was actually required for Conservation in that season; or
 - 16.10.13.2 subject to an agreement entered into pursuant to 16.10.8, Government allocates Salmon to other fisheries which results in there being insufficient Salmon available to a Yukon First Nation to harvest its basic needs allocation for a drainage basin,

Government shall, in subsequent years, allocate additional Salmon to the affected Yukon First Nations, in proportion to their share of the total basic needs allocation, from any Salmon which are not required for Conservation for that drainage basin, so that, over a six year period, the Yukon First Nations are allocated, on average, their total basic needs allocation.

16.10.14 Where a downstream Yukon First Nation harvests Salmon in excess of its basic needs allocation with the result that an upstream Yukon First Nation does not have available to it sufficient Salmon to meet its basic needs allocation, the Sub-Committee may, in subsequent years, reallocate a portion of the basic needs allocation of the downstream Yukon First Nation to the upstream Yukon First Nation to compensate for the over-harvesting of the downstream Yukon First Nation.

Allocation of Commercial Salmon Fishery to the Yukon First Nations

16.10.15 In accordance with 16.10.16, upon ratification of the Umbrella Final Agreement, Government shall issue a number of new additional Yukon commercial Salmon fishing licences to Yukon First Nations whose Traditional Territories include part of the Yukon River drainage basin.

16.10.16 The number of licences to be issued pursuant to 16.10.15 shall be the number equivalent to 26 percent of the Yukon commercial Salmon fishing licences in effect for the Yukon River drainage basin on the day immediately preceding the date of ratification of the Umbrella Final Agreement.

16.10.16.1 Following ratification of the Umbrella Final Agreement, the Yukon First Nations of the Yukon River drainage basin shall notify Government how the licences to be issued pursuant to 16.10.15 are to be allocated between them.

16.10.16.2 Upon receipt of notification pursuant to 16.10.16.1, Government shall issue, without fee, the licences to the affected Yukon First Nations.

16.10.17 The licences issued pursuant to 16.10.15 are not transferable except to another Yukon First Nation whose Traditional Territory includes part of the Yukon River drainage basin.

16.10.18 The allocation of commercial Salmon fishing licences in the drainage basin of the Alsek River for the Champagne and Aishihik First Nations shall be set out in the Champagne and Aishihik First Nations Final Agreement.

- 16.10.19 The allocation of commercial Salmon fishing licences in the drainage basin of the Porcupine River for the Vuntut Gwitchin First Nation shall be set out in the Vuntut Gwitchin First Nation Final Agreement.
- 16.10.20 Nothing in a Settlement Agreement prevents a Yukon Indian Person or a Yukon First Nation from acquiring a commercial Salmon or commercial sport fishing licence through the normal regulatory process, including, where applicable, the payment of licence fees, and such licences shall not be considered to be part of the allocation allocated under 16.10.15 or 16.10.16.

16.11.0 Trapline Management and Use

- 16.11.1 Yukon First Nation Final Agreements shall set out the manner in which Government, Councils, the Board and Yukon First Nations participate in the regulation, management and Use of Furbearers, including the manner in which local bylaws approved by the Council will be implemented.

Specific Provision

- 16.11.1.1 The participation of Government, Councils, the Board and the Selkirk First Nation in the regulation, management and Use of Furbearers is set out in 16.5.1, 16.6.10, 16.7.12 and 16.11.0.

General Guidelines for the Councils

- 16.11.2 In establishing local criteria for the management and Use of Furbearers in accordance with 16.6.10.6 and 16.6.10.7, the Councils shall provide for:
- 16.11.2.1 the maintenance and enhancement of the Yukon's wild fur industry and the Conservation of the fur resource; and
 - 16.11.2.2 the maintenance of the integrity of the management system based upon individual trapline identity, including individual traplines within group trapping areas.

Trapline Allocation Formula

- 16.11.3 Subject to 16.11.4, the overall allocation of traplines in each Yukon First Nation's Traditional Territory shall be approximately 70 percent held by Yukon Indian People and aboriginal people who are beneficiaries of Transboundary Agreements and approximately 30 percent held by other Yukon residents.
- 16.11.3.1 Subject to 16.11.3.2, 16.11.3.3 and 16.11.3.4, where the realization of the overall allocation in a Yukon First Nation's Traditional Territory pursuant to 16.11.3 would require that more traplines be allocated to Yukon Indian People, the acquisition of those additional traplines shall be completed within 25 years of the Effective Date of that Yukon First Nation's Final Agreement, unless the parties to the Yukon First Nation's Final Agreement otherwise agree.
- 16.11.3.2 Nothing in 16.11.3 shall be construed to require a person holding a trapline to sell or relinquish the trapline.
- 16.11.3.3 Nothing in 16.11.3 shall be construed to prevent a person holding a trapline, at the Effective Date of the Yukon First Nation Final Agreement of that Yukon First Nation in whose Traditional Territory the trapline is located, from transferring such trapline to a qualified member of the trapper's immediate family.
- 16.11.3.4 The Renewable Resources Council established for the Traditional Territory of a Yukon First Nation described in 16.11.3 shall establish additional criteria for the process by which the transition to the target set out in 16.11.3 is to be achieved, including transfers of traplines other than those pursuant to 16.11.3.3, which also may be permitted notwithstanding 16.11.3.1.
- 16.11.4 The Yukon First Nation Final Agreements for the Vuntut Gwitchin First Nation, the Champagne and Aishihik First Nations, the Teslin Tlingit Council, the Kluane First Nation, the Little Salmon/Carmacks First Nation and the Ross River Dena Council shall set out the overall allocation of traplines including their designation as Category 1 or Category 2 in those Yukon First Nations' Traditional Territories.

- 16.11.5 Except as provided in 16.11.4, where, in a Yukon First Nation's Traditional Territory, the overall percentage of traplines held by Yukon Indian People and aboriginal people who are beneficiaries of Transboundary Agreements is less than 70, that Yukon First Nation's Final Agreement shall set out the process by which the Yukon First Nation or a Yukon Indian Person enrolled under that Yukon First Nation's Final Agreement may acquire additional traplines in order to raise the overall percentage to 70.

Specific Provision

- 16.11.5.1 The process required by 16.11.5 is the process set out in 16.11.3.1 to 16.11.3.4.

- 16.11.6 Up to 70 percent of the traplines in the Traditional Territory of a Yukon First Nation may be designated as Category 1 Traplines.

- 16.11.7 Category 1 Traplines shall be identified in a schedule to the Yukon First Nation's Final Agreement.

Specific Provision

- 16.11.7.1 Category 1 Traplines in the Traditional Territory of the Selkirk First Nation are identified in Schedule C - Category 1 Traplines, attached to this chapter.

- 16.11.8 A trapline shall be designated Category 1 only with the written consent of the registered holder of that trapline.

- 16.11.9 Where less than 70 percent of the traplines within a Yukon First Nation's Traditional Territory are designated as Category 1 pursuant to 16.11.7, that Yukon First Nation's Final Agreement shall set out the process by which additional traplines may be designated as Category 1 Traplines.

Specific Provision

- 16.11.9.1 The following is the process required by 16.11.9:
- (a) the Selkirk First Nation shall provide Government with proof of the consent required by 16.11.8 and shall provide Government and the Council with notice that it has designated the trapline to be a Category 1 Trapline.

Trapline Allocation Process

- 16.11.10 The Council shall regularly review the use of traplines and make recommendations to the Minister and Yukon First Nations on the assignment and reassignment of all new, vacant and under-utilized traplines pursuant to criteria that it establishes in accordance with 16.6.10.6 and 16.6.10.7, as follows:
- 16.11.10.1 new and vacant traplines shall be assigned with regard to criteria established by the Council and, to the extent possible, in accordance with 16.11.3;
 - 16.11.10.2 additional criteria for the allocation of Category 1 Traplines may be established by a Yukon First Nation;
 - 16.11.10.3 Category 1 Traplines may be temporarily assigned to other qualified Yukon residents, but such assignment shall not alter the Category 1 status of the trapline;
 - 16.11.10.4 upon mutual agreement between the trappers concerned, and with the approval of the Council, the Yukon First Nation and the Minister, a trade may be arranged between Category 1 and Category 2 Traplines, with consequent re-designation of the status of the traplines;

- 16.11.10.5 the Yukon and the Council shall maintain a register of Category 1 and Category 2 Traplines, and the Yukon First Nation shall also maintain a register of Category 1 Traplines;
- 16.11.10.6 for Category 1 Traplines, the final allocation authority shall rest with the Yukon First Nation;
- 16.11.10.7 for Category 2 Traplines, the final allocation authority shall rest with the Minister;
- 16.11.10.8 a Yukon First Nation, Government or any affected Person may refer any dispute arising out of 16.11.10 to the dispute resolution process under 26.4.0; and
- 16.11.10.9 a Yukon First Nation Final Agreement may set out additional provisions for trading Category 1 and Category 2 Traplines.

Interim Protection

- 16.11.11 The parties to the Umbrella Final Agreement agree not to reduce the number of traplines currently held by Yukon Indian People in a Yukon First Nation's Traditional Territory until the Effective Date of the Yukon First Nation Final Agreement, provided the Yukon First Nation Final Agreement is ratified before May 29, 1994 or within 24 months of commencement of negotiation of that Yukon First Nation Final Agreement, whichever comes sooner.

Trapline Development

- 16.11.12 Subject to 6.6.0 and Laws of General Application, holders, other than Yukon Indian People, of traplines on Settlement Land may construct and occupy, on Settlement Land, such cabins as are necessary for the reasonable use and enjoyment of traplines, and may cut necessary trails on their traplines.

Compensation

- 16.11.13 Yukon Indian People holding traplines whose Furbearer Harvesting opportunities will be diminished due to other resource development activities shall be compensated. Government shall establish a process following the Effective Date of the Yukon First Nation's Final Agreement for compensation, including designation of the Persons responsible for compensation.
- 16.11.13.1 Nothing in 16.11.13 shall be construed to affect a Yukon Indian Person's right to compensation pursuant to Law before the process in 16.11.13 is established.

Government Access

- 16.11.14 The designation of a trapline as Category 1 shall not restrict access by Government, in accordance with the provisions of the Umbrella Final Agreement, to that trapline to handle or collect animals for scientific or management reasons.

16.12.0 Access for Wildlife Harvesting on Settlement Land

- 16.12.1 Any trapper whose trapline is wholly or partially on Settlement Land shall continue to exercise all rights as a trapper to his or her existing trapline without fee in accordance with Settlement Agreements and Laws of General Application and bylaws established by the Council.
- 16.12.2 Where a Category 2 Trapline lies wholly or in part on Settlement Land, the holder of the trapline shall elect either to:
- 16.12.2.1 retain that portion of the trapline on Settlement Land and exercise the rights pursuant to 16.12.1;
 - 16.12.2.2 make the trapline available for exchange for another trapline; or
 - 16.12.2.3 sell that portion of the trapline on Settlement Land to the affected Yukon First Nation.

- 16.12.3 Subject to 16.12.4 and 16.12.10, any Person has a right of access to enter and stay on Undeveloped Category B Settlement Land without the consent of the affected Yukon First Nation for the purpose of non-commercial Harvesting of Fish and Wildlife, if permitted by, and in accordance with Laws which apply to lands under the administration and control of the Commissioner.
- 16.12.4 The Minister of the Yukon responsible for Fish and Wildlife may, on his own initiative or at the request of a person or entity holding title to any Parcel which is or was Category B Settlement Land from which the Public Access for Wildlife Harvesting is reserved, release and discharge the Public Access for Wildlife Harvesting in respect of that Parcel in whole or in part on such terms and conditions as he decides.
- 16.12.5 Subject to Settlement Agreements, and notwithstanding a Yukon First Nation's ownership of the Bed of waterbodies set out in Chapter 5 — Tenure and Management of Settlement Lands, Government reserves the right to manage the fishery and to determine who may fish in those waterbodies which are adjacent to a Waterfront Right-of-Way.
- 16.12.6 Where a Yukon First Nation owns the Bed of a waterbody and there is no adjacent Waterfront Right-of-Way, that Yukon First Nation has an exclusive right to fish in that portion of the Bed of the waterbody owned by the Yukon First Nation unless otherwise agreed in Settlement Agreements.
- 16.12.7 An outfitting concession holder has the right of access to cross and to make necessary stops on Settlement Land to reach that outfitting area without the consent of the affected Yukon First Nation. The outfitting concession holder's right of access shall include the right to erect temporary camps and to graze horses incidental to such access, and to travel over the land with employees and clients and their equipment but shall not include the right to hunt thereon or to erect any permanent camp thereon.
- 16.12.8 Yukon First Nations whose final land selections may adversely affect existing outfitting concessions shall negotiate with the outfitting concession holder to determine terms and conditions that can be established to mitigate any impact on the outfitting concession.

- 16.12.9 To the extent the impact of final land selections on existing outfitting concessions cannot be resolved through negotiations between the outfitting concession holder and a Yukon First Nation, Government will compensate the outfitting concession holder for provable loss caused by the concession holder's inability to use Settlement Land within that concession area for outfitting. Provable loss shall be defined prior to the enactment of Settlement Legislation.
- 16.12.10 The rights of access provided by 16.12.3 and 16.12.7 are subject to the conditions that there shall be no:
- 16.12.10.1 significant damage to Settlement Land or to improvements on Settlement Land;
 - 16.12.10.2 mischief committed on Settlement Land;
 - 16.12.10.3 significant interference with the use and peaceful enjoyment of its Settlement Land by the Yukon First Nation;
 - 16.12.10.4 fee or charge payable to the affected Yukon First Nation other than that provided for in 16.5.1.13 and 16.5.1.14; or
 - 16.12.10.5 compensation for damage other than significant damage.
- 16.12.11 A Person who fails to comply with the conditions in 16.12.10.1, 16.12.10.2 or 16.12.10.3 shall be considered a trespasser with respect to that incident of access.
- 16.13.0 Training and Education**
- 16.13.1 The parties to the Umbrella Final Agreement shall immediately investigate the needs, opportunities and structures required to ensure the adequate development of human resources needed by Yukon First Nations and other Yukon residents in renewable resources management and related economic development opportunities. The parties to the Umbrella Final Agreement agree to design the structures necessary to develop these human resources.

16.13.2 The Yukon shall provide trapper training programs, designed in collaboration with Yukon First Nations and the Councils, for Yukon Indian People as required from time to time, to encourage effective involvement of trappers in the management and development of traplines. Unless the Yukon otherwise decides, these training programs shall be provided for 10 years from the enactment of Settlement Legislation.

16.13.3 Government and Yukon First Nations shall cooperate in providing cross-cultural orientation and education for Board, Sub-Committee and Council members.

16.14.0 Implementation Provisions

16.14.1 Settlement Legislation shall provide:

16.14.1.1 that on the Effective Date of a Yukon First Nation's Yukon First Nation Final Agreement, subsection 19(3) of the Yukon Act, R.S.C. 1985, c. Y-2 ceases to apply in respect of both:

(a) persons eligible to be enrolled under that agreement; and

(b) the Traditional Territory of that Yukon First Nation; and

16.14.1.2 for the repeal of subsection 19(3) of the Yukon Act, R.S.C. 1985, c. Y-2 on the first day on which all Yukon First Nation Final Agreements have been given effect. *

16.15.0 Harvest Support Program

16.15.1 The parties to the Umbrella Final Agreement agree to complete a feasibility study on the design of a Harvesting support program in the Yukon prior to Settlement Legislation.

* As amended. See note to 2.2.13.

SCHEDULE A

DETERMINATION OF BASIC NEEDS ALLOCATION FOR THE DRAINAGE BASIN OF THE YUKON RIVER

1.0 Definitions

In this schedule, the following definitions shall apply.

"Contractor" means the contractor appointed pursuant to 3.7.

"Minister" means the Minister of Fisheries and Oceans.

"Study" means the Yukon River Drainage Basin Salmon Harvest Study.

"Yukon First Nation" and "Yukon First Nations" have the same meaning as in Chapter 1 - Definitions, but do not include the Liard First Nation.

2.0 General

2.1 A basic needs allocation required by 16.10.4 shall be determined for each Yukon First Nation in accordance with 3.0 or 4.0.

2.2 Harvesting of Salmon pursuant to 16.4.2 by Yukon Indian People enrolled under the Yukon First Nation Final Agreement of a Yukon First Nation for which a basic needs allocation for Salmon has been established shall thereafter be limited to the basic needs allocation.

2.3 The provisions of 16.4.4.1 shall not apply to a Yukon First Nation until every Yukon First Nation's basic needs allocation has been established.

3.0 Yukon River Drainage Basin Salmon Harvest Study

3.1 The Council for Yukon Indians and the Minister shall jointly cause the Study to be carried out.

- 3.2 The purpose of the Study is to determine for each Yukon First Nation, the arithmetic average of the actual annual harvest of all species of Salmon in the drainage basin of the Yukon River by persons eligible to be enrolled as Yukon Indian People under the Final Agreement of a Yukon First Nation.
- 3.3 Subject to 3.4, the actual annual harvest for the study shall be determined during a five year period.
- 3.4 If, during the Study, the exercise of the right under 16.4.2 to harvest Salmon for Subsistence is actually limited pursuant to 16.3.3, the Contractor will, at the request of the Salmon Sub-Committee, eliminate from the Study the year in which the limitation occurs and the Study will be extended by one year, provided that the Study shall be completed in no more than eight years regardless of the number of years which are eliminated under this provision.
- 3.5 The Council for Yukon Indians and the Minister shall negotiate terms of reference for the Study within six months after the effective date of Settlement Legislation, failing which, either party may refer any outstanding matter to the dispute resolution process under 26.3.0.
- 3.6 The terms of reference for the Study shall include:
- 3.6.1 an initial one year period during which the Contractor is to assist the Yukon First Nations, Government and other interested parties to prepare for the Study so as to best ensure the accuracy of the Study;
- 3.6.2 a requirement that the Contractor consider how to balance the change over time in the population of a Yukon First Nation with the factors listed in 16.10.3 in a better way than is reflected in 3.9.1;
- 3.6.3 the other requirements of this schedule; and
- 3.6.4 such other provisions as the parties may agree.

- 3.7 The Council for Yukon Indians and the Minister shall, within four months after completing the terms of reference, jointly appoint an independent contractor to carry out the Study, and, failing agreement, either party may refer the matter of the appointment to arbitration under 26.7.0.
- 3.8 An arbitrator acting pursuant to 3.7 shall appoint an independent contractor in accordance with the terms of reference and any bidding criteria the parties have agreed to.
- 3.9 The basic needs allocation for Salmon for a Yukon First Nation shall be determined in accordance with 3.9.1 or 3.9.2.
- 3.9.1 The basic needs allocation for Salmon for a Yukon First Nation shall be the greater of:
- 3.9.1.1 the arithmetic average of the actual annual harvest of Salmon for the years of the Study which are not eliminated pursuant to 3.4, plus 10 percent of that number; and
 - 3.9.1.2 the percentage of the Total Allowable Catch which is equal to the basic needs allocation determined under 3.9.1.1 divided by the Total Allowable Catch arithmetically averaged over the years of the Study which are not eliminated pursuant to 3.4.
- 3.9.2 If, within three months of the release of the results of the Study, a Yukon First Nation so requests, the Minister and the Yukon First Nation will negotiate with a view to agreeing to make changes to 3.9.1 to balance better the change over time in population of the Yukon First Nation with the factors listed 16.10.3, and each party will consider in negotiations the recommendations of the contractor referred to in 3.6.2 and the factors described in 16.10.3.
- 3.9.3 If, after one year following the request to negotiate, the parties have not reached agreement, either party may, within a further 30 days, refer any outstanding matter to the dispute resolution process under 26.4.0.

3.9.4 If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution, the basic needs allocation for the Yukon First Nation shall be as set out in 3.9.1.

4.0 Negotiation of a Basic Needs Allocation

4.1 The Minister and a Yukon First Nation, at the request of the Yukon First Nation, may, at any time before the end of the second year of the Study, negotiate a basic needs allocation for Salmon for that Yukon First Nation in accordance with 16.10.3, and thereafter the Study shall no longer include that Yukon First Nation.

SCHEDULE B

ALLOCATION OF TOTAL ALLOWABLE HARVEST FOR MOOSE

1.0 Definitions

In this schedule, the following definition shall apply.

"Available Harvest in the Traditional Territory" means the total number of moose in the entire Traditional Territory of the Selkirk First Nation which are not required for Conservation.

2.0 Allocation

- 2.1 When the Available Harvest in the Traditional Territory is as set out in column 1 of the following table, Government shall allocate to the Selkirk First Nation that portion of the Total Allowable Harvest established for moose for all or part of the Traditional Territory of the Selkirk First Nation set out in the corresponding row of column 2.
- 2.2 In determining the Available Harvest in the Traditional Territory for the purposes of 2.1, Government shall Consult with the Selkirk First Nation and the Council and shall consider scientific research and the special knowledge and experience of Selkirk People.

Column 1	Column 2
Available Harvest in the Traditional Territory	Portion of Total Allowable Harvest
76 or more	75%
75	76%
73 and 74	77%
71 and 72	78%
69 and 70	79%
67 and 68	80%
64 to and including 66	81%
62 and 63	82%
60 and 61	83%
58 and 59	84%
57	85%
55 and 56	86%
53 and 54	87%
51 and 52	88%
49 and 50	89%
47 and 48	90%
45 and 46	91%
43 and 44	92%
42	93%
40 and 41	94%
38 and 39	95%
36 and 37	96%
35	97%
33 and 34	98%
31 and 32	99%
1 to and including 30	100%

SCHEDULE C

CATEGORY 1 TRAPLINES

1.0 List of Category 1 Traplines in the Traditional Territory of the Selkirk First Nation

1.1 The following are Category 1 Traplines:

101	David Johnnie
122	Danny Roberts
131	Teddy Charlie
135	Eddie Tom Tom
140	Stanley Jonathan
141	Johnny Simon
146	George McGinty
159	Alex Joe
160	Steven Silverfox
161	Sam Silverfox
162	David Tom Tom

1.2 This schedule will be amended as trappers give consent to have their traplines designated as Category 1 Traplines.

CHAPTER 17 - FOREST RESOURCES

17.1.0 Definitions

In this chapter, the following definitions shall apply.

Specific Provision

"Extra Fire Fighters" means personnel, other than regular employees or seasonally employed crews, hired on a casual basis for forest fire fighting activities.

"Forest Resources Management" includes forest conservation, reforestation and silviculture.

"Forest Resources" includes all flora in a wild state.

"Tree" means a single-stemmed perennial woody plant in a wild state.

17.2.0 General

17.2.1 Subject to its Settlement Agreement, each Yukon First Nation shall own, manage, allocate and protect the Forest Resources on its Settlement Land.

17.2.2 The Minister shall Consult with the affected Renewable Resources Councils:

17.2.2.1 prior to establishing a new policy likely to significantly affect Forest Resources Management, allocation or forestry practices; and

- 17.2.2.2 prior to recommending to Parliament or the Legislative Assembly, as the case may be, Legislation concerning Forest Resources in the Yukon.
- 17.2.3 Nothing in this chapter applies to a National Park, a national park reserve or a national historic site administered by the Canadian Parks Service.
- 17.3.0 Forest Resources Harvesting**
- 17.3.1 Subject to this chapter:
- 17.3.1.1 Yukon Indian People shall have the right, during all seasons of the year, to harvest Forest Resources on Crown Land for purposes incidental to the exercise of their traditional pursuits of hunting, fishing, trapping and gathering;
- 17.3.1.2 each Yukon First Nation shall have the right, during all seasons of the year, to harvest Trees on Crown Land to a maximum of 500 cubic metres per calendar year to provide for non-commercial community purposes; and
- 17.3.1.3 Yukon Indian People shall have the right during all seasons of the year to harvest Forest Resources on Crown Land incidental to the practice of their traditional customs, culture and religion or for the traditional production of handicrafts and implements.
- 17.3.2 The rights provided by 17.3.1 are subject to Legislation enacted for reasons of Forest Resources Management, land management, Conservation, protection of the environment, and for public health and public safety.
- 17.3.3 For the purposes of 17.3.1, where Legislation referred to in 17.3.2 requires the issuance of a permit or licence, such permit or licence issued to a Yukon Indian Person or a Yukon First Nation, as the case may be, shall be without fee.

- 17.3.4 The rights set out in 17.3.1 do not apply to Crown Land:
- 17.3.4.1 where the exercise of a right conflicts with the carrying out of any activity authorized by Government;
 - 17.3.4.2 that is subject to a surface lease or an agreement for sale, unless the Person, other than Government, holding such interest consents; or
 - 17.3.4.3 where access by the public is limited or prohibited.
- 17.3.5 Yukon Indian People may dispose of Trees harvested pursuant to 17.3.1 by way of gift, trade, barter or sale to other Yukon Indian People and to aboriginal people who are beneficiaries of Transboundary Agreements for the purposes described in 17.3.1.
- 17.3.6 Nothing in 17.3.1 shall be construed to:
- 17.3.6.1 confer a right of ownership of Forest Resources upon a Yukon Indian Person or a Yukon First Nation;
 - 17.3.6.2 guarantee the supply of Forest Resources to a Yukon Indian Person or Yukon First Nation;
 - 17.3.6.3 preclude any Person from harvesting Forest Resources on Crown Land if permitted by and in accordance with Laws of General Application; or
 - 17.3.6.4 entitle Yukon Indian People or a Yukon First Nation to any priority of use, or right to any compensation for damage to, or loss of, Forest Resources or harvesting opportunities on Crown Land.

17.4.0 Renewable Resources Councils

- 17.4.1 A Renewable Resources Council may make recommendations to the Minister and the affected Yukon First Nation with respect to Forest Resources Management on Settlement Land and Non-Settlement Land within that Yukon First Nation's Traditional Territory, including:
- 17.4.1.1 the coordination of Forest Resources Management throughout the Yukon and in the relevant Traditional Territory;
 - 17.4.1.2 the need for, and the content and timing of, Forest Resources inventories and management plans;
 - 17.4.1.3 the policies, programs and Legislation which affect Forest Resources;
 - 17.4.1.4 proposals for Forest Resources research;
 - 17.4.1.5 forest fire suppression plans, including the human, technical and financial resources required, the definition and establishment of priority zones for fire fighting and procedures for the monitoring, periodic review and amendment of the plans;
 - 17.4.1.6 the allocation and use of Forest Resources for commercial purposes, including the terms and conditions of tenure, standards of operation, rates of harvest and means of access to Forest Resources;
 - 17.4.1.7 employment opportunities and training requirements in Forest Resources Management and commercial Forest Resources harvesting;

- 17.4.1.8 measures for the control of forest pests and diseases; and
- 17.4.1.9 other matters relating to the protection and management of Forest Resources.
- 17.4.2 Upon request by a Renewable Resources Council, the Minister and a Yukon First Nation may make available to the Council information in their possession with respect to the following:
 - 17.4.2.1 Forest Resources inventories;
 - 17.4.2.2 Forest Resources Management plans;
 - 17.4.2.3 proposals for Forest Resources research; or
 - 17.4.2.4 information on policies and programs related to Forest Resources.
- 17.4.3 Renewable Resources Councils shall cooperate with each other and with Yukon First Nations in matters of common concern and shall explore means of coordinating their activities.
- 17.4.4 Yukon First Nations shall cooperate with each other and with Renewable Resources Councils in matters of common concern and shall explore means of coordinating their activities.
- 17.4.5 A Renewable Resources Council may submit a budget for costs of carrying out its responsibilities under this chapter as a part of the budget submitted under 16.6.7.

17.5.0 Forest Resources Management Plans

- 17.5.1 The Minister may prepare, approve and implement plans for Forest Resources Management on Non-Settlement Land.
- 17.5.2 A Yukon First Nation may prepare, approve and implement plans for Forest Resources Management on its Settlement Land.
- 17.5.3 After Consultation with Yukon First Nations, the Minister shall establish the order in which plans for Forest Resources Management are to be developed. The Minister shall Consult with Yukon First Nations prior to changing the order established.
- 17.5.4 The timing for the development of Forest Resources Management plans for each Yukon First Nation's Traditional Territory shall be addressed in Yukon First Nation Final Agreements.

Specific Provision

- 17.5.4.1 The Minister, in Consultation with the Selkirk First Nation and the Selkirk Renewable Resources Council, shall determine the timing for the development of Forest Resources Management plans for the Traditional Territory of the Selkirk First Nation.
- 17.5.4.2 The Minister, in Consultation with the Selkirk First Nation, shall determine the need for and the timing of the preparation of any inventory of Trees on Crown Land in the Traditional Territory of the Selkirk First Nation and the Minister and the Selkirk First Nation shall agree on the order in which areas shall be inventoried, and failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0.
- 17.5.4.3 If Government proposes to undertake any work related to an inventory of Trees on Crown Land in the Traditional Territory of the Selkirk First Nation, it shall Consult with the Selkirk First Nation to determine whether it wishes to participate in such work on a cost sharing basis in order to obtain similar information on land held by the Selkirk First Nation.

Specific Provision Cont'd

17.5.4.4 The Minister shall provide to the Selkirk First Nation the results of any inventory of Trees on Crown Land in the Traditional Territory of the Selkirk First Nation on the same cost recovery basis as such results would be provided to any other Person.

17.5.5 When developing Forest Resources Management plans, the Minister and the Yukon First Nations shall take into account the following:

17.5.5.1 the principle of sustainable use of Forest Resources;

17.5.5.2 the principle of an integrated and balanced approach to the management and protection of interests in and uses of Forest Resources in a watershed;

17.5.5.3 the principle of integrated Forest Resources Management on Settlement Land and Non-Settlement Land;

17.5.5.4 the Forest Resources harvesting and management customs of Yukon Indian People;

17.5.5.5 Fish and Wildlife Harvesting rights and management plans as set out in Chapter 16 - Fish and Wildlife;

17.5.5.6 the knowledge and experience both of the Yukon Indian People and scientific communities in Forest Resources Management and use; and

17.5.5.7 the principle of implementing the plan on a watershed basis.

17.5.6 A Forest Resources Management plan may provide guidelines in respect of:

- 17.5.6.1 Forest Resources pest and disease control;
 - 17.5.6.2 standards for the use of Forest Resources;
 - 17.5.6.3 terms, conditions and areas for the harvesting of Forest Resources;
and
 - 17.5.6.4 such other matters as the Yukon First Nation or the Minister may request.
- 17.5.7 The Minister shall consider whether a management inventory of Trees is necessary on Non-Settlement Land for the preparation of a Forest Resources Management plan.
- 17.5.8 If the Minister considers that a management inventory pursuant to 17.5.7 is necessary, the Minister shall complete the inventory before the development of the Forest Resources Management plan.
- 17.5.9 The Minister shall make available to each Yukon First Nation, before its final land selections are signed by the negotiators for its Yukon First Nation Final Agreement, all information that Government possesses concerning any inventory of Trees on land available for selection by that Yukon First Nation.
- 17.6.0 Relationship between Forest Resources Management and Other Processes**
- 17.6.1 A Forest Resources Management plan and a forest fire management plan shall be consistent with any approved regional land use plans.
- 17.6.2 Yukon First Nations and Government shall manage, allocate and protect their respective Forest Resources in a manner consistent with any recommendations approved in accordance with Chapter 12 - Development Assessment.

17.7.0 Forest Resources Pest and Disease Control

- 17.7.1 Where Forest Resources are threatened by pests or diseases a Yukon First Nation shall Consult the Minister before applying or permitting the application of pesticides and herbicides on Settlement Land.
- 17.7.2 Where Forest Resources are threatened by pests or diseases the Minister shall Consult the affected Yukon First Nation before applying pesticides and herbicides on Crown Land within that Yukon First Nation's Traditional Territory.
- 17.7.3 Where a pest or disease affects Forest Resources on Settlement Land, Government and the affected Yukon First Nation shall take such action as they may agree to control the problem.
- 17.7.4 The application of pesticides or herbicides pursuant to 17.7.1, 17.7.2, and 17.7.3 shall be subject to Chapter 12 - Development Assessment.
- 17.7.5 In emergency situations, nothing in 17.7.1 to 17.7.4 shall be construed to restrict the Minister's authority to control pests or diseases which threaten Forest Resources.

17.8.0 Forest Resources Protection

- 17.8.1 Nothing in this chapter shall be construed to obligate Government to fight forest fires.
- 17.8.2 Government shall Consult with each Yukon First Nation on general priorities for fighting forest fires on that Yukon First Nation's Settlement Land and on adjacent Non-Settlement Land.
- 17.8.3 For a period of five years after the Effective Date of a Yukon First Nation Final Agreement, Government shall continue to fight forest fires on that Yukon First Nation's Settlement Land:

17.8.3.1 in accordance with Government policy from time to time for fighting forest fires on Crown Land in the Yukon; and

17.8.3.2 within the financial and other resources available to Government from time to time for fighting forest fires on Crown Land in the Yukon.

17.8.4 Government may take any action it considers necessary on Settlement Land for control or extinguishment of forest fires. Where practicable, Government shall give notice to the affected Yukon First Nation prior to taking such action.

17.9.0 Third Party Interests

17.9.1 Unless otherwise agreed in a Yukon First Nation Final Agreement, where Settlement Land includes land to which a timber harvesting agreement applies:

17.9.1.1 on the Effective Date of a Yukon First Nation's Final Agreement; or

17.9.1.2 where the land becomes Settlement Land after the Effective Date of a Yukon First Nation's Final Agreement, on the date the land is transferred to the Yukon First Nation,

the holder of the agreement shall be entitled to exercise all rights granted by or pursuant thereto as if the land had not become Settlement Land.

17.10.0 Access

17.10.1 The holder of a commercial timber permit on Settlement Land which was in existence on the Effective Date of a Yukon First Nation Final Agreement shall have a right of access to use Settlement Land covered by the permit for purposes related to the commercial timber permit without the consent of the affected Yukon First Nation. The terms and conditions of the right of access shall be determined by the Minister as if that land had not become Settlement Land.

17.10.2 The holder of a commercial timber permit shall have a right of access to cross and make necessary stops on Settlement Land to reach adjacent land or to reach Settlement Land subject to that commercial timber permit with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out terms and conditions.

17.10.3 Where Settlement Land is subject to a timber harvesting agreement, the holder of the timber harvesting agreement shall have a right of access, including the right to construct new access, to use Settlement Land subject to the timber harvesting agreement for purposes related to that agreement without the consent of the affected Yukon First Nation. The terms and conditions of any right of access shall be determined by the Minister as if that land had not become Settlement Land.

17.10.4 The holder of a timber harvesting agreement shall have a right of access to cross and make necessary stops on Settlement Land to reach the adjacent land or to reach Settlement Land subject to the timber harvesting agreement with the consent of the affected Yukon First Nation, or failing consent, with an order of the Surface Rights Board setting out terms and conditions.

17.10.5 The Surface Rights Board shall not make an order for access pursuant to 17.10.2 and 17.10.4, unless the holder seeking access satisfies the Board that:

17.10.5.1 such access is reasonably required; and

17.10.5.2 such access is not also practicable and reasonable across Crown Land.

17.11.0 Application of Access Rights on Developed Settlement Land

17.11.1 Subject to 17.11.2, the provisions of 17.10.0 do not apply to Developed Settlement Land.

17.11.2 Where a commercial timber permit or the timber harvesting agreement described in 17.10.0 is on a Parcel of Developed Settlement Land, any right of access provided under 17.10.0 applies on that Parcel.

17.12.0 Conditions of Access

17.12.1 The rights of access provided by 17.10.1 and 17.10.3 are subject to the conditions that there shall be no:

17.12.1.1 unnecessary damage to Settlement Land or significant damage to improvements on Settlement Land;

17.12.1.2 mischief committed on Settlement Land;

17.12.1.3 unnecessary interference with the use and peaceful enjoyment by the Yukon First Nation of its Settlement Land;

17.12.1.4 fee or charge payable to the affected Yukon First Nation; or

17.12.1.5 compensation for damage other than unnecessary damage to Settlement Land or significant damage to improvements on Settlement Land.

17.12.2 A person who fails to comply with the conditions in 17.12.1.1, 17.12.1.2 and 17.12.1.3 shall be considered a trespasser with respect to that incident of access.

17.13.0 Other Access Rights

17.13.1 Nothing in this chapter shall be construed to prevent the holder of a commercial timber permit or timber harvesting agreement from exercising a right of access pursuant to a Settlement Agreement.

17.14.0 Economic Opportunities

- 17.14.1 Government shall, at the time it publicly invites tenders for Forest Resources Management or forest protection within a Yukon First Nation's Traditional Territory, provide a written notice of the tender to that Yukon First Nation.
- 17.14.2 When negotiating a Yukon First Nation Final Agreement, the parties to that Yukon First Nation Final Agreement shall address economic opportunities for the Yukon First Nation in the management, protection and harvesting of Forest Resources.

Specific Provision

- 17.14.2.1 Nothing in this Agreement shall be construed to affect the ability of the Selkirk First Nation to apply for and obtain a commercial timber permit on Non-Settlement Land or to negotiate a timber harvesting agreement with Government in accordance with Laws of General Application.
- 17.14.2.2 Government shall provide written notice to the Selkirk First Nation of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of the Selkirk First Nation.
- 17.14.2.3 Government shall include the Selkirk First Nation in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of the Selkirk First Nation.
- 17.14.2.4 The Selkirk First Nation shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with silviculture within the Traditional Territory of the Selkirk First Nation upon the same terms and conditions as would be offered to others.
- 17.14.2.5 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the public tender process or the contract awards resulting therefrom.

Specific Provision Cont'd

- 17.14.2.6 Any failure to include the Selkirk First Nation in any invitational tender for contracts pursuant to 17.14.2.3 shall not affect the invitational tender process or the contract awards resulting therefrom.
- 17.14.2.7 Any failure to provide a first opportunity pursuant to 17.14.2.4 shall not affect any contract entered into associated with silviculture within the Traditional Territory of the Selkirk First Nation.
- 17.14.2.8 Government shall include a criterion for employment of Selkirk People or engagement of Selkirk Firms in any contract opportunities associated with silviculture in the Traditional Territory of the Selkirk First Nation.
- 17.14.2.9 Nothing in 17.14.2.8 shall be construed to mean that a criterion for employment of Selkirk People or engagement of Selkirk Firms shall be the determining criterion in awarding any contract.
- 17.14.2.10 Where Government requires Extra Fire Fighters to fight forest fires within the Traditional Territory of the Selkirk First Nation it shall, where practicable, hire Selkirk People.
- 17.14.2.11 Government shall, prior to April 1st of each year, Consult with the Selkirk First Nation with a view to identifying economic and employment opportunities for Selkirk People associated with fighting forest fires in the Traditional Territory of the Selkirk First Nation.

CHAPTER 18 - NON-RENEWABLE RESOURCES

18.1.0 Specified Substances

- 18.1.1 A Yukon First Nation having a Specified Substances Right and a Person having a Mineral Right shall exercise those rights so far as practicable in a manner that the exercise of one right does not interfere with the exercise of the other right.
- 18.1.2 In the event that there is conflict between the exercise of the Specified Substances Right and the exercise of the Mineral Right, either the Yukon First Nation or the Person having the Mineral Right may apply to the Surface Rights Board.
- 18.1.3 Subject to 18.1.4, on an application under 18.1.2, the Surface Rights Board shall make an order specifying the terms and conditions of exercising either the Specified Substances Right or the Mineral Right or both so as to reduce such interference as far as practicable and, to the extent that interference with the exercise of the Specified Substances Right cannot be avoided, the Board shall give priority to the Person having the Mineral Right subject only to the payment of compensation to the Yukon First Nation for:
- 18.1.3.1 interference with the exercise of the Specified Substances Right;
and
 - 18.1.3.2 loss of opportunity to exercise the Specified Substances Right, taking into account the associated production cost incurred by the Person holding the Mineral Right.
- 18.1.4 The holder of an Existing Mineral Right is not required to pay compensation under 18.1.3.

18.1.5 Subject to any order of the Surface Rights Board issued pursuant to 18.1.3, any Person exercising a Mineral Right has a right to take, use, encounter, damage or destroy any Specified Substance incidental to the exercise of that Mineral Right without compensation to a Yukon First Nation.

18.1.6 Subject to 18.1.7, any Specified Substance taken, used, encountered, damaged or destroyed under 18.1.5 shall become the property of the Person exercising the Mineral Right.

18.1.7 A Person who has acquired a property interest in any Specified Substance pursuant to 18.1.6 is deemed to have forfeited all his proprietary rights therein upon expiry or termination of his Mineral Right, and thereafter the Yukon First Nation shall have the right to take and use that Specified Substance without compensation to that Person.

18.2.0 Quarries

18.2.1 In 18.2.0, the following definition shall apply.

"Government" includes the agents and contractors of Government.

18.2.2 Government shall endeavour to identify any Quarry required for public purposes within each Yukon First Nation's Traditional Territory before the final land selections for that Yukon First Nation have been signed by the negotiators to that Yukon First Nation Final Agreement.

18.2.3 Where reasonable and practicable to do so, Government shall endeavour to locate any Quarry on Non-Settlement Land.

18.2.4 Where reasonable and practicable to do so, Government shall endeavour to eliminate the use of Quarry sites on Settlement Land by locating an alternative Quarry on Non-Settlement Land.

18.2.5 Where Government has not identified adequate Quarries for public purposes before the final land selections have been signed by the negotiators to that Yukon First Nation Final Agreement, that Yukon First Nation Final Agreement shall set out:

18.2.5.1 a time period for further identification of any Quarry on Settlement Land which, unless the parties to that Yukon First Nation Final Agreement otherwise agree, shall be two years from the Effective Date of the Yukon First Nation Final Agreement;

18.2.5.2 the area within the Traditional Territory that is subject to further identification of Quarries on Settlement Land; and

Specific Provision

(a) The following Parcels of Selkirk First Nation Settlement Land are subject to further identification of Quarries pursuant to 18.2.5.2:

(i) those portions of Parcel R-1B lying within one kilometre of the centre line of the 60 metre right-of-way for the road known as the Pelly Ranch Road or within one kilometre of the centre line of a 60 metre right-of-way for the proposed Pelly Ranch Road Realignment, both shown approximately by dashed lines designated as Pelly Ranch Road and Pelly Ranch Road Realignment, respectively, on Territorial Resource Base Maps 115 I/14 and 115 I/15 in Appendix B - Maps, which forms a separate volume to this Agreement;

Specific Provision

- (ii) those portions of Parcels R-3A, R-15A, R-34B and R-35B lying within one kilometre of the centre line of the 60 metre right-of-way for the road known as the Detour Lakes Road or within one kilometre of the centre line of a 60 metre right-of-way for the road known as the Old Wood Road, both shown approximately by a dashed line designated as Detour Lakes Road and Old Wood Road, respectively, on Territorial Resource Base Maps 105 L/12, 105 L/13, 115 I/15 and 115 I/16 in Appendix B - Maps, which forms a separate volume to this Agreement, provided that there shall be a distance of at least 20 kilometres between any two Quarries established under 18.2.5.2(a)(ii);

- (iii) those portions of Parcels R-2B, R-5B, R-13B and R-38B lying within one kilometre of the centre line of the 60 metre right-of-way for the road known as the Acorn Road and shown approximately by a dashed line designated as Acorn Road on Territorial Resource Base Maps 115 I/15 and 115 I/16 in Appendix B - Maps, which forms a separate volume to this Agreement, provided that there shall be a distance of at least 20 kilometres between any two Quarries established under 18.2.5.2(a)(iii); and

- (iv) those portions of Parcel R-21B lying within one kilometre of the centre line of the 60 metre right-of-way for the road known as the Dromedary Resource Road or within one kilometre of the centre line of a 60 metre right-of-way for the proposed Dromedary Resource Road Extension, both shown approximately by a dashed line designated as Dromedary Resource Road and Proposed Dromedary Resource Road Extension, respectively, on Territorial Resource Base Maps 105 L/14 and 105 L/15 in Appendix B - Maps, which forms a separate volume to this Agreement, provided that there shall be a distance of at least 20 kilometres between any two Quarries established under 18.2.5.2(a)(iv),

Specific Provision

as identified in Appendix A - Settlement Land Descriptions, attached to this Agreement, and in Appendix B - Maps, which forms a separate volume to this Agreement.

- 18.2.5.3 a process for Consultation with the Yukon First Nation in the further identification of Quarries on Settlement Land.

Specific Provision

- (a) Government shall Consult with the Selkirk First Nation in respect of any Quarries on Selkirk First Nation Settlement Land which Government proposes to identify pursuant to 18.2.5.
- (b) Within 60 days of receipt of the notice required for the Consultation described in (a), the Selkirk First Nation shall provide Government with its views on the matters in writing and may request a meeting to present its views to Government.
- (c) Government shall, if requested, meet with the Selkirk First Nation to discuss the proposed identification of the Quarry.
- (d) Government shall consider fully and fairly the views presented by the Selkirk First Nation, and shall provide its response to those views, in writing, to the Selkirk First Nation.

- 18.2.6 Unless otherwise provided in a Yukon First Nation Final Agreement, the following terms and conditions respecting a Quarry on Settlement Land identified under 18.2.2 or 18.2.5 shall apply:
- 18.2.6.1 Government shall have the exclusive use of Quarries and the right to take any Construction Materials required from such Quarries without the agreement of or compensation for such use or taking to the affected Yukon First Nation;
 - 18.2.6.2 Government shall use a Quarry in accordance with commonly accepted land use standards and shall endeavour to minimize interference with other uses of the Settlement Land;
 - 18.2.6.3 on ending its use of a Quarry, Government shall, if required by the affected Yukon First Nation, restore the Quarry in accordance with commonly accepted land use standards including, as appropriate, clean-up, drainage, erosion control, re-contouring, overburden replacement, and replanting of vegetation so that the Quarry will blend in with the local landscape and vegetation; and
 - 18.2.6.4 where a dispute arises over the use or restoration of a Quarry by Government, either Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.
- 18.2.7 Where Government needs a Quarry and no suitable alternative Quarry is available on Non-Settlement Land in the surrounding area, a Yukon First Nation shall allow Government to establish and work a Quarry on Settlement Land which has not been identified under 18.2.2 or 18.2.5 and take Construction Materials required for public purposes from the Quarry under such terms and conditions as may be agreed by Government and the affected Yukon First Nation including compensation to that Yukon First Nation for the Construction Materials taken.
- 18.2.8 If the Yukon First Nation and Government are unable to reach agreement on Government's need for a Quarry or on whether there is a suitable alternative Quarry or on the terms and conditions for Government's use of a Quarry under 18.2.7 within 30 days of Government's request for the use of the Quarry, Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.

18.2.9 When the Surface Rights Board determines that Government does not need a Quarry on Settlement Land or that a suitable alternative on Non-Settlement Land is available, the Surface Rights Board shall deny Government the right to work the Quarry.

18.2.10 Unless Government and the affected Yukon First Nation otherwise agree, Government may use Construction Materials removed from a Quarry on Settlement Land only for public purposes either within the Yukon or no further than 30 kilometres beyond the boundaries of the Yukon.

18.3.0 Access to Settlement Land for an Existing Mineral Right

18.3.1 Subject to 6.6.0, any Person having an Existing Mineral Right, whether on Settlement Land or on Non-Settlement Land, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land without the consent of the affected Yukon First Nation if:

18.3.1.1 the access is of a casual and insignificant nature; or

18.3.1.2 the route used is generally recognized and was being used for access on a regular basis, whether year round or intermittently, either,

(a) prior to public notification of the final land selection for that Yukon First Nation's Final Agreement, or

(b) where the land becomes Settlement Land after the Effective Date of the Yukon First Nation Final Agreement, on the date the land became Settlement Land,

on the condition that the exercise of the right of access does not result in a significant alteration being made of that route.

- 18.3.2 Any Person having an Existing Mineral Right on Settlement Land has a right of access, for purposes of exercising that right, to use that Parcel of Settlement Land without the consent of the affected Yukon First Nation, where provided by Laws of General Application.
- 18.3.3 Any Person having an Existing Mineral Right on Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.
- 18.3.4 Any Person having an Existing Mineral Right on Non-Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions.
- 18.3.5 The Surface Rights Board shall not make an order under 18.3.4 unless the Person seeking access satisfies the Board that:
- 18.3.5.1 the access is reasonably required; and
 - 18.3.5.2 such access is not also practicable and reasonable across Crown Land.
- 18.3.6 If the Surface Rights Board makes an order under 18.3.3 or 18.3.4, it may order compensation as a term or condition of access only if a private owner of land in similar circumstances would be entitled to compensation, and then only to the same extent.

18.4.0 Access to Settlement Land for a New Mineral Right

18.4.1 Subject to 6.6.0, any Person having a New Mineral Right on Category B or Fee Simple Settlement Land or on Non-Settlement Land has a right of access, for purposes of exercising that New Mineral Right, to cross and make necessary stops on Settlement Land without the consent of the affected Yukon First Nation if:

18.4.1.1 the access is of a casual and insignificant nature; or

18.4.1.2 the route used is generally recognized and was being used for access on a regular basis, whether year round or intermittently, either,

(a) prior to public notification of the final land selection for that Yukon First Nation's Final Agreement, or

(b) where the land becomes Settlement Land after the Effective Date of the Yukon First Nation Final Agreement, on the date the land became Settlement Land,

on the condition that the exercise of the right of access does not result in a significant alteration being made of that route.

18.4.2 Subject to 6.6.0, any Person having a New Mineral Right on Category B or Fee Simple Settlement Land has a right of access, for purposes of exercising that New Mineral Right, to use that Parcel of Settlement Land without the consent of the affected Yukon First Nation if the exercise of the right of access does not require the use of heavy equipment or methods more disruptive or damaging to the land than hand labour methods.

18.4.3 Any Person having a New Mineral Right on Category B or Fee Simple Settlement Land who does not have a right of access under 18.4.1 or 18.4.2, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to use, cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

18.4.4 Any Person having a New Mineral Right on Non-Settlement Land who does not have a right of access under 18.4.1, or a right of access included in a right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

18.4.5 The Board shall not make an order pursuant to 18.4.4 unless the Person seeking access satisfies the Board that:

18.4.5.1 the access is reasonably required; and

18.4.5.2 the access is not also practicable and reasonable across Crown Land.

18.5.0 Application of Access Rights on Developed Settlement Land

18.5.1 Subject to 18.5.2, the provisions of 18.3.0 and 18.4.0 do not apply to Developed Settlement Land.

18.5.2 Where the Mineral Right described in 18.3.0 or 18.4.0 is on a Parcel of Developed Settlement Land, any right of access provided under 18.3.0 or 18.4.0 applies on that Parcel.

18.6.0 Conditions of Access

18.6.1 The rights of access provided by 18.3.1. and 18.4.1 are subject to the conditions that there shall be no:

- 18.6.1.1 significant damage to the Settlement Land or to improvements on the Settlement Land;
 - 18.6.1.2 mischief committed on the Settlement Land;
 - 18.6.1.3 significant interference with the use and peaceful enjoyment of the Settlement Land by the Yukon First Nation;
 - 18.6.1.4 permanent structure erected on the Settlement Land;
 - 18.6.1.5 fee or charge payable to the affected Yukon First Nation; or
 - 18.6.1.6 compensation for damage other than for significant damage.
- 18.6.2 The rights of access provided by 18.3.2 and 18.4.2 are subject to the conditions that there shall be no:
- 18.6.2.1 unnecessary damage to the Settlement Land or significant damage to improvements on the Settlement Land;
 - 18.6.2.2 mischief committed on the Settlement Land;
 - 18.6.2.3 unnecessary interference with the use and peaceful enjoyment of the Settlement Land by the Yukon First Nation;
 - 18.6.2.4 fee or charge payable to the affected Yukon First Nation; or
 - 18.6.2.5 compensation for damage other than unnecessary damage to the Settlement Land or for significant damage to improvements on the Settlement Land.

18.6.3 A Person who fails to comply with the conditions in 18.6.1.1, 18.6.1.2, 18.6.1.3, 18.6.1.4, 18.6.2.1, 18.6.2.2 or 18.6.2.3 shall be considered a trespasser with respect to that incident of access.

18.7.0 Other Access Rights

18.7.1 Nothing in this chapter shall be construed to prevent the holder of a Mineral Right from exercising a right of access pursuant to a Settlement Agreement.

CHAPTER 19 - FINANCIAL COMPENSATION

19.1.0 Definitions

In this chapter, the following definitions shall apply.

"1989 Aggregate Value" means the amount set out in 19.2.1.

"Adjusted Final Share" means with respect to each Yukon First Nation,

- (l) if the Yukon First Nation's Final Agreement is signed within two years of the effective date of Settlement Legislation, the greater of A or B, where:

A equals that Yukon First Nation's Unadjusted Final Share multiplied by P multiplied by Q, where,

P equals $(1.04)^N$, where N is the number of years from August 15, 1989 to the most recent anniversary of August 15 prior to the date of signature of that Yukon First Nation's Final Agreement, and

Q equals 1.00 plus (0.04 multiplied by F and divided by 365), where F is the number of days from the most recent anniversary of August 15 prior to the date of signature of that Yukon First Nation's Final Agreement, to the date of signature of that Yukon First Nation's Final Agreement, and

B equals that Yukon First Nation's Unadjusted Final Share multiplied by the value of the Final Domestic Demand Implicit Price Index for the latest quarter prior to the signature of that Yukon First Nation's Final Agreement, and divided by the value of the Final Domestic Demand Implicit Price Index for the third quarter of 1989;

- (ii) if the Yukon First Nation's Final Agreement is signed later than two years after the effective date of Settlement Legislation, the greater of C or D, where:

C equals that Yukon First Nation's Unadjusted Final Share multiplied by R multiplied by S, where,

R equals $(1.04)^M$, where M is the number of years from August 15, 1989 to the most recent anniversary of August 15 prior to the second anniversary of the effective date of Settlement Legislation, and

S equals 1.00 plus (0.04 multiplied by G and divided by 365), where G is the number of days from the most recent anniversary of August 15 prior to the second anniversary of the effective date of Settlement Legislation, to the second anniversary of the effective date of Settlement Legislation, and

D equals that Yukon First Nation's Unadjusted Final Share multiplied by the value of the Final Domestic Demand Implicit Price Index for the third quarter of the year of the second anniversary of the effective date of Settlement Legislation, and divided by the value of the Final Domestic Demand Implicit Price Index for the third quarter of 1989.

For the purposes of this definition, the value of the Final Domestic Demand Implicit Price Index for any quarter shall be deemed to be the latest published value, at the time of the Yukon First Nation's Final Agreement, of the Final Domestic Demand Implicit price Index for that quarter.

"Average Discount Rate" means the arithmetic mean of the 15-year amortized Consolidated Revenue Fund Lending Rates for each month for the period commencing on the first day of the month of the signing of the First Yukon First Nation Final Agreement, and ending on the second anniversary of such day (25 months).

"Consolidated Revenue Fund Lending Rate" means the rate of that name established from time to time by the Department of Finance, Canada.

"First Yukon First Nation Final Agreement" means the Yukon First Nation Final Agreement signed between Canada, the Yukon and a Yukon First Nation on a date prior to which no Yukon First Nation Final Agreement has been signed.

"Loans" means:

the loans made by Canada to the Council for Yukon Indians or to the Yukon First Nations for the purpose of providing grants to Yukon Indian Elders pursuant to the 1984 Agreement-in-Principle with respect to providing Interim Benefits to Yukon Indian Elders, and any interest that has accrued thereon; and

loans made by Canada to the Council for Yukon Indians or a Yukon First Nation for the purpose of negotiating all agreements-in-principle and Settlement Agreements, and any interest that has accrued thereon.

"Unadjusted Final Share" means, for each Yukon First Nation, that Yukon First Nation's share of the 1989 Aggregate Value, determined according to Schedule A -Apportionment of the 1989 Aggregate Value attached to this chapter.

19.2.0 Financial Compensation

19.2.1 The 1989 Aggregate Value shall be \$242.673 million. This amount is the financial compensation for all comprehensive claims in Canada by Yukon Indian People whether they are settled or not at the time of a Yukon First Nation Final Agreement.

19.2.2 Upon the Effective Date, each Yukon First Nation shall be entitled to its Adjusted Final Share payable as in 19.3.0 and 19.4.0.

19.3.0 Schedule of Payments Prior to the Determination of the Average Discount Rate

19.3.1 For each Yukon First Nation which signs a Yukon First Nation Final Agreement prior to the determination of the Average Discount Rate, a preliminary schedule of payments shall be appended to its Yukon First Nation Final Agreement and shall be calculated by Canada as follows:

19.3.1.1 the schedule shall consist of 15 consecutive equal annual payments which shall have a present value on the date of the signature of the Yukon First Nation Final Agreement equal to the Adjusted Final Share;

19.3.1.2 the first payment of the schedule shall be on the date of the signature of the Yukon First Nation Final Agreement;

19.3.1.3 following the first payment, there shall be 14 consecutive equal annual payments on the anniversary dates of the signature of the Yukon First Nation Final Agreement;

19.3.1.4 for purposes of computing the present value of the payments to a Yukon First Nation under the preliminary schedule of payments, the discount rate shall be the arithmetic mean of the 15-year amortized Consolidated Revenue Fund Lending Rates for each month starting the month of the signature of the First Yukon First Nation Final Agreement and ending the month prior to the signature of that Yukon First Nation Final Agreement, or if that rate is not available, the latest available rate; and

19.3.1.5 for purposes of computing the present value of the payments in the preliminary schedule of the First Yukon First Nation Final Agreement, the discount rate shall be the 15-year amortized Consolidated Revenue Fund Lending Rate for the month prior to the signature of that Yukon First Nation Final Agreement or if that rate is not available, the latest available rate.

19.3.2 For each Yukon First Nation to which 19.3.1 applies:

19.3.2.1 subject to 19.3.2.3 and 19.3.2.4, Canada shall make the first payment on the Effective Date, and the amount of the payment shall be as established in 19.3.1 adjusted from the date of signature of the Yukon First Nation Final Agreement, to the date of payment by using the rate, compounded annually, calculated in 19.3.1.4 or 19.3.1.5, as the case may be;

19.3.2.2 following the first payment and until the second anniversary of the date of signature of the First Yukon First Nation Final Agreement, Canada shall make the subsequent yearly payments at the dates and in the amounts set out in the preliminary schedule of payments for that Yukon First Nation;

19.3.2.3 a Yukon First Nation Final Agreement may provide for an advance on the first payment to be made to the Yukon First Nation on the date of signature of the Yukon First Nation's Final Agreement; and

19.3.2.4 where an advance payment has been made pursuant to 19.3.2.3, Canada shall pay any balance of the first payment to the Yukon First Nation adjusted from the date of signature of the Yukon First Nation Final Agreement, to the date of payment by using the rate, compounded annually, calculated in 19.3.1.4 or 19.3.1.5, as the case may be.

19.3.3 For each Yukon First Nation to which 19.3.1 applies, Canada shall make its annual payments after the second anniversary of the signature of the First Yukon First Nation Final Agreement in accordance with a final schedule of payments to be calculated by Canada in the following manner.

19.3.3.1 An interim schedule shall be calculated as follows:

- (a) the schedule shall consist of 15 consecutive equal annual payments commencing on the date of the signature of that Yukon First Nation's Final Agreement; and
- (b) the payments in the schedule shall have a present value on the date of signature of the Yukon First Nation Final Agreement equal to the Adjusted Final Share, calculated using the Average Discount Rate.

19.3.3.2 If payments calculated under the interim schedule are greater than the corresponding payments in the preliminary schedule of payments, the final schedule of payments shall be calculated by Canada as follows:

- (a) the schedule shall consist of 15 consecutive equal annual payments commencing on the date of the signature of that Yukon First Nation's Final Agreement;
- (b) from the first payment until the most recent payment made prior to the calculation of the final schedule of payments, each payment in the final schedule shall be identical to the corresponding payment in the preliminary schedule;
- (c) except for the next annual payment following the calculation of the final schedule of payments, each subsequent payment shall be identical to the corresponding payment of the interim schedule; and

- (d) the amount of the next annual payment following calculation of the final schedule of payments shall be such that the present value of all payments in the final schedule of payments, calculated in the same manner as described in 19.3.3.1(b), shall equal the present value described in 19.3.3.1(b).

19.3.3.3

If payments calculated under the interim schedule defined in 19.3.3.1 are less than the corresponding payments in the preliminary schedule of payments, the final schedule of payments shall be calculated by Canada as follows:

- (a) the final schedule shall consist of 15 consecutive equal annual payments commencing on the date of the signature of that Yukon First Nation's Final Agreement;
- (b) from the first payment until the most recent payment actually made prior to the calculation of the final schedule of payments, each payment in the final schedule shall be identical to the corresponding payment in the preliminary schedule;
- (c) the amount of the next payment following the calculation of the final schedule shall be calculated by reducing the amount of the corresponding payment of the interim schedule by the amount necessary to satisfy 19.3.3.3 (e). If the result of this calculation is 50 percent or more than the payment under the preliminary schedule of payments, the payment shall be that amount. If the result of this calculation is less than 50 percent of the payment under the preliminary schedule of payments, the payment shall be 50 percent of the preliminary schedule of payments and in this case, the same operation shall apply to the calculation of the amount of the next following payment and to any further payments, if necessary, until the condition in 19.3.3.3(e) is satisfied;

- (d) each payment subsequent to the payments in 19.3.3.3(c) shall be identical to the corresponding payment in the interim schedule; and
- (e) the present value of all payments in the final schedule of payments, calculated in the same manner as described in 19.3.3.1(b), shall equal the present value described in 19.3.3.1(b).

19.4.0 Schedule of Payments After the Determination of the Average Discount Rate

19.4.1 For each Yukon First Nation which signs a Yukon First Nation Final Agreement on or after the determination of the Average Discount Rate, Canada shall, subject to 19.4.2, make its annual payment in accordance with a final schedule of payments to be appended to its Yukon First Nation Final Agreement and calculated by Canada as follows:

19.4.1.1 the schedule shall consist of 15 consecutive equal annual payments which shall have a present value on the date of the signature of the Yukon First Nation Final Agreement equal to the Adjusted Final Share;

19.4.1.2 the first payment of the schedule shall be on the date of the signature of the Yukon First Nation Final Agreement;

19.4.1.3 following the first payment, there shall be 14 consecutive equal annual payments on the anniversary dates of the signature of the Yukon First Nation Final Agreement; and

19.4.1.4 for purposes of computing the present value of the payments in the schedule, the discount rate shall be the Average Discount Rate.

Specific Provision

19.4.1.5 The final schedule of payments is set out in Schedule B - Final Schedule of Payments, attached to this chapter.

19.4.2 For each Yukon First Nation to which 19.4.1 applies:

19.4.2.1 subject to 19.4.2.3 and 19.4.2.4, Canada shall make the first payment on the Effective Date, and the amount of the payment shall be as established in 19.4.1 adjusted from the date of signature of the Yukon First Nation Final Agreement to the date of payment by using the Average Discount Rate compounded annually;

19.4.2.2 following the first payment Canada shall make payments on the dates and in the amounts provided in 19.4.1;

19.4.2.3 a Yukon First Nation Final Agreement may provide for an advance on the first payment to be made on the date of signature of the Yukon First Nation's Final Agreement; and

Specific Provision

- (a) On the date of the signature of this Agreement, Canada shall pay to the Selkirk First Nation an advance on the first payment to be made to the Selkirk First Nation, which advance shall be for the sum of \$1,000,000.00.

19.4.2.4 where an advance payment has been made pursuant to 19.4.2.3, Canada shall pay any balance of the first payment to the Yukon First Nation adjusted from the date of signature of the Yukon First Nation Final Agreement, to the date of payment by using the Average Discount Rate, compounded annually.

19.4.3 If Canada is unable to make the second or the following payments on the date of the anniversary of the signature of the Yukon First Nation Final Agreement pursuant to 19.4.2.2, the second or the following payments shall be adjusted as in 19.4.2.1 so as to satisfy 19.4.1.1.

19.5.0 Loans

19.5.1 The Loans made to the Council for Yukon Indians prior to the date of signature of the First Yukon First Nation Final Agreement shall be prorated among the Yukon First Nations on the basis of Schedule A - Apportionment of the 1989 Aggregate Value attached to this chapter.

19.5.2 The Yukon First Nation which signs the First Yukon First Nation Final Agreement shall be liable only for its share of the Loans described in 19.5.1 and for Loans made directly to it, if any.

- 19.5.3 Loans made at any time after the date of signature of the First Yukon First Nation Final Agreement, shall be apportioned equally among the remaining Yukon First Nations that have not signed a Yukon First Nation Final Agreement.

- 19.5.4 A Yukon First Nation which signs its Yukon First Nation Final Agreement shall be liable for the following, unless otherwise agreed by Canada and that Yukon First Nation:
 - 19.5.4.1 its share under 19.5.1;

 - 19.5.4.2 the aggregate of its shares apportioned under 19.5.3; and

 - 19.5.4.3 any Loans made directly to it.

- 19.5.5 Each Yukon First Nation Final Agreement shall set out the outstanding amount for which that Yukon First Nation is liable and shall establish a schedule of repayments commencing at the date of signature of that Yukon First Nation Final Agreement.

Specific Provision

- 19.5.5.1 The outstanding amount for which the Selkirk First Nation is liable, as calculated in accordance with 19.5.4.1 to 19.5.4.3 inclusive, is \$8,393,706, and the schedule of repayments is set out in Schedule C - Repayment of Loan Amounts, attached to this chapter.

- 19.5.6 The schedule of repayments of amounts due and payable by a Yukon First Nation of Loans and interest due and payable pursuant to 19.5.7 shall provide that:

- 19.5.6.1 the amount of the first payment shall be 20 percent of the amount set out in 19.5.6.5;
 - 19.5.6.2 the amount of the second payment shall be 40 percent of the amount set out in 19.5.6.5;
 - 19.5.6.3 the amount of the third payment shall be 60 percent of the amount set out in 19.5.6.5;
 - 19.5.6.4 the amount of the fourth payment shall equal 80 percent of the amount set out in 19.5.6.5;
 - 19.5.6.5 the amount of the fifth to the eleventh payment shall be equal;
 - 19.5.6.6 the amount of the twelfth payment shall equal 80 percent of amount set out in 19.5.6.5;
 - 19.5.6.7 the amount of the thirteenth payment shall equal 60 percent of the amount set out in 19.5.6.5;
 - 19.5.6.8 the amount of the fourteenth payment shall equal 40 percent of the amount set out in 19.5.6.5; and
 - 19.5.6.9 the amount of the fifteenth payment shall equal 20 percent of the amount set out in 19.5.6.5.
- 19.5.7 The unpaid balance of the amounts of the Loans due and payable by a Yukon First Nation shall bear interest at the rate of six percent per annum calculated annually and not in advance from the date of the signature of that Yukon First Nation Final Agreement to the date of final repayment.

19.5.8 Canada shall set off against and deduct from each payment to be made to a Yukon First Nation pursuant to this chapter, the amount of repayment of the Loans to be made by that Yukon First Nation in accordance with the schedule of repayments referred in 19.5.6.

19.6.0 **Loans Against Adjusted Final Share**

19.6.1 At any time after three years from the effective date of Settlement Legislation, a Yukon First Nation may request a loan from Canada against the then unpaid balance of its Adjusted Final Share.

19.6.2 The Minister of Finance may, at his discretion, negotiate with the Yukon First Nation the amount and terms and conditions of the requested loan.

19.7.0 **Advance Against Final Compensation**

19.7.1 The Council for Yukon Indians acknowledges the receipt of \$1 Million on May 29, 1989 as an advance on the 1988 Aggregate Value established in the 1989 Agreement-in-Principle.

19.7.2 The 1989 Aggregate Value set out in 19.2.1 was calculated by multiplying the 1988 Aggregate Value set out in the 1989 Agreement-in-Principle with the Council for Yukon Indians, by 1.0504, and subtracting from that amount \$1 Million multiplied by 1.02.

SCHEDULE A

APPORTIONMENT OF THE 1989 AGGREGATE VALUE

The apportionment of the 1989 Aggregate Value among the Yukon First Nations is:

Carcross/Tagish First Nation	\$17,687,553
Champagne and Aishihik First Nations	27,523,936
Dawson First Nation	21,811,002
Kluane First Nation	10,016,557
Kwanlin Dun First Nation	21,396,353
Liard First Nation	24,598,361
Little Salmon/Carmacks First Nation	15,568,239
First Nation of Nacho Nyak Dun	14,554,654
Ross River Dena Council	14,347,330
Selkirk First Nation	16,604,860
Ta'an Kwach'an Council	12,274,087
Teslin Tlingit Council	18,655,066
Vuntut Gwitchin First Nation	19,161,859
White River First Nation	<u>8,473,143</u>
1989 Aggregate Value	<u>\$242,673,000</u>

SCHEDULE B

FINAL SCHEDULE OF PAYMENTS

<u>Date</u>	<u>Payments</u>
On the date of signing the Agreement	\$2,430,336
On the first anniversary of the date of signing the Agreement	\$2,430,336
On the second anniversary of the date of signing the Agreement	\$2,430,336
On the third anniversary of the date of signing the Agreement	\$2,430,336
On the fourth anniversary of the date of signing the Agreement	\$2,430,336
On the fifth anniversary of the date of signing the Agreement	\$2,430,336
On the sixth anniversary of the date of signing the Agreement	\$2,430,336
On the seventh anniversary of the date of signing the Agreement	\$2,430,336
On the eighth anniversary of the date of signing the Agreement	\$2,430,336
On the ninth anniversary of the date of signing the Agreement	\$2,430,336
On the tenth anniversary of the date of signing the Agreement	\$2,430,336
On the eleventh anniversary of the date of signing the Agreement	\$2,430,336
On the twelfth anniversary of the date of signing the Agreement	\$2,430,336
On the thirteenth anniversary of the date of signing the Agreement	\$2,430,336
On the fourteenth anniversary of the date of signing the Agreement	\$2,430,336

SCHEDULE C

REPAYMENT OF LOAN AMOUNTS

<u>Payments</u>		<u>Date</u>
First Payment*	\$ 224,859.50	on the date of signing of the Agreement
Second Payment*	\$ 449,719.00	on the first anniversary of the date of signing the Agreement
Third Payment*	\$ 674,578.50	on the second anniversary of the date of signing the Agreement
Fourth Payment*	\$ 899,437.99	on the third anniversary of the date of signing the Agreement
Fifth Payment*	\$1,124,297.49	on the fourth anniversary of the date of signing the Agreement
Sixth Payment*	\$1,124,297.49	on the fifth anniversary of the date of signing the Agreement
Seventh Payment*	\$1,124,297.49	on the sixth anniversary of the date of signing the Agreement
Eighth Payment*	\$1,124,297.49	on the seventh anniversary of the date of signing the Agreement
Ninth Payment*	\$1,124,297.49	on the eighth anniversary of the date of signing the Agreement
Tenth Payment*	\$1,124,297.49	on the ninth anniversary of the date of signing the Agreement
Eleventh Payment*	\$1,124,297.49	on the tenth anniversary of the date of signing the Agreement
Twelfth Payment*	\$ 899,437.99	on the eleventh anniversary of the date of signing the Agreement
Thirteenth Payment*	\$ 674,578.50	on the twelfth anniversary of the date of signing the Agreement
Fourteenth Payment*	\$ 449,719.00	on the thirteenth anniversary of the date of signing the Agreement
Fifteenth Payment* \$	224,859.50	on the fourteenth anniversary of the date of signing the Agreement

* The first payment of this loan repayment schedule shall be made on the Effective Date and the amount of the payment shall be adjusted from the date of signing of the Agreement to the Effective Date using an interest rate of 6% per annum, compounded annually. If the Effective Date occurs after the date appearing in the schedule for any given subsequent payment, the amount of such payment shall be adjusted from the specified payment date to the Effective Date using an interest rate of 6% per annum, compounded annually.

CHAPTER 20 - TAXATION

20.1.0 Definitions

In this chapter, the following definitions shall apply.

"Income Tax Act" means the federal Income Tax Act, S.C. 1970-71-72, c. 63 and the Income Tax Act, R.S.Y. 1986, c. 90, except as provided in 20.2.1, 20.4.11 and 20.4.18, 20.4.21, 7 of Schedule A and 1 of Schedule B.

"Minister" means the Minister of National Revenue or the Minister's delegate.

20.2.0 General

- 20.2.1 Words and phrases used in this chapter shall be deemed to have the same meaning as in the federal Income Tax Act, S.C. 1970-71-72, c. 63.
- 20.2.2 Unless otherwise provided herein, the provisions of the Income Tax Act shall apply to the provisions of this chapter with such modifications as the circumstances require.
- 20.2.3 Unless otherwise provided herein, no provision in this chapter shall be construed to limit the application of the Income Tax Act.
- 20.2.4 The Income Tax Act shall be amended as required to provide for the implementation and enforcement of the provisions of this chapter.

20.3.0 Instalments of Compensation and Other Payments

- 20.3.1 There shall be no federal, territorial or municipal tax or other similar charges exigible in respect of, or reduction to the capital cost or adjusted cost base of property acquired as a result of, the receipt by a Yukon First Nation, or the receipt by a Settlement Corporation that may be reasonably considered to be such a receipt, of the following amounts:

- 20.3.1.1 any payments made pursuant to 19.3.0 and 19.4.0;
 - 20.3.1.2 any payments for property tax assistance made pursuant to 20.7.0;
 - 20.3.1.3 any payments made pursuant to 20.6.5 and 20.6.6; and
 - 20.3.1.4 any loan against the Adjusted Final Share described in 19.6.0.
- 20.3.2 Except as provided in 20.4.11 to 20.4.17 inclusive, there shall be no federal, territorial or municipal tax or other similar charges exigible from a Settlement Corporation.
- 20.3.3 Any income earned on an amount described in 20.3.1 received by a Person other than a Settlement Corporation shall be subject to federal, territorial or municipal tax or other similar charges as exigible under Laws of General Application.

20.4.0 Settlement Corporations

- 20.4.1 Each Yukon First Nation, alone or together with one or more other Yukon First Nations may create one or more Settlement Corporations, the main purpose of which shall be to carry out permitted activities and make permitted investments in accordance with this chapter, on condition that the Yukon First Nation complies with notification requirements set out from time to time by the Minister.

Description

- 20.4.2 A Settlement Corporation shall be a corporation without share capital, shall have a fiduciary obligation towards each member of the Yukon First Nation or Nations for which it was created, and shall be created and operated such that all or substantially all of its activities are for the general benefit of its members.
- 20.4.3 No contributions shall be made to a Settlement Corporation other than contributions made by:

- 20.4.3.1 a Yukon First Nation for which the Settlement Corporation was created; and
 - 20.4.3.2 another Settlement Corporation created for the Yukon First Nation.
- 20.4.4 The aggregate amount of property contributed by a Yukon First Nation to one or more Settlement Corporations shall not exceed the sum of the payments received by the Yukon First Nation as described in 20.3.1.1 and shall be contributed to the Settlement Corporations no later than five years after receipt of the last payment referred to in 20.3.1.1 by the Yukon First Nation.

Disbursement Requirements

- 20.4.5 A Settlement Corporation shall be subject to the disbursement rules, including the disbursement excess rules, applicable to public foundations under the Income Tax Act with such modifications as are required. Such rules shall not apply to a Settlement Corporation or its disbursements during the 15 years commencing on the date of payment by Canada of the first payment referred to in 19.3.0 to any of the Yukon First Nations for which that Settlement Corporation was created.
- 20.4.6 For the purposes of 20.4.5, the amount of any transfer or loan by a Settlement Corporation on activities permitted under Schedule A - Permitted Activities for Settlement Corporations attached to this chapter shall be considered to be a gift made to a qualified donee.

Qualified Investments

- 20.4.7 Subject to 20.4.8 and 20.4.9, a Settlement Corporation shall restrict its investments to those:
- 20.4.7.1 made in the course of carrying on the activities permitted in Schedule A - Permitted Activities for Settlement Corporations attached to this chapter; or
 - 20.4.7.2 described in Schedule B - Qualified Investments attached to this chapter, as that Schedule is amended from time to time by agreement among the Yukon First Nation, the Minister of Finance of Canada and the Yukon.

- 20.4.8 Notwithstanding 20.4.9, no Settlement Corporation, either alone or as part of a group that includes another Settlement Corporation or a Yukon First Nation, shall control directly or indirectly, in any manner whatever, a corporation or other entity which carries on a business or whose primary activity is the making of investments, except to realize on a security held by the Settlement Corporation, in which case its controlling interest shall be disposed of within a reasonable period not to exceed two years.
- 20.4.9 A Settlement Corporation shall not invest in a partnership or a trust other than a small business investment limited partnership, a small business investment trust or a trust that is described in Schedule B - Qualified Investments attached to this chapter.
- 20.4.10 A Settlement Corporation may borrow money from time to time to finance the acquisition of qualified investments or otherwise to enable it to carry out its operations and may repay the borrowed money and interest thereon.

Taxation of Settlement Corporations

- 20.4.11 In addition to 20.4.17, a Settlement Corporation shall be liable to pay the tax under Part XI of the federal Income Tax Act, S.C. 1970-71-72, c. 63 as if that Part were stated to be specifically applicable to Settlement Corporations.
- 20.4.12 For the purposes of the Income Tax Act, the taxable income of a Settlement Corporation for a taxation year shall be deemed to be an amount equal to the aggregate of the following amounts:
- 20.4.12.1 the amount of any income derived during the year by the Settlement Corporation from property, including any gain from the disposition of the property, other than property that is a qualified investment described in Schedule B - Qualified Investments attached to this chapter or that is acquired in the course of a carrying on a permitted activity under Schedule A - Permitted Activities for Settlement Corporations attached to this chapter;

- 20.4.12.2 any amounts contributed or otherwise paid to the Settlement Corporation during that year, other than amounts,
- (a) received from a Yukon First Nation or another Settlement Corporation as described in 20.3.1 and that are within the limitations contained in 20.4.3, or
 - (b) included in computing taxable income for the year under 20.4.12.1 or 20.4.12.3; and
- 20.4.12.3 any amounts described in 20.4.13, 20.4.14, 20.4.19 and 20.4.22.
- 20.4.13 For the purposes of 20.4.12, if a Settlement Corporation makes a transfer or loan as part of an activity that is not permitted by Schedule A - Permitted Activities for Settlement Corporations attached to this chapter and such transfer or loan is made after the time referred to in 20.4.16, an amount equal to the amount of the transfer or the loan, divided by (1-A), shall be an amount referred to in 20.4.12.3 for the taxation year in which the loan or the transfer was made, where A is the aggregate of the federal and the Yukon tax rates applicable to public Corporations for that year before deducting the Yukon territorial abatement and including any surtaxes.
- 20.4.14 For the purposes of 20.4.12, if any time before the time referred to in 20.4.16, a Settlement Corporation makes a transfer or loan as part of an activity that is not permitted by Schedule A - Permitted Activities for Settlement Corporations attached to this chapter, where the Minister is satisfied having regard to all the circumstances that the Settlement Corporation did not take reasonable steps to correct the situation within the six-month period from receipt of written notice from the Minister of the non-permitted activity, the amount of the transfer or loan shall be an amount referred to in 20.4.12.3 in the taxation year of the Settlement Corporation in which the six-month period ends.
- 20.4.15 Where an activity referred to in 20.4.14 cannot, in the opinion of the Minister, be corrected, the Minister may waive the necessity of correction.

- 20.4.16 The time referred to in 20.4.13 or 20.4.14 shall be the later of five years after the date of signature of the Yukon First Nation Final Agreement of the Yukon First Nation for which it was created or the Yukon First Nation that made the first contribution to the Settlement Corporation, if created for more than one Yukon First Nation (in 20.4.16 the "relevant Yukon First Nation") and the time of receipt at which the sum of the payments received by the relevant Yukon First Nation equals at least one-third of the sum of the payments which it is entitled to receive pursuant to 19.3.0 and 19.4.0.
- 20.4.17 The tax payable for a taxation year by a Settlement Corporation upon its taxable income deemed by 20.4.12 shall be that percentage of its taxable income that is the maximum federal and Yukon territorial tax rate applicable to a public corporation for the year, plus any surtaxes to which public corporations may be liable for the year, and shall be determined without any deduction.

Revocation of Settlement Corporation Status

- 20.4.18 Where the Minister is of the opinion that a Settlement Corporation has failed to comply with any provision in this chapter, the Minister may notify the Settlement Corporation in writing and if the Settlement Corporation does not address the default to the satisfaction of the Minister within 100 days after the registered mailing of such notice, the Minister may revoke the status of the corporation as a Settlement Corporation subject to the same right of appeal as that applicable in respect of a revocation of the registration of a registered charity as set out in the federal Income Tax Act, S.C. 1970-71-72, c. 63.
- 20.4.19 If the Minister revokes the status of a Settlement Corporation, the taxation year of the Settlement Corporation that would otherwise have included the time of revocation shall be deemed to end immediately before that time and the Settlement Corporation shall be deemed to have disposed of all its assets immediately before the time that is immediately before that time for proceeds of disposition equal to the fair market value thereof at that time and to have reacquired such assets at that time at a cost equal to such fair market value and, for the purposes of 20.4.12, an amount equal to the amount by which such fair market value exceeds the aggregate of:

- 20.4.19.1 amounts that may reasonably be considered to have been otherwise included in computing the taxable income of the Settlement Corporation in a taxation year under 20.4.12; and
- 20.4.19.2 amounts that may reasonably be considered to be a portion of the total amount of the payments to the relevant Yukon First Nation described in 20.3.1.1 that have been contributed to the Settlement Corporation by a Yukon First Nation or is deemed to be so contributed by virtue of 20.4.24,

shall be an amount deemed to be an amount referred to in 20.4.12.3 for the year.

- 20.4.20 For the purposes of 20.4.18, the distribution of any amount that may reasonably be considered to be payments referred to in 20.3.1 by a Settlement Corporation to Yukon Indian People shall not be considered as a cause for the revocation of the status of a Settlement Corporation.
- 20.4.21 Where a Settlement Corporation (in 20.4.21, the "transferor") has made a transfer or loan of any of its property, directly or indirectly or by means of a trust or by any other means whatever, to one or more Settlement Corporations or any other Person or partnership (in 20.4.21, the "transferee") and the Minister in the circumstances is satisfied that the main reason for the transfer or loan, but for this provision, is to avoid the payment of tax under 20.4.11 to 20.4.17, the transferor and the transferee shall be subject to the rules in section 160 of the federal Income Tax Act, S.C. 1970-71-72, c. 63 with such modifications as are required, provided that the Minister gives notice to the transferor and the transferee of the Minister's intention to apply this provision to a particular loan or transfer within two years of the end of the taxation year in which the particular transfer or loan was made.

Winding-Up

- 20.4.22 Where a Settlement Corporation commences to be wound-up or liquidated or commences proceedings to be granted articles of continuance or similar corporate constitutional documents in a jurisdiction outside Canada, the taxation year of the Settlement Corporation that would otherwise have included the time of such commencement shall be deemed to end immediately before that time and the Settlement Corporation shall be deemed to have disposed of all its assets immediately before the time that is immediately before that time for proceeds of disposition equal to the fair market value thereof at that time and to have reacquired such assets immediately after the time at a cost equal to such fair market value and, for the purposes of 20.4.12, an amount equal to the amount by which such fair market value exceeds the aggregate of:
- 20.4.22.1 amounts that may reasonably be considered to have been otherwise included in computing the taxable income of the Settlement Corporation in a taxation year under 20.4.12;
 - 20.4.22.2 amounts that may reasonably be considered to be a portion of the total amount of the payments to the relevant Yukon First Nation described in 20.3.1.1 that have been contributed to the Settlement Corporation by a Yukon First Nation or are deemed to be so contributed by virtue of 20.4.24; and
 - 20.4.22.3 amounts paid or transferred on activities permitted under Schedule A - Permitted Activities for Settlement Corporations attached to this chapter by the Settlement Corporation within 24 months of the end of the year, shall be deemed to be an amount that is referred to in 20.4.12.3 for the year.

Taxation of Yukon Indian People or Yukon Indian Organizations

- 20.4.23 There shall be no federal, territorial or municipal tax or other similar charge payable by a Yukon Indian Person, a Yukon First Nation, or any corporation or entity controlled, directly or indirectly in any manner whatever, by one or more Yukon Indian People or Yukon First Nations (collectively the recipient), on amounts disbursed or distributed to a recipient in accordance with Schedule A - Permitted Activities for Settlement Corporations attached to this chapter, except for 11 and 12(e) of that Schedule, other than amounts disbursed or distributed to a recipient as consideration for value provided to the Settlement Corporation by that recipient.
- 20.4.24 For the purposes of this chapter, where a particular property is contributed by one Settlement Corporation (the "transferor" in 20.4.24) to one or more Settlement Corporations (the "transferee" in 20.4.24) the transferor and the transferee shall each file a copy of a joint designation with their tax returns for the year of the transfer designating an amount, if any, in respect of the property so transferred. After the time of the transfer, in applying the provisions of this chapter including, without limiting 20.4.24 to the transferor or any transferee, the designated amount shall be deemed to be a contribution received by the transferee from a Yukon First Nation and shall reduce the amount that would otherwise be the amount of contributions received by the transferor from the Yukon First Nation, provided that the designated amount shall not exceed:
- 20.4.24.1 the amount of contributions received by the transferor at any time before the transfer of the particular property from the Yukon First Nation; and
 - 20.4.24.2 the amount of any deemed contributions received by the transferor from the Yukon First Nation by virtue of 20.4.24.

20.5.0 Acquisition and Disposition of Real Property

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

20.5.2 Where any real property, including Settlement Land, acquired under the Settlement Agreement, other than depreciable property, is disposed of by a Yukon First Nation (in 20.5.2, the "transferor"):

20.5.2.1 to a Yukon Indian Person (in 20.5.2 the "transferee"), and such real property has not previously been disposed of by any organization to another Yukon Indian Person; or

20.5.2.2 within 10 years of the transfer of Settlement Land to the Yukon First Nation, to another Yukon First Nation (the transferee),

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

Depreciable Property

20.5.3 The rules of 20.5.2 shall apply to depreciable property with such modifications as the circumstances require.

- 20.5.4 In the event that Yukon First Nations have income from, or proceeds from the disposition of, any Canadian resource property relating to Settlement Land, an amount of such income or proceeds equal to the amount if any, by which \$20 million exceeds the aggregate of amounts of such income or proceeds previously received by any Yukon First Nation, shall be exempt from all federal, territorial or municipal tax or other similar charge or levy.

Taxes on Transfer of Settlement Land

- 20.5.5 No federal, territorial or local government tax, or other similar charges shall be payable in respect of the transfer or registration of the initial title to Fee Simple Settlement Land and the title to the Mines and Minerals of Category A Settlement Land.
- 20.5.6 Registration pursuant to the Land Titles Act, R.S.C. 1985, c. L-5, of the initial title of Category A and Category B Settlement Land and subsequent registrations of all Settlement Land shall be subject to the schedule of fees or taxes under such Act.

20.6.0 Taxation Principles

- 20.6.1 As of the third anniversary of the effective date of Settlement Legislation, section 87 of the Indian Act, R.S.C. 1985, c. I-5, shall not apply to:
- 20.6.1.1 the interest in a Reserve or surrendered land in the Yukon of any Indian, Yukon First Nation or Band;
 - 20.6.1.2 the personal property situated on a Reserve in the Yukon of any Indian, Yukon First Nation or Band; and
 - 20.6.1.3 the personal property situated on a Reserve outside the Yukon of a Yukon First Nation or a Yukon Indian Person resident in the Yukon, and the residency shall be defined in the regulations established pursuant to 20.6.3.

- 20.6.2 For all purposes of section 87 of the Indian Act, R.S.C. 1985, c. I-5, all settlement benefits and proceeds arising from the use and disposition of settlement benefits and any income of a Yukon Indian Person or a Yukon First Nation attributable directly or indirectly thereto shall be deemed not to be situated on a Reserve.
- 20.6.3 Settlement Legislation shall provide that Government, after Consultation with the Council for Yukon Indians, may make such amendments to statutes or regulations as are necessary for the purpose of giving effect to and enforcing provisions of 20.6.1 and 20.6.2.
- 20.6.4 The provisions of 20.6.0 shall not be construed to affect the authority of Parliament to amend or repeal section 87 of the Indian Act, R.S.C. 1985, c. I-5.
- 20.6.5 In 20.6.5, the Adjusted Value means the greater of the amount calculated in (a) or (b) multiplied by the value of the Final Domestic Demand Implicit Price Index for the latest quarter prior to the third anniversary of the effective date of Settlement Legislation and divided by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990:
- (a) \$12.6 million multiplied by 1.03,
 - (b) \$12.6 million multiplied by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990 and divided by the value of the Final Domestic Demand Implicit Price Index for the third quarter of 1989.
- 20.6.5.1 As soon as practicable after the third anniversary of the effective date of Settlement Legislation, Canada shall pay to each Yukon First Nation its share of the Adjusted Value prorated on the same basis as in Schedule A - Apportionment of the 1989 Aggregate Value attached to Chapter 19 - Financial Compensation.
- 20.6.6 In 20.6.6, the Adjusted Value means the greater of the amount calculated in (a) or (b) multiplied by the value of the Final Domestic Demand Implicit Price Index for the latest quarter prior to the third anniversary of the effective date of Settlement Legislation and divided by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990:

- (a) \$13.97 million multiplied by 1.03,
- (b) \$13.97 million multiplied by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990 and divided by the value of the Final Domestic Implicit Price Index for the third quarter of 1989.

20.6.6.1 Upon the third anniversary of the effective date of Settlement Legislation, each Yukon First Nation shall be entitled to its share of the Adjusted Value as established pursuant to 20.6.7.

20.6.6.2 Canada shall make its annual payment in accordance with a schedule of payments to be calculated by Canada as follows,

- (a) the schedule shall consist of 10 consecutive equal annual payments which shall have a present value on the third anniversary of the effective date of Settlement Legislation equal to each Yukon First Nation's share of the Adjusted Value as determined pursuant to 20.6.6.1,
- (b) the first payment shall be on the third anniversary of the effective date of Settlement Legislation,
- (c) following the first payment, there shall be nine consecutive equal annual payments on the anniversary date of the effective date of Settlement Legislation, and
- (d) for purposes of computing the present value of the payments in the schedule, the discount rate shall be the nine-year amortized Consolidated Revenue Fund Lending Rate for the month prior to the third anniversary of the effective date of Settlement Legislation.

20.6.6.3 Canada shall make the first payment to each Yukon First Nation as soon as practicable after the third anniversary of the effective date of Settlement Legislation. The amount of the first payment shall be as established in 20.6.6.2 adjusted from the third anniversary of the effective date of Settlement Legislation to the date of payment by using the rate described in 20.6.6.2 (d), compounded annually.

- 20.6.7 The Council for Yukon Indians and the Yukon First Nations have agreed that the annual amount described in 20.6.6.2 is to be allocated among the Yukon First Nations on the same basis as the apportionment of the 1989 Aggregate Value described in Schedule A - Apportionment of the 1989 Aggregate Value attached to Chapter 19 - Financial Compensation.
- 20.6.8 The moratorium on collection of taxes shall be rescinded on the third anniversary of the effective date of Settlement Legislation.
- 20.6.9 There shall be remission orders sponsored by the Minister of Indian Affairs and Northern Development and by the Yukon eliminating liability for all taxes not collected under the moratorium on collection of taxes, on the third anniversary of the effective date of Settlement Legislation.

20.7.0 Property Tax Assistance

- 20.7.1 During a 10-year transitional period beginning with the year following the year in which a Yukon First Nation Final Agreement is signed, Canada shall assist that Yukon First Nation with the payment of Property Taxes on any Settlement Land of that Yukon First Nation that are subject to Property Taxes while owned by that Yukon First Nation, net of any homeowner's grants. The assistance shall be 100 percent in year one, decreasing by 10 percentage points per year, to 10 percent in year 10. During such time, Canada shall have the same rights in respect of any assessment of taxes as a property owner.

20.8.0 Administration and Enforcement

Responsible Department

- 20.8.1 The Minister shall be responsible for the administration and enforcement of the provisions of this chapter that relate to income taxation and to that end the Minister may seek the advice of the Minister of Indian Affairs and Northern Development and the Office of Superintendent of Financial Institutions with respect to any matter arising out of these provisions.

Report

- 20.8.2 Every Settlement Corporation shall produce every year a report in a form acceptable to the Minister from a public accountant who has audited the Settlement Corporation providing the Minister with the information required to administer the provisions of this chapter.

SCHEDULE A

PERMITTED ACTIVITIES FOR SETTLEMENT CORPORATIONS

1. For the purposes of this schedule a low income person is a person whose total family income is less than 75 percent of the average of all households in the Yukon as published in the last available Statistics Canada Census publication.

Program Funding and Administration

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

Housing and Municipal and Local Taxes Assistance

3. Funding or providing:
 - (a) low interest or no interest mortgages or other loans to low income people to enable them to acquire freehold or leasehold interests in residential properties in the Yukon;
 - (b) grants or forgivable loans to low income people to enable them to make down payments on conventional purchases of residential properties in the Yukon;
 - (c) funds for the construction, operation and administration of subsidized cooperative or communal housing for low income people in the Yukon;

- (d) funds for the renovation or repair of residential properties owned or leased by low income people in the Yukon; and
- (e) financial assistance to low income people to enable them to pay municipal or other local taxes on improved Settlement Land.

Municipal Services Upgrading

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

Yukon First Nation Assistance

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

Education and Training

- 6. Funding and providing:
 - (a) courses for non-native and native teachers and other instructors to enable them to conduct courses in native culture, language and similar areas;
 - (b) training for Yukon Indian elders to enable them to participate in the delivery of native culture and language instructional programs;

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

Economic Development

- 7. Providing loans at a rate of interest not to exceed the prescribed rate in effect at the time of the making of the loan for the purpose of computing employee benefits from low interest loans, under the federal Income Tax Act, S.C. 1970-71-72, c. 63, loan guarantees or minority equity investment to Persons or entities, other than a corporation which is controlled, directly or indirectly, by one or more Settlement Corporations, engaged in the promotion of economic development opportunities for Yukon Indian People within the Yukon provided that:
 - (a) the Persons or entities are unable to borrow at normal commercial rates from ordinary commercial lenders or government financial programs without guarantees provided by the Settlement Corporation; and

- (b) the Settlement Corporation may not acquire a controlling equity interest in an entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within a reasonable period, not to exceed two years, of its acquisition.

Commercial Fishing

- 8. Providing loans or equity to Persons or entities for the creation and operation of fish enhancement programs and a fishing enterprise for the benefit of Yukon Indian People provided that such loans meet the requirements set out in Article 7 of this Schedule.

Traditional Harvesting and Cultural Activities

- 9. Providing loans or equity to Persons or entities for traditional harvesting and cultural activities including manufacture of handicrafts, arts and crafts, hunting, fishing and trapping and like pursuits provided that:
 - (a) the Person or entities are unable to borrow at normal commercial rates from ordinary commercial lenders without guarantees provided by the Settlement Corporation;
 - (b) the Settlement Corporation may not acquire a controlling equity interest in any entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within one year of its acquisition; and

- (c) the Settlement Corporation does not contract to receive a rate of return on any such loan greater than the normal commercial rate of return for similar investments.

Recreational Lands and Facilities

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

Elders Assistance Program

- 11. Providing funding to confer benefits on Yukon Indian People who are at least 65 years of age at the Effective Date of the Yukon First Nation Final Agreement or who turn 65 within the five years following the Effective Date of the Yukon First Nation Final Agreement, provided such benefits do not exceed \$3000 per individual per year in 1988 dollars indexed in the same manner as Canada old age security.

Other Permitted Costs and Disbursements by a Settlement Corporation

- 12. (a) settlement costs;
- (b) costs to implement the Settlement Agreements;
- (c) payment of reasonable administrative costs not to exceed five percent of the assets of the Settlement Corporation annually for the first five years after the effective date of Settlement Legislation and three percent per year thereafter;

- (d) transfers to other Settlement Corporations or to registered charities;
 - (e) transfers to a low income Yukon Indian Person; and
 - (f) within the first 15 years of a Yukon First Nation Final Agreement, capital distributions to Yukon Indian People not exceeding a total of \$3,000 per person in 1988 dollars to be indexed by the Consumer Price Index.
13. A Settlement Corporation may borrow money from time to time to carry out activities under this Schedule and may repay the borrowed money and interest thereon.

SCHEDULE B

QUALIFIED INVESTMENTS

1. Qualified investments for a trust governed by a Registered Retirement Savings Plan within the meaning of section 146 (1)(g) of the federal Income Tax Act, S.C. 1970-71-72, c. 63.

CHAPTER 21 - TAXATION OF SETTLEMENT LAND

21.1.0 Definitions

In this chapter, the following definitions shall apply.

"Improved Rural Settlement Land" means Settlement Land outside a Community Boundary which is used for commercial purposes or which contains a permanent structure other than a cabin, camp, tent frame, cache, fish rack, or other like improvement which is used primarily for trapping or non-commercial Wildlife Harvesting or other traditional purposes.

"Unimproved Rural Settlement Land" means Settlement Land outside a Community Boundary other than Improved Rural Settlement Land.

"Government" means local, territorial or federal government, as the case may be.

"Yukon First Nation Corporation" means a corporation owned or controlled by a Yukon First Nation.

21.2.0 Application of Certain Laws

21.2.1 Fee Simple Settlement Land shall be subject to Laws of General Application respecting Property Taxes, and Government and a Yukon First Nation may agree in a self-government agreement negotiated pursuant to Chapter 24 - Yukon Indian Self-Government that Fee Simple Settlement Land is also subject to the power of the Yukon First Nation to levy and collect fees for the use or occupation of Settlement Land, including property taxes.

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

- 21.2.3 Unimproved Rural Settlement Land is exempt from Property Taxes.
- 21.2.4 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, in the event a Community Boundary is altered so as to encompass a Parcel of Unimproved Rural Settlement Land, the tax exempt status of the Parcel shall not change until an agreement with respect to Local Government Services has been entered into for that Parcel between the Yukon First Nation and Government.
- 21.2.5 Except as otherwise provided in a Yukon First Nation Final Agreement or in a self-government agreement negotiated pursuant to Chapter 24 - Yukon Indian Self-Government, all other Settlement Land shall be subject to Laws of General Application respecting Property Taxes as if such lands were equivalent private property.

Specific Provision

- 21.2.5.1 Specific provisions in respect of Property Taxes shall be set out in the Selkirk First Nation self-government agreement.
- 21.2.5.2 For the purposes of this Agreement, the Community Boundary of Pelly Crossing is as shown on Inset Sketch on Territorial Resource Base Map 115 I/15, dated July 21, 1997, in Appendix B - Maps, which forms a separate volume to this Agreement.
- 21.2.5.3 Unimproved Settlement Land within the Community Boundary of Pelly Crossing shall be exempt from Property Taxes.

21.3.0 Arrears

- 21.3.1 Notwithstanding Laws of General Application, Settlement Land held by a Yukon First Nation or any Yukon First Nation Corporation shall not be subject to attachment, seizure or sale for non-payment of Property Taxes. If Property Taxes owing on such Settlement Land remain unpaid for more than two years, the taxing authority may withdraw the delivery of any or all services to such Settlement Land until the outstanding Property Taxes have been paid.

- 21.3.2 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the Property Taxes remain unpaid on Settlement Land six months after the withdrawal of any Local Government Services under 21.3.1, the taxing authority may attach the assets of that Yukon First Nation or any Yukon First Nation Corporation of that Yukon First Nation in addition to all other remedies including the filing of a lien or other instrument against such Settlement Land.
- 21.3.3 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if arrears under any agreement negotiated between the Yukon First Nation and Government for the provision of Local Government Services on Settlement Land remain unpaid for a period of six months, Government may withdraw any or all such services to such land until the outstanding arrears have been paid.
- 21.3.4 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the arrears remain unpaid six months after the withdrawal of services under 21.3.3, Government may, without the consent of the Yukon First Nation or any Yukon First Nation Corporation, refer the matter to the dispute resolution process under 26.3.0.

21.4.0 Determination of Rates

- 21.4.1 Yukon First Nation Final Agreements shall provide for Yukon First Nations or any Yukon First Nation Corporation to pay similar rates for user-pay Local Government Services as are paid by property owners in the same or similar communities.

Specific Provision	
21.4.1.1	Specific provisions in respect of user-pay Local Government Services shall be set out in the Selkirk First Nation self-government agreement.

21.5.0 Grants in Lieu

21.5.1 Notwithstanding Chapter 2 - General Provisions, Canada shall cease to make grants in lieu of taxes to the Yukon or Yukon municipalities in relation to a parcel of Land Set Aside upon the cancellation of the notation in respect of that parcel pursuant to 4.2.0.

21.6.0 Outstanding Property Taxes

21.6.1 Prior to the ratification of a Yukon First Nation Final Agreement, Government and the Yukon First Nation shall resolve the issue of outstanding Property Taxes on Settlement Land.

Specific Provision

21.6.1.1 The Yukon shall forgive Property Taxes outstanding as at the Effective Date of this Agreement in respect of Selkirk First Nation Settlement Land.

21.6.2 Notwithstanding 21.6.1, Government shall not collect Property Taxes on Unimproved Rural Settlement Land outstanding at the Effective Date of a Yukon First Nation Final Agreement.

CHAPTER 22 - ECONOMIC DEVELOPMENT MEASURES

22.1.0 Objectives

22.1.1 The objectives of this chapter are as follows:

- 22.1.1.1 to provide Yukon Indian People with opportunities to participate in the Yukon economy;
- 22.1.1.2 to develop economic self-reliance for Yukon Indian People; and
- 22.1.1.3 to ensure that Yukon Indian People obtain economic benefits that flow directly from the Settlement Agreements.

22.2.0 General

22.2.1 Nothing in a Settlement Agreement shall be construed to prevent a Yukon First Nation or a Yukon Indian Person from accessing and making use of economic development programs of general application to a Yukon resident and a Canadian citizen.

22.2.2 Except as otherwise agreed in a Yukon First Nation Final Agreement, nothing in this chapter shall be construed to impose any financial obligation on Government.

22.2.3 Measures identified in this chapter shall take into consideration Government fiscal responsibility and economic objectives.

22.3.0 Yukon First Nation Final Agreements

22.3.1 As soon as practicable after the completion of the implementation plan for a Yukon First Nation Final Agreement, the parties to each Yukon First Nation Final Agreement shall develop a plan for Yukon Indian People to take advantage of economic development opportunities generated by that Settlement Agreement, which plan may be completed either before or after a Yukon First Nation Final Agreement.

- 22.3.2 The plans shall include recommendations to:
- 22.3.2.1 maximize opportunities for training and identify the experience that Yukon Indian People will require to take advantage of the economic opportunities generated by Settlement Agreements;
 - 22.3.2.2 maximize the use of available financial and technical resources; and
 - 22.3.2.3 identify the funding requirements and measures necessary to stimulate community level economic activity.
- 22.3.3 Each Yukon First Nation Final Agreement shall provide for specific economic measures which shall address:
- 22.3.3.1 access to employment and contract opportunities for Yukon Indian People generated as a direct consequence of the Settlement Agreements;
 - 22.3.3.2 access to employment and contract opportunities for Yukon Indian People generated as a direct consequence of the land and resource management regime set out in the Umbrella Final Agreement;
 - 22.3.3.3 participation by Yukon Indian People in harvesting activities; and
 - 22.3.3.4 the interest of Yukon First Nations in strategic investments in areas such as transportation, culture, communication, agriculture, renewable resource services, energy resources, industry and tourism.

Specific Provision

- 22.3.3.5 The specific economic measures required by 22.3.3 are set out in Part I of Schedule A - Economic Measures, attached to this chapter.

- 22.3.4 Unless otherwise agreed in a Yukon First Nation Final Agreement, participation of Yukon Indian People in contracts identified pursuant to 22.3.3.1 and 22.3.3.2 shall be on a competitive basis.

- 22.3.5 Unless otherwise agreed in a Yukon First Nation Final Agreement, participation of Yukon Indian People in employment opportunities pursuant to 22.3.3.1 and 22.3.3.2 shall be based on appropriate qualifications or experience.
- 22.3.6 Each Yukon First Nation Final Agreement shall set out a process for allocation to that Yukon First Nation of licences, permits or grants for outfitting, commercial fishing other than salmon fishing, or other uses of natural resources.

Specific Provision

- 22.3.6.1 The process required by 22.3.6 is set out in Part II of Schedule A - Economic Measures, attached to this chapter.

- 22.3.7 The allocation of a licence, permit or grant provided under 22.3.6 shall be in accordance with the following conditions:
- 22.3.7.1 an existing licence, permit or grant shall continue in force for the present holder; and
- 22.3.7.2 renewals or assignments shall not be affected if the present holder is otherwise entitled to renew or assign.

22.4.0 Employment Opportunities

- 22.4.1 Where public service employment opportunities exist, Government shall assist in facilitating training and professional development of Yukon Indian People so that they will have access to such employment opportunities, with particular emphasis on increasing over a reasonable period of time the number of Yukon Indian People in technical, managerial and professional positions within the public service.
- 22.4.2 The Yukon and Yukon First Nations jointly shall explore ways to make apprenticeship programs more flexible, and to promote greater participation by Yukon Indian People in such programs, and shall examine other means of providing training for employment.

22.5.0 Contracting

- 22.5.1 The Yukon, at the time it publicly invites tenders, shall provide written notice to those Yukon First Nations who have indicated a wish to be advised of public tenders. Where bidders' lists or similar methods are used, the Yukon shall notify those Yukon First Nations who have indicated their interest in contracting and their ability to supply the tendered goods or services.
- 22.5.2 Any failure to provide notice pursuant to 22.5.1 shall not affect the public tender process or the contract awards resulting therefrom.
- 22.5.3 The Yukon shall provide information on a regular basis to Yukon First Nations on contracts awarded which were not advertised for public tender.
- 22.5.4 For contracts to be awarded in the Yukon, Canada undertakes to include on contract lists those qualified Yukon First Nations who have indicated an interest in contracting.
- 22.5.5 A Yukon First Nation may request information from a federal contracting authority on contracts awarded in the Yukon. Where such information is publicly available, the authority shall make all reasonable efforts to provide the requested information.
- 22.5.6 At the request of Yukon Indian People, Government shall provide information on how to access Government supply and services contracts and standing offers, and how to register on lists or inventories which Government uses for contracting.
- 22.5.7 Where practicable, provision of information in 22.5.6 shall be through seminars and workshops.
- 22.5.8 Government shall ensure that Yukon Indian People and Yukon First Nations' corporations are advised on how to access Government contracting, and that such individuals and businesses are given full opportunity to be registered on any lists or inventories Government uses for contracting purposes.
- 22.5.9 Any criteria for northern preference in contracting shall not exclude Yukon Indian People.

22.5.10 The Yukon shall, where reasonable, make best efforts to structure contracts, on both Settlement Land and Non-Settlement Land, so that they are of a size manageable by small businesses.

22.6.0 Public Corporations

22.6.1 Subject to 22.2.0, Government shall assist Yukon Indian People to make investments in public corporations.

22.6.2 The Yukon shall ensure that the Board of Directors of the Yukon Development Corporation is generally representative of the Yukon population.

22.6.3 The Yukon shall make best efforts to structure the Board of Directors of the Yukon Energy Corporation so that at least one-quarter of the directors are Yukon Indian People.

22.6.4 Yukon First Nation corporations may participate with the Yukon Development Corporation in economic opportunities, and such participation may include, but is not limited to, joint ventures, partnerships and equity participation in subsidiary corporations.

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

22.6.6 Government and Yukon First Nations shall establish, to the extent practicable, procedures for joint capital planning.

22.7.0 Economic Planning

22.7.1 The Yukon shall make best efforts to structure the Yukon Council on the Economy and the Environment so that at least one-quarter of its members are Yukon Indian People.

22.7.2 The Yukon shall ensure that at least one-quarter of the delegates invited to attend the annual review of the Yukon Economic Strategy are Yukon Indian People or their representatives.

22.8.0 Financial Institutions

22.8.1 The parties to the Umbrella Final Agreement shall examine the viability of a Yukon First Nation controlled trust company within two years of the enactment of Settlement Legislation.

22.8.2 If the concept of a Yukon First Nation trust company appears viable, Government shall take such measures as may be necessary and as are reasonable to enable Yukon First Nations to establish such an institution.

22.9.0 Implementation

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

SCHEDULE A

ECONOMIC MEASURES

PART I - SPECIFIC ECONOMIC MEASURES

1.0 Government Employment

1.1 Government shall develop and implement a plan which will include measures designed to attain the goals of:

1.1.1 a representative public service located in the Yukon, taking into account the aboriginal/non-aboriginal and gender make-up of the population of the Yukon; and

1.1.2 a representative public service located in the Traditional Territory of the Selkirk First Nation that reflects the aboriginal/non-aboriginal make-up of the population of the Yukon.

1.2 Government shall Consult with the Selkirk First Nation in developing the plan.

1.3 The plan shall be prepared within two years of the Effective Date of this Agreement.

1.4 Government may consolidate the plan, after Consultation with the Selkirk First Nation, with any other similar plan required by another Yukon First Nation Final Agreement, provided the consolidation does not adversely affect the benefits of Selkirk People set out in the plan.

1.5 The plan shall provide for periodic review.

1.6 The plan may provide for:

1.6.1 training;

1.6.2 public information;

1.6.3 counselling;

1.6.4 work place support;

1.6.5 targeted recruiting;

- 1.6.6 the designation of positions to be held by aboriginal people;
 - 1.6.7 preferences in hiring;
 - 1.6.8 measures to manage the effect of the Government plan on the ability of the Selkirk First Nation to recruit and retain qualified employees; and
 - 1.6.9 such other measures as may reasonably contribute to achieving the goal of a representative public service.
- 1.7 Government shall review job descriptions and other requirements for public service positions to ensure that:
- 1.7.1 implicit or explicit cultural bias is eliminated in the hiring and promotional process; and
 - 1.7.2 employment requirements are reasonable relative to the work, and free of standards and requirements that unfairly reduce the opportunities for Selkirk People and other residents of the Traditional Territory of the Selkirk First Nation to obtain employment and to receive promotions.

2.0 Project Agreements

- 2.1 For the purposes of 2.0, "YDAB" and "Project" have the same meaning as in Chapter 12 - Development Assessment.
- 2.2 Where the Yukon has the jurisdiction to issue a Decision Document for a Project in the Traditional Territory of the Selkirk First Nation which is reviewed by a panel of YDAB, the Yukon Minister may require in the Decision Document that the Project proponent, the Selkirk First Nation and the Yukon negotiate a Project agreement.
- 2.3 Project agreements referred to in 2.2 may include:
- 2.3.1 employment opportunities for Selkirk People;
 - 2.3.2 business opportunities for the Selkirk First Nation or for Selkirk People, including contracts and the provision of goods and services;

- 2.3.3 investment opportunities for the Selkirk First Nation including equity purchase; and
 - 2.3.4 other measures to mitigate negative socio-economic effects of the Project on the Selkirk First Nation or Selkirk People.
- 2.4 The provisions in 2.2 shall expire on January 1, 2019, unless the parties to this Agreement agree to extend the period of the application of 2.2.

3.0 Regional Economic Development Plan

- 3.1 No later than one year after the Effective Date of this Agreement, Government and the Selkirk First Nation shall jointly undertake the preparation of a regional economic development plan for the Traditional Territory of the Selkirk First Nation.
- 3.2 Government and the Selkirk First Nation shall provide the opportunity to involve a municipal or district government, if any, existing commercial and industrial interests within the Traditional Territory of the Selkirk First Nation, and other residents of the Traditional Territory of the Selkirk First Nation in the preparation of the regional economic development plan.
- 3.3 The regional economic development plan shall:
- 3.3.1 examine the state of the economy in the Traditional Territory of the Selkirk First Nation;
 - 3.3.2 assess the potential for development in the areas of communication, culture, transportation, agriculture, energy, renewable and non-renewable resources and tourism in the Traditional Territory of the Selkirk First Nation;
 - 3.3.3 recommend appropriate types of economic development activities which are consistent with the principles of Sustainable Development;
 - 3.3.4 recommend priorities for economic development in the Traditional Territory of the Selkirk First Nation;

- 3.3.5 recommend measures to integrate the Selkirk First Nation economic development opportunities plan required pursuant to 22.3.1 with the regional economic development plan;
 - 3.3.6 recommend measures to integrate the regional economic development plan with other relevant economic plans and strategies, including any economic plans and strategies prepared by or on behalf of Government;
 - 3.3.7 recommend actions which Government and the Selkirk First Nation should take to implement the regional economic development plan;
 - 3.3.8 recommend whether limits or other restrictions are required for commercial activities within the scope of Part II of this schedule, and if limits or other restrictions are required, recommend what those limits or restrictions should be;
 - 3.3.9 provide for periodic review and evaluation of the regional economic development plan; and
 - 3.3.10 recommend a process of amendment for the regional economic development plan.
- 3.4 Nothing in 3.1, 3.2, and 3.3 shall be construed to impose on Government or the Selkirk First Nation an obligation to implement the recommendations of the regional economic development plan.
- 3.5 Nothing in the regional economic development plan shall be construed to:
- 3.5.1 prevent the Selkirk First Nation or Selkirk People from accessing or making use of economic development programs of general application available to Yukon residents or Canadian citizens; or
 - 3.5.2 restrict access by Selkirk People to any other employment or training position available outside the Traditional Territory of the Selkirk First Nation.

4.0 Economic Development Agreements

4.1 Government may enter into economic development agreements with the Selkirk First Nation which provide:

4.1.1 technical and financial assistance for economic development purposes to residents of the Traditional Territory of the Selkirk First Nation and to organizations, businesses and corporations owned by those residents, Selkirk People or the Selkirk First Nation;

4.1.2 for the participation of the Selkirk First Nation in the planning, management, administration and decision making of those programs and services; and

4.1.3 for measures to implement recommendations of the regional economic development plan.

4.2 Government and the Selkirk First Nation shall take into consideration the regional economic development plan developed pursuant to 3.0, if completed, when negotiating an economic development agreement referred in 4.1.

4.3 Economic development agreements referred to in 4.1:

4.3.1 shall describe the purposes for which technical and financial assistance may be used;

4.3.2 may provide for a financial contribution by the Selkirk First Nation, consistent with the ability of the Selkirk First Nation to contribute; and

4.3.3 may provide for a financial contribution by Government for the purposes of the agreements.

4.4 The Selkirk First Nation shall nominate no less than one third of the members of any joint planning, management, advisory, or decision making body established pursuant to an economic development agreement referred to in 4.1.

5.0 Strategic Investments

5.1 In 5.0, the following definitions shall apply.

"Equity Cost" means the cost of a Project, exclusive of debt financing.

"Selkirk First Nation's Share" means the share, expressed as a percentage, which the Selkirk First Nation proposes to acquire in the Proponent's Share in a Project, pursuant to the exercise of the option described in 5.2.

"Project" means a non-renewable resource or hydro-electric project in the Traditional Territory of the Selkirk First Nation, construction of which commences after the Effective Date of this Agreement, and which is not an addition to or an improvement of a non-renewable resource or hydro-electric project or infrastructure existing at the Effective Date of this Agreement.

"Proponent" means the Yukon, or the agency or corporation of the Yukon which is a proponent of a Project.

"Proponent's Share" means the share, expressed as a percentage, of the Proponent in a Project.

5.2 The Selkirk First Nation shall have the option to acquire up to 25 percent of the interest of a Proponent in a Project.

5.3 Unless the Proponent and the Selkirk First Nation otherwise agree:

5.3.1 the Selkirk First Nation shall pay for the acquisition of its interest in a Project by:

5.3.1.1 paying an amount equal to the Selkirk First Nation's Share of the Proponent's Share of the Equity Cost of the Project;

5.3.1.2 assuming liability for a share of the full recourse debt financing for the Project equal to the Selkirk First Nation's share of the Proponent's Share of the liability under such financing; and

- 5.3.2 the other terms and conditions of the acquisition of its interest in the Project by the Selkirk First Nation shall be no less favourable than the terms and conditions applying to all participants in the Project, including the Proponent.
- 5.4 Subject to 5.5 and 5.6, and after notice has been given under 5.7.2, the Proponent and the Selkirk First Nation, at the request of the Selkirk First Nation, shall negotiate the terms and conditions of the Selkirk First Nation acquiring its interest in a Project.
- 5.5 At any time at least 270 days after notice has been given under 5.7.2, the Proponent may provide in writing to the Selkirk First Nation an offer setting out all the proposed terms and conditions of the Selkirk First Nation acquiring its interest pursuant to 5.2 in the Project.
- 5.6 The offer referred to in 5.5 shall be open for acceptance by the Selkirk First Nation for 30 days, and, failing acceptance of the offer, the option described in 5.2 shall lapse, and the Proponent shall have no further obligation to the Selkirk First Nation under 5.0 for that Project.
- 5.7 The Proponent shall, as soon as practicable:
- 5.7.1 give notice to the Selkirk First Nation of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the Selkirk First Nation; and
- 5.7.2 give notice to the Selkirk First Nation of receipt of all regulatory approvals required to start construction of a Project.
- 5.8 Nothing in 5.2 shall be construed to prevent the Selkirk First Nation from entering into an agreement to acquire an additional interest in a Project.

- 5.9 Unless otherwise agreed by all the parties owning an interest in a Project, the Selkirk First Nation, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Project pursuant to 5.2, which offer it is ready and willing to accept, shall communicate the terms of the offer to the Proponent, which shall have the first right to purchase that interest or portion thereof at the price and on the terms set out in the offer.
- 5.10 The Proponent may exercise the first right to purchase set out in 5.9 at any time during 30 days from the date on which it receives notice of the offer referred to in 5.9, by advising the Selkirk First Nation in writing of its intention to exercise the right and to complete the purchase within the following 100 days.
- 5.11 For greater certainty, nothing in 5.0 shall be construed to prevent the Selkirk First Nation from exercising the option described in 5.2 through the agency of a corporation which it owns or controls.
- 5.11.1 If the Selkirk First Nation chooses to exercise the option described in 5.2 through the agency of a corporation which it owns or controls, the provisions of 5.0 shall apply to that corporation as if it was the Selkirk First Nation.
- 5.11.2 If the Selkirk First Nation chooses to exercise the option described in 5.2 through the agency of a corporation which it owns or controls, it shall advise the Proponent of that choice and of the legal name of the corporation as soon as possible.
- 5.12 Nothing in 5.0 shall be construed to prevent the Selkirk First Nation and the Yukon, its agencies and corporations from entering into an agreement whereby the Selkirk First Nation acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure which addition or improvement did not exist at the Effective Date of this Agreement.

- 5.12.1 Unless the Selkirk First Nation and the Yukon, its agency or corporation otherwise agree, the terms and conditions upon which the Selkirk First Nation acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure which addition or improvement did not exist at the Effective Date of this Agreement shall be no less favourable than the terms and conditions applying to all parties, including the Proponent, acquiring any interest in that addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure.
- 5.13 Nothing in 5.0 shall be construed to prevent the Selkirk First Nation from entering into an agreement with Government its agencies or corporations to build or develop a non-renewable resource development or hydro-electric project.
- 5.13.1 If the Yukon, or an agency or corporation of the Yukon, decides to proceed with a hydro-electric or water storage project at Granite Canyon, the Selkirk First Nation shall be invited to make a proposal to build or develop that hydro-electric or water storage project, and all such proposals received shall be assessed according to criteria included in the request for proposals.
- 5.14 Where the Yukon, or an agency or corporation of the Yukon, or any assignee or grantee thereof (collectively the "Developer"), decides to proceed with a hydro-electric or water storage project at Granite Canyon and the Developer is not the Selkirk First Nation or a Selkirk Firm, the Yukon shall require that the Developer and the Selkirk First Nation make best efforts to negotiate an economic opportunities agreement related to the construction and operation of such project.

- 5.14.1 The economic opportunities agreement shall include specific economic opportunities for the Selkirk First Nation, Selkirk People and Selkirk Firms including:
 - 5.14.1.1 access to employment and contracting opportunities;
 - 5.14.1.2 opportunities for the provision of goods and services; and
 - 5.14.1.3 other measures designed to mitigate negative socio-economic effects of the hydro-electric or water storage project at Granite Canyon on the Selkirk First Nation and Selkirk People.
- 5.14.2 The economic opportunities agreement may include provisions for the equity participation of the Selkirk First Nation or Selkirk Firms in the project.
- 5.15 If the Developer and the Selkirk First Nation do not agree upon the provisions referred to in 5.14.1 to be included in the economic opportunities agreement, then the following provisions shall apply.
 - 5.15.1 the Yukon shall, after Consultation with the Selkirk First Nation and the Developer, decide upon the provisions to be included in the economic opportunities agreement.
 - 5.15.2 the Yukon shall forward the decision referred to in 5.15.1 with written reasons to the Selkirk First Nation and the Developer and thereupon:
 - 5.15.2.1 the Selkirk First Nation and the Developer may each make final recommendations to the Yukon with written reasons regarding the provisions to be included in the economic opportunities agreement; and

- 5.15.2.2 the Yukon shall then make a final decision as to the provisions to be included in the economic opportunities agreement.
- 5.16 The Yukon, the Selkirk First Nation, and the Developer shall, within two years of the development of the economic opportunities agreement and every five years thereafter, review the implementation of the economic opportunities agreement unless the Yukon, the Selkirk First Nation and the Developer otherwise agree.
- 5.17 Nothing contained in 5.14, 5.15 and 5.16 shall prejudice the rights of the Selkirk First Nation to compensation for expropriation under Chapter 7 - Expropriation of this Agreement.

6.0 Boards

- 6.1 The Boards referred to in 2.12.1 of this Agreement and the Designated Office defined in 12.2.0 of this Agreement shall consider the inclusion of criteria for special aboriginal or local knowledge when establishing specifications for contract opportunities and job descriptions for any employment activities which a Board or a Designated Office may have.
- 6.2 Nothing in 6.1 shall be construed to mean that a criterion for employment of Selkirk People shall be the determining criterion in awarding any contract.

7.0 Agreements

- 7.1 The parties to this Agreement may enter into agreements to give effect to recommendations in plans described in this chapter or to otherwise achieve the objectives of 22.1.0 of this chapter.
- 7.2 An agreement referred to in 7.1 shall state whether, and if so, to what extent, the agreement is binding on the parties to the Agreement.

7.3 Nothing in this Agreement shall be construed to limit the ability of the Selkirk First Nation and the Yukon to make recommendations to, and enter into agreements with, each other respecting the establishment of measures, policies, and programs with the objective of furthering the economic development of resources within the Traditional Territory of the Selkirk First Nation, in a manner which is consistent with the culture, values and identity of the Selkirk First Nation.

8.0 Airstrips

8.1 In 8.0, the following definitions shall apply.

"Lots" means parcels of land within the Pelly Airstrip Reserve or the Minto Airstrip Reserve.

"Pelly Airstrip Reserve" means the area shown on Sketch 2 on Territorial Resource Base Map 115, I/15, dated July 21, 1997, in Appendix B - Maps, which forms a separate volume to this Agreement.

"Minto Airstrip Reserve" means the area shown on Sketch 1 on Inset Sketch on Territorial Resource Base Map 115 I/10, dated July 21, 1997, in Appendix B - Maps, which forms a separate volume to this Agreement.

8.2 If Lots are made available for lease from the Yukon in connection with aviation activities, the Selkirk First Nation shall have a right of first refusal to obtain a leasehold interest in one of the Lots at the Pelly Airstrip Reserve and in one of the Lots at the Minto Airstrip Reserve.

- 8.2.1 Upon Lots being made available for lease from the Yukon in connection with aviation activities, the Yukon shall give notice in writing to the Selkirk First Nation of the fact, and the terms and conditions upon which the Lots may be leased.
- 8.2.2 The Selkirk First Nation may exercise its right of first refusal referred to in 8.2 at any time during the 30 days following the date upon which it received the notice referred to in 8.2.1, by advising the Yukon in writing of the Lots in respect of which it intends to exercise the right.
- 8.2.3 If the Selkirk First Nation fails, within the 30 days following its receipt of the notice referred to in 8.2.1, to advise the Yukon that it wishes to exercise its right of first refusal, it shall be deemed to have given notice that it will not be exercising that right.
- 8.2.4 If the Selkirk First Nation notifies the Yukon that it is not exercising its right of first refusal referred to in 8.2 or if it is deemed to have given notice that it is not exercising that right pursuant to 8.2.3, the Yukon may offer the Lots to others upon the same terms and conditions as were offered to the Selkirk First Nation.
- 8.3 Nothing in 8.0 shall be construed to prevent the Selkirk First Nation from acquiring Lots through any public process.
- 8.4 The Yukon shall Consult with the Selkirk First Nation in the planning and design of Lots.

SCHEDULE A

ECONOMIC MEASURES

PART II - ALLOCATION OF LICENSES, PERMITS, AND CONCESSIONS

1.0 Commercial Freshwater Fish

1.1 The Selkirk First Nation shall have the right of first refusal to acquire licenses or permits in respect of commercial freshwater fishing in the Traditional Territory of the Selkirk First Nation as follows:

1.1.1 Government shall offer to the Selkirk First Nation any new licenses or permits in respect of commercial freshwater fishing until the Selkirk First Nation and Selkirk Firms together have been allocated 25 percent of the commercial freshwater fish quota in the Traditional Territory of the Selkirk First Nation.

2.0 Commercial Wilderness Adventure Travel

2.1 If Government places a limit upon the number of licenses or permits to be issued in respect of a sector of the commercial wilderness adventure travel industry in the Traditional Territory of the Selkirk First Nation, the Selkirk First Nation shall have a right of first refusal to acquire a portion of those licenses or permits as follows:

2.1.1 in the first year that Government places the limit, Government shall offer to the Selkirk First Nation in respect of its Traditional Territory:

2.1.1.1 25 percent of the licenses or permits to be issued, less the number of licenses or permits required to allow existing operations which are held by Selkirk Firms to operate at their then existing level, or

- 2.1.1.2 the number of licenses or permits that remain after the then existing operations in the Traditional Territory of the Selkirk First Nation have been issued the licenses or permits that are required to allow them to operate at their then existing level,

whichever is less; and

- 2.1.2 in the second year, and each year thereafter, Government shall offer to the Selkirk First Nation any new licenses or permits issued from time to time until the Selkirk First Nation and Selkirk Firms together have been issued 25 percent of the licenses or permits issued from time to time.

3.0 Commercial Freshwater Sports Fishing

- 3.1 If Government places a limit upon the number of licenses or permits to be issued in respect of a sector of the commercial freshwater sports fishing industry in the Traditional Territory of the Selkirk First Nation, the Selkirk First Nation shall have a right of first refusal to acquire a portion of those licenses or permits as follows:

- 3.1.1 in the first year that Government places the limit, Government shall offer to the Selkirk First Nation in respect of its Traditional Territory:

- 3.1.1.1 25 percent of the licenses or permits to be issued, less the number of licenses or permits required to allow existing operations which are held by Selkirk Firms to operate at their then existing level, or

- 3.1.1.2 the number of licenses or permits that remain after the then existing operations in the Traditional Territory of the Selkirk First Nation have been issued the licenses or permits that are required to allow them to operate at their then existing level,

whichever is less; and

- 3.1.2 in the second year, and in each year thereafter, Government shall offer to the Selkirk First Nation any new licenses or permits issued from time to time until the Selkirk First Nation and Selkirk Firms together have been issued 25 percent of the licenses or permits issued from time to time.

- 3.2 In calculating the number of licenses or permits required to be offered to the Selkirk First Nation pursuant to 3.1, the total number of licenses or permits to be issued at Ta'tla Mun in respect of a sector of the commercial freshwater sports fishing industry shall be included in the total number of licenses or permits to be issued in the Traditional Territory of the Selkirk First Nation in respect of that sector.
- 3.3 The number of licenses or permits offered to Selkirk First Nation pursuant to 6.1 of Schedule B - Ta'tla Mun Special Management Area of Chapter 10 - Special Management Areas, shall not be included in the calculation of the number of licenses or permits required to be offered to the Selkirk First Nation pursuant to this schedule.

4.0 Conditions

- 4.1 Government shall Consult with the Selkirk First Nation when deciding to establish a licensing or permitting regime or when deciding to amend an existing licensing or permitting regime in respect of the industries referred to in 1.0, 2.0 and 3.0 in the Traditional Territory of the Selkirk First Nation.
- 4.2 Government shall Consult with the Selkirk First Nation when deciding to place a limit or vary an existing limit upon the number of licenses or permits to be issued in respect of the industries referred to in 1.0, 2.0 and 3.0 in the Traditional Territory of the Selkirk First Nation.
- 4.3 In making a decision referred to in 4.2 and in responding to a recommendation pursuant to 4.4, Government shall consider the following:

- 4.3.1 the number of existing operations in the sector of the industry referred to in 1.0, 2.0 and 3.0 in respect of which the placing of a limit or the varying of an existing limit upon the number of licenses or permits to be issued in the Traditional Territory of the Selkirk First Nation is being considered;
 - 4.3.2 the capacity of that sector to accommodate additional operators, including the Selkirk First Nation and Selkirk Firms;
 - 4.3.3 whether a delay in placing a limit or varying an existing limit upon the number of licenses or permits to be issued in respect of that sector would affect the ability of the Selkirk First Nation and Selkirk Firms together to acquire 25 percent of the licenses or permits to be issued;
 - 4.3.4 the objectives of this chapter; and
 - 4.3.5 such other matters as to which the parties may agree.
- 4.4 The Selkirk First Nation may, in writing, giving reasons, recommend to the Minister:
- 4.4.1 the establishment of or amendment to a licensing or permitting regime in respect of the industries referred to in 1.0, 2.0 and 3.0; and
 - 4.4.2 the placement of or variation of a limit upon the number of licenses or permits to be issued in respect of the industries referred to in 1.0, 2.0 and 3.0.
- 4.5 The Minister shall, within 90 days of receipt of a recommendation from the Selkirk First Nation pursuant to 4.4, respond in writing to the Selkirk First Nation, giving reasons for any decision made in respect of that recommendation.
- 4.6 The Selkirk First Nation may enter into joint ventures or other arrangements with other persons to use the licenses or permits issued to the Selkirk First Nation pursuant to 1.0, 2.0 or 3.0.

- 4.7 The Selkirk First Nation shall apply to Government within one year of the offer of a license or permit referred to in 1.0, 2.0 and 3.0, failing which the right of first refusal for that license or permit shall lapse.
- 4.8 A license or permit in respect of which a right of first refusal has lapsed under 4.7 shall not be considered a license or permit offered to the Selkirk First Nation under 1.0, 2.0 or 3.0.
- 4.9 When the Selkirk First Nation applies for a license or permit in accordance with 4.7 and satisfies the requirements that otherwise apply to obtaining such a license or permit, Government shall issue that license or permit to the Selkirk First Nation.
- 4.10 A renewal or assignment of a license or permit shall not be considered a new license or permit for the purpose of the calculation of the number of licenses or permits required to be offered to the Selkirk First Nation pursuant to 1.0, 2.0 and 3.0.
- 4.11 Nothing in 1.0, 2.0 or 3.0 shall be construed to obligate Government to replace a license or permit obtained by the Selkirk First Nation pursuant to these provisions where the Selkirk First Nation has sold or assigned that license or permit.
- 4.12 Nothing in 1.0, 2.0 and 3.0 shall be construed to prevent the Selkirk First Nation or a Selkirk Firm from acquiring additional licenses or permits through the normal regulatory process.
- 4.13 The rights of first refusal referred to in 1.1, 2.1 and 3.1 shall expire on January 1, 2019, unless the parties to this Agreement agree to extend the application of those provisions.

5.0 Outfitting Concession

- 5.1 The Selkirk First Nation shall have the first right to acquire the next outfitting concession which becomes available in the Traditional Territory of the Selkirk First Nation after the Effective Date of this Agreement.

- 5.1.1 Upon that outfitting concession becoming available, Government shall give notice in writing to the Selkirk First Nation of that fact and of the terms and conditions upon which that concession might be acquired.
 - 5.1.2 The Selkirk First Nation may exercise the first right to acquire referred to in 5.1, at any time during the 90 days following the date upon which it received the notice referred to in 5.1.1, by advising Government in writing of its intention to exercise that right.
 - 5.1.3 If the Selkirk First Nation fails, within the 90 days following its receipt of the notice referred to in 5.1.1, to advise Government that it wishes to exercise the first right to acquire referred to in 5.1, it shall be deemed to have given notice that it will not be exercising that right.
- 5.2 For the purposes of 5.0, an outfitting concession becomes available only in the following circumstances:
- 5.2.1 Government decides to grant a concession in respect of an area, the greatest part of which has never been the subject of any outfitting concession;
 - 5.2.2 Government decides to grant one or more additional concessions in respect of an area which was previously the subject of only one concession;
 - 5.2.2.1 for greater certainty, the realignment of the existing boundaries of two or more adjacent outfitting areas does not result in a new concession becoming available for the purposes of 5.0;
 - 5.2.3 Government decides to grant a concession in respect of an area, the previous concession in respect of which Government has revoked or refused to renew because of the concession holder's failure to comply with the Laws of General Application; or

- 5.2.4 Government decides to grant a concession in respect of an area, the previous concession in respect of which Government has revoked or refused to renew because it was then of the opinion that to do so was necessary for the conservation of wildlife in the area or protection of the public interest.
- 5.3 The first right to acquire referred to in 5.1 shall expire on January 1, 2019, unless the parties to this Agreement agree to extend the application of this provision.

CHAPTER 23 - RESOURCE ROYALTY SHARING

23.1.0 Definitions

In this chapter, the following definitions shall apply.

"Crown Royalty" means any amount received by the Yukon, paid in money or in kind, in respect of a Resource produced by a Person from land where Government owns the Resource, but does not include any payment made for a service, for the creation of special purposes funds, for the issuance of a right or interest or for the granting of an approval or authorization, any payment required regardless of the ownership of the Resource, or any payment for incentives, less:

- (a) the reasonable costs incurred by the Yukon for the collection of the Crown Royalty; and
- (b) any deductions made by Canada from federal financial contributions to the Yukon by reason of the Yukon receiving revenues from a Resource.

"Resource" means Mines and Minerals, other than Specified Substances, found in, on or under the Yukon Territory.

"Yukon First Nation Royalty" means any sum which would be payable to the Yukon in respect of the production of a Resource on Category A Settlement Land as if that land were owned by Government, regardless of whether a Yukon First Nation actually receives a greater or lesser royalty when granting interests in a Resource on Category A Settlement Land, less the reasonable costs incurred by the Yukon First Nation for the collection of its royalty.

"Yukon Territory" means the Yukon Territory as defined in the Yukon Act, R.S.C. 1985, c. Y-2 as at December 15, 1988, notwithstanding any subsequent amendment to that Act.

23.2.0 Crown Royalty Sharing

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

23.2.1.1 the Yukon shall, subject to 23.2.2, pay to the Yukon First Nations, annually, an amount equal to,

- (a) 50 percent of the first two million dollars of any amount by which the Crown Royalty exceeds the Yukon First Nation Royalty, in respect of that year, and
- (b) 10 percent of any additional amount by which the Crown Royalty exceeds the Yukon First Nation Royalty in respect of that year.

23.2.2 Subject to 23.2.5, the amount due to Yukon First Nations pursuant to 23.2.1 in any year shall not exceed the amount which, if distributed equally among all Yukon Indian People, would result in an average per capita income for Yukon Indian People equal to the Canadian average per capita income.

- 23.2.3 The Yukon shall Consult with a Yukon First Nation before granting a fee simple interest within that Yukon First Nation's Traditional Territory in any Resource.
- 23.2.4 The amounts due pursuant to 23.2.1 shall be prorated among Yukon First Nations on the same basis as Schedule A - Apportionment of the 1989 Aggregate Value, attached to Chapter 19 - Financial Compensation.
- 23.2.5 The amounts referred to in 23.2.4 shall, in each year, be payable only to those Yukon First Nations who have entered into a Yukon First Nation Final Agreement during or prior to that year. The amounts allocated to Yukon First Nations which have not entered into Yukon First Nation Final Agreements shall not be payable and shall remain vested in the Yukon.
- 3.2.6 In the event that, following payment, there is determined to have been an overpayment or underpayment to a Yukon First Nation in any year, such variance may be adjusted for in the payment in the following year.
- 23.2.7 While the parties to the Umbrella Final Agreement acknowledge that nothing in the Umbrella Final Agreement constitutes any commitment to shared management of the Resources between Government and Yukon First Nations, the Yukon shall Consult with Yukon First Nations before making changes to the fiscal regime which would change the Crown Royalty regime.
- 23.2.8 Any payments made by the Yukon to Yukon First Nations pursuant to 23.2.1 shall not be reimbursed to the Yukon, in whole or in part, by Canada.

23.3.0 Interim Provisions

23.3.1 The parties to the Umbrella Final Agreement recognize that Canada and the Yukon are negotiating agreements with respect to the transfer of administration and management of Resources.

23.3.2 The Council for Yukon Indians may participate with the Yukon in the development of the Yukon's negotiating positions for negotiations pursuant to 23.3.1.

23.3.3 It is acknowledged the Yukon will represent the interests of all Yukon residents in negotiations pursuant to 23.3.1.

23.3.4 Any agreement as a result of negotiations pursuant to 23.3.1 shall be consistent with this chapter.

CHAPTER 24 - YUKON INDIAN SELF-GOVERNMENT

24.1.0 General

24.1.1 Government shall enter into negotiations with each Yukon First Nation which so requests with a view to concluding self-government agreements appropriate to the circumstances of the affected Yukon First Nation.

24.1.2 Subject to negotiation of an agreement pursuant to 24.1.1 and in conformity with the Constitution of Canada, the powers of a Yukon First Nation may include the powers to:

24.1.2.1 enact laws and regulations of a local nature for the good government of its Settlement Land and the inhabitants of such land, and for the general welfare and development of the Yukon First Nation;

24.1.2.2 develop and administer programs in areas of Yukon First Nation responsibility;

24.1.2.3 appoint representatives to boards, councils, commissions and committees as provided for in the Settlement Agreements;

24.1.2.4 allocate, administer and manage Settlement Land;

24.1.2.5 contract with Persons or governments;

24.1.2.6 form corporations and other legal entities;

24.1.2.7 borrow money; and

24.1.2.8 levy and collect fees for the use or occupation of Settlement Land including property taxes.

24.1.3 Self-government agreements shall not affect:

24.1.3.1 the rights of Yukon Indian People as Canadian citizens; and

- 24.1.3.2 unless otherwise provided pursuant to a self-government agreement or legislation enacted thereunder, their entitlement to all of the services, benefits and protections of other citizens applicable from time to time.

24.2.0 Subjects for Negotiation

- 24.2.1 Negotiations respecting a self-government agreement for a Yukon First Nation may include the following subjects:
 - 24.2.1.1 the Yukon First Nation constitution;
 - 24.2.1.2 the Yukon First Nation's community infrastructure, public works, government services and Local Government Services;
 - 24.2.1.3 community development and social programs;
 - 24.2.1.4 education and training;
 - 24.2.1.5 communications;
 - 24.2.1.6 culture and aboriginal languages;
 - 24.2.1.7 spiritual beliefs and practices;
 - 24.2.1.8 health services;
 - 24.2.1.9 personnel administration;
 - 24.2.1.10 civil and family matters;
 - 24.2.1.11 subject to federal tax Law, the raising of revenue for local purposes including direct taxation;
 - 24.2.1.12 economic development;
 - 24.2.1.13 the administration of justice and the maintenance of law and order;
 - 24.2.1.14 relations with Canada, the Yukon and local governments;
 - 24.2.1.15 financial transfer arrangements;

- 24.2.1.16 an implementation plan; and
- 24.2.1.17 all matters ancillary to the foregoing, or as may be otherwise agreed.

24.3.0 Devolution

24.3.1 Government and a Yukon First Nation may negotiate the devolution of programs and services associated with the responsibilities of the Yukon First Nation as agreed in negotiations over matters enumerated in 24.2.1.

24.3.2 For greater certainty, pursuant to 24.2.1, Government and the Yukon First Nation may negotiate the devolution of programs and services dealing with the following:

- 24.3.2.1 Yukon First Nation authority for the design, delivery and management of Indian language and cultural curriculum;
- 24.3.2.2 Yukon First Nation authority for the design, delivery and administration of tribal justice; and
- 24.3.2.3 the division and sharing of Yukon First Nation and Government responsibility for the design, delivery and administration of programs relating to,

Education

- (a) Indian student counselling,
- (b) cross cultural teacher/administrator orientation,
- (c) composition of teaching staff,
- (d) early childhood, special, and adult education curriculum,
- (e) kindergarten through grade 12 curriculum,
- (f) the evaluation of teachers, administrators and other employees,

Health and Social Services

- (g) family and child welfare, including custom adoption,
- (h) substance abuse programs,
- (l) juvenile offender programs,
- (j) child development programs,
- (k) programs for the mentally, physically, emotionally or socially disabled,
- (l) other health and social services that the parties may agree to from time to time,

Justice

- (m) policing and enforcement of law,
- (n) corrections,
- (o) probation services,
- (p) community conflict resolution,

Employment Opportunities

- (q) increased employment opportunities for Yukon Indian People; and

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

24.4.0 Participation

24.4.1 The parties to the Umbrella Final Agreement may negotiate guaranteed representation for Yukon First Nations on government commissions, councils, boards and committees in the Yukon established to deal with the following matters:

- 24.4.1.1 education;
- 24.4.1.2 health and social services;
- 24.4.1.3 justice and law enforcement; and
- 24.4.1.4 other matters as may be agreed.

24.5.0 Yukon First Nation Constitutions

- 24.5.1 Negotiations regarding a Yukon First Nation constitution may include the following:
 - 24.5.1.1 composition, structure and powers of the Yukon First Nation government institutions;
 - 24.5.1.2 membership;
 - 24.5.1.3 election procedures;
 - 24.5.1.4 meeting procedures;
 - 24.5.1.5 financial management procedures;
 - 24.5.1.6 composition and powers of all committees;
 - 24.5.1.7 the rights of individual members of a Yukon First Nation with respect to the powers of the Yukon First Nation government institutions;
 - 24.5.1.8 amending procedures;
 - 24.5.1.9 internal management of the Yukon First Nation, including regional or district management structures; and
 - 24.5.1.10 use, occupation and disposition of the Yukon First Nation's Settlement Land and resources.

24.6.0 Financial Transfer Arrangements

- 24.6.1 The intent of any financial transfer arrangement negotiated in accordance with 24.2.1.15 shall be to:

- 24.6.1.1 specify a method for determining levels of Government financial transfers to the Yukon First Nation in question;
 - 24.6.1.2 specify obligations of all parties, including minimum program delivery standards for programs to be delivered by the Yukon First Nation; and
 - 24.6.1.3 specify accountability requirements with respect to transferred funds.
- 24.6.2 Such financial transfer arrangements shall address requirements for contributions from the Government towards the funding of Yukon First Nation institutions and programs.
- 24.6.3 Financial transfer arrangements may provide for the transfer of funds through a block-funding mechanism.
- 24.6.4 Financial transfer arrangements may be re-negotiable every five years.

24.7.0 Regional or District Structures

- 24.7.1 A Yukon First Nation, Canada, the Yukon and Yukon municipalities, may develop common administrative or planning structures within a community, region or district of the Yukon and these structures shall:
- 24.7.1.1 remain under the control of all Yukon residents within that district; and
 - 24.7.1.2 include direct representation by the affected Yukon First Nations within that district.

24.8.0 Status of Yukon First Nations under the Income Tax Act

- 24.8.1 Agreements negotiated pursuant to 24.1.1 shall include provisions respecting the status of a Yukon First Nation as a municipality or public body performing the functions of government or a municipal corporation under the Income Tax Act, S.C. 1970-71-72, c. 63.

24.8.2 Unless the parties otherwise agree, an entity described in 24.8.1 shall be restricted by its enabling authority to the provision of government or other public services and, in particular, it shall not engage in commercial activities nor control any entity that carries on a commercial activity or is engaged in making investments.

24.9.0 Legislation

24.9.1 The parties to the Umbrella Final Agreement shall negotiate guidelines for drafting Legislation to bring into effect agreements negotiated pursuant to 24.1.1.

24.9.2 Subject to 24.9.1, the Yukon shall recommend to its Legislative Assembly, Legislation separate from the Settlement Legislation to bring into effect those agreements negotiated pursuant to 24.1.1 for which the Yukon has legislative authority.

24.9.3 Subject to 24.9.1, Canada shall recommend to Parliament Legislation separate from the Settlement Legislation to bring into effect those agreements negotiated pursuant to 24.1.1 for which Canada has legislative authority.

24.10.0 Amendment

24.10.1 Government shall consult with affected Yukon First Nations before recommending to Parliament or the Yukon Legislative Assembly, as the case may be, Legislation to amend or repeal Legislation enacted to give effect to those agreements negotiated pursuant to 24.1.1.

24.10.2 The manner of consultation in 24.10.1 shall be set out in each self-government agreement.

24.10.3 Yukon First Nations constitutions may be amended only by internal amending formulae or by amendment to the self-government Legislation.

24.11.0 Process

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

- 24.11.1.1 the order in which the matters to be negotiated are to be addressed;
 - 24.11.1.2 the time frame within which negotiations will take place, which shall be concurrent with time frames established for the negotiation of Yukon First Nation Final Agreements; and
 - 24.11.1.3 such other matters as may be necessary or desirable to ensure that negotiations proceed in a logical and efficient manner.
- 24.11.2 Funding for negotiations shall be according to federal policy for self-government negotiations.

24.12.0 Protection

- 24.12.1 Agreements entered into pursuant to this chapter and any Legislation enacted to implement such agreements shall not be construed to be treaty rights within the meaning of section 35 of the Constitution Act, 1982.
- 24.12.2 Nothing in this chapter or in the Settlement Agreements shall preclude Yukon First Nations, if agreed to by the Yukon First Nations and Canada, from acquiring constitutional protection for self-government as provided in future constitutional amendments.
- 24.12.3 Any amendments to this chapter related to the constitutional protection for self-government in whole or in part shall be by agreement of Canada and the Yukon First Nations.
- 24.12.4 Nothing in 24.12.1, 24.12.2 or 24.12.3 shall be construed to affect the interpretation of aboriginal rights within the meaning of sections 25 or 35 of the Constitution Act, 1982.

CHAPTER 25 - TRANSBOUNDARY AGREEMENTS

25.1.0 General

25.1.1 Government, the Council for Yukon Indians and the affected Yukon First Nations shall cooperate in negotiating Transboundary Agreements.

25.1.2 Government, the Council for Yukon Indians and the affected Yukon First Nations shall endeavour to secure the cooperation of the Government of British Columbia, the Government of the Northwest Territories and transboundary aboriginal groups in negotiating Transboundary Agreements.

25.2.0 Transboundary Negotiations

25.2.1 Government, the Council for Yukon Indians and Yukon First Nations whose Traditional Territories are affected by a transboundary aboriginal claim shall work together in respect of each transboundary aboriginal claim to negotiate a Transboundary Agreement.

25.2.2 Government, the Council for Yukon Indians and the affected Yukon First Nations shall make best efforts to settle the transboundary aboriginal claims of Yukon Indian People in the Northwest Territories and British Columbia based upon reciprocity for traditional use and occupancy.

25.2.3 Canada shall make adequate resources available for Yukon First Nations to negotiate Transboundary Agreements in accordance with federal comprehensive claims funding policies.

25.2.4 The negotiations shall be based on traditional use and occupancy.

25.3.0 Internal Relations

25.3.1 Nothing in this chapter shall preclude a Yukon First Nation and a transboundary claimant group who are parties to a Transboundary Agreement from making agreements in respect of the sharing of their lands, resources and benefits or from developing their own forms of internal relations.

25.3.2 Transboundary claimant participation in land and resources management in the Yukon shall be provided for in Transboundary Agreements.

25.4.0 Amendment

25.4.1 Except where expressly provided otherwise in a Transboundary Agreement, that Transboundary Agreement may only be amended with the consent of all parties to that Transboundary Agreement.

25.5.0 Yukon First Nation Final Agreements and Transboundary Agreements Conflicts

25.5.1 For the purposes of 25.5.0, "Subsequent Transboundary Agreement" means:

25.5.1.1 a Transboundary Agreement entered into after the ratification of the Umbrella Final Agreement; and

25.5.1.2 any amendment, after ratification of the Umbrella Final Agreement, to a Transboundary Agreement entered into prior to ratification of the Umbrella Final Agreement.

25.5.2 A Yukon First Nation Final Agreement shall contain provisions which, to the satisfaction of the parties to that Yukon First Nation Final Agreement:

25.5.2.1 resolve any inconsistencies or conflicts between that Yukon First Nation Final Agreement and any Subsequent Transboundary Agreement then in effect which has application in the Traditional Territory of the Yukon First Nation; and

- 25.5.2.2 allow for the resolution of any inconsistencies or conflicts between that Yukon First Nation Final Agreement and a Subsequent Transboundary Agreement not then in effect but which, when in effect, might have application in the Traditional Territory of the Yukon First Nation.
- 25.5.3 Canada shall not agree in a Subsequent Transboundary Agreement to provisions:
- 25.5.3.1 which resolve conflicts or inconsistencies between that Subsequent Transboundary Agreement and a Yukon First Nation Final Agreement; or
- 25.5.3.2 which allow for the resolution of inconsistencies or conflicts between that Subsequent Transboundary Agreement and any Yukon First Nation Final Agreement not then in effect but which, when in effect, might have application in the same area of the Yukon as the Subsequent Transboundary Agreement,
- without the consent of the Yukon First Nation in whose Traditional Territory the Subsequent Transboundary Agreement has, or, when in effect, might have application, and the consent of the Yukon.
- 25.5.4 The Yukon shall not agree in a Subsequent Transboundary Agreement to provisions:
- 25.5.4.1 which resolve conflicts or inconsistencies between that Subsequent Transboundary Agreement and a Yukon First Nation Final Agreement; or
- 25.5.4.2 which allow for the resolution of inconsistencies or conflicts between that Subsequent Transboundary Agreement and any Yukon First Nation Final Agreement not then in effect but which, when in effect, might have application in the same area of the Yukon as the Subsequent Transboundary Agreement,
- without the consent of the Yukon First Nation in whose Traditional Territory the Subsequent Transboundary Agreement has, or, when in effect, might have application, and the consent of Canada.

25.5.5 Canada shall not agree to any provision in a Subsequent Transboundary Agreement which primarily affects a matter within the jurisdiction of the Yukon without the consent of the Yukon.

CHAPTER 26 - DISPUTE RESOLUTION

26.1.0 Objectives

26.1.1 The objectives of this chapter are as follows:

26.1.1.1 to establish a comprehensive dispute resolution process for resolving disputes which arise out of the interpretation, administration or implementation of Settlement Agreements or Settlement Legislation; and

26.1.1.2 to facilitate the out-of-court resolution of disputes under 26.1.1, in a non-adversarial and informal atmosphere.

26.2.0 Definitions

In this chapter, the following definitions shall apply.

"Board" means the Dispute Resolution Board established pursuant to 26.5.1.

"Panel" means the Dispute Resolution Panel appointed pursuant to 26.5.3.

26.3.0 Specific Disputes

26.3.1 A party to a Settlement Agreement may refer any of the following matters to mediation under 26.6.0:

- 26.3.1.1 any matter which the Umbrella Final Agreement refers to the dispute resolution process;
 - 26.3.1.2 any matter which a Settlement Agreement, a Yukon First Nation self-government agreement or any other agreement between the parties to a Yukon First Nation Final Agreement refers to the dispute resolution process; and
 - 26.3.1.3 any other matter which at any time all parties to a Settlement Agreement agree should be referred to the dispute resolution process whether or not related to a Settlement Agreement.
- 26.3.2 Each party to a Settlement Agreement has a right to be a party to a dispute described in 26.3.1 arising out of that Settlement Agreement.
- 26.3.3 Subject to 26.8.0, no party to a Settlement Agreement may apply to any court for relief in respect of any dispute which may be referred to mediation under 26.3.1 except for an application for interim or interlocutory relief where the Board has failed to appoint a mediator under 26.6.2 or an arbitrator under 26.7.2 within 60 days of application by any party to the dispute.
- 26.3.4 Any Person whose interests, in the opinion of the mediator, will be adversely affected by a dispute referred to mediation under 26.3.1 has a right to participate in the mediation on such terms as the mediator may establish.
- 26.3.5 A dispute described in 26.3.1 which is not resolved by mediation under 26.6.0 may be referred to arbitration under 26.7.0 by any party to the dispute.

26.4.0 Other Disputes

26.4.1 A party to a Settlement Agreement may refer any of the following matters to mediation under 26.6.0:

26.4.1.1 any matter which the Umbrella Final Agreement refers to mediation under the dispute resolution process;

26.4.1.2 any matter which a Settlement Agreement, a Yukon First Nation self-government agreement or any other agreement between the parties to a Yukon First Nation Final Agreement refers to mediation under the dispute resolution process;

26.4.1.3 any matter which at any time all the parties to a Settlement Agreement agree should be referred to mediation under the dispute resolution process, whether or not related to a Settlement Agreement;

26.4.1.4 any matter which a board listed in 2.12.0 established pursuant to a Settlement Agreement, acting pursuant to its rules and procedures directs to mediation under the dispute resolution process; and

26.4.1.5 any matter arising out of the interpretation administration, or implementation of that Settlement Agreement, with the consent of all the other parties to that Settlement Agreement, whether the dispute is among the parties to the Settlement Agreement or not.

26.4.2 Each party to a Settlement Agreement has a right to be a party to any dispute referred to mediation under 26.6.0.

26.4.3 The parties to a dispute described in 26.4.1 which is not resolved by mediation under 26.6.0 may agree to refer the dispute to arbitration under 26.7.0.

26.4.4 Any Person whose interests, in the opinion of the arbitrator, will be adversely affected by a dispute referred to arbitration under 26.3.5 or 26.4.3 has a right to participate in the arbitration on such terms as the arbitrator may establish.

26.4.5 Subject to 26.8.0, no party to a Settlement Agreement may apply to any court for relief in respect of any dispute which has been referred to arbitration under 26.3.5 or 26.4.3, except for an application for interim or interlocutory relief where the Board has failed to appoint an arbitrator under 26.7.2 within 60 days of an application by any party to the dispute.

26.5.0 Dispute Resolution Board and Panel

26.5.1 A Dispute Resolution Board shall be established comprising three persons appointed jointly by the Council for Yukon Indians and Government in accordance with 26.5.2.

26.5.2 If, upon 30 days notice by a party to the Umbrella Final Agreement of its readiness to establish the Board, the parties to the Umbrella Final Agreement do not jointly agree on the membership of the Board:

26.5.2.1 the Council for Yukon Indians shall appoint one member;

26.5.2.2 Canada and the Yukon shall jointly appoint one member;

- 26.5.2.3 the members appointed pursuant to 26.5.2.1 and 26.5.2.2 shall select jointly the third member who shall be the chairperson of the Board; and
- 26.5.2.4 if a chairperson has not been selected pursuant to 26.5.2.3 within 60 days of the appointment of the members pursuant to 26.5.2.1 and 26.5.2.2, the Senior Judge of the Supreme Court of the Yukon, or another Judge designated by the Senior Judge, shall appoint the chairperson upon application by one of the parties to the Umbrella Final Agreement.
- 26.5.3 The Board may, if, in its opinion, circumstances warrant, appoint persons including its own members to form the Dispute Resolution Panel provided that the total number of persons on the Panel, including members of the Board, does not exceed 15.
- 26.5.4 The Board appointed under 26.5.1 shall have the following responsibilities:
 - 26.5.4.1 to ensure Panel members have or receive training in mediation and arbitration principles and techniques;
 - 26.5.4.2 to maintain a roster of mediators and a roster of arbitrators from those persons who are appointed members of the Panel;
 - 26.5.4.3 to appoint mediators and arbitrators;
 - 26.5.4.4 to set from time to time the fees to be charged for Panel members' services;
 - 26.5.4.5 to prepare annual budgets for administrative costs of the Board and Panel and to submit such budgets to Government for approval; and

26.5.4.6 after Consultation with the parties to the Umbrella Final Agreement, to establish rules and procedures governing mediation and arbitration.

26.6.0 Mediation

26.6.1 The parties to a dispute referred to mediation shall attempt to choose a mediator within 15 days of the dispute being referred to mediation.

26.6.2 If a dispute cannot be settled informally by the parties and the parties cannot agree on a mediator, the Board shall appoint a mediator from the Panel.

26.6.3 A mediator agreed upon by the parties or appointed by the Board shall promptly meet with the parties to assist them in the resolution of the dispute.

26.6.4 The mediation shall not extend beyond four hours unless the parties to the dispute and the mediator agree.

26.6.5 The mediator, at his own option, may provide a brief non-binding written recommendation to the parties.

26.6.6 The mediator, at the request of the parties to the mediation, shall provide a brief non-binding written recommendation to the parties.

26.6.7 The mediation and any recommendations of the mediator shall be confidential to the parties to the dispute unless the parties otherwise agree.

- 26.6.8 The costs of the mediator for the first four hours shall be borne by the Board. Thereafter, the costs of the mediator shall be borne equally by the parties to the mediation.
- 26.6.9 Notwithstanding 26.6.8, the Board shall determine who shall pay the costs of mediation pursuant to 26.4.1.4.

26.7.0 Arbitration

- 26.7.1 The parties to a dispute referred to arbitration shall attempt to choose an arbitrator within 15 days of the dispute being referred to arbitration.
- 26.7.2 If the parties do not agree on an arbitrator under 26.7.1, the Board, on application of a party to the dispute, shall appoint an arbitrator from the Panel.
- 26.7.3 With respect to a dispute referred to arbitration under a Settlement Agreement, the arbitrator shall have the authority to resolve the dispute including the authority:
- 26.7.3.1 to determine all questions of procedure including the method of giving evidence;
 - 26.7.3.2 to subpoena witnesses and documents;
 - 26.7.3.3 to administer oaths and solemn affirmations to the parties and witnesses;
 - 26.7.3.4 to order a party to cease and desist from activity contrary to the provisions of a Settlement Agreement;
 - 26.7.3.5 to order a party to comply with the terms and conditions of a Settlement Agreement;

- 26.7.3.6 to make an order determining the monetary value of a loss or injury suffered by a party as a result of contravention of a Settlement Agreement and directing a party to pay all or part of the amount of that monetary value;
- 26.7.3.7 to declare the rights and obligations of the parties to a dispute;
- 26.7.3.8 to make an order providing interim relief; and
- 26.7.3.9 to refer any question of Law to the Supreme Court of the Yukon.
- 26.7.4 The cost of the arbitration shall be borne equally among the parties to the dispute unless otherwise assigned by the arbitrator.
- 26.7.5 Subject to 26.8.0, a decision or order of an arbitrator shall be final and binding on the parties to the arbitration.
- 26.7.6 A party affected by a decision or order of an arbitrator may, after the expiration of 14 days from the date of the release of the decision or order or the date provided in the decision for compliance, whichever is later, file in the Registry of the Supreme Court of the Yukon a copy of the decision and the decision or order shall be entered as if it were a decision or order of the Court, and on being entered shall be deemed, for all purposes except for an appeal from it, to be an order of the Supreme Court of the Yukon and enforceable as such.
- 26.8.0 **Judicial Review**
- 26.8.1 The decision or order of an arbitrator under 26.7.5 is not subject to appeal or to judicial review in any court except on the ground that the arbitrator failed to observe a principle of natural justice or otherwise acted beyond or refused to exercise jurisdiction.
- 26.8.2 The Supreme Court of the Yukon shall have jurisdiction in respect of an appeal or judicial review pursuant to 26.8.1.
- 26.9.0 **Transitional**
- 26.9.1 Until the Board is appointed, the Arbitration Act, R.S.Y. 1986, c. 7 shall apply to any arbitration under 26.7.0.

CHAPTER 27 - YUKON FISH AND WILDLIFE ENHANCEMENT TRUST

27.1.0 Definitions

In this chapter, the following definitions shall apply.

"Adjusted Contribution" means the greater of the amount calculated in (a) or (b), multiplied by the value of the Final Domestic Demand Implicit Price Index for the latest quarter prior to the effective date of Settlement Legislation and divided by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990:

- (a) \$1,050,400 x 1.03,
- (b) \$1,050,400 multiplied by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990 and divided by the value of the Final Domestic Demand Implicit Price Index for the third quarter of 1989.

"Trust" means the Yukon Fish and Wildlife Enhancement Trust.

27.2.0 Trust

27.2.1 A Yukon Fish and Wildlife Enhancement Trust shall be established by the parties to the Umbrella Final Agreement having the objective set out in 27.4.0.

27.3.0 Trustees

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

27.4.0 Trust Objective

27.4.1 The objective of the Trust is to restore, enhance and protect Fish and Wildlife populations and their habitat in the Yukon so as to achieve the objectives of Chapter 16 - Fish and Wildlife.

27.4.2 The trustees may initiate, sponsor, fund, direct and carry out measures designed to achieve the objective in 27.4.1.

27.5.0 Initial Trust Capital

27.5.1 The Yukon, Canada and the Yukon First Nations shall make contributions to the Trust as follows:

27.5.1.1 the contributions to the Trust by Canada shall consist of four equal annual payments, the sum of which shall equal the Adjusted Contribution;

27.5.1.2 the contribution to the Trust by the Yukon shall consist of four equal annual payments, the sum of which shall equal the Adjusted Contribution; and

27.5.1.3 the contribution to the Trust by the Yukon First Nations shall be,

(a) for the first annual payment, 10 percent of the Adjusted Contribution,

- (b) for the second annual payment, 20 percent of the Adjusted Contribution, and
- (c) for each of the third and the fourth annual payments, 35 percent of the Adjusted Contribution.

27.5.2 Canada, the Yukon and the Yukon First Nations shall make their first payments as soon as practicable after the effective date of Settlement Legislation.

27.5.3 Canada, the Yukon and the Yukon First Nations shall make the subsequent annual payments on the anniversary date of the effective date of Settlement Legislation.

27.6.0 General

27.6.1 The Trust capital may be increased by gifts, donations, grants and other sources of funds.

27.6.2 No federal, territorial or municipal tax shall be paid by the Trust in respect of the payments received by the Trust under 27.5.0.

27.6.3 Subject to the terms of the agreement referred to in 27.6.7, no federal, territorial or municipal tax shall be paid by the Trust in respect of any income earned by the Trust.

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

- 27.6.5 Subject to the terms of the agreement referred to in 27.6.7, the Trust shall be deemed to be a charitable organization for purposes of granting receipts to Persons making gifts to the Trust.
- 27.6.6 Expenditures from the Trust are not intended to duplicate or replace Government expenditures on Fish or Wildlife management.
- 27.6.7 Prior to the effective date of Settlement Legislation, the parties to the Umbrella Final Agreement shall enter into an agreement to give effect to the Trust.

CHAPTER 28 - IMPLEMENTATION AND TRAINING FOR SETTLEMENT IMPLEMENTATION

28.1.0 Objectives

28.1.1 The objectives of this chapter are as follows:

- 28.1.1.1 to establish a process and fund for the implementation of Settlement Agreements;
- 28.1.1.2 to promote the participation of Yukon Indian People in the implementation of Settlement Agreements;
- 28.1.1.3 to establish timely and effective implementation of the Settlement Agreements to ensure that Yukon First Nations benefit from Settlement Legislation and Yukon First Nation Final Agreements;
- 28.1.1.4 to assist Yukon Indian People to take full advantage of the Settlement Agreements to strengthen their communities;
- 28.1.1.5 to establish implementation plans that foster the socio-economic development and prosperity of Yukon Indian People;
- 28.1.1.6 to ensure that Yukon Indian People receive training in order to participate effectively in opportunities arising from and associated with the implementation of Settlement Agreements; and
- 28.1.1.7 to provide a trust fund for training which may be directed towards meeting training priorities identified by Yukon First Nations and established in the training plan.

28.2.0 Implementation Planning Fund

28.2.1 Canada shall pay to the Council for Yukon Indians, as soon as practicable after the effective date of Settlement Legislation, \$0.5 Million (1990 dollars) to pay for the costs of Yukon First Nations in the development of implementation plans.

28.2.2 The indexation of the Implementation Planning Fund value from 1990 to the effective date of Settlement Legislation shall be based on the appropriate Treasury Board policy governing spending commitments.

28.3.0 Implementation Plans

28.3.1 There shall be an implementation plan developed for the Umbrella Final Agreement by the parties to the Umbrella Final Agreement and an implementation plan for each Yukon First Nation Final Agreement developed by Government and that Yukon First Nation.

28.3.2 The Umbrella Final Agreement implementation plan and Yukon First Nation Final Agreement implementation plans shall identify:

28.3.2.1 the specific activities and projects required to implement the Settlement Agreements;

28.3.2.2 the economic opportunities for Yukon Indian People resulting from the Settlement Agreements;

28.3.2.3 the responsibility for specific activities and projects, the time frames, the costs and which party or parties will bear the costs;

28.3.2.4 an information strategy to enhance community and general public awareness of the Settlement Agreements and the implementation plans;

28.3.2.5 a process to monitor and evaluate implementation and to amend implementation plans; and

28.3.2.6 means by which the implementation of Yukon First Nation Final Agreements and the implementation of Yukon First Nation self-government agreements shall be coordinated.

28.3.3 The Umbrella Final Agreement implementation plan shall identify:

28.3.3.1 measures for dealing with the implementation interests of each Yukon First Nation which has yet to conclude negotiation of its Yukon First Nation Final Agreement;

- 28.3.3.2 implementation tasks that are common to all Yukon First Nation Final Agreements;
- 28.3.3.3 Legislation required to give effect to Settlement Agreements;
- 28.3.3.4 the impact of Settlement Agreements on all new or existing Government regulatory regimes;
- 28.3.3.5 Government programs which should be modified to assist in the implementation of the Settlement Agreements; and
 - 28.3.3.6 resources and means, within the budgets existing from time to time, relating to effective, efficient and environmentally sound Salmon enhancement in the Yukon.
- 28.3.4 All implementation plans shall be governed by principles of accountability and economy.
- 28.3.5 The parties negotiating an implementation plan shall consider including in the implementation plan funding which allows each board listed in 2.12.1 to provide its members with:
 - 28.3.5.1 cross-cultural orientation and education;
 - 28.3.5.2 other training directed to improving members' ability to carry out their responsibilities; and
 - 28.3.5.3 facilities to allow board members to carry out their responsibilities in their traditional languages.
- 28.3.6 Notwithstanding 28.9.1, any funding included in an implementation plan pursuant to 28.3.5 shall be a charge on Government.
- 28.3.7 The parties negotiating an implementation plan shall consider including in the implementation plan provisions for jointly informing members of each board listed in 2.12.1 of the purposes of that board.

Umbrella Final Agreement Implementation Plan

- 28.3.8 The parties to the Umbrella Final Agreement implementation plan shall be Canada, the Yukon and the Council for Yukon Indians acting on its own behalf and on behalf of the Yukon First Nations.

- 28.3.9 The negotiators of the Umbrella Final Agreement implementation plan shall initial an agreement in principle for the implementation plan prior to ratification of the Umbrella Final Agreement by the Yukon First Nations.
- 28.3.10 The Umbrella Final Agreement implementation plan shall be approved by the Council for Yukon Indians before the approval of Government is sought.
- 28.3.10.1 Approval of the Umbrella Final Agreement implementation plan by Canada shall be sought at the same time as ratification of the Umbrella Final Agreement.
- 28.3.11 Each Yukon First Nation, upon the ratification of its Yukon First Nation Final Agreement, shall be deemed to have:
- 28.3.11.1 ratified the Umbrella Final Agreement implementation plan, and all actions taken or to be taken pursuant to that implementation plan by the Council for Yukon Indians on behalf of that Yukon First Nation, including but not limited to any acknowledgements or releases by the Council for Yukon Indians that Government has, or, upon the carrying out of certain tasks set out in the implementation plan, will have satisfied its particular obligations arising from the Umbrella Final Agreement to that Yukon First Nation or the Yukon Indian People enrolled in that Yukon First Nation's Final Agreement; or
- 28.3.11.2 if the Umbrella Final Agreement implementation plan has not then been completed, delegated authority to enter into the Umbrella Final Agreement implementation plan on its behalf to the Council for Yukon Indians, which may include acknowledgements or releases by the Council for Yukon Indians that Government has, or, upon the carrying out of certain tasks set-out in the implementation plan, will have satisfied its particular obligations arising from the Umbrella Final Agreement to that Yukon First Nation or the Yukon Indian People enrolled in that Yukon First Nation's Final Agreement; and

- 28.3.11.3 delegated to the Council for Yukon Indians the authority to provide subsequent acknowledgements or releases to Government in respect of obligations of Government arising from the Umbrella Final Agreement implementation plan to the Yukon First Nation and the Yukon Indian People enrolled in that Yukon First Nation's Final Agreement.

Yukon First Nation Final Agreement Implementation Plan

- 28.3.12 The parties to a Yukon First Nation Final Agreement implementation plan shall be the Yukon First Nation, Canada and the Yukon.
- 28.3.13 Each Yukon First Nation, upon ratification of its Yukon First Nation Final Agreement, shall be deemed to have:
- 28.3.13.1 ratified its Yukon First Nation Final Agreement implementation plan, or if its Yukon First Nation Final Agreement implementation plan has not then been completed, delegated authority to enter into its Yukon First Nation Final Agreement implementation plan to a Yukon First Nation entity named in its Yukon First Nation Final Agreement; and
 - 28.3.13.2 delegated to a Yukon First Nation entity named in the Yukon First Nation Final Agreement the authority to provide acknowledgements or releases to Government in respect of the obligations of Government to the Yukon First Nation and the Yukon Indian People enrolled in that Yukon First Nation's Final Agreement arising from the Yukon First Nation Final Agreement.

Specific Provision

- 28.3.13.3 The Council of the Selkirk First Nation is the Yukon First Nation entity referred to in 28.3.13.1 and 28.3.13.2.

28.4.0 Implementation Planning Working Groups

- 28.4.1 Implementation plans shall be prepared by Implementation Planning Working Groups.
- 28.4.2 For the Umbrella Final Agreement implementation plan, there shall be an Implementation Planning Working Group which shall be established no later than June 1, 1990, consisting of one representative appointed by Canada, one representative appointed by the Yukon and two representatives appointed by Yukon First Nations.
- 28.4.3 For each Yukon First Nation implementation plan, there shall be an Implementation Planning Working Group which shall consist of one representative appointed by Canada, one representative appointed by the Yukon and two representatives of a Yukon First Nation, one of whom may be a Yukon First Nation representative from the Umbrella Final Agreement Implementation Planning Working Group.
- 28.4.4 The Implementation Planning Working Group members may retain the advice of other persons or technical expertise as required.
- 28.4.5 If the Implementation Planning Working Group is unable to reach agreement on a particular issue, that issue shall be referred to the parties nominating the representatives of that Implementation Planning Working Group for resolution.
- 28.4.6 To the extent practicable:
- 28.4.6.1 the work of the Umbrella Final Agreement Implementation Planning Working Group shall be carried out in the Yukon; and
 - 28.4.6.2 the work of each Implementation Planning Working Group for Yukon First Nation Final Agreements shall be carried out in the community of the affected Yukon First Nation.
- 28.4.7 Funding for Yukon First Nation administrative support and for participation of Yukon Indian People and Yukon First Nations in Implementation Planning Working Groups for the Umbrella Final Agreement and Yukon First Nation Final Agreements shall be provided by the Implementation Planning Fund.

28.4.8 Implementation plans shall be attached to but not form part of Settlement Agreements and they shall be a contract between the affected parties, except to the extent set out in the plan.

28.4.9 Upon initialling of the Umbrella Final Agreement, Government will investigate its ability to provide funding for the development of implementation plans for the period between initialling of the Umbrella Final Agreement and the establishment of the Implementation Planning Fund.

28.5.0 Yukon First Nation Implementation Fund

28.5.1 The Council for Yukon Indians shall establish a Yukon First Nation Implementation Fund as soon as practicable after the effective date of Settlement Legislation.

28.5.2 The Yukon First Nation Implementation Fund shall be administered either as a charitable trust, a Settlement Corporation or other legal entity.

28.5.3 The objectives of the Yukon First Nation Implementation Fund shall be:

28.5.3.1 to support Yukon First Nations to establish the entities required for a Yukon First Nation to carry out its responsibilities in implementing the Umbrella Final Agreement and a Yukon First Nation Final Agreement; and

28.5.3.2 to support a Yukon First Nation and a Yukon Indian Person to take full advantage of the opportunities, including economic opportunities, arising from the Umbrella Final Agreement and a Yukon First Nation Final Agreement.

28.5.4 As soon as practicable after the effective date of Settlement Legislation, Canada shall provide \$4.0 Million (1990 dollars) to the Council for Yukon Indians, as initial capital for the establishment of the Yukon First Nation Implementation Fund.

28.5.5 No federal, territorial or municipal tax shall be paid by the Council for Yukon Indians in respect of the payments received by the Council for Yukon Indians under 28.5.4.

- 28.5.6 No federal, territorial or municipal tax shall be paid by the Yukon First Nation Implementation Fund in respect of the payments received by the Fund under 28.5.4.
- 28.5.7 The indexation of the Yukon First Nation Implementation Fund value from 1990 to the effective date of Settlement Legislation shall be based on the appropriate Treasury Board policy governing spending commitments.
- 28.6.0 Training Trust**
- 28.6.1 A Training Trust (the "Trust") having the objective set out in 28.6.4 shall be established by the parties to the Umbrella Final Agreement.
- 28.6.2 Prior to the effective date of Settlement Legislation, Canada, the Yukon and the Council for Yukon Indians shall enter into an agreement to give effect to the Trust.
- 28.6.3 The members of the Training Policy Committee or their designates shall serve as the trustees.
- 28.6.4 The objective of the Trust shall be to advance the training of Yukon Indian People in accordance with the training plan approved under 28.8.1.
- 28.6.5 As soon as practicable after the effective date of Settlement Legislation, Government shall contribute \$6.5 Million (1988 dollars) to the Trust as follows:
- 28.6.5.1 the Yukon \$3.25 Million; and
- 28.6.5.2 Canada \$3.25 Million.
- 28.6.6 The indexation of the Trust value from November 1, 1988 to the effective date of Settlement Legislation shall be based on the appropriate Treasury Board policy governing spending commitments.
- 28.6.7 Except for reasonable costs associated with the administration of the Trust, all expenditures from the Trust shall be directed toward training of Yukon Indian People in accordance with the training plan approved under 28.8.1.

- 28.6.8 No federal, territorial or municipal tax shall be paid by the Trust in respect of the payments received by the Trust under 28.6.5.
- 28.6.9 Subject to the terms of the agreement referred to in 28.6.2, no federal, territorial or municipal tax shall be paid by the Trust in respect of any income earned by the Trust.
- 28.6.10 The Trust capital may be increased by a donation, grant and other source of funds.
- 28.6.11 Subject to the terms of the agreement referred to in 28.6.2, the Trust shall be deemed to be a charitable organization for purposes of granting a receipt to a Person making a gift to the Trust.

28.7.0 Training Policy Committee

- 28.7.1 The Training Policy Committee ("the Committee") shall be established no later than July 1, 1990, consisting of five representatives, one representative nominated by Canada, one representative nominated by the Yukon, and three representatives nominated by the Council for Yukon Indians.
- 28.7.2 Government and the Council for Yukon Indians shall approve nominations for appointment to the Committee on or before the date of Government ratification of the Umbrella Final Agreement.
- 28.7.3 Government shall nominate representatives who are senior officials who have authority to represent Government in education and training matters.
- 28.7.4 The Committee shall:
- 28.7.4.1 establish training programs for Yukon Indian People;
 - 28.7.4.2 develop a training plan which addresses matters identified in the implementation plans;
 - 28.7.4.3 develop a work plan to be included in the Umbrella Final Agreement implementation plan;
 - 28.7.4.4 develop guidelines for expenditure of money from the Trust;

- 28.7.4.5 expend the money in the Trust in accordance with the approved work plan;
- 28.7.4.6 prepare an annual report to be delivered to the parties to the Umbrella Final Agreement; and
- 28.7.4.7 establish consultative arrangements between Government and Yukon First Nations to ensure effective and economical integration of existing programs with new programs established by the training plan.

28.8.0 Training for Settlement Implementation

- 28.8.1 The training plan developed by the Committee shall be submitted to Government and the Council for Yukon Indians for their review and approval prior to the effective date of Settlement Legislation.
- 28.8.2 The training plan shall identify specific training activities intended to meet the objectives of this chapter.
- 28.8.3 The training plan shall identify existing Government training programs which are available for training Yukon Indian People and shall, within existing budgets, propose modifications to those programs required to make them more responsive to training requirements identified under 28.8.2.
- 28.8.4 The training plan, to the extent practicable, shall reflect the training priorities established for implementation by the Implementation Planning Working Groups.
- 28.8.5 Each party shall pay its own expenses for participation in the Committee.

28.9.0 General

- 28.9.1 Except as provided pursuant to 2.12.2.9 and 28.6.5, and except as may be provided pursuant to 28.3.5, Government shall have no obligation pursuant to any Settlement Agreement to fund training for Yukon Indian People.

- 28.9.2 Nothing in 28.9.1 shall be construed to limit the application of existing or future training programs which may be available for training Yukon Indian People.
- 28.9.3 Prior to ratification of the Umbrella Final Agreement by Yukon First Nations, Government shall investigate and report to the Council for Yukon Indians on its ability to fund the Training Trust as soon as possible after the date of ratification.
- 28.9.4 Any contribution made to the Trust pursuant to 28.9.3 shall be deducted from the Government contribution described in 28.6.5.
- 28.9.5 Nothing in this chapter shall be construed to affect the ability of a Yukon Indian Person to participate in and benefit from Government training programs existing from time to time.

Appendix A - Settlement Land Descriptions

1.0 Definitions

In this appendix, the following definitions shall apply.

"Airport Zoning Controls" means land use regulations enacted pursuant to the Aeronautics Act, R.S.C. 1985, c. A-2 and in the absence of regulations, means such restrictions on the use and development of land as are required to meet the standards set out in a publication of the Air Navigation System Directorate, Department of Transport, Canada, titled "Land Use in the Vicinity of Airports" and bearing departmental reference TP1247, as amended from time to time.

"Quarrying Right" means a right of Government to operate a Quarry identified under 18.2.2 or 18.2.5 in accordance with 18.2.0 and Laws which apply to Crown Land and includes a right of ingress and egress between a Quarry and a highway across Settlement Land and the right to construct, upgrade and maintain any roads required therefor, provided that if there is a road between a Quarry and a highway across Settlement Land Government's right of ingress and egress shall be limited to that road.

"Realigned Roadway" means that portion of a Major Highway on Settlement Land which, as a result of reconstruction and realignment of a Major Highway occurring prior to the Effective Date of this Agreement, ceases to be used as part of the Major Highway in fact, notwithstanding it remains a portion of a "highway" within the meaning of the Highway Act, S.Y. 1991, c. 7 until closed.

"Special Condition" means a right-of-way, easement, reservation, exception, restriction or special condition, whether an interest in land or not, which did not exist prior to the Effective Date of this Agreement.

"Specified Access Right" means:

- (a) unless otherwise provided in this appendix, a sixty metre wide right-of-way being thirty metres each side of the centre line of an existing highway; and
- (b) a right of Government to regulate the use of the right-of-way described in (a) as a highway and the use and operation of motor vehicles thereon in accordance with Laws which apply to lands under the administration and control of the Commissioner, and to maintain the right-of-way.

2.0 General

- 2.1 The parties have made best efforts to list, in the description of each Parcel, all rights-of-way, easements, reservations, exceptions, restrictions, and other interests, whether interests in land or not, which apply to that Parcel as of the Effective Date of this Agreement but the listing is for information only and does not limit the application of 5.4.2 to a Parcel.
- 2.2 The listing in the description of a Parcel of a right-of-way, easement, reservation, exception, restriction, or other interest, whether an interest in land or not, as an interest existing prior to the Effective Date of this Agreement is not a warranty that the interest is a valid, subsisting interest.
- 2.3 The maps and Parcel descriptions, including plans and map references where available, required by 5.3.1 and referred to in this appendix are comprised of:
 - 2.3.1 Territorial Resource Base Maps, the Reference Plan of Pelly Crossing and any inset sketches and other sketches which are set out in Appendix B - Maps, which forms a separate volume of this Agreement; and
 - 2.3.2 the specific descriptions for each Parcel set out in this appendix.

- 2.4 Unless otherwise provided in this appendix, references to Parcel identifiers, applications, reservations, notations, plans, rights-of-way, easements and reference plans in this appendix are references to Parcel identifiers, applications, reservations, notations, plans, rights-of-way, easements and reference plans recorded in:
- 2.4.1 the land records of the Northern Affairs Program - Department of Indian Affairs and Northern Development;
 - 2.4.2 the land records of the Lands Branch - Department of Community and Transportation Services;
 - 2.4.3 the Land Titles Office;
 - 2.4.4 the Canada Lands Surveys Records; or
 - 2.4.5 the land records of the Agriculture Branch - Department of Renewable Resources,
as the case may be.

3.0 Interests Referred to in 5.4.2.5

- 3.1 A Special Condition shall be listed in 3.2 or in the description of a Parcel and the listing of a Special Condition creates that Special Condition.
- 3.2 Parcels are subject to the following Special Conditions:
 - 3.2.1 unless otherwise provided in this appendix, all routes referred to in 6.3.1.2 include as part of the route a ten metre wide public right-of-way for the purposes stated in 6.3.1;
 - 3.2.2 unless otherwise provided in this appendix, all roads and routes included in a Parcel of Developed Settlement Land are Undeveloped Settlement Land;

- 3.2.3 unless otherwise provided in this appendix, the boundaries of a right-of-way shall be located one half of the width of the right-of-way on either side of the general centre line of the road or route, and one half of the width of the right-of-way on each side of the proposed centre line of a future road or route;
- 3.2.4 unless otherwise provided in this appendix, all routes, roads and rights-of-way referred to in this appendix, including Specified Access Rights, are for the benefit of the general public and Persons and vehicles;
- 3.2.5 Government, prior to or during the survey of a boundary of a Parcel which is described as a route, road, highway, or right-of-way for a route, road or highway, may, with the consent of the Settlement Land Committee, change the location of that route, road, highway, or right-of-way for a route, road or highway and the boundary of the Parcel shall change accordingly;
- 3.2.6 Government, upon ending its use of a haul road used as part of a Quarrying Right, shall, at the request of the Selkirk First Nation, rehabilitate Settlement Land used as part of that haul road;
- 3.2.7 Government has the right for the purposes of maintaining a road, route or right-of-way to which a Specified Access Right applies, to significantly alter Settlement Land to which that Specified Access Right applies with the consent of the Selkirk First Nation, or, failing consent, an order of the Surface Rights Board setting out terms and conditions of such significant alteration;
- 3.2.8 unless otherwise provided in this appendix, a Realigned Roadway is subject to a Specified Access Right; and
- 3.2.9 Government may, following Consultation with the Selkirk First Nation, close all or any portion of a Realigned Roadway in which case the Specified Access Right shall no longer apply to the closed Realigned Roadway or any portion thereof, as the case may be.

Settlement Land Descriptions of the Selkirk First Nation

R-1B Category B, being the Parcel shown as R-1B on Territorial Resource Base Maps 115 I/14, 115 I/15, 115 I/16, 115 P/1, 115 P/2 and 115 P/3, dated July 21, 1997, having as an easterly boundary, in part, the westerly boundary of the right-of-way for the Major Highway known as the Klondike Highway, as a southerly boundary, in part, the northerly boundary of the 60 metre right-of-way for the road known as the Pelly Ranch Road and the northerly boundary of a 60 metre right-of-way for the proposed Pelly Ranch Road Realignment, both shown approximately by dashed lines designated as Pelly Ranch Road and Pelly Ranch Road Realignment, respectively, on Territorial Resource Base Maps 115 I/14 and 115 I/15, and as a westerly boundary the easterly boundary of a 60 metre right-of-way for the road known as the Dawson Road and shown approximately by a dashed line designated as Dawson Road on Territorial Resource Base Map 115 I/14,

not including:

- the land described in Reservation No. 115P01-0000-00001 comprising a portion of Lot 46, Group 1003, Plan 57324 CLSR;
- Lot 9, Group 4, Plan 13026 CLSR, 34090 LTO;
- Lots 36, 37, 38, 43 and 44, Group 953, Plan 43165 CLSR, 22349 LTO;
- the land described in Lease No. 685 comprising a portion of the land described in Order in Council 1988-1505;

subject to the following Special Conditions:

- the Parcel is to be adjusted pursuant to 15.6.2 by adjustment of the most easterly portion of the northerly boundary of the Parcel, being a straight line joining the point designated as Pivot Point on Territorial Resource Base Map 115 P/2 to the westerly boundary of the right-of-way for the Major Highway known as the Klondike Highway, so that the total surveyed area of Fee Simple and Category B Settlement Land of the Selkirk First Nation is 2337.78 square kilometres;
- a Quarrying Right for any Quarry identified under 18.2.5.2(a) of this Agreement;
- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41950 CLSR, 25233 LTO lying within Parcel R-1B,

having an area of approximately 697.50 square kilometres.

R-2B Category B, being the Parcel shown as R-2B on Territorial Resource Base Maps 115 I/15 and 115 I/16, dated July 21, 1997, having as a westerly boundary, in part, the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway, as a southerly boundary, in part, the northerly boundary of a 60 metre right-of-way for the road known as the Acorn Road and shown approximately by a dashed line designated as Acorn Road on Territorial Resource Base Maps 115 I/15 and 115 I/16 and as an easterly boundary the southwesterly shore of Diamain Lake,

not including:

- the land shown on Sketch 1 on Territorial Resource Base Map 115 I/16, having an area of approximately 331 hectares;
- the land shown on Sketch 2 on Territorial Resource Base Map 115 I/15;

subject to the following Special Conditions:

- pursuant to 7.8.1.1, a Flooding Right shown approximately by a dash-dot line on Territorial Resource Base Map 115 I/16, for the purposes of a hydro-electric or water storage project for the Granite Canyon Hydro Project;
- a Quarrying Right for any Quarry identified under 18.2.5.2(a) of this Agreement,

having an area of approximately 132.36 square kilometres.

R-3A Category A, being the Parcel shown as R-3A on Territorial Resource Base Maps 105 L/12, 105 L/13, 115 I/9, 115 I/10, 115 I/15 and 115 I/16, dated July 21, 1997, having as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway and as a northerly boundary, in part, the southerly boundary of a 60 metre right-of-way for the road known as the Detour Lakes Road and shown approximately by a dashed line designated as Detour Lakes Road on Territorial Resource Base Maps 105 L/12, 105 L/13, 115 I/15 and 115 I/16, and, in part, the southerly boundary of a 60 metre right-of-way for the road known as the Old Wood Road and shown approximately by a dashed line designated as Old Wood Road on Territorial Resource Base Map 115 I/15,

including:

- the land described in Order in Council 1985-1364;

not including:

- the land described in Lease No. 115I10-0000-00004;
- Lot 75, Group 953, Plan 57286 CLSR, 35252 LTO;
- a 30 metre right-of-way for the existing access road shown approximately by a dashed line designated as Access Road One on Territorial Resource Base Map 115 I/10 lying within Parcel R-3A;

- the land described in Reservation No. 115I15-0000-00030;
- Lot 32, Group 953, Plan 42328 CLSR, 21019 LTO, designated as S-118FS on Territorial Resource Base Map 115 I/10;
- the land described in Reservation No. 115I09-0000-00001;

subject to:

- a 15 metre right-of-way for the existing access road shown approximately by a dashed line designated as Access Road Two on Territorial Resource Base Map 115 I/10 lying within Parcel R-3A;

subject to the following Special Conditions:

- the Parcel is to be adjusted pursuant to 15.6.2 by adjustment of that portion of the southerly boundary of the Parcel lying between the points designated as Pivot Point 1 and Pivot Point 2 on Territorial Resource Base Maps 115 I/9 and 115 I/10, so that the total surveyed area of Category A Settlement Land of the Selkirk First Nation is 2,408.69 square kilometres;
- that portion of this Parcel identified as Lhutsaw Wetland Habitat Protection Area on Territorial Resource Base Maps 115 I/10 and 115 I/15 shall be subject to the provisions of Schedule C - Lhutsaw Wetland Habitat Protection Area, to Chapter 10 of this Agreement;
- a Quarrying Right for any Quarry identified under 18.2.5.2(a) of this Agreement;
- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41948 CLSR, 25232 LTO lying within Parcel R-3A;

provided that:

- if, prior to the Effective Date of the Little Salmon/Carmacks First Nation Final Agreement, or the Effective Date of the Selkirk First Nation Final Agreement, whichever is earlier, the Selkirk First Nation consents to the selection as Settlement Land by the Little Salmon/Carmacks First Nation of the cross-hatched portion of this Parcel identified as R-28B, L.S.C.F.N. on Territorial Resource Base Map 105 L/12, then such cross-hatched portion shall not become Selkirk First Nation Settlement Land by virtue of this Agreement, and the area of Parcel R-3B shall be reduced by the area of such cross-hatched portion, being approximately 5.15 square kilometres,

having an area of approximately 1102.03 square kilometres.

R-4B Category B, being the Parcel shown as R-4B on Territorial Resource Base Maps 105 L/13 and 105 L/14, dated July 21, 1997, having as an easterly boundary the westerly bank of the Little Kalzas River and as a southerly boundary the northerly bank of the Macmillan River,

not including:

- the land described in Application No. 14774;

subject to the following Special Condition:

- pursuant to 7.8.1.1, a Flooding Right shown approximately by a dash-dot line on Territorial Resource Base Map 105 L/13, for the purposes of a hydro-electric or water storage project for the Granite Canyon Hydro Project,

having an area of approximately 57.12 square kilometres.

R-5B Category B, being the Parcel shown as R-5B on Territorial Resource Base Map 115 I/16, dated July 21, 1997, having as a westerly boundary the southerly shore of Diamain Lake, as a southwesterly boundary the easterly bank of an unnamed creek and as a southerly boundary, in part, the northerly bank of the Pelly River and, in part, the northerly boundary of a 60 metre right-of-way for the existing access road shown approximately by a dashed line designated as Access Road on Territorial Resource Base Map 115 I/16,

not including:

- the land shown on Sketch 1 on Territorial Resource Base Map 115 I/16, having an area of approximately 331 hectares;

subject to the following Special Conditions:

- pursuant to 7.8.1.1, a Flooding Right shown approximately by a dash-dot line on Territorial Resource Base Map 115 I/16, for the purposes of a hydro-electric or water storage project for the Granite Canyon Hydro Project;
- a Quarrying Right for any Quarry identified under 18.2.5.2(a) of this Agreement,

having an area of approximately 20.67 square kilometres.

R-6A Category A, being the Parcel shown as R-6A on Territorial Resource Base Maps 115 I/10 and 115 I/11, dated July 21, 1997, having as a southerly boundary, in part, the northerly bank of Dark Creek, as an easterly boundary the westerly bank of Big Creek and as a northerly boundary the southerly bank of the Yukon River,

including:

- Lots 1000 through 1010, Quad 115 I/11, Plan 64926 CLSR;
- Lots 76 through 93, Group 953, Plan 59454 CLSR;
- Lots 94 through 109, Group 953, Plan 59648 CLSR;
- Lots 111 through 120, Group 953, Plan 59648 CLSR;
- Lots 122 through 129, Group 953, Plan 59648 CLSR;

not including:

- the land described in Reservation No. 115I11-0000-00001;

subject to the following Special Conditions:

- Minto Exploration Ltd., its successors and assigns, shall have a 30 metre right-of-way for the existing access road shown approximately by a dashed line designated as Minto Exploration Road on Territorial Resource Base Maps 115 I/10 and 115 I/11 and the right to construct, maintain, upgrade and use such right-of-way and road for so long as Minto Exploration Ltd., its successors or assigns, holds any Mineral Right granted by Government within the Parcel or has any right to obtain a renewal of any lapsed Mineral Right;
- Government, with the consent of the Selkirk First Nation, which consent shall not be unreasonably withheld, shall have a right to grant to the holder of any Existing Mineral Right a lease of the whole or any portion of the surface rights of the land situate within Parcel R-6A subject to the Existing Mineral Right for the working of the Mines and Minerals, in accordance with the Legislation which would apply if Settlement Land were Crown Land, and this Special Condition is without prejudice to any position the parties may wish to take respecting the scope of 5.6.2 of this Agreement in relation to any other Encumbering Right;
- where, pursuant to the preceding Special Condition, the Selkirk First Nation withholds consent, Government or the Selkirk First Nation may refer the matter to the Surface Rights Board for a determination of whether the consent was unreasonably withheld, and if the Board determines the consent was unreasonably withheld, Government may grant the lease without the consent of the Selkirk First Nation,

having an area of approximately 234.43 square kilometres.

R-7A Category A, being the Parcel shown as R-7A on Territorial Resource Base Maps 115 I/5 and 115 J/8, dated July 21, 1997, having as a southerly boundary, in part, the northerly bank of Big Creek,

subject to:

- a 30 metre right-of-way for the road known as the Lily Pad Road and shown approximately by a dashed line designated as Lily Pad Road on Territorial Resource Base Map 115 I/5,

having an area of approximately 112.57 square kilometres.

R-8B Category B, being the Parcel shown as R-8B on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as a southerly boundary the northerly bank of the Pelly River and as a northerly boundary the southerly boundary of the 60 metre right-of-way for the road known as the Pelly Ranch Road and shown approximately by a dashed line designated as Pelly Ranch Road on Territorial Resource Base Map 115 I/15,

having an area of approximately 0.89 square kilometre.

R-9A Category A, being the Parcel shown as R-9A on Territorial Resource Base Maps 115 I/5 and 115 I/6, dated July 21, 1997, having as a southeasterly boundary the northerly bank of an unnamed creek and as a northerly boundary the southerly boundary of a 60 metre right-of-way for the route known as the Casino Road and shown approximately by a dashed line designated as Casino Road on Territorial Resource Base Maps 115 I/5 and 115 I/6,

subject to:

- a 30 metre right-of-way for the road known as the Lily Pad Road and shown approximately by a dashed line designated as Lily Pad Road on Territorial Resource Base Map 115 I/5;
- a 30 metre right-of-way for the road known as the Casino Trail and shown approximately by a dashed line designated as Casino Trail on Territorial Resource Base Maps 115 I/5 and 115 I/6, provided that, upon Government notifying the Selkirk First Nation that upgrading and constructing of the route known as the Casino Road, including any extension of the Casino Road, are completed to the satisfaction of Government, the right-of-way for the road known as the Casino Trail shall be reduced to 15 metres,

having an area of approximately 73.55 square kilometres.

R-10B Category B, being the Parcel shown as R-10B on Territorial Resource Base Map 115 I/10, dated July 21, 1997, having as an easterly boundary the westerly boundary of the Major Highway known as the Klondike Highway and as a southwesterly boundary the northerly boundary of a 30 metre right-of-way for the existing access road shown approximately by a dashed line designated as Old Pelly River Road on Territorial Resource Base Map 115 I/10,

including:

- the land described in Order in Council 1990-174;
- a portion of the land described in Order in Council 1985-1364;

not including:

- the land described in Lease No. 712;

subject to the following Special Condition:

- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41947 CLSR, 25231 LTO lying within Parcel R-10B,

having an area of approximately 51.57 square kilometres.

R-11B

Category B, being the Parcel shown as R-11B on Territorial Resource Base Map 115 I/10, dated July 21, 1997, having as an easterly boundary, in part, the westerly boundary of the Major Highway known as the Klondike Highway, as a northeasterly boundary the southwesterly boundary of a 30 metre right-of-way for the existing access road shown approximately by a dashed line designated as Old Pelly River Road on Territorial Resource Base Map 115 I/10 and as westerly and southwesterly boundaries the easterly and northeasterly boundaries, respectively, of a 60 metre right-of-way for the road known as the Dawson Road and shown approximately by a dashed line designated as Dawson Road on Territorial Resource Base Map 115 I/10,

including:

- the land described in P. C. 1968-336 comprising Lots 1 through 20, Block A, Group 953, Plan 41572 CLSR, 19942 LTO, Lots 11 through 20, Block B, Group 953, Plan 41572 CLSR, 19942 LTO, and Lots 1 through 8, Block B, Group 953, Plan 41572 CLSR, 19942 LTO, shown on Inset Sketch 2 on Territorial Resource Base Map 115 I/10;
- a portion of Lot 13, Group 953, 7148 LTO, FB 7148, Plan 54257 CLSR;

not including:

- the land described in Reservation No. 115I10-0000-00008 comprising, in part, Lot 72, Group 953, Plan 55548 CLSR, 31518 LTO;
- the lands shown on Sketch 1 and Sketch 2 on Inset Sketch 1 on Territorial Resource Base Map 115 I/10;
- Lots 9 and 10, Block B, Group 953, Plan 41572 CLSR, 19942 LTO, designated as S-123FS on Inset Sketch 2 on Territorial Resource Base Map 115 I/10;

subject to the following Special Conditions:

- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41947 CLSR, 25231 LTO lying within Parcel R-11B;
- Airport Zoning Controls shall apply,

having an area of approximately 9.83 square kilometres.

- R-12A Category A, being the Parcel shown as R-12A on Territorial Resource Base Maps 115 J/9 and 115 J/10, dated July 21, 1997, having as a southerly boundary, in part, the northerly bank of an unnamed creek, as an easterly boundary, in part, the westerly bank of the Selwyn River and as a northerly boundary the southerly bank of an unnamed creek,

having an area of approximately 113.59 square kilometres.
- R-13B Category B, being the Parcel shown as R-13B on Territorial Resource Base Maps 115 I/15 and 115 I/16, dated July 21, 1997, having as southerly and easterly boundaries the northerly and westerly banks, respectively, of the Pelly River, as a northerly boundary the southerly boundary of a 60 metre right-of-way for the road known as the Acorn Road and shown approximately by a dashed line designated as Acorn Road on Territorial Resource Base Map 115 I/16 and as a westerly boundary the easterly bank of the Pelly River,

including:
- a portion of the land described in Order in Council 1988-1505;

not including:
- the land shown on Sketch 1 on Territorial Resource Base Map 115 I/16, having an area of approximately 331 hectares;

subject to:
- Lease No. 115I16-0000-00004;
- an easement or licence to be issued by Government to the Yukon Electrical Company Limited prior to the Effective Date of this Agreement in respect of existing electrical power transmission lines, in a form to be approved by the Selkirk First Nation, which approval will not be unreasonably withheld;

subject to the following Special Conditions:
- pursuant to 7.8.1.1, a Flooding Right shown approximately by a dash-dot line on Territorial Resource Base Map 115 I/16, for the purposes of a hydro-electric or water storage project for the Granite Canyon Hydro Project;
- a Quarrying Right for any Quarry identified under 18.2.5.2(a) of this Agreement,

having an area of approximately 53.41 square kilometres.
- R-14B Category B, being the Parcel shown as R-14B on Territorial Resource Base Map 115 P/1, dated July 21, 1997, having as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway,

not including:

- Lot 47, Group 1003, Plan 57243 CLSR, 35352 LTO;
- a 30 metre right-of-way for the existing access road shown approximately by a dashed line designated as Access Road on Territorial Resource Base Map 115 P/1;

subject to the following Special Condition:

- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41950 CLSR, 25233 LTO lying within Parcel R-14B,

having an area of approximately 39.62 square kilometres.

R-15A Category A, being the Parcel shown as R-15A on Territorial Resource Base Maps 105 L/11, 105 L/12, 105 L/13 and 105 L/14, dated July 21, 1997, having as a northerly boundary the southerly bank of the Pelly River, as a southerly boundary the northerly boundary of a 60 metre right-of-way for the road known as the Detour Lakes Road and shown approximately by a dashed line designated as Detour Lakes Road on Territorial Resource Base Maps 105 L/11, 105 L/12 and 105 L/13 and as an easterly boundary the westerly bank of an unnamed creek,

subject to the following Special Conditions:

- a Quarrying Right for any Quarry identified under 18.2.5.2(a) of this Agreement;
- pursuant to 7.8.1.1, a Flooding Right shown approximately by a dash-dot line on Territorial Resource Base Map 105 L/13, for the purposes of a hydro-electric or water storage project for the Granite Canyon Hydro Project,

having an area of approximately 206.55 square kilometres.

R-16A Category A, being the Parcel shown as R-16A on Territorial Resource Base Maps 105 M/2 and 105 M/7, dated July 21, 1997,

having an area of approximately 12.85 square kilometres.

R-17B Category B, being the Parcel shown as R-17B on Territorial Resource Base Maps 115 I/14 and 115 I/15, dated July 21, 1997, having as a southerly boundary, in part, the northerly bank of the Pelly River and as a northerly boundary the southerly boundary of the 60 metre right-of-way for the road known as the Pelly Ranch Road and shown approximately by a dashed line designated as Pelly Ranch Road on Territorial Resource Base Maps 115 I/14 and 115 I/15,

not including:

- the land described in Lease No. 115I14-0000-00006;
- the land described in Lease No. 685 comprising a portion of the land described in Order in Council 1988-1505;

subject to:

- a 15 metre right-of-way for the existing access trail shown approximately by a dashed line designated as Access Trail on Territorial Resource Base Map 115 I/14 lying within Parcel R-17B;
- 30 metre rights-of-way for the two existing access roads shown approximately by dashed lines each designated as Access Road on Territorial Resource Base Map 115 I/14 lying within Parcel R-17B;

subject to the following Special Conditions:

- the Yukon shall have the right to construct and upgrade, on the 30 metre rights-of-way, the two existing access roads shown approximately by dashed lines each designated as Access Road on Territorial Resource Base 115 I/14;
- a Specified Access Right shall apply on the 30 metre rights-of-way for the two existing access roads shown approximately by dashed lines each designated as Access Road on Territorial Resource Base Map 115 I/14 lying within Parcel R-17B,

having an area of approximately 52.48 square kilometres.

R-18B

Category B, being the Parcel shown as R-18B on Territorial Resource Base Maps 115 I/13 and 115 I/14, dated July 21, 1997, having as a northerly boundary the southerly bank of the Yukon River and as a westerly boundary the easterly bank of an unnamed creek,

including:

- a portion of Lot 3, Group 4, Plan 8358 CLSR, 8358 LTO;
- a portion of Lot 2, Group 4, Plan 8358 CLSR, 8358 LTO;
- a portion of Lot 23, Group 953, Plan 55073 CLSR;
- the land described in Reservation No. 115I14-0000-00011 comprising Lot 6, Group 4, Plans 1618, T2616 and 8886 CLSR, 8886 LTO;
- Lot 4, Group 4, Plans 8358 and 8718 CLSR, 8358 LTO;

not including:

- the land described in Lease No. 115I14-0000-00005;
- the land between the land described in Lease No. 115I14-0000-00005 and the bank of the Yukon River shown cross-hatched on Territorial Resource Base Map 115 I/14;
- Lot 7, Group 4, Plan 9339 CLSR, 9339 LTO;
- the land shown on Sketch 1 on Territorial Resource Base Map 115 I/14, having an area of approximately 106 hectares;
- the land identified as Fort Selkirk Historic Site on Territorial Resource Base Map 115 I/14;

subject to:

- a 15 metre right-of-way for the existing access road shown approximately by a dashed line designated as Access Road on Territorial Resource Base Map 115 I/14 lying within Parcel R-18B;
- a 30 metre right-of-way for the existing access road shown approximately by a dashed line designated as Airport Road on Territorial Resource Base Map 115 I/14;

subject to the following Special Conditions:

- the management of that portion of this Parcel identified as Management Area on map "Fort Selkirk Historic Site, (FSHS)" and on Territorial Resource Base Map 115 I/14 shall be consistent with the principles set out in 3.6 of Schedule A - Fort Selkirk Historic Site, to Chapter 13 of this Agreement;
- Airport Zoning Controls shall apply,

having an area of approximately 39.30 square kilometres.

R-20A

Category A, being the Parcel shown as R-20A on Territorial Resource Base Map 115 O/1, dated July 21, 1997, having as an easterly boundary the westerly bank of Alberta Creek, as a northerly boundary the southerly boundary of a 60 metre right-of-way for the road known as the Dawson Road and shown approximately by a dashed line designated as Dawson Road on Territorial Resource Base Map 115 O/1 and as a westerly boundary, in part, the easterly bank of an unnamed creek,

having an area of approximately 65.09 square kilometres.

R-21B

Category B, being the Parcel shown as R-21B on Territorial Resource Base Maps 105 K/13, 105 L/10, 105 L/14, 105 L/15 and 105 L/16, dated July 21, 1997, having as a northerly boundary, in part, the southerly boundary of Parcel R-36A, as a southerly boundary the northerly banks of the Pelly River and the Earn River and the northerly shores of Earn Lake and Stokes Lake, sequentially, and as an easterly boundary the westerly bank of an unnamed creek,

not including:

- the land described in Lease No. 105L16-0000-00001;
- the land described in Lease No. 105L16-0000-00002;
- the land between the land described in Lease No. 105L16-0000-00001 and the shore of Earn Lake shown cross-hatched on Territorial Resource Base Map 105 L/16;
- the land between the land described in Lease No. 105L16-0000-00002 and the shore of Earn Lake shown cross-hatched on Territorial Resource Base Map 105 L/16;

subject to:

- a 60 metre right-of-way for the road known as the Dromedary Resource Road and for the proposed Dromedary Resource Road Extension, both shown approximately by a dashed line designated as Dromedary Resource Road and Proposed Dromedary Resource Road Extension, respectively, on Territorial Resource Base Maps 105 L/14 and 105 L/15;
- Reservation No. 105L14-0000-00001;

subject to the following Special Conditions:

- the holder, from time to time, of the outfitting concession for any outfitting area in that portion of this Parcel east of Grampa Creek has a right of access to use that part of the Parcel located within the outfitting area, for all purposes relating to the outfitting of non-residents for the hunting of big game, if permitted by and in accordance with laws which apply to lands under the administration and control of the Commissioner;
- the Yukon shall have the right to construct and upgrade, on the 60 metre right-of-way, the road known as the Dromedary Resource Road and the proposed Dromedary Resource Road Extension, both shown approximately by a dashed line designated as Dromedary Resource Road and Proposed Dromedary Resource Road Extension, respectively, on Territorial Resource Base Maps 105 L/14 and 105 L/15;
- the Yukon shall Consult with the Selkirk First Nation prior to constructing or upgrading the road known as the Dromedary Resource Road and the proposed Dromedary Resource Road Extension, both shown approximately by a dashed line designated as Dromedary Resource Road and Proposed Dromedary Resource Road Extension, respectively, on Territorial Resource Base Maps 105 L/14 and 105 L/15;
- a Quarrying Right for any Quarry identified under 18.2.5.2(a) of this Agreement;
- a Specified Access Right shall apply on the 60 metre right-of-way for the Dromedary Resource Road and for the proposed Dromedary Resource Road Extension, both shown approximately by a dashed line designated as Dromedary Resource Road and Proposed Dromedary Resource Road Extension, respectively, on Territorial Resource Base Maps 105 L/14 and 105 L/15,

having an area of approximately 410.22 square kilometres.

R-23B

Category B, being the Parcel shown as R-23B on Territorial Resource Base Maps 105 L/15, 105 M/1 and 105 M/2, dated July 21, 1997, having as a westerly boundary the easterly bank of the Moose River and as a southerly boundary the northerly bank of the Macmillan River,

having an area of approximately 170.42 square kilometres.

- R-24B Category B, being the Parcel shown as R-24B on Territorial Resource Base Map 105 M/1, dated July 21, 1997, having as an easterly boundary the westerly bank of Mist Creek and as a southerly boundary the northerly bank of the Moose River,
- having an area of approximately 6.03 square kilometres.
- R-25B Category B, being the Parcel shown as R-25B on Territorial Resource Base Map 105 L/10, dated July 21, 1997, having as an easterly boundary, in part, the westerly bank of Harvey Creek and as a northerly boundary the southerly boundary of a 60 metre right-of-way for the road known as the Detour Lakes Road and shown approximately by a dashed line designated as Detour Lakes Road on Territorial Resource Base Map 105 L/10,
- having an area of approximately 101.04 square kilometres.
- R-26A Category A, being the Parcel shown as R-26A on Territorial Resource Base Map 105 L/16, dated July 21, 1997, having as a northwesterly boundary the southerly shore of Earn Lake and as a southwesterly boundary the northeasterly bank of an unnamed creek,
- subject to the following Special Condition:
- the holder, from time to time, of the outfitting concession for any outfitting area in this Parcel has a right of access to use that part of the Parcel located within the outfitting area, for all purposes relating to the outfitting of non-residents for the hunting of big game, if permitted by and in accordance with laws which apply to lands under the administration and control of the Commissioner,
- having an area of approximately 36.50 square kilometres.
- R-27A Category A, being the Parcel shown as R-27A on Territorial Resource Base Maps 105 L/13 and 105 L/14, dated July 21, 1997, having as southerly and easterly boundaries the northerly and westerly banks, respectively, of the Kalzas River and as a southwesterly boundary the easterly bank of the Little Kalzas River and the easterly shore of Little Kalzas Lake, respectively,
- subject to the following Special Condition:
- the management of this Parcel shall be consistent with the objectives set out in 1.1.1 through 1.1.4 of Schedule A - Ddhaw Ghro Habitat Protection Area, to Chapter 10 of this Agreement,
- having an area of approximately 90.22 square kilometres.

- R-28B Category B, being the Parcel shown as R-28B on Territorial Resource Base Map 105 L/10, dated July 21, 1997, having as a northerly boundary the southerly bank of the Pelly River,
having an area of approximately 14.09 square kilometres.
- R-31A Category A, being the Parcel shown as R-31A on Territorial Resource Base Maps 115 J/9 and 115 J/10, dated July 21, 1997, having as a northerly boundary the southerly bank of Colorado Creek and as a southerly boundary, in part, the northerly bank of Pattison Creek,
having an area of approximately 66.06 square kilometres.
- R-32B Category B, being the Parcel shown as R-32B on Territorial Resource Base Map 115 I/14, dated July 21, 1997, having as southerly and westerly boundaries the northerly and easterly banks, respectively, of the Yukon River and as an easterly boundary the westerly bank of the Pelly River,
subject to the following Special Condition:
- the management of that portion of this Parcel identified as Management Area on map "Fort Selkirk Historic Site, (FSHS)" and on Territorial Resource Base Map 115 I/14 shall be consistent with the principles set out in 3.6 of Schedule A - Fort Selkirk Historic Site, to Chapter 13 of this Agreement,
having an area of approximately 10.35 square kilometres.
- R-33B Category B, being the Parcel shown as R-33B on Territorial Resource Base Maps 105 L/13 and 105 L/14, dated July 21, 1997, having as southerly and westerly boundaries the northerly and easterly banks, respectively, of the Macmillan River and as a northerly boundary the southerly bank of the Kalzas River,
having an area of approximately 12.56 square kilometres.
- R-34B Category B, being the Parcel shown as R-34B on Territorial Resource Base Maps 105 L/11 and 105 L/12, dated July 21, 1997, having as a westerly boundary the easterly bank of Needlerock Creek, as a northerly boundary the southerly boundary of a 60 metre right-of-way for the road known as the Detour Lakes Road and shown approximately by a dashed line designated as Detour Lakes Road on Territorial Resource Base Maps 105 L/11 and 105 L/12 and as an easterly boundary, in part, the westerly bank of an unnamed creek,

subject to the following Special Condition:

- a Quarrying Right for any Quarry identified under 18.2.5.2(a) of this Agreement,

having an area of approximately 126.86 square kilometres.

R-35B

Category B, being the Parcel shown as R-35B on Territorial Resource Base Maps 105 L/13, 115 I/15 and 115 I/16, dated July 21, 1997, having as a northerly boundary the southerly bank of the Pelly River and as a southerly boundary, in part, the northerly boundary of a 60 metre right-of-way for the road known as the Detour Lakes Road and shown approximately by a dashed line designated as Detour Lakes Road on Territorial Resource Base Maps 105 L/13, 115 I/15 and 115 I/16, and, in part, the northerly boundary of a 60 metre right-of-way for the road known as the Old Wood Road and shown approximately by a dashed line designated as Old Wood Road on Territorial Resource Base Map 115 I/15,

not including:

- the land shown on Sketch 1 on Territorial Resource Base Map 115 I/16, having an area of approximately 331 hectares;

subject to the following Special Conditions:

- pursuant to 7.8.1.1, a Flooding Right shown approximately by a dash-dot line on Territorial Resource Base Maps 105 L/13 and 115 I/16, for the purposes of a hydro-electric or water storage project for the Granite Canyon Hydro Project;
- a Quarrying Right for any Quarry identified under 18.2.5.2(a) of this Agreement,

having an area of approximately 171.09 square kilometres.

R-36A

Category A, being the Parcel shown as R-36A on Territorial Resource Base Maps 105 L/14 and 105 L/15, dated July 21, 1997, having as a northwesterly boundary the southeasterly bank of the Macmillan River, as a westerly boundary the easterly bank of a creek known as White Creek, as a northeasterly boundary, in part, the southwesterly bank of an unnamed creek and as a southerly boundary the northerly boundary of Parcel R-21B,

subject to:

- a 60 metre right-of-way for the road known as the Dromedary Resource Road and for the proposed Dromedary Resource Road Extension, both shown approximately by a dashed line designated as Dromedary Resource Road and Proposed Dromedary Resource Road Extension, respectively, on Territorial Resource Base Maps 105 L/14 and 105 L/15;

subject to the following Special Conditions:

- the Yukon shall have the right to construct and upgrade, on the 60 metre right-of-way, the road known as the Dromedary Resource Road and the proposed Dromedary Resource Road Extension, both shown approximately by a dashed line designated as Dromedary Resource Road and Proposed Dromedary Resource Road Extension, respectively, on Territorial Resource Base Maps 105 L/14 and 105 L/15;
- the Yukon shall Consult with the Selkirk First Nation prior to constructing or upgrading the road known as the Dromedary Resource Road and the proposed Dromedary Resource Road Extension, both shown approximately by a dashed line designated as Dromedary Resource Road and Proposed Dromedary Resource Road Extension, respectively, on Territorial Resource Base Maps 105 L/14 and 105 L/15;
- a Specified Access Right shall apply on the 60 metre right-of-way for the Dromedary Resource Road and for the proposed Dromedary Resource Road Extension, both shown approximately by a dashed line designated as Dromedary Resource Road and Proposed Dromedary Resource Road Extension, respectively, on Territorial Resource Base Maps 105 L/14 and 105 L/15,

having an area of approximately 262.57 square kilometres.

R-37A Category A, being the Parcel shown as R-37A on Territorial Resource Base Maps 115 I/5 and 115 I/6, dated July 21, 1997, having as a southerly boundary the northerly boundary of a 60 metre right-of-way for the route known as the Casino Road and shown approximately by a dashed line designated as Casino Road on Territorial Resource Base Maps 115 I/5 and 115 I/6,

having an area of approximately 26.01 square kilometres.

R-38B Category B, being the Parcel shown as R-38B on Territorial Resource Base Map 115 I/16, dated July 21, 1997, having as a southeasterly boundary the northwesterly bank of the Pelly River and as easterly and northerly boundaries the westerly and southerly boundaries, respectively, of a 60 metre right-of-way for the existing access road shown approximately by a dashed line designated as Access Road on Territorial Resource Base Map 115 I/16,

not including:

- the land shown on Sketch 1 on Territorial Resource Base Map 115 I/16, having an area of approximately 331 hectares;

subject to the following Special Conditions:

- pursuant to 7.8.1.1, a Flooding Right shown approximately by a dash-dot line on Territorial Resource Base Maps 105 L/13 and 115 I/16, for the purposes of a hydro-electric or water storage project for the Granite Canyon Hydro Project;
- a Quarrying Right for any Quarry identified under 18.2.5.2(a) of this Agreement,

having an area of approximately 1.14 square kilometres.

R-39B Category B, being the Parcel shown as R-39B on Territorial Resource Base Maps 105 L/9, 105 L/10, 105 L/15 and 105 L/16, dated July 21, 1997, having as a westerly boundary the easterly banks of Menzie Creek and the Earn River, respectively, and as a northerly boundary the southerly bank of an unnamed creek,

subject to the following Special Condition:

- the holder, from time to time, of the outfitting concession for any outfitting area in this Parcel has a right of access to use that part of the Parcel located within the outfitting area, for all purposes relating to the outfitting of non-residents for the hunting of big game, if permitted by and in accordance with laws which apply to lands under the administration and control of the Commissioner,

having an area of approximately 20.75 square kilometres.

R-40B Category B, being the Parcel shown as R-40B on Territorial Resource Base Maps 115 I/10 and 115 I/11, dated July 21, 1997, having as a westerly boundary the easterly bank of Big Creek and as a northerly boundary the southerly boundary of a 30 metre right-of-way for the existing access road shown approximately by a dashed line designated as Minto Exploration Road on Territorial Resource Base Maps 115 I/10 and 115 I/11,

not including:

- the land described in Reservation No. 115I11-0000-00001,

having an area of approximately 93.64 square kilometres.

- R-41B Category B, being the Parcel shown as R-41B on Territorial Resource Base Map 115 I/11, dated July 21, 1997, having as a southwesterly boundary the northeasterly bank of the Yukon River and as a northerly boundary the southerly boundary of a 60 metre right-of-way for the road known as the Dawson Road and shown approximately by a dashed line designated as Dawson Road on Territorial Resource Base Map 115 I/11,
- not including:
- the land described in P.C. 1995-42 comprising Lot 1002, Quad 115 I/11, Plan 74397 CLSR, 92-86 LTO,
- having an area of approximately 9.14 square kilometres.
- R-42B Category B, being the Parcel shown as R-42B on Territorial Resource Base Map 115 I/14, dated July 21, 1997, having as a westerly boundary the easterly bank of the Yukon River, as a northerly boundary the southerly boundary of Lot 1002, Quad 115 I/14, Plan 71344 CLSR, 88-72 LTO, as an easterly boundary the westerly boundary of a 60 metre right-of-way for the road known as the Dawson Road and shown approximately by a dashed line designated as Dawson Road on Territorial Resource Base Map 115 I/14 and as a southerly boundary the northerly boundary of the existing access trail shown approximately by a dashed line designated as Access Trail on Territorial Resource Base Map 115 I/14,
- subject to the following Special Condition:
- the management of that portion of this Parcel identified as Management Area on map "Fort Selkirk Historic Site, (FSHS)" and on Territorial Resource Base Map 115 I/14 shall be consistent with the principles set out in 3.6 of Schedule A - Fort Selkirk Historic Site, to Chapter 13 of this Agreement,
- having an area of approximately 2.58 square kilometres.
- R-43B Category B, being the Parcel shown as R-43B on Territorial Resource Base Map 115 I/10, dated July 21, 1997, having as a southerly boundary the northerly bank of McCabe Creek, as a westerly boundary the easterly bank of the Yukon River, as a northerly boundary the southerly boundary of a 30 metre right-of-way for the road known as the Minto Landing Access Road and shown approximately by a solid line designated as Minto Landing Access Road on Territorial Resource Base Map 115 I/10 and as an easterly boundary the westerly boundary of the right-of-way for the Major Highway known as the Klondike Highway,

including, as Developed Settlement Land:

- the land designated as R-43B/D-1, the boundaries of which are shaded, on Territorial Resource Base Map 115 I/10 and on Inset Sketch 1 on Territorial Resource Base Map 115 I/10;

including:

- the land described in P.C. 1985-323 comprising Lot 74, Group 953, Plan 57170 CLSR, 35251 LTO;

not including:

- the land described in Lease No. 115I10-0000-00010;
- the land between the land described in Lease No. 115I10-0000-00010 and the bank of the Yukon River shown cross-hatched on Territorial Resource Base Map 115 I/10;
- Lot 1000, Quad 115 I/10, Plan 74910 CLSR, 93-25 LTO and a portion of the Dawson Road shown on Plan 10669 CLSR, designated as S-119FS on Territorial Resource Base Map 115 I/10;

subject to:

- Lease No. 115I10-0000-00002;
- a 15 metre right-of-way for the existing access road shown approximately by a dashed line designated as Access Road One on Territorial Resource Base Map 115 I/10 lying within Parcel R-43B;
- a 15 metre right-of-way for the existing access road shown approximately by a dashed line designated as Access Road Two on Territorial Resource Base Map 115 I/10 lying within Parcel R-43B;
- a 15 metre right-of-way for the existing access road shown approximately by a dashed line designated as Access Road Three on Territorial Resource Base Map 115 I/10 lying within Parcel R-43B;
- any reservation established by Government prior to the Effective Date of this Agreement in respect of the existing barge landing site shown on Sketch 4 on Inset Sketch 1 on Territorial Resource Base Map 115 I/10 (the "Existing Site");

subject to the following Special Conditions:

- a right of Government to maintain, upgrade and regulate the use of the Existing Site in accordance with Laws which apply to Crown Land;
- if the Selkirk First Nation constructs within Parcel R-43B:
 - (a) an alternate barge landing site for Government, public, commercial and non-commercial barging access to, from and across the Yukon River, including landing, marshalling and staging areas comparable to the Existing Site (the "Alternate Site"); and

(b) an access road from the Major Highway known as the Klondike Highway to the Alternate Site comparable to the Minto Landing Access Road (the "Alternate Road"), each in accordance with designs, locations and specifications agreed upon in advance by Government and the Selkirk First Nation, then Government shall, upon being satisfied that the Alternate Site and the Alternate Road have adequately provided for Government, public, commercial and non-commercial barging access to, from and across the Yukon River, cancel the reservation in respect of the Existing Site;

- there shall be no fee or charge payable to the Selkirk First Nation, in excess of fees charged by Government for comparable uses of comparable facilities, for Government, public, commercial, or non-commercial access to or use of the Alternate Site or the Alternate Road, except in accordance with any fee schedule agreed upon by Government and the Selkirk First Nation from time to time;
- the Yukon shall close those portions of the right-of-way for the Dawson Road shown on Plan 10669 CLSR lying within Parcel R-43B;
- Airport Zoning Controls shall apply,

having an area of approximately 6.86 square kilometres.

R-44A

Category A, being the Parcel shown as R-44A on Territorial Resource Base Maps 115 I/10 and 115 I/11, dated July 21, 1997, having as a westerly boundary the easterly bank of Big Creek, as a northerly boundary the southerly bank of the Yukon River and as a southerly boundary the southerly boundary of a 30 metre right-of-way for the existing access road shown approximately by a dashed line designated as Minto Exploration Road on Territorial Resource Base Maps 115 I/10 and 115 I/11,

subject to the following Special Condition:

- Minto Exploration Ltd., its successors and assigns, shall have a 30 metre right-of-way for the existing access road shown approximately by a dashed line designated as Minto Exploration Road on Territorial Resource Base Maps 115 I/10 and 115 I/11 and the right to construct, maintain, upgrade and use such right of way and road for so long as Minto Exploration Ltd., its successors or assigns, holds any Mineral Right granted by Government within the Parcel or has any right to obtain a renewal of any lapsed Mineral Right,

having an area of approximately 5.70 square kilometres.

- R-45B Category B, being the Parcel shown as R-45B on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as a northerly boundary the southerly bank of the Pelly River and as an easterly boundary the westerly boundary of the right-of-way for the Major Highway known as the Klondike Highway,
- not including:
- the land described in Reservation No. 115I15-0000-00001,
- subject to the following Special Condition:
- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41947 CLSR, 25231 LTO lying within Parcel R-45B,
- having an area of approximately 5.11 square kilometres.
- S-1B/D Proposed Site Specific Settlement Land, being the area shown as S-1B/D, at McCabe Creek, on Territorial Resource Base Map 115 I/9, dated July 21, 1997, having as an easterly boundary the westerly bank of McCabe Creek, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-1B1/D,
- having an area of approximately 1 hectare.
- S-3B/D Proposed Site Specific Settlement Land, being the area shown as S-3B/D, at the Klondike Highway, on Territorial Resource Base Map 115 P/1, dated July 21, 1997, having as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-3B1/D,
- having an area of approximately 1 hectare.
- S-6B Proposed Site Specific Settlement Land, being the area shown as S-6B, at the North Macmillan River, on Territorial Resource Base Map 105 N/1, dated July 21, 1997, having as a southerly boundary the northerly bank of the North Macmillan River, out of which shall be selected a Parcel of Category B Settlement Land, on which cabin remnants are located, to be known as S-6B1,
- having an area of approximately 10 hectares.

S-7B Proposed Site Specific Settlement Land, being the area shown as S-7B, near the confluence of the Macmillan River and Russell Creek, on Territorial Resource Base Map 105 N/3, dated July 21, 1997, having as a southerly boundary the northerly bank of the Macmillan River, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-7B1,

subject to:

- Lease No. 105N03-0000-00003;

subject to the following Special Condition:

- the holder of Lease No. 105N03-0000-00003 shall have a right of access to enter, cross and make necessary stops on that part of the Parcel located between the land described in Lease No. 105N03-0000-00003 and the north bank of the Macmillan River for the commercial purposes set out, as at the Effective Date of this Agreement, in Lease No. 105N03-0000-00003,

having an area of approximately 62 hectares.

S-8B/D Proposed Site Specific Settlement Land, being the area shown as S-8B/D, at the Macmillan River, on Territorial Resource Base Map 105 K/13, dated July 21, 1997, having as a southeasterly boundary the northerly bank of the Macmillan River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which tent frames and fire pits are located, to be known as S-8B1/D,

having an area of approximately 1 hectare.

S-9B/D Proposed Site Specific Settlement Land, being the area shown as S-9B/D, at Willow Lake, on Territorial Resource Base Map 115 P/2, dated July 21, 1997, having as a northerly boundary the southerly shore of Willow Lake, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-9B1/D,

having an area of approximately 1 hectare.

S-12B/D Proposed Site Specific Settlement Land, being the area shown as S-12B/D, at the confluence of Little Sheep Creek and the Pelly River, on Territorial Resource Base Map 105 L/9, dated July 21, 1997, having as a southerly boundary the northerly bank of Little Sheep Creek and as an easterly boundary the westerly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-12B1/D,

having an area of approximately 1 hectare.

- S-13B/D Proposed Site Specific Settlement Land, being the area shown as S-13B/D, at the confluence of Hodder Creek and the Pelly River, on Territorial Resource Base Map 105 L/9, dated July 21, 1997, having as a southeasterly boundary the northeasterly bank of Hodder Creek and as a northeasterly boundary the southwesterly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a camp site is located, to be known as S-13B1/D,
- having an area of approximately 1 hectare.
- S-15B Proposed Site Specific Settlement Land, being the area shown as S-15B, at the confluence of Coffee Creek and the Yukon River, on Territorial Resource Base Map 115 J/14, dated July 21, 1997, having as a northerly boundary the southerly bank of the Yukon River and as an easterly boundary the westerly bank of Coffee Creek, out of which shall be selected a Parcel of Category B Settlement Land, on which cabin remnants are located, to be known as S-15B1,
- having an area of approximately 20 hectares.
- S-16B Proposed Site Specific Settlement Land, being the area shown as S-16B, at the confluence of the Yukon River and the Selwyn River, on Territorial Resource Base Map 115 J/16, dated July 21, 1997, having as an easterly boundary the westerly bank of the Selwyn River and as a northerly boundary the southerly bank of the Yukon River, including Lot 4, Group 952, Plan 8892 CLSR, 8892 LTO, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-16B1,
- having an area of approximately 10 hectares.
- S-19B/D Proposed Site Specific Settlement Land, being the area shown as S-19B/D, at the Yukon River, on Territorial Resource Base Map 115 I/13, dated July 21, 1997, having as a northeasterly boundary the southwesterly bank of the Yukon River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a camp site is located, to be known as S-19B1/D,
- having an area of approximately 1 hectare.
- S-21B/D Proposed Site Specific Settlement Land, being the area shown as S-21B/D, at the Klondike Highway, on Territorial Resource Base Map 115 I/16, dated July 21, 1997, having as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which cabin remnants are located, to be known as S-21B1/D,
- having an area of approximately 1 hectare.

S-22B Proposed Site Specific Settlement Land, being the area shown as S-22B, at Big Kalzas Lake, on Territorial Resource Base Map 105 M/2, dated July 21, 1997, having as an easterly boundary the westerly shore of Big Kalzas Lake, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-22B1,

having an area of approximately 74 hectares.

S-25B/D Proposed Site Specific Settlement Land, being the area shown as S-25B/D, at the Pelly River, on Territorial Resource Base Map 105 L/14, dated July 21, 1997, having as a westerly boundary the easterly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a camp site is located, to be known as S-25B1/D,

having an area of approximately 1 hectare.

S-31B Proposed Site Specific Settlement Land, being the area shown as S-31B, at the Yukon River, on Territorial Resource Base Map 115 I/10, dated July 21, 1997, having as a southerly boundary the northerly bank of the Yukon River, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-31B1,

not including:

- a cabin and its curtilage and the land between the curtilage and the bank of the Yukon River, unless the holder of the concession for the outfitting area encompassing S-31B consents in writing, on or before the Effective Date of this Agreement, to the inclusion in S-31B of the cabin and its curtilage and the land between the curtilage and the bank of the Yukon River,

having an area of approximately 10 hectares.

S-36B/D Proposed Site Specific Settlement Land, being the area shown as S-36B/D, at Moose Lake, on Territorial Resource Base Map 105 M/1, dated July 21, 1997, having as a westerly boundary the northeasterly shore of Moose Lake, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-36B1/D,

having an area of approximately 1 hectare.

- S-38B/D Proposed Site Specific Settlement Land, being the area shown as S-38B/D, at the confluence of Harvey Creek and the Pelly River, on Territorial Resource Base Map 105 L/10, dated July 21, 1997, having as a northerly boundary the southerly bank of Harvey Creek and as an easterly boundary the westerly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which cabin remnants are located, to be known as S-38B1/D,
- having an area of approximately 1 hectare.
- S-40B Proposed Site Specific Settlement Land, being the area shown as S-40B, at Stokes Lake, on Territorial Resource Base Map 105 K/13, dated July 21, 1997, having as a southerly boundary the northerly shore of Stokes Lake and as an easterly boundary the westerly bank of an unnamed creek, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-40B1,
- having an area of approximately 105 hectares.
- S-42B/D Proposed Site Specific Settlement Land, being the area shown as S-42B/D, at Mist Lake, on Territorial Resource Base Map 105 M/1, dated July 21, 1997, having as an easterly boundary the westerly shore of Mist Lake, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a camp site is located, to be known as S-42B1/D,
- having an area of approximately 1 hectare.
- S-45B/D Proposed Site Specific Settlement Land, being the area shown as S-45B/D, at Moss Lake, on Territorial Resource Base Map 115 P/2, dated July 21, 1997, having as a westerly boundary the easterly shore of Moss Lake, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a camp site is located, to be known as S-45B1/D,
- having an area of approximately 1 hectare.
- S-47B/D Proposed Site Specific Settlement Land, being the area shown as S-47B/D, east of Black Creek, on Territorial Resource Base Map 115 I/13, dated July 21, 1997, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-47B1/D,
- having an area of approximately 1 hectare.

- S-48B/D Proposed Site Specific Settlement Land, being the area shown as S-48B/D, on Territorial Resource Base Map 115 I/13, dated July 21, 1997, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-48B1/D, having an area of approximately 1 hectare.
- S-49B/D Proposed Site Specific Settlement Land, being the area shown as S-49B/D, at Grand Valley Creek, on Territorial Resource Base Map 115 P/4, dated July 21, 1997, having as an easterly boundary the westerly boundary of a 60 metre right-of-way for the road known as the Dawson Road and shown approximately by a double solid line designated as Dawson Road on Territorial Resource Base Map 115 P/4 and as a southerly boundary the northerly bank of Grand Valley Creek, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-49B1/D, having an area of approximately 1 hectare.
- S-50B/D Proposed Site Specific Settlement Land, being the area shown as S-50B/D, at the confluence of an unnamed creek and the Yukon River, on Territorial Resource Base Map 115 I/13, dated July 21, 1997, having as a westerly boundary the easterly bank of the unnamed creek and as a southerly boundary the northerly bank of the Yukon River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a camp site is located, to be known as S-50B1/D, having an area of approximately 1 hectare.
- S-51B/D Proposed Site Specific Settlement Land, being the area shown as S-51B/D, at Cripple Creek, on Territorial Resource Base Map 115 J/16, dated July 21, 1997, having as a westerly boundary the easterly bank of Cripple Creek, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a camp site is located, to be known as S-51B1/D, having an area of approximately 1 hectare.
- S-52B Category B, being the Parcel shown as S-52B, comprising an unnamed island in the Yukon River, on Territorial Resource Base Map 115 I/13, dated July 21, 1997, having an area of approximately 41 hectares.

S-55B/D Proposed Site Specific Settlement Land, being the area shown as S-55B/D, at the Pelly River, on Territorial Resource Base Map 115 I/14, dated July 21, 1997, having as a westerly boundary the easterly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-55B1/D,

not including:

- the land described in Lease No. 685 comprising a portion of the land described in Order in Council 1988-1505,

having an area of approximately 1 hectare.

S-57B/D Proposed Site Specific Settlement Land, being the area shown as S-57B/D, at the Yukon River, on Territorial Resource Base Map 115 I/11, dated July 21, 1997, having as an easterly boundary the westerly bank of the Yukon River and as a northerly boundary the southerly bank of Wolverine Creek, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-57B1/D,

having an area of approximately 1 hectare.

S-59B/D Proposed Site Specific Settlement Land, being the area shown as S-59B/D, north of North Crooked Creek and west of a lake known as Shoals Lake, on Territorial Resource Base Map 115 P/8, dated July 21, 1997, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-59B1/D,

having an area of approximately 1 hectare.

S-60B/D Proposed Site Specific Settlement Land, being the area shown as S-60B/D, at Crystal Creek, on Territorial Resource Base Map 115 P/1, dated July 21, 1997, having as a southerly boundary the northerly bank of Crystal Creek, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-60B1/D,

subject to the following Special Condition:

- this Parcel shall be subject to the provisions of Schedule A - Ddhaw Ghro Habitat Protection Area, to Chapter 10 of this Agreement,

having an area of approximately 1 hectare.

- S-68B/D Proposed Site Specific Settlement Land, being the area shown as S-68B/D, at the Pelly River, on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as a northerly boundary the southerly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-68B1/D,
- having an area of approximately 2 hectares.
- S-69B/D Proposed Site Specific Settlement Land, being the area shown as S-69B/D, at the Pelly River, on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as a northerly boundary the southerly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-69B1/D,
- having an area of approximately 1 hectare.
- S-70B/D Proposed Site Specific Settlement Land, being the area shown as S-70B/D, at the Pelly River, on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as a northerly boundary the southerly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-70B1/D,
- having an area of approximately 1 hectare.
- S-71B/D Proposed Site Specific Settlement Land, being the area shown as S-71B/D, at the Pelly River, on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as a westerly boundary the easterly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-71B1/D,
- having an area of approximately 1 hectare.
- S-85A Proposed Site Specific Settlement Land, being the area shown as S-85A, at Little Sheep Creek, on Territorial Resource Base Map 105 L/9, dated July 21, 1997, having as an easterly boundary the westerly bank of Little Sheep Creek, out of which shall be selected a Parcel of Category A Settlement Land, to be known as S-85A1,
- having an area of approximately 50 hectares.

- S-86B/D Proposed Site Specific Settlement Land, being the area shown as S-86B/D, at the Dawson Road, on Territorial Resource Base Map 115 I/14, dated July 21, 1997, having as an easterly boundary the westerly boundary of a 60 metre right-of-way for the road known as the Dawson Road and shown approximately by a dashed line designated as Dawson Road on Territorial Resource Base Map 115 I/14, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-86B1/D,
- having an area of approximately 1 hectare.
- S-89B/D Proposed Site Specific Settlement Land, being the area shown as S-89B/D, at the Pelly River, on Territorial Resource Base Map 115 I/14, dated July 21, 1997, having as a westerly boundary the easterly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-89B1/D,
- having an area of approximately 1 hectare.
- S-91B/D Proposed Site Specific Settlement Land, being the area shown as S-91B/D, at the Pelly River, on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as an easterly boundary the westerly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-91B1/D,
- having an area of approximately 1 hectare.
- S-93B/D Category B - Developed, being the Parcel shown as S-93B/D, comprising an unnamed island in Tatlain Lake, on Territorial Resource Base Map 115 I/9, dated July 21, 1997,
- having an area of approximately 1.7 hectares.
- S-95B/D Proposed Site Specific Settlement Land, being the area shown as S-95B/D, at the Yukon River, on Territorial Resource Base Map 115 I/11, dated July 21, 1997, having as an easterly boundary the westerly boundary of a 60 metre right-of-way for the road known as the Dawson Road and shown approximately by a dashed line designated as Dawson Road on Territorial Resource Base Map 115 I/11, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-95B1/D,
- having an area of approximately 1 hectare.

S-103B/D Proposed Site Specific Settlement Land, being the area shown as S-103B/D, at the Pelly River, on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as a northerly boundary the southerly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-103B1/D,

having an area of approximately 1 hectare.

S-104B/D Proposed Site Specific Settlement Land, being the area shown as S-104B/D, at the Pelly River, on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as a northwesterly boundary the southeasterly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-104B1/D,

having an area of approximately 1 hectare.

S-105B/D Proposed Site Specific Settlement Land, being the area shown as S-105B/D, at the Pelly River, on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as a northerly boundary the southerly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-105B1/D,

having an area of approximately 1 hectare.

S-106B/D Proposed Site Specific Settlement Land, being the area shown as S-106B/D, at the Pelly River, on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as a northerly boundary the southerly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-106B1/D,

having an area of approximately 1 hectare.

S-108B/D Proposed Site Specific Settlement Land, being the area shown as S-108B/D, at the Pelly River, on Territorial Resource Base Map 115 I/14, dated July 21, 1997, having as an easterly boundary the westerly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-108B1/D,

not including:

- the land described in Lease No. 685 comprising a portion of the land described in Order in Council 1988-1505,

having an area of approximately 1 hectare.

- S-109B/D Proposed Site Specific Settlement Land, being the area shown as S-109B/D, at the Dawson Road, on Territorial Resource Base Map 115 I/10, dated July 21, 1997, having as a northerly boundary the southerly boundary of a 60 metre right-of-way for the road known as the Dawson Road and shown approximately by a dashed line designated as Dawson Road on Territorial Resource Base Map 115 I/10, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-109B1/D,
- having an area of approximately 1 hectare.
- S-110B Category B, being the Parcel shown as S-110B, comprising an unnamed island in Stokes Lake, on Territorial Resource Base Map 105 K/13, dated July 21, 1997,
- having an area of approximately 23 hectares.
- S-111B/D Proposed Site Specific Settlement Land, being the area shown as S-111B/D, at the confluence of Cripple Creek and the Yukon River, on Territorial Resource Base Map 115 J/16, dated July 21, 1997, having as an easterly boundary the westerly bank of Cripple Creek and as a southerly boundary the northerly bank of the Yukon River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-111B1/D,
- having an area of approximately 1 hectare.
- S-112B Proposed Site Specific Settlement Land, being the area shown as S-112B, at Willow Lake, on Territorial Resource Base Map 115 P/2, dated July 21, 1997, having as a westerly boundary the easterly shore of Willow Lake, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-112B1,
- having an area of approximately 1 hectare.
- S-113B/D Proposed Site Specific Settlement Land, being the area shown as S-113B/D, at the Pelly River, on Territorial Resource Base Map 115 I/14, dated July 21, 1997, having as a southeasterly boundary the northwesterly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-113B1/D,
- not including:
- the land described in Lease No. 685 comprising a portion of the land described in Order in Council 1988-1505,
- having an area of approximately 1 hectare.

- S-114B/D Category B - Developed, being the Parcel shown as S-114B/D, comprising an unnamed island in Tatlain Lake, on Territorial Resource Base Map 105 L/12, dated July 21, 1997,
- having an area of approximately 3 hectares.
- S-115B/D Proposed Site Specific Settlement Land, being the area shown as S-115B/D, at the Pelly River, on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as a northeasterly boundary the southwesterly bank of the Pelly River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-115B1/D,
- having an area of approximately 1 hectare.
- S-116A/D Proposed Site Specific Settlement Land, being the area shown as S-116A/D, at Hotspring Creek, on Territorial Resource Base Map 105 M/4, dated July 21, 1997, out of which shall be selected a Parcel of Category A - Developed Settlement Land, to be known as S-116A1/D,
- including:
- the land described in Reservation No. 105M04-0000-00002, comprising Lot 1000, Quad 105 M/4, Plan 71462 CLSR, 88-132 LTO,
- having an area of approximately 50 hectares.
- S-117B Proposed Site Specific Settlement Land, being the area shown as S-117B, at Big Kalzas Lake, on Territorial Resource Base Map 105 M/2, dated July 21, 1997, having as a northerly boundary the southerly shore of Big Kalzas Lake, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-117B1,
- having an area of approximately 19 hectares.
- S-118FS Category Fee Simple, being the Parcel shown as S-118FS on Territorial Resource Base Map 115 I/10, dated July 21, 1997, comprising Lot 32, Group 953, Plan 42328 CLSR, 21019 LTO,
- provided that:
- no later than the Effective Date of this Agreement, the owner registered in the Land Titles Office transfers all right, title and interest to Lot 32, Group 953, Plan 42328 CLSR, 21019 LTO to the Selkirk First Nation failing which this Parcel shall not become Selkirk First Nation Settlement Land by virtue of this Appendix,
- having an area of 3.47 hectares, more or less.

- S-119FS Category Fee Simple, being the Parcel shown as S-119FS on Territorial Resource Base Map 115 I/10, dated July 21, 1997,
- including:
- Lot 1000, Quad 115 I/10, Plan 74910 CLSR, 93-25 LTO;
 - that portion of the Dawson Road shown on Plan 10669 CLSR lying within Parcel S-119FS;
 - the land between Lot 1000, Quad 115 I/10, Plan 74910 CLSR, 93-25 LTO and the bank of the Yukon River shown cross-hatched on Territorial Resource Base Map 115 I/10;
- provided that:
- no later than the Effective Date of this Agreement, the owner registered in the Land Titles Office transfers all right, title and interest to Lot 1000, Quad 115 I/10, Plan 74910 CLSR, 93-25 LTO to the Selkirk First Nation failing which this Parcel shall not become Selkirk First Nation Settlement Land by virtue of this Appendix,
- subject to the following Special Condition:
- if Parcel S-119FS becomes Selkirk First Nation Settlement Land, the Yukon shall close those portions of the right-of-way for the Dawson Road shown on Plan 10669 CLSR lying within Parcel S-119FS,
- having an area of approximately 8.28 hectares.
- S-120B/D Proposed Site Specific Settlement Land, being the area shown as S-120B/D, at the confluence of an unnamed creek and the Yukon River, on Territorial Resource Base Map 115 I/11, dated July 21, 1997, having as a southerly boundary the northerly bank of the unnamed creek and as an easterly boundary the westerly bank of the Yukon River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp is located, to be known as S-120B1/D,
- having an area of approximately 1 hectare.
- S-121B Category B, being the Parcel shown as S-121B, comprising an unnamed island in Tatlain Lake, on Territorial Resource Base Map 115 I/9, dated July 21, 1997,
- having an area of approximately 0.9 hectare.
- S-122B Category B, being the Parcel shown as S-122B, comprising an unnamed island in Island Lake, on Territorial Resource Base Map 115 I/10, dated July 21, 1997,

subject to the following Special Condition:

- this Parcel shall be subject to the provisions of Schedule C - Lhutsaw Wetland Habitat Protection Area, to Chapter 10 of this Agreement,

having an area of approximately 2.1 hectares.

S-123FS Category Fee Simple, being the Parcel shown as S-123FS on Inset Sketch 2 on Territorial Resource Base Map 115 I/10, dated July 21, 1997, comprising Lots 9 and 10, Block B, Group 953, Plan 41572 CLSR, 19942 LTO,

provided that:

- no later than the Effective Date of this Agreement, the owner registered in the Land Titles Office transfers all right, title and interest to Lots 9 and 10, Block B, Group 953, Plan 41572 CLSR, 19942 LTO to the Selkirk First Nation failing which this Parcel shall not become Selkirk First Nation Settlement Land by virtue of this Appendix,

having an area of 0.09 hectare, more or less.

S-125FS Category Fee Simple, being the Parcel shown as S-125FS on Territorial Resource Base Map 115 I/14, dated July 21, 1997, comprising Lot 5, Group 4, Plan 8890 CLSR, 8890 LTO,

having an area of 4.04 hectares, more or less.

S-126B/D Proposed Site Specific Settlement Land, being the area shown as S-126B/D, at the Yukon River, on Territorial Resource Base Map 115 I/14, dated July 21, 1997, having as a westerly boundary the easterly bank of the Yukon River, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a camp site is located, to be known as S-126B1/D,

having an area of approximately 1 hectare.

S-127B Category B, being the Parcel shown as S-127B on Inset Sketch 1 on Territorial Resource Base Map 115 I/10, dated July 21, 1997, having as a northerly boundary the southerly boundary of the land shown on Sketch 1 on Inset Sketch 1 on Territorial Resource Base Map 115 I/10, as an easterly boundary the westerly boundary of the land shown on Sketch 3 on Inset Sketch 1 on Territorial Resource Base Map 115 I/10, as a southerly boundary, in part, the northerly boundary of a 30 metre right-of-way for the road known as the Minto Landing Access Road and shown approximately by a double solid line designated as Minto Landing Access Road on Inset Sketch 1 on Territorial Resource Base Map 115 I/10 and as a westerly boundary the easterly bank of the Yukon River,

including, as Developed Settlement Land:

- the land designated as S-127B/D-1 on Inset Sketch 1 on Territorial Resource Base Map 115 I/10;

including:

- a portion of Lot 13, Group 953, FB 7148, Plan 54257 CLSR, 7148 LTO;

not including:

- the land shown on Sketch 3 on Inset Sketch 1 on Territorial Resource Base Map 115 I/10, having an area of 2 hectares;
- a portion of Lot 14, Group 953, FB 7333, Plan 54173 CLSR, designated as S-133FS on Inset Sketch 1 on Territorial Resource Base Map 115 I/10;

subject to:

- a 10 metre right-of-way for the existing access road shown approximately by a dotted line designated as River Road on Inset Sketch 1 on Territorial Resource Base Map 115 I/10;
- any reservation established by Government prior to the Effective Date of this Agreement in respect of the existing barge landing site shown on Sketch 4 on Inset Sketch 1 on Territorial Resource Base Map 115 I/10 (the "Existing Site");

subject to the following Special Conditions:

- a right of Government to maintain, upgrade and regulate the use of the Existing Site in accordance with Laws which apply to Crown Land;
- if the Selkirk First Nation constructs within Parcel R-43B:
 - (a) an alternate barge landing site for Government, public, commercial and non-commercial barging access to, from and across the Yukon River, including landing, marshalling and staging areas comparable to the Existing Site (the "Alternate Site"); and
 - (b) an access road from the Major Highway known as the Klondike Highway to the Alternate Site comparable to the Minto Landing Access Road (the "Alternate Road"),each in accordance with designs, locations and specifications agreed upon in advance by Government and the Selkirk First Nation, then Government shall, upon being satisfied that the Alternate Site and the Alternate Road have adequately provided for Government, public, commercial and non-commercial barging access to, from and across the Yukon River, cancel the reservation in respect of the Existing Site;
- there shall be no fee or charge payable to the Selkirk First Nation, in excess of fees charged by Government for comparable uses of comparable facilities, for Government, public, commercial, or non-commercial access to or use of the Alternate Site or the Alternate Road, except in accordance with any fee schedule agreed upon by Government and the Selkirk First Nation from time to time;
- the Yukon shall close those portions of the right-of-way for the Dawson Road shown on Plan 10669 CLSR lying within Parcel S-127B;

- Airport Zoning Controls shall apply,
having an area of approximately 11.10 hectares.

S-128B Category B, being the Parcel shown as S-128B on Inset Sketch 1 on Territorial Resource Base Map 115 I/10, dated July 21, 1997, having as a southerly boundary the northerly boundary of a 30 metre right-of-way for the road known as the Minto Landing Access Road and shown approximately by a double solid line designated as Minto Landing Access Road on Inset Sketch 1 on Territorial Resource Base Map 115 I/10, as a northerly boundary the southerly boundary of the land shown on Sketch 1 on Inset Sketch 1 on Territorial Resource Base Map 115 I/10 and as a westerly boundary the easterly boundary of the land shown on Sketch 3 on Inset Sketch 1 on Territorial Resource Base Map 115 I/10,

not including:

- the land shown on Sketch 3 on Inset Sketch 1 on Territorial Resource Base Map 115 I/10, having an area of 2 hectares;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 1.5 hectares.

S-129B Category B, being the Parcel shown as S-129B on Inset Sketch 1 on Territorial Resource Base Map 115 I/10, dated July 21, 1997, having as a southerly boundary the northerly boundary of a 30 metre right-of-way for the road known as the Minto Landing Access Road and shown approximately by a double solid line designated as Minto Landing Access Road on Inset Sketch 1 on Territorial Resource Base Map 115 I/10, as a westerly boundary in part, the easterly boundary of a 30 metre right-of-way for the existing access road shown approximately by a double solid line designated as Access Road on Inset Sketch 1 on Territorial Resource Base Map 115 I/10 and as a northeasterly boundary the southwesterly boundary of the right-of-way for the Major Highway known as the Klondike Highway;

not including:

- the land shown on Sketch 1 on Inset Sketch 1 on Territorial Resource Base Map 115 I/10;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 15.3 hectares.

S-130B/D Category B - Developed, being the Parcel shown as S-130B/D on Territorial Resource Base Map 115 I/14, dated July 21, 1997, on which gravesites are located,

including:

- a portion of Lot 1 and a portion of Lot 2, Block AA, Plan 8392 CLSR, 8392 LTO;
- a portion of Lot 10, Block Z, Plan 8392 CLSR, 8392 LTO;
- a portion of the road shown as Road on Plan 8392 CLSR, 8392 LTO;

subject to the following Special Conditions:

- the management of this Parcel shall be consistent with the principles set out in 3.6 of Schedule A - Fort Selkirk Historic Site, to Chapter 13 of this Agreement;
- Airport Zoning Controls shall apply,

having an area of approximately 0.17 hectare.

S-132B Proposed Site Specific Settlement Land, being the area shown as S-132B, at the Macmillan River, on Territorial Resource Base Map 105 N/3, dated July 21, 1997, having as a northerly boundary the southerly bank of the Macmillan River, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-132B1,

subject to:

- Lease No. 105N03-0000-00004,

having an area of approximately 59 hectares.

S-133FS Category Fee Simple, being the Parcel shown as S-133FS on Inset Sketch 1 on Territorial Resource Base Map 115 I/10, dated July 21, 1997, having as a southerly boundary the northerly boundary of the 30 metre right-of-way for the road known as the Minto Landing Access Road and shown approximately by a double solid line designated as Minto Landing Access Road on Inset Sketch 1 on Territorial Resource Base Map 115 I/10 comprising a portion of Lot 14, Group 953, FB 7333, Plan 54173 CLSR, 7333 LTO,

subject to:

- any reservation established by Government prior to the Effective Date of this Agreement in respect of the existing barge landing site shown on Sketch 4 on Territorial Resource Base Map 115 I/10 (the "Existing Site");

subject to the following Special Conditions:

- a right of Government to maintain, upgrade and regulate the use of the Existing Site in accordance with Laws which apply to Crown Land;
- if the Selkirk First Nation constructs within Parcel R-43B:
 - (a) an alternate barge landing site for Government, public, commercial and non-commercial barging access to, from and across the Yukon River, including landing, marshalling and staging areas comparable to the Existing Site (the "Alternate Site"); and

- (b) an access road from the Major Highway known as the Klondike Highway to the Alternate Site comparable to the Minto Landing Access Road (the "Alternate Road"),
- each in accordance with designs, locations and specifications agreed upon in advance by Government and the Selkirk First Nation, then Government shall, upon being satisfied that the Alternate Site and the Alternate Road have adequately provided for Government, public, commercial and non-commercial barging access to, from and across the Yukon River, cancel the reservation in respect of the Existing Site;
- there shall be no fee or charge payable to the Selkirk First Nation, in excess of fees charged by Government for comparable uses of comparable facilities, for Government, public, commercial, or non-commercial access to or use of the Alternate Site or the Alternate Road, except in accordance with any fee schedule agreed upon by Government and the Selkirk First Nation from time to time;
- Airport Zoning Controls shall apply,

having an area of approximately 3.0 hectares.

S-134FS Category Fee Simple, being the Parcel shown as S-134FS on Inset Sketch 1 on Territorial Resource Base Map 115 I/10, dated July 21, 1997, having as a northerly boundary the southerly boundary of the 30 metre right-of-way for the road known as the Minto Landing Access Road and shown approximately by a double solid line designated as Minto Landing Access Road on Inset Sketch 1 on Territorial Resource Base Map 115 I/10 comprising a portion of Lot 14, Group 953, FB 7333, Plan 54173 CLSR;

not including:

- the land described in P.C. 1985 - 323 comprising Lot 74, Group 953, Plan 57170 CLSR, 35251 LTO;

subject to:

- any reservation established by Government prior to the Effective Date of this Agreement in respect of the existing barge landing site shown on Sketch 4 on Territorial Resource Base Map 115 I/10, (the "Existing Site");

subject to the following Special Conditions:

- a right of Government to maintain, upgrade and regulate the use of the Existing Site in accordance with Laws which apply to Crown Land;
- if the Selkirk First Nation constructs within Parcel R-43B:
 - (a) an alternate barge landing site for Government, public, commercial and non-commercial barging access to, from and across the Yukon River, including landing, marshalling and staging areas comparable to the Existing Site (the "Alternate Site"); and
 - (b) an access road from the Major Highway known as the Klondike Highway to the Alternate Site comparable to the Minto Landing Access Road (the "Alternate Road"),

- each in accordance with designs, locations and specifications agreed upon in advance by Government and the Selkirk First Nation, then Government shall, upon being satisfied that the Alternate Site and the Alternate Road have adequately provided for Government, public, commercial and non-commercial barging access to, from and across the Yukon River, cancel the reservation in respect of the Existing Site;
- there shall be no fee or charge payable to the Selkirk First Nation, in excess of fees charged by Government for comparable uses of comparable facilities, for Government, public, commercial, or non-commercial access to or use of the Alternate Site or the Alternate Road, except in accordance with any fee schedule agreed upon by Government and the Selkirk First Nation from time to time;
- Airport Zoning Controls shall apply,

having an area of approximately 0.6 hectare.

C-1B

Category B, being the Parcel shown as C-1B on the Reference Plan of Pelly Crossing and on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as northerly and easterly boundaries the southerly and westerly banks, respectively, of the Pelly River and as a southerly boundary the northerly boundary of a 60 metre right-of-way for the road known as the Old Wood Road and shown approximately by a double dashed line designated as Old Wood Road on the Reference Plan of Pelly Crossing and on Territorial Resource Base Map 115 I/15,

including, as Developed Settlement Land:

- the land described in Reservation No. 115I15-0000-00014 comprising a portion of Lot 68, Group 953, Plan 51702 CLSR, 26331 LTO;
- the land described in Reservation No. 115I15-0000-00015 comprising Lot 69, Group 953, Plan 51702 CLSR, 26331 LTO;
- the land described in Reservation No. 115I15-0000-00012 comprising Lot 1003, Quad 115 I/15, Plan 68961 CLSR, 70134 LTO;
- the land described in Reservation No. 115I15-0000-00036;
- the land described in P. C. 1992-110;
- the land described in Reservation No. 115I15-0000-00005 comprising Lot 1004, Quad 115 I/15, Plan 68961 CLSR, 70134 LTO;
- Lot 11, Group 953, Plan 51540 CLSR, 26089 LTO, all designated as C-1B/D-1 on the Reference Plan of Pelly Crossing;
- the land designated as C-1B/D-2 on the Reference Plan of Pelly Crossing;

not including:

- the land described in Reservation No. 115I15-0000-00003 comprising Lot 71 Remainder, Plan 53659 CLSR, 29757 LTO;
- the land described in Reservation No. 115I15-0000-00022 comprising Lot 1000, Quad 115 I/15, Plan 67912 CLSR, 64544 LTO;
- Lots 34 and 35, Group 953, Plan 42327 CLSR, 21018 LTO;
- the land between Lots 34 and 35, Group 953, Plan 42327 CLSR, 21018 LTO and the bank of the Pelly River shown cross-hatched on the Reference Plan of Pelly Crossing;

subject to:

- a 15 metre right-of-way for the existing access road shown approximately by a dashed line designated as Access Road on the Reference Plan of Pelly Crossing lying within Parcel C-1B;
- Lease No. 115115-0000-00026;
- an easement or licence to be issued by Government to the Yukon Electrical Company Limited prior to the Effective Date of this Agreement in respect of existing electrical power transmission lines, in a form to be approved by the Selkirk First Nation, which approval will not be unreasonably withheld;

subject to the following Special Condition:

- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41949 CLSR lying within Parcel C-1B,

having an area of approximately 51 hectares.

C-3FS/D Category Fee Simple - Developed, being the Parcel shown as C-3FS/D on the Reference Plan of Pelly Crossing, dated July 21, 1997,

including:

- the land described in Reservation No. 115115-0000-00033 comprising Lot 28, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO;
- the land described in Reservation No. 115115-0000-00034 comprising Lot 29, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO;

subject to:

- an easement or licence to be issued by Government to the Yukon Electrical Company Limited prior to the Effective Date of this Agreement in respect of existing electrical power transmission lines, in a form to be approved by the Selkirk First Nation, which approval will not be unreasonably withheld,

having an area of 0.40 hectare, more or less.

C-4FS/D Category Fee Simple - Developed, being the Parcel shown as C-4FS/D on the Reference Plan of Pelly Crossing, dated July 21, 1997, comprising the land described in Reservation No. 115115-0000-00035 being Lot 31, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO,

subject to:

- an easement or licence to be issued by Government to the Yukon Electrical Company Limited prior to the Effective Date of this Agreement in respect of existing electrical power transmission lines, in a form to be approved by the Selkirk First Nation, which approval will not be unreasonably withheld,

having an area of 0.24 hectare, more or less.

C-5B Category B, being the Parcel shown as C-5B on the Reference Plan of Pelly Crossing, dated July 21, 1997, having as a northerly boundary the southerly bank of the Pelly River and as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway,

including:

- the land described in Reservation No. 115I15-0000-00013 comprising Lot 36, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO;
- the land described in Reservation No. 115I15-0000-00028;

subject to:

- Reservation No. 115I15-0000-00006;
- any reservation issued by Government prior to the Effective Date of this Agreement in respect of the land shown on Sketch 1 on the Reference Plan of Pelly Crossing comprising, in part, that portion of this Parcel designated as C-5B/ND-1;
- an easement or licence to be issued by Government to the Yukon Electrical Company Limited prior to the Effective Date of this Agreement in respect of existing electrical power transmission lines, in a form to be approved by the Selkirk First Nation, which approval will not be unreasonably withheld;

subject to the following Special Condition:

- the Selkirk First Nation may erect temporary structures on that portion of this Parcel designated as C-5B/ND-1 on the Reference Plan of Pelly Crossing, provided that, upon request by Government, the Selkirk First Nation shall remove any such structures and there shall be no compensation payable by Government in respect thereof,

having an area of approximately 3.20 hectares.

C-6B Category B, being the Parcel shown as C-6B on the Reference Plan of Pelly Crossing, and on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as northerly and westerly boundaries the southerly and easterly banks, respectively, of the Pelly River and as an easterly boundary, in part, the westerly boundary of the right-of-way for the Major Highway known as the Klondike Highway,

including:

- the land described in Reservation No. 115I15-0000-00037;
- the land described in Reservation No. 115I15-0000-00032;
- a portion of Lot 70, Group 953, Plan 53384 CLSR, 28933 LTO;
- the southerly half of Lot 4 and all of Lots 2, 5, 6, 7 and 10 and Road, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO;
- the land designated as Road on the Reference Plan of Pelly Crossing lying within Parcel C-6B;

not including:

- Lots 1, 8 and 9, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO;
- any reservation issued by Government prior to the Effective Date of this Agreement for the land at the Pelly River shown on Sketch 1 on the Reference Plan of Pelly Crossing;
- the land described in Reservation No. 115I15-0000-00001;
- the land shown on Sketch 2 on the Reference Plan of Pelly Crossing;
- Lot 3 and the northerly half of Lot 4, Pelly Crossing, Y.T, Plan 51540 CLSR, 26089 LTO, designated as C-15FS/D on the Reference Plan of Pelly Crossing;

subject to:

- an easement or licence to be issued by Government to the Yukon Electrical Company Limited prior to the Effective Date of this Agreement in respect of existing electrical power transmission lines, in a form to be approved by the Selkirk First Nation, which approval will not be unreasonably withheld;

subject to the following Special Condition:

- a Specified Access Right shall apply on a 30 metre right-of-way for the existing access road shown approximately by a double dashed line designated as Access Road on the Reference Plan of Pelly Crossing lying within Parcel C-6B,

having an area of approximately 169 hectares.

C-7B

Category B, being the Parcel shown as C-7B on the Reference Plan of Pelly Crossing and on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as a northerly boundary the southerly boundary of the 60 metre right-of-way for the road known as the Pelly Ranch Road and shown approximately by a double solid line designated as Pelly Ranch Road on the Reference Plan of Pelly Crossing and by a dashed line designated as Pelly Ranch Road on Territorial Resource Base Map 115 I/15 and as a southerly boundary the northerly bank of the Pelly River,

including, as Developed Settlement Land:

- Lots 1 through 5, Willow Creek Subdivision, Plan 73055 CLSR, 90-73 LTO, being a portion of the land described in Reservation No. 115I15-0000-00038, designated as C-7B/D-1 on the Reference Plan of Pelly Crossing;
- Lot 6, Willow Creek Subdivision, Plan 73055 CLSR, 90-73 LTO, being a portion of the land described in Reservation No. 115I15-0000-00038, designated as C-7B/D-2 on the Reference Plan of Pelly Crossing;
- Lots 7 through 11, Willow Creek Subdivision, Plan 73055 CLSR, 90-73 LTO, being a portion of the land described in Reservation No. 115I15-0000-00038, designated as C-7B/D-3 on the Reference Plan of Pelly Crossing;
- the land described in Reservation No. 115I15-0000-00031, designated as C-7B/D-4 on Territorial Resource Base Map 115 I/15;

including:

- a portion of the land described in Reservation No. 115I15-0000-00038;

subject to:

- an easement or licence to be issued by Government to the Yukon Electrical Company Limited prior to the Effective Date of this Agreement in respect of existing electrical power transmission lines, in a form to be approved by the Selkirk First Nation, which approval will not be unreasonably withheld,

having an area of approximately 333 hectares.

C-8B

Category B, being the Parcel shown as C-8B on the Reference Plan of Pelly Crossing, and on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as a southerly boundary the northerly boundary of the 60 metre right-of-way for the road known as the Pelly Ranch Road and shown approximately by a double solid line designated as Pelly Ranch Road on the Reference Plan of Pelly Crossing and by a dashed line designated as Pelly Ranch Road on Territorial Resource Base Map 115 I/15 and as westerly and northerly boundaries the easterly and southerly banks, respectively, of Willow Creek,

including, as Developed Settlement Land:

- Lots 12 through 15, Willow Creek Subdivision, Plan 73055 CLSR, 90-73 LTO, being a portion of the land described in Reservation No. 115I15-0000-00038, designated as C-8B/D-1 on the Reference Plan of Pelly Crossing;
- Lots 16 and 17, Willow Creek Subdivision, Plan 73055 CLSR, 90-73 LTO, being a portion of the land described in Reservation No. 115I15-0000-00038, designated as C-8B/D-2 on the Reference Plan of Pelly Crossing;

including:

- a portion of the land described in Reservation No. 115I15-0000-00038;

subject to:

- an easement or licence to be issued by Government to the Yukon Electrical Company Limited prior to the Effective Date of this Agreement in respect of existing electrical power transmission lines, in a form to be approved by the Selkirk First Nation, which approval will not be unreasonably withheld;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 403 hectares.

C-9B

Category B, being the Parcel shown as C-9B on the Reference Plan of Pelly Crossing and on Territorial Resource Base Maps 115 I/15 and 115 I/16, dated July 21, 1997, having as a southerly boundary the northerly bank of the Pelly River and as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Klondike Highway,

including, as Developed Settlement Land:

- Lots 1 through 7, Jon'Ra Subdivision, FN 78244 CLSR, being a portion of the land described in Reservation No. 115I15-0000-00039 and Lot 1002, Quad 115 I/15, Plan 71464 CLSR, 88-119 LTO, being the land described in Reservation No. 115I15-0000-00004, designated as C-9B/D-1 on the Reference Plan of Pelly Crossing;
- Lots 8 through 20, Jon'Ra Subdivision, FN 78244 CLSR, being a portion of the land described in Reservation No. 115I15-0000-00039, designated as C-9B/D-2 on the Reference Plan of Pelly Crossing;

including:

- the land described in Reservation No. 115I15-0000-00039;

not including:

- a 60 metre right-of-way for the road known as the Acorn Road and shown approximately by a dashed line designated as Acorn Road on Territorial Resource Base Map 115 I/15;
- the land shown on Sketch 2 on Territorial Resource Base Map 115 I/15;

subject to:

- an easement or licence to be issued by Government to the Yukon Electrical Company Limited prior to the Effective Date of this Agreement in respect of existing electrical power transmission lines, in a form to be approved by the Selkirk First Nation, which approval will not be unreasonably withheld;

subject to the following Special Conditions:

- Airport Zoning Controls shall apply;
- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41949 CLSR lying within Parcel C-9B,

having an area of approximately 491 hectares.

C-10B

Category B, being the Parcel shown as C-10B on the Reference Plan of Pelly Crossing and on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway and as northerly and easterly boundaries the southerly and westerly boundaries, respectively, of a 60 metre right-of-way for the road known as the Old Wood Road and shown approximately by a double dashed line designated as Old Wood Road on the Reference Plan of Pelly Crossing and by a dashed line designated as Old Wood Road on Territorial Resource Base Map 115 I/15,

having an area of approximately 75 hectares.

C-11FS Category Fee Simple, being the Parcel shown as C-11FS on the Reference Plan of Pelly Crossing, dated July 21, 1997,

including:

- a portion of Lot 41, Group 953, FB 71043, Plan 43359 CLSR, 22720 LTO;
- the land between Lot 41, Group 953, FB 71043, Plan 43359, CLSR, 22720 LTO and the bank of the Pelly River shown cross-hatched on the Reference Plan of Pelly Crossing;

provided that:

- no later than the Effective Date of this Agreement, the owner registered in the Land Titles Office transfers all right, title and interest to a portion of Lot 41, Group 953, FB 71043, Plan 43359 CLSR, 22720 LTO to the Selkirk First Nation failing which this Parcel shall not become Selkirk First Nation Settlement Land by virtue of this Appendix,

having an area of approximately 2.3 hectares.

C-12FS Category Fee Simple, being the Parcel shown as C-12FS on the Reference Plan of Pelly Crossing, dated July 21, 1997,

including:

- Lot 42, Group 953, FB 71043, Plan 43359 CLSR, 22720 LTO;
- the land between Lot 42, Group 953, FB 71043, Plan 43359 CLSR, 22720 LTO and the bank of the Pelly River shown cross-hatched on the Reference Plan of Pelly Crossing;

provided that:

- no later than the Effective Date of this Agreement, the owner registered in the Land Titles Office transfers all right, title and interest to Lot 42, Group 953, FB 71043, Plan 43359 CLSR, 22720 LTO to the Selkirk First Nation failing which this Parcel shall not become Selkirk First Nation Settlement Land by virtue of this Appendix,

having an area of approximately 2.7 hectares.

C-13FS/D Category Fee Simple - Developed, being the Parcel shown as C-13FS/D on the Reference Plan of Pelly Crossing, dated July 21, 1997, comprising Lot 27, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO,

provided that:

- no later than the Effective Date of this Agreement, the owner registered in the Land Titles Office transfers all right, title and interest to Lot 27, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO to the Selkirk First Nation failing which this Parcel shall not become Selkirk First Nation Settlement Land by virtue of this Appendix,

having an area of 0.20 hectare, more or less.

C-14FS Category Fee Simple, being the Parcel shown as C-14FS on the Reference Plan of Pelly Crossing, dated July 21, 1997, comprising Lots 34 and 35, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO,

provided that:

- no later than the Effective Date of this Agreement, the owner registered in the Land Titles Office transfers all right, title and interest to Lots 34 and 35, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO to the Selkirk First Nation failing which this Parcel shall not become Selkirk First Nation Settlement Land by virtue of this Appendix,

having an area of 0.81 hectare, more or less.

C-15FS/D Category Fee Simple - Developed, being the Parcel shown as C-15FS/D on the Reference Plan of Pelly Crossing, dated July 21, 1997, comprising Lot 3 and a portion of Lot 4, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO,

provided that:

- no later than the Effective Date of this Agreement, the owner registered in the Land Titles Office transfers all right, title and interest to Lot 3 and the northerly half of Lot 4, Pelly Crossing, Y.T., Plan 51540 CLSR, 26089 LTO to the Selkirk First Nation failing which this Parcel shall not become Selkirk First Nation Settlement Land by virtue of this Appendix,

having an area of 0.91 hectare, more or less.

C-16B Category B, being the Parcel shown as C-16B on Territorial Resource Base Map 115 I/15, dated July 21, 1997, having as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway and as an easterly boundary the westerly boundary of a 60 metre right-of-way for the road known as the Acorn Road and shown approximately by a dashed line designated as Acorn Road on Territorial Resource Base Map 115 I/15,

not including:

- the land shown on Sketch 2 on Territorial Resource Base Map 115 I/15;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 45 hectares.

C-17B Category B, being the Parcel shown as C-17B on the Reference Plan of Pelly Crossing, dated July 21, 1997, having as a westerly boundary, in part, the easterly boundaries of Lots 31, 34, 35 and 36, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO, as a northerly boundary the southerly bank of the Pelly River and as an easterly boundary the westerly boundary of a 20 metre right-of-way for the road known as the Old Klondike Highway and shown approximately by a dashed line designated as the Old Klondike Highway on the Reference Plan of Pelly Crossing,

subject to:

- an easement or licence to be issued by Government to the Yukon Electrical Company Limited prior to the Effective Date of this Agreement in respect of existing electrical power transmission lines, in a form to be approved by the Selkirk First Nation, which approval will not be unreasonably withheld;

subject to the following Special Condition:

- the Yukon shall close those portions of the right-of-way for the Old Klondike Highway shown on Plan 41949 CLSR lying within Parcel C-17B,

having an area of approximately 0.30 hectare.

C-18FS/D Category Fee Simple - Developed, being the Parcel shown as C-13FS/D on the Reference Plan of Pelly Crossing, dated July 21, 1997, comprising Lot 32, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO,

provided that:

- no later than the Effective Date of this Agreement, the owner registered in the Land Titles Office transfers all right, title and interest to Lot 32, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO to the Selkirk First Nation failing which this Parcel shall not become Selkirk First Nation Settlement Land by virtue of this Appendix,

having an area of 0.27 hectare, more or less.

C-19FS/D Category Fee Simple - Developed, being the Parcel shown as C-13FS/D on the Reference Plan of Pelly Crossing, dated July 21, 1997, comprising Lot 33, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO,

provided that:

- no later than the Effective Date of this Agreement, the owner registered in the Land Titles Office transfers all right, title and interest to Lot 33, Pelly Crossing, Y. T., Plan 51540 CLSR, 26089 LTO to the Selkirk First Nation failing which this Parcel shall not become Selkirk First Nation Settlement Land by virtue of this Appendix,

having an area of 0.46 hectare, more or less.

LISTING OF MAPS
LOCATED IN APPENDIX B - MAPS
WHICH FORMS A SEPARATE VOLUME OF THIS AGREEMENT

Sheet	Map	Content
1	105 K	Rural and Site Specific Summary
2	105 L	Rural and Site Specific Summary
3	105 M	Rural and Site Specific Summary
4	105 N	Rural and Site Specific Summary
5	115 I	Rural and Site Specific Summary
6	115 J&K(E½)	Rural and Site Specific Summary
7	115 O&N(E½)	Rural and Site Specific Summary
8	115 P	Rural and Site Specific Summary
9	105 K/13	Settlement Land of Selkirk First Nation
10	105 L/9	Settlement Land of Selkirk First Nation
11	105 L/10	Settlement Land of Selkirk First Nation
12	105 L/11	Settlement Land of Selkirk First Nation
13	105 L/12	Settlement Land of Selkirk First Nation and Granite Canyon Hydro Project
14	105 L/13	Settlement Land of Selkirk First Nation
15	105 L/14	Settlement Land of Selkirk First Nation
16	105 L/15	Settlement Land of Selkirk First Nation
17	105 L/16	Settlement Land of Selkirk First Nation
18	105 M/1	Settlement Land of Selkirk First Nation
19	105 M/2	Settlement Land of Selkirk First Nation
20	105 M/4	Settlement Land of Selkirk First Nation
21	105 M/7	Settlement Land of Selkirk First Nation
22	105 N/1	Settlement Land of Selkirk First Nation
23	105 N/3	Settlement Land of Selkirk First Nation
24	115 I/5	Settlement Land of Selkirk First Nation
25	115 I/6	Settlement Land of Selkirk First Nation
26	115 I/9	Settlement Land of Selkirk First Nation
27	115 I/10	Settlement Land of Selkirk First Nation
		28 115 I/11 Settlement Land of Selkirk First Nation
29	115 I/13	Settlement Land of Selkirk First Nation
30	115 I/14	Settlement Land of Selkirk First Nation

31	115 I/15	Settlement Land of Selkirk First Nation, and Inset Sketch of Community Boundary of Pelly Crossing
32	115 I/16	Settlement Land of Selkirk First Nation, and Granite Canyon Hydro Project
33	115 J/8	Settlement Land of Selkirk First Nation
34	115 J/9	Settlement Land of Selkirk First Nation
35	115 J/10	Settlement Land of Selkirk First Nation
36	115 J/14	Settlement Land of Selkirk First Nation
37	115 J/16	Settlement Land of Selkirk First Nation
38	115 O/1	Settlement Land of Selkirk First Nation
39	115 P/1	Settlement Land of Selkirk First Nation
40	115 P/2	Settlement Land of Selkirk First Nation
41	115 P/3	Settlement Land of Selkirk First Nation
42	115 P/4	Settlement Land of Selkirk First Nation
43	115 P/8	Settlement Land of Selkirk First Nation
44	Reference Plan of Pelly Crossing	Settlement Land of Selkirk First Nation
45	105 L	Ddhaw Ghro Habitat Protection Area, (DGHPA)
46	105 M	Ddhaw Ghro Habitat Protection Area, (DGHPA)
47	115 P	Ddhaw Ghro Habitat Protection Area, (DGHPA)
48	105 L/13	Ddhaw Ghro Habitat Protection Area, (DGHPA)
49	105 L/14	Ddhaw Ghro Habitat Protection Area, (DGHPA)
50	105 M/3	Ddhaw Ghro Habitat Protection Area, (DGHPA)
51	105 M/4	Ddhaw Ghro Habitat Protection Area, (DGHPA)
52	105 M/5	Ddhaw Ghro Habitat Protection Area, (DGHPA)
53	105 M/6	Ddhaw Ghro Habitat Protection Area, (DGHPA)
54	115 P/1	Ddhaw Ghro Habitat Protection Area, (DGHPA)
55	115 P/2	Ddhaw Ghro Habitat Protection Area, (DGHPA)
56	115 P/7	Ddhaw Ghro Habitat Protection Area, (DGHPA)
57	115 P/8	Ddhaw Ghro Habitat Protection Area, (DGHPA)58115 I Fort Selkirk Historic Site, (FSHA)
59	115 I/14	Fort Selkirk Historic Site, (FSHA)
60	115 I	Lhutsaw Wetland Habitat Protection Area, (LWHPA)
61	115 I/10	Lhutsaw Wetland Habitat Protection Area, (LWHPA)
62	115 I/15	Lhutsaw Wetland Habitat Protection Area, (LWHPA)
63	105 L	Ta'tla Mun Special Management Area, (TMSMA)
64	115 I	Ta'tla Mun Special Management Area, (TMSMA)
65	105 L/12	Ta'tla Mun Special Management Area, (TMSMA)

- | | | |
|----|------------------------|--|
| 66 | 115 I/9 | Ta'tla Mun Special Management Area, (TMSMA) |
| 67 | 105 N.W.
& 105 N.E. | Selkirk First Nation Traditional Territory,(SFNTT) |
| 68 | 115 N.W.
& 115 N.E. | Selkirk First Nation Traditional Territory,(SFNTT) |