

SELKIRK FIRST NATION

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Development of a list of SFN Citizens
RESPONSIBLE PARTY: SFN
PARTICIPANT / LIAISON: None identified
REFERENCED CLAUSES: 21.5 The Selkirk First Nation shall forward to Government a list of Citizens and any alterations to that list forthwith after they occur.
CROSS REFERENCES: 10.1.1

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Develop system to record Citizens.	After federal Order in Council giving effect to SFNSGA
SFN	Prepare and provide initial list to Canada and Yukon.	As soon as possible following Effective Date
SFN	Provide revised list to Canada and Yukon as alterations occur.	As necessary

PLANNING ASSUMPTIONS

1. An advance of federal one-time funding for the development of a system to record Citizens may be provided by means of a contribution agreement with the SFN after the federal Order in Council giving effect to the SFNSGA, and will be referenced in the SFNFTA.

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PROJECT: Preparation, maintenance and publishing of SFN accounts
RESPONSIBLE PARTY: SFN
PARTICIPANT / LIAISON: None identified
REFERENCED CLAUSES: 22.1 The Selkirk First Nation shall prepare, maintain and publish its accounts in a manner consistent with the standards generally accepted for governments in Canada.
CROSS REFERENCES: 10.1.3

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Prepare, maintain and publish accounts in a manner consistent with the standards generally accepted for governments in Canada.	As required

PLANNING ASSUMPTIONS

1. Professional advice may be required concerning the accounting standards generally accepted for governments in Canada and concerning consistency with SFN financial administration legislation.

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PROJECT: Resolution of dispute over the terms of the SFNFTA

RESPONSIBLE PARTY: SFN, Canada

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 24.1 If the Selkirk First Nation and Canada do not agree to the terms of a self-government financial transfer agreement provided for in 16.0, either party may refer the matter to mediation under 26.4.0 of the Final Agreement.

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

CROSS REFERENCES: 16.0 (all), 24.5; SFNFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN or Canada	At discretion of either party, refer dispute over the terms of the SFNFTA to mediation process, under SFNFA 26.4.0.	As necessary
SFN, Canada	Prepare for mediation.	As necessary
SFN, Canada	Participate in mediation process.	As necessary
SFN, Canada	If mediation does not resolve dispute and parties agree, refer dispute to arbitration under SFNFA 26.7.0.	As necessary
SFN, Canada	Prepare for arbitration.	As necessary
SFN, Canada	Participate in arbitration process.	As necessary

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PROJECT: Resolution of dispute in program or service transfer negotiations, or over contributions of the Yukon

RESPONSIBLE PARTY: SFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 24.2 If the Selkirk First Nation, Canada, or the Yukon do not agree:

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

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

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

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

CROSS REFERENCES: 17.0 (all), 18.0 (all); SFNFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN and/or Canada and/or Yukon	At discretion of any party, refer dispute regarding program or service transfer negotiation or contributions of the Yukon to mediation process under SFNFA 26.4.0.	As necessary
The parties to the dispute	Prepare for mediation.	As necessary
The parties to the dispute	Participate in mediation processes.	As necessary
The parties to the dispute	If mediation does not resolve dispute and parties agree, refer dispute to arbitration under SFNFA 26.7.0.	As necessary
The parties to the dispute	Prepare for arbitration.	As necessary
The parties to the dispute	Participate in arbitration process.	As necessary

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PROJECT: Resolution of dispute not covered by SFNSGA 24.1 or 24.2

RESPONSIBLE PARTY: SFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

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

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

CROSS REFERENCES: 24.1, 24.2; SFNFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
Parties	If Parties agree, refer dispute to mediation process under SFNFA 26.4.0.	As necessary
Parties	Prepare for mediation.	As necessary
Parties	Participate in mediation process.	As necessary
Parties	If mediation does not resolve dispute and Parties agree, refer dispute to arbitration under SFNFA 26.7.0.	As necessary
Parties	Prepare for arbitration.	As necessary
Parties	Participate in arbitration process.	As necessary

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

- PROJECT:** Dispute resolution with respect to compatible land use
- RESPONSIBLE PARTY:** SFN, Yukon
- PARTICIPANT / LIAISON:** Municipality (if applicable)
- REFERENCED CLAUSES:**
- 25.1 In respect of the Settlement Land described in Appendix A and adjacent Non-Settlement Land:
 - 25.1.1 The Selkirk First Nation, and the Yukon or a municipality within the Traditional Territory, may establish a joint planning structure:
 - 25.1.1.1 to develop or recommend amendments to a territorial, municipal or the Selkirk First Nation community or area development land use plan; or,
 - 25.1.1.2 to carry out other activities to promote compatible land use;
 - 25.1.2 where a proposed land use of Non-Settlement Land may have significant impact on the use of adjacent Settlement Land, the Yukon or the affected municipality, as the case may be, shall Consult with the Selkirk First Nation for the purpose of resolving an actual or potential incompatibility in land use of the Non-Settlement Land and adjacent Settlement Land;
 - 25.1.3 where a proposed land use of Settlement Land may have a significant impact on the use of adjacent Non-Settlement Land, the Selkirk First Nation shall Consult with the Yukon or the affected municipality, as the case may be, for the purpose of resolving an actual or potential incompatibility in land use of the Settlement Land and adjacent Non-Settlement Land;
 - 25.1.4 in matters not subject to the development assessment process referred to in Chapter 12 of the Final Agreement, unless otherwise agreed by the Selkirk First Nation, and either the Yukon or the affected municipality, as the case may be:
 - 25.1.4.1 a proposed land use of Non-Settlement Land shall not have a significant adverse impact on the peaceful use and enjoyment of adjacent Settlement Land; and
 - 25.1.4.2 a proposed land use of Settlement Land shall not have a significant adverse impact on the peaceful use and enjoyment of adjacent Non-Settlement Land.

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- 25.2 Where Consultation pursuant to 25.1.2 or 25.1.3 does not resolve an actual or potential incompatibility in land use, the Selkirk First Nation, the Yukon or the affected municipality, may refer the matter to dispute resolution pursuant to 26.4.0 of the Final Agreement.
 - 25.2.1 The parties to a dispute referred to dispute resolution pursuant to 25.2 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement.
 - 25.2.2 An arbitrator appointed to hear a dispute pursuant to 25.2 shall have the authority as set out in 26.7.3 of the Final Agreement and the authority to make recommendations to a party to the dispute to:
 - 25.2.2.1 change or vary an existing or proposed land use;
 - 25.2.2.2 modify a land use plan or area development regulation; and
 - 25.2.2.3 prepare a new zoning by-law or amend an existing zoning by-law.
 - 25.2.3 In making a recommendation in respect of a dispute referred to in 25.2, the arbitrator shall not give any more weight to the fact that a territorial, municipal or the Selkirk First Nation community or area development land use plan, which one party has not had an opportunity to participate in developing, is completed than to any other factor to be taken into consideration.

CROSS REFERENCES: SFNFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN, Yukon and/or municipality as appropriate	If parties agree, establish a joint planning structure.	As necessary
SFN, Yukon or municipality as appropriate	Notify other party where a proposed land use may have a significant impact on adjacent use. Provide details.	As necessary
SFN, Yukon or municipality as appropriate	Prepare and present views.	Within a reasonable time period as indicated by proposing party

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SFN, Yukon or municipality as appropriate	Provide full and fair consideration of views.	After views presented
SFN, Yukon or municipality as appropriate	In matters not subject to development assessment process referred to in SFNFA Chapter 12, and if agreed by the parties, revise proposed land use.	Following agreement
SFN, Yukon or municipality as appropriate	If Consultation does not resolve actual or potential incompatibility in land use, at discretion refer dispute to dispute resolution pursuant to SFNFA 26.4.0.	As necessary
SFN, Yukon or municipality as appropriate	Prepare and participate in mediation.	As necessary
SFN, Yukon or municipality as appropriate	If dispute not resolved by mediation and if the parties agree, prepare and participate in arbitration.	As necessary
SFN, Yukon or municipality as appropriate	If an order is made by an arbitrator pursuant to SFNFA 26.7.3, implement the terms of the order.	As required
SFN, Yukon or municipality as appropriate	If recommendations are made by an arbitrator pursuant to SFNFA 25.2.2, consider recommendations.	As necessary

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Agreements to provide for municipal or local government services, joint planning, zoning or other land use control

RESPONSIBLE PARTY: SFN, other YFN, Government or municipality

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 26.1 The Selkirk First Nation may enter into agreements with another Yukon First Nation, a municipality, or Government, to provide for such matters as municipal or local government services, joint planning, zoning or other land use control.

CROSS REFERENCES: 26.2 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN, other YFN, Government or municipality	At discretion, identify need for agreement(s) to provide for such matters as municipal or local government services, joint planning, zoning or other land use control.	As necessary
SFN, other YFN, Government or municipality	If parties agree, negotiate agreement(s) pursuant to SFNSGA 26.2.	As necessary
SFN, other YFN, Government or municipality	Implement agreement(s).	In accordance with agreement(s)

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- PROJECT:** Establishment of common administrative and planning structures
- RESPONSIBLE PARTY:** SFN, Government
- PARTICIPANT / LIAISON:** None identified
- REFERENCED CLAUSES:**
- 27.1 The Selkirk First Nation and Government may agree to develop a process for consulting affected residents regarding the establishment of common administrative and planning structures for part or all of the Traditional Territory.
 - 27.2 Where affected residents have been consulted through a process developed pursuant to 27.1 and the Selkirk First Nation or Government is satisfied that affected residents support the establishment of a common administrative and planning structure, the Selkirk First Nation or Government, as the case may be, may request the other party to enter into negotiations respecting the establishment of a common administrative and planning structure.
 - 27.3 In the negotiations referred to in 27.2, the Selkirk First Nation and Government may agree to establish a common administrative and planning structure within part or all of the Traditional Territory.
 - 27.4 A common administrative and planning structure established pursuant to 27.3 shall:
 - 27.4.1 remain under the control of all residents of the Traditional Territory or any agreed upon portion of the Traditional Territory; and
 - 27.4.2 include direct representation by the Selkirk First Nation.
 - 27.5 The Selkirk First Nation and Government may agree to delegate responsibilities to a common administrative and planning structure established pursuant to 27.3.
 - 27.6 An agreement pursuant to 27.3 to establish a common administrative and planning structure may include provisions respecting:
 - 27.6.1 the detailed powers and responsibilities of the common administrative and planning structure;
 - 27.6.2 the exact manner by which the common administrative and planning structure shall be created;
 - 27.6.3 a process to ensure that the common administrative and planning structure is accountable to all residents of the Traditional Territory or to all residents in any agreed upon portion of the Traditional Territory;

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- 27.6.4 the manner in which the representatives to a common administrative and planning structure shall be selected or elected;
- 27.6.5 a detailed implementation plan;
- 27.6.6 financial and cost-sharing arrangements; and
- 27.6.7 such other matters as the Selkirk First Nation and Government may agree.

CROSS REFERENCES: None identified

RESPONSIBILITY	ACTIVITIES	TIMING
SFN, Government	If the parties agree, develop a process for consulting affected residents regarding the establishment of common administrative and planning structures.	As necessary
SFN or Government	Where one party is satisfied that affected residents support the establishment of a common administrative and planning structure, at discretion, request that the other party enter into negotiations.	After consultation
SFN, Government	If the parties agree to enter negotiations, prepare workplan identifying time lines and resources for negotiations.	Within 60 days after request, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the workplan.	Within 60 days of workplan completion, or as soon thereafter as the parties agree is reasonable
SFN, Government	Negotiate common administrative and planning structures pursuant to SFNSGA 27.0.	In accordance with the workplan

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the SFNSGA Plan, Canada shall provide a negotiated level of funding for the participation of the SFN in negotiations respecting common administrative and planning structures. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.

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PROJECT: Negotiations to establish a regime for the ownership, management and administration of land recognized or set apart for SFN pursuant to SFNFA 4.3.6.1 (b)

RESPONSIBLE PARTY: Canada, SFN

PARTICIPANT / LIAISON: Yukon

REFERENCED CLAUSES: 28.1 If the Minister of Indian Affairs and Northern Development recommends to the Governor in Council that it recognize or set apart land to be a Reserve for the Selkirk First Nation pursuant to 4.3.6.1 (b) of the Final Agreement, the Parties to this Agreement shall enter into negotiations to establish a regime for the ownership, management and administration of those lands.

CROSS REFERENCES: SFNFA 2.3.4, 2.3.5 (all), 4.3.6.1 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
Minister of Indian Affairs and Northern Development	Recommend to the Governor in Council that it recognize or set apart land pursuant to SFNFA 4.3.6.1 (b).	As necessary
SFN, Canada	Negotiate a regime for ownership, management and administration of the land.	As necessary
SFN, Canada, Yukon	Amend SFNFA Appendix A in accordance with SFNFA 2.3.4 to reflect the negotiated regime for ownership, management and administration of land recognized or set apart.	Following federal Order in Council recognizing or setting apart land pursuant to SFNFA 4.3.6.1 (b)



**SELKIRK FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN**

ANNEX B

COORDINATION OF SFNFA AND SFNSGA IMPLEMENTATION

GENERAL REQUIREMENTS

1. SFNFA 28.3.2.6. requires the Implementation Plan to specify means for coordination of the implementation of the SFNFA and SFNSGA.
2. SFNSGA 23.5 specifies coordination of the SFNFA and SFNSGA Implementation Plans to the extent practicable.

RESPONSIBILITIES

3. The SFN government and its administrative structure, as established through the SFN constitution adopted under the SFNSGA, shall be recognized as the agency responsible for the implementation, on behalf of the SFN, of both agreements.
4. Canada and Yukon each agree that, to the extent practicable, consistent processes, practices and interpretations shall be utilized in the implementation of both the SFNFA and SFNSGA, when dealing with the SFN. Further, should any conflict arise within either government in this regard, it shall be resolved internally and the SFN shall not be required to deal with such conflicts.

SPECIFIC AREAS OF IMPLEMENTATION COORDINATION

5. All funds flowing to the SFN for implementation shall be transferred to the SFN through the financial transfer agreement process described in SFNSGA 16.0.
6. The Dispute Resolution process of SFNFA Chapter 26 shall be used to resolve all SFNSGA disputes as described in SFNSGA 24.0.
7. The SFNFA Plan general review process described in paragraph 19 of the SFNFA Plan and in SFNSGA 6.6.3 and 6.6.4 may be carried out simultaneously and in a coordinated fashion. Further, these reviews may be timed in such a way as to provide input to the negotiations to a new SFNFTA as specified by SFNSGA 16.3.6 and 16.12.
8. The information strategy carried out by the SFN shall consider the SFNFA, the SFNFA Plan, SFNSGA and the SFNSGA Plan.
9. The training needs for the SFN shall be integrated into a single plan which will take into account the training requirements of the SFNFA, the SFNFA Plan, SFNSGA and the SFNSGA Plan.

OTHER POTENTIAL AREAS REQUIRING COORDINATION

10. While cross references between agreements have been provided on appropriate Activity Sheets, there are some implicit areas which may require coordination as well. To further specify these areas, the following table has been provided.

POTENTIAL AREAS REQUIRING IMPLEMENTATION COORDINATION

(may include but are not limited to:)

<u>REFERENCED CLAUSE</u>		<u>AREA OF CONCERN</u>
(SFNFA)	(SFNSGA)	
Definitions	Definitions	Consistent application
2.0	3.0	Rights of citizens and beneficiaries as Yukon Indian People
2.3.6	21.1	SFNFA amendments published in SFN law register
2.7.1	16.4.2	Disclosure of information
2.11.4.1	Self-Government Legislation	Legal entity
4.3.6.1	28.1	Identification of other Reserves
5.0	25.0	Compatible land use regarding C Settlement Land
19.0	16.8	SFNFTA calculation regarding compensation
20.0	15.2, 15.3.5	Tax status of settlement corporations
20.6	14.0	Income tax
20.7.1	14.10	Property taxation assistance
21.2.1	14.9	Property tax
21.2.3	14.9	Property tax
21.2.4	14.6	Property tax
21.2.5.1	14.9, 14.10, 14.11, 14.12	Property tax
21.3	14.11, 14.12	Property tax
21.2.4	26.0	Service agreements
21.3	26.0	Service agreements
21.4	26.0	Service agreements
24.10.1	5.3	Amendment of Self-Government Legislation
SFNFA	8.2.1, 8.3	Inconsistency and conflict