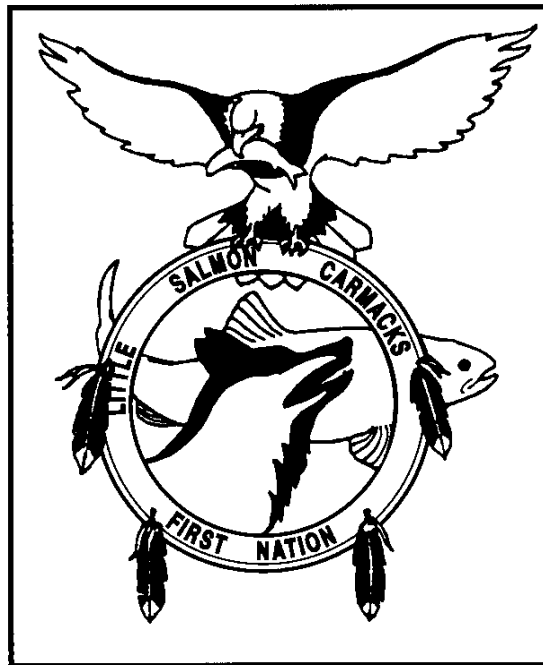


LITTLE SALMON/CARMACKS
FIRST NATION
SELF-GOVERNMENT AGREEMENT
IMPLEMENTATION PLAN



**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN**

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l'autonomie gouvernementale: Plan de mise en oeuvre*

**IMPLEMENTATION PLAN
FOR THE
LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT**

AMONG:

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

AND:

The Little Salmon/Carmacks First Nation, as represented by the duly authorized representative(s) of the Little Salmon/Carmacks First Nation (hereinafter referred to as the "LSCFN");

AND:

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

hereinafter referred to as the "Parties".

WHEREAS:

The Parties signed the document entitled the Little Salmon/Carmacks First Nation Self-Government Agreement (hereinafter referred to as the "LSCSGA") on the 21st day of July, 1997;

clause 23.1 of the LSCSGA provides that the Parties shall conclude an implementation plan for the LSCSGA (hereinafter referred to as the "LSCSGA Plan") as soon as practicable; and

the representatives of the Parties have developed this LSCSGA Plan, which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the LSCSGA;

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NOW THEREFORE, the Parties agree as follows:

1.0 Interpretation of the LSCSGA Plan

- 1.1 No provision of the LSCSGA Plan shall be considered an amendment to, modification of, or derogation from the LSCSGA.
- 1.2 Where there is any inconsistency or conflict between the provisions of the LSCSGA Plan and the provisions of the LSCSGA, the provisions of the LSCSGA shall prevail to the extent of the inconsistency or conflict.
- 1.3 Unless the context otherwise requires, capitalized words and phrases in the LSCSGA Plan shall have the meanings assigned in the LSCSGA.
- 1.4 The LSCSGA Plan shall be interpreted so as to promote the implementation of the provisions of the LSCSGA and to avoid conflict or inconsistency with the provisions of the LSCSGA.

2.0 Legal Status of the LSCSGA Plan

- 2.1 The LSCSGA Plan consists of the provisions contained herein.
- 2.2 Attached hereto are:
 - 2.2.1 Annex A - "Activity Sheets" describing the specific activities, projects and measures for implementation of the LSCSGA; and

**LITTLE SALMON/CARMACKS FIRST NATION
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2.2.2 Annex B - Coordination of the Little Salmon/Carmacks First Nation Final Agreement (hereinafter referred to as the "LSCFA") and the LSCSGA Implementation;

which Annexes represent the understanding of the Parties regarding the manner in which the provisions of the LSCSGA will be implemented, but do not form part of the LSCSGA Plan and are not intended to create legal obligations.

3.0 Implementation Funding

3.1 Subject to any amendment of the LSCSGA Plan by the Parties, Canada shall make financial payments to the LSCFN for the implementation of the LSCSGA as follows:

3.1.1 \$119,500 (1996 constant dollars) annually for ongoing implementation activities;

3.1.2 \$99,500 (1996 constant dollars) annually for a ten year period for supplementary implementation activities;

3.1.3 \$196,000 (1996 constant dollars) for one-time implementation projects and activities.

3.2 The payments referred to in 3.1.1, 3.1.2 and 3.1.3 above shall be escalated from 1996 constant dollars to their Entry Year Value as defined in the Little Salmon/Carmacks First Nation Financial Transfer Agreement (hereinafter referred to as the "LSCFTA") dated September 29, 1997, in accordance with the computation method for the Annual Price Escalator set out in Annex 6 of the LSCFTA.

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- 3.3 The payments referred to in 3.1.1 and 3.1.2 shall be made in accordance with the provisions of the LSCFTA and shall be escalated from their Entry Year Value in accordance with the computation method for the Annual Price-and-Population Escalator set out in Appendix A of the LSCFTA.
- 3.4 The payment referred to in 3.1.3 above shall be made as a lump sum payment, by a transfer agreement other than the LSCFTA, as an unconditional grant as soon as practicable after the LSCSGA becomes effective, not subject to the Cash Management Policy of the Government of Canada.
- 3.5 The payment of the amounts set out in 3.1, or any amended amount required to be paid, represents the fulfilment of Canada's obligation as set out in the LSCSGA to provide funding to the LSCFN for the following periods of time:
- 3.5.1 for the purposes of 3.1.1 and 3.1.3 for the period of time set out in the LSCFTA;
- and
- 3.5.2 for the purposes of 3.1.2 for the period of time identified in 3.1.2.
- 3.6 Canada shall provide a negotiated level of funding for the participation of the LSCFN in the negotiations contemplated by sections 13.5.2, 13.6.1, 14.5, 14.6, 14.8, 17.0 and 27.0 of the LSCSGA.
- 3.6.1 In addition to the notification and negotiation process provided for in section 17.0 of the LSCSGA, in the first year in which the LSCSGA is in effect, the LSCFN may provide notice, within 90 days of the effective date of the LSCSGA, that it wishes to initiate the negotiation for the assumption of responsibility by the LSCFN for the management, administration and delivery of any program or service, in the same manner as provided for in section 17.0 of the LSCSGA.

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4.0 Implementation of the LSCSGA Plan Review

4.1 The representatives appointed by the Parties pursuant to section 18 of the LSCFN Final Agreement Implementation Plan shall also work toward resolving any issue which may arise in relation to the implementation of the LSCSGA Plan.

4.2 Pursuant to 6.6 of the LSCSGA the Parties shall complete a review of the LSCSGA Plan, Annex A and Annex B within five years of the Effective Date of the LSCSGA unless the Parties agree otherwise.

5.0 Amendment of the LSCSGA Plan

5.1 The Parties shall determine whether to amend the LSCSGA Plan, Annex A and Annex B as a result of the review conducted pursuant to 4.2.

5.2 The Parties, by agreement, may amend the LSCSGA Plan, Annex A and Annex B at any time, and any amendment thereto shall be made in writing by the Parties.

6.0 Effective Date of the LSCSGA Plan

6.1 The LSCSGA Plan shall take effect as of the Effective Date of the LSCSGA.

7.0 Signing of the SFNSGA Plan

7.1 This Plan may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document, and the date of this plan shall be deemed to be the date on which the last party signs.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN**

SIGNED at Carmacks, Yukon on behalf of the Little Salmon/Carmacks First Nation:

Eddie Skookum

Eddie Skookum
Chief

Joe Fullmer

Witness (as to all signatures by
Little Salmon/Carmacks First Nation
representatives)

Billy Peter Johnnie

Billy Peter Johnnie - Elder Councillor

Melissa Tulk

Melissa Tulk - Youth Councillor

Alma Wrixon

Alma Wrixon - Wolf Councillor

Jerry Charlie

Jerry Charlie - Wolf Councillor

Terry Billy

Terry Billy - Crow Councillor

Elizabeth Anderson


Elizabeth Anderson - Crow Councillor

September 26, 1997

Date

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN**

SIGNED at Ottawa on behalf of the Government of Canada:



The Honourable Jane Stewart
Minister of Indian Affairs
and Northern Development



Witness

Date September 29, 1997

SIGNED at _____ on behalf of the Government of the Yukon:

The Honourable Piers McDonald
Government Leader

Witness

Date

LITTLE SALMON/CARMACKS FIRST NATION
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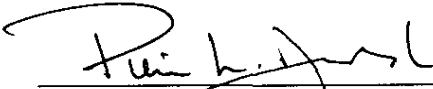
SIGNED at _____ on behalf of the Government of Canada:

The Honourable Jane Stewart
Minister of Indian Affairs
and Northern Development

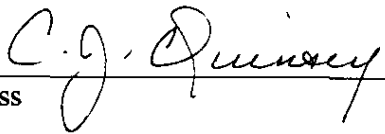
Witness

Date

SIGNED at Whitehorse on behalf of the Government of the Yukon:



The Honourable Piers McDonald
Government Leader



Witness

Sept. 22, 1997

Date

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN**

ANNEX A

ACTIVITY SHEETS

This Annex refers to the implementation of selected provisions of the LSCSGA.

The activities described in the Annex reflect the agreement of the Parties as to the activities which the Parties expect to be performed in order to give effect to the referenced provisions.

The planning assumptions described in relation to a referenced provision reflect the circumstances considered or expected to arise in the implementation of that provision. Some planning assumptions also reflect steps or measures that the Parties assume will be taken, or limitations that may apply, in the performance of the described activities.

In the development of this Annex, it has been assumed that the Parties will deal by other means with matters required by the LSCSGA to be addressed prior to the Effective Date or in the negotiation or ratification of the LSCSGA.

The fact that an activity sheet does not cross-reference the LSCSGA dispute resolution mechanism pursuant to LSCSGA Chapter 24 should not be construed to mean that the dispute resolution mechanism is not applicable to that activity sheet.

In the LSCSGA Activity Sheets and Coordination Sheets, the following acronyms, initializations and references have been used:

| | |
|-------------|---|
| Canada | Her Majesty in Right of Canada |
| LSCFA | Little Salmon/Carmacks First Nation Final Agreement |
| LSCFA Plan | LSCFA Implementation Plan |
| LSCFN | Little Salmon/Carmacks First Nation |
| LSCFTA | Financial Transfer Agreement between Canada and LSCFN |
| LSCSGA | Little Salmon/Carmacks First Nation Self-Government Agreement |
| LSCSGA Plan | LSCSGA Implementation Plan |
| Parties | Canada, LSCFN and Yukon |
| YFN | Yukon First Nation |
| Yukon | Government of the Yukon |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

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PROJECT: Consultation on amendments to Self-Government Legislation

RESPONSIBLE PARTY: LSCFN, Government

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 5.2 Government shall Consult with the Little Salmon/Carmacks First Nation during the drafting of any amendment to Self-Government Legislation which affects the Little Salmon/Carmacks First Nation.

CROSS REFERENCES: 7.4

| RESPONSIBILITY | ACTIVITIES | TIMING |
|--------------------------------|--|---|
| LSCFN or Government | Identify or confirm need for amendment. | As necessary |
| LSCFN | Conduct research and analysis regarding amendment. | As necessary |
| Yukon or Canada as appropriate | If amending Self-Government Legislation, notify LSCFN of proposed amendment to Self-Government Legislation. Provide details. | Prior to amending Self-Government Legislation |
| LSCFN | Prepare and present views. | Within a reasonable time period |
| Yukon or Canada as appropriate | Provide full and fair consideration of LSCFN views. Make revisions as necessary. | After views presented |
| Yukon or Canada as appropriate | Amend Self-Government Legislation. | As decided by Government, after considering LSCFN views |

PLANNING ASSUMPTIONS

1. If a proposed amendment affects all YFNs, rather than just some of the YFNs, one territory-wide consultative process may be appropriate.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: LSCSGA amendment

RESPONSIBLE PARTY: Canada, Yukon. LSCFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 6.1 This Agreement may only be amended with the consent of the Parties.
 6.2 Consent to any amendment pursuant to 6.1 may only be given on the part of:
 6.2.1 Canada, by the Governor in Council;
 6.2.2 the Yukon, by the Commissioner in Executive Council; and
 6.2.3 the Little Salmon/Carmacks First Nation, by the Assembly, upon a recommendation received from the Council of the Little Salmon/Carmacks First Nation.

CROSS REFERENCES: 6.3, 6.4 (all), 6.5, 6.6, 6.6.5, 7.3

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-------------------------|---|------------------------------|
| LSCFN, Canada and Yukon | Evaluate proposed amendment. | When amendment is proposed |
| LSCFN, Canada and Yukon | Negotiate and draft amendment. | Following agreement to amend |
| LSCFN, Canada and Yukon | Consent to the amendment pursuant to 6.2. | After amendments are drafted |
| LSCFN | Notify LSCFN Citizens of amendment. | After amendment is approved |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Amending the LSCSGA to incorporate more favourable provisions

RESPONSIBLE PARTY: LSCFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES:

6.3 Where Government has concluded a self-government agreement with another Yukon First Nation which includes provisions more favourable than those in this Agreement, and where it would be practical to include those provisions in this Agreement, Government, at the request of the Little Salmon/Carmacks First Nation, shall negotiate with the Little Salmon/Carmacks First Nation with a view to amending this Agreement to incorporate provisions no less favourable than those in the other self-government agreement.

6.4 A dispute arising from negotiations described in 6.3 may be referred by any Party to dispute resolution pursuant to 26.3.0 of the Final Agreement.

6.4.1 In any dispute arising pursuant to 6.3 an arbitrator shall have the authority set out in 26.7.3 of the Final Agreement.

6.5 The Parties shall make amendments to this Agreement which are required to give effect to orders or decisions of an arbitrator pursuant to 6.4.

CROSS REFERENCES: 6.1, 6.2, 24.3; LSCFA 26.3.0 (all), 26.7.3

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-------------------------|--|--|
| LSCFN | Monitor other YFN Self-Government Agreements for more favourable provisions. | As Self-Government Agreements are negotiated |
| LSCFN, Canada and Yukon | Negotiate and draft amendment to LSCSGA. | At request of LSCFN |
| LSCFN, Canada or Yukon | Refer to dispute resolution under 26.3.0 of the LSCFA. | If disputes arises |
| LSCFN, Canada and Yukon | Draft amendment to LSCSGA. | If dispute resolved |
| LSCFN, Canada and Yukon | If Parties agree, amend LSCSGA, pursuant to LSCSGA 6.1,6.2. | As soon as practicable |
| LSCFN | Notify LSCFN Citizens of amendment. | After amendment is approved |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Review of LSCSGA within five years of the Effective Date

RESPONSIBLE PARTY: LSCFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 6.6 Unless the Parties otherwise agree, the Parties shall review this Agreement within five years of the Effective Date for the purpose of determining whether:

6.6.1 other self-government agreements in Canada have more effectively incorporated self-government provisions respecting any matters considered in this Agreement;

6.6.2 other self-government agreements in Canada have more effectively incorporated implementation or financial transfer agreements;

6.6.3 this Agreement has been implemented in accordance with the implementation plan;

6.6.4 the negotiated transfer of programs, responsibilities and resources pursuant to this Agreement has been successful;
and

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

CROSS REFERENCES: 6.1, 6.2 (all)

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-------------------------|--|--|
| LSCFN, Canada and Yukon | Prepare workplan to identify terms of reference, timelines and resources for | Within five years of the Effective Date |
| LSCFN, Canada and Yukon | Unless the Parties agree otherwise, conduct the review. | In accordance with the workplan |
| LSCFN, Canada and Yukon | Amend the LSCSGA to reflect the outcome of the review in accordance with LSCSGA 6.1 and 6.2. | As required |
| LSCFN | Inform Citizens of any amendment. | As soon as practicable following the amendment |

PLANNING ASSUMPTIONS

- The review process of the LSCSGA shall be carried out simultaneously, and in a coordinated fashion, with the review of the LSCFA Implementation Plan and negotiation of the new LSCFTA in accordance with paragraph 7 of Annex B to the LSCSGA Plan.

**LITTLE SALMON/CARMACKS FIRST NATION
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2. At the time of the review, Canada may provide additional resources, to a negotiated level, for the conduct of the review.

**LITTLE SALMON/CARMACKS FIRST NATION
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PROJECT: Amendment of an invalid provision of the LSCSGA

RESPONSIBLE PARTY: LSCFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 7.3 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the Parties shall make best efforts to amend this Agreement to remedy the invalidity or replace the invalid provision.

CROSS REFERENCES: 6.1, 6.2 (all), 7.1, 7.2

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-------------------------|---|--|
| LSCFN, Canada and Yukon | If a court of competent jurisdiction finds a provision of the LSCSGA to be invalid, make best efforts to amend the LSCSGA to remedy the invalidity or replace the invalid | As required |
| LSCFN, Canada and Yukon | If the parties agree to amend the LSCSGA, initiate consent process in accordance with LSCSGA 6.1 and 6.2. | As soon as practicable |
| LSCFN | Inform Citizens of amendment. | As soon as practicable following the amendment |

PLANNING ASSUMPTIONS

1. The LSCFN may wish to prepare for and participate in litigation relating to the determination of the validity of a provision of the LSCSGA.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS**

PROJECT: Amendment of an invalid provision of the Self-Government Legislation

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: LSCFN

REFERENCED CLAUSES: 7.4 If any provision of Self-Government Legislation is found by a court of competent jurisdiction to be invalid, Government shall make best efforts to amend the Self-Government Legislation to remedy the invalidity or replace the invalid provision.

CROSS REFERENCES: 5.2, 7.1, 7.2

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|--|---|
| Government | If a court of competent jurisdiction finds a provision of the Self-Government Legislation to be invalid, make best efforts to amend the Self-Government Legislation to remedy the invalidity or replace the invalid provision. | As required |
| Government | If Government intends to amend the Self-Government Legislation or replace the invalid provision, notify LSCFN of any amendment which affects the LSCFN. | During the drafting of the amendments |
| LSCFN | Prepare and present views to Government. | Within a reasonable time as indicated by Government |
| Government | Provide full and fair consideration to views presented by the LSCFN. Notify LSCFN of outcome. | Within a reasonable time following receipt of LSCFN views |
| LSCFN | Inform Citizens of amendment. | As soon as practicable following amendment |

PLANNING ASSUMPTIONS

1. The LSCFN may wish to prepare for and participate in litigation relating to the determination of the validity of a provision of the Self-Government Legislation.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

| | |
|-------------------------------|---|
| PROJECT: | Conflict of laws issues |
| RESPONSIBLE PARTY: | LSCFN, another YFN, Government |
| PARTICIPANT / LIAISON: | None identified |
| REFERENCED CLAUSES: | <p>8.4 Common law conflict of laws principles shall apply where a conflict of laws issue arises unless:</p> <p style="padding-left: 40px;">8.4.1 in the case of a conflict of laws issue arising between a law of the Little Salmon/Carmacks First Nation and a law of another Yukon First Nation, the Little Salmon/Carmacks First Nation and the other Yukon First Nation have otherwise agreed; or</p> <p style="padding-left: 40px;">8.4.2 in the case of a conflict of laws issue arising between a law of the Little Salmon/Carmacks First Nation and a Law of General Application, the Little Salmon/Carmacks First Nation and Government have otherwise agreed.</p> |
| CROSS REFERENCES: | 13.5 (all) |

| RESPONSIBILITY | ACTIVITIES | TIMING |
|---|--|-------------------------------|
| LSCFN, another YFN, Canada or Yukon, as appropriate | If conflict of laws issue arises, negotiate agreement or solution to conflict. | As agreed by affected parties |
| LSCFN, another YFN, Canada or Yukon as appropriate | If the issue results in court action, participate in court action. | As necessary |

PLANNING ASSUMPTIONS

1. The Parties anticipate that, when the circumstances warrant, potential for conflict of laws will be considered when Government and LSCFN are drafting laws.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Capacity, rights, powers and privileges of LSCFN

RESPONSIBLE PARTY: LSCFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 9.2 The Little Salmon/Carmacks First Nation is a legal entity and has the capacity, rights, powers and privileges of a natural person and, without restricting the generality of the foregoing, may:

9.2.1 enter into contracts or agreements;

9.2.2 acquire and hold property or any interest therein, and sell or otherwise dispose of property or any interest therein;

9.2.3 raise, invest, expend and borrow money;

9.2.4 sue or be sued;

9.2.5 form corporations or other legal entities; and

9.2.6 do such other things as may be conducive to the exercise of its rights, powers and privileges.

CROSS REFERENCES: 12.1 (all), 14.6.2,26.0 (all); LSCFA 20.4.1

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|--|---------------|
| LSCFN | Conduct appropriate research and analysis to determine advisability and requirements in regard to the exercising of rights or engaging in activities pursuant to 9.2.1, 9.2.2. 9.2.3. 9.2.4. 9.2.5 or 9.2.6. | As necessary |
| LSCFN | Conduct negotiations, develop agreements and prepare legal documents as may be required to carry out any of the activities. | As necessary |
| LSCFN | Notify Government and public of outcome as may be appropriate. | As necessary |

PLANNING ASSUMPTIONS

1. This activity does not include the consideration of local service and program agreements that are within LSCSGA 14.6.2 or the formation of Settlement Corporations under LSCFA 20.4.1.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Establishment of governing bodies

RESPONSIBLE PARTY: LSCFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 10.1 The Little Salmon/Carmacks First Nation Constitution shall:
 10.1.2 establish governing bodies and provide for their powers, duties, composition, membership and procedures;

CROSS REFERENCES: None identified

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|--|---------------------------------------|
| LSCFN | Establish governing bodies according to the Constitution. | Upon Effective Date or as appropriate |
| LSCFN | Operate LSCFN government structures which will attend to functions such as: <ul style="list-style-type: none"> - communications and information; - policy development, monitoring, evaluation, research and advice; - personnel and training; intergovernmental relations, negotiations and dispute resolution; - legal affairs; - clerical; - financial management and taxation; - supply services; - management capabilities; - and, others as may arise from time to time. | |

PLANNING ASSUMPTIONS

1. The LSCFN will have to prepare start-up policies and procedures with regard to the administration, operation and internal management of LSCFN affairs.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Transfer to LSCFN of monies held by Canada for use and benefit of LSCFN

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: LSCFN

REFERENCED CLAUSES: 11.2 Any monies held by Canada for the use and benefit of the Indian Act. R.S.C. 1985, c. 1-5, Little Salmon/Carmacks First Nation Band, which is referred to in Schedule I, Column I, Item 7 of the Yukon First Nations Self-Government Act S.C. 1994, c. 35 as the Tsawlnjik Dan Band shall be transferred to the Little Salmon/Carmacks First Nation, as soon as practicable after the Effective Date.

CROSS REFERENCES: None identified

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|---|-----------------------------|
| Canada | Calculate amount to be transferred. Inform LSCFN in writing of the amount to be | Prior to Effective Date |
| LSCFN | Confirm amount to be transferred and request by Band Council Resolution the transfer of monies held by Canada for the use and benefit of the Little Salmon/Carmacks First | Prior to Effective Date |
| Canada | Transfer funds to LSCFN. | As soon as practicable |
| LSCFN | Provide written receipt for monies transferred. | Following receipt of monies |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

| | |
|-----------------------------|---|
| PROJECT: | Delegation of LSCFN powers |
| RESPONSIBLE PARTY: | LSCFN |
| PARTICIPANT/LIAISON: | Other party as indicated in 12.1.1 through 12.1.7 |
| REFERENCED CLAUSES: | <p>12.1 The Little Salmon/Carmacks First Nation may delegate any of its powers, including legislative powers, to:</p> <p style="padding-left: 40px;">12.1.1 a public body or official established by a law of the Little Salmon/Carmacks First Nation;</p> <p style="padding-left: 40px;">12.1.2 Government, including a department, agency or official of Government;</p> <p style="padding-left: 40px;">12.1.3 a public body performing a function of government in Canada, including another Yukon First Nation;</p> <p style="padding-left: 40px;">12.1.4 a municipality, school board, local body, or legal entity established by Yukon Law;</p> <p style="padding-left: 40px;">12.1.5 a tribal council;</p> <p style="padding-left: 40px;">12.1.6 the Council for Yukon Indians; or</p> <p style="padding-left: 40px;">12.1.7 any legal entity in Canada.</p> <p>12.2 Any delegation under 12.1.2 to 12.1.7 shall be made by written agreement with the delegate.</p> |
| CROSS REFERENCES: | 9.2, 9.2.1, 9.2.5, 26.0 (all) |

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|--|--------------------------|
| LSCFN | Research and identify authority or power to be delegated. | At discretion of LSCFN |
| LSCFN, other party | Negotiate and draft delegation agreement with other party. | At discretion of parties |
| LSCFN, other party | If delegation agreement is completed, and delegation occurs, notify Government and the public. | As necessary |

PLANNING ASSUMPTIONS

- Any delegation of LSCFN powers will be subject to an approval process as may be set out in its Constitution and laws.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Delegation of powers to LSCFN

RESPONSIBLE PARTY: LSCFN

PARTICIPANT / LIAISON: Any entity that has the authority to delegate its powers ("delegating authority")

REFERENCED CLAUSES: 12.3 The Little Salmon/Carmacks First Nation has the capacity to enter into agreements to receive powers, including legislative powers, by delegation.

CROSS REFERENCES: 9.2, 9.2.1, 9.2.5, 12.1 (all)

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-------------------------------|---|--|
| LSCFN or delegating authority | Forward delegation proposal to other party. | Once a decision has been made to proceed with a delegated proposal |
| LSCFN or delegating authority | Prepare views and respond. | Within a reasonable time period following receipt of the proposal |
| LSCFN or delegating authority | Negotiate, draft and enter into delegation agreement. | At discretion of parties |
| LSCFN or delegating authority | Notify public of delegation agreement. | Following approval of agreement by parties |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

| | |
|-------------------------------|--|
| PROJECT: | Enactment of LSCFN laws |
| RESPONSIBLE PARTY: | LSCFN |
| PARTICIPANT / LIAISON: | Yukon |
| REFERENCED CLAUSES: | <p>13.1 The Little Salmon/Carmacks First Nation shall have the exclusive power to enact laws in relation to the following matters:</p> <p>13.1.1 administration of First Nation of Little Salmon/Carmacks affairs and operation and internal management of the Little Salmon/Carmacks First Nation;</p> <p>13.1.2 management and administration of rights or benefits which are realized pursuant to the Final Agreement by persons enrolled under the Final Agreement, and which are to be controlled by the Little Salmon/Carmacks First Nation; and</p> <p>13.1.3 matters ancillary to the foregoing.</p> <p>13.2 The Little Salmon/Carmacks First Nation shall have the power to enact laws in relation to the following matters in the Yukon:</p> <p>13.2.1 provision of programs and services for Citizens in relation to their spiritual and cultural beliefs and practices;</p> <p>13.2.2 provision of programs and services for Citizens in relation to the Northern Tutchone language;</p> <p>13.2.3 provision of health care and services to Citizens, except licensing and regulation of facility-based services off Settlement Land;</p> <p>13.2.4 provision of social and welfare services to Citizens, except licensing and regulation of facility-based services off Settlement Land;</p> <p>13.2.5 provision of training programs for Citizens, subject to Government certification requirements where applicable;</p> <p>13.2.6 adoption by and of Citizens;</p> <p>13.2.7 guardianship, custody, care and placement of Little Salmon/Carmacks First Nation children, except licensing and regulation of facility-based services off Settlement Land;</p> <p>13.2.8 provision of education programs and services for Citizens choosing to participate, except licensing and regulation of facility-based services off Settlement Land;</p> |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A " ACTIVITY SHEETS**

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

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

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

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

13.3.22 control or prohibition of the transport of dangerous substances; and

13.3.23 matters coming within the good government of Citizens on Settlement Land.

CROSS REFERENCES: 8.4 (all), 13.5.5, 13.60 (all), 14.0 (all), 20.0 (all), 21.1,21.2, 21.3, 21.4

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|--|---|
| LSCFN | Prepare initial laws. | At discretion, after federal Order in Council giving effect to LSCSGA |
| LSCFN | Enact initial laws. | After Effective Date |
| LSCFN | Prepare other laws. | As required |
| LSCFN | Enact other laws. | As necessary |
| LSCFN | Provide Yukon with copy of LSCFN laws. | As soon as practicable after each law is passed |

PLANNING ASSUMPTIONS

1. Initial laws may include financial administration legislation and other such legislation fundamental to the initial operation of the LSCFN.
2. An advance of federal one-time funding for initial laws may be provided by means of a contribution agreement with the LSCFN after the federal Order in Council giving effect to the LSCSGA, and will be referenced in the LSCFTA.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

| | |
|-------------------------------|---|
| PROJECT: | Exercise of Emergency powers on and off Settlement Lands |
| RESPONSIBLE PARTY: | LSCFN, Canada, Yukon |
| PARTICIPANT / LIAISON: | None identified |
| REFERENCED CLAUSES: | <p>13.4.1 Off Settlement Land, in relation to those matters enumerated in 13.2, in any situation that poses an Emergency to a Citizen, Government may exercise power conferred by Laws of General Application to relieve the Emergency, notwithstanding that laws enacted by the Little Salmon/Carmacks First Nation may apply to the Emergency.</p> <p>13.4.2 A person acting pursuant to 13.4.1 shall, as soon as practicable after determining that a person in an Emergency is a Citizen, notify the Little Salmon/Carmacks First Nation of the action taken and transfer the matter to the responsible Little Salmon/Carmacks First Nation authority, at which time the authority of the Government to act pursuant to 13.4.1 shall cease.</p> <p>13.4.3 A person acting pursuant to 13.4.1 is not liable for any act done in good faith in the reasonable belief that the act was necessary to relieve an Emergency.</p> <p>13.4.4 On Settlement Land, in relation to those matters enumerated in 13.2, in any situation that poses an Emergency to a person who is not a Citizen, the Little Salmon/Carmacks First Nation may exercise power conferred by laws enacted by the Little Salmon/Carmacks First Nation to relieve the Emergency, notwithstanding that Laws of General Application may apply to the Emergency.</p> <p>13.4.5 A person acting pursuant to 13.4.4 shall, as soon as practicable after determining that a person in an Emergency is not a Citizen, notify Government or, where the person in an Emergency is a citizen of another Yukon First Nation, that Yukon First Nation, of the action taken and transfer the matter to the responsible authority, at which time the authority of the Little Salmon/Carmacks First Nation to act pursuant to 13.4.4 shall cease.</p> <p>13.4.6 A person acting pursuant to 13.4.4 is not liable for any act done in good faith in the reasonable belief that the act was necessary to relieve an Emergency.</p> <p>13.4.7 Notwithstanding 13.5.0, in relation to powers enumerated in 13.3, Laws of General Application shall apply with respect to an Emergency arising on Settlement Land which has or is likely to have an effect off Settlement Land.</p> |
| CROSS REFERENCES: | 9.2, 9.2.1, 13.5, 13.5.4, 13.5.5 20 |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

| RESPONSIBILITY | ACTIVITIES | TIMING |
|---------------------------|--|---|
| LSCFN and Canada or Yukon | Develop arrangements and procedures which allow a person acting pursuant to 13.4.1 or 13.4.4 to notify the appropriate authority and to transfer the matter to the appropriate authority as soon as practicable. | As soon as practicable after Effective Date and thereafter concurrent with the development or amendment of relevant policies or legislation |
| LSCFN or Canada or Yukon | Having taken action in an Emergency, notify the appropriate authority. | In accordance with arrangements and procedures |
| LSCFN or Canada or Yukon | Transfer the matter to the appropriate authority. | As soon as practicable |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Identification of areas in which laws of LSCFN shall prevail over federal Laws of General Application

RESPONSIBLE PARTY: LSCFN, Canada

PARTICIPANT / LIAISON: Yukon

REFERENCED CLAUSES: 13.5.2 Canada and the Little Salmon/Carmacks First Nation shall enter into negotiations with a view to concluding, as soon as practicable, a separate agreement or an amendment of this Agreement which will identify the areas in which laws of the Little Salmon/Carmacks First Nation shall prevail over federal Laws of General Application to the extent of any inconsistency or conflict.

13.5.2.1 Canada shall Consult with the Yukon prior to concluding the negotiations described in 13.5.2.

13.5.2.2 Clause 13.5.2 shall not affect the status of the Yukon as a party to the negotiations or agreements referred to in 13.6.0 or 17.0.

CROSS REFERENCES: None identified

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|---|---|
| LSCFN | Research areas in which LSCFN laws may prevail over federal Laws of General Application. | Prior to negotiations |
| LSCFN | Notify Canada of desire to initiate negotiations. | At discretion |
| LSCFN, Canada | Prepare workplan to identify time lines and resources for negotiations. | Within 6 months after notification, 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 |
| LSCFN, Canada | Commence negotiations pursuant to workplan. | As required |
| Canada | Notify Yukon of proposed agreement or amendment identifying areas where LSCFN laws prevail over federal Laws of General Application. Provide details. | Prior to conclusion of negotiations |
| Yukon | Prepare and present views to Canada. | Within reasonable time period as indicated by Canada |
| Canada | Provide full and fair consideration of views of Yukon. | After views presented to Canada |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

Canada, LSCFN

Conclude agreement.

As soon as practicable after
Consultation with Yukon

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the LSCSGA Plan, Canada shall provide a negotiated level of funding for the participation of the LSCFN in negotiations to identify areas in which LSCFN laws may prevail. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Yukon Consultation with LSCFN on a Law of General Application

RESPONSIBLE PARTY: Yukon, LSCFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 13.5.4 Where the Yukon reasonably foresees that a Yukon Law of General Application which it intends to enact may have an impact on a law enacted by the Little Salmon/Carmacks First Nation, the Yukon shall Consult with the Little Salmon/Carmacks First Nation before introducing the Legislation in the Legislative Assembly.

CROSS REFERENCES: 8.4 (all), 13.5.3

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|--|--|
| Yukon | Analyse proposed Yukon Law of General Application for impact on LSCFN laws. | Whenever Yukon proposes a Law of General Application |
| Yukon | Where proposed Yukon Law of General Application may have an impact on a LSCFN law notify LSCFN of the need to initiate Consultation. | Prior to introduction of the Legislation in the Legislative Assembly, allowing reasonable time for Consultation to occur |
| Yukon, LSCFN | Develop arrangements and procedures identifying contacts, timelines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the | As soon as practicable after LSCFN is notified about the need to initiate Consultation |
| Yukon | Provide LSCFN with details of proposed Legislation. | As soon as practicable after arrangements and procedures for Consultation have been developed |
| LSCFN | Review proposed Yukon Law of General Application to determine impact, inconsistency, and/or conflict. Prepare and present views. | Within a reasonable time period as set out in the arrangements and procedures |
| Yukon | Provide full and fair consideration to views presented. Notify LSCFN of outcome. | After views presented to Yukon |
| Yukon | At discretion, make any changes to proposed Yukon Law of General Application. | After considering LSCFN views |

PLANNING ASSUMPTIONS

1. If a proposed enactment affects all YFNs, rather than just some of the YFNs, one territory-wide consultative process may be appropriate.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

| | |
|-------------------------------|---|
| PROJECT: | LSCFN Consultation with Yukon on a LSCFN law |
| RESPONSIBLE PARTY: | LSCFN, Yukon |
| PARTICIPANT / LIAISON: | None identified |
| REFERENCED CLAUSES: | 13.5.5 Where the Little Salmon/Carmacks First Nation reasonably foresees that a law which it intends to enact may have an impact on a Yukon Law of General Application, the Little Salmon/Carmacks First Nation shall Consult with the Yukon before enacting the law. |
| CROSS REFERENCES: | 8.4 (all), 13.5.4 |

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|---|--|
| LSCFN | Analyse proposed LSCFN law for impact on Yukon Laws of General Application. | Whenever LSCFN proposes a law |
| LSCFN | Where proposed LSCFN legislation may have an impact on a Yukon Law of General Application, notify Yukon of the need to initiate Consultation. | Prior to introduction of the law in the LSCFN approval process, allowing reasonable time for Consultation to occur |
| LSCFN, Yukon | Develop arrangements and procedures identifying contacts, timelines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the Agreement. | As soon as practicable after Yukon is notified about the need to initiate Consultation |
| LSCFN | Provide Yukon with details of proposed legislation. | As soon as practicable after arrangements and procedures for Consultation have been developed |
| Yukon | Review proposed LSCFN legislation to determine impact, inconsistency, and/or conflict. Prepare and present views. | Within a reasonable time period as set out in the arrangements and procedures |
| LSCFN | Provide full and fair consideration to views presented. Notify Yukon of outcome. | After views presented to LSCFN |
| LSCFN | At discretion, make any changes to proposed legislation. | After considering Yukon views |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

- PROJECT:** Declaration where a Yukon Law of General Application ceases to apply to the LSCFN, its Citizens or Settlement Land
- RESPONSIBLE PARTY:** Yukon, LSCFN
- PARTICIPANT / LIAISON:** None identified
- REFERENCED CLAUSES:** 13.5.6 Where the Commissioner in Executive Council is of the opinion that a law enacted by the Little Salmon/Carmacks First Nation has rendered a Yukon Law of General Application partially inoperative and that it would unreasonably alter the character of a Yukon Law of General Application or that it would make it unduly difficult to administer that Yukon Law of General Application in relation to the Little Salmon/Carmacks First Nation, Citizens or Settlement Land, the Commissioner in Executive Council may declare that the Yukon Law of General Application ceases to apply in whole or in part to the Little Salmon/Carmacks First Nation, Citizens or Settlement Land.
- 13.5.7 Prior to making a declaration pursuant to 13.5.6:
- 13.5.7.1 the Yukon shall Consult with the Little Salmon/Carmacks First Nation and identify solutions, including any amendments to Yukon Legislation, that the Yukon considers would meet the objectives of the Little Salmon/Carmacks First Nation; and
- 13.5.7.2 after Consultation pursuant to 13.5.7.1, where the Yukon and the Little Salmon/Carmacks First Nation agree that the Yukon Law of General Application should be amended, the Yukon shall propose such amendment to the Legislative Assembly within a reasonable period of time.
- CROSS REFERENCES:** 13.5.5

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|---|--|
| Yukon | Analyse LSCFN law for impact on Yukon Laws of General Application. | Following receipt of the LSCFN law |
| Yukon | If the Commissioner in Executive Council is of the opinion that the LSCFN law has rendered a Yukon Law of General Application partially inoperative, notify LSCFN of the need to initiate Consultation. | As necessary |
| Yukon, LSCFN | Develop arrangements and procedures identifying contacts, timelines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the Agreement. | As soon as practicable after LSCFN is notified about the need to initiate Consultation |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

| | | |
|-----------------------------------|---|--|
| Yukon | Notify LSCFN of its concerns regarding the impact of the LSCFN law on a Yukon Law of General Application and identify possible | As soon as practicable after the arrangements and procedures for Consultation have been |
| LSCFN | Prepare and present views to Yukon. | Within a reasonable time period as set out in the arrangements and procedures for Consultation |
| Yukon | Provide full and fair consideration to views of LSCFN. | After views presented to Yukon |
| Yukon | If Yukon and LSCFN agree that the Yukon Law of General Application should be amended, draft and propose amendments to Yukon Legislation. | As necessary |
| Commissioner in Executive Council | If the Yukon Law of General Application is not amended to rectify the matter, declare that the Yukon Law of General Application ceases to apply in whole or in part to LSCFN Settlement Land or Citizens, as the case may be. | At discretion of Commissioner in Executive Council |
| LSCFN and Yukon | Notify LSCFN Citizens and Yukon staff responsible for administration or enforcement of the Yukon Law of General Application of the outcome, as may be necessary. | Upon resolution of the matter |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

| | |
|-------------------------------|---|
| PROJECT: | Parties to negotiate administration of justice agreement |
| RESPONSIBLE PARTY: | LSCFN, Canada, Yukon |
| PARTICIPANT / LIAISON: | None identified |
| REFERENCED CLAUSES: | <p>13.6.1 The Parties shall enter into negotiations with a view to concluding an agreement in respect of the administration of Little Salmon/Carmacks First Nation justice provided for in 13.3.17.</p> <p>13.6.2 Negotiations respecting the administration of justice shall deal with such matters as adjudication, civil remedies, punitive sanctions including fine, penalty and imprisonment for enforcing any law of the Little Salmon/Carmacks First Nation, prosecution, corrections, law enforcement, the relation of any Little Salmon/Carmacks First Nation courts to other courts and any other matter related to aboriginal justice to which the Parties agree.</p> <p>13.6.3 Notwithstanding anything in this Agreement, the Little Salmon/Carmacks First Nation shall not exercise its power pursuant to 13.3.17 until the expiry of the time described in 13.6.6, unless an agreement is reached by the Parties pursuant to 13.6.1 and 13.6.2.</p> <p>13.6.6 The provisions in 13.6.4 are interim provisions and shall expire five years from the Effective Date or on the effective date of the agreement concluded pursuant to 13.6.1 and 13.6.2, whichever is earlier.</p> |
| CROSS REFERENCES: | 13.6.4 (all), 13.6.5 (all) |

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|---|--|
| LSCFN | Prepare for negotiation of administration of justice agreement. | Prior to negotiations |
| LSCFN | Notify Canada of desire to initiate negotiations. | At discretion |
| LSCFN, Yukon, Canada | Prepare workplan identifying time lines and resources for negotiations. | Within 60 days after notification, 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 |
| LSCFN, Yukon, Canada | Negotiate administration of justice agreement. | Negotiations to begin within two years of Effective Date, or as soon thereafter as the Parties agree is reasonable |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the LSCSGA Plan, Canada shall provide a negotiated level of funding for the participation of the LSCFN in negotiations in respect of administration of justice. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.
2. Canada shall provide to Yukon a level of funding to be negotiated by Canada and Yukon to support Yukon's participation in the negotiation of administration of justice agreements contemplated by the LSCSGA.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A " ACTIVITY SHEETS**

- PROJECT:** Interim arrangements for administration of justice
- RESPONSIBLE PARTY:** LSCFN, Yukon
- PARTICIPANT / LIAISON:** Canada
- REFERENCED CLAUSES:** 13.6.4 Until the expiry of the time described in 13.6.6 or an agreement is entered into pursuant to 13.6.1 and 13.6.2:
- 13.6.4.1 the Little Salmon/Carmacks First Nation shall have the power to establish penalties of fines up to \$5000 and imprisonment to a maximum of six months for the violation of a law enacted by the Little Salmon/Carmacks First Nation;
 - 13.6.4.2 the Supreme Court of the Yukon Territory, the Territorial Court of the Yukon, and the Justice of the Peace Court shall have jurisdiction throughout the Yukon to adjudicate in respect of laws enacted by the Little Salmon/Carmacks First Nation in accordance with the jurisdiction designated to those courts by Yukon Law except that any offence created under a law enacted by the Little Salmon/Carmacks First Nation shall be within the exclusive original jurisdiction of the Territorial Court of the Yukon;
 - 13.6.4.3 any offence created under a law enacted by the Little Salmon/Carmacks First Nation shall be prosecuted as an offence against an enactment pursuant to the Summary Convictions Act, R.S.Y. 1986, c. 164 by prosecutors appointed by the Yukon; and
 - 13.6.4.4 any term of imprisonment ordered by the Territorial Court of the Yukon pursuant to 13.6.4.1 shall be served in a correctional facility pursuant to the Corrections Act, R.S.Y., 1986c.36.
- CROSS REFERENCES:** 13.1 (all), 13.2 (all), 13.3 (all), 13.6.5 (all), 13.6.6, 13.6.7

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|--|---|
| LSCFN | Research and establish penalties under LSCFN law that are consistent with the interim justice provisions as part of lawmaking activity. | As decided by LSCFN |
| LSCFN, Yukon, Canada | Develop arrangements and procedures required for co-ordination of activities between Yukon, Canada and LSCFN, as appropriate, for interim justice. | Concurrent with development of LSCFN laws which create offenses |
| LSCFN | Enforce LSCFN laws. | As required |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

| | | |
|-------|--|-------------|
| Yukon | Unless otherwise ordered by a court or agreed to pursuant to LSCSGA 13.6.5.2, administer justice in accordance with 13.6.4, including, but not limited to, prosecution of offenses under LSCFN laws, administering dispositions and enforcing judgements, providing probation and corrections services, and any other activities that may be required. | As required |
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**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

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| PROJECT: | Enactment of LSCFN laws in relation to taxation |
| RESPONSIBLE PARTY: | LSCFN |
| PARTICIPANT / LIAISON: | Government |
| REFERENCED CLAUSES: | <p>14.1 The Little Salmon/Carmacks First Nation shall have the power to enact laws in relation to:</p> <p style="padding-left: 40px;">14.1.1 taxation, for local purposes, of interests in Settlement Land and of occupants and tenants of Settlement Land in respect of their interests in those lands, including assessment, collection and enforcement procedures and appeals relating thereto;</p> <p style="padding-left: 40px;">14.1.2 other modes of direct taxation of Citizens (and, if agreed under 14.5.2, other persons and entities) within Settlement Land to raise revenue for Little Salmon/Carmacks First Nation purposes; and</p> <p style="padding-left: 40px;">14.1.3 the implementation of measures made pursuant to any taxation agreement entered into pursuant to 14.8.</p> <p>14.3 The Little Salmon/Carmacks First Nation shall not exercise its power to enact laws pursuant to 14.1.1 until the expiration of three years following the Effective Date, or until such earlier time as may be agreed between the Little Salmon/Carmacks First Nation and the Yukon.</p> <p>14.4 The Little Salmon/Carmacks First Nation shall not exercise its power to enact laws pursuant to 14.1.2 until the expiration of three years following the Effective Date.</p> |
| CROSS REFERENCES: | 8.4 (all), 13.5.3, 13.5.5, 13.5.6, 13.5.7 (all), 13.6.0 (all), 14.2, 14.5 (all), 14.6 (all), 14.8, 20.0 (all), 21.1, 21.2, 21.3, 21.4 |

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|--|---|
| LSCFN | Prepare law(s). | At discretion |
| LSCFN | Enact law(s). | After 3 years following Effective Date, or in the case of LSCSGA 14.1.1 or 14.1.3, earlier as may be agreed upon by the LSCFN and Yukon |
| LSCFN | Provide Yukon with copy of enacted law(s). | As soon as practicable after enactment |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

LSCFN

Inform those affected by enacted law(s), such as Citizens, holders of interests in Settlement Land, and occupants and tenants of Settlement Land.

Prior to or as soon as practicable after enactment

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Negotiations on coordination of taxation

RESPONSIBLE PARTY: LSCFN, Canada

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 14.5 After the expiration of one year following the Effective Date, or at such earlier time as may be agreed by Canada and the Little Salmon/Carmacks First Nation, Canada and the Little Salmon/Carmacks First Nation shall make reasonable efforts to negotiate agreements on:

14.5.1 the manner in which the Little Salmon/Carmacks First Nation's power to enact taxation laws under 14.1.2 shall be coordinated with existing tax systems; and

14.5.2 the extent, if any, to which the power provided for in 14.1.2 should be extended to apply to other persons and entities within Settlement Land.

CROSS REFERENCES: 14.1, 14.1.2, 14.9

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|---|---|
| LSCFN | Research taxation. | Prior to negotiations |
| LSCFN | Notify Canada of desire to initiate | At discretion |
| LSCFN and Canada | Prepare workplan identifying time lines and resources for negotiations. | Within 60 days after notification, 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 |
| LSCFN and Canada | Make reasonable efforts to negotiate taxation agreement. | After one year following the Effective Date or earlier as may be agreed upon by Canada and |

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the LSCSGA Plan, Canada shall provide a negotiated level of funding for the participation of the LSCFN in taxation agreement negotiations. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.
2. The responsible parties will endeavour to inform the Yukon of the progress of the negotiations.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

- PROJECT:** Sharing of tax room in respect of property taxes or an adjustment in amounts referred to in 14.9
- RESPONSIBLE PARTY:** LSCFN, Yukon
- PARTICIPANT / LIAISON:** Canada
- REFERENCED CLAUSES:**
- 14.6 When the Little Salmon/Carmacks First Nation exercises its jurisdiction, or assumes responsibility, for the management, administration and delivery of local services and, as a consequence, exercises property taxation powers under 14.1.1, the Yukon shall undertake to ensure a sharing of tax room in respect of property taxes or an adjustment in amounts referred to in 14.9, as the case may be, which is equitable.
 - 14.6.1 To the extent that the Little Salmon/Carmacks First Nation imposes property taxation for local purposes, the Yukon shall ensure that Yukon municipalities do not incur any consequential net loss.
 - 14.6.2 The Little Salmon/Carmacks First Nation and the Yukon shall enter into negotiations as necessary to provide for the efficient delivery of local services and programs.
 - 14.8 The Yukon Minister of Finance may enter into taxation agreements with the Little Salmon/Carmacks First Nation.
- CROSS REFERENCES:** 14.1, 14.1.1, 14.3, 14.9, 26.0 (all)

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|--|---|
| LSCFN | Research and develop policies regarding property taxation of interests on Settlement | At discretion |
| LSCFN | Notify Yukon and Canada of desire to initiate negotiations. | At discretion |
| LSCFN, Yukon, Canada | Prepare workplan identifying time lines and resources for negotiations. | Within 60 days after notification, 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 |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

| | | |
|----------------------|---|---------------------------------|
| Yukon, LSCFN | Negotiate LSCFN exercise of property tax power including sharing of tax room by Yukon or an adjustment in amounts referred to in 14.9, as the case may be, and arrangements | In accordance with the workplan |
| Yukon, LSCFN | Propose to other party to enter into a taxation agreement pursuant to 14.8 of the LSCSGA. | At discretion |
| LSCFN, Yukon, Canada | If LSCFN and Yukon Minister of Finance decide to enter into taxation agreements pursuant to 14.8, prepare workplan identifying time lines and | Prior to negotiations |
| Yukon, LSCFN | Negotiate taxation agreements. | In accordance with the workplan |

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the LSCSGA Plan, Canada shall provide a negotiated level of funding for the participation of the LSCFN in taxation agreement negotiations. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.
2. Canada shall provide to Yukon a level of funding to be negotiated by Canada and Yukon to support Yukon's participation in the negotiation of the taxation agreements contemplated by the LSCSGA.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Recommendation of Legislation to provide taxation powers or exemptions

RESPONSIBLE PARTY: Canada, LSCFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 14.7 Where, following the ratification date of this Agreement, Parliament enacts Legislation providing:

14.7.1 taxation powers to an Indian government other than those provided for in this Agreement; or

14.7.2 tax exemptions for an Indian government, or an entity owned by an Indian government, other than those provided for in this Agreement,

Canada shall, upon the request in writing of the Little Salmon/Carmacks First Nation, recommend Legislation to the appropriate legislative authority to provide the Little Salmon/Carmacks First Nation with those other powers or exemptions on the same terms as are set out in the Legislation which provides the powers or exemptions to the other Indian government or entity.

CROSS REFERENCES: None identified

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|--|---|
| LSCFN | Monitor and research desirability of incorporating tax powers or exemptions as provided to other Indian Governments through federal Legislation. | After federal Legislation regarding Indian Government taxation powers or tax exemption is enacted |
| LSCFN | Make request in writing for Canada to recommend Legislation. | At discretion |
| LSCFN, Canada | Discuss and agree on terms of Legislation. | At discretion of LSCFN |
| Canada | Recommend taxation Legislation to appropriate legislative authority. | After request by LSCFN |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Payment by LSCFN to taxing authority of an amount equivalent to Property Taxes

RESPONSIBLE PARTY: Yukon, LSCFN, taxing authority

PARTICIPANT / LIAISON: Canada

REFERENCED CLAUSES: 14.9 Settlement Land, other than Fee Simple Settlement Land, shall be exempt from Property Taxes provided that the Little Salmon/Carmacks First Nation shall pay annually to the taxing authority in respect of that Settlement Land, an amount equal to the aggregate of the amount of taxes which would be payable to the taxing authority for that year under the Laws of General Application if that land was not exempt from Property taxes.

CROSS REFERENCES: 14.10; LSCFA 26.4.0 (all); LSCFA Plan Annex A 20.7.1

| RESPONSIBILITY | ACTIVITIES | TIMING |
|---------------------------------------|---|--|
| Yukon, LSCFN | Discuss and attempt to reach agreement on which properties on LSCFN Settlement Land would be subject to property tax under the Laws of General Application. | As soon as practicable after the Effective date and prior to finalization of assessment roll |
| <u>In the year of Effective Date:</u> | | |
| Yukon | Provide LSCFN a listing of Settlement Land which would be subject to property tax and amount of tax that would be payable under Laws of General Application. | No later than 90 days after Effective Date in the year of Effective Date |
| LSCFN, Yukon | Review list and amount of taxes that would be payable under Laws of General Application. | As soon as practicable |
| LSCFN | Make payment to taxing authority. | No later that 180 days after the Effective Date or July 2, whichever is the later |
| <u>In subsequent years:</u> | | |
| Taxing authority | Provide LSCFN with a listing of Settlement Land which would be subject to property tax and amount of tax that would be payable under Laws of General Application. | Annually, by May 15 |
| LSCFN, taxing authority | Review list and amount of taxes that would be payable under Laws of General Application. | As soon as practicable |
| LSCFN | Make payment to taxing authority. | Annually, by July 2 |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PLANNING ASSUMPTIONS

1. In order to determine the amount of taxes that would be payable under the Laws of General Application pursuant to LSCSGA 14.9, Settlement Land, other than Fee Simple Settlement Land, will be assessed under the Assessment and Taxation Act. R.S.Y. 1986, c. 10 and the assessment appeal process under that Act will also apply.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Assistance to LSCFN with payment of the amounts referred to in 14.9

RESPONSIBLE PARTY: Canada, LSCFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 14.10 During a 10-year transitional period beginning with the Effective Date, Canada shall assist the Little Salmon/Carmacks First Nation with the payment of the amounts referred to in 14.9. The Assistance shall be 100 percent in year one, decreasing by 10 percentage points per year, to 10 percent in year 10. During such time, Canada shall have the same rights in respect of any assessment as a property owner.

CROSS REFERENCES: 14.9; LSCFA Plan Annex A 20.7.1

| RESPONSIBILITY | ACTIVITIES | TIMING |
|--|---|---|
| <u>If the Effective Date falls on January 1:</u> | | |
| Canada, LSCFN | Prepare a multi-year funding arrangement with the LSCFN to reimburse the amounts equivalent to the Property Taxes that would be payable under the Laws of General Application if the land were not exempt from Property Taxes. Forward the multi-year funding | As soon as practicable after Effective Date |
| LSCFN | Return signed multi-year funding arrangement to Canada. | As soon as practicable after signing multi-year funding arrangement |
| LSCFN | Provide to Canada evidence of the amounts paid pursuant to 14.9 by LSCFN for each calendar year. | As soon as practicable after the amounts are paid by LSCFN, in the year of the Effective Date and each subsequent year for nine years |
| Canada | Following receipt of information from LSCFN about the amount paid by LSCFN in a calendar year, calculate the amount of the assistance to be paid. | Annually, as soon as practicable after receipt of information from LSCFN |
| Canada | Pay to LSCFN the amount of assistance stipulated in the funding arrangement. | As soon as practicable |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

If the Effective Date falls on a day between January 2 and December 31, inclusive:

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|--------|---|--|
| Canada | Prepare a multi-year funding arrangement with the LSCFN to reimburse the amounts equivalent to the Property Taxes that would be payable under the Laws of General Application if the land were not exempt from Property Taxes. Forward the multi-year funding arrangement to LSCFN. | As soon as practicable after Effective Date |
| LSCFN | Return signed multi-year funding arrangement to Canada. | As soon as practicable after signing multi-year funding arrangement |
| LSCFN | Provide to Canada evidence of the amounts paid by LSCFN pursuant to 14.9 for each calendar year. | As soon as practicable after the amounts are paid by LSCFN, in the year of the Effective Date and each subsequent year for ten years |
| Canada | Following receipt of information from LSCFN about the amount paid by LSCFN in a calendar year, calculate the amount of the assistance to be paid. | Annually, as soon as practicable after receipt of information from LSCFN |
| Canada | Pay to LSCFN the amount of assistance stipulated in the multi-year funding arrangement. | As soon as practicable |

PLANNING ASSUMPTIONS

1. If the Effective Date of the LSCSGA falls on a day other than January 1, the following formulas will be used to calculate the amount of assistance to be paid for each of the ten years for which assistance with payment of the amounts referred to in 14.9 is to be provided. The amount of the assistance provided for each of the ten years will be in respect of portions of two calendar years, calculated as follows:

| | | |
|---|---|--|
| X | = | the number of days in the calendar year from January 1 up to and including the day prior to the Effective Date or the anniversary thereof; |
| Y | = | the number of days remaining in the calendar year, from the Effective Date or anniversary thereof to December 31, inclusive; and, |
| T | = | the amounts referred to in 14.9 paid by LSCFN for that calendar year. |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

Assistance:

| | | | |
|----------|--|---|-------|
| YEAR 1: | $(T \times Y/365) \times 100\%$ | = | _____ |
| YEAR 2: | $(T \times X/365) \times 100\% + (T \times Y/365) \times 90\%$ | = | _____ |
| YEAR 3: | $(T \times X/365) \times 90\% + (T \times Y/365) \times 80\%$ | = | _____ |
| YEAR 4: | $(T \times X/365) \times 80\% + (T \times Y/365) \times 70\%$ | = | _____ |
| YEAR 5: | $(T \times X/365) \times 70\% + (T \times Y/365) \times 60\%$ | = | _____ |
| YEAR 6: | $(T \times X/365) \times 60\% + (T \times Y/365) \times 50\%$ | = | _____ |
| YEAR 7: | $(T \times X/365) \times 50\% + (T \times Y/365) \times 40\%$ | = | _____ |
| YEAR 8: | $(T \times X/365) \times 40\% + (T \times Y/365) \times 30\%$ | = | _____ |
| YEAR 9: | $(T \times X/365) \times 30\% + (T \times Y/365) \times 20\%$ | = | _____ |
| YEAR 10: | $(T \times X/365) \times 20\% + (T \times Y/365) \times 10\%$ | = | _____ |
| YEAR 11: | $(T \times X/365) \times 10\%$ | = | _____ |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Withdrawal of delivery of services for non-payment after two years of the amounts referred to in 14.9

RESPONSIBLE PARTY: Taxing authority

PARTICIPANT / LIAISON: LSCFN

REFERENCED CLAUSES:

14.11 Notwithstanding Laws of General Application, Settlement Land shall not be subject to attachment, seizure or sale for non-payment of the amounts referred to in 14.9. If any such amounts remain unpaid for more than two years, the taxing authority may withdraw the delivery of any or all services to Settlement Land until the outstanding amounts have been paid.

14.12 If amounts referred to in 14.9 remain unpaid six months after the withdraw of any service under 14.11, the taxing authority may attach the assets of the Little Salmon/Carmacks First Nation in addition to all other remedies including the filing of a lien or other instrument against Settlement Land.

CROSS REFERENCES: 14.9

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|--|--|
| Taxing authority | Provide LSCFN with initial notice using double registered mail of the possible withdrawal of delivery of any or all services to such Settlement Land if amounts referred to in 14.9 are not paid within six months of date | If amount referred to in 14.9 is owing for more than 18 months |
| Taxing authority | Notify LSCFN by double registered mail that services may be withdrawn by a specific date (six months after issuance of initial notice) if amounts referred to in 14.9 are not paid by that date. | If amounts referred to in 14.9 remain unpaid after two years |
| Taxing authority | Provide notice to LSCFN if taxing authority decides to attach the assets of the LSCFN and/or to initiate other remedies. | If amounts referred to in 14.9 remain unpaid six months after the withdrawal of services under 14.11 |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A " ACTIVITY SHEETS**

- PROJECT:** LSCFN performing a function of government for the purpose of paragraph 149(l)(c) of the Income Tax Act, S.C. 1970-71-72, c. 63
- RESPONSIBLE PARTY:** LSCFN
- PARTICIPANT / LIAISON:** None identified
- REFERENCED CLAUSES:** 15.1 The Little Salmon/Carmacks First Nation shall, for the purposes of paragraph 149(l)(c) of the Income Tax Act, S.C. 1970-71-72, c. 63 be deemed to be a public body performing a function of government in Canada for each taxation year of the Little Salmon/Carmacks First Nation where, at all times during the year:
- 15.1.1 all of its real property and all or substantially all of its tangible personal property was situate on Settlement Land;
 - 15.1.2 it did not carry on any business other than a business carried on by it on Settlement Land, the primary purpose of which was to provide goods or services to Citizens or residents of Settlement Land; and
 - 15.1.3 all or substantially all of its activities were devoted to the exercise of its powers of government authorized under this Agreement, Self-Government Legislation, its Settlement Agreement or Settlement Legislation,
- and for these purposes, the taxation year of the Little Salmon/Carmacks First Nation shall be the calendar year or such other fiscal period as the Little Salmon/Carmacks First Nation may elect.
- CROSS REFERENCES:** None identified

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|---|--|
| LSCFN | Prepare initial list of and situation of all of the real and tangible personal property in accordance with tax requirements (paragraph 149(1)(c) <u>Income Tax Act</u> , S.C. 1970-71-72 c. | Prior to the end of the LSCFN's first fiscal year following Effective Date |
| LSCFN | Maintain list and situation of all real and tangible personal property. | Ongoing |
| LSCFN | Maintain records of the activities required for the exercise of the powers of government pursuant to LSCSGA15.1.3. | Ongoing |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Taxation of LSCFN "subsidiaries"

RESPONSIBLE PARTY: LSCFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 15.3 No tax shall be payable under the Income Tax Act, S.C. 1970-71-72, c. 63 for a taxation year on the income property or capital of a corporation, in this clause referred to as "the subsidiary", where, at all times during the year:

15.3.1 all the shares and capital of the subsidiary are owned by the Little Salmon/Carmacks First Nation or by another subsidiary that satisfies the requirements of 15.3.1, 15.3.2, 15.3.3, 15.3.4 and 15.3.5;

15.3.2 no part of the earnings of the subsidiary are available to any person other than the Little Salmon/Carmacks First Nation or to another subsidiary that satisfies the requirements of 15.3.1, 15.3.2, 15.3.3, 15.3.4, and 15.3.5;

15.3.3 all of the real property and all or substantially all of the tangible personal property of the subsidiary is situate on Settlement Land;

15.3.4 the subsidiary did not carry on any business other than a business carried on by it on Settlement Land, the primary purpose of which was to provide goods or services to Citizens or residents of Settlement Land, provided that any revenue arising from the provision of goods or services to persons other than Citizens or residents of Settlement Land comprises only an incidental portion of the total revenue from the business; and

15.3.5 the subsidiary was not a Settlement Corporation established pursuant to Chapter 20 of the Final Agreement.

CROSS REFERENCES: None identified

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|--------------------------|---------------|
| LSCFN | Maintain share register. | As required |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Negotiation of terms of a new LSCFTA

RESPONSIBLE PARTY: LSCFN, Canada

PARTICIPANT / LIAISON: Yukon

REFERENCED CLAUSES: 16.12 At least one year prior to the date of expiry of the then current self-government financial transfer agreement Canada and the Little Salmon/Carmacks First Nation shall begin negotiating the terms of a new self-government financial transfer agreement. Until a new agreement has been concluded, the financing provisions of the expiring self-government financial transfer agreement, other than those dealing with start-up and one-time cost, shall continue for a further two years or for such period as may be agreed by Canada and the Little Salmon/Carmacks First Nation

CROSS REFERENCES: 6.6, 6.6.2, 16.1, 16.14, 16.15, 24.1, 24.4, 24.5; LSCFTA 12.0 (all)

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|--|---|
| LSCFN, Canada | Prepare to negotiate a new LSCFTA. | At least one year prior to the expiry of the then current LSCFTA, and in sufficient time to complete the negotiation of a subsequent LSCFTA |
| LSCFN, Canada | Negotiate a subsequent LSCFTA pursuant to the provisions in LSCSGA 16.0. | At least one year prior to the expiry of the then current LSCFTA, in accordance with LSCFTA 12.7 |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Negotiation of assumption of responsibilities by LSCFN

RESPONSIBLE PARTY: LSCFN, Government

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 17.1 During the term of a self-government financial transfer agreement the Little Salmon/Carmacks First Nation and Government shall negotiate the assumption of responsibility by the Little Salmon/Carmacks First Nation for the management, administration and delivery of any program or service within the jurisdiction of the Little Salmon/Carmacks First Nation, whether or not the Little Salmon/Carmacks First Nation has enacted a law respecting such matter.

17.2 The Little Salmon/Carmacks First Nation shall notify Government by March 31st of each year of its priorities for negotiations pursuant to 17.1 for the fiscal year beginning April 1st of that year. Within 60 days of receipt of such notification, the Parties shall prepare a workplan to address the Little Salmon/Carmacks **First** Nation's priorities for negotiation. The workplan shall identify time lines and resources available for negotiations.

CROSS REFERENCES: 16.0 (all), 17.3 (all). 17.4, 17.5, 17.6, 18.0 (all), 24.2,24.2.2, 24.3,24.4,24.5; LSCFA 26.4.0 (all); LSCSGA Plan paragraph 3.6.1

| RESPONSIBILITY | ACTIVITIES | TIMING |
|--|--|---|
| LSCFN | Research areas where LSCFN wishes to assume responsibility for management of a program or service within LSCFN jurisdiction, | At discretion |
| <u>In the first year in which the LSCSGA is in effect:</u> | | |
| LSCFN | Notify Government of priorities for program or service transfer negotiations for that fiscal year. | Within 90 days of Effective Date and, in any case, no later than August 1 |
| LSCFN, Government | Prepare workplan identifying time lines and resources for negotiations. | Within 60 days of notification by LSCFN |
| 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 |
| LSCFN, Government | Negotiate program or service transfer and prepare implementation plan pursuant to | Pursuant to the workplan |
| LSCFN, Canada | Negotiate funding agreement in accordance with LSCSGA 17.5 or 17.6. | Pursuant to the workplan |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

After Effective Date:

| | | |
|-------------------|--|---|
| LSCFN | Notify Government of priorities for program or service transfer negotiations for next fiscal | By March 31 each year |
| LSCFN, Government | Prepare workplan identifying time lines and resources for negotiations. | Within 60 days of notification by LSCFN |
| 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 |
| LSCFN, Government | Negotiate program or service transfer, and prepare implementation plan pursuant to | Pursuant to the workplan |
| LSCFN, Canada | Negotiate funding agreement in accordance with LSCSGA 17.5 or 17.6. | Pursuant to the workplan |

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the LSCSGA Plan, Canada shall provide a negotiated level of funding for the participation of the LSCFN in program or service transfer negotiations. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS**

| | |
|-------------------------------|--|
| PROJECT: | Government of Yukon financial contributions |
| RESPONSIBLE PARTY: | Yukon, Canada |
| PARTICIPANT / LIAISON: | None identified |
| REFERENCED CLAUSES: | <p>18.1 The contribution of the Yukon shall be subtracted from the expenditure base of any fiscal transfer arrangement in effect at the time, and shall be calculated by Government to be the aggregate of the following:</p> <p>18.1.1 the savings in expenditures realized by the Yukon as a result of the Little Salmon/Carmacks First Nation's assumption of responsibility for programs and services, taking into account efficiency and economy as well as losses in efficiency that result from the Yukon's continuing responsibility for such programs and services; minus</p> <p>18.1.2 an amount equal to losses in tax revenues resulting from the Little Salmon/Carmacks First Nation occupying tax room previously occupied by the Yukon, but only if the revenue capacity associated with the tax room previously occupied by Yukon remains included in the revenue capacity of the Yukon for the purpose of determining the federal fiscal transfer; minus</p> <p>18.1.3 the monetary value of technical assistance and other contributions in kind provided by the Yukon; as well as</p> <p>18.1.4 any other factors as Canada and the Yukon may agree,</p> <p>but in all cases, the Yukon shall continue to have the capacity to provide to Yukon residents the services for which it remains responsible, at a level or quality comparable to those prevailing prior to assumption of responsibility by the Little Salmon/Carmacks First Nation for the programs and services.</p> <p>18.2 Any one-time net savings to the Yukon resulting from the Little Salmon/Carmacks First Nation's assumption of responsibilities shall be paid by the Yukon to Canada in instalments of an amount and in accordance with a schedule to be agreed upon.</p> <p>18.3 The calculation of net savings pursuant to 18.0 shall be made solely at the time that the Little Salmon/Carmacks First Nation initially assumes responsibility for that program or service or part thereof.</p> <p>18.4 Should there be no fiscal transfer arrangement as contemplated in 18.1 that is in effect at the time, then the Yukon contribution shall be provided for under an agreement to be negotiated by Canada and the Yukon, and shall be based on the stipulations enumerated in 18.1.</p> |
| CROSS REFERENCES: | 24.2, 24.2.1 |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|---|----------------------|
| Yukon, Canada | Calculate Yukon contribution and make financial adjustments in accordance with LSCSGA 18.0 (all). | As the parties agree |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Consideration of revenue capacity associated with tax base

RESPONSIBLE PARTY: LSCFN, Canada

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 19.1 If the Little Salmon/Carmacks First Nation has access to a tax base, the revenue capacity associated with that tax base may be considered in determining the level of funding to be received pursuant to the Little Salmon/Carmacks First Nation self-government financial transfer agreement, provided that:

19.1.1 the revenue capacity associated with the tax base will be subject to offset at a ratio of less than 1:1;

19.1.2 any such revenue capacity shall be excluded entirely from such consideration for a period of two years following the date that the Little Salmon/Carmacks First Nation obtains access to that tax base; and

19.1.3 the tax rate or rates used to measure revenue capacity during a further period beyond the initial two years shall take into account the capability of the Little Salmon/Carmacks First Nation to exploit that tax base.

CROSS REFERENCES: 14.0 (all), 16.3 (all), 16.12

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|---|--|
| LSCFN and Canada | Estimate and agree upon the revenue capacity of the tax base. | Two years following LSCFN's access to tax base |
| LSCFN and Canada | Determine and agree upon the capability of the LSCFN to exploit that tax base. | As required |
| LSCFN and Canada | Determine and agree upon the ratio to be used in the fiscal transfer agreement. | As required |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS**

PROJECT: Establishment and maintenance of a register of laws

RESPONSIBLE PARTY: LSCFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 21.1 The Little Salmon/Carmacks First Nation government shall maintain at its principal administrative offices a register of all laws enacted by the Little Salmon/Carmacks First Nation.

CROSS REFERENCES: 13.0, 14.1,21.3,21.4

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|---|---------------------------------|
| LSCFN | Establish register of laws. | Upon enactment of the first law |
| LSCFN | Maintain laws and amendments in LSCFN register. | As required |

PLANNING ASSUMPTIONS

1. The Constitution will also be maintained in the register of laws.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Establishment of a central registry of constitutions and laws

RESPONSIBLE PARTY: LSCFN, YFNs

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 21.2 The Little Salmon/Carmacks First Nation shall enter into negotiations with other Yukon First Nations with a view to concluding an agreement to establish a central registry of constitutions and laws enacted by Yukon First "Nations.

CROSS REFERENCES: 21.3.21.4

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|--|-------------------|
| YFNs | Negotiate to establish central registry. | As the YFNs agree |
| YFNs | Maintain constitutions, laws and amendments in central registry. | As required |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Development of a list of LSCFN Citizens

RESPONSIBLE PARTY: LSCFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 21.5 The Little Salmon/Carmacks 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 |
|-----------------------|--|--|
| LSCFN | Develop system to record Citizens. | After federal Order in Council giving effect to LSCSGA |
| LSCFN | Prepare and provide initial list to Canada and Yukon. | As soon as possible following Effective Date |
| LSCFN | 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 LSCFN after the federal Order in Council giving effect to the LSCSGA, and will be referenced in the LSCFTA.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Preparation, maintenance and publishing of LSCFN accounts

RESPONSIBLE PARTY: LSCFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 22.1 The Little Salmon/Carmacks 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 |
|-----------------------|--|---------------|
| LSCFN | 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 LSCFN financial administration legislation.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Resolution of dispute over the terms of the LSCFTA

RESPONSIBLE PARTY: LSCFN, Canada

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 24.1 If the Little Salmon/Carmacks 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; LSCFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)

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

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A ~ ACTIVITY SHEETS**

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

RESPONSIBLE PARTY: LSCFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 24.2 If the Little Salmon/Carmacks 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); LSCFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)

| RESPONSIBILITY | ACTIVITIES | TIMING |
|----------------------------------|--|---------------|
| LSCFN 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 LSCFA 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 LSCFA 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 |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

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

RESPONSIBLE PARTY: LSCFN, 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; LSCFA 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 LSCFA 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 LSCFA 26.7.0. | As necessary |
| Parties | Prepare for arbitration. | As necessary |
| Parties | Participate in arbitration process. | As necessary |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

| | |
|-------------------------------|---|
| PROJECT: | Dispute resolution with respect to compatible land use |
| RESPONSIBLE PARTY: | LSCFN, Yukon |
| PARTICIPANT / LIAISON: | Municipality |
| REFERENCED CLAUSES: | <p>25.1 In respect of the Settlement Land described in Appendix A and adjacent Non-Settlement Land:</p> <p>25.1.1 the Little Salmon/Carmacks First Nation, and the Yukon or a municipality within the Traditional Territory, may establish a joint planning structure:</p> <p>25.1.1.1 to develop or recommend amendments to a territorial, municipal or Little Salmon/Carmacks First Nation community or area development land use plan; or,</p> <p>25.1.1.2 to carry out other activities to promote compatible land use;</p> <p>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 Little Salmon/Carmacks First Nation for the purpose of resolving an actual or potential incompatibility in land use of the Non-Settlement Land and adjacent Settlement Land;</p> <p>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 Little Salmon/Carmacks 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;</p> <p>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 Little Salmon/Carmacks First Nation, and either the Yukon or the affected municipality, as the case may be:</p> <p>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</p> <p>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.</p> |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

- 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 Little Salmon/Carmacks 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 Little Salmon/Carmacks 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:

LSCFA 26.4.0 (all), 26.6.0 (all). 26.7.0 (all)

| RESPONSIBILITY | ACTIVITIES | TIMING |
|---|--|---|
| LSCFN, Yukon and/or municipality as appropriate | If parties agree, establish a joint planning structure. | As necessary |
| LSCFN, 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 |
| LSCFN, Yukon or municipality as appropriate | Prepare and present views. | Within a reasonable time period as indicated by proposing party |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

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

**LITTLE SALMON/CARMACKS FIRST NATION
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: LSCFN, other YFN, Government or municipality

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 26.1 The Little Salmon/Carmacks 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 |
|--|--|--------------------------------|
| LSCFN, 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 |
| LSCFN, other YFN. Government or municipality | If parties agree, negotiate agreement(s) pursuant to LSCSGA26.2. | As necessary |
| LSCFN, other YFN. Government or municipality | Implement agreements). | In accordance with agreements) |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

| | |
|-------------------------------|--|
| PROJECT: | Establishment of common administrative and planning structures |
| RESPONSIBLE PARTY: | LSCFN, Government |
| PARTICIPANT / LIAISON: | None identified |
| REFERENCED CLAUSES: | <p>27.1 The Little Salmon/Carmacks 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.</p> <p>27.2 Where affected residents have been consulted through a process developed pursuant to 27.1 and the Little Salmon/Carmacks First Nation or Government is satisfied that affected residents support the establishment of a common administrative and planning structure, the Little Salmon/Carmacks 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.</p> <p>27.3 In the negotiations referred to in 27.2, the Little Salmon/Carmacks First Nation and Government may agree to establish a common administrative and planning structure within part or all of the Traditional Territory.</p> <p>27.4 A common administrative and planning structure established pursuant to 27.3 shall:</p> <p style="padding-left: 40px;">27.4.1 remain under the control of all residents of the Traditional Territory or any agreed upon portion of the Traditional Territory; and</p> <p style="padding-left: 40px;">27.4.2 include direct representation by the Little Salmon/Carmacks First Nation.</p> <p>27.5 The Little Salmon/Carmacks First Nation and Government may agree to delegate responsibilities to a common administrative and planning structure established pursuant to 27.3.</p> <p>27.6 An agreement pursuant to 27.3 to establish a common administrative and planning structure may include provisions respecting:</p> <p style="padding-left: 40px;">27.6.1 the detailed powers and responsibilities of the common administrative and planning structure;</p> <p style="padding-left: 40px;">27.6.2 the exact manner by which the common administrative and planning structure shall be created;</p> <p style="padding-left: 40px;">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;</p> |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

- 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 Little Salmon/Carmacks First Nation and Government may agree.

CROSS REFERENCES: None identified

| RESPONSIBILITY | ACTIVITIES | TIMING |
|-----------------------|--|---|
| LSCFN, Government | If the parties agree, develop a process for consulting affected residents regarding the establishment of common administrative and planning structures. | As necessary |
| LSCFN 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 |
| LSCFN, 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 |
| LSCFN, Government | Negotiate common administrative and planning structures pursuant to LSCSGA 27.0. | In accordance with the workplan |

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the LSCSGA Plan, Canada shall provide a negotiated level of funding for the participation of the LSCFN 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.

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PROJECT: Exercise of powers to enact laws as described in Part 2 of Appendix B

RESPONSIBLE PARTY: LSCFN, Yukon

PARTICIPANT / LIAISON: Village of Carmacks

REFERENCED CLAUSES: 28.1 In respect of the Settlement Land described in Part 1 of Appendix B, the Little Salmon/Carmacks First Nation shall not exercise its powers to enact laws in relation to the matters described in Part 2 of Appendix B, unless otherwise agreed by the Little Salmon/Carmacks First Nation and Government.

CROSS REFERENCES: None identified

| RESPONSIBILITIES | ACTIVITIES | TIMING |
|-----------------------------------|--|---|
| LSCFN, Yukon, Village of Carmacks | At discretion, jointly review existing relevant laws on Settlement Land listed in Appendix B, and powers of LSCFN to enact laws, to foster a common understanding. | As the parties may agree |
| LSCFN or Yukon | At discretion, propose that LSCFN exercise some or all of its powers to enact laws in relation to the matters described in Part 2 of Annex B in respect of the Settlement Land described in Part 1 of Annex B. | As necessary |
| LSCFN, Yukon | Attempt to reach agreement concerning LSCFN exercise of its powers to enact laws in respect of the noted Settlement Land. | Within a reasonable time after the proposal is made |
| LSCFN | If agreement is reached, exercise agreed upon powers to enact laws in respect of the noted Settlement Land. | At discretion |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

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

RESPONSIBLE PARTY: Canada, LSCFN

PARTICIPANT / LIAISON: Yukon

REFERENCED CLAUSES: 29.1 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 Little Salmon/Carmacks 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: LSCFA 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 LSCFA 4.3.6.1 (b). | As necessary |
| LSCFN, Canada | Negotiate a regime for ownership, management and administration of the land. | As necessary |
| LSCFN, Canada, Yukon | Amend LSCFA Appendix A in accordance with LSCFA 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 LSCFA 4.3.6.1 (b) |

**LITTLE SALMON/CARMACKS FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN**

ANNEX B

COORDINATION OF LSCFA AND LSCSGA IMPLEMENTATION

GENERAL REQUIREMENTS

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

RESPONSIBILITIES

3. The LSCFN government and its administrative structure, as established through the LSCFN constitution adopted under the LSCSGA, shall be recognized as the agency responsible for the implementation, on behalf of the LSCFN, 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 LSCFA and LSCSGA, when dealing with LSCFN. Further, should any conflict arise within either government in this regard, it shall be resolved internally and LSCFN shall not be required to deal with such conflicts.

SPECIFIC AREAS OF IMPLEMENTATION COORDINATION

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

ANNEX B - COORDINATION OF LSCFA AND LSCSGA IMPLEMENTATION

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> |
|--------------------------|-----------------------------|---|
| (LSCFA) | (LSCSGA) | |
| Definitions | Definitions | Consistent application |
| 2.0 | 3.0 | Rights of citizens and beneficiaries as Yukon Indian People |
| 2.3.6 | 21.1 | LSCFA amendments published in LSCFN law register |
| 2.7.1 | 16.4.2 | Disclosure of information |
| 2.11.4.1 | Self-Government Legislation | Legal entity |
| 4.3.6.1 | 29.1 | Identification of other Reserves |
| 5.0 | 25.0 | Compatible land use regarding C Settlement Land |
| 5.0 | 28.0 | Laws on certain C Settlement Land |
| 19.0 | 16.8 | LSCFTA 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 |
| LSCFA | 8.2.1, 8.3 | Inconsistency and conflict |