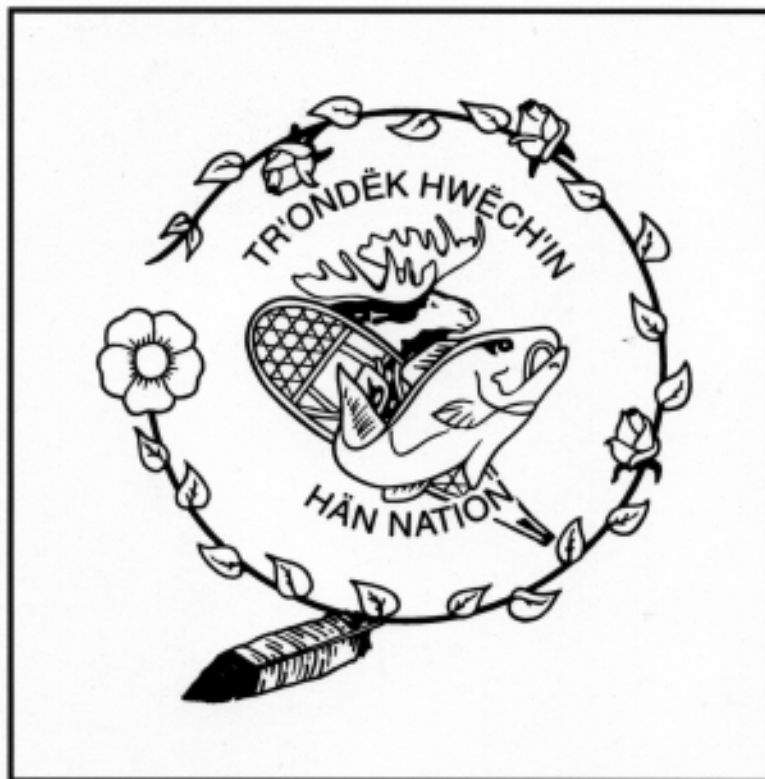


*TR'ONDĚK HWĚCH'IN*  
*FINAL AGREEMENT*  
*IMPLEMENTATION PLAN*



***TR'ONDĚK HWĚCH'IN***

***FINAL AGREEMENT***

***IMPLEMENTATION PLAN***

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# TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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**IMPLEMENTATION PLAN  
FOR THE  
TR'ONDĚK HWĚCH'IN  
FINAL AGREEMENT**

**AMONG:**

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

**AND:**

The Tr'ondëk Hwëch'in, as represented by its duly  
authorized representatives (hereinafter called the "TH");

**AND:**

**The Government of the Yukon, as represented by the**  
Government Leader (hereinafter called the "Yukon");

(hereinafter called the "Parties").

**WHEREAS:**

The Parties signed the Tr'ondëk Hwëch'in Final Agreement (hereinafter called the  
"THFA") on the 1<sup>st</sup> day of July, 1998;

chapter 28 of the THFA, among other things, provides for the completion and  
approval by the Parties of an implementation plan for the THFA (hereinafter called  
the "THFA Plan"); and

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

## **TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

NOW THEREFORE, the Parties agree as follows:

### **1.0 Interpretation of the THFA Plan**

- 1.1 No provision of the THFA Plan shall be considered an amendment to, modification of, or derogation from the provisions of the THFA.
- 1.2 Where there is any inconsistency or conflict between the provisions of the THFA Plan and the provisions of the THFA, the provisions of the THFA shall prevail to the extent of the inconsistency or conflict.
- 1.3 Unless the context otherwise requires, capitalized words and phrases in the THFA Plan shall have the meanings assigned in the THFA.
- 1.4 The THFA Plan shall be interpreted so as to promote the implementation of the provisions of the THFA and to avoid inconsistency or conflict with the provisions of the THFA.
- 1.5 The Umbrella Final Agreement Implementation Plan, as signed on the 29th day of May, 1993 by the Parties to the Umbrella Final Agreement, which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the Umbrella Final Agreement, and the THFA Plan shall be read together.

### **2.0 Legal status of the THFA Plan**

- 2.1 The THFA Plan shall be attached to but shall not form a part of the THFA.
- 2.2 The provisions of the THFA Plan contained in 2.2 and 4.1 to 4.6 constitute a contract between the Parties. Pursuant to 28.4.8 of the THFA, the Parties expressly intend that the provisions of the remaining portions of the THFA Plan and the provisions of the THFA Plan contained in Annexes A, B, C, D and E do not constitute a contract between the Parties.
- 2.3 Subject to 2.2, the provisions of the THFA Plan represent the agreement of the Parties regarding the manner in which the provisions of the THFA will be implemented, and are not intended to create legal obligations.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### 3.0 Contents of the THFA Plan

3.1 The THFA Plan consists of the provisions contained herein, and the documents set out below:

3.1.1 Annex A: "Activity Sheets" describing specific activities, projects and measures for implementation of the THFA;

3.1.2 Annex B: Arrangements in respect of the:

Regional Land Use Planning Commission;  
Dawson District Renewable Resources Council;  
Settlement Land Committee;

3.1.3 Annex C: An information strategy;

3.1.4 Annex D: Economic Planning;

3.1.5 Annex E: Co-ordination of THFA and Tr'ondëk Hwëch'in Self-Government Agreement (hereinafter called the "THSGA") implementation.

### 4.0 Implementation Funding

4.1 Subject to any amendment of the THFA Plan by the Parties, Canada shall make financial payments to the TH for the implementation of the THFA as follows:

4.1.1 \$471,401 (1997 constant dollars) per annum for on-going implementation activities;

4.1.2 \$1,144,830 (1997 constant dollars) for one-time implementation projects and activities;

4.1.3 \$38,229 (1997 constant dollars) for participation by the TH on the Settlement Land Committee;

4.2 The payments referred to in 4.1.1, 4.1.2 and 4.1.3 above shall be escalated from 1997 constant dollars to their Entry-Year Value as defined in the Tr'ondëk Hwëch'in Financial Transfer Agreement (hereinafter called the "THFTA") dated the 16<sup>th</sup> day of July, 1998, in accordance with the computation method for annual adjustment set out in Schedule I, Part 6 of the Umbrella Final Agreement Implementation Plan.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

- 4.3 The payment referred to in 4.1.1 above shall be made in accordance with the provisions of the THFTA and shall be escalated from its Entry-Year Value in accordance with the computation method for the Annual Price Escalator set out in Annex 6 of the THFTA.
- 4.4 The payments referred to in 4.1.2 and 4.1.3 above shall be made as a lump sum payment, by a transfer agreement other than the THFTA, as an unconditional grant as soon as practicable after the THFA becomes effective, not subject to the Cash Management Policy of the Government of Canada.
- 4.5 The payment of the amounts set out in 4.1.1, 4.1.2 and 4.1.3 above, or any amended amount required to be paid, represents the fulfilment of Canada's obligation to provide funding to the TH for the period of time identified in the THFTA.
- 4.6 Subject to any amendment of the THFA Plan by the Parties, the Yukon shall pay \$80,279 (1997 constant dollars) per annum to the Dawson District Renewable Resources Council established pursuant to 16.6.0 of the THFA. This payment will be subject to annual adjustments in the manner described in Part 6 of Schedule I of the Umbrella Final Agreement Implementation Plan.
- 4.7 Subject to any amendment of the THFA Plan by the Parties, the payment by Canada to the Yukon of the amount described in 4.6, or any amended amount required to be paid, represents the fulfilment of Canada's obligation to provide funding to the Dawson District Renewable Resources Council for the first ten year period, pursuant to 16.6.7 of the THFA.
- 4.8 The Yukon, following consultation with the TH, shall establish funding arrangements with the Dawson District Renewable Resources Council. The funding arrangements shall specify the manner and timing of payments and may provide a schedule of payments within any one fiscal year.
- 4.9 The Dawson District Renewable Resources Council shall be provided the degree of flexibility within its funding arrangements to allocate, re-allocate and manage funds within its approved budget in a manner similar to that generally accorded to comparable agencies of government.
- 4.10 The TH shall provide an amount of up to \$38,229 (1997 constant dollars) for its participation on the Settlement Land Committee established pursuant to 15.3.0 of the THFA.

## **TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

- 4.11 Notwithstanding the provisions of 4.1.3 above, Government may enter into agreements with the TH to provide funding for any projects, activities and responsibilities to be undertaken by the Settlement Land Committee, in addition to the projects, activities and responsibilities described in the THFA. Notwithstanding the provisions of 4.6 above, Government may enter into agreements with the Dawson District Renewable Resources Council to provide funding for any projects, activities and responsibilities to be undertaken by the Dawson District Renewable Resources Council in addition to the projects, activities and responsibilities reflected in an annual budget approved by Government pursuant to THFA 2.12.2.8.

### **5.0 Implementation Plan Monitoring**

- 5.1 Within 30 days after the Effective Date of the THFA, each of the Parties shall appoint a representative to act on its behalf, who shall use best efforts to resolve any issue which may arise in relation to the implementation of the THFA Plan.

### **6.0 Implementation Plan Review**

- 6.1 Unless the Parties otherwise agree, they shall complete a review of the THFA Plan to determine the adequacy of the provisions of the THFA Plan and of the implementation funding provided under the THFA Plan,
- 6.1 .1 in the fifth fiscal year following the Effective Date of the THFA;
- 6.1.2 in the ninth fiscal year following the Effective Date of the THFA; and
- 6.1.3 thereafter, as the Parties may agree.
- 6.2 The Parties shall make best efforts to complete a review pursuant to 6.1 by the first day of July in the fiscal year prior to the year in which the recommendations of the review will be implemented.

### **7.0 Amendment**

- 7.1 The Parties, by agreement, may amend the THFA Plan at any time, and any amendment to the THFA Plan shall be made in writing by the Parties.



## **TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

- 7.2 The Parties shall consider whether to amend the THFA Plan as a result of any recommendation from representatives of the Parties or any recommendations arising from a review conducted pursuant to 6.1. Financial resources provided pursuant to an amendment of the THFA Plan shall be provided in the manner described in the amended THFA Plan.

### **8.0 Effective Date of the THFA Plan**

- 8.1 The THFA Plan shall take effect as of the Effective Date of the THFA.

### **9.0 Signing of the THFA Plan**

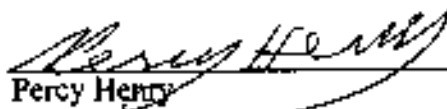
- 9.1 The THFA Plan may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document, and the date of the THFA Plan shall be deemed to be the date on which the last party signs.

TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

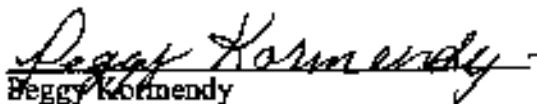
SIGNED at Dawson City, the 16 day of July, 1998.


The Tr'ondëk Hwëch'in:

  
Steve Taylor  
Chief, Tr'ondëk Hwëch'in

  
Percy Henry

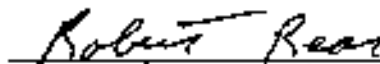
Witnesses:


  
Peggy Kornmady

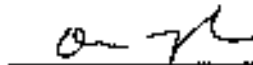
  
Hilda Titus


  
Angie Joseph-Rear

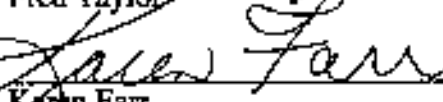
  
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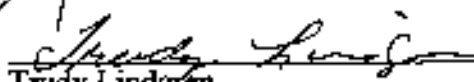
  
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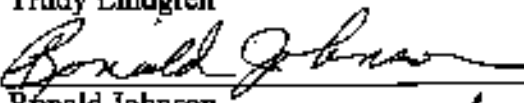
  
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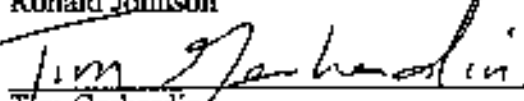
  
Duane Taylor

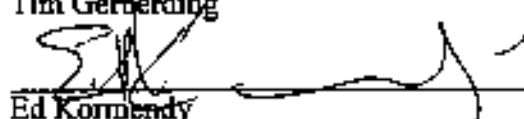
  
Fred Taylor

  
Karen Farr

  
Trudy Lindgren

  
Ronald Johnson

  
Tim Gerberding

  
Ed Kornmady

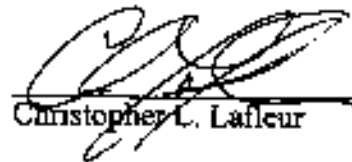
TR'ONDĚK HWĚCH'TIN FINAL AGREEMENT IMPLEMENTATION PLAN

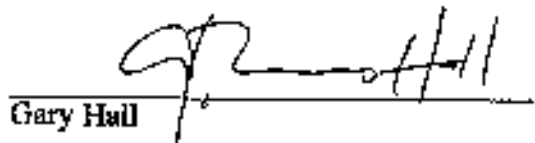
SIGNED at HULL, QUÉBEC, the 14<sup>th</sup> day of July, 1998.

Her Majesty the Queen in right  
of Canada:

Witnesses:

  
The Honourable Jane Stewart  
Minister of Indian Affairs  
and Northern Development

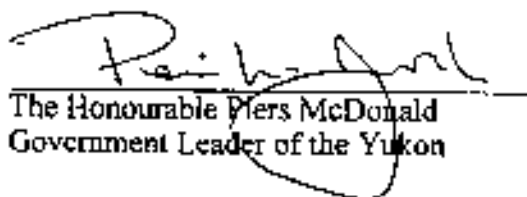
  
Christopher C. Laflair

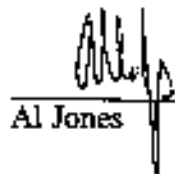
  
Gary Hall

SIGNED at Dawson City, the 16 day of July, 1998.

The Government of the Yukon:

Witness:

  
The Honourable Piers McDonald  
Government Leader of the Yukon

  
Al Jones

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### ACRONYMS

The following acronyms are used in the Annexes of this Plan:

<b>CYI</b>	-	<b>Council for Yukon Indians</b>
<b>DIAND</b>	-	<b>Department of Indian Affairs and Northern Development</b>
<b>DFO</b>	-	<b>Department of Fisheries and Oceans</b>
<b>DND</b>	-	<b>Department of National Defence</b>
<b>FWMB</b>	-	<b>Fish and Wildlife Management Board</b>
<b>LTO</b>	-	<b>Land Titles Office</b>
<b>NRCan</b>	-	<b>Natural Resources Canada</b>
<b>RLUPC</b>	-	<b>Regional Land Use Planning Commission</b>
<b>RRC</b>	-	<b>Renewable Resources Council</b>
<b>SLC</b>	-	<b>Settlement Land Committee</b>
<b>SSC</b>	-	<b>Salmon Sub-Committee</b>
<b>TH</b>	-	<b>Tr'ondëk Hwëch'in</b>
<b>THFA</b>	-	<b>Tr'ondëk Hwëch'in Final Agreement</b>
<b>THSGA</b>	-	<b>Tr'ondëk Hwëch'in Self-Government Agreement</b>
<b>UFA</b>	-	<b>Umbrella Final Agreement</b>
<b>YDAB</b>	-	<b>Yukon Development Assessment Board</b>
<b>YFN</b>	-	<b>Yukon First Nation</b>
<b>YFNFA</b>	-	<b>Yukon First Nation Final Agreement</b>
<b>YGPNB</b>	-	<b>Yukon Geographical Place Names Board</b>
<b>YHRB</b>	-	<b>Yukon Heritage Resources Board</b>

## **TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

### **ANNEX A -- ACTIVITY SHEETS**

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

The activities described in this 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 THFA to be addressed prior to the Effective Date or in the negotiation or ratification of the THFA.

The fact that an activity sheet does not cross-reference the THFA dispute resolution mechanism pursuant to THFA Chapter 26 should not be construed to mean that the dispute resolution mechanism is not applicable to that activity sheet.

Unless otherwise indicated on an activity sheet, workplan discussions and negotiations, in which TH is a party and which take place pursuant to these activity sheets, shall be held in the Town of the City of Dawson (hereinafter referred to as the "City of Dawson") unless reasons arise that make it more reasonable to meet elsewhere.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** UFA amendment

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Canada, Yukon, CYI

### **OBLIGATIONS ADDRESSED:**

2.3.1 Except where expressly provided in the Umbrella Final Agreement, the provisions of the Umbrella Final Agreement may only be amended with the consent of the parties to the Umbrella Final Agreement.

2.3.2 Consent to any amendment pursuant to 2.3.1 may only be given on the part of:

2.3.2.1 Canada, by the Governor in Council;

2.3.2.2 the Yukon, by the Commissioner in Executive Council; and

2.3.2.3 Yukon First Nations by the following process,

- (a) the Council for Yukon Indians shall Consult on all proposed amendments with all Yukon First Nations and shall provide the result of those Consultations to all Yukon First Nations,
- (b) an amendment shall only be considered approved by the Yukon First Nations if it is approved by two thirds of the Yukon First Nations which have Yukon First Nation Final Agreements in effect and which represent at least 50 percent of all Yukon Indian People, and
- (c) the Council for Yukon Indians shall provide Government with a certified copy of a resolution stating that (a) and (b) have been complied with, and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with (a) and (b).

2.3.3 A Yukon First Nation shall approve an amendment to the provisions of the Umbrella Final Agreement in the same way that it approves amendments to the specific provisions of its Yukon First Nation Final Agreement.

2.3.5 Consent to any amendment pursuant to 2.3.4 may only be given on the part of:

2.3.5.1 Canada, by the Governor in Council, except where expressly provided in a Yukon First Nation Agreement;

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- (a) the Minister of Indian Affairs and Northern Development may consent, on behalf of Canada, to any amendment to a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2 or 6.1.8 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement and to any amendment to Schedule E -Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
  - (b) the Governor in Council may delegate to the Minister of Indian Affairs and Northern Development the authority to consent, on behalf of Canada, to any amendment to other specific provisions of this Agreement;
- 2.3.5.2 the Yukon, by the Commissioner in Executive Council, except where expressly provided in a Yukon First Nation Agreement;  
and
  - (a) the Yukon Minister with responsibility for land claims may consent, on behalf of the Yukon, to any amendment to a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2 or 6.1.8 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement and to any amendment to Schedule E - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
  - (b) the Commissioner in Executive Council may delegate to the Yukon Minister with responsibility for land claims the authority to consent, on behalf of the Yukon, to any amendment to other specific provisions of this Agreement;
- 2.3.5.3 a Yukon First Nation by a process set out in that Yukon First Nation Final Agreement.
  - (a) consent to any amendment pursuant to 2.3.4 may only be given on the part of the Tr'ondĕk Hwĕch'in by resolution at a regular or special meeting of the General Assembly;
  - (b) the Tr'ondĕk Hwĕch'in Council shall provide Government with a certified copy of a resolution consenting to an Amendment pursuant to 2.3.5.3(a) and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3(a).

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 2.3.6 Amendments to a Yukon First Nation Final Agreement shall be published in the Canada Gazette, the Yukon Gazette and the Yukon First Nation registry of laws established pursuant to that Yukon First Nation's self-government agreement.

### CROSS REFERENCED CLAUSES: 2.4.3.1, 24.12.3

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Responsibility	Activities	Timing
TH	If TH identifies need to amend the UFA, forward	As necessary proposal for amendment to CYI.
TH	If proposal for UFA amendment originates with another party, receive proposal for amendment from CYI.	When available
TH	Review and communicate views to CYI on response to proposal.	As soon as practicable after receipt of proposal
TH, UFA parties	At discretion, address specific requirements for amendment process.	As soon as practicable, if amendment is to be pursued
TH	Consult with CYI during negotiation of terms of amendment.	As necessary
TH	Review proposed amendment and provide opinion to CYI regarding amendment.	Within reasonable time after negotiations are complete, and according to procedure set out in THFA
TH	Receive notice of and consider opinion of other YFNs.	Within reasonable time
TH	Take steps required to give effect to amendment, including any consequential amendment of the THFA Plan.	As soon as practicable if all UFA parties consent to amendment
Canada, Yukon, TH	Publish the amendment as required by UFA 2.3.6.	As soon as practicable after all UFA parties consent to amendment



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumptions

1. This Activity Plan describes procedure with respect to the activities of TH in respect of UFA amendments. The fourth activity indicates that TH requirements should be addressed in any discussions regarding the approach to the amendment process and specific arrangements to be made to deal with a particular amendment proposal.
2. It is anticipated that TH will participate in the consultation and determination processes undertaken by CYI in respect of UFA amendments, as described in the UFA Implementation Plan, Annex A.
3. The activities and assumptions described above are expected also to apply in respect of amendments pursuant to UFA 16.4.4.1 and 24.12.3, with such modifications as those provisions require.
4. Amendments to legislation may be required to reflect amendments of the UFA.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Amendment of the THFA

**RESPONSIBLE PARTY:** Canada, Yukon, TH

**PARTICIPANT/ LIAISON:** Gwich'in Tribal Council

### **OBLIGATIONS ADDRESSED:**

2.3.4 Except where expressly provided in a Yukon First Nation Final Agreement, a specific provision applicable to that Yukon First Nation may only be amended by the parties to that Yukon First Nation Final Agreement.

2.3.4.1 The parties to this Agreement shall Consult the Gwich'in Tribal Council with respect to any amendment to this Agreement which may affect any rights, obligations or liabilities of the Tetlit Gwich'in set out in the Gwich'in Transboundary Agreement.

2.3.5 Consent to any amendment pursuant to 2.3.4 may only be given on the part of:

2.3.5.1 Canada, by the Governor in Council, except where expressly provided in a Yukon First Nation Agreement;

- (a) the Minister of Indian Affairs and Northern Development may consent, on behalf of Canada, to any amendment to a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2 or 6.1.8 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement and to any amendment to Schedule E -Category 1 Traps, attached to Chapter 16 - Fish and Wildlife;
- (b) the Governor in Council may delegate to the Minister of Indian Affairs and Northern Development the authority to consent, on behalf of Canada, to any amendment to other specific provisions of this Agreement;

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 2.3.5.2 the Yukon, by the Commissioner in Executive Council, except where expressly provided in a Yukon First Nation Agreement;  
and
- (a) the Yukon Minister with responsibility for land claims may consent, on behalf of the Yukon, to any amendment to a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2 or 6.1.8 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement and to any amendment to Schedule E - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
  - (b) the Commissioner in Executive Council may delegate to the Yukon Minister with responsibility for land claims the authority to consent, on behalf of the Yukon, to any amendment to other specific provisions of this Agreement;
- 2.3.5.3 a Yukon First Nation by a process set out in that Yukon First Nation Final Agreement.
- (a) consent to any amendment pursuant to 2.3.4 may only be given on the part of the Tr'ondĕk Hwĕch'in by resolution at a regular or special meeting of the General Assembly;
  - (b) the Tr'ondĕk Hwĕch'in Council shall provide Government with a certified copy of a resolution consenting to an amendment pursuant to 2.3.5.3(a) and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3(a).

2.3.6 Amendments to a Yukon First Nation Final Agreement shall be published in the Canada Gazette, the Yukon Gazette and the Yukon First Nation registry of laws established pursuant to that Yukon First Nation's self-government agreement.

**CROSS REFERENCED CLAUSES:** 5.3.1 (all), 5.15.1, 5.15.2, 6.1.2 (all), 6.1.8 (all), 16.11.4 (all)

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Responsibility	Activities	Timing
Any party	Identify need to amend the THFA and forward proposal for amendment to the other parties.	As necessary

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Parties	Review and respond to the proposal and, if the parties determine that there is an impact on the Tetlit Gwich'in, Consult with the Gwich'in Tribal Council.	As soon as practicable after receipt of the proposal
Parties	At the discretion of the Parties, address specific requirements for the amendment process.	As soon as practicable if the amendment is to be pursued
Parties	Negotiate the terms of the amendment to be submitted for consent and identify the requirements to give effect to the amendment if approved, including changes to the implementation plan if required.	Within a reasonable time, as the Parties may agree
Parties	Initiate the approval process.	As soon as practicable after the negotiations are complete
TH	Provide proposed amendment to all the TH electorate.	As soon as practicable and at least 30 days prior to a regular or special General Meeting of the TH General Assembly
TH	Hold vote on proposed amendment at regular or special General Meeting of the TH General Assembly.	In accordance with the voting process set out in the TH Constitution
<u>Following TH approval process:</u>		
TH	Notify Government of the result of the approval process, and if approval is granted, provide Government with a certified copy of the resolution pursuant to 2.3.5.3(b).	Once TH approval process is complete
Canada and Yukon	Undertake the approval process.	Upon receipt of the TH referendum results approving the amendment

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Governor in Council, Commissioner in Executive Council	If Parties approved amendment, amend by Order in Council.	Once all approvals granted
Parties	Take agreed upon steps necessary to give effect to the amendment, including changes to the implementation plan if required.	As soon as practicable
Canada	Publish amendment in Canada Gazette.	As soon as practicable after the amendment is given effect
Yukon	Publish amendment in Yukon Gazette.	As soon as practicable after the amendment is given effect
TH	Publish amendment in TH law registry.	As soon as practicable after the amendment is given effect

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation during the drafting of any amendment to Settlement Legislation which affects the TH

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

2.4.3.1 Government shall Consult with the Tr'ondëk Hwëch'in during the drafting of any amendment to Settlement Legislation which affects the Tr'ondëk Hwëch'in.

**CROSS REFERENCED CLAUSES:** None identified

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify TH with respect to any proposed amendment to Settlement Legislation which affects the TH. Provide details.	During the drafting of the amendment
TH	Prepare and present views to Government.	Within reasonable time indicated by Government
Government	Give full and fair consideration to the views presented. Notify TH of the outcome.	As soon as practicable upon receipt of TH views

### Planning Assumption

1. This consultation may occur more than once during the drafting process.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** TH legal entities

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

2.11.7 Yukon First Nation Final Agreements may provide for that Yukon First Nation to alter from time to time which of its legal entities shall hold rights, liabilities or obligations pursuant to 2.11.4.

2.11.7.1 Except in respect of 2.5.0, 2.10.1, 4.4.0, 5.9.0 and 5.10.0, the Tr'ondëk Hwëch'in may cause any of its rights, obligations and liabilities set out in this Agreement to be held or performed, on its behalf, by any legal entity wholly controlled by the Tr'ondëk Hwëch'in, or wholly controlled by the Tr'ondëk Hwëch'in and one or more other Yukon First Nations, provided any such arrangement does not adversely affect the exercise of rights, obligations and liabilities set out in this Agreement.

2.11.7.2 The Tr'ondëk Hwëch'in, prior to the Effective Date of this Agreement, shall establish and thereafter maintain a public register identifying all rights, obligations and liabilities held on its behalf pursuant to 2.11.7.1.

2.11.7.3 Government shall not be liable to Tr'ondëk Hwëch'in for any damage or loss suffered by Tr'ondëk Hwëch'in as a result of any failure of the Tr'ondëk Hwëch'in or any entity referred to in 2.11.7.1 to comply with an obligation under this Agreement.

**CROSS REFERENCED CLAUSES:** 2.5.0 (all), 2.10.1, 2.11.4, 4.4.0 (all), 5.9.0 (all), 5.10.0 (all)

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Responsibility	Activities	Timing
TH	Maintain public register identifying all rights, obligations and liabilities held on behalf of TH pursuant to 2.11.7.1.	Ongoing after the Effective Date
TH	At discretion, alter entity holding rights, obligations or liabilities.	As necessary
TH	Amend register to reflect alteration.	As required

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Resolution of overlapping claims

**RESPONSIBLE PARTY:** TH, Overlapping YFN, Yukon and Canada

**PARTICIPANT/ LIAISON:** None identified

### **OBLIGATIONS ADDRESSED:**

Chapter 2 Schedule B

2.1 The Tr'ondëk Hwëch'in shall make best efforts to reach agreement with each Overlapping Yukon First Nation on a Contiguous Boundary.

2.2 The location of a Contiguous Boundary referred to in 2.1 is subject to approval by the other parties to this Agreement.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 3.3, 3.4, 4.0 (all), 5.1

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Responsibility	Activities	Timing
TH	Contact Overlapping YFN and enter discussions making best efforts to agree on a Contiguous Boundary.	As soon as practicable
TH and Overlapping YFN	If agreement is reached, submit agreed upon boundary to Canada and Yukon for approval.	As necessary
Canada and Yukon	Review agreement and notify affected YFNs of determination.	As soon as practicable
TH, Canada and Yukon	Amend TH Traditional Territory to conform with new boundary.	As soon as practicable if Government approval is secured
TH, Canada and Yukon	If future amendment of boundary is desired, seek consent of Overlapping YFN to amend the boundary agreed upon.	As required
Overlapping YFN	Consider request and notify TH, Canada and Yukon of determination.	Upon receipt of request
TH, Canada and Yukon	Amend boundary of TH Traditional Territory.	If consent granted



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Resolution of overlapping claims - panel of Elders

**RESPONSIBLE PARTY:** TH, panel of Elders, Overlapping YFN

**PARTICIPANT/ LIAISON:** Canada and Yukon

### **OBLIGATIONS ADDRESSED:**

#### Chapter 2 Schedule B

- 2.3 At any time at least six months prior to the earliest date when a dispute may be referred to the dispute resolution process pursuant to 3.1, the Tr'ondëk Hwëch'in may agree with an Overlapping Yukon First Nation to establish a panel of elders to consider and make recommendations to those Yukon First Nations on a Contiguous Boundary.
- 2.4 A panel of elders referred to in 2.3 shall make its recommendations in writing no later than the earliest date when a dispute may be referred to the dispute resolution process pursuant to 3.1. The costs of the panel shall be paid by the Yukon First Nations appointing the panel.
- 2.5 A recommendation of a panel on the location of a Contiguous Boundary which is accepted by the Tr'ondëk Hwëch'in and the Overlapping Yukon First Nation is subject to approval by the other parties to this Agreement.
- 2.5.1 Where Canada or the Yukon does not approve the recommendation of a panel under 2.5, it shall give its reasons in writing.

**CROSS REFERENCED CLAUSES:** 2.9.1; Chapter 2 Schedule B 3.1 (all), 3.2 (all), 3.3, 4.0 (all), 5.1

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Responsibility	Activities	Timing
TH	Seek agreement of Overlapping YFN to establish a panel of Elders to make recommendations on boundary.	At least six months before dispute resolution process is available pursuant to 3.1
TH or Overlapping YFN or both	Appoint panel.	If agreement is reached to appoint a panel

## TR'ONDÊK HWÈCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Panel of Elders	Consider issue and make written recommendation to TH and Overlapping YFN on Contiguous Boundary.	No later than the date that a dispute can be referred to dispute resolution pursuant to 3.1
TH and Overlapping YFN	Review recommendation of panel. If accepting the recommendation, forward it to Canada and Yukon.	Upon receipt of recommendation
Canada and Yukon	Consider recommendation approved by TH and Overlapping YFN.	As soon as practicable
Canada and Yukon	Approve or reject recommendation. If rejecting, provide written reasons.	As soon as practicable
TH, Canada and Yukon	If all parties approve, amend TH Traditional Territory boundary.	As soon as practicable

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Resolution of overlapping claims - Dispute Resolution

**RESPONSIBLE, PARTY:** TH, Canada, Yukon, Overlapping YFN

**PARTICIPANT/ LIAISON:** Person appointed to resolve dispute

### **OBLIGATIONS ADDRESSED:**

#### Chapter 2 Schedule B

3.1 In the absence of an approved agreement on the location of a Contiguous Boundary referred to in 2.2 or 2.5, any party to this Agreement or to an Overlapping Yukon First Nation Final Agreement may, at any time after one year from the Effective Date of this Agreement or the Overlapping Yukon First Nation Final Agreement, whichever occurs later, refer the matter of the location of a Contiguous Boundary to the dispute resolution process under 26.3.0 provided:

3.1.1 that Overlapping Yukon First Nation Final Agreement contains specific provisions substantially the same as this schedule; or

3.1.2 the Tr'ondëk Hwëch'in and the Overlapping Yukon First Nation agree to refer the matter to the dispute resolution process under 26.3.0.

3.2 A person appointed under 26.7.0 to resolve a dispute under 3.1 shall have the power:

3.2.1 to determine a Contiguous Boundary, in the Overlapping Area, between the Traditional Territories of the Overlapping Yukon First Nation and the Tr'ondëk Hwëch'in, in addition to the other powers provided in Chapter 26 - Dispute Resolution; and

3.2.2 where a recommendation of a panel under 2.4 has been accepted by the affected Yukon First Nations but not accepted by Government, to direct that the costs of the panel under 2.4 be paid by one or more of the parties to the dispute.

**CROSS REFERENCED CLAUSES:** 2.9.1 (all); Chapter 2 Schedule B 2.2, 2.4, 2.5, 3.1, 3.3, 3.4, 4.0 (all), 5.1, 26.3.0, 26.7.0

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## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Any party to THFA or to an Overlapping YFNFA	Refer dispute to dispute resolution process under 26.3.0 if conditions listed in Chapter 2 Schedule B 3.1.1 or 3.1.2 are met.	After one year from the Effective Date of the later of the YFNFA's
Any party to THFA or to an Overlapping YFNFA	If no agreement at mediation, at discretion, refer dispute to arbitration.	As necessary
Arbitrator	If dispute referred to arbitration, determine Contiguous Boundary.	As required
Arbitrator	At discretion, direct that costs of panel under 2.4 be paid by one or more of the parties, if conditions are met.	When determining Contiguous Boundary
TH, Canada and Yukon	Amend TH Traditional Territory boundary.	As soon as practicable after dispute is resolved

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Final Agreements with Overlapping YFNs

**RESPONSIBLE PARTY:** Government and TH

**PARTICIPANT/ LIAISON:** Overlapping YFNs

### OBLIGATIONS ADDRESSED:

Chapter 2 Schedule B

5.2 Government shall make best efforts:

5.2.1 to ensure that provisions substantially the same as this schedule are included in the Yukon First Nation Final Agreement of an Overlapping Yukon First Nation; and

5.2.2 to conclude the Yukon First Nation Final Agreement of each Overlapping Yukon First Nation within 10 years of the Effective Date of this Agreement.

5.3 Government shall not agree in an Overlapping Yukon First Nation Final Agreement to provisions which resolve conflicts or inconsistencies between that Yukon First Nation Final Agreement and this Agreement in any manner other than as set out in this schedule, without the consent of the Tr'ondëk Hwëch'in.

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
Government	Make best efforts to include provisions substantially the same in the YFNFA of Overlapping YFNs.	During YFNFA negotiations
Government	Make best efforts to complete YFNFA of Overlapping YFNs within 10 years.	
Government	If proposing to include provisions in an Overlapping YFNFA which resolve conflicts or inconsistencies in a manner other than that set out in this schedule, seek consent of the TH.	As required during YFNFA negotiations
TH	Review proposal and notify Government of decision.	Upon receipt of proposal

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government	Incorporate alternate approach.  OR	If consent granted
Government	Abandon proposal.	If consent is not granted

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Traplines in Overlapping Area

**RESPONSIBLE PARTY:** TH, Overlapping YFN

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

Chapter 2 Schedule B

6.1 A trapline which is situated more than 50 percent in an Overlapping Area and which might otherwise be designated as a Category 1 Trapline in accordance with 16.11.0 shall not be so designated until:

6.1.1 more than 50 percent of that trapline is situated in the Traditional Territory of the Tr'ondëk Hwëch'in; or

6.1.2 the Tr'ondëk Hwëch'in and the Overlapping Yukon First Nation agree. CROSS

**REFERENCED CLAUSES:** 16.11.0 (all)

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Responsibility	Activities	Timing
TH or Overlapping YFN	Seek agreement of other party to designate a trapline as Category 1.	As required
TH or Overlapping YFN	Review proposal and respond.	As soon as practicable
TH	If agreement reached or if more than 50 percent of trapline is in TH Traditional Territory, designate the trapline as a Category 1 Trapline.	As necessary

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation on specified matters in Overlapping Area

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### **OBLIGATIONS ADDRESSED:**

Chapter 2 Schedule B

- 7.1 Government shall Consult with the Tr'ondëk Hwëch'in respecting any matter in an Overlapping Area which may affect the rights of Tr'ondëk Huch'in or the Tr'ondëk Hwëch'in set out in this Agreement but which, pursuant to 4.1.1 to 4.1.5, do not apply in an Overlapping Area.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.1,4.1.2,4.1.3,4.1.4,4.1.5

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Responsibility	Activities	Timing
Government	Notify TH of matter which may affect rights of Tr'ondëk Huch'in or TH and provide relevant information.	As required
TH	Review information and present views to Government.	Within reasonable time indicated by Government
Government	Provide full and fair consideration to views presented.	Prior to taking action
Government	Take appropriate action taking into account views presented by TH.	As necessary



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** TH enrollment responsibilities -- After the dissolution of an Enrollment Committee

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Yukon Enrollment Commission, Dispute Resolution Panel, Government

### OBLIGATIONS ADDRESSED:

3.9.3 Upon dissolution of an Enrollment Committee the Yukon First Nation shall have the powers and responsibilities to:

- 3.9.3.1 maintain, update and amend the official enrollment list for that Yukon First Nation after the initial official enrollment list has been published by the Enrollment Commission;
- 3.9.3.2 deliver to the Yukon the official enrollment list on each anniversary of the dissolution of the Enrollment Committee;
- 3.9.3.3 decide promptly upon all applications received, and advise all Persons in writing of the Enrollment Commission or the Dispute Resolution Panel's disposition of their application;
- 3.9.3.4 supply application forms to any Person wishing to apply for enrollment;
- 3.9.3.5 establish its own procedures;
- 3.9.3.6 publish its own procedures; and
- 3.9.3.7 publicize and provide information in respect of the enrollment process to members of the Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 3.9.1, 3.9.2, 3.12.1

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Responsibility	Activities	Timing
TH	Receive documentation from Enrollment Committee.	Upon dissolution of the Enrollment Committee
TH	Establish and publish procedures.	On assumption of enrollment duties

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH	Publicize and provide information in respect of the enrollment process to Tr'ondëk Huch'in.	As required
TH	Continue enrollment in accordance with this clause.	As required
TH	Deliver to Yukon updated list.	Annually on anniversary of Enrollment Committee's dissolution

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Continuation of enrollment

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Enrollment Commission, Dispute Resolution Board, Government

### OBLIGATIONS ADDRESSED:

3.10.1 After the dissolution of an Enrollment Committee, a Person seeking enrollment as a Yukon Indian Person, and a Person making application pursuant to 3.3.2 or 3.3.3 shall apply to the appropriate Yukon First Nation which shall determine, according to this chapter, whether such Person or the Person on whose behalf the application is being made, is entitled to be enrolled under its Yukon First Nation Final Agreement.

3.10.2 If the Yukon First Nation rejects the application or fails or refuses to make a decision within 120 days, then an appeal shall lie to either:

3.10.2.1 the Enrollment Commission, if it has not been dissolved pursuant to 3.10.4; or

3.10.2.2 a single arbitrator appointed by the chairperson of the Dispute Resolution Board.

3.10.3 Upon a decision to enroll a Person under 3.10.1, the Yukon First Nation shall provide written notice to Government. Such enrollment shall not come into effect until 30 days following Government's receipt of such notice or, in the event of a dispute, until a determination has been made pursuant to 3.11.0.

**CROSS REFERENCED CLAUSES:** 3.3.2, 3.3.3, 3.6.5.11, 3.10.4, 3.11.2.6, 3.11.3

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Responsibility	Activities	Timing
TH	Receive application for enrollment.	After dissolution of
TH	Enrollment Committee Assess application and notify individual of	Within 120 days of determination, receipt of application
	<u>If application is accepted by TH within 120 days:</u>	
TH	Notify Government in writing of acceptance.	As soon as practicable

## TR'ONDÊK HWËCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government	Acknowledge receipt.	Upon receipt
	If no dispute, enrollment is given effect.	30 days following date of receipt by Government
	<u>If application is rejected or no decision made by TH within 120 days. and an appeal is initiated:</u>	
TH	Prepare for and respond to an appeal before the Yukon Enrollment Commission or a single arbitrator.	As required
TH and Enrollment Commission or arbitrator	Notify Government of new beneficiary.	If Enrollment Commission or arbitrator confirms eligibility

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Cancel reservation or notation to Lands Set Aside

**RESPONSIBLE PARTY:** Canada (DIAND)

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

4.2.3 The reservation or notation with respect to all Land Set Aside selected pursuant to 4.2.2 shall be cancelled by the Department of Indian Affairs and Northern Development.

4.2.4 Subject to 4.2.2, reservations or notations with respect to Land Set Aside which is not selected by a Yukon First Nation shall be cancelled by the Department of Indian Affairs and Northern Development whether or not the Land Set Aside was identified under 4.2.1.

**CROSS REFERENCED CLAUSES:** 4.2.1, 4.2.2

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Responsibility	Activities	Timing
Canada (DIAND)	Cancel all reservations or notations for TH on identified parcels.	As soon as practicable after final land selection
Canada (DIAND)	Notify TH that reservations or notations on Land Set Aside have been cancelled.	As soon as practicable after cancellation

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Registration of title to Fee Simple Settlement Land

**RESPONSIBLE PARTY:** Land Titles Office or any successor ("LTO")

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

5.2.3 Each Yukon First Nation shall register in the Land Titles Office as soon as practicable its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.

5.2.4 No fee or charge shall be payable in respect of the initial registration by a Yukon First Nation of its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
TH	Apply to LTO to register title and provide the LTO with any relevant documentation required for registration.	As soon as practicable after land becomes Settlement Land
LTO	Register title according to the procedures in effect.	As soon as practicable
LTO	Provide TH with confirmation of registration.	As soon as practicable after registration

### Planning Assumptions

1. In the majority of cases, the LTO already holds adequate surveys for Settlement Land parcels that exist in fee simple. It will be the responsibility of TH to provide the LTO with any other information it requires to complete that title transfer.
2. In some cases fee simple title may have been originally registered in the LTO using only Metes and Bounds descriptions. This is no longer accepted as an adequate description with which to register a parcel of land in fee simple title. These parcels will be surveyed in accordance with Chapter 15.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Registration of fee simple title in Mines and Minerals in and under Category A Settlement Lands

**RESPONSIBLE PARTY:** Land Titles Office or any successor ("ITO")

**PARTICIPANT/ LIAISON:** TH, Mining Recorder

### OBLIGATIONS ADDRESSED:

- 5.2.3 Each Yukon First Nation shall register in the Land Titles Office as soon as practicable its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.
- 5.2.4 No fee or charge shall be payable in respect of the initial registration by a Yukon First Nation of its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
TH	Apply to LTO to register title and provide the LTO with any relevant documentation required for registration.	As soon as practicable after receipt of confirmed survey plans of Category A Settlement Parcels
LTO	Register title according to the procedures in effect.	As soon as practicable
LTO	Provide TH with confirmation of registration.	As soon as practicable after registration

### Planning Assumption

1. Survey of Category A Settlement Land, as necessary to register the Mineral interest, will be required in order to register the fee simple title to the Mines and Minerals in and under Category A Settlement Land.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Define boundaries of Settlement Land; deposit plans of survey in Land Titles Office or any successor ("LTO") and in TH lands system(s)

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/ LIAISON:** TH, LTO

### OBLIGATIONS ADDRESSED:

- 5.3.2 The boundaries of the Settlement Land of a Yukon First Nation shall be defined pursuant to Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land.
- 5.3.3 Plans of survey confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land shall be deposited in the Land Titles Office and any system established under 5.5.1.4 applicable to the Settlement Land dealt with in the survey.

**CROSS REFERENCED CLAUSES:** 5.5.1.4, Chapter 15

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Responsibility	Activities	Timing
Canada	Define boundaries of Settlement Land. (See activity sheets, Chapter 15).	After the Effective Date
Canada	Deposit plan of survey in the LTO.	Upon confirmation of survey plan
Canada	Deposit plan of survey in TH system established under 5.5.1.4.	Upon confirmation of survey plan

### Planning Assumption

1. The LTO will develop a system for receiving plans of survey deposited pursuant to this clause.
2. Natural Resources Canada will assume the lead role for Canada.



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Payment of royalties and non-refunded rents -- Category A Settlement Lands

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

5.6.3 Where Category A Settlement Land is subject to an Existing Mineral Right or to a surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder, Government shall account for and pay to the affected Yukon First Nation as soon as practicable from time to time:

5.6.3.1 any Royalty received by Government for production after the date the land became Settlement Land in respect of that Existing Mineral Right; and

5.6.3.2 any non-refunded rents received by Government which were payable after the date the land became Settlement Land in respect of that Existing Mineral Right and of any surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder.

**CROSS REFERENCED CLAUSES:** 5.6.5, 15.6.6

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Responsibility	Activities	Timing
Government	Determine whether any royalties and/or non-refunded rents are being collected in respect of Category A Settlement Land (except for Proposed Site Specific Settlement Land) and advise TH in writing.	As soon as practicable after the Effective Date
Government	Determine whether any royalties and/or non-refunded rents are being collected in respect of Category A Site Specific Settlement Land and advise TH in writing.	Following confirmation of survey plans for TH Site Specific Settlement Land parcels

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
	<u>If royalties and/or non-refunded rents are being collected:</u>	
Government	<p>Establish system to account for: after it is determined</p> <ul style="list-style-type: none"> <li>- royalties in respect of Existing Mineral Rights received by Government from holder of a Mineral Right on Category A Settlement Land; and/or</li> <li>- non-refunded rents received by Government from the holder of a Mineral Right in respect of a surface lease on Category A Settlement Land.</li> </ul>	<p>As soon as practicable</p> <p>that royalties and/or non-refunded rents are being collected</p>
Government	<p>Account for and pay to TH:</p> <ul style="list-style-type: none"> <li>- royalties for production received by Government from the holder of a Mineral Right in respect of that Existing Mineral Right, and/or</li> <li>- non-refunded rents received by Government from the holder of a Mineral Right in respect of that Existing Mineral Right and any surface lease.</li> </ul>	<p>As soon as practicable after the first post-Effective Date payment is received by Government and thereafter, annually on a date agreed upon by Government and the TH</p>

### Planning Assumption

1. For the purposes of this provision, "the date the affected land became Settlement Land" will be the Effective Date except in the case of Proposed Site Specific Settlement Land, which becomes Site Specific Settlement Land on the same date the plan of survey is confirmed in accordance with Chapter 15.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Payment of non-refunded rents -- Category B and Fee Simple Settlement Lands

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

- 5.6.4 Where Category B Settlement Land or Fee Simple Settlement Land is subject to a surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder, Government shall account for and pay to the affected Yukon First Nation as soon as practicable from time to time, any non-refunded rents received by Government which were payable after the date the land became Settlement Land in respect of that existing surface lease held by the Mineral Right holder.

**CROSS REFERENCED CLAUSES:** 5.6.5, 15.6.6

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Responsibility	Activities	Timing
Government	Determine whether any non-refunded rents are being collected in respect of Category B and Fee Simple Settlement Land (except for Proposed Site Specific Settlement Land) and advise TH in writing.	As soon as practicable after the Effective Date
Government	Determine whether any non-refunded rents are being collected in respect of Category B Site Specific and Fee Simple Site Specific Settlement Land and advise TH in writing.	Following confirmation of survey plans for TH Site Specific Settlement Land parcels
	<u>If non-refunded rents are being collected:</u>	
Government	Establish system to account for non-refunded rents received by Government from the holder of a Mineral Right in respect of a surface lease on Category B or Fee Simple Settlement Land.	As soon as practicable after it is determined that non-refunded rents are being collected

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government	Account for and pay to TH non-refunded rents received by Government from the holder of a Mineral Right in respect of surface lease.	As soon as practicable after the first post-Effective Date payment is received by Government and thereafter annually on a date agreed upon by Government and the TH

### Planning Assumption

1. For the purposes of this provision, "the date the affected land became Settlement Land" will be the Effective Date except in the case of Proposed Site Specific Settlement Land, which becomes Site Specific Settlement Land on the same date the plan of survey is confirmed in accordance with Chapter 15.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation with TH -- Encumbering Rights

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

5.6.9 Government shall Consult with the affected Yukon First Nation before exercising any discretion to renew or replace an Encumbering Right, to issue a new Encumbering Right, or to set any Royalty, rent or fee described in 5.6.3, 5.6.4 and 5.6.6.

**CROSS REFERENCED CLAUSES:** 5.4.2, 5.6.1, 5.6.3, 5.6.4, 5.6.6

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Responsibility	Activities	Timing
TH, Government	Develop arrangements and procedures for Consultation identifying contacts, timelines, general information guidelines, and any other information required by TH and Government.	Within 60 days of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government	Notify and provide relevant details to TH, of intention to: <ul style="list-style-type: none"><li>- renew or replace an Encumbering Right;</li><li>- issue a new Encumbering Right;</li><li>- set Royalty, rent or fee described.</li></ul>	As required
TH	Prepare and present views.	Within reasonable time as set out in the arrangements and procedures for Consultation
Government	Provide full and fair consideration of views presented.	Prior to making determination
Government	Notify TH of outcome.	Within reasonable time as set out in the arrangements and procedures for Consultation

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumption

1. Government is responsible for ensuring that all of its relevant screening, reviewing, licensing and permitting departments and agencies are aware of their obligations pursuant to this clause.
2. The arrangements and procedures for Consultation will include provision for revising these arrangements and procedures from time to time.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION ELAN

**PROJECT:** Amendment of terms of Encumbering Rights

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

5.6.10 If Legislation is amended to authorize Government to increase the term permitted for an Encumbering Right, Government shall not increase the term of that Encumbering Right pursuant to that amendment without the prior consent of the affected Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 5.4.2, 5.6.1, 5.6.2

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Responsibility	Activities	Timing
Government	Notify TH of proposal to increase term of an Encumbering Right pursuant to amended legislation, provide relevant details and request consent.	After effective date of Legislative amendment
TH	Review the request, grant or deny consent, and notify Government of determination,	As soon as practicable upon receipt of notice
Government	Increase term.  OR	If consent is granted
Government	Allow Encumbering Right to expire as originally scheduled.	If consent is not granted

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Cancellation and replacement of Encumbering Rights

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Minister

### OBLIGATIONS ADDRESSED:

5.6.11 Subject to the consent of the Minister, a Yukon First Nation and the holder of an Encumbering Right may agree that the right be cancelled and replaced by an interest provided by the Yukon First Nation.

5.6.12 The Minister may only refuse to consent under 5.6.11 if:

5.6.12.1 the holder of the Encumbering Right is in default of any obligation to Government or has outstanding unsatisfied liabilities to Government pursuant to the interest;

5.6.12.2 the Encumbering Right was granted under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and there is no "Certificate of Improvements" issued thereunder or equivalent certificate issued under any successor Legislation;

5.6.12.3 the Encumbering Right is a claim granted under the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3 and there is no plan of survey of the claim approved in accordance with that Act or equivalent approval under successor Legislation;  
or

5.6.12.4 there is a Person claiming an interest in the Encumbering Right.

### CROSS REFERENCED CLAUSES: 2.11.8

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Responsibility	Activities	Timing
TH	Advise Minister that TH and the holder of an Encumbering Right have agreed that a Government-issued Encumbering Right should be cancelled and replaced by an interest provided by TH. Provide details and request consent.	After the Effective Date
Minister	Verify that cancellation and replacement is consistent with requirements of 5.6.12.	Upon receipt of proposal
Minister	If consistent, cancel Encumbering Right.	As soon as practicable
TH	Replace Encumbering Right with interest provided by TH.	Upon cancellation of Encumbering Right



## TR'ONDÊK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Discovery of information subject to disclosure

**RESPONSIBLE PARTY:** Government, TH

**PARTICIPANT/ LIAISON:** Surface Rights Board

### **OBLIGATIONS ADDRESSED:**

5.7.4 If Government or a Yukon First Nation becomes aware of any information described in 5.7.1 which has not been disclosed prior to that Yukon First Nation ratifying its Yukon First Nation Final Agreement and which is not publicly available in the Land Titles Office, that party shall provide the other with the information, whereupon Government shall declare

5.7.4.1 that:

- (a) the department or entity does not have the management, charge or direction of the land,
- (b) the reservation is cancelled, or
- (c) the Commissioner does not have administration and control of the land,

as the case may be, and, as of the date of the declaration, the Settlement Land shall not be subject to such management, charge or direction, reservation or administration and control and no compensation shall be payable to the Yukon First Nation; or

5.7.4.2 in the cases of 5.7.1.2 or 5.7.1.3(b), that, with the agreement of the affected Yukon First Nation, the land described in 5.7.1.2 or 5.7.1.3(b) remains Settlement Land subject to the reservation and, as of the date of the declaration, Government shall provide compensation as determined pursuant to 7.5.0 to the Yukon First Nation for any diminution in the value of the Settlement Land resulting from the continuation of the reservation after the date of the declaration, and the Settlement Land shall be subject to the reservation.

**CROSS REFERENCED CLAUSES:** 5.7.1 (all), 5.7.5 (all), 7.5.0 (all)

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## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government or TH	Provide other party with information subject to disclosure under 5.7.1.	After ratification of THFA, upon becoming aware of information
Government	Declare status under 5.7.4.1.	As soon as practicable
OR		
Government	Declare status under 5.7.4.2.	As soon as practicable
Government and TH	Negotiate compensation.	As required if land is declared pursuant to 5.7.4.2
<u>If no agreement on compensation:</u>		
Government or TH	Refer matter to Surface Rights Board for determination of compensation pursuant to 7.5.0.	Within a reasonable period of time
Government and TH	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Reacquisition of Settlement Land

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Land Titles Office or any successor ("LTO")

### OBLIGATIONS ADDRESSED:

5.12.1 Where land which is or was subject to the operation of 5.10.0 is reacquired by a Yukon First Nation in fee simple, whether including or excluding the Mines and Minerals, that Yukon First Nation may declare the land to be Settlement Land and thereafter the land shall be Settlement Land of the following category:

5.12.1.1 Category A Settlement Land when Mines and Minerals are included and the land had previously been Category A Settlement Land;

5.12.1.2 Category B Settlement Land when Mines and Minerals other than Specified Substances are not included and the land had previously been Category B Settlement Land; or

5.12.1.3 Fee Simple Settlement Land when Mines and Minerals other than Specified Substances are not included and the land had previously been Fee Simple or Category A Settlement Land,

except that the cession, release and surrender of any aboriginal claim, right, title or interest in respect of the land shall not be affected.

**CROSS REFERENCED CLAUSES:** 5.10.0 (all)

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Responsibility	Activities	Timing
TH	Reacquire Settlement Land in fee simple title.	At discretion of TH
TH	Register fee simple title at LTO.	Upon reacquisition

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Deregistration of Category A and Category B Settlement Land

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Land Titles Office or any successor ("LTO")

### OBLIGATIONS ADDRESSED:

5.7.4 A Yukon First Nation may deregister a Parcel of Category A Settlement Land which is registered in the Land Titles Office and is free and clear of any interest in land recognized in Law, other than:

5.13.1.1 the reservations and exceptions set out in 5.4.2; and

5.13.1.2 the reservations to the Crown and exceptions which apply to a grant of federally administered Crown Land under the Territorial Lands Act, R.S.C. 1985, c. T-7 other than the reservations set out in paragraphs 13(a) and (b) or 15(a) of that Act.

5.13.2 A Yukon First Nation may deregister a Parcel of Category B Settlement Land which is registered in the Land Titles Office and is free and clear of any interest in land recognized in Law other than:

5.13.2.1 the reservations and exceptions set out in 5.4.2; and

5.13.2.2 the reservations to the Crown and exceptions which apply to a grant of federally administered Crown Land under the Territorial Lands Act, R.S.C. 1985, c. T-7.

**CROSS REFERENCED CLAUSES:** 5.4.2, 5.13.3

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Responsibility	Activities	Timing
TH	At discretion, apply to LTO to deregister parcel Category A or B Settlement Land.	After Effective Date of
LTO	Verify that land is eligible for deregistration under this clause.	Upon application by TH
LTO	If eligible, deregister parcel and notify TH of deregistration.	As soon as practicable

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Exceptions to Waterfront Right-of-Way

**RESPONSIBLE PARTY:** Government, TH, user of Waterfront Right-of-Way

**PARTICIPANT/ LIAISON:** None identified

### **OBLIGATIONS ADDRESSED:**

5.15.1 Unless otherwise agreed in a Yukon First Nation Final Agreement on a case by case basis, there shall be a Waterfront Right-of-Way 30 metres in width measured landward from the Natural Boundaries within Settlement Land of all Navigable Waters which abut or are within Settlement Land.

5.15.1.1 Any exception to the Waterfront Right-of-Way referred to in 5.15.1 is set out as a special condition in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**CROSS REFERENCED CLAUSES:** Appendix A - Settlement Land Descriptions R-1A, R-83A, S-211B/D

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Responsibility	Activities	Timing
Government, TH, user of Waterfront Right-of-Way	When considering use of Waterfront Right-of-Way, refer to the exceptions to Waterfront Right-of-Way located in THFA Appendix A - Settlement Land Descriptions R-1A, R-83A, S-21 1B/D.	As required

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Exceptions to uses allowed upon Waterfront Right-of-Ways

**RESPONSIBLE PARTY:** Government, TH, user of Waterfront Right-of-Way

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

#### 5.15.2

The uses allowed upon and the width of the Waterfront Right-of-Way may be varied in a Yukon First Nation Final Agreement to accommodate special circumstances.

5.15.2.1 Any variation referred to in 5.15.2 is set out as a special condition in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**CROSS REFERENCED CLAUSES:** Appendix A - Settlement Land Descriptions R-14A, R-65B, R-67B, R-68B, R-83A

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Responsibility	Activities	Timing
Government, TH, user of Waterfront Right-of-Way	When considering uses allowed upon Waterfront Right-of-Ways, refer to the exceptions to uses of Waterfront Right-of-Ways located in THFA Appendix A -Settlement Land Descriptions R-14A, R-65B, R-67B, R-68B, R-83A.	As required

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consent for access to Waterfront Right-of-Way

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Surface Rights Board

### OBLIGATIONS ADDRESSED:

5.15.5 Any Person has a right of access to use a Waterfront Right-of-Way for commercial recreation purposes with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of the access.

**CROSS REFERENCED CLAUSES:** 5.15.0 (all), Appendix A - Settlement Land Descriptions R-1A, R-14A, R-65B, R-67B, R-68B, R-83A, S-211B/D

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Responsibility	Activities	Timing
TH	Receive request for access.	As required
TH	Review request, grant or deny request and notify applicant of decision.	Within a reasonable time of the request
TH	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consent for establishment of permanent camp or structure on Waterfront Right-of-Way

**RESPONSIBLE PARTY:** TH, Government

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

5.15.7 Subject to 5.15.8, no Person shall establish any permanent camp or structure on a Waterfront Right-of-Way without the consent of Government and the affected Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 5.15.0 (all), Appendix A - Settlement Land Descriptions R-1A, R-83A, S-211B/D

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Responsibility	Activities	Timing
TH and/or Government	Receive request to establish permanent camp or structure.	As required
TH and Government	Consider request, grant or deny consent and notify applicant of determination.	Within a reasonable time following the request



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Agreement to amend, revoke or reinstate a right of access provided by a Settlement Agreement

**RESPONSIBLE PARTY:** TH, Yukon, Canada

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

- 6.1.2 Government and a Yukon First Nation may agree in a Yukon First Nation Final Agreement or from time to time after the Effective Date of a Yukon First Nation Final Agreement to amend, revoke or reinstate a right of access provided by a Settlement Agreement to address special circumstances in respect of a specific Parcel of Settlement Land.

**CROSS REFERENCED CLAUSES:** 2.3.4; 2.3.5; 2.3.6, 6.1.8

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Responsibility	Activities	Timing
TH or Yukon or Canada	Request to amend, revoke or reinstate a right of access provided by a Settlement Agreement.	Any time after Effective Date
TH or Yukon or Canada (other 2 parties)	Review and respond to initiating party.	Within a reasonable period of time
TH, Yukon, Canada	Attempt to reach 3 party agreement through negotiation.	Within a reasonable period of time
TH, Yukon, Canada	Amend THFA as set out in 2.3.5, if change to right of access requires amendment.	If agreement reached

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Right of access for outfitting concession holders

**RESPONSIBLE PARTY:** Canada, Yukon, TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

6.1.2.1 An outfitting concession holder shall have a right of access to Settlement Land for the purpose of removing personal property until the 31st day of July following the Effective Date of this Agreement.

6.1.2.2 Nothing in 6.1.2.1 shall be construed to prevent the Tr'ondëk Hwëch'in and an outfitting concession holder from entering into an agreement providing the holder with a right of access different from that set out in 6.1.2.1

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
Canada, Yukon, TH	Jointly inform outfitting concession holders of rights of access for removal of their personal property.	No later than 30 days after Effective Date or as soon thereafter as the Parties agree is reasonable
TH	At discretion, negotiate additional rights of access with outfitting concession holder.	At any time

### Planning Assumption

1. A letter will be written on behalf of the Parties as the mechanism for informing the concession holders.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Determining liability of TH on Undeveloped Settlement Land

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

- 6.1.3 A Yukon First Nation owes the same duty of care to a Person exercising a right of access on Undeveloped Settlement Land pursuant to Settlement Agreements as the Crown owes to a Person on unoccupied Crown Land.

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
TH	Research legal liability of TH with respect to injuries to Persons exercising a right of access.	At discretion after Effective Date
TH	Make determination regarding insurance and other requirements.	

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Reporting damage to TH Settlement Land as a result of entry in an emergency

**RESPONSIBLE PARTY:** TH, Person causing damage to TH Settlement Land

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

- 6.1.5 Any Person may enter upon Settlement Land in an emergency but when damage is caused, the Person shall report to the affected Yukon First Nation the location thereof as soon as practicable thereafter and shall be liable for significant damage to Settlement Land or to any improvement on Settlement Land as a result of the entry.

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
TH	Develop procedures regarding monitoring/reporting damage.	After Effective Date
Person causing damage to TH Settlement Land	If damage is caused to TH Settlement Land as a result of entry in an emergency, report location of damage to TH.	As soon as practicable
TH	Respond to report of damage. Assess extent of damage.	As soon as practicable after report is received
TH	At discretion, request compensation for damage.	As soon as practicable after determining extent of damage
TH, Person damage to TH Settlement Land	At discretion, attempt to negotiate settlement.	As necessary causing
TH	If unable to reach settlement, pursue other options.	As necessary

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Conditions of access

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** None identified

### **OBLIGATIONS ADDRESSED:**

- 6.1.6 A right of access provided by 5.15.3, 6.3.1 and 6.3.2 is subject to the conditions that there shall be no:
- 6.1.6.1 significant damage to Settlement Land or to improvements on Settlement Land;
  - 6.1.6.2 mischief committed on Settlement Land;
  - 6.1.6.3 significant interference with the use and peaceful enjoyment of Settlement Land by the Yukon First Nation;
  - 6.1.6.4 fee or charge payable to the affected Yukon First Nation; or
  - 6.1.6.5 compensation for damage other than for significant damage.

**CROSS REFERENCED CLAUSES:** 5.15.3, 6.1.7, 6.3.1, 6.3.2, 6.3.7, 6.6.0 (all), Appendix A - Settlement Land Descriptions R-1A, R-14A, R-65B, R-67B, R-68B, R-83A, S-211B/D

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Responsibility	Activities	Timing
TH	At discretion, monitor right of access under 5.15.3, 6.3.1 and 6.3.2 to ensure conditions of 6.1.6 are observed.	After Effective Date
	<u>If no compliance with 6.1.6 conditions:</u>	
TH	At discretion, refer to Surface Rights Board pursuant to 6.3.7 or to court.	Within a reasonable period of time
TH	Prepare for and participate in Surface Rights Board or court process.	In accordance with Surface Rights Board or court rules

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Designation of Undeveloped Settlement Land to be Developed Settlement Land and Developed Settlement Land to be Undeveloped Settlement Land

**RESPONSIBLE PARTY:** TH, Canada, Yukon

**PARTICIPANT/ LIAISON:** None identified

### **OBLIGATIONS ADDRESSED:**

6.1.8 Government and a Yukon First Nation may agree from time to time to designate Undeveloped Settlement Land to be Developed Settlement Land and Developed Settlement Land to be Undeveloped Settlement Land.

**CROSS REFERENCED CLAUSES:** 2.3.5, 2.3.6, 6.1.2, Appendix A - Settlement Land Descriptions 3.2.2

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Responsibility	Activities	Timing
TH or Yukon or Canada	Request to change designation of Undeveloped Settlement Land to Developed Settlement Land or Developed Settlement Land to Undeveloped Settlement Land.	Any time after Effective Date
TH or Yukon or Canada (other 2 parties)	Review proposal and respond to initiating party.	Within a reasonable period of time
TH, Yukon, Canada	Attempt to reach three party agreement through negotiation.	
TH, Yukon, Canada	Amend THFA as set out in 2.3.5.	If amendment required
TH	Register changed designation in TH land registry system.	
Government	Record changed designation.	

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumption

1. If Settlement Land is redesignated, maps of Settlement Land will be changed to indicate redesignation.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Agreement to designate any new improved route of access on Settlement Land as a highway or public road

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Government

### OBLIGATIONS ADDRESSED:

6.1.9 Subject to Chapter 7 - Expropriation, unless the affected Yukon First Nation otherwise agrees, any route of access on Settlement Land which may be established or improved after the Effective Date of the affected Yukon First Nation's Final Agreement shall remain Settlement Land and shall not be designated by operation of law or otherwise, as a highway or public road, notwithstanding that the route is established or improved:

6.1.9.1 for the benefit of any Person; or

6.1.9.2 using funds or other resources provided directly or indirectly by Government for the establishment or improvement of such route.

**CROSS REFERENCED CLAUSES:** 2.3.5, Chapter 7, 9.6.1

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Responsibility	Activities	Timing
Government	Request to designate any new or improved route of access on Settlement Land as a highway or public road.	As determined necessary by Government
TH	Review request and notify Government of decision.	Within a reasonable period of time
Government	If consent denied, leave route as Settlement Land.	
OR		
Parties	If consent is granted, amend THFA pursuant to 2.3.5.	As required



## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Right of access to cross Undeveloped Settlement Land

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

- 6.3.3 Where no right of access is provided by a Settlement Agreement, a Person has a right of access to enter, cross and make necessary stops on Undeveloped Settlement Land to reach adjacent land for commercial and non-commercial purposes with the consent of the Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

**CROSS REFERENCED CLAUSES:** 6.3.1, 6.3.2, 6.3.4

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Responsibility	Activities	Timing
TH	Review request for access, and grant or deny consent. Notify applicant of decision.	Within reasonable time period following request
TH	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules
TH	If an order is issued by the Surface Rights Board, comply with order.	As necessary
TH	Monitor access.	During and after exercise of access

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consent to changes in terms or conditions relating to access of a licence, permit or other right of access

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Government

### **OBLIGATIONS ADDRESSED:**

6.3.6 Any change in the terms or conditions relating to access of a licence, permit or other right of access described in 6.3.5, other than a renewal or replacement thereof shall require the consent of the affected Yukon First Nation or, failing consent, an order of the Surface Rights Board setting out the terms and conditions of access.

**CROSS REFERENCED CLAUSES:** 5.6.0 (all), 6.3.5 (all)

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
TH	Review request for change in the terms and conditions, and grant or deny consent. Notify applicant of decision.	Within a reasonable period of time
TH	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules
TH	If an order is issued by the Surface Rights Board, comply with order.	As necessary

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Reference to Surface Rights Board

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

- 6.3.7 A Yukon First Nation or any Person may refer a dispute concerning the interpretation, application or alleged violation of 6.3.1, 6.3.2 or of any condition established pursuant to 6.6.0 affecting 6.3.1 or 6.3.2 to the Surface Rights Board for resolution.

**CROSS REFERENCED CLAUSES:** 6.3.1 (all), 6.3.2, 6.6.0 (all)

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Responsibility	Activities	Timing
TH, affected Person	Refer disputes arising from interpretation, application or alleged violation of access provided under 6.3.1 or 6.3.2 or disputes concerning access conditions established pursuant to negotiations by TH and Government under 6.6.0 to Surface Rights Board for resolution.	As required
TH, affected Person	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules
TH, affected Person	If an order is issued by the Surface Rights Board, comply with order.	As necessary

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Exercise of right of access by Government, its agents or contractors **for no more than 120 days**

**RESPONSIBLE PARTY:** Government, its agents or contractors

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

6.4.1 Government, its agents and contractors shall have a right of access to enter, cross and stay on Undeveloped Settlement Land and use natural resources incidental to such access to deliver, manage and maintain Government programs and projects, including but not limited to the necessary alterations of land and watercourses by earthmoving equipment for routine and emergency maintenance of transportation corridors.

6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:

6.4.5.1 for a period of no more than 120 consecutive days for any single program or project without the consent of the affected Yukon First Nation except that notice, where reasonable, shall be given; and

**CROSS REFERENCED CLAUSES:** 6.4.3 (all), 6.4.4, 6.6.0 (all)

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Responsibility	Activities	Timing
Government, its agents or contractors	Where reasonable, notify TH before exercising any right of access to enter, cross and stay on TH Undeveloped Settlement Land for a period of no more than 120 consecutive days for a single program/project.	Within a reasonable period of time prior to access
TH	Review notice to ensure conformity with any terms and conditions that may be negotiated pursuant to 6.6.0. Provide response to Government if not in conformity.	Within a reasonable period of time after notification
TH or Government	At discretion, initiate negotiations.	If no terms and conditions negotiated
TH	Monitor access.	

## TR'ONDÊK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumption

1. The Parties agree that Government and TH may establish terms and conditions for the exercise of a right of access pursuant to 6.6.0.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Exercise of right of access by Government, its agents or contractors **for more than 120 consecutive days**

**RESPONSIBLE PARTY:** Government, its agents or contractors

**PARTICIPANT/ LIAISON:** TH

### **OBLIGATIONS ADDRESSED:**

6.4.1 Government, its agents and contractors shall have a right of access to enter, cross and stay on Undeveloped Settlement Land and use natural resources incidental to such access to deliver, manage and maintain Government programs and projects, including but not limited to the necessary alterations of land and watercourses by earthmoving equipment for routine and emergency maintenance of transportation corridors.

6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:

6.4.5.2 for a period of more than 120 consecutive days with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

**CROSS REFERENCED CLAUSES:** 6.4.3 (all), 6.4.4, 6.4.6 (all)

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Responsibility	Activities	Timing
Government, its agents or contractors	Notify TH of intent to exercise right, including brief description of activity and project or program and the anticipated length of access.	Within a reasonable period of time prior to access
TH	Review notification and notify Government of decision.	Within a reasonable period of time after notification
Government, its agents or contractors	If consent granted, exercise access.  <b>OR</b>  If consent not granted, cease access and at discretion, refer issue to Surface Rights Board.	As necessary   Within a reasonable period of time

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
TH	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules
Government, its agents or contractors	If Surface Rights Board so orders, exercise access pursuant to order.	As necessary
TH	Monitor access.	During and after access

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Exercise of right of access by Person authorized by Law **for no more than 120 days**

**RESPONSIBLE PARTY:** Person authorized by Law

**PARTICIPANT/ LIAISON:** TH

### **OBLIGATIONS ADDRESSED:**

6.4.2 A Person authorized by Law to provide utilities for public purposes including electricity, telecommunications and municipal services shall have a right of access to enter, cross and stay on Undeveloped Settlement Land to carry out site investigations, assessments, surveys and studies in relation to proposed services after Consultation with the affected Yukon First Nation prior to exercising such access.

6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:

6.4.5.1 for a period of no more than 120 consecutive days for any single program or project without the consent of the affected Yukon First Nation except that notice, where reasonable, shall be given; and

**CROSS REFERENCED CLAUSES:** 6.4.3 (all), 6.4.4, 6.6.0 (all)

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Responsibility	Activities	Timing
Person authorized by Law	Notify TH of intention to exercise right of access, including brief description of activity and project or program and anticipated length of access.	Prior to access
TH	Review notice to ensure conformity with any terms and conditions that may be negotiated pursuant to 6.6.0. Prepare and present views to Person authorized by Law.	Within a reasonable time prior to access
Person authorized by Law	Provide full and fair consideration to views of TH.	Prior to access
Person authorized by Law	Exercise access (as may be adjusted by agreement with TH).	After consideration of TH views



## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
TH	Monitor access.	During and after access

### Planning Assumption

1. It is expected that Consultation, wherever possible, will be done within a reasonable period of time prior to access.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Exercise of right of access by Person authorized by Law for **more than 120 consecutive days**

**RESPONSIBLE PARTY:** Person authorized by Law

**PARTICIPANT/ LIAISON:** TH

### **OBLIGATIONS ADDRESSED:**

6.4.2 A Person authorized by Law to provide utilities for public purposes including electricity, telecommunications and municipal services shall have a right of access to enter, cross and stay on Undeveloped Settlement Land to carry out site investigations, assessments, surveys and studies in relation to proposed services after Consultation with the affected Yukon First Nation prior to exercising such access.

6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:

6.4.5.2 for a period of more than 120 consecutive days with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

**CROSS REFERENCED CLAUSES:** 6.4.3 (all), 6.4.4, 6.4.6 (all)

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Responsibility	Activities	Timing
Person authorized by Law	Notify TH of intent to exercise right, including brief description of activity and project or program and the anticipated length of access.	Within a reasonable period of time prior to access
TH	Review notification and notify authority of decision	Within a reasonable period of time after notification
Person authorized by Law	If consent granted, exercise access.	As necessary
	OR	
	If consent not granted, cease access and at discretion, refer issue to Surface Rights Board.	Within a reasonable period of time

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
TH	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules
Person authorized by Law	If Surface Rights Board so orders, exercise access pursuant to order.	As necessary
TH	Monitor access.	During and after access

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Liability for damage to Settlement Land

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Government, its agents or contractors, or Person authorized by Law

### OBLIGATIONS ADDRESSED:

- 6.4.4 Any Person exercising a right of access pursuant to 6.4.1 and 6.4.2 shall be liable only for significant damage to Settlement Land and any improvements on Settlement Land caused by the exercise of such right of access. Significant damage does not include necessary alteration of Settlement Land or watercourses required to maintain transportation corridors referred to in 6.4.1.

**CROSS REFERENCED CLAUSES:** 6.4.1, 6.4.2

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Responsibility	Activities	Timing
TH	At discretion, monitor access to ensure conformity with provisions and any other terms and conditions.	As necessary
Government, its agents or contractors or Person authorized by Law	Report to TH any significant damage to Settlement Land.	As soon as practicable after damage is caused
TH	Assess extent of damage to Settlement Land or improvements on Settlement Land.	As soon as practicable after receipt of report
	<u>If TH makes determination to seek compensation:</u>	
	Request compensation for damage after receiving report of damage.	As necessary

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
TH and Government, its agents or contractors, or Person authorized by Law	Attempt to negotiate settlement.	As soon as practicable after request to negotiate is received
TH	If settlement is not reached, at discretion, pursue other options.	As necessary

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Department of National Defence ("DND") right of access

**RESPONSIBLE PARTY:** Canada (DND), TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

- 6.5.1 In addition to the right of access provided by 6.4.1, the Department of National Defence has a right of access to Undeveloped Settlement Land for military manoeuvres with the consent of the affected Yukon First Nation with respect to contact persons, areas, timing, environmental protection, protection of Wildlife and habitat, land use rent, and compensation for damage caused to Settlement Land and improvements and personal property thereon, or, failing consent, with an order of the Surface Rights Board as to terms and conditions with respect to such matters.
- 6.5.3 Government shall give reasonable advance notice of military exercises or operations to inhabitants of any area to be affected.

**CROSS REFERENCED CLAUSES:** 6.4.1, 6.5.2

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Responsibility	Activities	Timing
Canada (DND)	Request consent of TH for access to its Undeveloped Settlement Land for military manoeuvres.	As required, prior to exercise of right of access
TH	Review request and notify Canada (DND) of decision.	Within a reasonable period of time
Canada (DND)	At discretion, refer to Surface Rights Board for	If no consent granted consideration of terms and conditions.
TH	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
Canada (DND)	Provide advance notice of any military exercises/operations to inhabitants of any area to be affected, and exercise access in accordance with terms and conditions.	Prior to commencement of military exercises/operations

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Establishment of terms and conditions of access by TH

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Government

### OBLIGATIONS ADDRESSED:

6.6.1 If a Yukon First Nation wishes to establish terms and conditions for the exercise of a right of access provided:

6.6.1.1 by 5.15.3, 6.3.1, 6.3.2, 16.11.12, 18.3.1, 18.4.1 or 18.4.2; or

6.6.1.2 by 6.4.1 or 6.4.2 where the right of access is for a period of no more than 120 consecutive days,

the Yukon First Nation and Government shall attempt to negotiate the terms and conditions.

6.6.2 Failing agreement pursuant to 6.6.1, the Yukon First Nation may refer the matter to the Surface Rights Board. The Surface Rights Board may establish terms and conditions only for the exercise of a right of access which specify seasons, times, locations, method or manner of access.

**CROSS REFERENCED CLAUSES:** 5.5.1 (all), 5.15.3, 6.1.3, 6.3.1 (all), 6.3.2, 6.4.1, 6.4.2, 6.6.3 (all), 6.6.4 (all), 16.11.12, 18.3.1 (all), 18.4.1 (all), 18.4.2

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Responsibility	Activities	Timing
TH	Notify Government of wish to negotiate the establishment of terms and conditions for the exercise of a right of access identified above.	Any time after Effective Date
TH, Government	Attempt to negotiate terms and conditions for the exercise of a right of access listed above.	Within reasonable time after notification by TH



## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
	<u>If no negotiated agreement:</u>	
TH	At discretion, refer matter to Surface Rights Board to establish terms and conditions for the exercise of a right of access specifying seasons, times, locations and method or manner of access in accordance with 6.6.3 and 6.6.4.	Within a reasonable period of time
TH	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Expropriation -- Location and extent

**RESPONSIBLE PARTY:** Expropriating Authority

**PARTICIPANT/ LIAISON:** TH, Government

### OBLIGATIONS ADDRESSED:

- 7.3.1 This chapter applies only to the expropriation of an interest in Settlement Land recognized in Law and held by a Yukon First Nation.
- 7.4.1 An Authority shall negotiate with the Affected Yukon First Nation the location and extent of Settlement Land to be acquired or expropriated.
- 7.4.3 When agreement of the Affected Yukon First Nation pursuant to 7.4.1 is not obtained, the following procedures shall apply:
- 7.4.3.1 any expropriation of Settlement Land shall require the approval of the Governor in Council or the Commissioner in Executive Council as the case may be;
- 7.4.3.2 notice of the intention of any Authority to seek approval under 7.4.3.1 shall be given to the Affected Yukon First Nation by the Authority; and
- 7.4.3.3 notice of the intention shall not be given until the public hearing process under 7.6.0 or the public hearing in accordance with Legislation has been completed.
- 7.7.1 Where Settlement Land is expropriated pursuant to the National Energy Board Act, R.S.C. 1985, c. N-7, this chapter applies except that the powers of the Surface Rights Board shall be exercised by the board, committee, panel or other body authorized by the National Energy Board Act, R.S.C. 1985, c. N-7 to settle disputes in respect of expropriation.
- 7.7.2 The board, committee, panel or other body referred to under 7.7.1 shall include at least one nominee of the Affected Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 7.4.2, 7.5.1, 7.5.2 (all), 7.6.0 (all)

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Responsibility	Activities	Timing
Expropriating Notify Authority	TH of proposal to acquire or expropriate Settlement Land.	As required

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH and Expropriating Authority	Prepare for negotiations.	Upon receipt of notice
Expropriating Authority and TH	Negotiate location and extent of land to be acquired or expropriated.	At a time agreeable to the parties
TH	If there is an objection filed by TH, prepare for and participate in public hearing process pursuant to 7.6.0 or the public hearing in accordance with Legislation.	As necessary
Expropriating Authority	If, following the public hearing process, the Expropriating Authority intends to proceed, notify TH of intention to seek approval to expropriate.	After public hearing is complete
Expropriating Authority	Seek Governor in Council or Commissioner in Executive Council approval to expropriate.	Prior to expropriating
Governor in Council or Commissioner in Executive Council	Determine if approval will be granted.	Upon request

### Planning Assumption

1. The process for determining and awarding compensation in respect of an expropriation is outlined in 7.5.1 to 7.5.2.10. Discussions respecting compensation may occur concurrently with the negotiations on the extent and location of Settlement Land proposed to be expropriated.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Expropriation -- Compensation

**RESPONSIBLE PARTY:** Expropriating Authority

**PARTICIPANT/ LIAISON:** TH, Surface Rights Board or National Energy Board

### OBLIGATIONS ADDRESSED:

- 7.5.1 An Authority shall negotiate with the Affected Yukon First Nation compensation for Settlement Land being expropriated or acquired, pursuant to this chapter.
- 7.5.2 When the agreement of the Affected Yukon First Nation pursuant to 7.5.1 is not obtained, the ... provisions (of 7.5.2) shall apply...[see THFA for the remainder of this clause]

**CROSS REFERENCED CLAUSES:** 7.7.1, 7.7.2, 8.4.1 (all)

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Responsibility	Activities	Timing
Expropriating Authority	Notify TH of desire to negotiate compensation.	As required in conjunction with an expropriation
TH	Prepare for negotiations.	Upon receipt of notice
TH and Expropriating Authority	Negotiate compensation.	At a time agreeable to the parties
<u>If no agreement on compensation:</u>		
TB or Expropriating Authority	At the discretion of either party, apply to the Surface Rights Board or to National Energy Board as appropriate, to determine dispute over compensation.	Within a reasonable period of time

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
TH and Expropriating Authority	Prepare for and participate in Surface Rights Board or National Energy Board compensation process.	In accordance with Surface Rights Board or National Energy Board rules

### Planning Assumption

1. Negotiations on the issue of compensation may occur concurrently with discussions on extent and location of the land proposed to be expropriated.

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Inclusion of TH nominee(s) on board, committee or other panel authorized by the National Energy Board Act where TH Settlement Land is expropriated

**RESPONSIBLE PARTY:** National Energy Board

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

7.7.1 Where Settlement Land is expropriated pursuant to the National Energy Board Act, R.S.C. 1985, c. N-7, this chapter applies except that the powers of the Surface Rights Board shall be exercised by the board, committee, panel or other body authorized by the National Energy Board Act, R.S.C. 1985, c. N-7 to settle disputes in respect of expropriation.

7.7.2 The board, committee, panel or other body referred to under 7.7.1 shall include at least one nominee of the Affected Yukon First Nation.

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
National Energy Board	Notify TH that a board, committee or other body is being established and request nominee(s).	As required
TH	Provide nominee(s) as requested.	Upon request
National Energy Board	Establish board, committee or panel.	As required

### Planning Assumption

1. It is possible that an expropriation pursuant to the National Energy Board Act could affect more than one YFN. In that circumstance, the National Energy Board shall nominate at least one nominee from each Affected YFN.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** North Fork Hydro Project

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

7.8.1.1 Government has identified in the Traditional Territory of the Tr'ondëk Hwëch'in on Territorial Resource Base Maps 115 0/15, 115 0/16, 116 B/1 and 116 B/2, **dated new date, 1998** in Appendix B - Maps which forms a separate volume to this Agreement, the North Fork Hydro Project as a hydro-electric or water storage project site pursuant to 7.8.1.

7.8.1.2 Government shall, within five years of the Effective Date of this Agreement and every five years thereafter, Consult with the Tr'ondëk Hwëch'in on the status of the North Fork Hydro Project. Following each Consultation Government shall review the viability of the North Fork Hydro Project and shall give written notice to the Tr'ondëk Hwëch'in of Government's intention to retain or relinquish the North Fork Hydro Project as an identified site pursuant to 7.8.1.

7.8.1.3 Any failure to Consult with the Tr'ondëk Hwëch'in or to provide written notice pursuant to 7.8.1.2 shall not affect the identification of the North Fork Hydro Project as an identified site for a hydro-electric or water storage project pursuant to 7.8.1.

**CROSS REFERENCED CLAUSES:** 7.8.1, Chapter 9 Schedule B; Appendix A -Settlement Land Descriptions R-2A, R-7A, R-14A, R-21B, R-22B, R-79B, R-80B

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Responsibility	Activities	Timing
Government	In the event Government decides to relinquish the North Fork Hydro Project as an identified site pursuant to 7.8.1, notify TH.  <u>If Government has not relinquished the North Fork Hydro Project as an identified site pursuant to 7.8.1:</u>	As soon as practicable following the decision
Government	Notify TB regarding the status of the North Fork Hydro Project and provide relevant details.	Within 5 years of Effective Date and every five years thereafter

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
TH	Prepare and present views to Government	Within a reasonable period of time indicated by Government
Government	Provide full and fair consideration of the views of TH. Notify TH of outcome.	As soon as practicable
Government	Review the viability of the North Fork Hydro Project.	After Consultation with TH
Government	Give written notice to TH of its decision to retain or relinquish the North Fork Hydro Project as an identified site pursuant to 7.8.1.	After completing the review



## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Compensation payable in relation to the exercise of a Flooding Right identified in THFA

**RESPONSIBLE PARTY:** Authority exercising Flooding Right

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

7.8.3 An Authority exercising a Flooding Right over Settlement Land identified pursuant to 7.8.1 and 7.8.2 shall pay compensation to the Affected Yukon First Nation for improvements only, provided the sum of such compensation to all Affected Yukon First Nations for that hydro-electric or water storage project shall not exceed three percent of the Cost of Construction of the project.

**CROSS REFERENCED CLAUSES:** 5.16.0 (all), 7.5.2 (all), 7.8.1 (all), 7.8.2

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Responsibility	Activities	Timing
Authority exercising a Flooding Right and TH	Follow expropriation procedures listed in activity sheet for 7.3.1.	Prior to the exercise of the Flooding Right
Authority and TH	Negotiate compensation payable to TH.	As required
	<u>If no agreement on compensation:</u>	
Authority or TH	At the discretion of any party, apply to Surface Rights Board to resolve dispute over compensation.	Within a reasonable period of time
Authority and TH	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Compensation payable in relation to the exercise of a Flooding Right not identified in the THFA

**RESPONSIBLE PARTY:** Authority exercising a Flooding Right

**PARTICIPANT/ LIAISON:** TH, Surface Rights Board

### OBLIGATIONS ADDRESSED:

7.8.4 An Authority exercising a Flooding Right over Settlement Land, other than for those sites identified pursuant to 7.8.1 and 7.8.2, shall pay compensation pursuant to this chapter except that in assessing compensation for Land and improvements, the Surface Rights Board shall not consider 8.4.1.8 or 7.5.2.7(c) and the sum of such compensation to all Affected Yukon First Nations for all improvements shall not exceed three percent of the Cost of Construction of that hydro-electric or water storage project.

**CROSS REFERENCED CLAUSES:** 7.8.1 (all), 7.8.2

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Responsibility	Activities	Timing
Authority exercising a Flooding Right and TH	Follow expropriation procedures listed in activity sheet for 7.3.1.	Prior to the exercise of the Flooding Right
Authority and TH	Negotiate compensation.	As required
	<u>If no agreement on compensation:</u>	
Authority or TH	At the discretion of any party, apply to Surface Rights Board to resolve dispute over compensation.	Within a reasonable period of time
Authority and TH	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Variation of land allocation

**RESPONSIBLE PARTY:** Government, affected YFN(s)

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

9.3.4 The land allocation determined under 9.3.3 for Yukon First Nations which do not have a Yukon First Nation Final Agreement may be varied by agreement in writing of all affected Yukon First Nations and Government.

**CROSS REFERENCED CLAUSES:** 2.3.1, 9.3.3; Chapter 9 Schedule A

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Responsibility	Activities	Timing
YFN(s) or Government	Propose to vary land allocation determined in Chapter 9 Schedule A.	During negotiations of outstanding YFNFA
Party seeking to vary allocation	Notify Government and all affected YFN(s) of proposal and seek written agreement.	Prior to varying allocation
Affected YFN(s) and Government	Review and provide written response to proposal.	As soon as practicable
Affected YFN(s) and Government	Vary allocation.	If written agreement of affected YFN(s) and Government is secured

### Planning Assumptions

1. If the first activity arises, it will be in the context of outstanding YFNFA negotiations; once all YFNFA's have been completed, this clause will have no further effect.
2. If the land allocation pursuant to Chapter 9 Schedule A is varied, an amendment to the UFA will be required.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Land exchange

**RESPONSIBLE PARTY:** Canada, Yukon, TB

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

- 9.6.1 A Yukon First Nation and Government may agree to exchange Crown Land for Settlement Land and may agree that Crown Land exchanged for Settlement Land will be Settlement Land provided that any such agreement shall not affect the cession, release and surrender of any aboriginal claim, right, title or interest in respect of that Crown Land.

**CROSS REFERENCED CLAUSES:** 2.3.5 (all)

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Responsibility	Activities	Timing
Canada, Yukon, or TH	At the discretion of any party, propose a land exchange.	After the Effective Date
Canada, Yukon and TH	Review proposal and negotiate exchange.	If the Parties agree
Canada, Yukon and TH	Effect the exchange, amending Settlement Land description pursuant to 2.3.5, and amending other records as required.	Once an agreement has been negotiated

### Planning Assumptions

1. The activities may occur in relation to any category of Settlement Land.
2. The responsibility for any costs related to survey and/or title registration will be addressed during the negotiation of the exchange.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Land Exchange - North Fork Hydro Project

**RESPONSIBLE PARTY:** TH, Government

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

#### Chapter 9 Schedule B

- 1.0 If construction of the North Fork Hydro Project is commenced within 75 years of the Effective Date of this Agreement, the Tr'ondëk Hwëch'in and Government shall, in the manner set out in this schedule, exchange Crown Land of equivalent value for:
  - 1.1 a strip of Settlement Land 80 metres wide centred on the reconstructed ditch, which shall, to the greatest extent possible, be centered upon the existing ditch shown approximately by a double solid line designated as Ditch on Territorial Resource Base Maps 116 B/1, 116 B/2, 115 0/15 and 115 0/16, dated **new date, 1998**, in Appendix B - Maps, which forms a separate volume to this Agreement, provided that the width of the strip may occasionally exceed 80 metres in order to accommodate any side cuts, embankments, drop structures, spillways or other non-residential structures necessary for the construction, maintenance or operation of the North Fork Hydro Project, and
  - 1.2 any other Settlement Land which is significantly adversely affected by the construction or commissioning of the North Fork Hydro Project; (the "Exchange")
- 2.0 Government shall give written notice to the Tr'ondëk Hwëch'in specifying the Settlement Land to be exchanged pursuant to 1.1 as soon as the final alignment of the reconstructed ditch is determined.
- 3.0 Within 90 days of receiving notice pursuant to 2.0, the Tr'ondëk Hwëch'in shall give written notice to Government specifying any Settlement Land to be exchanged pursuant to 1.2.
- 4.0 Following receipt of notice pursuant to 3.0, the Tr'ondëk Hwëch'in and Government shall enter into negotiations with a view to concluding the Exchange.
- 5.0 If Government and the Tr'ondëk Hwëch'in are unable to reach agreement as to the terms and conditions of the Exchange within 120 days of Government receiving notice pursuant to 3.0, either may refer the matter to the dispute resolution process under 26.3.0.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 6.0 An arbitrator appointed under 26.7.0 to resolve a dispute referred pursuant to 5.0 of this schedule shall have, in addition to all other powers provided under Chapter 26 - Dispute Resolution, the power to determine the Crown Land to be exchanged for the Settlement Land specified pursuant to 2.0 and 3.0.
- 7.0 Upon completion of the Exchange, the Crown Land exchanged for Settlement Land shall be Fee Simple Settlement Land of the Tr'ondëk Hwëch'in.

**CROSS REFERENCED CLAUSES:** 7.8.1 (all), 26.3.0, 26.7.0, Appendix A - Settlement Land Descriptions R-7A, R-22B, R8OB

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Responsibility	Activities	Timing
Government	Give written notice to TB specifying the Settlement Land to be exchanged pursuant to 1.1.	No later than the determination of the final alignment of the reconstructed ditch
TH	Give written notice to Government specifying any Settlement Land to be exchanged pursuant to 1.2.	Within 90 days of receiving the notice
TH, Government	Enter into negotiations with a view to concluding the Exchange.	As soon as practicable following Government's receipt of TH notice pursuant to 3.0
	<u>If Government and TB are unable to reach agreement on the terms and conditions of the Exchange with 120 days of Government receiving notice pursuant to 3.0:</u>	
TH or Government	At discretion, refer the matter to the dispute resolution process under 26.3.0.	As necessary

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Land Exchange in connection with the Tr'o-ju-wech'in Heritage Site

**RESPONSIBLE PARTY:** Government, TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

#### Chapter 9- Schedule C

##### 1.1 If the owners of:

1.1.1 Lot 21, Block 2, Plan 8338A CLSR, Klondike Addition, or of

1.1.2 South half of Lot 7, Block 5, Plan 8338A CLSR, Klondike Addition,

(collectively, the "Lots"),

offer to transfer to Government fee simple title to either or both of the Lots for a nominal sum not to exceed \$10.00, Government shall accept the offer and thereafter shall transfer the Lots to the Tr'onděk Hwěch'in as Category B Settlement Land in exchange for Settlement Land of equal size from Parcel R-64B by adjusting the northeasterly boundary of Parcel R-64B so that the total surveyed area of Parcel R-64B is reduced by an amount equal to the size of the Lots and so that the total surveyed area of Fee Simple Settlement Land and Category B Settlement Land of the Tr'onděk Hwěch'in remains 403.29 square miles (the "Exchange").

1.2 Following the Exchange, the Lots shall be part of Parcel S-211B/D and of the Tr'o-ju-wech'in Heritage Site described in Schedule B to Chapter 13 - Heritage.

1.3 As soon as practicable after the Exchange, the Tr'onděk Hwěch'in shall take all necessary steps to remove from the register in the Land Titles Office the titles to the Lots and Government shall take all necessary steps to assist the Tr'onděk Hwěch'in to that end.

1.4 Following the Exchange, the Tr'onděk Hwěch'in shall not seek to register any instruments against or otherwise deal with the titles to the Lots so long as they are still registered in the Land Titles Office.

**CROSS REFERENCED CLAUSES:** Chapter 9 Schedule C 1.5, Appendix A Settlement Land Descriptions R-64B, S-211B/D

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
Government	If the owners of the Lots agree to transfer the Lots for a sum not to exceed \$10.00, accept the offer and transfer the Lots to TH in exchange for Settlement Land of equal size from Parcel R-64B.	As necessary
TH, Government	Identify process for removal of titles from the Land Titles Office. Identify where Government can assist TH in this process.	Upon request of TH
TH	Take all necessary steps to remove from the register in the Land Titles Office, the titles to the Lots.	As soon as practicable
Government	Assist TH in removing the titles to Lots.	As necessary



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Proposed establishment of a Special Management Area that does not include Settlement Land

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** Dawson District Renewable Resources Council ("RRC"), Yukon Heritage Resources Board ("YHRB")

### OBLIGATIONS ADDRESSED:

10.3.3 Except as provided in a Yukon First Nation Final Agreement, where Government proposes to establish a Special Management Area, Government shall refer the proposal to the affected Renewable Resources Council for its review and recommendations.

10.3.4 Government may refer proposals to establish historic territorial parks, national historic sites administered by the Canadian Parks Service or to designate Heritage Sites as Designated Heritage Sites to the Heritage Resources Board established pursuant to 13.5.0 instead of the affected Renewable Resources Council for its review and recommendations.

10.3.4.1 Nothing in 10.3.4 shall be construed to prevent Government from informing the Tr'ondëk Hwëch'in of a proposal referred to in 10.3.4.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.1; 10.4.1 (all), 10.5.1, 10.5.7, 10.5.8, 10.5.9, 10.6.0 (all), 10.7.0 (all)

Responsibility	Activities	Timing
Government	Forward proposal for a Special Management Area to the RRC or YHRB. Notify affected YFNs.	If proposing the establishment of a Special Management Area that does not include Settlement Land
RRC or YHRB	Review proposal for Special Management Area. Prepare and provide recommendations to Government regarding proposal.	As required within reasonable time period
Government	Review recommendations of RRC or YHRB.	
Government	Establish Special Management Area (after consideration of 10.4.1).	At discretion of Government

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Proposed establishment of a Special Management Area that includes Settlement Land

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** Dawson District Renewable Resources Council ("RRC"), Yukon Heritage Resources Board ("YHRB")

### OBLIGATIONS ADDRESSED:

10.3.3 Except as provided in a Yukon First Nation Final Agreement, where Government proposes to establish a Special Management Area, Government shall refer the proposal to the affected Renewable Resources Council for its review and recommendations.

10.3.4 Government may refer proposals to establish historic territorial parks, national historic sites administered by the Canadian Parks Service or to designate Heritage Sites as Designated Heritage Sites to the Heritage Resources Board established pursuant to 13.5.0 instead of the affected Renewable Resources Council for its review and recommendations.

10.3.4.1 Nothing in 10.3.4 shall be construed to prevent Government from informing the Tr'ondëk Hwëch'in of a proposal referred to in 10.3.4.

10.3.5 A Special Management Area may not include Settlement Land without the consent of the affected Yukon First Nation.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.1; 10.4.1 (all), 10.5.1, 10.5.7, 10.5.8, 10.5.9, 10.6.0 (all), 10.7.0 (all)

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Responsibility	Activities	Timing
Government	Forward proposal for a Special Management Area to the TH.	If proposing the establishment of a Special Management Area that includes Settlement Land
TH	Grant or deny consent to include Settlement Land in Special Management Area.	Within a reasonable time following receipt of proposal

## TR'ONDÊK HWËCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	If TH consents to proposal, forward proposal to the RRC or YHRB.	Following receipt of TH consent to the inclusion of Settlement Land in the proposed Special Management Area
RRC or YHRB	Review proposal for Special Management Area. Prepare and provide recommendations to Government regarding proposal.	Within reasonable time following receipt of the proposal
Government	Review recommendations of RRC or YHRB.	Following receipt of recommendations
Government	Establish Special Management Area (after consideration of 10.4.1).	At discretion of Government

## TR'ONDÊK HWËCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Negotiation of agreement regarding proposed Special Management Area which will adversely affect rights of TH under a Settlement Agreement

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### **OBLIGATIONS ADDRESSED:**

10.4.1 Where a Special Management Area is proposed to be established which will adversely affect rights of a Yukon First Nation under a Settlement Agreement, Government and the affected Yukon First Nation shall, at the request of either party, negotiate an agreement to:

10.4.1.1 establish any rights, interests and benefits of the affected Yukon First Nation in the establishment, use, planning, management and administration of the Special Management Area; and

10.4.1.2 mitigate adverse effects of the establishment of the Special Management Area on the affected Yukon First Nation.

10.4.2 Agreements negotiated pursuant to 10.4.1:

10.4.2.1 shall address the rights Yukon Indian People have for Harvesting Fish and Wildlife within the Special Management Area;

10.4.2.2 may address the economic and employment opportunities and benefits for the affected Yukon First Nation;

10.4.2.3 may address whether, and on what terms, including provisions on management, Settlement Land may be included in the Special Management Area; and

10.4.2.4 may include such other provisions as Government and the affected Yukon First Nation may agree.

10.4.3 Where Government and the affected Yukon First Nation do not agree on the terms of an agreement pursuant to 10.4.1, the parties may refer the outstanding issues to the dispute resolution process under 26.4.0.

10.4.4 Where mediation under 10.4.3 does not result in agreement, the Government may establish the Special Management Area.

**CROSS REFERENCED CLAUSES:** 10.3.3, 10.3.4, 10.4.5, 10.4.8, 10.4.9, 26.4.0

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
Government	Forward proposal for Special Management Area to TH.	When Government proposes to establish a Special Management Area in TH Traditional Territory
TH	Review Special Management Area proposal for impact on TH rights under the THFA. Provide comments to Government regarding proposal for Special Management Area.	Within reasonable period of time
TH, Government	Negotiate an agreement pursuant to 10.4.1.	At the request of any party
Government	At discretion, establish Special Management Area.	As necessary
TB, Government	At discretion, refer outstanding issues to mediation under 26.4.0.	As necessary

### Planning Assumption

1. Pursuant to 10.3.3 and 10.3.4, Government shall refer the proposal for a Special Management Area to the affected Renewable Resource Council or to the Yukon Heritage Resources Board at an appropriate time.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Access by Yukon Indian Person to Special Management Area established pursuant to 10.4.4

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

10.4.5 Notwithstanding 6.2.3.2, access by a Yukon Indian Person to a Special Management Area established pursuant to 10.4.4 for Harvesting Fish or Wildlife pursuant to a Settlement Agreement may be limited or prohibited only for reasons of Conservation, public health or public safety.

**CROSS REFERENCED CLAUSES:** 6.2.3, 6.2.3.2, 10.4.4, 16.3.3 (all)

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Responsibility	Activities	Timing
Government	Notify TH that access by a Yukon Indian Person Management Area within TH Traditional Territory is proposed to be limited or prohibited for reasons of Conservation, public health or safety. Provide details.	As required to a Special
TB	Prepare and present views to Government regarding proposed limitation or prohibition of access.	Within a reasonable period of time
Government	Provide full and fair consideration of TH views and provide response to TH	As necessary
TH, Government	If limitation or prohibition is imposed, notify TH citizens.	

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Negotiate an agreement for Special Management Area where Government has established Special Management Area pursuant to 10.4.4

**RESPONSIBLE PARTY:** TH, Government

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

10.4.6 Government and the affected Yukon First Nation may, at any time after the establishment of a Special Management Area pursuant to 10.4.4, negotiate an agreement pursuant to 10.4.1 in respect of that Special Management Area, in which case 10.4.5 shall no longer apply to that Special Management Area.

**CROSS REFERENCED CLAUSES:** 10.4.1 (all), 10.4.4, 10.4.5

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Responsibility	Activities	Timing
Government, TH	At discretion, propose negotiations pursuant to 10.4.1.	After the establishment of a Special Management Area pursuant to 10.4.4
Government, TH	Enter negotiations.	If parties agree to negotiate

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Amendment to Special Management Area agreement negotiated pursuant to 10.4.1

**RESPONSIBLE PARTY:** TH, Government

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

10.4.8 Any agreement concluded between Government and the affected Yukon First Nation pursuant to 10.4.1 may be amended according to the terms set out in that agreement.

### CROSS REFERENCED CLAUSES: 10.4.1

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Responsibility	Activities	Timing
TH or Government	Propose an amendment to Special Management Area agreement negotiated pursuant to 10.4.1 according to terms established by that agreement.	At discretion of any party to the Special Management Area agreement
TH or Government (other party)	Review and respond to proposed amendment.	Within reasonable period of time
TH, Government	Amend Special Management Area agreement.	If parties agree



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Appending Special Management Area agreement negotiated pursuant to 10.4.1 to THFA

**RESPONSIBLE PARTY:** TH, Canada, Yukon

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

10.4.9 Any agreement concluded between Government and the affected Yukon First Nation pursuant to 10.4.1 may be appended to and form part of that Yukon First Nation's Final Agreement if Government and the Yukon First Nation agree.

**CROSS REFERENCED CLAUSES:** 2.3.4, 2.3.5, 2.3.6, 10.4.1, 10.4.6

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Responsibility	Activities	Timing
TH or Canada or Yukon	Propose that Special Management Area agreement negotiated under 10.4.1 be appended to and form part of the THFA.	At discretion of any party
TH, Canada, Yukon	Consider proposal to append Special Management Area agreement to THFA.	
TB, Canada, Yukon	Append Special Management Area agreement to THFA pursuant to amending process under 2.3.4, 2.3.5 and 2.3.6.	If Parties agree to append to THFA

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Preparation of management plan for each Special Management Area established pursuant to the THFA

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** Dawson District Renewable Resources Council ("RRC"), Yukon Heritage Resources Board ("YHRB")

### OBLIGATIONS ADDRESSED:

10.5.2 Government shall prepare, or have prepared, a management plan for each Special Management Area established pursuant to a Yukon First Nation Final Agreement after the Effective Date of that Yukon First Nation Final Agreement.

10.5.3 Government shall make best efforts to complete the management plan within five years of the establishment of the Special Management Area.

10.5.4 Government shall review each management plan at least once every 10 years.

10.5.5 The management plan and any proposed amendments thereto shall be referred before approval to the relevant Renewable Resources Council or to the Yukon Heritage Resources Board, as the case may be, for its review and recommendations.

10.5.6 The provisions of 16.8.0 shall apply in respect of the implementation of any recommendations made pursuant to 10.5.5.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.1; 10.4.1 (all), 10.6.1 (all), 10.7.1, 16.5.4, 16.8.0 (all)

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Responsibility	Activities	Timing
Government	Prepare a draft management plan if Special Management Area established.	Best efforts within five years of establishment of Special Management Area
Government	Forward draft management plan for Special Management Area to RRC or YHRB.	Prior to approval
RRC or YHRB	Review draft management plan. Prepare and forward recommendations to Government.	Within a reasonable period of time

## TR'ONDÊK HWËCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
Government	Consider recommendations of RRC or YHRB and incorporate into draft management plan as determined by Government. Follow procedure under 16.8.0, if recommendation comes from RRC.	As necessary
Government	Adopt management plan.	At discretion of Minister
Government	Initiate review of management plan.	In sufficient time for the review to be completed within 10 years following adoption of management plan

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Establishment of Tombstone Territorial Park

**RESPONSIBLE** TH, Yukon, Canada

**PARTY:**

**PARTICIPANT/** None identified

**LIAISON:**

### OBLIGATIONS ADDRESSED:

#### Chapter 10 Schedule A

- 3.1 Yukon shall establish the Core Area, and such portions of the Study Area as are decided pursuant to 5.0 to be included in the Park, as a natural environment park under the Parks Act, R.S.Y. 1986, c. 126, in accordance with this schedule, as soon as practical following the determination of the boundaries of the Park pursuant to 5.0.
- 3.2 Canada shall transfer to the Commissioner of the Yukon the administration and control of Crown Land within the Park, excluding the mines and minerals and the right to work the mines and minerals, as soon as practical following the determination of the boundaries of the Park pursuant to 5.0.
- 3.3 Subject to 3.6, Canada shall prohibit entry on the Core Area and Study Area 1 for the purpose of locating, prospecting or mining under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3, withdraw the Core Area and Study Area 1 from the disposal of any interest pursuant to the Territorial Lands Act, R.S.C. 1985, c. T-7, and prohibit the issuance of interests under the Canadian Petroleum Resources Act, R.S.C. 1985 (2d Supp.), e. 36 in the Core Area and Study Area 1 for 24 months from the Effective Date of this Agreement or until the boundaries of the Park are determined pursuant to 5.0, whichever is earlier.
- 3.3.1 Subject to 3.6, no one may carry out any activities related to the exploration or production of Oil and Gas in the Core Area and Study Area 1 for 24 months from the Effective Date of this Agreement or until the boundaries of the Park are determined pursuant to 5.0, whichever is earlier.
- 3.3.2 Subject to 3.6, no one may explore for coal or stake for coal in the Core Area or Study Area 1 for 24 months from the Effective Date of this Agreement or until the boundaries of the Park are determined pursuant to 5.0, whichever is earlier.
- 3.4 Canada shall notate on its Territorial Resource Base Maps and staking sheets Study Area 2 as "Tombstone Park Study Area" for 24 months from the Effective Date of this Agreement or until the boundaries of the Park are determined pursuant to 5.0, whichever is earlier.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 3.5 Following determination of the boundaries of the Park pursuant to 5.0, and subject to 3.6, Canada shall prohibit entry on the Park for the purpose of locating, prospecting or mining under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3, withdraw the Park from the disposal of any interest pursuant to the Territorial Lands Act, R.S.C. 1985, c. T-7 and prohibit the issuance of interests under the Canadian Petroleum Resources Act, R.S.C. 1985 (2d Supp.), c. 36 in the Park.
- 3.5.1 Following determination of the boundaries of the Park pursuant to 5.0, and subject to 3.6, no one may carry out any activities related to the exploration or production of Oil and Gas in the Park.
- 3.5.2 Following determination of the boundaries of the Park pursuant to 5.0, and subject to 3.6, no one may explore for coal in the Park.
- 3.6 For greater certainty, the provisions of 3.3 and 3.5 shall not apply in respect of:
- 3.6.1 existing recorded mineral claims and leases under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and existing recorded placer mining claims and leases to prospect under the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3;
- 3.6.2 existing oil and gas interests under the Canadian Petroleum Resources Act R.S.C. 1985 (2d Supp.), c. 36;
- 3.6.3 existing rights granted under section 8 of the Territorial Lands Act, R.S.C. 1985, c. T-7; and
- 3.6.4 any successor or replacement rights and any new leases, licenses, permits or other rights which may be granted in respect of an interest described in 3.6.1, 3.6.2 or 3.6.3.
- 3.7 Designation as a natural environment park shall not be removed from any part of the Park except by the agreement of Government and the Tr'ondëk Hwëch'in.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 5.0

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
Canada	Subject to 3.6, prohibit entry on the Core Area and Study Area 1 for the purposes of locating, prospecting or mining under the <u>Yukon Quartz Mining Act</u> , R.S.C. 1985, c. Y-4 and the <u>Yukon Placer Mining Act</u> , R.S.C. 1985, c. Y-3; prohibit the issuance of interests in the Core Area and Study Area 1 under the <u>Canadian Petroleum Resources Act</u> , R.S.C. 1985 (2d Supp.), c. 36; and withdraw the Core Area and Study Area 1 from the disposal of any interest pursuant to the <u>Territorial Lands Act</u> , R.S.C. 1985, c. T-7 for 24 months from the Effective Date or until the boundaries of the Park are determined pursuant to 5.0, whichever is earlier. Notify Yukon and TH of prohibition and withdrawal.	By the Effective Date
Canada	Notate on its Territorial Resource Base Maps and staking sheets Study Area 2 as "Tombstone Park Study Area" for 24 months from the Effective Date or until the boundaries of the Park are determined pursuant to 5.0, whichever is earlier.	By the Effective Date
Canada	Subject to 3.6, prohibit entry on the Park for the purposes of locating, prospecting or mining under the <u>Yukon Quartz Mining Act</u> , R.S.C. 1985, c. Y-4 and the <u>Yukon Placer Mining Act</u> , R.S.C. 1985, c. Y-3; prohibit the issuance of interests in the Park under the <u>Canadian Petroleum Resources Act</u> , R.S.C. 1985 (2d Supp.), c. 36; and withdraw the Park from the disposal of any interest pursuant to the <u>Territorial Lands Act</u> , R.S.C. 1985, c. T-7. Notify Yukon and TH of prohibition and withdrawal.	Following determination of the boundaries of the Park pursuant to 5.0
Canada	Transfer to the Commissioner of the Yukon the administration and control of Crown Land within the Park, excluding the mines and minerals and the right to work the mines and minerals.	As soon as practical following the determination of the boundaries of the Park pursuant to 5.0

## TR'ONDÊK HWËCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
Yukon	Establish the Core Area, and such portions of the Study Area as are decided pursuant to 5.0 to be included in the Park, as a natural environment park under the <u>Parks Act</u> , R.S.Y. 1986, c. 126, in accordance with this schedule.	As soon as practical following the determination of the boundaries of the Park pursuant to 5.0
Yukon or TH	If making a proposal to remove from any part of the Park the designation as a natural environment park, forward the proposal to the other party.	As necessary
Yukon or TH	Consider the proposal.	As necessary
Yukon	If the Yukon and TH agree, remove the designation as a natural environment park from the part of the Park as identified in the proposal.	As necessary

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Establishment of Steering Committee for Tombstone Territorial Park (the "Park")

**RESPONSIBLE PARTY:** TH, Yukon

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

- 4.1 Government shall, as soon as practical and in any case no later than 90 days after the Effective Date of this Agreement, establish a steering committee (the "Steering Committee") to:
  - 4.1.1 review the Study Area and make recommendations on whether to include within the boundaries of the Park any portion of the Study Area; and thereafter to
  - 4.1.2 prepare a management plan (the "Management Plan") for the Park.
- 4.2 The Steering Committee shall be comprised of four members of whom two shall be nominated by Government and two shall be nominated by the Tr'ondëk Hwëch'in.
- 4.3 Prior to any appointments being made to the Steering Committee, the Minister and the Tr'ondëk Hwëch'in shall make reasonable efforts to reach consensus as to the individuals which each nominates to the Steering Committee.
- 4.4 In attempting to reach consensus under 4.3, the Minister and the Tr'ondëk Hwëch'in shall consider:
  - 4.4.1 any prospective nominee's familiarity with and sensitivity to Tr'ondëk Hwëch'in culture and to the aspirations of the Tr'ondëk Hwëch'in relating to the Park;
  - 4.4.2 any prospective nominee's familiarity with renewable resources issues in the Park, park planning and park management, however, a prospective nominee will not be disqualified only because that nominee is not familiar with park planning and park management issues;
  - 4.4.3 the compatibility of proposed nominees; and
  - 4.4.4 any other matters to which the Minister and the Tr'ondëk Hwëch'in agree.



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 4.5 If, after having made the reasonable efforts required by 4.3, the Minister and the Tr'ondëk Hwëch'in are unable to reach consensus, either may give written notice to the other setting out the names of the individuals whom it intends to nominate to the Steering Committee and 14 days thereafter may so nominate those individuals.

### CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 4.6

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Responsibility	Activities	Timing
TH, Yukon	Make reasonable efforts to reach consensus as to the individuals which each nominates to the Steering Committee. In attempting to reach consensus, consider factors set out in 4.4.  <u>If consensus is reached:</u>	In sufficient time to ensure that the Steering committee is established within 90 days of Effective Date
TH, Yukon	Nominate those individuals.  <u>If no consensus is reached:</u>	As soon as practicable
TH or Yukon	At discretion, give written notice to the other party setting out the names of the individuals whom it intends to nominate to the Steering Committee.	As necessary
TH or Yukon	At discretion, nominate those individuals provided for in the written notice.	At least 14 days after providing notice
Yukon	Establish the steering committee comprised of two members nominated by the Yukon and two members nominated by TH.	As soon as practicable after nomination of steering committee members and in any case no later than 90 days after Effective Date

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Boundary Review for Tombstone Territorial Park (the "Park")

**RESPONSIBLE PARTY:** TB, Yukon

**PARTICIPANT/ LIAISON:** Canada

### **OBLIGATIONS ADDRESSED:**

#### Chapter 10 Schedule A

- 5.1 In its review of the Study Area, the Steering Committee shall provide for a public consultation process which recognizes the territorial significance of the Park.
- 5.2 Identification of any portions of the Study Area to be recommended for inclusion in the Park shall be consistent with and guided by the objectives of this schedule.
- 5.3 The Steering Committee shall make best efforts to complete its review of the Study Area, and to provide its recommendations to Government and the Tr'ondëk Hwëch'in as to the boundaries of the Park, within 18 months of the Effective Date of this Agreement.
- 5.4 The Tr'ondëk Hwëch'in or Government may refer the recommendations of the Steering Committee to the Yukon Heritage Resources Board, the Yukon Fish and Wildlife Management Board and the Dawson District Renewable Resources Council for their review and recommendations.
- 5.5 Within 90 days of receipt of the Steering Committee's recommendations, Government and the Tr'ondëk Hwëch'in shall jointly review those recommendations and shall make reasonable attempts to reach consensus as to the boundaries of the Park.
- 5.6 If Government and the Tr'ondëk Hwëch'in are unable to reach consensus as to the boundaries of the Park, either may refer the matter to the dispute resolution process under 26.4.0.
- 5.7 If the matter referred to the dispute resolution process under 5.6 is not resolved, the Minister may accept, vary or set aside the recommendations of the Steering Committee under 5.3 and the decision of the Minister as to the boundaries of the Park shall be forwarded to the Tr'ondëk Hwëch'in and to Canada.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 4.6; 26.4.0

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Steering committee	Prepare a workplan for the review of the Study Area including a public consultation process which recognizes the territorial significance of the Park.	As soon as practicable after establishment of the steering committee
Steering committee	Complete its review of the Study Area and provide recommendations to TH and Yukon as to the boundaries of the Park.	Best efforts within 18 months of the Effective Date
TH or Yukon	At discretion, refer the recommendations of the Steering Committee to the Yukon Heritage Resources Board, the Yukon Fish and Wildlife Management Board and the Dawson District Renewable Resources Council for their review and recommendations.	As necessary
TB, Yukon	Jointly review recommendations and make reasonable attempts to reach consensus as to the boundaries of the Park.	Withing 90 days of receipt of the Steering Committee's recommendations
	<u>If Yukon and TH are unable to reach consensus as to the boundaries of the Park:</u>	
TH or Yukon	At discretion, refer the matter of the dispute resolution process under 26.4.0.	As necessary
	<u>If the matter referred to the dispute resolution process is not resolved:</u>	
Minister	At discretion, accept, vary or set aside the recommendations of the Steering Committee and forward decision to TH and Canada.	As necessary

### Planning Assumption

1. The workplan discussions will identify timelines, budgetary and other resources required and each party's participation in the process of determining the boundaries of the Park.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Management Plan for Tombstone Territorial Park (the "Park")

**RESPONSIBLE  
PARTY:** TB, Yukon

**PARTICIPANT/  
LIAISON:** Canada

### **OBLIGATIONS ADDRESSED:**

#### Chapter 10 Schedule A

- 6.1 The Steering Committee shall make best efforts to recommend a Management Plan to Government and to the Tr'ondëk Hwëch'in within 18 months of the determination of the boundaries of the Park pursuant to 5.0.
- 6.2 The Management Plan shall be consistent with the objectives of this schedule.
- 6.3 In preparing the Management Plan, the Steering Committee shall provide for a public consultation process which recognizes the territorial significance of the Park.
- 6.4 The Management Plan shall address all matters pertaining to the management of the Park, including:
  - 6.4.1 management and protection of Fish and Wildlife and their habitat in the Park;
  - 6.4.2 management and protection of other renewable resources in the Park;
  - 6.4.3 management and protection of Heritage Resources in the Park;
  - 6.4.4 access to and use of the Park for recreational activities;
  - 6.4.5 access to and use of the Park for public harvesting of Fish and Wildlife;
  - 6.4.6 access to and use of the Park for commercial purposes;
  - 6.4.7 traditional knowledge, customs and culture of Tr'ondëk Huch'in in connection with the Park and its natural and cultural resources;
  - 6.4.8 the role and views of Tr'ondëk Hwëch'in elders in relation to the Park;
  - 6.4.9 the interest of the Tr'ondëk Hwëch'in in the interpretation of place names and Heritage Resources in the Park directly related to the culture of the Tr'ondëk Hwëch'in;

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 6.4.10 measures to enhance public awareness and appreciation of the Park;
  - 6.4.11 identification of specific economic opportunities for the Tr'ondëk Hwëch'in and Tr'ondëk Huch'in in the Park;
  - 6.4.12 permitting or other methods of regulating use of the Park; and
  - 6.4.13 such other matters as the Tr'ondëk Hwëch'in and Government may jointly request the Steering Committee to consider.
- 6.5 The Steering Committee may refer the Management Plan to the Yukon Heritage Resources Board, the Yukon Fish and Wildlife Management Board and the Dawson District Renewable Resources Council for their review and recommendations.
- 7.1 Within 90 days of receipt of the Management Plan, Government and the Tr'ondëk Hwëch'in shall jointly review the provisions set out therein and shall make reasonable efforts to reach a consensus as to the provisions to be included in the Management Plan.
- 7.2 If Government and the Tr'ondëk Hwëch'in are unable to reach a consensus under 7.1, either may refer the matter to the dispute resolution process under 26.4.0.
- 7.3 If the matter referred to the dispute resolution process under 7.2 is not resolved, the Minister may accept, vary or set aside the provisions set out in the Management Plan, and the decision of the Minister as to the provisions to be included in the Management Plan shall be forwarded to the Tr'ondëk Hwëch'in.

**CROSS REFERENCED CLAUSES:** 2.11.8, Chapter 10 Schedule A 5.0; 26.4.0

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Responsibility	Activities	Timing
Steering Committee	Prepare a workplan for the development of the Management Plan for the Park including a public consultation process which recognizes the territorial significance of the Park.	As soon as practicable after establishment of the Steering Committee
Steering Committee	At discretion, refer the draft Management Plan to the Yukon Heritage Resources Board, the Yukon Fish and Wildlife Management Board and the Dawson District Renewable Resources Council for their review and recommendations.	As necessary

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
Steering committee	Recommend a draft Management Plan to Yukon and TH which addresses all matters referred to in 6.4.	Best efforts within 18 months of the determination of the boundaries of the Park pursuant to 5.0
TH, Yukon	Jointly review draft Management Plan and make reasonable attempts to reach consensus as to the provisions to be included in the Management Plan for the Park.  <u>If Yukon and TH are unable to reach consensus as to the provisions to be included in the Management Plan:</u>	Within 90 days of receipt of the draft Management Plan
TH or Yukon	At discretion, refer the matter to the dispute resolution process under 26.4.0.  <u>If the matter referred to the dispute resolution process is not resolved:</u>	As necessary
Yukon	At discretion, accept, vary or set aside the provisions set out in the draft Management Plan and forward decision to TH.	As necessary

### Planning Assumption

1. The workplan discussions will identify timelines, budgetary and other resources required and each party's participation in the process of developing the Management Plan.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The development of economic opportunities associated with the establishment of the Tombstone Territorial Park (the "Park"), construction of Park facilities and the operation and maintenance of the Park

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### **OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

- 10.1 In evaluating any competitive proposal, bid or tender for work associated with the establishment of the Park, construction of Park facilities and the operation and maintenance of the Park, Government shall include among the factors for consideration, employment of Tr'ondëk Huch'in, and Tr'ondëk Hwëch'in and Tr'ondëk Huch'in ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 10.2

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Responsibility	Activities	Timing
TH, Yukon	Jointly develop criteria to meet the requirements of Chapter 10 Schedule A 10.1 and identify the specifics as to how the criteria will be included into the contracting processes.	At least six months prior to the establishment of the Park
Yukon	Include criteria which meet the requirements of Chapter 10 Schedule A 10.1 in the evaluation of any competitive proposal, bid or tender for work associated with the establishment of the Park, construction of Park facilities and the operation and maintenance of the Park.	As necessary

### **Planning Assumption**

1. Yukon retains ultimate responsibility for contracting associated with the Park.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Right to acquire licences or permits in the commercial wilderness adventure travel industry applicable to the Tombstone Territorial Park (the "Park")

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

#### Chapter 10 Schedule A

- 10.3 If a licensing or permitting regime in respect of a sector of the commercial wilderness adventure travel industry applicable to the Park is established and Government places a limit upon the number of such licenses or permits to be issued in respect of the Park, Tr'ondëk Hwëch'in shall have a right of first refusal to acquire a portion of those licenses or permits as follows:
- 10.3.1 in the first year that Government places the limit, Government shall offer to Tr'ondëk Hwëch'in in respect of the Park:
- 10.3.1.1 25 percent of the licenses or permits to be issued, less the number of licenses or permits required to allow existing operations which are held by Tr'ondëk Hwëch'in Firms to operate at their then existing level in the Park; or
- 10.3.1.2 the number of licenses or permits that remain after the then existing operations in the Park have been issued the licenses or permits that are required to allow them to operate at their then existing level in the Park,
- whichever is less; and
- 10.3.2 in the second year, and each year thereafter, Government shall offer to the Tr'ondëk Hwëch'in any new licenses or permits issued from time to time in the Park until the Tr'ondëk Hwëch'in and Tr'ondëk Hwëch'in Firms together have been issued 25 percent of the licenses or permits issued from time to time.
- 10.4 In calculating the number of licenses or permits required to be offered to the Tr'ondëk Hwëch'in pursuant to 2.1 of Schedule A, Part II - Allocation of Licenses, Permits and Concessions of Chapter 22 - Economic Development Measures, the total number of licenses or permits to be issued in the Park in respect of a sector of the commercial wilderness adventure travel industry shall be included in the total number of licenses or permits to be issued in the Traditional Territory of the Tr'ondëk Hwëch'in in respect of that sector.



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 10.5 The number of licenses or permits offered to the Tr'ondëk Hwëch'in pursuant to this schedule shall not be included in the calculation of the number of licenses or permits required to be offered to the Tr'ondëk Hwëch'in pursuant to 2.1 of Schedule A, Part II - Allocation of Licenses, Permits and Concessions of Chapter 22 - Economic Development Measures.
- 10.6 The conditions set out at 4.0 of Schedule A, Part II - Allocation of Licenses, Permits and Concessions of Chapter 22 - Economic Development Measures shall apply, with the exception of 4.13 which shall not apply, to the licenses or permits referred to in 10.3 and the issuance of such licenses or permits.
- 10.7 Nothing in 10.3 shall be construed to prevent the Tr'ondëk Hwëch'in from acquiring additional licenses or permits in respect of a sector of the commercial wilderness adventure travel industry applicable to the Park in accordance with Laws of General Application.

**CROSS REFERENCED CLAUSES:** Chapter 22 Schedule A Part 112.1

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Responsibility	Activities	Timing
	<u>If a licensing or permitting regime in respect of a sector of the commercial wilderness adventure travel industry applicable to the Park is established and Yukon places a limit upon the number of such licenses or permits to be issued in respect of the Park:</u>	
	<u>In the first year that Yukon places a limit:</u>	
Yukon	Offer to TH 25 percent of the licenses or permits to be issued, less the number of license or permits required to allow existing operations which are held by TH Firms to operate at their then existing level in the Park;	When licences or permits are offered
	OR	
	Offer to TH the number of licenses or permits that remain after the then existing operations in the Park have been issued the licenses or permits that are required to allow them to operate at their then existing level in the Park,	
	whichever is less.	

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
TH	At discretion, accept the offer by applying for the new licence or permit.	Within a reasonable time
Yukon	If TH applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period
	<u>In the second and subsequent years that Yukon places a limit, if the 25 percent allocation has not been met:</u>	
Yukon	Notify TH of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to TH any new licence or permit, issued from time to time, until TH and TH Firms together have been issued 25 percent of the licences or permits, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
TH	At discretion, accept the offer by applying for the new licence or permit.	Within a reasonable time
Yukon	If TH applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Inclusion of Han language in any interpretive displays and signs regarding the history and culture of TH that may be erected in, or related to, the Tombstone Territorial Park (the "Park")

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ TH LIAISON:**

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

11.1 The Han language shall be included, where practicable, in any interpretive displays and signs regarding the history and culture of the Tr'ondëk Hwëch'in that may be erected in, or related to, the Park.

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
Yukon	Consult with TH when proposing to develop interpretive displays or signage regarding the history and culture of TH that may be erected in, or related to, the Park.	As necessary
Yukon	Include the Han language in any interpretive displays and signs regarding the history and culture of TH that are erected in, or are related to, the Park.	As required
Yukon	If Yukon deems it not to be practicable to include the Han language in any interpretive displays and/ or signs regarding the history and culture of TH that Yukon is considering erecting in, or which are related to, the Park, notify TH providing reasons.	Prior to erecting interpretive displays and signs

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Naming or renaming of places or features in the Tombstone Territorial Park (the "Park")

**RESPONSIBLE PARTY:** Yukon Geographical Place Names Board ("YGPNB"), Yukon

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

11.2 When considering the naming or renaming of places or features in the Park, the responsible agency shall Consult with the Tr'ondëk Hwëch'in.

### CROSS REFERENCED CLAUSES: 13.11.2

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Responsibility	Activities	Timing
Yukon	Refer proposals for naming or renaming places or features in the Park to the YGPNB and TH.	Within a reasonable period of time upon receipt of proposals
TH	Undertake the necessary research and provide views to the YGPNB.	Within a reasonable time as proposed by the YGPNB or as the parties may agree
YGPNB	Provide full and fair consideration of views presented. Provide recommendations regarding the place name to Yukon.	After TH presents its views
Yukon	Approve or deny place name. Notify TH and YGPNB of outcome.	After receipt of recommendation

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Management and Implementation of the Management Plan for the Tombstone Territorial Park (the "Park")

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

- 12.1 The Park shall be managed in accordance with the Parks Act, R.S.Y. 1986, c. 126, the Wildlife Act, R.S.Y. 1986, c. 178 and the Historic Resources Act, S.Y. 1991, c. 8 and the Management Plan, or prior to the approval of the Management Plan, in accordance with the objectives set out in 1.0.
- 12.2 Prior to establishment of the Park under 3.1, the Core Area and Study Area 1 shall be managed in accordance with the objectives set out in 1.0.
- 12.7 Government and the Tr'ondëk Hwëch'in shall consider and may develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Management Plan.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 1.0, 3.1

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Responsibility	Activities	Timing
Yukon	Manage the Core Area and Study Area 1 in accordance with the objectives set out in 1.0.	Prior to the establishment of the Park under 3.1
Yukon	Manage the Park in accordance with the objectives set out in 1.0.	Prior to the approval of the Management Plan
Yukon	Manage the Park in accordance with the <u>Parks Act</u> , R.S.Y. 1986, c. 126, the <u>Wildlife Act</u> , R.S.Y. 1986, c. 178 and the <u>Historic Resources Act</u> , S.Y. 1991, c. 8 and the Management Plan.	After approval of the Management Plan
TH, Yukon	Consider and at discretion, develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Management Plan.	After approval of the Management Plan

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Review and amendment of the Tombstone Territorial Park (the "Park") Management Plan

**RESPONSIBLE PARTY:** TH, Yukon

**PARTICIPANT/ LIAISON:** Yukon Heritage Resources Board

### OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

- 12.3 The Management Plan shall be jointly reviewed by Government and the Tr'ondëk Hwëch'in no later than 10 years after its initial approval and at least every 10 years thereafter.
- 12.4 Review of the Management Plan under 12.3 shall include a process for public consultation.
- 12.5 Government and the Tr'ondëk Hwëch'in shall make reasonable efforts to reach consensus as to any action to be taken as a result of the review of the Management Plan.
- 12.6 If Government and the Tr'ondëk Hwëch'in are unable to reach consensus pursuant to 12.5, Government shall determine what action, if any, shall result from the review of the Management Plan and shall advise Tr'ondëk Hwëch'in of its decision.

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
TH, Yukon	Establish terms of reference for a joint review of the Management Plan, and identify resources required to undertake the review,	In or before the ninth year following the completion of the management plan as needed so that resource requirements can be addressed in the parties' budgets for the following year(s)

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH, Yukon	Conduct review of the Management Plan including a process for public consultation. Identify any proposed amendments to the Management Plan.	In accordance with the terms of reference and no later than ten years after the initial approval of the Management Plan
	<u>If the review identifies any actions to be taken:</u>	
TH, Yukon	Make reasonable efforts to reach consensus as to any action to be taken as a result of the review of the Management Plan.	As required
	<u>If Government and TH are unable to reach consensus:</u>	
Yukon	Determine what action, if any, shall result from the review of the Management Plan. Advise TH of its decision.	As necessary

### Planning Assumptions

1. This cycle of activities will repeat for all subsequent reviews, adjusting timing as required.
2. The terms of reference discussions will identify timelines, budgetary and other resources required and each party's participation in carrying out the review.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Nominees to a Regional Land Use Planning Commission ("RLUPC")  
for region including any part of TH Traditional Territory

**RESPONSIBLE PARTY:** Government, TH, other affected YFNs

**PARTICIPANT/ LIAISON:** Tetlit Gwich'in

### OBLIGATIONS ADDRESSED:

- 11.4.2 Settlement Agreements shall provide for regionally based Regional Land Use Planning Commissions with one third representation by nominees of Yukon First Nations, one third representation by nominees of Government, and one third representation based on the demographic ratio of Yukon Indian People to the total population in a planning region.
- 11.4.2.1 Any Regional Land Use Planning Commission established for a planning region which includes any part of the Traditional Territory of the Tr'ondĕk Hwĕch'in shall be composed of one-third nominees of the Tr'ondĕk Hwĕch'in and the other Yukon First Nations whose Traditional Territories are included in the planning region, one-third nominees of Government, and one-third nominees appointed in accordance with 11.4.2.2.
- 11.4.2.2 Government, the Tr'ondĕk Hwĕch'in and the other Yukon First Nations whose Traditional Territories are included in the planning region shall agree on who may nominate each of the last one-third of the nominees to the Regional Land Use Planning Commission referred to in 11.4.2.1 based upon the demographic ratio of Yukon Indian People in the planning region to the total population in the planning region.
- 11.4.2.3 The Tr'ondĕk Hwĕch'in and the other Yukon First Nations whose Traditional Territories are included in the planning region shall determine the proposed Yukon First Nation nominees to the Regional Land Use Planning Commission, prior to entering the process in 11.4.2.5 and 11.4.2.6.
- 11.4.2.4 Failing agreement under 11.4.2.2 or determination under 11.4.2.3, Government, the Tr'ondĕk Hwĕch'in or any Yukon First Nation whose Traditional Territory is included in the planning region may refer the matter to the dispute resolution process under 26.3.0.
- 11.4.2.5 Prior to any appointments being made to a Regional Land Use Planning Commission, Government, and the Tr'ondĕk Hwĕch'in and the other Yukon First Nations whose Traditional Territories are included in a planning region, shall make reasonable attempts to reach a consensus as to the individuals which each nominates to the Regional Land Use Planning Commission.



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 11.4.2.6 In attempting to reach consensus under 11.4.2.5, Government, and the Tr'ondëk Hwëch'in and the other Yukon First Nations whose Traditional Territories are included in a planning region, shall consider:
- (a) any prospective nominee's familiarity with and sensitivity to the culture and aspirations of the Tr'ondëk Hwëch'in and the other Yukon First Nations whose Traditional Territories are included in a planning region;
  - (b) any prospective nominee's familiarity with land use planning issues;
  - (c) the compatibility of proposed nominees; and
  - (d) any other matters to which Government, and the Tr'ondëk Hwëch'in and the other Yukon First Nations whose Traditional Territories are included in the planning region, agree.
- 11.4.2.7 If, after having made the reasonable attempts required by 11.4.2.5, Government, and the Tr'ondëk Hwëch'in and the other Yukon First Nations whose Traditional Territories are included in the planning region, are unable to reach a consensus, either may give written notice to the others setting out the names of the individuals which it intends to nominate to the Regional Land Use Planning Commission and 14 days thereafter may so nominate those individuals.
- 11.4.2.8 Any Regional Land Use Planning Commission established for a planning region which includes any part of the Primary Use Area shall include one nominee of the Tetlit Gwich'in in the place of one nominee of the Tr'ondëk Hwëch'in and the other Yukon First Nations whose Traditional Territories are included in the planning region.

**CROSS REFERENCED CLAUSES:** 25.6.0 (all), 26.3.0 (all)

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Responsibility	Activities	Timing
Government, TH and other affected YFNs	In order to determine the total number of nominees from each party, agree on who will nominate each of the remaining one third of the representatives.	Upon decision to establish a RLUPC

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government, TH or other affected YFNs	If no agreement on who should nominate the remaining one third of the nominees, at discretion, refer disagreement to dispute resolution under 26.3.0.	As necessary
TH, other affected YFNs, Tetlit Gwich'in	Determine the proposed YFN nominees to the RLUPC. If planning region includes any part of the Primary Use Area, include one nominee of the Tetlit Gwich'in in place of one nominee of TH and the other affected YFNs.	Prior to entering the process in 11.4.2.5 and 11.4.2.6
TH or other affected YFNs	If no agreement on YFN nominees, at discretion, refer disagreement resulting from 11.4.2.3 to dispute resolution under 26.3.0.	As necessary
TH and other affected YFNs, Government	Make reasonable efforts to reach a consensus as to the individuals which each party nominates to the RLUPC.	When making nominations to the RLUPC
	<u>If consensus is reached:</u>	
TH and other affected YFNs, Government	Nominate those individuals.	As soon as practicable
OR		
	<u>If no consensus reached:</u>	
TH and other affected YFNs, Government	At discretion, give written notice to the other party identifying the individuals which it intends to nominate to the RLUPC.	As necessary
TH and other affected YFNs, Government	At discretion, nominate named individuals.	At least 14 days after notice provided

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Approval of regional land use plans by Government (Non-Settlement Land)

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** Regional Land Use Planning Commission ("RLUPC"), TH, other affected YFNs, affected Yukon communities

### OBLIGATIONS ADDRESSED:

11.6.2 Government, after Consultation with any affected Yukon First Nation and any affected Yukon community, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying on Non-Settlement Land.

11.6.3 If Government rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons, or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:

11.6.3.1 the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to Government, with written reasons; and

11.6.3.2 Government shall then approve, reject or modify that part of the plan recommended under 11.6.3.1 applying on Non-Settlement Land, after Consultation with any affected Yukon First Nation and any affected Yukon community.

**CROSS REFERENCED CLAUSES:** 11.4.4, 11.6.1

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Responsibility	Activities	Timing
Government	Notify TH and other affected YFNs and Yukon communities that Non-Settlement Land aspects of recommended regional land use plan are being considered by Government.	Upon receipt of regional land use plan
Government	Provide information about the recommended plan as it applies to Non-Settlement land and indicate reasonable time for response.	At time of notification

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH, other affected YFNs, and affected Yukon communities	Review information and prepare and present views,	Within reasonable period of time indicated by Government
Government	Provide full and fair consideration of views.	Before responding to the RLUPC
Government	Prepare and forward to the RLUPC, the Government response to aspects of the plan dealing with Non-Settlement Land, including written reasons for any modifications proposed and/or written reasons for rejecting plan.	After Consultation with YFNs and communities
RLUPC	If the plan is not supported in its entirety, reconsider plan in light of Government response and make final recommendation for plan to Government, including written reasons.	Upon receipt of Government response to plan
Government	Repeat Consultation with TH, other affected YFNs and affected Yukon communities for those items that may have been modified by the RLUPC in its final recommendation and any outstanding issues remaining between the RLUPC and Government.	Prior to final decision by Government
Government	Prepare and forward to the RLUPC the final Government acceptance, rejection or modification of aspects of the plan dealing with Non-Settlement Land.	After Consultation with YFNs and communities

### Planning Assumptions

1. To the extent practicable, Government and TH will undertake the necessary Consultation with respect to Non-Settlement and Settlement Land aspects of the plan in a coordinated fashion.
2. When reviewing the part of the plan which applies to Non-Settlement Land, Government will consider the entire recommended regional land use plan.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Approval of regional land use plans by TH (Settlement Land)

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Regional Land Use Planning Commission ("RLUPC"), Government

### OBLIGATIONS ADDRESSED:

- 11.6.4 Each affected Yukon First Nation, after Consultation with Government, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying to the Settlement Land of that Yukon First Nation.
- 11.6.5 If an affected Yukon First Nation rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:
- 11.6.5.1 the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to that affected Yukon First Nation, with written reasons; and
- 11.6.5.2 the affected Yukon First Nation shall then approve, reject or modify the plan recommended under 11.6.5.1 after Consultation with Government.

**CROSS REFERENCED CLAUSES:** 11.4.4, 11 .6.1

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Responsibility	Activities	Timing
TH	Notify Government that Settlement Land aspects of the recommended regional land use plan are being considered by the TH.	Upon receipt of regional land use plan
TH	Provide information about recommended plan as it applies to Settlement Land and indicate reasonable time for response.	At time of notification

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government	Review information and prepare and present views.	Within reasonable timeframe indicated by TH
TH	Provide full and fair consideration of views.	Before responding to the RLUPC
TH	Prepare and forward to the RLUPC, the TH response to aspects of the plan dealing with Settlement Land, including written reasons for any modifications proposed and/or written reasons for rejecting plan.	After Consultation with Government
RLUPC	If the plan is not supported in its entirety, reconsider plan in light of TH response and make final recommendation for plan to TH, including written reasons.	Upon receipt of TH response to plan
TH and Government	Repeat first four activities for those items that may have been modified by the RLUPC in its final recommendation.	Prior to final decision by TH
TH	Prepare and forward to the RLUPC the final TH acceptance, rejection or modification of aspects of the plan dealing with Settlement Land.	After Consultation with Government

### Planning Assumptions

1. To the extent practicable, Government and TH will undertake the necessary Consultation with respect to Non-Settlement and Settlement Land aspects of the plan in a coordinated fashion.
2. The Department of Indian Affairs and Northern Development will assume the lead role for Canada.
3. When reviewing the part of the plan which applies to Settlement Land, TH will consider the entire recommended regional land use plan.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Joint development of sub-regional or district land use plans

**RESPONSIBLE PARTY:** Government and TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

11.8.4 If Government and a Yukon First Nation agree to develop a sub-regional or district land use plan jointly, the plan shall be developed in accordance with the provisions of this chapter.

11.9.4 If Government initiates the development of a sub-regional or district land use plan by a planning body, the planning body established to prepare that plan shall prepare a budget for the preparation of the plan which shall be subject to review by Government, and Government shall pay those expenses which it approves.

**CROSS REFERENCED CLAUSES:** 11.8.1, 11.8.2, 11.8.3

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Responsibility	Activities	Timing
Government or TH	Propose to the other party that a sub-regional or district land use plan be jointly prepared.	As appropriate
Government or TH	Review the proposal and notify other party of whether it is willing to undertake joint planning.	Upon receipt of proposal
Government and TH	If both parties agree to undertake planning, discuss arrangements for the preparation of the plan, including need to designate a planning body if appropriate.	As appropriate
Designated planning body	If a planning body is found to be necessary, prepare budget for the development of the plan and submit budget to Government for review.	As soon as practicable

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government	Review budget. Pay expenses which it approves.	As soon as practicable upon receipt of budget submission
Designated planning body	Develop plan in accordance with Chapter 11 and in a manner consistent with any approved regional land use plan which exists for the area.	As required

### Planning Assumption

1. The joint preparation of sub-regional and/or district land use plans will occur in a manner consistent with Government and TH policies.



## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The ownership and management of Heritage Resources on Settlement Land

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

13.3.1 Each Yukon First Nation shall own and manage Moveable Heritage Resources and non-Moveable Heritage Resources and Non-Public Records, other than records which are the private property of any Person, found on its Settlement Land and on those Beds of waterbodies owned by that Yukon First Nation.

13.4.4 A Yukon First Nation or a Yukon Indian Person who is an owner of a Heritage Resource may transfer the ownership or custody of the Heritage Resource to another Yukon First Nation or to another aboriginal person.

13.4.7 Any granting of access to the public, third parties or Government to Settlement Land shall not divest the Yukon First Nation of the ownership or management of Heritage Resources on Settlement Land.

13.10.8 Yukon First Nations shall own all Documentary Heritage Resources found on Settlement Land other than Public Records or records which are the private property of any Person.

**CROSS REFERENCED CLAUSES:** 13.3.8, 13.4.1, 13.4.2, 13.4.8

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Responsibility	Activities	Timing
TH	<p>Develop and establish policies and procedures via mechanisms such as community-based research, regarding:</p> <p>Management of Moveable Heritage Resources, non-Moveable Heritage Resources and non-Public Records, other than records which are the private property of any Person, found on its Settlement Land and on those Beds of waterbodies owned by TH; and</p> <p>Determination of ownership of those records which may be considered private property</p>	At discretion of TH, after the Effective Date

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH	Establish a system to register ownership or custody of Heritage Resources, as required for transfer.	At discretion, after Effective Date
TH	Manage resources.	As necessary

### Planning Assumptions

1. Canada and Yukon will assist TH to access existing funding programs, including those programs designed to develop facilities to display and house Heritage Resources.
2. Yukon is taking steps to access funding to provide proper and adequate facilities necessary to clean and restore Moveable Heritage Resources.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The ownership and management of ethnographic Moveable Heritage Resources and Documentary Heritage Resources which are directly related to Yukon Indian People and are found in TH Traditional Territory

**RESPONSIBLE PARTY:** TH, Canada, Yukon, other YFNs

**PARTICIPANT/ LIAISON:** Yukon Heritage Resources Board ("YHRB")

### OBLIGATIONS ADDRESSED:

13.3.2 Subject to 13.3.5 to 13.3.7, each Yukon First Nation shall own and manage ethnographic Moveable Heritage Resources and Documentary Heritage Resources that are not Public Records and that are not the private property of any Person, that are found in its respective Traditional Territory and that are directly related to the culture and history of Yukon Indian People.

13.3 .2.1 If more than one Yukon First Nation asserts ownership of a Heritage Resource pursuant to 13.3.2, they shall attempt to resolve the matter among themselves, and, failing resolution, any one of them may refer the matter to the Yukon Heritage Resources Board which shall determine ownership of the Heritage Resource in dispute.

13.3.5 In the event that a Moveable Heritage Resource found on Non-Settlement Land in a Traditional Territory cannot be readily identified as an ethnographic object directly related to the culture and history of Yukon Indian People, that object shall be held in custody by Government until the nature of the object has been determined.

13.3.6 If the object in 13.3.5 is determined by the Yukon Heritage Resources Board to be:

13.3.6.1 an ethnographic object directly related to the culture and history of Yukon Indian People, it shall be owned and managed by the Yukon First Nation in whose Traditional Territory it was found; or

13.3.6.2 an ethnographic object not directly related to the culture and history of Yukon Indian People, or to be a palaeontological or an archaeological object, it shall be owned and managed by Government.

**CROSS REFERENCED CLAUSES:** 13.3.3, 13.3.7, 13.3.8, 13.4.1, 13.4.2, 13.4.8, 13.5.3, 13.5.3.6, 13.6.0 (all)

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## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH	<p>Develop and establish policies and procedures via mechanisms such as community-based research regarding:</p> <p>Management of all ethnographic Moveable Heritage Resources and Documentary Heritage Resources that are not Public Records and that are not the private property of any Person and that are found in its respective Traditional Territory and that are directly related to the culture and history of Yukon Indian People;</p> <p>Determination of ownership of those records which may be considered private property; and</p> <p>Resolution of disputes when more than one YFN asserts ownership of a Heritage Resource.</p>	At discretion of TH, after the Effective Date
TH	In accordance with its policies and procedures, manage all ethnographic Moveable Heritage Resources and Documentary Heritage Resources that are not Public Records and that are not the private property of any Person and that are found in its respective Traditional Territory and that are directly related to the culture and history of Yukon Indian People.	Ongoing
TH, other YFNs	If more than one YFN asserts ownership of a Heritage Resource attempt to resolve dispute.	As disputes occur
TH	If the YFNs are unable to resolve the dispute among themselves, at discretion, refer to the YHRB.	Within a reasonable period of time
Canada or Yukon	If any Moveable Heritage Resource found on Non-Settlement Land in TH Traditional Territory cannot be readily identified as an ethnographic object directly related to the culture and history of Yukon Indian People, hold object in custody until the nature of the object has been determined.	
Canada or Yukon	Manage object, if YHRB determines the object is an ethnographic object not directly related to the culture and history of Yukon Indian People.	After dispute resolved

## TR'ONDÊK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH	Manage object, if YHRB determines the object is an ethnographic object directly related to the culture and history of Yukon Indian People.	After dispute resolved

### Planning Assumptions

1. Yukon and Canada will assist TH to access existing funding programs, including those programs designed to develop facilities to display and house Heritage Resources.
2. Yukon is taking steps to access funding to provide proper and adequate facilities necessary to clean and restore Moveable Heritage Resources.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Allocation of Government program resources for the development and management of Heritage Resources of Yukon Indian People

**RESPONSIBLE PARTY:** Canada, Yukon, TH

**PARTICIPANT/ LIAISON:** Yukon Indian People, Yukon Heritage Resources Board ("YHRB"), other Yukon First Nation(s)

### OBLIGATIONS ADDRESSED:

- 13.4.1 As the Heritage Resources of Yukon Indian People are underdeveloped relative to non-Indian Heritage Resources, priority in the allocation of Government program resources available from time to time for Yukon Heritage Resources development and management shall, where practicable, be given to the development and management of Heritage Resources of Yukon Indian People, until an equitable distribution of program resources is achieved.
- 13.4.2 Once an equitable distribution of program resources is achieved, Heritage Resources of Yukon Indian People shall continue to be allocated an equitable portion of Government program resources allocated from time to time for Yukon Heritage Resources development and management.

**CROSS REFERENCED CLAUSES:** 2.6.7, 13.1.0 (all), 13.3.1, 13.3.2 (all), 13.3.3, 13.3.4, 13.3.5, 13.3.6 (all), 13.3.8, 13.4.3, 13.4.8, 13.5.3 (all), 13.7.1, 13.8.1.2, 13.8.1.3, 13.8.1.4, 13.8.2, 13.8.3, 13.8.7 (all), 13.9.1 (all), 13.10.4, 13.10.5, 13.10.7, 13.10.8, 13.11.2, 13.11.3, 13.11.4; Chapter 13 Schedule A (all), Schedule B (all), Schedule C (all); 28.3.3.5

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Responsibility	Activities	Timing
Canada, Yukon, TH	Meet to: <ul style="list-style-type: none"><li>- complete terms of reference and a work plan, including time frames, for the preparation of a strategic plan with respect to the development and management of Heritage Resources in TH Traditional Territory; and</li><li>- discuss steps that can be initiated towards achieving the objectives of 13.4.1 and 13.4.2 in the interim prior to completion of the strategic plan.</li></ul>	Within 6 months after the Effective Date or as soon thereafter as the Parties agree is reasonable

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Canada, Yukon, TH	Develop and approve the strategic plan.	As agreed by Parties and the YHRB, following completion of terms of reference and/or the strategic plan
YHRB	At discretion, review and make recommendations to Canada, Yukon and TH regarding the strategic plan and ways in which YHRB could monitor implementation of the strategic plan.	Within a reasonable time following receipt of the strategic plan
Canada, Yukon, TH	Implement the strategic plan.	Following completion of the strategic plan
Canada, Yukon, TH	Jointly monitor implementation of the strategic plan, and review and amend the plan from time to time as may be agreed.	Ongoing

### Planning Assumptions

1. The strategic plan will set out a collaborative, complementary approach to the development and management of heritage resources in TH Traditional Territory, and will provide a framework to guide the priority-setting in the allocation of Government program resources available from time to time for Yukon Heritage Resources development and management which shall, where practicable, be given to the development and management of the Heritage Resources of Yukon Indian People until an equitable distribution of program resources is achieved, by:
  - identifying related long-term and short-term priorities of TH, Canada and the Yukon;
  - coordinating the activities, projects and/or short-term or long-term plans by which each party will address its identified priorities and common priorities of the Parties;
  - identifying sources of funding and/or other resources from TH, Canada and the Yukon, as appropriate and as may be available from time to time, to support the activities, projects and/or plans, including opportunities to partner such activities, projects and/or plans with other related initiatives of those governments; and

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

identifying opportunities and developing strategies to access any additional sources of funding and/or other resources for which the activities, projects and/or plans may be eligible.

Terms of reference for the strategic plan shall include:

- consideration of the objectives set out in 13.1.0;
- an approach that recognizes the historical underdevelopment of the Heritage Resources of Yukon Indian People;
- establishment of criteria and a process for evaluation of progress in achieving and maintaining an equitable distribution of Government program resources available from time to time for the development and management of Heritage Resources of Yukon Indian People as required pursuant to 13.4.1 and 13.4.2, including consideration of:
  - how the activities, projects and/or plans set out in the strategic plan, and related allocations of Government program resources, contribute to achieving the objective of 13.4.1 and 13.4.2 with respect to equitable distribution of program resources; and
  - allocations of Government program resources for the development and management of Heritage Resources of Yukon Indian People of all Yukon First Nations; and
- consideration of the activities required pursuant to 2.6.7, 13.1.0 (all), 13.3.1, 13.3.2 (all), 13.3.3, 13.3.4, 13.3.5, 13.3.6 (all), 13.3.8, 13.4.3, 13.4.8, 13.5.3 (all), 13.7.1, 13.8.1.2, 13.8.1.3, 13.8.1.4, 13.8.2, 13.8.3, 13.8.7 (all), 13.9.1, 13.10.4, 13.10.5, 13.10.7, 13.10.8, 13.11.2, 13.11.3, 13.11.4; Chapter 13 Schedule A (all), Schedule B (all), Schedule C (all); 28.3.3.5.

2. The terms of reference for the strategic plan may also include:

- the roles and participation of the Parties in developing, monitoring, reviewing and amending the strategic plan; and
- such other matters as the Parties may agree.

3. The development and implementation of the strategic plan, as described in the activities set out above, may be coordinated with the development and implementation of similar strategic plans for (an) other Yukon First Nation(s), at the discretion of Government, TH and the other Yukon First Nation(s).



## **TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

4. The development and management of the Heritage Resources of Yukon Indian People in that part of TH Traditional Territory which, from time to time, overlaps the Traditional Territory of another YFN, will not be addressed in the strategic plan except to the extent that ownership of the Heritage Resource has been established pursuant to 13.3.2.1.
5. At discretion of the YHRB, the Parties may consult with the YHRB at any time during development of the terms of reference and/or of the strategic plan.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The development of programs, staff and facilities to enable the repatriation of Moveable and Documentary Heritage Resources relating to Yukon Indian People

**RESPONSIBLE PARTY:** Canada, Yukon, TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

13.4.3 Government, where practicable, shall assist Yukon First Nations to develop programs, staff and facilities to enable the repatriation of Moveable and Documentary Heritage Resources relating to the culture and history of Yukon Indian People which have been removed from the Yukon, or are retained at present in the Yukon, where this is consistent with the maintenance of the integrity of national or territorial collections.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.4.8, 13.10.2

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Responsibility	Activities	Timing
TH	Develop and establish policies and procedures relating to repatriation, including policies to determine ownership of those Moveable and Documentary Heritage Resources which may be considered private property.	On initiative of TH
TH and Government	Discuss and determine assistance required to enable repatriation.	At the request of the TH
Yukon and/or Canada	Provide technical and information assistance to TH to assist it to develop programs, staff and facilities.	As practicable

### Planning Assumption

1. Government will assist TH to access existing funding programs, including those programs designed to develop facilities to display and house Heritage Resources.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation with TH on Legislation and related policies on Heritage Resources in the Yukon

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

13.4.5 Government shall Consult Yukon First Nations in the formulation of Legislation and related Government policies on Heritage Resources in the Yukon.

### CROSS REFERENCED CLAUSES: 13.10.3

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Responsibility	Activities	Timing
TH, Government	Develop arrangements and procedures for Consultation identifying contacts, timelines, general information guidelines, and any other information required by TH and Government.	Within 60 days of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government	Notify TH of subject matter of any proposed legislative or policy changes related to Heritage Resources in the Yukon.	As necessary, following Effective Date
TH	Prepare and present views to Government.	Within reasonable time as set out in the arrangements and procedures for Consultation
Government	Provide full and fair consideration to views presented by TH.	
Government	Notify TH of outcome.	As practicable

### Planning Assumption

1. The arrangements and procedures for Consultation will include provision for revising these arrangements and procedures from time to time.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The preparation of an inventory of Moveable Heritage Resources and Heritage Sites which relate to the TH

**RESPONSIBLE PARTY:** Government, TH

**PARTICIPANT/ LIAISON:** Yukon Heritage Resources Board ("YHRB")

### OBLIGATIONS ADDRESSED:

13.4.8 In accordance with Government procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to any agreements respecting records or the information contained in them, Government, within existing budgets, shall facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites which relate to Yukon First Nations.

**CROSS REFERENCED CLAUSES:** 2.7.1, 13.4.1, 13.4.2, 13.5.3, 13.5.3.7

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Responsibility	Activities	Timing
Government	Facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites, within existing budgets.	After the Effective Date
TH, Government	Indicate, in the case of Moveable Heritage Resources and Heritage Sites, the location and origin of the Resources and Sites, where possible.	During development of inventory
Government	Notify YHRB that inventory is being prepared and seek input regarding inventory of Moveable Heritage Resources and Heritage Sites.	During development of inventory
YHRB	At discretion, review and make recommendations to Government regarding inventory of Moveable Heritage Resources and Heritage Sites.	As soon as practicable after notice received

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Development of a manual to include definitions relating to heritage resources

**RESPONSIBLE PARTY:** YFNs, Yukon, Canada

**PARTICIPANT/ LIAISON:** Yukon Heritage Resources Board ("YHRB")

### OBLIGATIONS ADDRESSED:

13.5.3 The Board may make recommendations to the Minister and to Yukon First Nations on:

13.5.3.6 the development, revision and updating of a manual including definitions of ethnographic, archaeological, palaeontological and historic resources, to facilitate the management and interpretation of these resources by Government and Yukon First Nations, such manual to be developed by Yukon First Nations and Government;

**CROSS REFERENCED CLAUSES:** 13.3.2.1, 13.3.6, 13.3.7, 13.4.1, 13.4.2, 13.5.4

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Responsibility	Activities	Timing
YFNs or Yukon	Notify parties of intent to begin development of manual.	At discretion
YFNs and Yukon	Convene meeting to discuss.	As arranged by parties
Yukon and YFNs	Notify YHRB that manual is being prepared and seek input,	Upon readiness of parties to undertake development of manual
YHRB	Make recommendations to Yukon, YFNs and Canada regarding the contents of manual.	As soon as practicable after notice received
Yukon and YFNs	Reach agreement on content of manual.	As soon as practicable
Yukon and YFNs	Provide Canada with definitions to be used in manual, and ask for response.	After agreement reached between Yukon and YFNs

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

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Responsibility	Activities	Timing
Canada	Respond to Yukon and YFNs.	Within a reasonable period of time
Yukon and YFN	Incorporate Canada's comments in manual, as agreed by YFNs and Yukon. Complete manual.	As soon as practicable

### Planning Assumptions

1. When making recommendations respecting issues affecting lands administered by the Canadian Parks Service, the YHRB will address recommendations to the appropriate federal Minister.
2. In developing definitions of ethnographic, palaeontological objects etc., it is expected that the Yukon, YFNs, and Canada will agree on a single definition for each term.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The distribution of research or interpretive reports regarding Yukon Heritage Resources

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

13.7.1 Research or interpretive reports produced by Government or its agents regarding Yukon Heritage Resources shall be made available to the affected Yukon First Nation.

13.7.2 Where feasible, research reports in 13.7.1 or portions thereof, shall be made available to the public, recognizing that some reports may be restricted due to the sensitive nature of the information contained therein.

**CROSS REFERENCED CLAUSES:** 2.7.1, 13.4.1, 13.4.2

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Responsibility	Activities	Timing
Government	Provide a list of existing research or interpretive reports and, as practicable, reports in preparation.	At request of TH, as soon as practicable after Effective Date
TH	Request the research or interpretive reports that are of interest to TH.	Following receipt of the list
Government	Make available to TH the requested research or interpretive reports.	At request of TH
TH	Notify Government if it has any concerns that the report contains information of a sensitive nature.	As soon as practicable after receipt of requested reports
Government	Make a determination, based on concerns expressed by TH and/or access to information and privacy legislation whether to release to public, Provide details of decision to TH.	Prior to the public release of reports or portions thereof

## TR'ONDÊK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumption

1. Government shall make best efforts to recognize and respect the sensitivity expressed by TH pertaining to publication of such reports, consistent with 13.1.1.1.



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The provision of a written inventory of all Heritage Sites directly related to the culture and heritage of Tr'ondëk Huch'in within the Traditional Territory of the TH

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

- 13.8.1.2 (a) Government shall provide the Tr'ondëk Hwëch'in with a listing of all Heritage Sites directly related to the culture and heritage of Tr'ondëk Huch'in, including information on their location and character, that are located within the Traditional Territory of the Tr'ondëk Hwëch'in and which have been documented by Government at the Effective Date of this Agreement;

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2

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Responsibility	Activities	Timing
Government	Provide to TH, a written inventory of sites within the Traditional Territory of TH which are identified by Government as Heritage Sites directly related to the culture and heritage of Tr'ondëk Huch'in, including information on their location and character, which have been documented by Government at the Effective Date.	As soon as practicable

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The interim protection of a Heritage Site on Non-Settlement Land, Category B Settlement Land, or Fee Simple Settlement Land directly related to the culture and heritage of Tr'ondëk Huch'in

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

- 13.8.1.2 (b) when requested by the Tr'ondëk Hwëch'in, Government shall consider protection within existing Legislation for a period of time of a Heritage Site directly related to the culture and heritage of Tr'ondëk Huch'in which is on Non-Settlement Land, Category B Settlement Land or Fee Simple Settlement Land within the Traditional Territory of the Tr'ondëk Hwëch'in, pending a decision by the Minister whether to designate the Heritage Site as a Designated Heritage Site;
- 13.8.1.2 (c) Government shall Consult with the Tr'ondëk Hwëch'in regarding the terms and conditions of the temporary protection which might apply to the Heritage Site pursuant to 13.8.1.2(b);

### CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2

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Responsibility	Activities	Timing
TH	Request, from Government, protection within existing Legislation for a period of time of a Heritage Site directly related to the culture and heritage of Tr'ondëk Huch'in on Non-Settlement Land, Category B Settlement Land, or Fee Simple Settlement Land within the Traditional Territory of TH pending a decision by the Minister whether to designate the Heritage Site as a Designated Heritage Site. Provide views regarding the terms and conditions of the temporary protection.	When interim protection desired
Government	Provide fair and full consideration to request for interim protection and TH views regarding terms and conditions of the temporary protection.	As soon as practicable after request of TH

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
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Government	Make determination whether to provide interim protection, and on terms and conditions of same.	
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### Planning Assumption

1. The above activities should be completed as expeditiously as possible so that where interim protection is deemed to be required, it can be secured without unnecessary delays.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The identification of proposed Designated Heritage Sites or Heritage Sites directly related to the culture and heritage of Tr'ondëk Huch'in

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

- 13.8.1.2 (d) Government shall inform the Tr'ondëk Hwëch'in when land within the Traditional Territory of the Tr'ondëk Hwëch'in is identified by Government as a proposed Designated Heritage Site or as a Heritage Site directly related to the history or culture of Tr'ondëk Huch'in.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.5.3, 13.5.3.9, 13.8.1.4

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Responsibility	Activities	Timing
Government	Provide written notice to TH when land within its Traditional Territory is identified as a proposed Designated Heritage Site or as a Heritage Site directly related to the culture and heritage of Tr'ondëk Huch'in.	As soon as practicable after identification

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Negotiation of arrangements for ownership and management of a Designated Heritage Site

**RESPONSIBLE PARTY:** Government, TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

- 13.8.1.3 The Tr'ondëk Hwëch'in and Government may enter into agreements with respect to the ownership and management of Designated Heritage Sites.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.8.2, 13.8.3, 13.8.3.1, 13.8.6

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Responsibility	Activities	Timing
Government or TH	Request commencement of negotiations regarding ownership and management of a Designated Heritage Site. Provide details.	As necessary
Other party	Review request and determine whether to enter negotiations.	Following request to enter negotiations
Government, TH	If parties agree, enter negotiations.	As necessary

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consideration of other resource users in management of interpretive and research activities at Heritage Sites

**RESPONSIBLE PARTY:** Government, TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

13.8.2 Government and the affected Yukon First Nation shall consider the land use activities of other resource users in the management of interpretive and research activities at Heritage Sites.

**CROSS REFERENCED CLAUSES:** 5.5.1 (all), 13.4.1, 13.4.2

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Responsibility	Activities	Timing
Government, TH	Consider the land use activities of other resource users in the management of interpretive and research activities at Heritage Sites.	Ongoing after Effective Date

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The management of research activities at sites which may contain Moveable Heritage Resources

**RESPONSIBLE PARTY:** Government, TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

13.8.3 Government and the affected Yukon First Nation shall institute a permit system for research at any site which may contain Moveable Heritage Resources.

**CROSS REFERENCED CLAUSES:** 5.5.1 (all), 13.3.1, 13.4.1, 13.4.2

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Responsibility	Activities	Timing
Government, TH	Establish joint guidelines and conditions for a permit system within TH Traditional Territory to control research activities at any site which may contain Moveable Heritage Resources.	As soon as practicable
TH	Establish further guidelines and conditions for a permit system to control research activities at any site on Settlement Land which may contain Moveable Heritage Resources, to the extent that TH wishes to vary the joint guidelines set by the parties.	After joint guidelines and conditions are established by the parties
Government, TH	Institute permit system.	
TH	Monitor and enforce the guidelines and conditions applicable to Settlement Land pursuant to 5.5.1.	As required

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation before issuance of permit for research at a Heritage Site which is directly related to the culture and heritage of Tr'ondëk Huch'in in the Traditional Territory of the TH

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

- 13.8.3.1 Government shall Consult with the Tr'ondëk Hwëch'in before issuing a permit for research at a Heritage Site which is directly related to the culture and heritage of Tr'ondëk Huch'in in the Traditional Territory of the Tr'ondëk Hwëch'in.

### CROSS REFERENCED CLAUSES: 13.8.3

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Responsibility	Activities	Timing
Government	Notify TH of application for a permit for research at a Heritage Site directly related to the culture and heritage of Tr'ondëk Huch'in in the Traditional Territory of the TH. Provide details.	Upon receipt of application
TH	Review request and prepare and present views.	Within a reasonable time indicated by Government
Government	Provide full and fair consideration to the views of TH. Notify TH of outcome.	As soon as practicable



## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The control of access to Designated Heritage Sites

**RESPONSIBLE PARTY:** Canada, Yukon, TH

**PARTICIPANT/ LIAISON:** Yukon Heritage Resources Board

### OBLIGATIONS ADDRESSED:

13.8.4 Access to Designated Heritage Sites shall be controlled in accordance with the terms of site management plans which have been reviewed by the Board, and approved and implemented by Government or the affected Yukon First Nation.

13.8.5 Government and the affected Yukon First Nation, when controlling access to Designated Heritage Sites, shall consider:

13.8.5.1 the interests of permitted researchers;

13.8.5.2 the interest of the general public; and

13.8.5.3 the requirements of special events and traditional activities.

**CROSS REFERENCED CLAUSES:** 10.5.1, 10.5.2, 13.8.1, 13.8.2

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Responsibility	Activities	Timing
Yukon and/or Canada and/or TH	Establish policies and procedures to control access to Designated Heritage Sites in accordance with the terms of approved site management plans considering the requirements and interests of 13.8.5.	As soon as practicable after completion of management plans
Yukon and/or Canada and/or TH	Control access in accordance with the policies and procedures developed.	Ongoing

### Planning Assumption

1. Responsibility for monitoring and enforcement of access to Designated Heritage Sites will be addressed in the management plans.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The protection of Heritage Resources accidentally discovered on TH Settlement Land.

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Surface Rights Board

### OBLIGATIONS ADDRESSED:

- 13.8.7.1 A Person who accidentally discovers a Heritage Resource on Tr'ondĕk Hwĕch'in Settlement Land shall take such steps as are reasonable in all circumstances to safeguard the Heritage Resource and shall report as soon as practicable that discovery to the Tr'ondĕk Hwĕch'in.
- 13.8.7.2 A Person described in 13.8.7.1 who is not exercising a right of access or a right to use Tr'ondĕk Hwĕch'in Settlement Land provided for in this Agreement may only continue to disturb a Heritage Site or Moveable Heritage Resource with the consent of the Tr'ondĕk Hwĕch'in.
- 13.8.7.3 A Person described in 13.8.7.1 who is exercising a right of access or a right to use Tr'ondĕk Hwĕch'in Settlement Land provided for in this Agreement shall not further disturb a Heritage Site or a Moveable Heritage Resource unless permitted by Laws of General Application, and that Person obtains:
- (a) the consent of the Tr'ondĕk Hwĕch'in; or
  - (b) failing consent, an order of the Surface Rights Board setting out the terms and conditions of further disturbing the Heritage Site or Moveable Heritage Resource.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.8.7.4

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Responsibility	Activities	Timing
TH	Develop procedures with respect to the reporting of the accidental discovery of a Heritage Resource and the safeguarding of the Heritage Resource.	Within one year of Effective Date
TH	Receive report of accidental discovery of a Heritage Resource. Ensure disturbance of Heritage Site or Moveable Heritage Resource has ceased.	As soon as practicable after discovery

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH	If request made, grant or deny consent to further disturb a Heritage Site or Moveable Heritage Resource. Notify applicant of decision.	Within a reasonable time of the request
TH	If application is made to the Surface Rights Board prepare and respond to application.	In accordance with Surface Rights Board rules

### Planning Assumptions:

1. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of Heritage Resources on TH Settlement Land, and to include mutually acceptable material in any publications containing information dealing with activities which may result in the accidental discovery of a Heritage Resource.
2. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a Heritage Resource.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The protection of Documentary Heritage Resources that have been accidentally discovered on Settlement Land and reported to the TH.

**RESPONSIBLE PARTY:** Government, TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

- 13.8.7.4 The Tr'ondëk Hwëch'in shall report to Government, as soon as practicable, the discovery on Tr'ondëk Hwëch'in Settlement Land of any Documentary Heritage Resource reported to it under 13.8.7.1.
- 13.8.7.5 Government and the Tr'ondëk Hwëch'in shall attempt to agree whether a Documentary Heritage Resource described in 13.8.7.4 is a Public Record or a Non-Public Record and, failing agreement, either may refer the matter to the dispute resolution process under 26.3.0.
- 13.8.7.6 If a Documentary Heritage Resource is a Non-Public Record, the Tr'ondëk Hwëch'in shall make reasonable efforts to determine if it is privately owned.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.8.7.1, 26.3.0 (all)

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Responsibility	Activities	Timing
Government, TH	Develop arrangements and procedures for the reporting of accidental discoveries.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
TH	Report to Government the discovery of any Documentary Heritage Resource reported to TH under 13.8.7.1.	As soon as practicable after receiving report
Government, TH	Attempt to agree whether the Documentary Heritage Resources is a Public Record or a Non Public Record.	
Government or TH	If parties fail to reach an agreement, at discretion, refer the matter to the dispute resolution process under 26.3.0.	Within a reasonable period of time

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH	If a Documentary Heritage Resource is classified as a Non-Public Record, make reasonable efforts to determine if it is privately owned.	Within a reasonable period of time

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The establishment of procedures to manage TH Burial Sites on Settlement Land

**RESPONSIBLE PARTY:** TH, Government

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

13.9.1 Government and Yukon First Nations shall each establish procedures to manage and protect Yukon First Nation Burial Sites which shall:

13.9.1.1 restrict access to Yukon First Nation Burial Sites to preserve the dignity of the Yukon First Nation Burial Sites;

13.9.1.3 provide that, subject to 13.9.2, where a Yukon First Nation Burial Site is discovered, the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located shall be informed, and the Yukon First Nation Burial Site shall not be further disturbed.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.9.2

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Responsibility	Activities	Timing
TH, Government	Develop and establish policies and procedures to: <ul style="list-style-type: none"><li>- manage and protect TH Burial Sites on TH Settlement Land;</li><li>- restrict access;</li><li>- report discovery of TH Burial Site; and</li><li>- prevent disturbance.</li></ul>	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable

### Planning Assumptions

1. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of TH Burial Sites, and to include mutually acceptable material in any publications containing information dealing with activities which may result in the accidental discovery of a TH Burial Site.
2. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a TH Burial Site.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The establishment of procedures to manage TH Burial Sites on Non-Settlement Land

**RESPONSIBLE PARTY:** Government, TH

**PARTICIPANT! LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

13.9.1 Government and Yukon First Nations shall each establish procedures to manage and protect Yukon First Nation Burial Sites which shall:

- 13.9.1.1 restrict access to Yukon First Nation Burial Sites to preserve the dignity of the Yukon First Nation Burial Sites;
- 13.9.1.2 where the Yukon First Nation Burial Site is on Non-Settlement Land, require the joint approval of Government and the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located for any management plans for the Yukon First Nation Burial Site; and
- 13.9.1.3 provide that, subject to 13.9.2, where a Yukon First Nation Burial Site is discovered, the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located shall be informed, and the Yukon First Nation Burial Site shall not be further disturbed.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.9.2; Chapter 13 Schedule A 2.6

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Responsibility	Activities	Timing
Government, TH	Develop and establish policies and procedures to: <ul style="list-style-type: none"> <li>- manage and protect TH Burial Sites on Non-Settlement Land;</li> <li>- restrict access;</li> <li>- inform TH when a TH Burial Site is discovered; and</li> <li>- prevent further disturbance.</li> </ul>	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Government, TH	Jointly approve management plans, if developed.	After the development of a management plan

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumptions

1. During the development of procedures, the parties will exchange information on any known burial sites within TH Traditional Territory.
2. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of TH Burial Sites, and to include mutually acceptable material in any publications containing information dealing with activities which may result in the accidental discovery of a TH Burial Site.
3. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a TH Burial Site.



## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The determination of terms and conditions upon which a TH Burial Site may be further disturbed following its discovery

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

13.9.2 Where a Person discovers a Yukon First Nation Burial Site in the course of carrying on an activity authorized by Government or a Yukon First Nation, as the case may be, that Person may carry on the activity with the agreement of the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located.

13.9.3 In the absence of agreement under 13.9.2, the Person may refer the dispute to arbitration under 26.7.0 for a determination of the terms and conditions upon which the Yukon First Nation Burial Site may be further disturbed.

### CROSS REFERENCED CLAUSES: 13.9.1, 26.7.0 (all)

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Responsibility	Activities	Timing
TH	Develop the necessary policies and procedures in order to process and review applications.	Within one year of Effective Date
TH	Review application for consent to pursue authorized activity and establish any necessary terms or conditions, or withhold consent. Notify applicant of decision.	Upon receipt of application for consent
TH	If no agreement with respect to terms and conditions, respond to referral to arbitration under 26.7.0.	If referenced to arbitration

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Development of policies and procedures regarding the exhumation, examination and reburial of human remains from a TH Burial Site

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

13.9.4 Any exhumation, examination, and reburial of human remains from a Yukon First Nation Burial Site ordered by an arbitrator under 13.9.3 shall be done by, or under the supervision of, that Yukon First Nation.

13.9.5 Except as provided in 13.9.2 to 13.9.4, any exhumation, scientific examination and reburial of remains from Yukon First Nation Burial Sites shall be at the discretion of the affected Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 13.9.1, 13.9.2, 13.9.3

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Responsibility	Activities	Timing
TH	Develop and establish policies and procedures with respect to the disturbance of a TH Burial Site and the exhumation, examination, and reburial of human remains.	At discretion of TH after Effective Date
TH	If exhumation, examination or reburial is ordered by an arbitrator under 13.9.3, supervise any exhumation, examination and reburial of human remains.	As necessary

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The provision of Documentary Heritage Resources in Government custody for copying by the TH

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### **OBLIGATIONS ADDRESSED:**

13.10.2 In accordance with Government policies and procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to agreements respecting the records, Government shall make available to a Yukon First Nation, for copying, Documentary Heritage Resources in Government custody relating to that Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 2.7.1, 13.4.8

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Responsibility	Activities	Timing
Government	Make available to TH any existing list of Documentary Heritage Resources in Government custody relating to TH.	At request of TH
Government	Make available for copying any of the Documentary Heritage Resources in accordance with Government policies and procedures.	At request of TH

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation with TH on Legislation and related policies on Documentary Heritage Resources in the Yukon relating to Yukon Indian People

**RESPONSIBLE PARTY:** Government

**PARTICIPANT:** TH  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

13.10.3 Yukon First Nations shall be Consulted in the formulation of any Legislation and related Government policy on Documentary Heritage Resources in the Yukon relating to Yukon Indian People.

### CROSS REFERENCED CLAUSES: 13.4.5

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Responsibility	Activities	Timing
TH, Government	Develop arrangements and procedures for Consultation identifying contacts, timelines, general information guidelines, and any other information required by TH and Government.	Within 60 days of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government	Notify TH of subject matter of any proposed legislation or policy on Documentary Heritage Resources in the Yukon relating to Yukon Indian People.	As necessary changes to
TH	Prepare and present views to Government.	Within reasonable time as set out in arrangements and procedures for Consultation
Government	Provide full and fair consideration to views presented by TH.	
Government	Notify TH of outcome.	As practicable

### Planning Assumption

1. The arrangements and procedures for Consultation will include provision for revising these arrangements and procedures from time to time.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The management of Documentary Heritage Resources relating to Yukon Indian People

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH, Yukon Indian Elders

### **OBLIGATIONS ADDRESSED:**

- 13.10.4 Government shall, where practicable, Consult and cooperate with the affected Yukon First Nations on the management of Documentary Heritage Resources in the Yukon relating to Yukon Indian People.
- 13.10.5 Government shall Consult and cooperate with Yukon First Nations in the preparation of displays and inventories of Documentary Heritage Resources in the Yukon relating to the Yukon Indian People.
- 13.10.7 Government and Yukon First Nations may work cooperatively with Yukon Indian Elders on the interpretation of Documentary Heritage Resources relating to Yukon Indian People.

**CROSS REFERENCED CLAUSES:** 13.3.1, 13.3.2, 13.4.1, 13.4.3, 13.4.7, 13.10.2, 13.10.3

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Responsibility	Activities	Timing
Government	Notify TH of existing and anticipated arrangements and plans for managing Documentary Heritage Resources relating to Tr'ondĕk Huch'in. Provide details.	As practicable
	Notify TH of proposed displays and inventories of Documentary Heritage Resources in the Yukon pertaining to Tr'ondĕk Huch'in. Provide details,	Prior to planning such displays and inventories
TH	Prepare and present views to Government regarding the management of Documentary Heritage Resources pertaining to Tr'ondĕk Huch'in.	Within a reasonable period of time indicated by Government
	Prepare and present views to Government regarding proposed displays and inventories of Documentary Heritage Resources pertaining to Tr'ondĕk Huch'in.	

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government	Provide full and fair consideration of views presented by TH regarding management of Documentary Heritage Resources related to Tr'ondĕk Huch'in.	Within a reasonable period of time after receiving TH views
	Provide full and fair consideration of views presented by TH regarding proposed displays and inventories of Documentary Heritage Resources pertaining to Tr'ondĕk Huch'in.	
Government	Notify TH of outcome.	After consideration of TH views
Government, Yukon Indian Elders, TH	Work co-operatively on the interpretation of Documentary Heritage Resources relating to Tr'ondĕk Huch'in.	As required
Government, TH	Work co-operatively in the preparation of displays and inventories of Documentary Heritage Resources relating to Tr'ondĕk Huch'in.	As required
	Work co-operatively on the management of Documentary Heritage Resources in the Yukon relating to Tr'ondĕk Huch'in.	

### Planning Assumptions

1. Original copies of Documentary Heritage Resources relating to Yukon Indian People will be preserved according to recognized archival standards consistent with the maintenance of the integrity of national or territorial collections and agreements with donors; duplicate copies may be produced in accordance with policies and procedures for copying documentary heritage collections (reference 13.10.2) for deposit in YFN collections when originals remain in Government custody.
2. Copies of inventories of Documentary Heritage Resources relating to Yukon Indian People will be made available to YFNs as agreed to by the parties.
3. Translations of Documentary Heritage Resources may be required if Elders are to be involved in their interpretation.
4. The Parties agree that Government's ability to notify TH of Government's existing and anticipated arrangements and plans for managing Documentary Heritage Resources relating to Tr'ondĕk Huch'in which are not held by Government may be subject to limitations imposed or indicated by the holders of the Documentary Heritage Resources.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation with TH by the Yukon Geographical Place Names Board ("YGPNB")

**RESPONSIBLE PARTY:** YGPNB

**PARTICIPANT! LIAISON:** TH, Canada

### OBLIGATIONS ADDRESSED:

- 13.11.2 When considering the naming or renaming of places or features located within the Traditional Territory of a Yukon First Nation, or when acting with a federal agency where joint jurisdiction over the naming of the place or feature exists, the Yukon Geographical Place Names Board shall Consult with that Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.11.1, 13.11.4

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Responsibility	Activities	Timing
YGPNB	Notify TH when considering the naming of a place or feature within TH Traditional Territory.	As required
TH	Prepare and present its views to YGPNB.	Within a reasonable period of time indicated by YGPNB
YGPNB	Provide full and fair consideration of views presented.	Within a reasonable period of time after receiving TH views
YGPNB	Notify TH of outcome.	After consideration of TH views

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Naming of geographical features on Settlement Land and the inclusion of traditional aboriginal place names on revised maps of the National Topographic Series

**RESPONSIBLE PARTY:** TH, Canada

**PARTICIPANT:** Yukon Geographical Place Names Board ("YGPNB")  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

- 13.11.3 A Yukon First Nation may name or rename places or geographical features on Settlement Land and such place names shall be deemed to be approved by the Yukon Geographical Place Names Board.
- 13.11.4 Traditional aboriginal place names shall be included, to the extent practicable and in accordance with map production specifications of Canada, on revised maps of the National Topographic Series.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.11.1

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Responsibility	Activities	Timing
Canada	Notify TH and YGPNB of any scheduled production or reproduction of National Topographic Series maps.	As appropriate
TH	Develop and establish policies and conduct community-based research regarding the naming or renaming of geographic features on its Settlement Land.	As needed
TH	Name or rename places and geographical features on Settlement Land and forward a copy to YGPNB.	As appropriate
TH, Canada	Investigate and use best efforts to conclude arrangements to include names on revised National Topographic Series maps.	As appropriate

### Planning Assumption

1. It is expected that a YFN-controlled mapping company will investigate contract arrangements for map production with Canada.



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Contracts associated with the management of a Designated Heritage Site directly related to the history or culture of the Tr'ondëk Huch'in within TH Traditional Territory.

**RESPONSIBLE PARTY:** Government

**PARTICIPANT! LIAISON:** TH

### OBLIGATIONS ADDRESSED:

- 13.12.1.1 Government shall provide written notice to the Tr'ondëk Hwëch'in of any public tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Tr'ondëk Huch'in within the Traditional Territory of the Tr'ondëk Hwëch'in.
- 13.12.1.2 Government shall include the Tr'ondëk Hwëch'in in any invitational tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of the Tr'ondëk Huch'in within the Traditional Territory of the Tr'ondëk Hwëch'in.
- 13.12.1.3 The Tr'ondëk Hwëch'in shall have the first opportunity to accept any contract offered by Government other than by public or invitational tender associated with the management of a Designated Heritage Site directly related to the history or culture of Tr'ondëk Huch'in within the Traditional Territory of the Tr'ondëk Hwëch'in upon the same terms and conditions as would be offered to others.
- 13.12.1.4 Any failure to provide written notice pursuant to 13.12.1.1 shall not affect the public tender process or the contract awards resulting therefrom.
- 13.12.1.5 Any failure to include the Tr'ondëk Hwëch'in in any invitational tender for contracts pursuant to 13.12.1.2 shall not affect the invitational tender process or the contract awards resulting therefrom.
- 13.12.1.6 Any failure to provide a first opportunity pursuant to 13.12.1.3 shall not affect any contract entered into associated with the management of a Designated Heritage Site within the Traditional Territory of the Tr'ondëk Hwëch'in directly related to the history or culture of Tr'ondëk Huch'in.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.2; 13.12.1.9, 22.5.10

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## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH, Government	Develop contracting arrangements and procedures that will include contacts, timelines, and information requirements.	To begin at least 6 months prior to the establishment of a Designated Heritage Site or as soon thereafter as the parties agree is reasonable
Government	Provide written notice to TH of any public or invitational tenders for contracts being offered by Government associated with the management of a Designated Heritage Site directly related to the history or culture of Tr'ondëk Huch'in within TH Traditional Territory.	As contracts are tendered
Government	Consistent with the arrangements and procedures, provide TH with first opportunity to accept any contract offered by Government (other than by public or invitational tender) associated with the management of a Designated Heritage Site directly related to the history or culture of Tr'ondëk Huch'in within TH Traditional Territory upon the same terms and conditions as would be offered to others.	As contracts are tendered
TH	Provide response to Government whether to accept.	Within timelines specified in arrangements and procedures

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** The development of contract opportunities associated with a Designated Heritage Site within the Traditional Territory of the TH.

**RESPONSIBLE PARTY:** Government

**PARTICIPANT! LIAISON:** TH

### OBLIGATIONS ADDRESSED:

- 13.12.1.7 Government shall include in any contract opportunities associated with a Designated Heritage Site directly related to the history or culture of Tr'ondëk Huch'in within the Traditional Territory of the Tr'ondëk Hwëch'in:
- a) a criterion for the employment of Tr'ondëk Huch'in or engagement of Tr'ondëk Hwëch'in Firms; and
  - b) a criterion for special knowledge or experience of Tr'ondëk Huch'in related to the Designated Heritage Site.
- 13.12.1.8 Nothing in 13.12.1.7 shall be construed to mean that a criterion for employment of Tr'ondëk Huch'in or engagement of Tr'ondëk Hwëch'in Firms or for special knowledge or experience of Tr'ondëk Huch'in shall be the determining criterion in awarding any contract.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.2; 13.12.1.1, 13.12.1.2, 13. 12. 1.9

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Responsibility	Activities	Timing
TH, Government	Jointly develop criteria for Tr'ondëk Huch'in employment, engagement of TH Firms and for special knowledge and experience of Tr'ondëk Huch'in related to a Designated Heritage Site, and identify the specifics as to how the criteria will be included into the contracting processes.	To begin at least six months prior to the establishment of a Designated Heritage Site or as soon thereafter as the parties agree is reasonable

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government	Include a criterion for Tr'ondëk Huch'in employment or engagement of TH Firms, and a criterion for special knowledge and experience of Tr'ondëk Huch'in related to a Designated Heritage Site in any contract which it intends to develop that is associated with a Designated Heritage Site directly related to the history or culture of Tr'ondëk Huch'in within TH Traditional Territory.	As required

### Planning Assumption

1. Government retains ultimate responsibility for contracting associated with Designated Heritage Sites.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Establishment of Forty Mile, Fort Cudahy and Fort Constantine as a Designated Heritage Site

**RESPONSIBLE PARTY:** TH, Yukon, Canada

**PARTICIPANT! LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

#### Chapter 13 Schedule A

- 2.1 As soon as practicable following the Effective Date of this Agreement, Canada shall cause fee simple title in respect of any lands forming part of Forty Mile, Fort Cudahy and Fort Constantine, which are under the administration of Canada, to be issued in the names of the Commissioner of the Yukon Territory and the Tr'ondëk Hwëch'in as tenants in common as to an undivided one-half interest each.
- 2.2 As soon as practicable following the Effective Date of this Agreement, the Yukon shall cause fee simple title in respect of any lands forming part of Forty Mile, Fort Cudahy and Fort Constantine, which are under the administration of the Commissioner of the Yukon Territory, to be issued in the names of the Commissioner of the Yukon Territory and the Tr'ondëk Hwëch'in as tenants in common as to an undivided one-half interest each.
- 2.3 Forty Mile, Fort Cudahy and Fort Constantine shall be designated as a historic site under the Historic Resources Act, S.Y. 1991, c.8, as soon as practicable following the issuance of the fee simple titles referred to in 2.1 and 2.2.
- 2.4 Historic Site designation under the Historic Resources Act, S.Y. 1991, c.8 shall not be removed from any lands forming part of Forty Mile, Fort Cudahy and Fort Constantine, without the consent of the Tr'ondëk Hwëch'in and the Yukon.
- 2.5 If the Yukon or the Tr'ondëk Hwëch'in acquires Lot 2, Block 28, Group 1101, Plan 4286 CLSR or any part thereof, (the "Private Lands"), the Yukon or the Tr'ondëk Hwëch'in shall cause fee simple title in respect of the Private Lands to be issued in the names of the Commissioner of the Yukon Territory and the Tr'ondëk Hwëch'in as tenants in common and the boundaries of Forty Mile, Fort Cudahy and Fort Constantine shall be amended to include the Private Lands.
  - 2.5.1 For greater certainty, if the boundaries of Forty Mile, Fort Cudahy and Fort Constantine are amended to include the Private Lands pursuant to 2.5, the designation of Forty Mile, Fort Cudahy and Fort Constantine as a historic site under the Historic Resources Act, S.Y. 1991, c.8, shall also apply to the Private Lands.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

- 7.1 Subject to 7.2, Canada shall prohibit entry on Forty Mile, Fort Cudahy and Fort Constantine for the purpose of locating, prospecting and mining under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3, withdraw Forty Mile, Fort Cudahy and Fort Constantine from the disposal of any interest pursuant to the Territorial Lands Act, R.S.C. 1985, c.T-7 and prohibit the issuance of interests under the Canada Petroleum Resources Act, R.S.C. 1985 (2d Supp.), c.36.
- 7.1.1 Subject to 7.2, no one may carry out any activities related to the exploration or production of oil and gas in Forty Mile, Fort Cudahy and Fort Constantine.
- 7.1.2 Subject to 7.2, no one may explore for coal or stake for coal in Forty Mile, Fort Cudahy and Fort Constantine.
- 7.2 For greater certainty, the provisions of 7.1 shall not apply in respect of:
- 7.2.1 recorded mineral claims and leases under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and recorded placer mining claims and leases to prospect under the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3, existing on the Effective Date;
- 7.2.2 oil and gas interests under the Canadian Petroleum Resources Act, R.S.C. 1985 (2d Supp.), c. 36, existing on the Effective Date;
- 7.2.3 rights granted under section 8 of the Territorial Lands Act, R.S.C. 1985, c. T-7, existing on the Effective Date; and any successor or replacement rights and any new leases,
- 7.2.4 licenses, permits or other rights which may be granted in respect of an interest described in 7.2.1, 7.2.2 or 7.2.3.

**CROSS REFERENCED CLAUSES:** 13.4.6.1, 13.5.3, 13.5.3.9; Chapter 13 Schedule A 1.1, 6.1

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## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Canada	Subject to 7.2, prohibit entry on Forty Mile, Fort Cudahy and Fort Constantine for the purpose of locating, prospecting or mining under the <u>Yukon Quartz Mining Act</u> , R.S.C. 1985, c. Y-4 and the <u>Yukon Placer Mining Act</u> , R.S.C. 1985, c. Y-3; prohibit the issuance of interests under the <u>Canada Petroleum Resources Act</u> , R.S.C. 1985 (2d Supp.), c. 36 on Forty Mile, Fort Cudahy and Fort Constantine; and withdraw Forty Mile, Fort Cudahy and Fort Constantine from the disposal of any interest pursuant to the <u>Territorial Lands Act</u> R.S.C. 1985, c. T-7.	By the Effective Date
Canada	Notify Yukon and TH of prohibition and withdrawal.	As soon as practical after prohibition and withdrawal
Canada	Cause fee simple title to be issued in respect of any lands forming part of Forty Mile, Fort Cudahy and Fort Constantine which are under its administration, in the names of the Commissioner of the Yukon Territory and TH as tenants in common as to an undivided one-half interest each.	As soon as practicable
Canada	Notify Yukon and TH of issuance of fee simple title.	As soon as practicable after issuance
Yukon	Cause fee simple title to be issued in respect of any lands forming part of Forty Mile, Fort Cudahy and Fort Constantine which are under its administration and control, in the names of the Commissioner of the Yukon Territory and TH as tenants in common as to an undivided one-half interest each.	As soon as practicable
Yukon	Notify Canada and TH of issuance of fee simple title.	As soon as practicable after issuance
Yukon	Designate Forty Mile, Fort Cudahy and Fort Constantine as an historic site pursuant to the <u>Historic Resources Act</u> , S.Y. 1991, c. 8.	As soon as practicable following the issuance of fee simple title

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Yukon	Notify TH and Canada of designation.	As soon as practicable after designation
	<u>If Yukon or TH acquires the Private Lands:</u>	
Yukon or TH	Cause fee simple title in respect of the Private Lands to be issued in the names of the Commissioner of the Yukon Territory and TH as tenants in common.	As soon as practicable after acquiring lands
Yukon	Change the boundaries of Forty Mile, Fort Cudahy and Fort Constantine to include the Private Lands by amending the designation as an historic site pursuant to the Historic Resources Act.	After fee simple title is issued
Yukon or TH	If making a proposal to remove the designation under the <u>Historic Resources Act</u> , from any part of Forty Mile, Fort Cudahy and Fort Constantine, forward the proposal to the other party.	As necessary
Yukon or TH	Consider the proposal.	Within a reasonable period of time after receiving the proposal
Yukon	If the Yukon and TH agree, remove the historic site designation from the part of Forty Mile, Fort Cudahy and Fort Constantine identified in the proposal.	As necessary



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Preparation of management plan for Forty Mile, Fort Cudahy and Fort Constantine Historic Site

**RESPONSIBLE PARTY:** TH, Yukon

**PARTICIPANT! LIAISON:** Yukon Heritage Resources Board

### **OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule A

- 3.1 A management plan shall be prepared for Forty Mile, Fort Cudahy and Fort Constantine.
- 3.2 A steering committee shall be established to prepare the management plan referred to in 3.1.
  - 3.2.1 The steering committee shall be comprised of six members, of whom three shall be nominated by the Tr'ondëk Hwëch'in and three by the Yukon.
- 3.3 The steering committee shall make best efforts to recommend the management plan to the Tr'ondëk Hwëch'in and the Yukon within five years of the Effective Date of this Agreement.
  - 3.3.1 If the members of the steering committee are unable to agree on the provisions to be included in the management plan, the Tr'ondëk Hwëch'in or the Yukon may refer the matter to dispute resolution under 26.3.0.
- 3.4 The preparation of the management plan shall include a process for public consultation.
- 3.5 Preparation of the management plan shall be guided by the following principles:
  - 3.5.1 protection, conservation and interpretation of the Heritage Resources at Forty Mile, Fort Cudahy and Fort Constantine in accordance with national and international standards, as accepted or modified by the Tr'ondëk Hwëch'in and the Yukon.
  - 3.5.2 recognition and protection of the traditional and current use of Forty Mile, Fort Cudahy and Fort Constantine by the Tr'ondëk Hwëch'in;
  - 3.5.3 encouragement of and public awareness of and appreciation for the natural and cultural resources of Forty Mile, Fort Cudahy and Fort Constantine; and
  - 3.5.4 provision of reasonable opportunity to the public to visit and appreciate Forty Mile, Fort Cudahy and Fort Constantine.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 3.6 The management plan shall address all matters pertaining to the management of Forty Mile, Fort Cudahy and Fort Constantine, including:
  - 3.6.1 its traditional and current use by the Tr'ondëk Hwëch'in;
  - 3.6.2 the nature and status of its resources;
  - 3.6.3 historic buildings;
  - 3.6.4 archaeological resources;
  - 3.6.5 burial sites;
  - 3.6.6 land use impact;
  - 3.6.7 the conditions of third-party use;
  - 3.6.8 research in respect of the Heritage Resources;
  - 3.6.9 economic opportunities associated with Forty Mile, Fort Cudahy and Fort Constantine;
  - 3.6.10 the manner in which the management plan would be implemented; and
  - 3.6.11 other matters as to which the Tr'ondëk Hwëch'in and Yukon agree.
- 4.1 The Tr'ondëk Hwëch'in and the Yukon may refer any proposed management plan to the Yukon Heritage Resources Board for its review and recommendations.
- 4.2 The Tr'ondëk Hwëch'in and the Yukon shall jointly review any proposed management plan and shall make reasonable attempts to reach consensus on whether to accept, vary or set aside the provisions set out in the management plan and shall consider any recommendations of the Yukon Heritage Resources Board.
- 4.3 If the Tr'ondëk Hwëch'in and the Yukon are unable to reach a consensus under 4.2, either may refer the matter to dispute resolution under 26.3.0.
  - 4.3.1 Nothing in this schedule shall be construed to confer upon an arbitrator appointed pursuant to 4.3 any power to determine financial or other resources to be provided in connection with Forty Mile, Fort Cudahy and Fort Constantine by either the Tr'ondëk Hwëch'in or the Yukon.

**CROSS REFERENCED CLAUSES:** 13.8.1.4; Chapter 13 Schedule A 5.1; 26.3.0 (all)

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH, Yukon	Establish the steering committee comprised of three members nominated by TH and three members nominated by Yukon.	Within 6 months of the Effective Date or as soon thereafter as the parties agree is reasonable
Steering committee	Prepare a workplan for development of the management plan including a process for public consultation.	As soon as practicable after establishment of the steering committee
Steering committee	Develop and recommend the management plan to TH and Yukon.	Best efforts within 5 years of the Effective Date, consistent with the workplan
TH or Yukon	If the members of the steering committee are unable to agree on the provisions to be included in the management plan, refer to dispute resolution under 26.3.0.	As necessary
TH, Yukon	At discretion, forward proposed management plan to the Yukon Heritage Resources Board for its review and recommendations.	Upon receipt of proposed management plan
TH, Yukon	Jointly review proposed management plan taking into consideration any recommendations of the Yukon Heritage Resources Board; make reasonable attempts to reach consensus whether to accept, vary or set aside the provisions.	As soon as practicable after receipt of recommendations from the Yukon Heritage Resources Board
TH, Yukon	If the parties are unable to agree upon the provisions of the management plan, refer the matter to dispute resolution under 26.3.0.	As necessary

### Planning Assumption

1. The workplan discussions will identify timelines, budgetary and other resources required and each party's participation in the process of developing the management plan.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Review and amendment of the Forty Mile, Fort Cudahy and Fort Constantine Historic Site approved management plan

**RESPONSIBLE PARTY:** TH, Yukon

**PARTICIPANT:** Yukon Heritage Resources Board  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

Chapter 13 Schedule A

4.4 The Tr'ondëk Hwëch'in and the Yukon shall jointly review the management plan no later than ten years after its initial approval and no later than every ten years thereafter.

4.5 The Tr'ondëk Hwëch'in and the Yukon may refer any proposed amendment to the management plan to the Yukon Heritage Resources Board for its review and recommendations.

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
TH, Yukon	Establish terms of reference for a joint review of the management plan, and identify resources required to undertake the review,	In or before the ninth year following the completion of the management plan as needed so that resource requirements can be addressed in the parties' budgets for the following year(s)
TH, Yukon	Review the management plan identifying any proposed amendments of the management plan.	In accordance with the terms of reference and no later than ten years after the initial approval
	<u>If amendments are proposed:</u>	
TH, Yukon	Refer proposed amendments to the management plan to the Yukon Heritage Resources Board.	As necessary

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH, Yukon	Consider any recommendations from the Yukon Heritage Resources Board in the review.	As necessary

### Planning Assumptions

1. This cycle of activities will repeat for all subsequent reviews, adjusting timing as required.
2. The terms of reference discussions will identify timelines, budgetary and other resources required and each party's participation in carrying out the review.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Management and implementation of the approved management plan for Forty Mile, Fort Cudahy and Fort Constantine Historic Site

**RESPONSIBLE PARTY:** TH, Yukon

**PARTICIPANT:** None identified  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

Chapter 13 Schedule A

- 5.1 The Tr'ondëk Hwëch'in and the Yukon shall manage Forty Mile, Fort Cudahy and Fort Constantine in accordance with the Historic Resources Act, S.Y. 1991, c.8, and the approved management plan.
- 5.2 Prior to approval of the management plan pursuant to 4.0, the Tr'ondëk Hwëch'in and the Yukon shall manage Forty Mile, Fort Cudahy and Fort Constantine in a manner consistent with the principles set out in 3.5.

**CROSS REFERENCED CLAUSES:** Chapter 13 Schedule A 3.5, 4.0

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Responsibility	Activities	Timing
TH, Yukon	Manage Forty Mile, Fort Cudahy and Fort Constantine Historic Site in a manner consistent with the principles set out in 3.5.	Prior to the approval of the management plan
TH, Yukon	Manage Forty Mile, Fort Cudahy and Fort Constantine Historic Site in accordance with the <u>Historic Resources Act</u> , S.Y. 1991, c. 8 and the approved management plan.	After approval of the management plan

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Establishment of Tr'o-ju-wech'in Heritage Site

**RESPONSIBLE PARTY:** TH, Yukon, Canada

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

Chapter 13 Schedule B

- 1.1 Parcel S-21 1BID described as "Tr'o-ju-wech'in Heritage Site" on the Reference Plan of Dawson, in Appendix B - Maps, which forms a separate volume to this Agreement, is hereby recognized and established as a Heritage Site to be known as the Tr'o-ju-wech'in Heritage Site (the "Site").
- 1.2 The Tr'ondĕk Hwĕch'in may apply for consideration of the Site pursuant to the Historic Sites and Monuments Act, R.S.C. 1985, c. H-6, the Historic Resources Act, S.Y. 1991, c. 8, or any other appropriate Legislation.
- 7.3 Canada shall prohibit entry on the Site for the purpose of locating, prospecting or mining under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3, withdraw the Site from the disposal of any interest pursuant to the Territorial Lands Act, R.S.C. 1985, c. T-7 and prohibit the issuance of interests under the Canada Petroleum Resources Act, R.S.C. 1985 (2d Supp.), c. 36 in the Site.
  - 7.3.1 No one may carry out any activities related to the exploration or production of Oil and Gas in the Site.
  - 7.3.2 No one may explore for coal or stake for coal in the Site.
  - 7.3.3 For the purposes of 7.3, the Site shall include
    - (a) Lot 21, Block 2, Plan 8338A CLSR, Klondike Addition; and
    - (b) South half of Lot 7, Block 5, Plan 8338A CLSR, Klondike Addition.

**CROSS REFERENCED CLAUSES:** 13.4.6.2; Chapter 13 Schedule B 3.8

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## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Canada	Prohibit entry on the Site for the purpose of locating, prospecting or mining under the <u>Yukon Quartz Mining Act</u> , R.S.C. 1985, c. Y-4 and the <u>Yukon Placer Mining Act</u> , R.S.C. 1985, c. Y-3; prohibit the issuance of interests under the <u>Canada Petroleum Resources Act</u> , R.S.C. 1985 (2d Supp.), c. 36 in the Site; and withdraw the Site from the disposal of any interest pursuant to the <u>Territorial Lands Act</u> , R.S.C. 1985, c. T-7.	By the Effective Date
Canada	Notify other Parties of prohibition and withdrawal.	As soon as practicable after prohibition and withdrawal
TH	At discretion, apply for consideration of the site pursuant to the <u>National Historic Sites Act</u> , R.S.C. 1985, c. H-6, the <u>Historic Resources Act</u> , S.Y. 1991, c. 8, or any other appropriate Legislation	As necessary

### Planning Assumption

1. The Department of Canadian Heritage will assume the lead role for Canada.



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Preparation of the Review and the Management plan for Tr'o-ju-wech'in Heritage Site

**RESPONSIBLE PARTY:** TH, Yukon, Canada

**PARTICIPANT:** Yukon Heritage Resources Board  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

#### Chapter 13 Schedule B

- 3.1 A steering committee (the "Steering Committee") shall be established to direct and oversee:
  - 3.1.1 a review of the cultural values associated with the Site, including preparation of a history and an assessment of the archaeological and historic resources of the Site (the "Review"); and
  - 3.1.2 preparation of a management plan (the "Management Plan") for the Site based upon the Review.
- 3.2 The Steering Committee shall initially be comprised of five members, of whom three shall be nominated by the Tr'ondĕk Hwĕch'in, one shall be nominated by Yukon and one shall be nominated by Canada.
- 3.3 Upon completion of the Review, the Steering Committee may, by consensus among its members, nominate additional members to facilitate cooperation and coordination among other organizations with an interest in the historic and cultural values of the Site.
- 3.4 The Steering Committee shall make best efforts to complete the Review within two years of the Effective Date of this Agreement and to recommend a draft Management Plan to the Tr'ondĕk Hwĕch'in and Canada within three years of completion of the Review.
- 3.5 The preparation of the Management Plan shall include a process for public consultation.
- 3.6 Yukon shall contribute towards preparation of the Review, under the direction of the Steering Committee and within the time frame set out in 3.4, by taking a lead role in conducting those portions of the Review relating to the archaeological and historic resources assessment of the Site, and in the course of such work shall ensure that training opportunities are provided to the Tr'ondĕk Hwĕch'in.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 3.7 Canada shall contribute towards preparation of the Review, under the direction of the Steering Committee and within the time frames set out in 3.4, by taking a lead role in conducting those portions of the Review relating to preparation of a history and the identification of cultural values associated with the Site, and in the course of such work shall ensure that training opportunities are provided to the Tr'ondëk Hwëch'in.
- 3.8 Canada shall, under the direction of the Steering Committee and within the time frames set out in 3.4, take a lead role in the preparation of the Management Plan, and in the course of such work shall ensure that training opportunities are provided to the Tr'ondëk Hwëch'in. If the Site or any part of it is recognized as a National Historic Site pursuant to the Historic Sites and Monuments Act, R.S.C. 1985, c. H-6, the Department of Canadian Heritage, Parks Canada shall continue to work cooperatively with the Tr'ondëk Hwëch'in on the protection and presentation of the Site.
- 3.9 The Steering Committee may refer the draft Management Plan to the Yukon Heritage Resources Board for its review and recommendations.
- 5.1 The Tr'ondëk Hwëch'in and Canada shall jointly approve the Management Plan.
- 5.2 Within 90 days of receipt of a draft Management Plan, the Tr'ondëk Hwëch'in and Canada shall each decide whether to accept, vary or set aside the provisions set out therein.
- 5.3 The Tr'ondëk Hwëch'in and Canada shall jointly review their decisions under 5.2 and shall make reasonable efforts to reach a consensus as to the provisions to be included in the Management Plan.
- 5.4 If the Tr'ondëk Hwëch'in and Canada are unable to reach a consensus under 5.3, either may refer the matter to dispute resolution under 26.3.0.
- 5.4.1 Nothing in this schedule shall be construed to confer upon an arbitrator appointed pursuant to 5.4, any power to determine financial or other resources to be provided in connection with the Site by the Tr'ondëk Hwëch'in, Canada or the Yukon.

**CROSS REFERENCED CLAUSES:** Chapter 13 Schedule 4.0 (all); 26.3.0 (all)

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## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH, Yukon, Canada	Establish the steering committee comprised of three members nominated by the TH, one member nominated by Yukon and one member nominated by Canada.	Within 6 months of the Effective Date or as soon thereafter as the parties agree is reasonable
Steering committee	Prepare a draft workplan for completion of the review pursuant to 3.1.1. The workplan shall identify the contribution of the Yukon pursuant to 3.6 and the contribution of Canada pursuant to 3.7. The draft workplan will also identify the process for ensuring that training opportunities are provided to the TH. Forward the draft workplan to the Parties.	As soon as practicable after establishment of the steering committee
TH, Yukon	Jointly review Yukon's contribution towards the preparation of the review as set out in the draft workplan and the process for ensuring that training opportunities are provided to TH pursuant to 3.6. Provide response to the Steering Committee on draft workplan.	As soon as practicable
TH, Canada	Jointly review Canada's contribution towards the preparation of the review as set out in the draft workplan and the process for ensuring that training opportunities are provided to TH pursuant to 3.7. Provide response to the Steering Committee on draft workplan.	As soon as practicable
Steering Committee	Complete workplan for completion of the review pursuant to 3.1.1 after taking into consideration the views of the Parties.	As soon as practicable after receiving response from the parties
Steering Committee	Direct and oversee the completion of the Review.	Best efforts within 2 years of the Effective Date
Steering Committee	With consensus of its members and at discretion, nominate additional members pursuant to 3.3. Forward nomination of additional members to the Parties.	Upon completion of the review

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH, Yukon, Canada	Review the nominations and, if consensus is reached between the Parties, appoint the additional members put forward by the Steering Committee.	Upon receipt of additional nominations by the Steering Committee
Steering Committee	Prepare a workplan for development of the Management Plan including the role of Canada pursuant to 3.8 and including a process for public consultation.	As soon as practicable after the completion of the Review
Steering committee	Direct and oversee the completion of the draft Management Plan and recommend to TH and Canada. At discretion, forward proposed Management Plan to the Yukon Heritage Resources Board for its review and recommendations.	Best efforts within 3 years of the completion of the Review
TH, Canada	Each evaluate proposed Management Plan and determine whether to accept, vary or set aside the provisions.	Within 90 days of receipt of draft Management Plan
TH, Canada	Jointly review their decisions under 5.2 and make reasonable efforts to reach consensus as to the provisions to be included in the Management Plan.	As soon as practicable after evaluation under 5.2 is completed
TH or Canada	If the parties are unable to agree upon the provisions of the Management Plan, refer the matter to dispute resolution under 26.3.0.	As necessary

### Planning Assumptions

1. The workplan discussions will identify timelines, budgetary and other resources required and each party's participation in the Review and the process of developing the Management Plan.
2. Each Party shall be responsible for appointing its nominees to the Steering Committee.
3. The Department of Canadian Heritage will assume the lead role for Canada.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Review of the Tr'o-ju-wech'in Heritage Site Management Plan

**RESPONSIBLE PARTY:** TH, Canada

**PARTICIPANT:** None identified  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

Chapter 13 Schedule B

5.5 The Tr'onděk Hwěch'in and Canada shall jointly review the Management Plan no later than five years after its approval and no later than every 10 years thereafter.

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
TH, Canada	Establish terms of reference for a joint review of the Management Plan, and identify resources required to undertake the review,	In or before the fifth year following the completion of the Management Plan as needed so that resource requirements can be addressed in the parties' budgets for the following year(s)
TH, Canada	Review the Management Plan.	In accordance with the terms of reference and no later than five years after the initial approval and no later than every ten years thereafter

### Planning Assumptions

1. This cycle of activities will repeat for all subsequent reviews, adjusting timing as required.
2. The terms of reference discussions will identify timelines, budgetary and other resources required and each party's participation in carrying out the review.
3. The Department of Canadian Heritage will assume the lead role for Canada.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Management and implementation of the approved Management Plan for Tr'o-ju-wech'in Heritage Site

**RESPONSIBLE PARTY:** TH

**PARTICIPANT:** None identified  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

Chapter 13 Schedule B

- 6.1 The Tr'ondëk Hwëch'in shall manage the Site in accordance with the approved Management Plan.
- 6.2 Prior to the approval of the Management Plan pursuant to 5.0, the Tr'ondëk Hwëch'in shall manage the Site in a manner consistent with the objectives set out in 2.0 and the principles set out in 4.1.

**CROSS REFERENCED CLAUSES:** Chapter 13 Schedule B 2.0, 4.1, 6.3, 6.4

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Responsibility	Activities	Timing
TH	Manage the Site in a manner consistent with the objectives set out in 2.0 and the principles set out in 4.1.	Prior to the approval of the Management Plan
TH	Manage the Site in accordance with the approved Management Plan.	After approval of the Management Plan

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Restrictions on the ability of TH to dispose of any of the Tr'o-ju-wech'in Heritage Site

**RESPONSIBLE PARTY:** TH, Canada

**PARTICIPANT:** None identified  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

Chapter 13 Schedule B

- 7.1 The Tr'ondëk Hwëch'in shall not transfer, assign, encumber or otherwise dispose of the Site without the prior consent of Canada.

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
TH	If proposing to transfer, assign, encumber or otherwise dispose of the Site, seek consent from Canada. Provide details, in writing.	As necessary
Canada	Review TH's request and grant or deny consent.	As soon as practicable after receiving request
TH	If Canada's consent is granted, at discretion, dispose of the Site.	As necessary

### Planning Assumption

1. The Department of Canadian Heritage will assume the lead role for Canada.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** TH granting of leases and licenses of occupation of the Tr'o-ju-wech'in Heritage Site ("Site")

**RESPONSIBLE PARTY:** TH

**PARTICIPANT:** None identified  
**LIAISON:**

### **OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule B

7.2 The Tr'ondĕk Hwĕch'in may grant leases and licences of occupation of the Site consistent with the Management Plan or, in the absence of a Management Plan, with the objectives set out in 2.0 and the principles set out in 4.1.

**CROSS REFERENCED CLAUSES:** Chapter 13 Schedule B 2.0,4.1

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Responsibility	Activities	Timing
TH	At discretion, grant leases and licenses of occupation of the Site consistent with the Management Plan.	As necessary



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Negotiate and conclude a taxation agreement in respect of the Tr'o-ju-wech'in Heritage Site

**RESPONSIBLE PARTY:** TH, Yukon

**PARTICIPANT/ LIAISON:** Canada

### OBLIGATIONS ADDRESSED:

#### Chapter 13 Schedule B

- 8.1 The Site, including all improvements made to the Site for the purpose of achieving the objectives set out in 2.1 and 2.2 of this schedule, shall be exempt from Property Taxes for a period of 5 years from the Effective Date of this Agreement or until the Management Plan is approved pursuant to 5.0 of this schedule, whichever occurs earlier.
- 8.2 The purpose of the exemption from Property Taxes set out in 8.1 is to provide the Tr'ondëk Hwëch'in and the Yukon with an opportunity to negotiate and conclude a taxation agreement in respect of the Site as provided for in 14.0 of the Tr'ondëk Hwëch'in Self-Government Agreement.
- 8.3 The exemption from Property Taxes provided for in 8.1 shall not apply to any part of the Site used for:
- 8.3.1 commercial purposes;
  - 8.3.2 residential purposes; or
  - 8.3.3 any other purpose not directly related to the objectives set out in 2.1 and 2.2 of this schedule.

**CROSS REFERENCED CLAUSES:** Chapter 13 Schedule B 2.1. 2.2, THSGA 14.0

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Responsibility	Activities	Timing
TH	Notify Yukon and Canada of desire to negotiate and conclude a taxation agreement in respect of the Tr'o-ju-wech'in Heritage Site	At discretion
TH, Yukon, Canada	Prepare workplan identifying time lines and resources for negotiations.	Within 60 days after negotiation, or as soon thereafter as the parties agree is reasonable

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Canada	Provide funding as agreed to in the workplan.	Within 60 days after workplan completion, or as soon thereafter as the parties agree is reasonable
Yukon, TH	Negotiate taxation agreement in respect of Tr'o-ju-wech'in.	In accordance with the workplan

### PLANNING ASSUMPTIONS

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

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Renewal or replacement of Water Licences

**RESPONSIBLE PARTY:** TH

**PARTICIPANT / LIAISON:** Yukon Water Board

### OBLIGATIONS ADDRESSED:

14.7.4 Where the term of a licence described in 14.7.3 is five years or more, the licensee shall have the right to apply to the Board for a renewal or replacement of the licence. The Board shall require that written notice of the application be given, in a form satisfactory to the Board, to the affected Yukon First Nation, and shall provide the affected Yukon First Nation an opportunity to be heard concerning terms and conditions to be attached to the renewal or replacement for the protection of the interest of the Yukon First Nation.

### CROSS REFERENCED CLAUSES: 14.7.3

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Responsibility	Activities	Timing
Yukon Water Board	Provide written notice to TH that a licence holder has applied for a renewal or replacement of a licence with a term of five years or more for Water on or flowing through TH Settlement Land.	Upon receipt of application
TH	Review notice and prepare and present views to the Yukon Water Board on terms and conditions which should be attached to the replacement or renewal to protect TH interests.	Within timeframe provided by the Yukon Water Board or as stipulated in legislation

### Planning Assumption

1. It is expected that the Yukon Water Board is aware of its obligation pursuant to this provision.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Access to Settlement Land -- With consent for exercise of a Water right

**RESPONSIBLE PARTY:** TH

**PARTICIPANT / LIAISON:** Person seeking access, Surface Rights Board

### OBLIGATIONS ADDRESSED:

14.7.5 Unless a Person has a right of access without the consent of the affected Yukon First Nation, a Person requiring the use of Settlement Land other than the Parcel covered by that Person's interest under 14.7.1 in order to exercise a right to use Water under 14.7.1 and 14.7.3 has a right of access to use that Settlement Land with the consent of the affected Yukon First Nation or, failing consent, an order of the Surface Rights Board setting out terms and conditions of access.

**CROSS REFERENCED CLAUSES:** 14.7.1, 14.7.3, 14.7.6, 14.12.0 (all)

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Responsibility	Activities	Timing
TH	Receive request for access to Settlement Land to exercise a right to use Water granted under 14.7.1 or 14.7.3.	After the Effective Date
TH	Determine whether or not access will be granted and set terms and conditions of access if appropriate.	Upon request
TH	Notify applicant of decision.	Within a reasonable time
TH	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Compensation payable in relation to Licences existing on the date that land became Settlement Land

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Holder of Water Licence, Yukon Water Board

### OBLIGATIONS ADDRESSED:

14.7.8 After three years from the Effective Date of a Yukon First Nation Final Agreement and only in respect to the term following the expiry of that three year period, a Person holding a Licence described in 14.7.3 shall be liable to pay compensation under the provisions of this chapter to the Yukon First Nation in respect of the exercise of such Licence, and shall be subject to the provisions of 14.11.0 and 14.12.0.

**CROSS REFERENCED CLAUSES:** 14.7.3, 14.11.0 (all), 14.12.0 (all)

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Responsibility	Activities	Timing
TH	At discretion, negotiate agreement with Licence holder.	After three years from the Effective Date
TH	At discretion, apply to Yukon Water Board for determination or compensation related to any Licence described in activity 14.7.3.	If no agreement is reached

### Planning Assumption

1. Any subsequent replacement or renewal of a Licence described in 14.7.3 will be consistent with the operation of this chapter.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Shared drainage basin agreements

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT / LIAISON:** TH, Yukon, Government of the Northwest Territories, Government of British Columbia, Government of Alaska

**OBLIGATIONS ADDRESSED:**

- 14.10.1 Government shall make best efforts to negotiate Water management agreements with other jurisdictions which share drainage basins with the Yukon.
- 14.10.2 Government shall Consult with affected Yukon First Nations with respect to the formulation of Government positions on the management of Water in a shared drainage basin within those Yukon First Nations' Traditional Territories in negotiating an agreement pursuant to 14.10.1.

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
Government	Identify jurisdictions which share drainage basins with Yukon; notify TH.	As soon as practicable
Government	Contact identified jurisdictions and attempt to initiate discussions on Water management agreements.	As practicable
	<u>If agreement to negotiate is reached with other jurisdictions:</u>	
	notify TH that Government is formulating positions on Water management in a specified shared drainage basin and provide relevant information.	
TH	Review information and prepare and present views to Government.	Within reasonable time provided by Government

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government	Provide full and fair consideration to views presented and integrate views into Government position as practicable.	Prior to finalizing Government position

### Planning Assumptions

1. Once negotiations have been established with another jurisdiction, affected YFNs will be kept apprised of progress towards interjurisdictional agreements and will be Consulted periodically pursuant to this clause on the formulation of government positions.
2. Affected YFNs will be Consulted pursuant to this clause during discussions related to the amendment of any Water management agreement that is reached.
3. It is acknowledged that current arrangements for the negotiation of Water management agreements between jurisdictions include the participation of affected YFNs in the briefing and preparation for negotiations and in the negotiation sessions.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Preparation for Yukon Water Board proceedings with respect to compensation matters

**RESPONSIBLE PARTY:** TH, Yukon Indian Person

**PARTICIPANT / LIAISON:** Yukon Water Board

### OBLIGATIONS ADDRESSED:

14.12.1 Compensation to be paid to a Yukon First Nation or a Yukon Indian Person pursuant to this chapter shall only be for provable loss or damage to the Yukon First Nation or Yukon Indian Person.

14.12.2 The amount and terms of compensation set out in 14.12.1 shall be determined by the Board.

**CROSS REFERENCED CLAUSES:** 14.8.1, 14.9.2, 14.12.3 (all), 14.12.4, 14.12.5 (all), 14.12.6 (all), 14.12.7, 14.12.8, 14.12.9, 14.12.10

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Responsibility	Activities	Timing
TH, Yukon	Prepare for proceedings of the Yukon Water Indian Person Board, including, as appropriate, the preparation of documentation and other information to be presented to the Yukon Water Board in support of the application for compensation and participate in those proceedings.	As necessary



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Survey of Settlement Land boundaries

**RESPONSIBLE  
PARTY:** Canada

**PARTICIPANT /  
LIAISON:** Settlement Land Committees ("SLC"), Yukon, TH, CYI, Land Titles  
Office

### OBLIGATIONS ADDRESSED:

15.2.1 The boundaries of Settlement Land shall be surveyed in accordance with the instructions of the Surveyor General and dealt with by an official plan confirmed pursuant to the Canada Lands Surveys Act, R.S.C. 1985, c. L-6.

15.2.3 Standards of accuracy, techniques and specifications for the survey of Settlement Land shall be in accordance with the Manual of Instructions for the Survey of Canada Lands and other general or specific instructions issued by the Surveyor General from time to time.

15.2.4 The Surveyor General shall have the discretion to adjust boundaries of Settlement Land in order to reduce survey costs, subject to agreement of the Settlement Land Committee.

15.2.5 The Surveyor General has statutory responsibility for and control over all legal surveys arising out of Settlement Agreements.

15.2.9 Final decisions and ultimate responsibility concerning survey of Settlement Land rests with Canada and such decisions shall be taken in Consultation with the Yukon and the Council for Yukon Indians.

**CROSS REFERENCED CLAUSES:** 5.3.2, 5.3.3, 15.2.6, 15.2.7, 15.2.8, 15.2.10, 15.3.4 (all), 15.4.2, 15.4.2.1, 15.4.3, 15.7.1, 22.3.4

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Responsibility	Activities	Timing
Canada, TH	Establish a working group to address the design of the annual survey programs, based on priorities established by the SLCs, with a specific goal of improving access to economic opportunities for TH, and the general goal of increasing and improving TH involvement in the entire survey process.	After receipt of information from SLC
Canada	Prepare and present a draft of the annual survey programs to TH.	Following working group discussions

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH	Review and make recommendations on the draft.	Within a reasonable time indicated by Canada
Canada	Design and provide copy of the annual survey programs to Yukon and SLC.	As soon as practicable
Canada	Prepare survey instructions consistent with 15.2.1.	As soon as practicable
Canada	Tender survey contracts consistent with 15.7.1 and 22.3.4.	
Canada	Ensure surveys are in accordance with the standards of the Manual of Instructions for the Survey of Canada Lands and other general or specific instructions issued by the Surveyor General from time to time.	
Canada	Notify SLC that boundary requires adjustment to reduce survey cost.	As required
SLC	Review proposal to adjust.	As soon as practicable upon receipt of notice
Canada	Consult with CYI and Yukon in accordance with 15.2.9.	If consent of the SLC is not granted
Canada	Make decision regarding adjustment of the boundary.	If consent of the SLC is granted
Canada	Notify TH, SLC, CYI and Yukon of decision.	As appropriate
Canada	Receive survey results from contractor, examine results, and forward results to SLC for review.	Upon completion of survey

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumptions

1. Natural Resources Canada will assume the lead role for Canada.
2. Unless otherwise agreed by the parties, working group discussions pursuant to 15.2.1 shall take place in Whitehorse.

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Use and enjoyment of Settlement Land by Yukon Indian People prior to completion of surveys

**RESPONSIBLE PARTY:** Settlement Land Committee ("SLC"), Government

**PARTICIPANT / LIAISON:** Yukon Indian People, TH

### OBLIGATIONS ADDRESSED:

15.3.6 To the extent practicable, between the Effective Date of each Yukon First Nation Final Agreement and the date of confirmation of a plan of survey of any particular Parcel of Settlement Land or Site Specific Settlement Land, Yukon Indian People shall not be precluded from the interim use and enjoyment of that Parcel by reason only that a plan of survey of that Parcel has not been confirmed.

15.3.7 During the period described in 15.3.6:

- 15.3.7.1 each Settlement Land Committee shall receive requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People;
- 15.3.7.2 each Settlement Land Committee shall determine whether it is practicable to give effect to such requests and shall recommend to Canada or the Yukon, as the case may be, that it take such steps as the Committee considers appropriate; and
- 15.3.7.3 Government undertakes to take such steps as it considers practicable to give effect to the recommendations of the Settlement Land Committee.

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
SLC	Receive request relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian Person. Determine whether it is practicable to give effect to the request and make recommendations to Government.	Upon request by Yukon Indian Person

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government	Take steps as it considers practicable to give effect to a recommendation from the SLC respecting a request for use and enjoyment of Settlement Land.	Upon receipt of recommendation
Government	Inform the SLC, Yukon Indian Person and TH of any aspects of the recommendation that could not be given effect and indicate reasons.	As soon as practicable, if Government is unable to give effect to all or a part of the recommendation

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Resolving disputes regarding identification and selection of Site Specific Settlement Land and determination of priorities for survey of Settlement Land

**RESPONSIBLE PARTY:** Canada, Settlement Land Committee ("SLC"), Yukon, TH

**PARTICIPANT / LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

15.3.8 Where a Settlement Land Committee does not reach agreement under 15.3.4.1 or 15.3.4.2, Government, the affected Yukon First Nation or the Committee may refer the matter to the dispute resolution process under 26.3.0.

15.3.9 Where the dispute arises under 15.3.4.1, the arbitrator shall select either the final position proposed by Government or the final position proposed by the affected Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 15.3.4 (all), 15.3.5 (all), 15.4.5, 26.3.0 (all)

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Responsibility	Activities	Timing
Canada, Yukon, SLC or TH	If SLC does not reach agreement, at discretion refer dispute regarding identification of site specific settlement parcel (15.3.4.1) to dispute resolution process.	As necessary
Arbitrator	Resolve dispute pursuant to 15.3.4.1 by selecting either final position proposed by Government or the final position proposed by the TH.	As required
Canada, Yukon, SLC or TH	If SLC does not reach agreement, at discretion, refer dispute regarding priorities for survey of all Settlement Land (15.3.4.2) to dispute resolution process.	As necessary

### Planning Assumption

1. In the case of a disagreement, best efforts will be made to resolve issues prior to a referral to dispute resolution.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Approval of survey plans

**RESPONSIBLE PARTY:** Canada, TH, Settlement Land Committee ("SLC")

**PARTICIPANT / LIAISON:** Yukon, Land Titles Office ("LTO")

### OBLIGATIONS ADDRESSED:

15.6.6 Prior to the confirmation of an official plan by the Surveyor General or the approval of an administrative or explanatory plan, written approval from the Yukon First Nation shall be obtained by the Settlement Land Committee to ensure that the Yukon First Nation is satisfied that the Parcel as surveyed conforms either to the area originally selected or as modified by the Surveyor General pursuant to 15.2.4 and 15.6.1. The plan and a copy of the surveyor's report shall be reviewed by the Settlement Land Committee for conformance with the original land selection before recommending it to the Yukon First Nation.

15.6.7 If the Yukon First Nation rejects the recommendation by the Settlement Land Committee, the disagreement shall be referred to the dispute resolution process under 26.3.0, and the Surveyor General or his representative shall have standing as a party to the dispute. The resulting decision may direct that the costs of a resurvey be borne by one or more of the parties to the dispute.

15.6.8 After resolution of any disagreement pursuant to 15.6.7, the plan shall be returned directly to the Surveyor General for confirmation.

**CROSS REFERENCED CLAUSES:** 5.2.3, 5.2.4, 5.5.1, 5.5.1.4, 15.2.4, 15.6.1, 26.3.0 (all)

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Responsibility	Activities	Timing
Canada	Review plans with SLC to verify conformity to selections.	As soon as practicable upon completion of surveys
SLC	Review plan and surveyor's report for conformity with original land selection.	Prior to making recommendation to TH
SLC	If the plan conforms in the view of the SLC, recommend plan to TH and seek written approval of plan from TH.	As soon as practicable after review by Canada

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH	Review plan to ensure that the parcels depicted conform to the area selected.	As soon as practicable
TH	If the plan conforms, accept the recommendation of the SLC and provide written approval to the SLC.  <u>If accepted</u>	After reviewing the plan
Canada	Register the plan in Canada Lands Survey Records.	As soon as practicable
Canada	Deposit official plan in the LTO and in land registry system established by the TH.	Upon confirmation
	<u>If not accepted:</u>	
TH	Refer the dispute to the dispute resolution process under 26.3.0.	As soon as practicable
Canada	Resurvey if required, in accordance with the Chapter.	As soon as practicable
Canada	Return the plan to the Surveyor General for confirmation pursuant to 15.6.6.	Upon acceptance of the plan or after any dispute is resolved
Canada	Register the plan in Canada Lands Survey Records.	As soon as practicable
Canada	Deposit official plan in the LTO and in land registry system established by the TH.	Upon confirmation

### Planning Assumption

1. Natural Resources Canada will assume the lead role for Canada.



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Employment and economic opportunities -- Surveying

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT / LIAISON:** TH

### **OBLIGATIONS ADDRESSED:**

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Tr'ondĕk Hwĕch'in Settlement Land, Government shall include among the factors for consideration, employment of Tr'ondĕk Huch'in, Tr'ondĕk Hwĕch'in and Tr'ondĕk Huch'in ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.
- 15.7.1.2 The Tr'ondĕk Hwĕch'in and Government shall ensure that qualifications and experience requirements for employment of Tr'ondĕk Huch'in in the surveying of Tr'ondĕk Hwĕch'in Settlement Land shall be established at levels appropriate to the nature of the tasks being performed in that employment, and shall take into account the local knowledge of Tr'ondĕk Huch'in.
- 15.7.1.3 Qualified Tr'ondĕk Huch'in shall have first priority for employment in the surveying of Tr'ondĕk Hwĕch'in Settlement Land on the same terms and conditions that such employment would be offered to any other person with the appropriate qualifications and experience.
- 15.7.1.4 Nothing in 15.7.1.1 shall be construed to mean that the criteria for employment of Tr'ondĕk Huch'in, or for Tr'ondĕk Hwĕch'in and Tr'ondĕk Huch'in ownership or equity investment shall be the determining criteria in the award of any contract.

**CROSS REFERENCED CLAUSES:** 15.2.5, 15.7.2, 22.3.1

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Canada and TH	<p>Establish working group to discuss the development of criteria to be used in the evaluation of competitive proposals, bids or tenders for survey of TH Settlement Land which may include:</p> <ul style="list-style-type: none"> <li>- criteria regarding Tr'ondĕk Huch'in employment;</li> <li>- criteria regarding Tr'ondĕk Huch'in and TH ownership or equity investment;</li> <li>- criteria regarding qualifications and experience requirements at levels appropriate to the nature of tasks being performed taking into account the local knowledge of Tr'ondĕk Huch'in; and</li> <li>- criteria to ensure that Tr'ondĕk Huch'in and Tr'ondĕk Huch'in businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract.</li> </ul>	Within six months of the Effective Date, or as otherwise agreed by the parties
Working group	Prepare and present a draft copy of the criteria to TH and Canada.	In sufficient time for Canada and TH to review and make recommendations
TH, Canada	Review and make recommendations on the criteria to the working group.	In sufficient time for working group to consider recommendations and provide draft to Canada
Working group	Consider recommendations and provide final draft to Canada.	Within a reasonable time indicated by Canada
Canada	Finalize criteria and provide copy of criteria to TH.	As soon as practicable

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Canada	<p>Ensure proposals include a TH involvement plan which may address the following issues:</p> <ul style="list-style-type: none"> <li>- documentation indicating that Tr'ondĕk Huch'in and Tr'ondĕk Huch'in businesses were given first consideration in providing technical and support services associated with the contract;</li> <li>- a list of names of personnel to be hired or the proposed method of hiring;</li> <li>- previous work experience with Yukon First Nations and other First Nation organizations;</li> <li>and</li> <li>- any proposals for training Tr'ondĕk Huch'in in surveying.</li> </ul>	As practicable
Planning group preparing economic development opportunities plan	Set out the agreed upon qualifications and experience appropriate for survey in the economic development opportunities plan prepared pursuant to 22.3.1.	Prior to completion of economic development opportunities plan

### Planning Assumptions

1. Natural Resources Canada ("NRCan") will assume the lead role for Canada.
2. NRCan and TH have agreed that the technical evaluation committee established to evaluate proposals will include a representative of the III.
3. Unless otherwise agreed by the parties, working group discussions pursuant to 15.7.1.1 shall take place in Whitehorse.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Administration of survey contracts

**RESPONSIBLE PARTY:** Canada, TH

**PARTICIPANT / LIAISON:** Yukon Indian People

### **OBLIGATIONS ADDRESSED:**

15.7.2 Where economic opportunities and benefits are associated with the survey of Settlement Land, Yukon First Nations shall have access to these opportunities and benefits. Any contract issued for the survey of Settlement Land shall contain the condition that Yukon Indian People and Yukon First Nation businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract. A list of Yukon First Nation businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of a Yukon First Nation's Settlement Land shall be included with all requests for proposals, and documentary proof the Yukon First Nation's businesses and Yukon Indian People were given first consideration shall form part of a contractor's proposal.

**CROSS REFERENCED CLAUSES:** 22.5.4, 22.5.6, 22.5.8, 22.5.9

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Responsibility	Activities	Timing
TH, Canada	Develop arrangements and procedures including contacts, timelines, and information requirements to facilitate the administration of survey contracts.	Within 6 months of the Effective Date unless otherwise agreed by the parties
Canada	Prepare contracts for the survey of Settlement Land and include the condition that Yukon Indian People and TH businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract.	As required

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Canada	Include list of TH businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of TH Settlement Land with all requests for proposals, and require documentary proof that TH businesses and Yukon Indian People were given first consideration.	When issuing requests for proposals
Canada	In assessing survey proposals, confirm that the documentary proof forms part of the contractors's proposal. Provide copy of documentary proof to TH.	As required

### Planning Assumption

1. Natural Resources Canada will assume the lead role for Canada.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation with TH prior to imposition of a limitation pursuant to 16.3.3 in Legislation

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** TH, other affected YFNs

### **OBLIGATIONS ADDRESSED:**

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

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

**CROSS REFERENCED CLAUSES:** 16.3.2, 16.3.3.1, 16.3.9, 16.3.10, 16.5.4, 16.6.9, 16.6.10 (all), 16.7.12.7, 16.7.16

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Responsibility	Activities	Timing
Government, TH	Provide notice of possible need to impose a limitation pursuant to 16.3.3.1. Develop arrangements and procedures for Consultation identifying contacts, timelines, general information guidelines and any other information required by the parties.	Within reasonable time prior to Consultation
Government	Provide details of the issue and of the proposed limitation pursuant to 16.3.3.1 to TH and other affected YFNs.	Following establishment of arrangements and procedures for Consultation
TH	Prepare and present views on proposed limitation.	Within a reasonable period of time as set out in the arrangements and procedures
Government	Provide full and fair consideration of views presented.	Before imposing a limitation
Government	Notify TH of decision.	After decision made

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Representation of the interests of TH and other affected YFNs in international negotiations involving Fish and Wildlife management issues

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT / LIAISON:** TH and other affected YFNs

### OBLIGATIONS ADDRESSED:

16.3.5 Canada shall make reasonable efforts to ensure that when issues involving Fish and Wildlife management arise in international negotiations, the interests of affected Yukon First Nations are represented.

### CROSS REFERENCED CLAUSES: 16.5.4

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Responsibility	Activities	Timing
Canada	Notify TH and other affected YFNs of Fish and Wildlife management issues in international negotiations. Provide background information on the subject and request input from YFNs with respect to their interests.	Prior to the negotiations or as issues arise
TH and other affected YFNs	Provide response for consideration by Canada.	Within timeframe established by Canada
Canada	Negotiate the issues, making reasonable efforts to represent the interests of TH and other affected YFNs.	As required

### Planning Assumption

1. Canada, where practicable, will liaise with a number of public fish and wildlife management structures, depending on the subject matter, including: Renewable Resources Councils, Fish and Wildlife Management Board, Salmon-Sub Committee, Wildlife Management Advisory Council (North Slope), Porcupine Caribou Management Board and others.

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Amendments to Game Export Act

**RESPONSIBLE  
PARTY:** Canada

**PARTICIPANT/  
LIAISON:** Yukon, TH

### OBLIGATIONS ADDRESSED:

16.3.7 Government shall make best efforts to amend the Game Export Act, R.S.C. 1985, c. 0-1 to enable the transport of Wildlife products for traditional noncommercial purposes across borders with Alaska, British Columbia and the Northwest Territories.

16.3.8 No tax, duty or such other fees or royalties shall be imposed by Government in respect of the export of Wildlife products under 16.3.7.

### CROSS REFERENCED CLAUSES: 16.7.16

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Responsibility	Activities	Timing
Canada	Forward copy of <u>Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act</u> ("WAPPRIITA") and regulations to YFNs and Yukon.	As soon as practicable
Canada, Yukon, TH	Review WAPPRIITA and regulations to determine if they comply with requirements of 16.3.7.	After receipt of WAPPRIITA and regulations
Canada	Consult with TH and Yukon for the purpose of determining whether further amendments are required.	
Canada	If further amendments are needed, make best efforts to amend legislation pursuant to 16.3.7.	As soon as practicable



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumption

1. The Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act, R.S.C. 1992, c.52 was assented to by Parliament on December 17, 1992 and was proclaimed with regulations on May 14, 1996. This Act repeals the Game Export Act R.S.C. 1985, c. 0-1 and allows the Governor in Council to make regulations under section 21 with respect to circumstances in which persons may be exempted from holding permits and on a number of other issues.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Coordinated Fish and Wildlife population management in and outside of National Parks

**RESPONSIBLE PARTY:** Canada, Yukon, TH, Fish and Wildlife Management Board ("FWMB"), Dawson District Renewable Resources Council ("RRC")

**PARTICIPANT / LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

16.3.14.1 The responsible agencies, the Board and the Councils shall make best efforts to coordinate the management of Fish and Wildlife populations which cross a boundary of a National Park.

**CROSS REFERENCED CLAUSES:** 16.3.14, 16.3.15

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Responsibility	Activities	Timing
Canada, Yukon, TH, FWMB, RRC, responsible agencies	Discuss appropriate protocol for coordination of the management of Fish and Wildlife populations which cross the boundary of a National Park.	As soon as practicable after the establishment of a National Park in or adjacent to TH Traditional Territory

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Provision of proof in relation to Harvesting rights

**RESPONSIBLE PARTY:** TH

**PARTICIPANT / LIAISON:** Canada, Yukon

### OBLIGATIONS ADDRESSED:

16.4.7 A Yukon First Nation shall provide to a Yukon Indian Person proof that the Yukon Indian Person is enrolled in that Yukon First Nation's Final Agreement, has been given consent under 16.4.2 or has been allocated a Harvesting opportunity pursuant to a Basic Needs Level allocation for Wildlife or a basic needs allocation of Salmon, as the case may be.

**CROSS REFERENCED CLAUSES:** 16.4.2 (all), 16.4.8, 16.4.9, 16.5.1.1

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Responsibility	Activities	Timing
TH	Provide proof to each TH citizen with respect to their enrollment in the THFA.	As soon as practicable
	Provide Canada and Yukon with a sample of the proof of enrollment.	As soon as practicable after the proof of enrollment document is developed
TH	Provide proof to each Yukon Indian Person who has been given consent under 16.4.2 or has been allocated a Basic Needs Level allocation.	As soon as practicable
	Provide Canada and Yukon with a sample of the proof provided.	As soon as practicable after the proof of harvesting rights document/form is developed

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation with TH before taking action on Fish and Wildlife matters affecting TH management responsibilities or exercise of Harvesting rights

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

16.5.4 Government shall Consult with a Yukon First Nation prior to taking action on Fish or Wildlife matters which may affect the Yukon First Nation's management responsibilities or the exercise of Harvesting rights under a Settlement Agreement of Yukon Indian People enrolled under that Yukon First Nation Final Agreement.

**CROSS REFERENCED CLAUSES:** 16.3.3.2, 16.5.1

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Responsibility	Activities	Timing
Government	Notify and provide details to TH of proposed action on a Fish and Wildlife matter which may affect TH.	As required
TH	Prepare and present views to Government regarding proposed action.	Within reasonable time indicated by Government
Government	Provide full and fair consideration of views presented. Inform TH of action to be taken.	Prior to action being taken

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Nomination of alternate members to the Dawson District Renewable Resources Council ("RRC")

**RESPONSIBLE PARTY:** TH, Minister

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

16.6.2.1 The Minister and the Tr'ondëk Hwëch'in may each nominate one additional member as an alternate member to the Council.

**CROSS REFERENCED CLAUSES:** 2.11.8, Chapter 2 Schedule B 4.1,4.1.3; 16.6.2.2, 16.6.2.3, 16.6.4. (all)

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Responsibility	Activities	Timing
TH	Nominate an additional member to RRC as an alternate, in accordance with the requirements of 16.6.4.	As necessary
Minister	Nominate an additional member to RRC as an alternate, in accordance with the requirements of 16.6.4.	As necessary
Minister	Appoint alternate members to RRC.	After nominations have been received

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Nominations to the Dawson District Renewable Resources Council ("RRC")

**RESPONSIBLE PARTY:** TH, Yukon

**PARTICIPANT/ LIAISON:** None identified

### **OBLIGATIONS ADDRESSED:**

16.6.4.3 Prior to any appointments being made to the Council, the Minister and the Tr'ondëk Hwëch'in shall make reasonable attempts to reach a consensus as to the individuals which each party nominates to the Council.

16.6.4.4 In attempting to reach consensus under 16.6.4.3, the Minister and the Tr'ondëk Hwëch'in shall consider:

- (a) any prospective nominee's familiarity with and sensitivity to the culture and aspirations of the Tr'ondëk Hwëch'in;
- (b) any prospective nominee's familiarity with renewable resource issues and, in particular, with the harvesting of renewable resources;
- (c) any information available as to a prospective nominee's intention to remain resident in the Traditional Territory of the Tr'ondëk Hwëch'in;
- (d) the compatibility of proposed nominees; and
- (e) any other matters to which the Minister and the Tr'ondëk Hwëch'in agree.

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

**CROSS REFERENCED CLAUSES:** 2.11.8, Chapter 2 Schedule B 4.1,4.1.3; 16.6.4.1, 16.6.4.2, 16.6.2

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## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH, Yukon	Make reasonable efforts to reach a consensus as to each party's nominees to the RRC.	When making nominations to the RRC
TH, Yukon	If consensus is reached, nominate those individuals.	As necessary
TH or Yukon	If no consensus reached, at discretion, give written notice to the other party identifying the individuals, which it intends to nominate to the RRC.	As necessary
TH or Yukon	At discretion, nominate named individuals.	At least 14 days after notice provided

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Recommendations regarding approval of proposed game farming, game ranching fur farming, fur ranching and fish farming activities

**RESPONSIBLE PARTY:** Dawson District Renewable Resources Council ("RRC")

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

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

16.6.10.13 shall seek the consent of the Tr'ondëk Hwëch'in before recommending the approval of any proposed:

- (a) game farming;
- (b) game ranching;
- (c) fur farming;
- (d) fur ranching; or
- (e) fish farming

activities in the Traditional Territory of the Tr'ondëk Hwëch'in;

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.3; 16.6.9

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Responsibility	Activities	Timing
RRC	Seek consent of TH before recommending the approval of any proposed game farming, game ranching, fur farming, fur ranching, or fish farming activities in TH Traditional Territory. Provide details.	As necessary
TH	Review proposal and grant or deny consent.	Within a reasonable period of time after RRC's request



## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Amendment of Wildlife Act

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH, Renewable Resources Councils ("RRCs"), Fish and Wildlife Management Board ("FWMB")

### OBLIGATIONS ADDRESSED:

16.6.13 The Minister shall recommend to the Yukon Legislative Assembly an amendment to the Wildlife Act, R.S.Y. 1986, c.178 to enable the Council to establish bylaws under the Wildlife Act, R.S.Y. 1986, c.178 pursuant to 16.6.10.6.

**CROSS REFERENCED CLAUSES:** 2.11.8, Chapter 2 Schedule B 4.1,4.1.3; 16.5.4, 16.6.10.6, 16.7.16, 16.11.1

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Responsibility	Activities	Timing
Yukon	Send details of proposed amendment to TH and FWMB.	As soon as practicable
TH, FWMB	Review request, prepare and present views regarding proposed amendment.	Within a reasonable time period indicated by Yukon
Yukon	Provide full and fair consideration to views presented and draft amendment.	Prior to introducing amendment to Yukon Legislative Assembly
Yukon	Introduce amendment to Yukon Legislative Assembly. Send approved Legislation to TH, FWMB and RRCs.	Following approval of legislation

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Provision of research results/information to Dawson District Renewable Resources Council ("RRC")

**RESPONSIBLE PARTY:** Government, TH

**PARTICIPANT/ LIAISON:** RRC

### OBLIGATIONS ADDRESSED:

16.6.15 Government shall provide Councils with the results of research under 16.6.10.11.

16.6.17 Upon request by the Council, the Minister and the affected Yukon First Nation shall make available to the Council information in their possession reasonably required for the Council to carry out its functions under this chapter.

**CROSS REFERENCED CLAUSES:** 2.11.8, Chapter 2 Schedule B 4.1,4.1.3; 16.6.10.11

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Responsibility	Activities	Timing
Government	Provide research results under 16.6.10.11 to RRC.	As soon as practicable after Government receives research information
Government, TH	Provide RRC with information in their possession reasonably required for the RRC to carry out its functions under this chapter.	Upon request by RRC

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Recommendation to Minister on allocation, in amount and area, of Salmon to users

**RESPONSIBLE PARTY:** Salmon Sub-Committee ("SSC")

**PARTICIPANT/ LIAISON:** TH, other affected YFNs, Canada

### **OBLIGATIONS ADDRESSED:**

16.7.17.12 Without restricting 16.7.17.11, the Sub-Committee:

- (f) after Consultation with affected Yukon First Nations, shall make recommendations to the Minister on allocation, in amount and by area, of Salmon to users, in accordance with this chapter; and

**CROSS REFERENCED CLAUSES:** 16.7.17.11, 16.8.0 (all), 16.10.5; Chapter 16  
Schedule A

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Responsibility	Activities	Timing
SSC	Identify need to vary allocation, in amount and by area, of Salmon to users, and notify TH and other affected YFNs and Canada. Provide any relevant information.	As necessary
TH and other affected YFNs	Review proposal and prepare and present views.	Within a reasonable time
SSC	Provide full and fair consideration to input received.	As required
SSC	Make recommendations to the Minister on allocation, in amount and by area, of Salmon to users.	As soon as practicable
SSC	Notify TH and other affected YFNs of outcome of recommendations.	As soon as practicable

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumption

1. The Department of Fisheries and Oceans will assume the lead role for Canada.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Allocation of Total Allowable Harvest for moose, woodland caribou or barrenground caribou from the Forty Mile Caribou Herd.

**RESPONSIBLE PARTY:** Government, TH

**PARTICIPANT/ LIAISON:** Dawson District Renewable Resources Council ("RRC"),  
Tetlit Gwich'in

### OBLIGATIONS ADDRESSED:

- 16.9.1.3 If a Total Allowable Harvest is established for moose for all or part of the Traditional Territory of the Tr'ondëk Hwëch'in, which is outside of the Primary Use Area, Government shall allocate to the Tr'ondëk Hwëch'in either:
- (a) a portion of the Total Allowable Harvest determined in accordance with Schedule C - Allocation of Total Allowable Harvest for moose, attached to this chapter; or
  - (b) the number of moose required to satisfy the Subsistence needs of Tr'ondëk Huch'in,

whichever is less.

- 16.9.1.4 If a Total Allowable Harvest is established for woodland caribou or barrenground caribou from the Forty Mile Caribou Herd for all or part of the Traditional Territory of the Tr'ondëk Hwëch'in, which is outside of the Primary Use Area, Government shall allocate to the Tr'ondëk Hwëch'in either:

- (a) 75% of the Total Allowable Harvest; or
- (b) the number of woodland caribou or barrenground caribou from the Forty Mile Caribou Herd required to satisfy the Subsistence needs of Tr'ondëk Huch'in,

whichever is less.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 16.9.1.5 If Government proposes, after Consultation with the Tr'ondĕk Hwĕch'in and the Council, to allocate a portion of a Total Allowable Harvest for moose or woodland caribou, or for barrenground caribou from the Forty Mile Caribou Herd, in accordance with 16.9.1.3(b) or 16.9.1.4(b), the following shall apply:
- (a) the Tr'ondĕk Hwĕch'in shall provide to Government and the Council its assessment of the number of moose or woodland caribou, or barrenground caribou from the Forty Mile Caribou Herd, required to satisfy the Subsistence needs of Tr'ondĕk Huch'in;
  - (b) if Government disagrees with the Tr'ondĕk Hwĕch'in's assessment pursuant to (a), Government and the Tr'ondĕk Hwĕch'in shall attempt to agree upon the number of moose or woodland caribou, or barrenground caribou from the Forty Mile Caribou Herd, required to satisfy the Subsistence needs of Tr'ondĕk Huch'in, failing which either Government or the Tr'ondĕk Hwĕch'in may refer the matter to the dispute resolution process under 26.3.0;
  - (c) the following matters shall be included in determining the Subsistence needs of Tr'ondĕk Huch' in for the purposes of 16.9.1.5:
    - (i) the health and nutritional needs of Tr'ondĕk Huch'in;
    - (ii) recent and current harvests of the species by Tr'ondĕk Huch'in;
    - (iii) the Harvest patterns of Tr'ondĕk Huch'in and changes to those patterns;
    - (iv) current personal consumption estimates of the species by Tr'ondĕk Huch'in; and
    - (v) such other factors as agreed upon by Government and the Tr'ondĕk Hwĕch'in.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 16.9.1.7 The Tr'ondĕk Hwĕch'in may allocate to the Tetlit Gwich'in any part of the Subsistence needs of Tr'ondĕk Huch'in established pursuant to 16.9.1.5 in that part of the Traditional Territory of the Tr'ondĕk Hwĕch'in which is outside of the Primary Use Area and which is not subject to any overlap with the Traditional Territory of another Yukon First Nation.

### CHAPTER 16 SCHEDULE C

#### ALLOCATION OF TOTAL ALLOWABLE HARVEST FOR MOOSE

##### **1.0 Definitions**

In this schedule, the following definition shall apply.

“Available Harvest in the Traditional Territory” means the total number of moose in the entire Traditional Territory of the Tr'ondĕk Hwĕch'in which are not required for Conservation.

##### **2.0 Allocation**

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

Column 1	Column 2
Available Harvest in the Traditional Territory	Portion of Total Allowable Harvest
50 or more	75%
30 to and including 49	85%
15 to and including 29	90%
1 to and including 14	100%

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.3; 16.5.4, 16.6.10, 16.6.10.1, 16.6.10.15, 16.7.12.2, 16.7.12.4, 16.8.0 (all), 16.9.1.1, 16.9.2 (all), 26.3.0 (all)

Responsibility	Activities	Timing
Government	In the event that a Total Allowable Harvest is established for moose and/or woodland caribou and/or barrenground caribou from the Forty Mile Caribou Herd, allocate moose in accordance with 16.9.1.3(a) and/or woodland caribou and/or barrenground caribou from the Forty Mile Caribou Herd in accordance with 16.9.1.4(a).	After Consulting with TH pursuant to 16.5.4 and establishing the Total Allowable Harvest
	OR	
	<u>In the event that Total Allowable Harvest is established for moose and/or woodland caribou and/or barrenground caribou from the Forty Mile Caribou Herd and if Government is considering the allocation of moose in accordance with 16.9.1.3(b) and/or woodland caribou and/or barrenground caribou from the Forty Mile Caribou Herd in accordance with 16.9.1.4(b):</u>	
TH, Government	Develop arrangements and procedures for Consultation regarding the allocation of a Total Allowable Harvest for moose or woodland caribou or barrenground caribou from the Forty Mile Caribou Herd identifying contacts, timelines, general information guidelines and any other information required by TH and Government.	Prior to any Consultations regarding the allocation of a Total Allowable Harvest for moose in accordance with 16.9.1.3(b) or woodland or barrenground caribou in accordance with 16.9.1.4(b)
Government	Notify TH and RRC regarding proposal to allocate a Total Allowable Harvest for moose in accordance with 16.9.1.3(b) or woodland caribou or barrenground caribou from the Forty Mile Caribou Herd in accordance with 16.9.1.4(b). Provide details.	Consistent with the arrangements and procedures for Consultation



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH, RRC	Prepare and present views to Government.	Within a reasonable time as identified in the arrangements and procedures for Consultation
Government	Provide full and fair consideration to the views presented and notify TH and RRC of the outcome.	Within a reasonable time as identified in the arrangements and procedures for Consultation
	<u>If the outcome is to allocate moose in accordance with 16.9.1.3 (a) and/or woodland caribou and/or barrenground caribou from the Forty Mile Caribou Herd in accordance with 16.9.1.4(a):</u>	
Government	Allocate moose in accordance with 16.9.1.3(a) and/or woodland caribou and/or barrenground caribou from the Forty Mile Caribou Herd in accordance with 16.9.1.4(a).	As necessary
	OR	
	<u>If Government proposes to allocate moose in accordance with 16.9.1.3(b) and/or woodland caribou and/or barrenground caribou from the Forty Mile Caribou Herd in accordance with 16.9.1.4(b):</u>	
TH	Provide to Government and RRC its assessment of the number of moose and/or woodland caribou and/or barrenground caribou from the Forty Mile caribou herd required to satisfy the Subsistence needs of the Tr'ondĕk Huch'in.	As soon as practicable
TH, Government	If Government disagrees with the assessment, attempt to reach agreement upon the number of moose and/or woodland caribou and/or barrenground caribou from the Forty Mile Caribou Herd required to satisfy the Subsistence needs of the Tr'ondĕk Huch'in.	As necessary

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH or Government	If no agreement is reached, at discretion, refer the dispute to the dispute resolution process under 26.3.0.	As necessary
Government	Allocate to TH a portion of the Total Allowable Harvest for moose in accordance with 16.9.1.3(a) or 16.9.1.3(b), whichever is less; and/or for woodland caribou and/or for barrenground caribou from the Forty Mile Caribou Herd in accordance with 16.9.1.4(a) or 16.9.1.4(b), whichever is less.	As necessary after either agreement is reached or dispute is resolved through the dispute resolution process
TH	At discretion, allocate to the Tetlit Gwich'in any part of estimated needs of TH established pursuant to 16.9.1.5.	

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Allocation of Total Allowable Harvest for any species of Fish and Wildlife other than moose or woodland caribou or barrenground caribou from the Forty Mile Caribou Herd.

**RESPONSIBLE PARTY:** Government and TH

**PARTICIPANT/ LIAISON:** Dawson District Renewable Resource Council ("RRC")

### OBLIGATIONS ADDRESSED:

16.9.1.6 For greater certainty, if a Total Allowable Harvest is established in all or part of the Traditional Territory of the Tr'ondëk Hwëch'in, which is outside of the Primary Use Area, for any species of Fish and Wildlife other than moose or woodland caribou, or barrenground caribou from the Forty Mile Caribou Herd, it shall be allocated in accordance with  
16.9. 1. 1.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.3; 16.4.1, 16.4.2, 16.4.3, 16.5.4, 16.6.10, 16.6.10.1, 16.6.10.15, 16.7.12.2, 16.7.12.4, 16.8.0 (all), 16.9.1.1, 16.9.1.2, 16.9.2 (all), 16.9.5.1

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Responsibility	Activities	Timing
Government	In the event that a Total Allowable Harvest is established for any species of Fish and Wildlife other than moose or woodland caribou or barrenground caribou from the Forty Mile Caribou Herd, allocate Total Allowable Harvest to give priority to the Subsistence needs of the Tr'ondëk Hwëch'in, while providing for the reasonable needs of other harvesters.	After consultation with TH pursuant to 16.5.4

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Harvest reallocation upon request of TH under 16.9.3

**RESPONSIBLE PARTY:** Yukon, TH

**PARTICIPANT/ LIAISON:** Other YFNs

### OBLIGATIONS ADDRESSED:

16.9.3 Where, in any year:

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

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

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

**CROSS REFERENCED CLAUSES:** 16.9.1, 16.9.13

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Responsibility	Activities	Timing
TH	At discretion, request that Yukon allocate some of TH harvest allocation to another YFN in accordance with 16.9.3.	As necessary
Yukon	Alter allocation as requested.	As soon as practicable
Yukon	Inform affected YFNs.	As soon as practicable

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Negotiation of Basic Needs Level

**RESPONSIBLE PARTY:** TH, Government

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

16.9.13 Following a Yukon First Nation Final Agreement, a Yukon First Nation and Government may negotiate a Basic Needs Level for a species other than those species where Basic Needs Levels have already been negotiated.

**CROSS REFERENCED CLAUSES:** 16.5.1, 16.5.1.4, 16.5.1.5, 16.9.15, 16.10.3

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Responsibility	Activities	Timing
TH, Government	Contact other parties with a request to negotiate a Basic Needs Level.	At request of any party
TH, Government	Respond to request for negotiations.	Within a reasonable time of the request
TH, Government	If parties agree, enter negotiations.	As necessary

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Endeavouring to rehabilitate wildlife populations

**RESPONSIBLE PARTY:** Government, TH, Fish and Wildlife Management Board ("FWMB") and Dawson District Renewable Resources Council ("RRC")

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

16.9.16 In the event that the Total Allowable Harvest is less than a Basic Needs Level or an adjusted Basic Needs Level, Government, the Yukon First Nation, the Board and the affected Council shall endeavour to rehabilitate the population.

**CROSS REFERENCED CLAUSES:** 16.1.1, 16.1.1.1, 27.4.1

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Responsibility	Activities	Timing
Government, TH, FWMB, RRC	When a Total Allowable Harvest is less than a Basic Needs Level or adjusted Basic Needs Level, exchange information and cooperatively identify options for rehabilitating the population. Develop a plan.	As necessary
Government, TH, FWMB, RRC	Endeavour to rehabilitate the affected population in accordance with the plan.	As required

### Planning Assumptions

1. The initial discussions will identify timelines, budgetary and other resources required and each party's participation in the development of the plan.
2. The plan will identify each party's participation in the process of rehabilitating the population.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Exploring ways to improve distribution of surplus meat to Yukon Indian People

**RESPONSIBLE PARTY:** Government, YFNs

**PARTICIPANT/ LIAISON:** Dawson District Renewable Resources Council ("RRC")

### OBLIGATIONS ADDRESSED:

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

**CROSS REFERENCED CLAUSES:** 16.5.1.8, 16.8.0 (all)

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Responsibility	Activities	Timing
TH, Government	Develop and review options for improving distribution of surplus meat to Yukon Indian People.	At request of the TH
TH, Government	If the parties agree on methods, identify and implement the necessary procedures.	As necessary

### Planning Assumptions

1. It is the Parties' understanding that TH will take responsibility for initiating these activities. TH will initiate these activities at their discretion.
2. Government and TH may refer this issue to the RRC for its input.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Negotiation of basic needs allocations -- Salmon pursuant to Chapter 16 Schedule A 3.9.2, 3.9.3, and 3.9.4

**RESPONSIBLE PARTY:** Canada and TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

- 16.10.3 In negotiating a basic needs allocation, the affected Yukon First Nation and Government shall consider the following:
- 16.10.3.1 the historical uses and Harvesting patterns of Yukon Indian People and other aboriginal groups;
  - 16.10.3.2 the Harvesting patterns of other residents of the Yukon;
  - 16.10.3.3 changing patterns of consumption;
  - 16.10.3.4 the statistics prepared by the Department of Fisheries and Oceans for the Indian food fishery within each drainage basin for the past five years;
  - 16.10.3.5 the ability of Salmon stocks within a drainage basin to meet the demands of the Yukon First Nations whose Traditional Territories include that drainage basin; and
  - 16.10.3.6 such other factors as the parties may agree. Chapter 16 Schedule A
- 3.9.2 If, within three months of the release of the results of the Study, a Yukon First Nation so requests, the Minister and the Yukon First Nation will negotiate with a view to agreeing to make changes to 3.9.1 to balance better the change over time in population of the Yukon First Nation with the factors listed 16.10.3, and each party will consider in negotiations the recommendations of the contractor referred to in 3.6.2 and the factors described in 16.10.3.
- 3.9.3 If, after one year following the request to negotiate, the parties have not reached agreement, either party may, within a further 30 days, refer any outstanding matter to the dispute resolution process under 26.4.0.
- 3.9.4 If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution, the basic needs allocation for the Yukon First Nation shall be as set out in 3.9.1.



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**CROSS REFERENCED CLAUSES:** 16.10.4, Chapter 16 Schedule A 2.1, 3.2, 3.6.2, 3.9.1, 4.1; 26.4.0

Responsibility	Activities	Timing
TH	Request negotiations with a view to agreeing to make changes to Chapter 16 Schedule A 3.9.1 to balance better the changes over time in population of TH.	Within 3 months of the release of the result of the Study
Canada, TH	Negotiate with a view to agreeing to make changes to Chapter 16 Schedule A 3.9.1 taking into consideration the recommendations of the contractor and the factors described in 16.10.3.  <u>If, after one year following the request to negotiate, the parties have not reached an agreement:</u>	As soon as practicable
TH or Canada	At discretion, refer any outstanding matters to the dispute resolution process under 26.4.0.  <u>If no agreement is reached under 3.9.2. no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution:</u>	Within a further 30 days of one year following the request to negotiate
Canada	Set basic needs allocation for TH as set out in 3.9.1.	As necessary

### Planning Assumption

1. The Department of Fisheries and Oceans will assume the lead role for Canada.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Negotiation of basic needs allocations -- Salmon pursuant to Chapter 16 Schedule A 4.1

**RESPONSIBLE PARTY:** Canada and TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

16.10.3 In negotiating a basic needs allocation, the affected Yukon First Nation and Government shall consider the following:

16.10.3.1 the historical uses and Harvesting patterns of Yukon Indian People and other aboriginal groups;

16.10.3.2 the Harvesting patterns of other residents of the Yukon;

16.10.3.3 changing patterns of consumption;

16.10.3.4 the statistics prepared by the Department of Fisheries and Oceans for the Indian food fishery within each drainage basin for the past five years;

16.10.3.5 the ability of Salmon stocks within a drainage basin to meet the demands of the Yukon First Nations whose Traditional Territories include that drainage basin; and

16.10.3.6 such other factors as the parties may agree. Chapter 16 Schedule A

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

**CROSS REFERENCED CLAUSES:** 16.10.4, Chapter 16 Schedule A 2.1, 3.2 3.9.2

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Responsibility	Activities	Timing
TH	Request entry into basic needs allocation negotiations.	As specified in Chapter 16 Schedule A

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Canada	Review and respond to request.	As soon as practicable upon receipt of request
Canada and TH	Discuss specific arrangements and prepare for negotiations.	As may be agreed
Canada and TH	Negotiate basic needs allocation taking into account factors listed in 16.10.3.	As may be agreed

### Planning Assumption

1. The Department of Fisheries and Oceans will assume the lead role for Canada.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Variation of basic needs allocation for Salmon among YFNs

**RESPONSIBLE PARTY:** YFNs (as defined in Chapter 16 Schedule A), Canada

**PARTICIPANT/ LIAISON:** Salmon Sub-Committee ("SSC")

### OBLIGATIONS ADDRESSED:

16.10.5 The basic needs allocation among the Yukon First Nations of Salmon set out in Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter, may be varied by agreement in writing of all affected Yukon First Nations and Government.

**CROSS REFERENCED CLAUSES:** 16.7.17.11, 16.7.17.12(f); Chapter 16 Schedule A

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Responsibility	Activities	Timing
YFNs, or Canada	Identify need to vary allocation among affected YFNs; notify other parties and SSC.	As necessary, or upon receipt of recommendation of SSC
Affected YFNs and Canada	Attempt to reach agreement on a variation to the allocation.	As soon as practicable
Affected YFNs and Canada	If agreement is reached, confirm agreement in writing and implement new allocation.	As necessary
Affected YFNs and Canada	Notify SSC of new allocation.	As soon as practical

### Planning Assumptions

1. The parties may seek the recommendations of the SSC to assist in determining the new allocation.
2. The Department of Fisheries and Oceans will assume the lead role for Canada.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Priority of YFNs' basic needs allocation

**RESPONSIBLE  
PARTY:** Canada

**PARTICIPANT/  
LIAISON:** Salmon Sub-Committee ("SSC"), YFNs

### OBLIGATIONS ADDRESSED:

16.10.8 Unless the affected Yukon First Nations otherwise agree, the basic needs allocation for a drainage basin shall have priority over all other fisheries in the allocation of the Total Allowable Catch. A basic needs allocation shall not be construed as a guarantee by Government that the allocation will actually be harvested by the Yukon First Nation.

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
Canada	Ensure the basic needs allocation for any drainage basin shall have priority over all other fisheries.	After the effective date of Settlement Legislation
Canada	Seek agreement of affected YFNs to alter allocation.	As required
Affected YFNs	Review proposal and notify Canada of decision.	Upon receipt of proposal
Canada	Alter allocation.	If all affected YFNs agree

### Planning Assumptions

1. Canada shall work with the SSC and YFNs to determine how the priority of the YFNs' total basic needs allocation for the drainage basin is to be given effect.
2. The Department of Fisheries and Oceans will assume the lead role for Canada.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Distribution of Total Allowable Catch when Total Allowable Catch falls below YFNs' basic needs allocation for the Yukon River Drainage Basin

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/ LIAISON:** Salmon Sub-Committee ("SSC") and affected YFNs

### OBLIGATIONS ADDRESSED:

16.10.9 Where the Total Allowable Catch is less than what is required to satisfy the basic needs allocations of Yukon First Nations within the Yukon River drainage basin, the Total Allowable Catch shall be distributed among the affected Yukon First Nations on a pro rata basis proportional to their share of the total basic needs allocation for that drainage basin.

16.10.13 Where:

16.10.13.1 a Total Allowable Catch is less than the total basic needs allocation in a season for the affected Yukon First Nations, and it is subsequently determined that the spawning escapement targets for Conservation were greater than was actually required for Conservation in that season; or

16.10.13.2 subject to an agreement entered into pursuant to 16.10.8, Government allocates Salmon to other fisheries which results in there being insufficient Salmon available to a Yukon First Nation to harvest its basic needs allocation for a drainage basin,

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

**CROSS REFERENCED CLAUSES:** 16.10.8

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## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Canada	If the Total Allowable Catch is less than what is required to satisfy the basic needs allocation, distribute the available Total Allowable Catch among the affected YFNs on a pro rata basis proportional to their share of the total basic needs allocation.	As required once the drainage basin basic needs allocation is established
Canada	If conditions identified in 16.10.13 occur, make necessary increases to each affected YFN's annual allocation in order that after a period of no more than six years each YFN's average annual basic needs allocation is met.	Over a period of the next 6 years

### Planning Assumptions

1. The Department of Fisheries and Oceans ("DFO") will assume the lead role for Canada.
2. Where inaccurate pre-season or in-season Total Allowable Catch determinations result in an inability to meet the basic needs allocation for the drainage basin and other commercial and sport fisheries have harvested Salmon, Government will subsequently adjust the affected YFN's annual basic needs allocations. The intention would be to provide for that adjustment within the Total Allowable Catch established for the following year if it is reasonable to do so.
3. Where the in-season Total Allowable Catch is less than what is required to satisfy the basic needs allocation of a YFN pursuant to 16.10.9 in any one year for any other reason than those described in 16.10.13, no adjustment of that YFN's basic needs allocation will be made.
4. Government will make best efforts to refer these issues to the SSC for their consideration and input prior to making a determination pursuant to this clause.
5. A temporary reduction or cancellation of commercial or other fisheries may be required in order to allow Government to allocate the necessary additional fish to the YFN's basic needs allocation fishery.
6. Precise determinations of spawning escapement cannot be made with existing DFO management practices; therefore, determinations pursuant to 16.10.13.1 may be difficult to assess. In recognition of this difficulty, and consistent with clause 16.10.8 every effort will be made in the setting and allocation of the annual Total Allowable Catch to meet the requirements of the YFN's basic needs allocations for the drainage basin before allocating Salmon to other users.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Reallocation of a basic needs allocation from a downstream YFN to an upstream YFN

**RESPONSIBLE PARTY:** Salmon Sub-Committee ("SSC")

**PARTICIPANT/ LIAISON:** Affected YFNs, Canada

### OBLIGATIONS ADDRESSED:

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

### CROSS REFERENCED CLAUSES: 16.8.9

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Responsibility	Activities	Timing
SSC	In cooperation with affected YFNs, identify situation in which harvesting in excess of basic needs allocation by a downstream YFN may have resulted in the failure of an upstream YFN to meet its basic needs allocation,	As required after basic needs allocations are established for the drainage basin in question
SSC	In cooperation with affected YFNs, review available information.	As soon as practicable
SSC	Reallocate a portion of the downstream YFN's allocation to the upstream YFN if appropriate.	As required
SSC	Notify affected YFNs and implement decision, subject to 16.8.9.	As required

### Planning Assumptions

1. The Department of Fisheries and Oceans ("DFO") will assume the lead role for Canada.
2. Canada will provide the technical information and support available to it in order to assist the SSC in making a determination pursuant to this clause.



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

3. Management information currently available to the DFO may not, in all cases, be adequate to determine conclusively that the over-harvesting by a downstream YFN resulted in the unavailability of sufficient salmon for an upstream YFN to meet its basic needs allocation.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Additional commercial Salmon fishing licences

**RESPONSIBLE PARTY:** Canada, Yukon First Nations of the Yukon River Drainage Basin ("Affected YFNs")

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

- 16.10.15 In accordance with 16.10.16, upon ratification of the Umbrella Final Agreement, Government shall issue a number of new additional Yukon commercial Salmon fishing licences to Yukon First Nations whose Traditional Territories include part of the Yukon River drainage basin.
- 16.10.16 The number of licences to be issued pursuant to 16.10.15 shall be the number equivalent to 26 percent of the Yukon commercial Salmon fishing licences in effect for the Yukon River drainage basin on the day immediately preceding the date of ratification of the Umbrella Final Agreement.
- 16.10.16.1 Following ratification of the Umbrella Final Agreement, the Yukon First Nations of the Yukon River drainage basin shall notify Government how the licences to be issued pursuant to 16.10.15 are to be allocated between them.
- 16.10.16.2 Upon receipt of notification pursuant to 16.10.16.1, Government shall issue, without fee, the licences to the affected Yukon First Nations.
- 16.10.17 The licences issued pursuant to 16.10.15 are not transferable except to another Yukon First Nation whose Traditional Territory includes part of the Yukon River drainage basin.

**CROSS REFERENCED CLAUSES:** 16.7.17.12, 16.7.17.12 (e), 16.10.20

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Responsibility	Activities	Timing
Affected YFNs	Determine how licences will be allocated and notify Canada.	As soon as practicable
Canada	Issue licences without fee according to allocation determined by the YFNs.	Upon receipt of notification
Affected YFNs	Inform Canada of any licence transfers agreed to	Upon transfer by YFNs.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumptions

1. Pursuant to 16.7.17.12 (e), the Salmon Sub-Committee may make recommendations to Canada on related new opportunities and proposed management measures for the commercial uses of Salmon.
2. The eight (8) licences to be issued pursuant to 16.10.15 represents 26 percent of the thirty (30) Yukon commercial Salmon fishing licences in effect for the Yukon River drainage basin on May 28, 1993 the day immediately preceding the date of ratification of the Umbrella Final AGREEMENT.
3. The Department of Fisheries and Oceans will assume the lead role for Canada.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Allocation of traplines

**RESPONSIBLE PARTY:** Yukon, TH, Dawson District Renewable Resources Council ("RRC")

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

- 16.11.3.4 The Renewable Resources Council established for the Traditional Territory of a Yukon First Nation described in 16.11.3 shall establish additional criteria for the process by which the transition to the target set out in 16.11.3 is to be achieved, including transfers of traplines other than those pursuant to 16.11.3.3, which also may be permitted notwithstanding 16.11.3.1.
- 16.11.10 The Council shall regularly review the use of traplines and make recommendations to the Minister and Yukon First Nations on the assignment and reassignment of all new, vacant and under-utilized traplines pursuant to criteria that it establishes in accordance with 16.6.10.6 and 16.6.10.7, as follows:
- 16.11.10.1 new and vacant traplines shall be assigned with regard to criteria established by the Council and, to the extent possible, in accordance with 16.11.3;
- 16.11.10.2 additional criteria for the allocation of Category 1 Traplines may be established by a Yukon First Nation;
- 16.11.10.6 for Category 1 Traplines, the final allocation authority shall rest with the Yukon First Nation;
- 16.11.10.7 for Category 2 Traplines, the final allocation authority shall rest with the Minister;

**CROSS REFERENCED CLAUSES:** 2.11.8, Chapter 2 Schedule B 4.1,4.1.3; 16.6.10.6, 16.6.10.7, 16.8.0 (all), 16.11.2 (all), 16.11.3 (all), 16.11.10.3, 16.11.10.5, 16.11.10.8

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Responsibility	Activities	Timing
RRC	Establish trapline allocation criteria in accordance with 16.6.10.6 and 16.6.10.7 and additional criteria for transition process to reach trapline allocation goal of 16.11.3. Inform TH and Yukon of criteria.	As soon as practicable

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH	At discretion, establish additional criteria for the allocation of Category 1 Traplines. Inform Yukon and RRC of criteria.	As practicable
RRC	Make recommendations to Minister and/or TH on assignment and reassignment of new, vacant and under-utilized traplines.	After receiving recommendations
Minister	At discretion, assign or reassign Category 2 Traplines.	After receiving recommendations
TH	At discretion, assign or reassign Category 1 Traplines.	After receiving recommendations
TH, Minister	Notify RRC of decisions regarding assignment of new, vacant or under-utilized traplines.	After decision made
TH, Yukon, RRC	Update respective trapline registers in accordance with 16.11.10.5.	After decision made and notification given

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Process by which additional traplines may be designated as Category 1 Traplines

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Registered holder, Dawson District Renewable Resources Council ("RRC"), Yukon

### OBLIGATIONS ADDRESSED:

- 16.11.8 A trapline shall be designated Category 1 only with the written consent of the registered holder of that trapline.
- 16.11.9 Where less than 70 percent of the traplines within a Yukon First Nation's Traditional Territory are designated as Category 1 pursuant to 16.11.7, that Yukon First Nation's Final Agreement shall set out the process by which additional traplines may be designated as Category 1 Traplines.
- 16.11.9.1 The process required by 16.11.9 is as follows:
- (a) all traplines acquired by the Tr'ondëk Hwëch'in pursuant to 16.11.5.1 may be designated Category 1 traplines;
  - (b) the Tr'ondëk Hwëch'in shall provide Government and the Council with proof of the consent required by 16.11.8 and notice that it has designated the trapline to be a Category 1 trapline.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.3,6.0; 16.11.3.5, 16.11.5.1, 16.11.6, 16.11.7, 16.11.10.5

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Responsibility	Activities	Timing
TH	Request written consent of registered holder of trapline to designate trapline as Category 1.	As required
Registered holder of trapline	Grant or deny consent.	At discretion
TH	Provide to Yukon and the RRC proof of consent in accordance with 16.11.8 and notice that trapline has been designated as Category 1.	As soon as practicable after trapline designated

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Trade and redesignation of Category 1 and 2 Traplines

**RESPONSIBLE PARTY:** Minister, Dawson District Renewable Resources Council ("RRC"), TH

**PARTICIPANT/ LIAISON:** **The trappers concerned in a trade of traplines** ("Affected Trappers")

**OBLIGATIONS ADDRESSED:**

16.11 .10.4 upon mutual agreement between the trappers concerned, and with the approval of the Council, the Yukon First Nation and the Minister, a trade may be arranged between Category 1 and Category 2 Traplines, with consequent re-designation of the status of the traplines;

**CROSS REFERENCED CLAUSES:** 2.11.8, Chapter 2 Schedule B 4.1,4.1.3, 6.1 (all);  
16.11.6,16.11.7.1,16.11.8, 16.11.9 (all), 16.11.10,16.11.10.5,16.11.10.6,16.11.10.7,  
16.11.10.8,26.4.0 (all)

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Responsibility	Activities	Timing
TH, Minister or RRC	Upon mutual agreement reached between Affected Trappers on trade of Category 1 Trapline for Category 2 Trapline, notify other parties of proposed trade of Category 1 Trapline for Category 2 Trapline. Provide details.	As soon as practicable after being advised by Affected Trappers
TH, Minister, RRC	Review proposed trapline trade, and approve or deny proposal.	Within reasonable time after receiving proposal
TH, Yukon, RRC	If approved, redesignate traplines in accordance with approved trade.	As soon as practicable
TH, Yukon, RRC	Update respective trapline registers in accordance with 16.11.10.5.	As soon as practicable

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Maintenance of register of Category 1 and 2 Traplines

**RESPONSIBLE PARTY:** Yukon, Dawson District Renewable Resources Council ("RRC"), TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

16.11.10.5 the Yukon and the Council shall maintain a register of Category 1 and Category 2 Traplines, and the Yukon First Nation shall also maintain a register of Category 1 Traplines.

**CROSS REFERENCED CLAUSES:** 2.9.3, Chapter 2 Schedule B 4.1,4.1.3,6.1 (all);  
16.II.7.I,16.II.8,16.11.9(all),16.11.10,16.11.10.4,16.11.10.6,16.11.10.7,16.11.10.8

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Responsibility	Activities	Timing
Yukon	Revise Yukon's trapline concession register to distinguish between Category 1 and Category 2 Traplines.	Before or as soon as practicable following Effective Date
TH	Establish register of Category 1 Traplines.	As soon as practicable
Yukon	Notify RRC and TH of Yukon's register and provide copies.	As soon as practicable after establishment of register
TH	Notify RRC and Yukon of TH 's register and provide copies.	As soon as practicable after establishment of register
RRC	Establish register of Category 1 and Category 2 Traplines.	As soon as practicable after receipt of copies of Yukon's and TH's registers
TH	Notify Yukon and RRC if trapline concession holders have consented to their traplines being designated as Category 1 Traplines.	Ongoing
TH, Yukon, RRC	Maintain respective trapline registers.	Ongoing



## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Establish a compensation policy for Yukon Indian trappers

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/ LIAISON:** TH, Dawson District Renewable Resources Council ("RRC")

### OBLIGATIONS ADDRESSED:

16.11.13 Yukon Indian People holding traplines whose Furbearer Harvesting opportunities will be diminished due to other resource development activities shall be compensated. Government shall establish a process following the Effective Date of the Yukon First Nation's Final Agreement for compensation, including designation of the Persons responsible for compensation.

### CROSS REFERENCED CLAUSES: 16.11.13.1

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Responsibility	Activities	Timing
Yukon, Canada	Develop proposal for compensation process.	As soon as practicable
Yukon, Canada	Provide proposed compensation process to TH and RRC for review and comments.	
TH, RRC	Review proposed compensation process and provide comments to Government.	
Yukon, Canada	Review and consider comments received and finalize compensation process.	
Yukon, Canada	Notify TH, RRC and trappers of compensation process.	

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Provision of trapper training programs

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** YFNs, Renewable Resources Councils ("RRCs")

### OBLIGATIONS ADDRESSED:

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

**CROSS REFERENCED CLAUSES:** 28.8.3, 28.9.1, 28.9.2

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Responsibility	Activities	Timing
Yukon, YFNs, RRCs	Each assess existing trapper training programs and determine whether and to what extent they encourage effective involvement of trappers in the management and development of traplines.	As soon as practicable
Yukon, YFNs or RRC	At discretion, suggest changes to the content or delivery of existing trapper training programs in order to encourage effective involvement of trappers in the management and development of traplines.	As necessary
Yukon, YFNs, RRCs	In collaboration, redesign the content or delivery of trapper training programs in order to encourage effective involvement of trappers in the management and development of traplines.	Within reasonable time after need for change identified
Yukon	Provide trapper training for Yukon Indian People as required.	For 10 years from enactment of Settlement Legislation, unless otherwise decided

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumptions

1. The trapper training program presently delivered by Yukon will serve as the starting point for the trapper training program required by 16.13.2.
2. In designing trapper training programs, the parties will consider the financial circumstances of Yukon Indian People.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Establishment of Forty Mile Caribou Herd Working Group

**RESPONSIBLE PARTY:** TH, Government

**PARTICIPANT/  
LIAISON:**

### **OBLIGATIONS ADDRESSED:**

#### Chapter 16 Schedule B

- 1.1 A Working Group shall be established as soon as practicable after the Effective Date of this Agreement to make recommendations to the Minister and to the Tr'ondëk Hwëch'in in relation to the utilization and IMPLEMENTATION of habitat protection measures that may contribute to efforts to promote the growth of the Forty Mile Caribou Herd.
- 2.1 There shall be six members of the Working Group of whom three shall be nominated by Government and three by the Tr'ondëk Hwëch'in.
  - 2.1 .1 Prior to any appointments being made to the Working Group, the Minister and the Tr'ondëk Hwëch'in shall make reasonable attempts to reach consensus as to the individuals which each nominates to the Working Group.
  - 2.1.2 In attempting to reach consensus under 2.1 .1, the Minister and the Tr'ondëk Hwëch'in shall consider:
    - (a) any prospective nominee's familiarity with renewable resources issues and, in particular, with the Forty Mile Caribou Herd;
    - (b) any prospective nominee's familiarity with and sensitivity to Tr'ondëk Hwëch'in culture and to the aspirations of the Tr'ondëk Hwëch'in relating to the Forty Mile Caribou Herd;
    - (c) the compatibility of proposed nominees; and
    - (d) any other matter to which the Minister and the Tr'ondëk Hwëch'in agree.
  - 2.1.3 If, after having made the reasonable attempts required by 2.1.1, the Minister and the Tr'ondëk Hwëch'in are unable to reach consensus, either may give written notice to the other setting out the names of the individuals whom it intends to nominate to the Working Group and 14 days thereafter may so nominate those individuals.

**CROSS REFERENCED CLAUSES:** 2.11.8, Chapter 2 Schedule B 4.1,4.1.3

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH, Minister	Make reasonable efforts to reach consensus as to the individuals which each nominates to the Working Group. In attempting to reach consensus, consider factors set out in 2.1.2	Prior to any appointments
	<u>If consensus is reached:</u>	
TH, Yukon	Nominate those individuals.	As soon as practicable
	<u>If no consensus is reached:</u>	
TH or Minister	At discretion, give written notice to the other party setting out the names of the individuals whom it intends to nominate to the Working Group.	As required
TH or Minister	At discretion, nominate those individuals provided for in the written notice.	Not less than 14 days after notice is provided
TH, Minister	Establish the Working Group comprised of three members appointed by Government and three members appointed by TH.	As soon as practicable after nomination of Working Group members

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Recommendations to promote the growth of the Forty Mile Caribou Herd

**RESPONSIBLE PARTY:** TH, Government, Working Group

**PARTICIPANT/ LIAISON:** Dawson District Renewable Resources Council ("RRC"), Fish and Wildlife Management Board ("FWMB")

### OBLIGATIONS ADDRESSED:

#### Chapter 16 Schedule B

- 1.1 A Working Group shall be established as soon as practicable after the Effective Date of this Agreement to make recommendations to the Minister and to the Tr'ondëk Hwëch'in in relation to the utilization and IMPLEMENTATION of habitat protection measures that may contribute to efforts to promote the growth of the Forty Mile Caribou Herd.
- 3.1 Prior to making the recommendations referred to in 1.1, the Working Group shall review:
  - 3.1.1 the present state of caribou habitat, based on existing information, in respect of that area of the Traditional Territory of the Tr'ondëk Hwëch'in over which the Forty Mile Caribou Herd ranges (the "Area");
  - 3.1.2 how relevant legislation could be used to address habitat protection in the Area including the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3;
  - 3.1.3 how the Development Assessment Process, land use planning process, existing wildlife management plans, existing programs in respect of habitat protection, and such other programs and plans that may be relevant, could be used to address habitat protection in the Area;
  - 3.1.4 any previous work done or studies made regarding maintenance of habitat protection in the Area;
  - 3.1.5 the traditional knowledge of the Tr'ondëk Hwëch'in in relation to the Forty Mile Caribou Herd and its habitat; and
  - 3.1.6 such other matters as the Working Group considers relevant to its mandate under 1.1.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

- 3.2 Prior to making recommendations referred to in 1.1, the Working Group shall provide the Dawson District Renewable Resources Council and the Yukon Fish and Wildlife Management Board with an opportunity to review its recommendations.
- 3.3 The Working Group shall make best efforts to make its recommendations to the Minister and the Tr'ondëk Hwëch'in within one year of the date upon which it was established.

### **CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Working Group	Review the factors set out in 3.1. recommendations referred to in 1.1	Prior to making
Working Group	Provide draft recommendations to the RRC and FWMB for their review,	Prior to making recommendations to TH and the Minister
Working Group	After giving full and fair consideration to comments received from the RRC and FWMB, make recommendations to the Minister and to TH in relation to the utilization and IMPLEMENTATION of habitat protection measures that may contribute to efforts to promote the growth of the Forty Mile Caribou Herd.	Best efforts within one year of the Working Group's establishment

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Determination of the Available Harvest for moose in TH Traditional Territory

**RESPONSIBLE  
PARTY:** Yukon

**PARTICIPANT/  
LIAISON:** TH, Dawson District Renewable Resources Council ("RRC")

### **OBLIGATIONS ADDRESSED:**

Chapter 16 Schedule C

- 2.2 In determining the Available Harvest in the Traditional Territory for the purposes of 2.1, Government shall Consult with the Tr'ondëk Hwëch'in and the Council and shall consider scientific research and the special knowledge and experience of Tr'ondëk Huch'in.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.3; 16.9.1 (all); Chapter 16 Schedule C 1.0,2.1

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Responsibility	Activities	Timing
TH, Yukon	Develop arrangements and procedures for Consultation regarding determination of the Available Harvest in TH Traditional Territory identifying contacts, timelines, general information guidelines, and any other information required by TH and Yukon.	During the process of establishing a Total Allowable Harvest for moose
Yukon	Notify TH and RRC regarding Yukon proposal with respect to determination of the Available Harvest in TH Traditional Territory.	As necessary
TH, RRC	Prepare and present views to Yukon.	Within reasonable time as identified in the arrangements and procedures for Consultation
Yukon	Provide full and fair consideration to the views presented and notify TH and RRC of outcome.	Within reasonable time as identified in the arrangements and procedures for Consultation



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** First right to purchase the improvements upon a Category 2 Trapline

**RESPONSIBLE PARTY:** TH, Holder of Category 2 Trapline ("Holder"), Yukon

**PARTICIPANT/ LIAISON:** None identified

### **OBLIGATIONS ADDRESSED:**

#### Chapter 16 Schedule D

- 1.1 The holder of a Category 2 Trapline, upon receipt of a bona fide offer to purchase the improvements upon that trapline, which offer the holder of the trapline is ready and willing to accept, shall communicate, in writing, the terms of that offer to the Tr'ondëk Hwëch'in which shall have the first right to purchase those improvements at the price and upon the terms set out in that offer.
- 1.2 At the request of the Tr'ondëk Hwëch'in, the holder of the Category 2 Trapline shall provide the Tr'ondëk Hwëch'in with documentary evidence of the bona fide nature of the offer to purchase referred to in 1.1.
- 1.3 At the request of the Tr'ondëk Hwëch'in, Government shall provide to the Tr'ondëk Hwëch'in all available information relating to a Category 2 Trapline for which there is an offer to purchase as described in 1.1.
- 1.4 The Tr'ondëk Hwëch'in may exercise the first right to purchase set out in 1.1 at any time during the 30 days following the day on which it receives notice of the offer or the day upon which it is provided with the documentary evidence referred to in 1.2 or the information referred to in 1.3, whichever is later.
- 1.5 The Tr'ondëk Hwëch'in exercises the first right to purchase set out in 1.1 by notifying the holder of the Category 2 Trapline, in writing, of its intention to exercise that right and to complete the purchase of the improvements upon the trapline within the 60 days following the date upon which it gives notification.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.3; 16.11.5 (all), Chapter 16 Schedule D 1.6, 2.0, 3.0

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Holder	Upon receipt of a bona fide offer to purchase the improvements upon a Category 2 Trapline, which offer the Holder is ready and willing to accept, notify TH in writing of the terms of the offer. Offer TH the first right to purchase those improvements at the price and upon the terms set out in that offer.	As required
TH	At discretion, request Holder to provide TH with documentary evidence of the bona fide nature of the offer to purchase.	As necessary
Holder	Provide documentary evidence.	Upon request of TH
TH	At discretion, request that Yukon provide TH with all available information relating to a Category 2 Trapline for which there is an offer to purchase.	As necessary
Yukon	Provide all available information.	Upon request of TH
TH	At discretion, exercise the first right to purchase by notifying the holder in writing.	Within 30 days following the day it receives notice of the said offer referred to in 1.1, documentary evidence referred to in 1.2, or information referred to in 1.3, whichever is later
TH	Complete the purchase of the improvements.	Within 60 days following the date TH gives notification to Holder

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** First right to acquire available trapping concessions

**RESPONSIBLE PARTY:** TH, Holder of Category 2 Trapline ("Holder"), Government

**PARTICIPANT/ LIAISON:** None identified

### **OBLIGATIONS ADDRESSED:**

#### Chapter 16 Schedule D

- 2.1 The Tr'onděk Hwěch'in shall, in accordance with 2.2 to 2.6 of this schedule, have the first right to acquire trapping concessions which become available in the Traditional Territory of the Tr'onděk Hwěch'in after the Effective Date of this AGREEMENT.
- 2.2 Upon a trapping concession becoming available, Government shall give notice in writing to the Tr'onděk Hwěch'in of that fact and of the terms and conditions upon which that concession might be acquired.
- 2.3 The Tr'onděk Hwěch'in may exercise the first right to acquire referred to in 2.1, at any time during the 60 days following the date upon which it received the notice referred to in 2.2, by advising Government in writing of its intention to exercise that right and the name of the qualified and consenting Tr'onděk Huch' in to whom the trapping concession is to be granted.
- 2.4 Within 30 days of receipt of the notice from the Tr'onděk Hwěch'in referred to in 2.3, Government shall grant the trapping concession to the Tr'onděk Huch' in identified by the Tr'onděk Hwěch'in.
- 2.5 If the Tr'onděk Hwěch'in, within the 60 days following its receipt of the notice referred to in 2.2, fails to advise Government that it wishes to exercise the first right to acquire referred to in 2.1, it shall be deemed to have given notice that it will not be exercising that right and after that Government may grant the trapping concession to others.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.3; 16.11.3.5, 16.11.8, 16.11.9; Chapter 16 Schedule D 1.0, 2.6, 2.7, 3.0

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## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Yukon	Upon a trapping concession becoming available, give notice in writing to TH setting out the terms and conditions upon which that concession might be acquired.	As required
TH	At discretion, advise Yukon in writing of its intention to exercise its first right to acquire the trapping concession and the name of the qualified and consenting Tr'onděk Huch'in to whom the trapping concession is to be granted.	Within 60 days following the date it receives notice from Yukon
Yukon	Grant trapping concession to the Tr'onděk Huch'in identified by TH.	Within 30 days of receipt of the notice from TH
	<u>If TH does not exercise its right within 60 days of receipt of notice from Yukon:</u>	
Yukon	At discretion, grant trapping concession to others.	As necessary

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation on Forest Resources policies and Legislation

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** Dawson District Renewable Resources Council ("RRC"), and other affected Renewable Resources Councils ("RRCs")

### OBLIGATIONS ADDRESSED:

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

- 17.2.2.1 prior to establishing a new policy likely to significantly affect Forest Resources Management, allocation or forestry practices;  
and
- 17.2.2.2 prior to recommending to Parliament or the Legislative Assembly, as the case may be, Legislation concerning Forest Resources in the Yukon.

**CROSS REFERENCED CLAUSES:** 2.11.8, 17.4.3

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Responsibility	Activities	Timing
Government	Notify RRC and other affected RRCs of new policy and/or legislative initiative and provide details.	Prior to establishment of a new policy or recommendation of Legislation to Parliament or Legislative Assembly
RRC and other affected RRCs	Prepare and present views.	Within reasonable time indicated by Government
Government	Provide full and fair consideration of views presented.	Prior to establishment of a new policy or recommendation of Legislation to Parliament or Legislative Assembly

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Non-commercial harvest of Trees on Crown Lands

**RESPONSIBLE PARTY:** TH and Government

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

17.3.1 Subject to this chapter:

17.3.1.2 each Yukon First Nation shall have the right, during all seasons of the year, to harvest Trees on Crown Land to a maximum of 500 cubic metres per calendar year to provide for non-commercial community purposes; and

17.3.3 For the purposes of 17.3.1, where Legislation referred to in 17.3.2 requires the issuance of a permit or licence, such permit or licence issued to a Yukon Indian Person or a Yukon First Nation, as the case may be, shall be without fee.

**CROSS REFERENCED CLAUSES:** 17.2.2 (all), 17.3.2, 17.3.4 (all), 17.3.6 (all)

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Responsibility	Activities	Timing
TH	<u>If permit required by Legislation:</u> Apply to Government for necessary permit/licence.	As required by Legislation
Government	Issue permit/licence in accordance with applicable Legislation and subject to restrictions listed in 17.3.4, waiving any fee that might otherwise apply.	Upon application
TH	Notify Government of Trees harvested up to a limit of 500 cubic metres.	As required by permit or upon request by Government
TH	<u>If no permit is required:</u> Notify Government of Trees harvested up to a limit of 500 cubic metres.	Annually, or as requested by Government

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Preparation of Forest Resources Management plans in TH Traditional Territory

**RESPONSIBLE PARTY:** Minister, TH

**PARTICIPANT/ LIAISON:** Dawson District Renewable Resources Council ("RRC")

### OBLIGATIONS ADDRESSED:

17.5.1 The Minister may prepare, approve and implement plans for Forest Resources Management on Non-Settlement Land.

17.5.2 A Yukon First Nation may prepare, approve and implement plans for Forest Resources Management on its Settlement Land.

17.5.4.1 The Minister, in Consultation with the Tr'ondëk Hwëch'in and the Dawson District Renewable Resources Council, shall determine the timing for the development of Forest Resources Management plans for the Traditional Territory of the Tr'ondëk Hwëch'in.

17.5.4.2 If the Minister considers it necessary to prepare an inventory of Trees on Crown Land in the Traditional Territory of the Tr'ondëk Hwëch'in, the Minister shall first prepare an inventory for:

- (a) the North Klondike and Klondike River Watershed on Canada Land Inventory class 4 and 5 forest capability, not including the areas of Sunnydale, West Dawson and the south side of the Klondike Valley from Dawson to Henderson's Corner;
- (b) the Yukon River corridor comprising all lands below a height of 500 metres above the bank or eight kilometres distance from the bank, whichever is less;
- (c) the Chandindu River and Thane Creek watersheds; and (d) the McQuesten River watershed,

as described in map "Forestry Management Unit, (FMU)" in Appendix B - Maps, which forms a separate volume to this AGREEMENT.

17.5.4.3 The Minister shall determine the timing for the preparation of any inventory of Trees on Crown Land in the Traditional Territory of the Tr'ondëk Hwëch'in in Consultation with the Tr'ondëk Hwëch'in.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

17.5.4.4 If Government proposes to undertake any work related to an inventory of Trees on Crown Land in the Traditional Territory of the Tr'ondëk Hwëch'in, it shall Consult with the Tr'ondëk Hwëch'in to determine whether it wishes to participate in such work on a cost sharing basis in order to obtain similar information on land held by the Tr'ondëk Hwëch'in.

17.5.7 The Minister shall consider whether a management inventory of Trees is necessary on Non-Settlement Land for the preparation of a Forest Resources Management plan.

17.5.8 If the Minister considers that a management inventory pursuant to 17.5.7 is necessary, the Minister shall complete the inventory before the development of the Forest Resources Management plan.

**CROSS REFERENCED CLAUSES:** 2.11.8; Chapter 2 Schedule B 4.1,4.1.4; 17.4.1 (all), 17.4.2 (all), 17.5.3, 17.5.5 (all), 17.5.6 (all), 17.6.1, 17.6.2

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Responsibility	Activities	Timing
Minister, TH	Work collaboratively to identify areas of priority for the development of Forest Resources Management plans.	As soon as practicable
Minister, TH	At discretion, request recommendations from the RRC on the areas of priority for the development of Forest Resources Management plans.	As necessary
RRC	Provide recommendations.	Within reasonable time indicated by Minister
Minister, TH	Review recommendations of RRC, and identify areas of priority for the development of Forest Resources Management plans and notify RRC of outcome.	After receipt of recommendations



## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Minister	In consultation with TH, determine the need for any management inventory of Trees on Crown Land in TH Traditional Territory,	After identifying areas of priority for the development of Forest Resources Management plans and concurrent with TH's assessment
TH	In consultation with the Minister, determine the need for any management inventory of Trees on TH Settlement Land.	After identifying areas of priority for the development of Forest Resources Management plans and concurrent with the Minister's assessment
Minister	In consultation with TH, determine the order in which any management inventory of trees on Crown Land in TH Traditional Territory will be prepared, taking into consideration the requirements of 17.5.4.2.	As necessary
TH	In consultation with the Minister, determine the order in which any management inventory of Trees on TH Settlement Land will be prepared.	Concurrent with determination of order of management inventory on Crown Land in TH Traditional Territory
Minister	Consult with TH on the timing for the preparation of any inventory of Trees on Crown Land in TH Traditional Territory.	As necessary
Minister	Prepare management inventory of Trees on Crown Land in TH Traditional Territory.	Following Consultation and in accordance with 17.5.4.2
Minister	In Consultation with TH, determine TH participation in management inventory work on Crown Land in TH Traditional Territory on a cost sharing basis to obtain similar information on land held by the TH.	As necessary

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Minister	In Consultation with TH and the RRC, determine the timing of Forest Resources Management plans in TH Traditional Territory taking into consideration the need for integrated Forest Resources Management plans.	As necessary
Minister	In cooperation with TH, develop Forest Resources Management plans on Non-Settlement Land.	As necessary
TH	In cooperation with Government, develop Forest Resources Management plans on TH Settlement Land.	As necessary

### Planning Assumptions

1. Forest inventories and Forest Resources Management plans will be undertaken in a manner consistent with TH and Government policies in place from time to time.
2. Government and TH may request additional recommendations from the Dawson District Renewable Resources Council on other issues.
3. It is understood that on this activity sheet, the process associated with "Consultation" is to be performed as follows:
  - a) Government will notify and provide relevant details of the matter to TH;
  - b) TH will prepare and present its views within reasonable time indicated by Government;
  - c) Government will provide full and fair consideration of views presented prior to determining outcome; and
  - d) Government will inform TH of the outcome prior to taking action.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Establishment of the order in which Forest Resources Management plans are to be developed

**RESPONSIBLE PARTY:** Minister, YFNs

**PARTICIPANT/ LIAISON:** Dawson District Renewable Resources Council ("RRC")

### OBLIGATIONS ADDRESSED:

17.5.3 After Consultation with Yukon First Nations, the Minister shall establish the order in which plans for Forest Resources Management are to be developed. The Minister shall Consult with Yukon First Nations prior to changing the order established.

**CROSS REFERENCED CLAUSES:** 2.11.8, 17.4.1.2

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Responsibility	Activities	Timing
Minister	Notify YFNs of intention to establish order for the development of Forest Resources Management plans and provide details.	As soon as practicable
YFNs	Prepare and present views.	Within reasonable time established by Minister
Minister	Provide full and fair consideration of views presented.	Prior to establishing order
Minister	Establish order for development of plans.	After Consultation
Minister	To revise order, repeat listed activities.	Prior to amending order

### Planning Assumptions

1. Government will arrange for a meeting of all fourteen YFNs to Consult regarding the establishment of the order for Forest Resources Management plans.
2. Relevant information and proposals will be forwarded to the YFNs within a reasonable time in advance of the meeting.
3. The parties may include the RRC where appropriate.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Work related to an inventory of Trees on Crown Land in TH Traditional Territory

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

17.5.4.5 The Minister shall provide to the Tr'ondëk Hwëch'in the results of any inventory of Trees on Crown Land in the Traditional Territory of the Tr'ondëk Hwëch'in on the same cost recovery basis as such results would be provided to any other Person.

**CROSS REFERENCED CLAUSES:** 2.11.8,17.5.1

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Responsibility	Activities	Timing
Canada	Provide to TH a list of results of any inventory of Trees completed on Crown Land in TH Traditional Territory.	As soon as practicable
TH	At discretion, request results of any inventory of Trees completed on Crown Land in TH Traditional Territory.	
Canada	Provide to TH results of any inventory of Trees completed on Crown Land in TH Traditional Territory.	As soon as practicable following request

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Use of pesticides or herbicides by TH on Settlement Land

**RESPONSIBLE PARTY:** TH

**PARTICIPANT:** Government  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

17.7.1 Where Forest Resources are threatened by pests or diseases a Yukon First Nation shall Consult the Minister before applying or permitting the application of pesticides and herbicides on Settlement Land.

**CROSS REFERENCED CLAUSES:** 2.11.8, 17.7.3, 17.7.4, 17.7.5

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Responsibility	Activities	Timing
TH	Notify Government that use of herbicide(s) or pesticide(s) on Settlement Land is being considered. Provide details about nature of pest/disease, the nature of the herbicide(s) or pesticide(s) being considered, and any other relevant information.	Prior to application of herbicide(s) or pesticide(s)
Government	Prepare and present views.	Within reasonable time indicated by TH
TH	Provide full and fair consideration of views presented.	Prior to application
TH	Notify Government of action taken.	As soon as practicable

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Use of pesticides or herbicides by Government on Crown Lands within TH Traditional Territory

**RESPONSIBLE PARTY:** Government

**PARTICIPANT:** TH  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

17.7.2 Where Forest Resources are threatened by pests or diseases the Minister shall Consult the affected Yukon First Nation before applying pesticides and herbicides on Crown Land within that Yukon First Nation's Traditional Territory.

**CROSS REFERENCED CLAUSES:** 2.11.8, 17.7.4, 17.7.5

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Responsibility	Activities	Timing
Government	Notify TH that use of herbicide(s) or pesticide(s) on Crown Lands within Traditional Territory is being considered. Provide details about nature of pest/disease, the nature of the herbicide(s) or pesticide(s) being considered and any other relevant information.	Prior to application of herbicide(s) or pesticide(s)
TH	Prepare and present views.	Within reasonable time indicated by Government
Government	Provide full and fair consideration of views presented.	Prior to application
Government	Notify TH of action taken.	As soon as practicable

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Actions taken to control pest or disease problems on Settlement Land

**RESPONSIBLE PARTY:** TH, Government

**PARTICIPANT:** None identified

**LIAISON:**

### OBLIGATIONS ADDRESSED:

17.7.3 Where a pest or disease affects Forest Resources on Settlement Land, Government and the affected Yukon First Nation shall take such action as they may agree to control the problem.

**CROSS REFERENCED CLAUSES:** 17.7.1, 17.7.4, 17.7.5

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Responsibility	Activities	Timing
TH or Government	Notify other party that a pest or disease affects Forest Resources on Settlement Land and provide details.	As necessary
TH, Government	Discuss possible actions to control the problem.	Prior to taking action
TH, Government	Take such action as they may agree to control the problem.	As required

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation on forest fire fighting priorities

**RESPONSIBLE PARTY:** Government

**PARTICIPANT:** TH, Dawson District Renewable Resources Council ("RRC")  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

17.8.2 Government shall Consult with each Yukon First Nation on general priorities for fighting forest fires on that Yukon First Nation's Settlement Land and on adjacent Non-Settlement Land.

**CROSS REFERENCED CLAUSES:** 17.4.1.5, 17.4.4, 17.8.3

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Responsibility	Activities	Timing
Government	Notify TH of existing general priorities for forest fire fighting on Settlement Land and adjacent Non-Settlement Land and provide any relevant information.	Prior to March 31 in the year following the Effective Date
TH	Prepare and present views.	Within a reasonable time
Government	Provide full and fair consideration of views presented.	Prior to amending priorities
Government	Set general priorities for TH Settlement Land and for adjacent Non-Settlement Land. Notify TH of outcome.	After Consultation
TH, Government	At the request of TH, revisit Government's general priorities for forest fire fighting.	As required

### Planning Assumptions

1. The general forest fire fighting priorities of TH may change over time; upon request of TH, Government will consider amending general priorities to reflect the wishes of TH.
2. Government will explore various options available for the interested parties to work collaboratively on the establishment of priorities for fighting forest fires.
3. The parties will involve the RRC as appropriate.



## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Forest fire fighting on Settlement Land

**RESPONSIBLE PARTY:** Government, TH

**PARTICIPANT:** None identified  
**LIAISON:**

### **OBLIGATIONS ADDRESSED:**

17.8.3 For a period of five years after the Effective Date of a Yukon First Nation Final AGREEMENT, Government shall continue to fight forest fires on that Yukon First Nation's Settlement Land:

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

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

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

**CROSS REFERENCED CLAUSES:** 17.8.1, 17.8.2, 17.14.2.11

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Responsibility	Activities	Timing
Government, TH	Meet to identify the terms of reference for the development of transitional arrangements during the five year period following the Effective Date, which prepare TH to assume responsibility for forest fire suppression on TH Settlement Land.	Within one year of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government, TH	Jointly develop the transitional arrangements.	As soon as practicable
Government, TH	Implement transitional arrangements.	As soon as practicable
Government	Notify TH prior to taking action to fight forest fires on Settlement Land.	Where practicable
Government	Fight forest fires on TH Settlement Land in accordance with the transitional arrangements and policies in place from time to time and within available resources.	For a period of five years after Effective Date

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumption

1. The terms of reference for the transitional arrangements may include measures to address training and employment opportunities for Tr'ondëk Huch'in in forest fire suppression activities.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Access to Settlement Land -- Holders of commercial timber permits

**RESPONSIBLE PARTY:** TH

**PARTICIPANT:** Permit holder, Surface Rights Board  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

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

**CROSS REFERENCED CLAUSES:** 17.10.1, 17.10.5, 17.13.1

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Responsibility	Activities	Timing
TH	Review application for access from a holder of a commercial timber permit. Determine whether access will be granted.	Upon application and prior to access
TH	Notify applicant of decision in writing.	Within a reasonable time
TH	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Access to Settlement Land -- Holders of timber harvesting agreements

**RESPONSIBLE PARTY:** TH

**PARTICIPANT:** Surface Rights Board, AGREEMENT holder  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

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

**CROSS REFERENCED CLAUSES:** 17.10.3, 17.10.5, 17.13.1

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Responsibility	Activities	Timing
TH	Review application for access from the holder of a timber harvesting AGREEMENT. Determine whether access will be granted.	Upon receipt of application and prior to access
TH	Notify applicant of decision in writing.	Within a reasonable time
TH	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Notice of public tender for Forest Resources Management or forest protection within TH Traditional Territory

**RESPONSIBLE PARTY:** Government

**PARTICIPANT: LIAISON:** TH

### OBLIGATIONS ADDRESSED:

17.14.1 Government shall, at the time it publicly invites tenders for Forest Resources Management or forest protection within a Yukon First Nation's Traditional Territory, provide a written notice of the tender to that Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 22.5.10, 22.6.6

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Responsibility	Activities	Timing
Government, TH	Develop contracting arrangements and procedures that will include contacts, timelines, and information requirements.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Government	Consistent with the arrangements and procedures provide written notice to TH of any public tenders for Forest Resources Management or forest protection within TH Traditional Territory.	As contracts are tendered

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Contracts associated with Forest Resources Management and silviculture within TH Traditional Territory

**RESPONSIBLE PARTY:** Government

**PARTICIPANT:** TH  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

- 17.14.2.2 Government shall provide written notice to the Tr'ondëk Hwëch'in of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of the Tr'ondëk Hwëch'in.
- 17.14.2.3 Government shall include the Tr'ondëk Hwëch'in in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of the Tr'ondëk Hwëch'in.
- 17.14.2.4 The Tr'ondëk Hwëch'in shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with silviculture within the Traditional Territory of the Tr'ondëk Hwëch'in upon the same terms and conditions as would be offered to others.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.4; 17.14.1, 17.14.2.1, 17.14.2.5, 17.14.2.6, 17.14.2.7, 17.14.2.12

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Responsibility	Activities	Timing
TH, Government	Develop contracting arrangements and procedures including contacts, timelines, and information requirements.	Within 6 months of the Effective Date or as soon thereafter as the parties agree is reasonable
Government	Consistent with the arrangements and procedures, notify TH of any public or invitational tender for contracts associated with Forest Resources Management within TH Traditional Territory being offered by Government.	As contracts are offered

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government	Consistent with the arrangements and procedures, provide TH with the first opportunity to accept any contract associated with silviculture within TH Traditional Territory offered by Government other than by public or invitational tender.	As contracts are offered
TH	Consistent with the arrangements and procedures, provide response to Government whether to accept or reject offer or whether TH will submit a proposal.	Within timelines specified in arrangements and procedures

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Criteria for silviculture contracts within TH Traditional Territory

**RESPONSIBLE PARTY:** Government

**PARTICIPANT:** TH  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

17.14.2.8 Government shall include a criterion for employment of Tr'ondëk Huch'in or engagement of Tr'ondëk Hwëch'in Firms in any contract opportunities associated with silviculture in the Traditional Territory of the Tr'ondëk Hwëch'in.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.4; 17.14.2.9, 17.14.2.12

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Responsibility	Activities	Timing
Government, TH	Jointly develop criteria for employment of Tr'ondëk Huch'in and engagement of TH Firms and identify the specifics as to how the criteria will be included into the contracting process.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Government	Include a criterion for employment of Tr'ondëk Huch'in or engagement of TH Firms in any silviculture contract opportunities in TH Traditional Territory.	As contract opportunities are identified

### Planning Assumption

1. Government retains ultimate responsibility for contracting associated with silviculture.



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Hiring of Tr'onděk Huch'in to fight forest fires

**RESPONSIBLE PARTY:** Government

**PARTICIPANT:** TH  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

17.14.2.10 Where Government requires Extra Fire Fighters to fight forest fires within the Traditional Territory of the Tr'onděk Hwěch'in it shall, where practicable, hire Tr'onděk Huch'in.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.4; 17.14.2.11, 17. 14.2. 12

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Responsibility	Activities	Timing
Government, TH	Develop arrangements for Til to provide Extra Fire Fighters to fight forest fires in TH Traditional Territory. These arrangements will include required contacts and timelines.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
TH	Develop and maintain list of Tr'onděk Huch'in available to fight forest fires. This will also list qualifications.	Ongoing
Government	Notify TH of requirement to hire Extra Fire Fighters in accordance with arrangements developed.	As necessary
TH	Notify Government of available Tr'onděk Huch'in in accordance with the arrangements developed.	As necessary

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Identification of economic and employment opportunities associated with fighting forest fires in TH Traditional Territory

**RESPONSIBLE PARTY:** Government, TH

**PARTICIPANT:** None identified  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

17.14.2.11 Government shall, prior to April 1st of each year, Consult with the Tr'ondëk Hwëch'in with a view to identifying economic and employment opportunities for Tr'ondëk Huch'in associated with fighting forest fires in the Traditional Territory of the Tr'ondëk Hwëch'in.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.4; 17.8.3, 17.14.2.12

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Responsibility	Activities	Timing
Government, TH	Develop arrangements and procedures for Consultation identifying contacts, timelines, and any other information required by TH and Government.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Government	Notify TH and provide information in accordance with arrangements and procedures.	In accordance with the timelines set out in the arrangements and procedures
TH	Prepare and present views.	Within reasonable time as set out in the arrangements and procedures
Government	Provide full and fair consideration of the views presented by TH. Identify economic and employment opportunities for Tr'ondëk Huch'in associated with fighting forest fires. Provide outcome to TH.	In accordance with timelines set out in arrangements and procedures

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumption

1. The Consultation process may be addressed in the transitional arrangements developed pursuant to 17.8.3.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Conflicts between exercise of Mineral Right and exercise of Specified Substances Right

**RESPONSIBLE PARTY:** TH

**PARTICIPANT:** Surface Rights Board, holder of a Mineral Right  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

18.1.2 In the event that there is conflict between the exercise of the Specified Substances Right and the exercise of the Mineral Right, either the Yukon First Nation or the Person having the Mineral Right may apply to the Surface Rights Board.

**CROSS REFERENCED CLAUSES:** 18.1.1, 18.1.3 (all), 18.1.4

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Responsibility	Activities	Timing
TH or holder of a Mineral Right	Contact other party and attempt to resolve dispute over conflicting exercise of rights. identified rights  <u>If agreement is not reached:</u>	When a conflict arises over exercise of
TH or holder of a Mineral Right	At discretion, refer dispute to Surface Rights Board.	As necessary
TH and holder of a Mineral Right	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Location of alternative Quarries by Government on Non-Settlement Land

**RESPONSIBLE PARTY:** Government

**PARTICIPANT:** TH

**LIAISON:**

### OBLIGATIONS ADDRESSED:

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

**CROSS REFERENCED CLAUSES:** 18.2.6, 18.2.6.3, 18.2.6.4, 18.2.7

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Responsibility	Activities	Timing
Government	Consider whether the use of any existing Quarries situated on Settlement Land could be eliminated by locating an alternative Quarry on Non-Settlement Land. Provide the results of that analysis to TH.	As soon as practicable or upon the request of TH
TH	If TH has concerns regarding the analysis, contact Government requesting further information,	As soon as practicable after the analysis is provided
Government	In response to TH's inquiry, provide additional information,	As soon as practicable following the request
Government	Where reasonable and practical to do so, eliminate use of existing Quarries on Settlement Land.	As soon as practicable
Government	Communicate results to TH.	Following elimination of the use of a Quarry

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
	<u>If all existing Quarries on Settlement Land have not been eliminated following the initial analysis:</u>	
Government	Consider whether the use of any remaining Quarries situated on Settlement Land could be eliminated by locating an alternative Quarry on Non-Settlement Land. Provide the results of that analysis to TH.	From time to time, upon the request of TH
TH	If TH has concerns regarding the analysis, contact Government requesting further information,	As soon as practicable after the analysis is provided
Government	In response to TH's inquiry, provide additional information,	As soon as practicable following the request
Government	Communicate results to TH.	Following elimination of the use of a Quarry

### Planning Assumption

1. Government shall notify TH prior to undertaking new projects or activities that may affect the use of existing Quarries on Settlement Land.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Further identification of Quarries on Settlement Land

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

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

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

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

- (a) The following Parcels of Tr'ondëk Hwëch'in Settlement Land are subject to further identification of Quarries pursuant to 18.2.5.2:
- (i) Parcel R-14A;
  - (ii) those portions of Parcel R-1 8A lying within one kilometre of the centre line of the 60 metre right-of-way for the road known as the Dawson Road and shown approximately by a dashed line designated as Dawson Road on Territorial Resource Base Maps 115 0/2 and 115 0/7, in Appendix B - Maps which forms a separate volume to this AGREEMENT;
  - (iii) those portions of Parcel R-20A lying within one kilometre of the centre line of the 60 metre right-of-way for the road known as the Bonanza Road;
  - (iv) those portions of Parcel R-22B lying within one kilometre of the centre line of the 30 metre right-of-way for the road known as the North Fork Road East and shown approximately by a dashed line designated as North Fork Road East on Territorial Resource Base Maps 115 0/15, 1150/16, 116 B/i, and 116 B/2 in appendix B - Maps, which forms a separate volume to this AGREEMENT;

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- (v) those portions of Parcel R-79B lying within one kilometre of the centre line of the right-of-way for the Major Highway known as the Klondike Highway;
- (vi) those portions of Parcel R-80B lying within one kilometre of the centre line of the 30 metre right-of-way for the road known as the North Fork Road East and shown approximately by a dashed line designated as North Fork Road East on Territorial Resource Base Maps 115 0/15, 115 0/16, 116 B/i and 116 B/2, in Appendix B - Maps, which forms a separate volume to this AGREEMENT;

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

#### 18.2.5.3

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

- (a) Government shall provide the Tr'ondĕk Hwĕch'in with a written notice setting out the location of the Quarry on Settlement Land that Government proposes to identify, the information which was used by Government in deciding to propose to identify that Quarry and the public purposes for which the Quarry is required.
- (b) Within 60 days of receipt of the notice described in (a), the Tr'ondĕk Hwĕch'in shall provide Government with its views on Government's proposal to identify that Quarry and may request a meeting with Government to present those views.
- (c) Government shall, if requested, meet with the Tr'ondĕk Hwĕch'in to discuss its proposed identification of that Quarry and review the establishment of Quarries on Non-Settlement Land.
- (d) Government shall consider fully and fairly the views presented by the Tr'ondĕk Hwĕch'in and shall provide, to the Tr'ondĕk Hwĕch'in, its response in writing to those views and its decision on identification of that Quarry.

**CROSS REFERENCED CLAUSES:** 18.2.3, 26.3.1.3

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## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Yukon	Identify Quarries on Settlement Land specified in 18.2.5.2 (a) taking into consideration 18.2.3.	No later than 2 years from the Effective Date
Yukon	Provide TH with written notice setting out location of proposed Quarries, the information used to identify proposed Quarries, and the public purpose for which the proposed Quarries are required.	No later than 2 years from the Effective Date
TH	Prepare and present views in writing to Yukon and, at discretion, request a meeting with Yukon.	Within 60 days of receipt of notice from Yukon
Yukon	If TH requests, meet with TH to discuss the proposed identification of the Quarries and review the establishment of Quarries on Non-Settlement Land.	As soon as practicable after receiving request
Yukon	Provide full and fair consideration of views presented. Provide TH with written response to TH views.	After TH presents its views
Yukon	Make final decision regarding identification of Quarries, taking into account the views of TH. Provide TH with written notice of decision.	Within a reasonable period of time

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Yukon use and restoration of specified Quarries on Settlement Land

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT:** TH, Surface Rights Board  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

18.2.6 Unless otherwise provided in a Yukon First Nation Final AGREEMENT, the following terms and conditions respecting a Quarry on Settlement Land identified under 18.2.2 or 18.2.5 shall apply:

- 18.2.6.1 Government shall have the exclusive use of Quarries and the right to take any Construction Materials required from such Quarries without the agreement of or compensation for such use or taking to the affected Yukon First Nation;
- 18.2.6.2 Government shall use a Quarry in accordance with commonly accepted land use standards and shall endeavour to minimize interference with other uses of the Settlement Land;
- 18.2.6.3 on ending its use of a Quarry, Government shall, if required by the affected Yukon First Nation, restore the Quarry in accordance with commonly accepted land use standards including, as appropriate, clean-up, drainage, erosion control, re-contouring, overburden replacement, and replanting of vegetation so that the Quarry will blend in with the local landscape and vegetation; and
- 18.2.6.4 where a dispute arises over the use or restoration of a Quarry by Government, either Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.

**CROSS REFERENCED CLAUSES:** 18.2.2, 18.2.5 (all), 18.2.10

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Responsibility	Activities	Timing
Yukon	Use Quarry and associated specified substances in accordance with commonly accepted land use standards, taking reasonable steps to minimize interference with other uses of Settlement Land.	As required for public purposes
Yukon	Notify TH of intention to abandon use of Quarry.	Prior to ending use
TH	Review notice and determine if site restoration is appropriate.	Upon receipt of notice

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

TH	Notify Yukon of decision regarding need for site restoration.	As soon as practicable
Yukon	If required by TH, restore Quarry in accordance with 18.2.6.3.	As appropriate
	<u>If dispute arises over use or restoration of Quarry by Yukon:</u>	
Yukon or TH	At discretion, refer any dispute to Surface Rights Board.	Within a reasonable period of time
Yukon or TH	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Government use of other Quarries on Settlement Land

**RESPONSIBLE PARTY:** Government, TH

**PARTICIPANT:** Surface Rights Board  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

18.2.7 Where Government needs a Quarry and no suitable alternative Quarry is available on Non-Settlement Land in the surrounding area, a Yukon First Nation shall allow Government to establish and work a Quarry on Settlement Land which has not been identified under 18.2.2 or 18.2.5 and take Construction Materials required for public purposes from the Quarry under such terms and conditions as may be agreed by Government and the affected Yukon First Nation including compensation to that Yukon First Nation for the Construction Materials taken.

18.2.8 If the Yukon First Nation and Government are unable to reach agreement on Government's need for a Quarry or on whether there is a suitable alternative Quarry or on the terms and conditions for Government's use of a Quarry under 18.2.7 within 30 days of Government's request for the use of the Quarry, Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.

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

**CROSS REFERENCED CLAUSES:** 18.2.2, 18.2.4, 18.2.5 (all), 18.2.10

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Responsibility	Activities	Timing
Government	Notify TH that a Quarry is required for public purposes and that no suitable Quarry is available on Non-Settlement Land.	As necessary
Government and TH	Attempt to reach agreement on need to use Quarry and on appropriate terms and conditions for Government use.	Within 30 days of notification by Government

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government	Establish and work Quarry according to terms and conditions agreed upon.	If agreement is reached with TH within 30 days
OR		
Government	Abandon proposal to use Quarry on Settlement Land.	If no AGREEMENT reached with TH within 30 days
OR		
Government or TH	Refer dispute to the Surface Rights Board.	If no AGREEMENT reached with TH within 30 days
Government or TH	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

### Planning Assumption

1. The terms and conditions agreed upon between TH and Government pursuant to 18.2.7 may include requirements for restoration of the Quarry.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Government use of Construction Materials from a Quarry on Settlement Land

**RESPONSIBLE PARTY:** Government

**PARTICIPANT:** TH  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

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

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
Government	Notify TH of desire to use materials from Quarries on Settlement Land for non-public purposes or public purposes more than 30 km beyond Yukon boundaries and seek consent of the TH.	As required
TH	Consider request and notify Government of decision, including proposed terms and conditions if applicable.	Upon request from Government
Government	Use Quarry as agreed.	With consent of TH
OR		
Government	Abandon proposal for use.	If consent not obtained from TH

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Access to Settlement Land with the consent of TH for the exercise of Mineral Rights

**RESPONSIBLE PARTY:** TH

**PARTICIPANT:** Surface Rights Board, Person having a New or Existing Mineral Right  
**LIAISON:**

### **OBLIGATIONS ADDRESSED:**

18.3.3 Any Person having an Existing Mineral Right on Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

18.3.4 Any Person having an Existing Mineral Right on Non-Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions.

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

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

**CROSS REFERENCED CLAUSES:** 5.4.2 (all), 18.3.1 (all), 18.3.5 (all), 18.3.6, 18.4.1 (all), 18.4.2, 18.4.5 (all), 18.5.0 (all)

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## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH	Receive request for access to Settlement Land from holder of a Mineral Right. Determine whether or not access will be granted.	As required prior to access
TH	Notify holder of a Mineral Right of decision.	Within a reasonable time
TH	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules



## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Property Tax Assistance

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT:** Yukon, TH, taxation authority

**LIAISON:**

### OBLIGATIONS ADDRESSED:

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

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

**CROSS REFERENCED CLAUSES:** 21.2.1, 21.2.3, 21.2.5, 21.5.1, THSGA 14.9, 14.10

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The Parties have agreed that the ten-year period during which property taxation assistance will be provided by Canada will commence on the Effective Date of the THFA. It was further confirmed that the Parties would support a proposal to amend the Umbrella Final Agreement to reflect the approach outlined on this activity sheet for implementing the Property Tax Assistance provisions. It is understood that an amendment will be put forward for consideration at a time in the future when it becomes necessary for the parties to the Umbrella Final Agreement to consider other amendments to the Umbrella Final AGREEMENT.

The activities which follow immediately below are organized in two groupings: the first, for what will occur during the year of the Effective Date and the second, for what will occur in subsequent years.

In the year of the Effective Date

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Yukon	Provide taxation authority and TH with a list of TH properties subject to property tax for the year of the Effective Date or portion thereof, showing estimated taxes.	No later than 90 days after the Effective Date
Yukon	Provide TH with application form for any Yukon homeowner's grant, requesting information concerning occupancy of residential properties on Fee Simple Settlement Land for that taxation year.	No later than 90 days after the Effective Date
TH	If applying for Yukon homeowner's grant, return completed application form to taxation authority when paying taxes. Pay taxes to taxation authority net of any eligible Yukon homeowner's grant for eligible properties.	No later than 180 days after Effective Date or July 2, whichever is the later

AND

In subsequent years for which the property taxation assistance regime applies:

Responsibility	Activities	Timing
Taxation authority	Each year, provide TH with an application form for any Yukon homeowner's grant (attached to the tax notice), requesting information concerning occupancy of residential properties on Fee Simple Settlement Land for that taxation year.	By May 15 of each year
TH	If applying for Yukon homeowner's grant, return completed application form to taxation authority when paying taxes to receive the homeowner's grant for eligible properties as a deduction from the tax bill;	By July 2 of each year

OR

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH	Return completed application form to Yukon, to receive the homeowner's grant for eligible properties as a refund after the taxes have been paid.	By February 15 of the year following the year for which the application for homeowner's grant is being made
TH	Pay taxes to taxation authority.	By July 2 of each year
Yukon	If the Yukon homeowner's grant was not deducted from TH's tax bill at the time the taxes were paid by TH, pay to TH the amount of the Yukon homeowner's grant for which TH is eligible,	Annually, within a reasonable time following receipt of TH's homeowner's grant application form.

Further activities for implementing this obligation are set out immediately below, again in two groupings: the first, for what will occur if the Effective Date falls on January 1 and the second, for what will occur if the Effective Date falls on January 2 or a later date during the year.

### If the Effective Date falls on January 1:

Responsibility	Activities	Timing
Canada	Prepare a multi-year funding arrangement with TB to reimburse property taxes less homeowners grant received, and forward the multi-year funding arrangement to the TH.	As soon as practicable after Effective Date
TH	Return signed multi-year funding arrangement to Canada.	As soon as practicable after signing multi-year funding arrangement
TH	Provide to Canada evidence of the amounts of property taxes paid and homeowner's grants received by TH for each calendar year.	As soon as practicable after both the property taxes are paid and the homeowner's grant is received by TH, in the year of the Effective Date and each subsequent year for nine years

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Following receipt of information from TH about the amount of property taxes paid and homeowner's grant received by TH in a calendar year, calculate the amount of the assistance to be paid.	Annually, as soon as practicable after receipt of information from TH
Canada	Pay to TH the calculated amount of assistance pursuant to the multi-year funding arrangement.	As soon as practicable

OR

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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Prepare a multi-year funding arrangement with TH to reimburse property taxes less homeowners grant received, and forward the multi-year funding arrangement to the TH.	As soon as practicable after Effective Date
TH	Return signed multi-year funding arrangement to Canada.	As soon as practicable after signing multi-year funding arrangement
TH	Provide to Canada evidence of the amounts of property taxes paid and homeowner's grants received by TH for each calendar year.	As soon as practicable after both the property taxes are paid and the homeowner's grant is received by TH, in the year of the Effective Date and each subsequent year for ten years
Canada	Following receipt of information from TH about the amount of property taxes paid and homeowner's grant received by TH in a calendar year, calculate the amount of the assistance to be paid using the applicable formula set out in the planning assumptions section of this activity plan.	Annually, as soon as practicable after receipt of information from TH
Canada	Pay to TH the amount of assistance stipulated in the multi-year funding arrangement.	As soon as practicable

# TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

## Planning Assumptions

1. The May 15 and July 2nd dates referenced in the timing for activities above are deadlines established in the current Assessment and Taxation Act, R.S.Y. 1986, c. 10, for the issuance of tax notices and payment of taxes, respectively. Similarly, the February 15 date referenced is the deadline established in the current Home Owners Grant Act, R.S.Y. 1986, c. 84, for filing applications for Yukon homeowner's grants in respect of the preceding taxation year. These dates may be subject to change from time to time.
2. Yukon shall develop an application form to be used by Yukon First Nations in respect of any homeowner's grant programs.
3. Yukon will provide a list of all fee simple properties on TH Settlement Land when the application form for the homeowner's grant is sent to the TH. As part of the process of applying for the homeowner's grant, TH will sign a declaration concerning eligibility of properties for the homeowner's grant.
4. Formulas for Calculation of Property Taxation Assistance: If the Effective Date of the THFA 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 property taxation assistance is to be paid. The amount of property taxation 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 amount of the property taxes paid by TH for that taxation year minus the homeowner's grant received by TH for that year.

## Assistance

YEAR 1:	$(T \times Y/365) \times 100\% =$	_____
YEAR2:	$(T \times X/365) \times 100\% + (T \times Y/365) \times 90\% =$	_____
YEAR3:	$(T \times X/365) \times 90\% + (T \times Y/365) \times 80\% =$	_____
YEAR4:	$(T \times X/365) \times 80\% + (T \times Y/365) \times 70\% =$	_____
YEAR5:	$(T \times X/365) \times 70\% + (T \times Y/365) \times 60\% =$	_____
YEAR 6:	$(T \times X/365) \times 60\% + (T \times Y/365) \times 50\% =$	_____
YEAR7:	$(T \times X/365) \times 50\% + (T \times Y/365) \times 40\% =$	_____
YEAR 8:	$(T \times X/365) \times 40\% + (T \times Y/365) \times 30\% =$	_____
YEAR9:	$(T \times X/365) \times 30\% + (T \times Y/365) \times 20\% =$	_____
YEAR 10:	$(T \times X/365) \times 20\% + (T \times Y/365) \times 10\% =$	_____
YEAR11:	$(T \times X/365) \times 10\% =$	_____

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Property assessment and taxation of Fee Simple Settlement Land

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT:** TH  
**LIAISON:**

### **OBLIGATIONS ADDRESSED:**

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

**CROSS REFERENCED CLAUSES:** 20.7.1,21.1.0,21.2.3,21.2.5 (all); THSGA 14.9

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Responsibility	Activities	Timing
Yukon, TH	For the first assessment roll prepared following the Effective Date, discuss and attempt to reach AGREEMENT on tax classifications and assessed values for TH Fee Simple Settlement Land.	Prior to finalization of assessment roll

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Action by taxing authority for non-payment of Property Taxes for Fee Simple Settlement Land

**RESPONSIBLE PARTY:** Yukon or other taxing authority ("Taxing Authority")

**PARTICIPANT:** TH

**LIAISON:**

### OBLIGATIONS ADDRESSED:

2 1.3.1 Notwithstanding Laws of General Application, Settlement Land held by a Yukon First Nation or any Yukon First Nation Corporation shall not be subject to attachment, seizure or sale for non-payment of Property Taxes. If Property Taxes owing on such Settlement Land remain unpaid for more than two years, the taxing authority may withdraw the delivery of any or all services to such Settlement Land until the outstanding Property Taxes have been paid.

21.3.2 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the Property Taxes remain unpaid on Settlement Land six months after the withdrawal of any Local Government Services under 21.3.1, the taxing authority may attach the assets of that Yukon First Nation or any Yukon First Nation Corporation of that Yukon First Nation in addition to all other remedies including the filing of a lien or other instrument against such Settlement Land.

**CROSS REFERENCED CLAUSES:** 21.2.1; THSGA 14.9,14.11

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Responsibility	Activities	Timing
Taxing Authority	Provide TH or any TH corporation with initial notice, using double registered mail, of the possible withdrawal of delivery of any or all services to such Fee Simple Settlement Land if taxes are not paid within six months of date of notice.	If property taxes are owing on Fee Simple Settlement Land for more than 18 months
Taxing Authority	Notify TH or any TH corporation by way of double registered letter that services may be withdrawn by a specified date (six months after issuance of initial notice) if taxes are not paid by that date.	If taxes remain unpaid
Taxing Authority	Provide notice to TH if Taxing Authority decides to attach the assets of TH or any TH Corporation owing the taxes, and/or to initiate other remedies.	If taxes remain unpaid six months after the withdrawal of any Local Government Services

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Action by Yukon or Municipality for non-payment by TH for Local Government Services

**RESPONSIBLE PARTY:** Yukon or Municipality

**PARTICIPANT:** TH  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

21.3.3 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, it arrears under any agreement negotiated between the Yukon First Nation and Government for the provision of Local Government Services on Settlement Land remain unpaid for a period of six months, Government may withdraw any or all such services to such land until the outstanding arrears have been paid.

2 1.3.4 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the arrears remain unpaid six months after the withdrawal of services under 21.3.3, Government may, without the consent of the Yukon First Nation or any Yukon First Nation Corporation, refer the matter to the dispute resolution process under 26.3.0.

**CROSS REFERENCED CLAUSES:** 21.1.0 (all), 26.3.0 (all)

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Responsibility	Activities	Timing
Yukon or Municipality	Provide TH with initial notice using double registered mail, of the possible withdrawal of delivery of Local Government Services on Settlement Land if payment not made within two months of date of notice.	If payment for such services remains unpaid for a period of four months
Yukon or Municipality	Notify TH by way of double registered mail, that services may be withdrawn by a specified date if payment not received.	30 days after initial notice if arrears are still outstanding
Yukon or Municipality	At discretion, refer the matter to dispute resolution process under 26.3.0.	If arrears remain unpaid 6 months after withdrawal of services



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Rates for user-pay Local Government Services for TH and any corporation owned or controlled by TH

**RESPONSIBLE PARTY:** TH, City of Dawson

**PARTICIPANT:** Yukon  
**LIAISON:**

### OBLIGATIONS ADDRESSED:

- 21.4.1.1 Unless otherwise agreed between the Tr'ondëk Hwëch'in and the City of Dawson, the Tr'ondëk Hwëch'in and any corporation owned or controlled by the Tr'ondëk Hwëch'in shall pay the same rates for user-pay Local Government Services in respect of Settlement Land within the Community Boundary as are paid by property owners of the City of Dawson.
- 21.4.1.2 For greater certainty, any residence of a Yukon Indian Person which is occupied as a personal residence on Tr'ondëk Hwëch'in Settlement Land within the Community Boundary and which otherwise meets the appropriate criteria shall be deemed to be owner-occupied for the purpose of determining the appropriate rates to be paid for user-pay Local Government Services notwithstanding that the land on which the residence is situated is owned by the Tr'ondëk Hwëch'in or a corporation owned or controlled by the Tr'ondëk Hwëch'in.
- 21.4.1.3 Any residence of a Yukon Indian Person which is occupied as a personal residence on Tr'ondëk Hwëch'in Fee Simple Settlement Land, and which otherwise meets the criteria, shall be deemed to be owner occupied for the purposes of any programs providing rebates of charges for user-pay Local Government Services for which property owners of the City of Dawson are eligible, notwithstanding that title to the lands on which the residence is situated is held by the Tr'ondëk Hwëch'in or a corporation owned or controlled by the Tr'ondëk Hwëch'in.

**CROSS REFERENCED CLAUSES:** THSGA 26.0 (all)

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Responsibility	Activities	Timing
TH, City of Dawson	At the request of either party, attempt to reach agreement on the rates to be paid for Local Government Services by TH or any corporation owned or controlled by TH.	At discretion
City of Dawson	If no AGREEMENT, ensure rates for user-pay Local Government Services which are billed to TH or any Date corporation owned or controlled by TH are the same as would be paid by property owners in the City of Dawson.	After Effective

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Payment of outstanding Property Taxes on TH Settlement Land situated inside the Community Boundary of the City of Dawson

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** City of Dawson

### OBLIGATIONS ADDRESSED:

21.6.1.2 The Tr'ondëk Hwëch'in shall pay Property Taxes outstanding as of the Effective Date of this Agreement on Tr'ondëk Hwëch'in Settlement Land situated inside the Community Boundary of the City of Dawson.

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
TH	Pay outstanding Property Taxes on TH Settlement Land situated inside the Community Boundary of the City of Dawson.	Within 30 days of the Effective Date

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Preparation of an economic development opportunities plan

**RESPONSIBLE PARTY:** Canada, Yukon, TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

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

22.3.2 The plans shall include recommendations to:

- 22.3.2.1 maximize opportunities for training and identify the experience that Yukon Indian People will require to take advantage of the economic opportunities generated by Settlement Agreements;
- 22.3.2.2 maximize the use of available financial and technical resources; and
- 22.3.2.3 identify the funding requirements and measures necessary to stimulate community level economic activity.
- 22.3.2.4 identify opportunities for Tr'ondëk Huch'in in harvesting activities and opportunities for the Tr'ondëk Hwëch'in to make investments in the areas described in 22.3.3.4

**CROSS REFERENCED CLAUSES:** 15.7.1.2, 22.3.3.4, THFA IMPLEMENTATION Plan 15.7.1.1 Activity Sheet

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Responsibility	Activities	Timing
TH	Notify Canada and Yukon of intention to establish tripartite planning group to prepare an economic development opportunities plan.	After the Effective Date

## TR'ONDEK HWËCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Parties	Establish planning group, develop workplan including timelines and identify resources required to complete the economic development opportunities plan.	As soon as practicable upon receipt of notice
Parties	Identify Government programs that may be accessed to assist TH to participate in this planning process.	Concurrent with development of the workplan
Planning group	Develop the economic development opportunities plan taking into account all factors listed.	In accordance with timelines set out in the workplan
Planning group	Present draft of the economic development opportunities plan and associated recommendations to the Parties.	In accordance with timelines set out in the workplan
Parties	Review draft of the economic development opportunities plan and associated recommendations and submit comments to the planning group.	In accordance with timelines set out in the workplan
Planning group	Incorporate the comments of the Parties and present final draft of the economic development opportunities plan and associated recommendations to the Parties for approval.	In accordance with timelines set out in the workplan
Parties	Approve the economic development opportunities plan and associated recommendations.	In accordance with timelines set out in the workplan

### Planning Assumptions

1. The economic development opportunities plan will take into account existing economic development priorities of the TH.

## **TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

2. The workplan may include provision for public participation.
3. Nothing in the economic development opportunities plan shall be construed to impose an obligation on Government or TH to implement the recommendations of the economic development opportunities plan.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Facilitating of training and professional development of Yukon Indian People so they will have access to public service employment opportunities

**RESPONSIBLE PARTY:** TH, Yukon, Canada

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

22.4.1 Where public service employment opportunities exist, Government shall assist in facilitating training and professional development of Yukon Indian People so that they will have access to such employment opportunities, with particular emphasis on increasing over a reasonable period of time the number of Yukon Indian People in technical, managerial and professional positions within the public service.

**CROSS REFERENCED CLAUSES:** 22.2.2, 22.9.1; Chapter 22 Schedule A Part 11.0; 28.3.3,28.3.3.5, 28.9.1

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Responsibility	Activities	Timing
Government, TH	Exchange information regarding TH training needs and priorities, and regarding the options available whereby Government can assist in facilitating training and professional development of Yukon Indian People. Establish arrangements to take advantage of any viable options.	Within six months after the Effective Date or as soon thereafter as the parties agree is reasonable

### Planning Assumptions

1. The parties understand that the Government employment plan required pursuant to Chapter 22 Schedule A Part I 1.0 will be the primary mechanism to address how the obligation set out in 22.4.1 will be met. The activities set out above are intended to be interim arrangements for the period prior to completion of the government employment plan.
2. The options to be explored for Government to assist in facilitating training and professional development of Yukon Indian People may include secondments,

## **TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

identification of spaces in Government training programs, mentoring and/or job shadowing, such as are applicable to the training need being addressed and are available from time to time.

3. The activities set out above will be carried out by Canada and Yukon in separate processes with TH.
4. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Explore ways of making apprenticeship programs more flexible and promote greater participation by Yukon Indian People

**RESPONSIBLE PARTY:** TH, Yukon

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

22.4.2 The Yukon and Yukon First Nations jointly shall explore ways to make apprenticeship programs more flexible, and to promote greater participation by Yukon Indian People in such programs, and shall examine other means of providing training for employment.

**CROSS REFERENCED CLAUSES:** 22.2.2, 22.9.1, Chapter 22 Schedule A Part 11.0; 28.3.3.5

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Responsibility	Activities	Timing
TH, Yukon	Develop a workplan, including contacts, timelines and information requirements to enable the parties to explore ways to make apprenticeship programs more flexible.	At the request of TH and within 6 months of the Effective Date or as soon thereafter as the parties agree is reasonable
TH, Yukon	Assess employment opportunities within the trades sector.	As established in the workplan
TH, Yukon	Contact trade unions to encourage their participation in the review of apprenticeship programs.	As established in the workplan
TH, Yukon	Review existing apprenticeship training programs to assess their effectiveness in promoting greater participation by Yukon Indian People.	As established in the workplan



## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH, Yukon	As may be required, and to the extent practicable, modify existing programs or develop new programs to assist in achieving the goal of greater participation.	Following review and within two years of Effective Date
TH, Yukon	Provide for a regular review of effectiveness of apprenticeship training programs.	Ongoing

### Planning Assumptions

1. The activities set out above may be carried out in coordination with other YFNs as they carry out the same or similar activities, in order to avoid duplication of efforts.
2. Trade unions establish training programs and apprenticeship opportunities and they should be encouraged to participate in the review and planning processes.
3. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Notice of tenders to TH by the Yukon

**RESPONSIBLE  
PARTY:** Yukon

**PARTICIPANT/  
LIAISON:** TH

### OBLIGATIONS ADDRESSED:

22.5.1 The Yukon, at the time it publicly invites tenders, shall provide written notice to those Yukon First Nations who have indicated a wish to be advised of public tenders. Where bidders' lists or similar methods are used, the Yukon shall notify those Yukon First Nations who have indicated their interest in contracting and their ability to supply the tendered goods or services.

**CROSS REFERENCED CLAUSES:** 22.2.2, 22.5.2, 22.5.6, 22.5.7, 22.5.8

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Responsibility	Activities	Timing
TH	Advise Yukon that TH wishes to be notified of public tenders and of their interest in receiving contract information.	At discretion
Yukon	Provide available public information with respect to public tenders and contracting.	As soon as practicable after notification
TH	If interested in contracting, provide information regarding ability to supply goods and services, for inclusion on bidders' or source lists.	At discretion
Yukon	Provide written notice of public tenders to TH if they have indicated a wish to be advised of public tenders.	At the time Yukon publicly invites tenders
Yukon	Where the above-noted bidders' lists or similar methods are used, notify TH if it is on such lists,	At the time Yukon invites tenders

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumptions

1. Additions to the source lists made between release periods can be accessed by TH through the Yukon's Contract Administration Branch.
2. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Information on non-public contracts

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

22.5.3 The Yukon shall provide information on a regular basis to Yukon First Nations on contracts awarded which were not advertised for public tender.

### CROSS REFERENCED CLAUSES: 22.2.2

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Responsibility	Activities	Timing
Yukon	Supply TH with a copy of the list of contracts as tabled annually in the Legislature.	As soon as practicable after annual tabling

### Planning Assumptions

1. If lists of contracts are generated on a more frequent basis, Yukon will provide as available.
2. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Inclusion of TH on federal contract lists

**RESPONSIBLE  
PARTY:** Canada

**PARTICIPANT/  
LIAISON:** TH

### OBLIGATIONS ADDRESSED:

22.5.4 For contracts to be awarded in the Yukon, Canada undertakes to include on contract lists those qualified Yukon First Nations who have indicated an interest in contracting.

22.5.5 A Yukon First Nation may request information from a federal contracting authority on contracts awarded in the Yukon. Where such information is publicly available, the authority shall make all reasonable efforts to provide the requested information.

### CROSS REFERENCED CLAUSES: 22.2.2,22.5.6

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Responsibility	Activities	Timing
TH	Advise Canada if TH is interested in being included on contract lists in Yukon.	At discretion
Canada	Provide information with respect to contracting and qualifications that may be required, including the standing offer agreements process.	As soon as practicable after TH request
TH	Notify Canada of qualifications and other relevant information when indicating on which contract list TH wishes to be included.	At discretion
Canada	Notify TH if TH included on specific contract lists.	At request of TH
Canada	Provide publicly available information with respect to contracts that have been awarded in Yukon.	As soon as practicable after TH request

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumption

1. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Access to Government contracting and registration

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

22.5.6 At the request of Yukon Indian People, Government shall provide information on how to access Government supply and services contracts and standing offers, and how to register on lists or inventories which Government uses for contracting.

22.5.7 Where practicable, provision of information in 22.5.6 shall be through seminars and workshops.

22.5.8 Government shall ensure that Yukon Indian People and Yukon First Nations' corporations are advised on how to access Government contracting, and that such individuals and businesses are given full opportunity to be registered on any lists or inventories Government uses for contracting purposes.

**CROSS REFERENCED CLAUSES:** 22.2.2, 22.5.1, 22.5.4

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Responsibility	Activities	Timing
Government	Provide information to Tr'ondĕk Huch'in and/or TH corporations regarding access to contracts, standing offer agreements and how to register on lists or inventories.	At request of Tr'ondĕk Huch'in and/or TH corporations
Government	Provide this information through seminars/ workshops.	Where practicable

### Planning Assumptions

1. For the purposes of this clause, Tr'ondĕk Huch'in may be represented by TH.
2. When seminars/workshops are arranged, there may be an initial consultation process between TH and Government with respect to the content and delivery of the information.

## **TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

3. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.



## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Structuring contracts to a manageable size

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

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

**CROSS REFERENCED CLAUSES:** 22.2.2, 22.5.3

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Responsibility	Activities	Timing
Yukon	Where reasonable, make best efforts to structure contracts so that they are of a size manageable by small business.	Ongoing
TH	Based on contracting information provided under 22.5.3, and if TH has concerns that a particular contract does not meet the objectives of 22.5.10, contact Yukon identifying concerns and requesting further information.	At discretion
Yukon	In response to TH's inquiry as to why contract in question was not structured of a size manageable by small businesses, respond to TH concerns and provide additional information.	As soon as practicable after TH identifies concerns

### Planning Assumption

1. The Parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Assisting Yukon Indian People to invest in public corporations

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH, Yukon Indian People

### OBLIGATIONS ADDRESSED:

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

**CROSS REFERENCED CLAUSES:** 22.2.0, 22.6.5, 22.6.6

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Responsibility	Activities	Timing
Government	Provide list of public corporations and information as may be available respecting existing investment opportunities.	At request of TH
TH, Yukon Indian People	Request assistance from Government.	When interested in making investments in public corporations
Government	Consider request and identify options for practicable form(s) of assistance.	Within a reasonable period of time following the request
TH, Yukon Indian People, Government	Review the options and attempt to reach AGREEMENT on the assistance to be provided.	
Government	Provide assistance as agreed upon.	

### Planning Assumptions

1. For the purposes of this clause, Yukon Indian People may be represented by a YFN or by a corporate entity established either by an individual YFN or by YFNs collectively.
2. Activities under this clause may be cross-referenced with input from regional economic development plans pursuant to Chapter 22 Schedule A Part I 3.0.
3. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Participation of TH corporations with Yukon Development Corporation

**RESPONSIBLE PARTY:** Yukon Development Corporation, TH corporations

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

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

**CROSS REFERENCED CLAUSES:** 22.2.2, 22.6.6, Chapter 22 Schedule A Part I 5.0

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Responsibility	Activities	Timing
TH corporations and Yukon Development Corporation	At discretion, discuss participation of TH corporations and Yukon Development Corporation in economic opportunities such as joint ventures, partnerships and equity participation in subsidiary corporations.	After Effective Date
TH corporations or Yukon Development Corporation	At discretion, propose participation in specific economic opportunities.	When the opportunity arises
TH corporations or Yukon Development Corporation	At discretion, review proposal. Respond to initiating party; accept or decline proposal.	Within a reasonable time period
TH corporations and Yukon Development Corporation	Proceed with joint participation in economic opportunity.	If proposal accepted by both parties

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumption

1. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** TH participation in acquisition or disposal of Yukon Development Corporation business ventures

**RESPONSIBLE PARTY:** Yukon Development Corporation

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

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

**CROSS REFERENCED CLAUSES:** 22.2.2, 22.6.1, 22.6.6

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Responsibility	Activities	Timing
Yukon Development Corporation	Where the Yukon Development Corporation seeks public participation in the acquisition or disposal of a business venture, notify TH of opportunity to participate and provide relevant information.	In sufficient time to enable TH to fully consider the opportunity
TH	At discretion, research feasibility of participation in acquisition or disposal of business venture,	After notification of business opportunity
TH	At discretion, participate in acquisition or disposal of business venture with the Yukon Development Corporation.	As appropriate

### Planning Assumption

1. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Establishment of procedures for joint capital planning

**RESPONSIBLE PARTY:** TH, Government

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

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

**CROSS REFERENCED CLAUSES:** 22.5.0 (all), 22.6.1, 22.6.4, 22.6.5; Chapter 22 Schedule A Part I 2.0 (all), 4.0 (all), 5.0 (all), 7.0 (all)

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Responsibility	Activities	Timing
TH, Government	Designate senior officials to meet to establish procedures, to the extent practicable, for joint capital projects planning for departments, agencies, crown corporations and TH.	At the request of one of the Parties
TH, Government	Discuss common interests and mutual priorities.	
TH, Government	As agreed, establish procedures including negotiations, studies, sharing of information, review of procedures.	As practicable
TH, Government	Designate senior officials to meet to establish procedures, to the extent practicable, for joint public finance for departments, agencies, crown corporations and TH.	At the request of one of the Parties
TH, Government	Discuss common interests and mutual priorities.	
TH, Government	As agreed, establish procedures including negotiations, studies, sharing of information, and review of procedures.	As practicable

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumptions

1. 22.6.6 is to be used as a single window process for facilitating cooperation between the Parties in meeting the intentions of various provisions of the AGREEMENT. This should be a high priority for the Parties. The first bilateral discussion deals with procedures for public works and infrastructure developments for Government and YFNs. The second bilateral discussion relates to planning for public finance for Governments and YFNs. While related, they should be addressed separately.
2. There shall be two separate processes -- one for Yukon and one for Canada.

## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Review of Yukon Economic Strategy

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

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

### CROSS REFERENCED CLAUSES: 22.2.2

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Responsibility	Activities	Timing
Yukon	Notify YFNs of review of Yukon Economic Strategy. Request names of delegates.	As required
TH	Provide Yukon with names of delegates.	As required
Yukon	Invite delegates and ensure that at least one quarter of total delegates are Yukon Indian People or their representatives.	As required

### Planning Assumptions

1. The requirements of this clause shall be a criterion in the normal process of arranging the review of the Yukon Economic Strategy.
2. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Development of plan regarding representative public service

**RESPONSIBLE  
PARTY:** Government

**PARTICIPANT/  
LIAISON:** TH

### **OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 1.1 Government shall develop and implement a plan which will include measures designed to attain the goals of:
  - 1.1.1 a representative public service located in the Yukon, taking into account the aboriginal/non-aboriginal and gender make-up of the population of the Yukon; and
  - 1.1.2 a representative public service located within the Traditional Territory of the Tr'ondëk Hwëch'in that reflects the aboriginal/non-aboriginal make-up of the population of the Yukon.
- 1.2 Government shall Consult with the Tr'ondëk Hwëch'in in developing the plan.
- 1.3 The plan shall be prepared within two years of the Effective Date of this AGREEMENT.
- 1.5 The plan shall provide for periodic review.
- 1.6 The plan may provide for:
  - 1.6.1 training;
  - 1.6.2 public information;
  - 1.6.3 counselling;
  - 1.6.4 work place support;
  - 1.6.5 targeted recruiting;
  - 1.6.6 the designation of positions to be held by aboriginal people;
  - 1.6.7 preferences in hiring;

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

- 1.6.8 measures to manage the effect of the Government plan on the ability of the Tr'ondëk Hwëch'in to recruit and retain qualified employees; and
- 1.6.9 such other measures as may reasonably contribute to achieving the goal of a representative public service.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.5; 22.4.1,22.4.2; Chapter 22 Schedule A Part I 1.4, 1.7 (all)

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Responsibility	Activities	Timing
Government	Initiate and develop a proposal for a plan designed to attain the above stated goals. Notify TH of intention to develop plan, provide details of proposal and arrange for meeting of parties.	As soon as practicable after Effective Date, in sufficient time to allow the plan to be completed within 2 years of the Effective Date
TH, Government	Discuss proposal for plan and develop outline of plan.	Within a reasonable time following notification to TH
Government TH	Develop a draft plan and forward to TH. Prepare and present its views.	As soon as practicable Within a reasonable period of time
Government	Complete the plan, providing full and fair consideration of views presented.	Within 2 years of the Effective Date

### Planning Assumptions

1. It is understood that TH's primary interests will be in the Traditional Territory and therefore the initial steps in the plan should focus on TH Traditional Territory.
2. Both Governments will be undertaking their own plans, with appropriate coordination between the two Governments.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consolidation of plan regarding representative public service

**RESPONSIBLE  
PARTY:** Government

**PARTICIPANT/  
LIAISON:** TH

### OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part 1

- 1.4 Government may consolidate the plan, after Consultation with the Tr'ondëk Hwëch'in, with any other similar plan required by another Yukon First Nation Final AGREEMENT, provided the consolidation does not adversely affect the benefits of Tr'ondëk Huch'in set out in the plan.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1,4.1.5; Chapter 22 Schedule A Part I 1.1

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Responsibility	Activities	Timing
Government	Notify TH of desire to consolidate the plan with other plans. Provide details and request comments.	If Government intends to consolidate the plan
TH	Prepare and present views, considering whether the consolidation will adversely affect benefits of Tr'ondëk Huch'in set out in the plan.	Within a reasonable time period
Government	Provide full and fair consideration of views presented.	
Government, TH	Determine whether the consolidation would adversely affect the benefits to Tr'ondëk Huch'in set out in the plan.	Following Consultation
Government	At discretion, and if it is determined that there are no adverse effects to TH, consolidate the plans.	Following Consultation

### Planning Assumptions

1. This activity may be initiated at the request of TH.
2. Both Governments will be undertaking their own plans pursuant to Chapter '22 Schedule A Part 1 1.1.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Review of public service job descriptions

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 1.7 Government shall review job descriptions and other requirements for public service positions to ensure that:
- 1.7.1 implicit or explicit cultural bias is eliminated in the hiring and promotional process; and
  - 1.7.2 employment requirements are reasonable relative to the work, and free of standards and requirements that unfairly reduce the opportunities for Tr'ondëk Huch'in and other residents of the Traditional Territory of the Tr'ondëk Hwëch'in to obtain employment and to receive promotions.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.5; Chapter 22 Schedule A Part I 1.1 (all)

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Responsibility	Activities	Timing
Government	Review job descriptions in the public service for employees in the Yukon. Notify TH when review completed.	After Effective Date
Government	Make available to TH the conclusions of the including information with respect to the approach followed in making any changes to job descriptions or other requirements for public service positions.	At request of TH review,

### Planning Assumption

1. It is anticipated that when reviewing job descriptions, Government will consider relevant information gathered during the development of the plan under Chapter 22 Schedule A Part 1.1.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Negotiation of a Project agreement where Yukon has jurisdiction to issue a Decision Document

**RESPONSIBLE PARTY:** Yukon, TH, Project proponent, Canada

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

2.2 Where the Yukon has the jurisdiction to issue a Decision Document for a Project in the Traditional Territory of the Tr'ondëk Hwëch'in which is reviewed by a panel of YDAB, the Yukon Minister may require in the Decision Document that the Project proponent, the Tr'ondëk Hwëch'in and the Yukon negotiate a Project AGREEMENT.

2.3 Project agreements referred to in 2.2 may include:

2.3.1 employment opportunities for Tr'ondëk Huch'in;

2.3.2 business opportunities for the Tr'ondëk Hwëch'in or for Tr'ondëk Huch'in, including contracts and the provision of goods and services;

2.3.3 investment opportunities for the Tr'ondëk Hwëch'in, including equity purchase; and

2.3.4 other measures to mitigate negative socio-economic effects of the Project on the Tr'ondëk Hwëch'in or Tr'ondëk Huch'in.

2.4 The provisions in 2.2 shall expire on January 1, 2020, unless the parties to this Agreement agree to extend the period of the application of 2.2.

**CROSS REFERENCED CLAUSES:** 2.11.8; Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part I 2.1

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Responsibility	Activities	Timing
Yukon	At discretion of the Yukon Minister, where Yukon has jurisdiction to issue a Decision Document reviewed by a panel of YDAB, include a provision in Decision Document to require TH, Yukon and the proponent to negotiate a Project AGREEMENT.	Until Jan. 1, 2020, unless the parties agree to extend the period of the application of 2.2

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Yukon, TH, Project proponent	Negotiate Project AGREEMENT.	If required by Decision Document
Canada, Yukon, TH	Enter agreement to extend period of application of 2.2.	If agreed to by Parties

### Planning Assumptions

1. In developing government information or forms to be provided to prospective developers, Government will consider including information that encourages developers to discuss their projects with affected YFNs during the initial planning stages and prior to any reviews by a panel of YDAB.
2. Yukon will consult with TH before requiring in a Decision Document that the proponent, TH and Yukon negotiate a Project AGREEMENT.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Negotiation of a Project agreement where TH has jurisdiction to issue a Decision Document

**RESPONSIBLE PARTY:** TH, Project proponent

**PARTICIPANT/ LIAISON:** Yukon

### OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part 1

- 2.5 Subject to 12.13.4, where the Tr'ondëk Hwëch'in has jurisdiction to issue a Decision Document for a Project in the Traditional Territory of the Tr'ondëk Hwëch'in which is reviewed by a panel of YDAB, the Tr'ondëk Hwëch'in may require in the Decision Document that the Project proponent and the Tr'ondëk Hwëch'in negotiate a Project AGREEMENT.
- 2.6 Project agreements referred to in 2.5 may include:
  - 2.6.1 employment opportunities for Tr'ondëk Huch'in;
  - 2.6.2 business opportunities for the Tr'ondëk Hwëch'in or Tr'ondëk Huch'in including contracts and the provision of goods and services;
  - 2.6.3 investment opportunities for the Tr'ondëk Hwëch'in including equity purchase; and
  - 2.6.4 other measures to mitigate negative socio-economic effects of the project on the Tr'ondëk Hwëch'in or Tr'ondëk Huch'in.
- 2.7 At the request of the Tr'ondëk Hwëch'in and the Project proponent, the Yukon may agree to be a party to the negotiation of a Project AGREEMENT.

**CROSS REFERENCED CLAUSES:** 2.11.8; Chapter 2 Schedule B, 4.1, 4.1.5; 12.13.4, Chapter 22 Schedule A Part I 2.1

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Responsibility	Activities	Timing
TH	At discretion of the TH, where TH has jurisdiction to issue a Decision Document reviewed by a panel of YDAB, include a provision in Decision Document to require TH, and the proponent to negotiate a Project AGREEMENT.	As required

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH, proponent	At discretion, forward request to Yukon to be a party to the negotiations. Provide details,	Prior to the commencement of negotiations
Yukon	Respond to request.	As soon as practicable after receipt of request
	<u>If Yukon agrees to be a party to the negotiations:</u>	
TH, Yukon, proponent	Negotiate Project AGREEMENT.	As necessary
	OR	
	<u>If Yukon decides not to be a party to the negotiations:</u>	
TH, proponent	Negotiate Project AGREEMENT.	As necessary



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Preparation of a regional economic development plan for TH Traditional Territory

**RESPONSIBLE  
PARTY:** Canada, Yukon, TH

**PARTICIPANT/  
LIAISON:** City of Dawson, commercial and industrial interests, other residents of  
TH Traditional Territory

### OBLIGATIONS ADDRESSED:

#### Chapter 22 Schedule A Part I

- 3.1 No later than two years after the Effective Date of this AGREEMENT, Government and the Tr'ondëk Hwëch'in shall jointly undertake the preparation of a regional economic development plan for the Traditional Territory of the Tr'ondëk Hwëch'in.
- 3.2 Government and the Tr'ondëk Hwëch'in shall provide the opportunity to involve the City of Dawson, existing commercial and industrial interests within the Traditional Territory of the Tr'ondëk Hwëch'in, and other residents of the Traditional Territory of the Tr'ondëk Hwëch'in in the preparation of the regional economic development plan.
- 3.3 The regional economic development plan shall:
  - 3.3.1 examine the state of the economy in the Traditional Territory of the Tr'ondëk Hwëch'in;
  - 3.3.2 assess the potential for development in the areas of communication, culture, transportation, agriculture, energy, renewable and nonrenewable resources and tourism in the Traditional Territory of the Tr'ondëk Hwëch'in;
  - 3.3.3 recommend appropriate types of economic development activities which are consistent with the principles of Sustainable Development;
  - 3.3.4 recommend priorities for economic development in the Traditional Territory of the Tr'ondëk Hwëch'in;

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

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

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; 22.3.1, Chapter 22 Schedule A Part I 4.1,4.2; Chapter 22 Schedule A Part II

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH	Notify Canada and Yukon of intention to establish tripartite planning group to prepare a regional economic development plan for TH Traditional Territory,	After the Effective Date and in sufficient time to commence preparation of the regional economic development plan within two years of the Effective Date
Parties	Establish planning group, develop workplan including timelines and identify resources required to complete the regional economic development plan.	As soon as practicable after receipt of notice
Parties	Provide opportunity to involve the City of Dawson, existing commercial and industrial interests within TH Traditional Territory and other residents of TH Traditional Territory in the preparation of the regional economic development plan.	Concurrent with development of the workplan
Parties	Identify Government programs that may be accessed to assist TH to participate in this planning process.	Concurrent with development of the workplan
Planning group	Develop the regional economic development plan taking into account all factors listed.	In accordance with timelines set out in the workplan
Planning group	Present draft of the regional economic development plan and associated recommendations to the Parties.	In accordance with timelines set out in the workplan
Parties	Review draft of the regional economic development plan and associated recommendations and submit comments to the planning group.	In accordance with timelines set out in the workplan
Planning group	Incorporate the comments of the Parties and present final draft of the regional economic development plan and associated recommendations to the Parties for approval.	In accordance with timelines set out in the workplan
Parties	Approve the regional economic development plan and associated recommendations.	In accordance with timelines set out in the workplan

## **TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

### **Planning Assumptions**

1. The regional economic development plan will take into account existing economic development priorities of the TH.
2. Nothing in the regional economic development plan shall be construed to impose an obligation on Government or TH to implement the recommendations of the regional economic development plan.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Negotiation of economic development agreements

**RESPONSIBLE  
PARTY:** Government, TH

**PARTICIPANT/  
LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

#### Chapter 22 Schedule A Part I

- 4.1 Government may enter into economic development agreements with the Tr'ondëk Hwëch'in which provide:
  - 4.1.1 technical and financial assistance for economic development purposes to residents of the Traditional Territory of the Tr'ondëk Hwëch'in and to organizations, businesses and corporations owned by those residents, the Tr'ondëk Huch'in or the Tr'ondëk Hwëch'in;
  - 4.1.2 for the participation of the Tr'ondëk Hwëch'in in the planning, management, administration and decision making of those programs and services; and
  - 4.1.3 for measures to implement recommendations of the regional economic development plan.
- 4.2 Government and the Tr'ondëk Hwëch'in shall take into consideration the regional economic development plan developed pursuant to 3.0, if completed, when negotiating an economic development agreement referred to in 4.1.
- 4.3 Economic development agreements referred to in 4.1:
  - 4.3.1 shall describe the purposes for which technical and financial assistance may be used;
  - 4.3.2 may provide for a financial contribution by the Tr'ondëk Hwëch'in, consistent with the ability of the Tr'ondëk Hwëch'in to contribute; and
  - 4.3.3 may provide for a financial contribution by Government for the purposes of the agreements.
- 4.4 The Tr'ondëk Hwëch'in shall nominate no less than one third of the members of any joint planning, management, advisory, or decision making body established pursuant to an economic development agreement referred to in 4.1.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; 22.6.6, Chapter 22 Schedule A Part I 3.0

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, TH	At discretion of any Party, initiate request to negotiate economic development agreements.	After the Effective Date
Government, TH	Assess need to negotiate economic development AGREEMENT.	
Government, TH	Respond to request to enter negotiations.	Within a reasonable period of time
Government, TH	If agreed, negotiate economic development agreements taking into consideration regional economic development plan developed pursuant to 3.0, if plan completed.	As required
TH, Government	Nominate members of any joint planning, management, advisory or decision making body established pursuant to an economic development AGREEMENT.	As required pursuant to the economic development AGREEMENT

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Negotiation of terms and conditions for acquiring interest in a Project

**RESPONSIBLE PARTY:** TH, Proponent

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

5.2 The Tr'onděk Hwěch'in shall have the option to acquire up to 25 percent of the interest of a Proponent in a Project.

5.4 Subject to 5.5 and 5.6, and after notice has been given under 5.7.2, the Proponent and the Tr'onděk Hwěch'in, at the request of the Tr'onděk Hwěch'in, shall negotiate the terms and conditions of the Tr'onděk Hwěch'in acquiring its interest in a Project.

5.5 At any time at least 270 days after notice has been given under 5.7.2, the Proponent may provide in writing to the Tr'onděk Hwěch'in an offer setting out all the proposed terms and conditions of the Tr'onděk Hwěch'in acquiring its interest pursuant to 5.2 in the Project.

5.6 The offer referred to in 5.5 shall be open for acceptance by the Tr'onděk Hwěch'in for 30 days, and, failing acceptance of the offer, the option described in 5.2 shall lapse, and the Proponent shall have no further obligation to the Tr'onděk Hwěch'in under 5.0 for that Project.

5.7 The Proponent shall, as soon as practicable:

5.7.1 give notice to the Tr'onděk Hwěch'in of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the Tr'onděk Hwěch'in; and

5.7.2 give notice to the Tr'onděk Hwěch'in of receipt of all regulatory approvals required to start construction of a Project.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; 22.6.6; Chapter 22 Schedule A Part 1 5.1, 5.3 (all), 5.8, 5.9, 5.11 (all)

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## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Proponent	Notify TH about any proposed Projects within TH Traditional Territory,	Annually and preferably at least six months prior to offering an option to TH
Proponent	Provide general information with respect to proposed Projects.	At request of TH and within a reasonable period of time after request
Proponent	Provide notice to TH of completion of all studies and investigations into the feasibility of a Project.	As soon as practicable
Proponent	Make studies available to TH.	At request of TH
Proponent	Provide notice to TH of receipt of all regulatory approvals,	As soon as practicable after receipt of regulatory approvals
TH, Proponent	Enter into negotiations regarding terms and conditions of acquiring an interest in the Project.	After Proponent provides above notice, and after request by TH
Proponent	Provide to TH a written offer setting out terms and conditions for acquiring an interest in the Project.	At least 270 days after notice of receipt of all regulatory approvals has been given to TH
TH	At discretion, accept offer.	Within 30 days of written offer

### Planning Assumption

1. If both parties agree to do so, the Proponent and TH may enter into discussions prior to the receipt of all regulatory approvals concerning acquisition of an interest in a Project by the TH.



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Offer to purchase TH interest in a Project

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Proponent

### OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

5.9 Unless otherwise agreed by all the parties owning an interest in a Project, the Tr'ondëk Hwëch'in, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Project pursuant to **5.2**, which offer it is ready and willing to accept, shall communicate, in writing, the terms of the offer to the Proponent, which shall have the first right to purchase that interest or portion thereof at the price and on the terms set out in the offer.

5.10 The Proponent may exercise the first right to purchase set out in 5.9 at any time during 30 days from the date on which it receives notice of the bona fide offer, by advising the Tr'ondëk Hwëch'in in writing of its intention to exercise the right and to complete the purchase of the interest or portion thereof within the following 100 days.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; 22.6.6, Chapter 22, Schedule A Part I 5.1, 5.2

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Responsibility	Activities	Timing
	<u>Unless otherwise agreed by all the parties owning an interest in a Project:</u>	
TH	Upon receipt of a bona fide offer to purchase TH interest, if willing to accept the offer, communicate terms of the offer to the Proponent in writing.	As necessary
Proponent	Advise TH in writing of its intention to exercise Proponent's first right to purchase, if Proponent decides to exercise this right.	Within 30 days after receipt of the notice of terms of offer
Proponent	Complete purchase of interest or portion.	Within 100 days after giving notice of intention to buy the TH interest

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Acquisition by TH of an interest in a project in accordance with Chapter 22 Schedule A Part I 5.12

**RESPONSIBLE PARTY:** TH, Yukon, its agency or corporation ("Yukon")

**PARTICIPANT/ LIAISON:** Proponent

### **OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

5.12 Nothing in 5.0 shall be construed to prevent the Tr'ondëk Hwëch'in and the Yukon, its agencies and corporations from entering into an agreement whereby the Tr'ondëk Hwëch'in acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this AGREEMENT.

5.12.1 Unless the Tr'ondëk Hwëch'in and the Yukon, its agency or corporation otherwise agree, the terms and conditions upon which the Tr'ondëk Hwëch'in acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement shall be no less favourable than the terms and conditions applying to all parties, including the Proponent, acquiring any interest in that addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; 22.6.6

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Responsibility	Activities	Timing
TH, Yukon	At discretion, negotiate agreement whereby TH acquires an interest in a project referred to in Chapter 22 Schedule A Part I 5.12.	As necessary

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Construction or development of North Fork Hydro Project

**RESPONSIBLE PARTY:** Yukon, its agency or corporation ("Yukon")

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

5.13.1 If the Yukon, or an agency or corporation of the Yukon, decides to proceed with the North Fork Hydro Project, it shall invite the Tr'ondëk Hwëch'in to make a proposal to build or develop the North Fork Hydro Project, and all such proposals received shall be assessed according to criteria included in the request for proposals.

5.13.2 For greater certainty, the Yukon, or an agency or corporation of the Yukon, may develop or build the North Fork Hydro Project by proposal, bid or tender.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.5; Chapter 22 Schedule A Part 15.14,5.15

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Responsibility	Activities	Timing
	<u>If Yukon decides to proceed with North For Hydro Project:</u>	
Yukon, TH	Develop contracting arrangements and procedures that will include contacts, timelines, and information requirements.	At least 6 months prior to construction of North Fork Hydro Project or as soon thereafter as the parties agree is reasonable
Yukon	Develop the request for proposals for the North Fork Hydro Project and request proposal from TH.	As necessary
TH	At discretion, submit proposal.	Within a reasonable time following request for proposals

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Yukon	Assess proposal according to criteria set out in the request for proposals.	Within a reasonable period of time following receipt of proposal

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Notice of public and invitational tenders for contracts associated with the construction of the North Fork Hydro Project.

**RESPONSIBLE PARTY:** Yukon, its agency or corporation ("Yukon")

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

5.14 If the Yukon, or an agency or corporation of the Yukon, decides to proceed with the North Fork Hydro Project, it shall provide the Tr'ondëk Hwëch'in with written notice of any public tenders for contracts associated with the construction of the North Fork Hydro Project.

5.14.1 Any failure to provide written notice pursuant to 5.14 shall not affect the public tender process or the contract awards resulting therefrom.

5.15 If the Yukon or an agency or corporation of the Yukon decides to proceed with the North Fork Hydro Project, it shall include the Tr'ondëk Hwëch'in in any invitational tender for contracts associated with the construction of the North Fork Hydro Site.

5.15.1 Any failure to include the Tr'ondëk Hwëch'in in any invitational tender for contracts pursuant to 5.15 shall not affect the invitational tender process or the contract awards resulting therefrom.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.5; Chapter 22 Schedule A Part I 5.13

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Responsibility	Activities	Timing
	<u>If Yukon decides to proceed with North Fork Hydro Project:</u>	
Yukon, TH	Develop contracting arrangements and procedures that will include contacts, timelines, and information requirements.	At least 6 months prior to construction of North Fork Hydro Project or as soon thereafter as the parties

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Yukon	Consistent with the arrangements and procedures provide written notice to TH of public and invitational tenders for contracts associated with the construction of the North Fork Hydro Project.	As contracts are tendered

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Criteria for public and invitational tenders for contracts associated with the construction of the North Fork Hydro Project.

**RESPONSIBLE PARTY:** Yukon, its agency or corporation ("Yukon")

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

5.16 In evaluating any competitive proposal, bid or tender made by the Tr'ondëk Hwëch'in pursuant to the written notice referred to in 5.14 or the invitational tender referred to in 5.15, the Yukon or its agency or corporation shall include among the factors for consideration, Tr'ondëk Huch'in employment, and the Tr'ondëk Hwëch'in and Tr'ondëk Huch'in ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part I 5.14, 5.15, 5.17

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Responsibility	Activities	Timing
Yukon, TH	Jointly develop criteria to meet the requirements of Chapter 22 Schedule A Part I 5.16 and identify the specifics as to how the criteria will be included in the contracting process.	At least 6 months prior to construction of North Fork Hydro Project or as soon thereafter as the parties agree is reasonable
Yukon	In any public or invitational tenders for contracts associated with the construction of the North Fork Hydro Project, include criteria to meet the requirements of Chapter 22 Schedule A Part I 5.16.	As contract opportunities are identified

### Planning Assumption

1. Yukon retains ultimate responsibility for contracting associated with construction of the North Fork Hydro Project.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Inclusion of criteria for special aboriginal or local knowledge

**RESPONSIBLE PARTY:** Boards in 2.12.1, Designated Office (12.2.0)

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

6.1 The Boards referred to in 2.12.1 and the Designated Office defined in 12.2.0 shall consider the inclusion of criteria for special aboriginal or local knowledge when establishing specifications for contract opportunities and job descriptions for any employment activities which a Board or a Designated Office may have.

6.2 Nothing in 6.1 shall be construed to mean that a criterion for employment of Tr'ondëk Huch'in shall be the determining criterion in awarding any contract.

**CROSS REFERENCED CLAUSES:** 2.12.1; Chapter 2 Schedule B, 4.1, 4.1.5; 12.2.0 (all); UFA IMPLEMENTATION Plan, Annex B, Part I, Board Services and Facilities

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Responsibility	Activities	Timing
Boards listed in 2.12.1, Designated Office under 12.2.0	When establishing specifications for contract opportunities and job descriptions, consider the inclusion of criteria for special aboriginal or local knowledge.	As necessary



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Agreements to give effect to Chapter 22

**RESPONSIBLE PARTY:** Canada, Yukon, TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 7.1 The parties to this Agreement may enter into agreements to give effect to recommendations in plans described in this chapter or to otherwise achieve the objectives of 22.1.0.
- 7.2 An agreement referred to in 7.1 shall state whether, and if so, to what extent, the agreement is binding on the parties to the AGREEMENT.
- 7.3 Nothing in this Agreement shall be construed to limit the ability of the Tr'ondëk Hwëch'in and the Yukon to make recommendations to, and enter into agreements with, each other respecting the establishment of measures, policies, and programs with the objective of furthering the economic development of resources within the Traditional Territory of the Tr'ondëk Hwëch'in, in a manner which is consistent with the culture, values and identity of the Tr'ondëk Hwëch'in.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; 22.1.0 (all)

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Responsibility	Activities	Timing
Canada, TH, or Yukon	Submit request to the other parties to enter into agreements to give effect to Chapter 22. Provide details.	As necessary
Other parties	Determine whether to accept request of initiating party. Provide outcome to initiating party.	As soon as practicable after receipt of request
Canada, TH, Yukon	Proceed with discussions toward the development of agreements.	If the Parties agree to proceed

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Right of first refusal of TH to operate the Yukon River Campground ("Campground")

**RESPONSIBLE  
PARTY:** Yukon

**PARTICIPANT/  
LIAISON:** TH

### OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 8.1 In 8.0, "Campground" means the area known as the Yukon River Campground as shown approximately on Placer Sheet 116 B/3c, dated July 16, 1998, in Appendix B - Maps, which forms a separate volume to this AGREEMENT, and which is operated by the Yukon as a place for camping by the public.
- 8.2 If the Yukon decides to offer to another Person the opportunity to operate the Campground, it shall first offer the opportunity to operate the Campground to the Tr'onděk Hwěch'in in the following manner:
- 8.2.1 the Yukon shall provide written notice to the Tr'onděk Hwěch'in setting out the criteria which must be met in the operation of the Campground and shall invite the Tr'onděk Hwěch'in to meet those criteria in its operation of the Campground;
- 8.2.2 if the Tr'onděk Hwěch'in does not accept, in writing, the invitation referred to in 8.2.1 within 60 days of its receipt, it shall be deemed to have declined the offer and the Yukon may offer the opportunity to operate the Campground to other Persons upon the same terms and conditions as offered to the Tr'onděk Hwěch'in;
- 8.2.3 if no other Person accepts the public offer referred to in 8.2.2, the Yukon may invite the Tr'onděk Hwěch'in to meet new criteria in its operation of the Campground but in accordance with the procedure set out in 8.2.1 and 8.2.2.
- 8.3 For greater certainty, nothing in 8.0 shall be construed to prevent the Tr'onděk Hwěch'in from operating additional campgrounds accepted through an offer to the public.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5

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Responsibility	Activities	Timing
Yukon, TH	Develop contracting arrangements and procedures that will include contacts, timelines, and information requirements.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Yukon	If the Yukon decides to offer to another Person the opportunity to operate the Campground, provide TH with written notice of opportunity setting out the criteria which must be met in the operation of the Campground.	As necessary
TH	Determine whether to exercise its right of first refusal to operate the Campground in accordance with the criteria. If accepting offer of opportunity to operate the Campground, provide Yukon with written acceptance.	Within 60 days of receipt of notice of opportunity
Yukon	If TH does not exercise its right of first refusal to operate the Campground in accordance with the criteria, at discretion, offer the opportunity to other Persons upon the same terms and conditions as offered to TH.	As appropriate

### Planning Assumptions

1. If Yukon decides to offer the opportunity to operate the Campground upon new terms and conditions, this cycle of activities shall repeat.
2. Yukon retains ultimate responsibility for contracting associated with the operation of the Campground.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Right of TH to purchase Dome Expansion Area (the "Area") Lots

**RESPONSIBLE  
PARTY:** TH, Developer

**PARTICIPANT/  
LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

9.1 In 9.0, the following definitions shall apply.

"Area" means the lands identified as the Dome Expansion Area on Placer Sheet 116 B/3c in Appendix B - Maps, which forms a separate volume to this AGREEMENT.

"Developer" means the Yukon or any party to whom the Yukon has granted the right to subdivide the Area into lots for sale to the public.

"Total" means the total number of lots into which the Area is subdivided.

9.2 If the Developer subdivides the Area into lots for sale to the public, it shall provide written notice to the Tr'ondĕk Hwĕch'in identifying each lot in the Area, setting out the price and the other terms and conditions upon which each lot is being offered to the public and the number of lots which would constitute 30 percent of the Total and inviting the Tr'ondĕk Hwĕch'in to purchase up to and including that number of lots at the prices and upon the terms and conditions set out therein.

9.3 If the Tr'ondĕk Hwĕch'in wishes to purchase up to and including 30 percent of the Total, it shall within 30 days of receiving the notice referred to in 9.2, accept, in writing, the Developer's invitation, failing which acceptance it shall be deemed to have declined the offer set out in 9.2 and the Developer shall have no further obligation to the Tr'ondĕk Hwĕch'in under 9.0.

9.4 The Tr'ondĕk Hwĕch'in shall select the lots which it may purchase under 9.2 as follows:

(a) the Tr'ondĕk Hwĕch'in shall first select one lot, and

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

(b) the Developer shall then select one lot,

and this process shall be repeated until the Tr'onděk Hwěch'in has selected the number of lots it intends to purchase, which number of lots shall not exceed 30 percent of the Total.

9.4.1 For greater certainty, the Developer may offer for sale to the public all lots in the Area which the Tr'onděk Hwěch'in does not identify under 9.4.

9.5 If the Tr'onděk Hwěch'in declines the offer set out in 9.2 or purchases fewer than the number of lots in the Area which it has a first right to purchase under 9.2 and the total remaining lots in the Area are not purchased by the public, the Developer may invite the Tr'onděk Hwěch'in to purchase the lesser of:

(a) the number of lots which would bring the Tr'onděk Hwěch'in's ownership of the lots in the Area to 30 percent of the Total, or

(b) the number of lots remaining

at new prices and upon new terms and conditions but in accordance with the procedure set out in 9.2, 9.3 and 9.4.

9.6 If the Developer chooses to initially offer for sale to the public fewer lots than the number into which he intends to subdivide the Area and then to periodically offer for sale to the public additional lots in the Area, the provisions of 9.2, 9.3, 9.4 and 9.5 shall apply each time the Developer offers those lots for sale.

9.7 Nothing in 9.0 shall be construed to prevent the Tr'onděk Hwěch'in from acquiring additional lots in the Area through any offer to the public.

**REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5;

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#### Responsibility

#### Activities

#### Timing

Developer

If subdividing the Area into lots for sale to the public, notify TH in writing providing the price, the terms and conditions upon which each lot is being offered, and other relevant details.

As necessary

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH	Determine whether to exercise its right to first purchase up to and including 30 percent of the Total. If exercising its right of purchase, notify Developer of the decision in writing.	Within 30 days after receipt of notice
TH, Developer	Select lots in accordance with 9.4.	As necessary
Developer	At discretion, offer remaining lots to public.	As necessary
	<u>If TH declines offer or purchases less than 30 percent of total and if all remaining lots are not purchased by the public:</u>	
Developer	At discretion, invite TH in writing to purchase the remaining lots in accordance with 9.5 providing the new price and other terms and conditions upon which each lot is being offered.	As necessary
TH	Determine whether to exercise its right to first purchase up to and including 30 percent of the Total or the number of the lots remaining, whichever is the lesser. If exercising its right of purchase, notify Developer of the decision in writing.	Within 30 days after receipt of notice
TH, Developer	Select lots in accordance with 9.4.	As necessary
Developer	At discretion, offer remaining lots to public.	As necessary

### Planning Assumption

1. This cycle of activities shall apply each time the Developer offers these lots for sale to the public until TH acquires 30 percent of the total.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Right to acquire new licences or permits in the commercial freshwater fishing industry

**RESPONSIBLE PARTY:** Yukon, TH

**PARTICIPANT/ LIAISON:** None identified

### OBLIGATIONS ADDRESSED:

#### Chapter 22 Schedule A Part II

- 1.1 The Tr'ondëk Hwëch'in shall have a right of first refusal to acquire licences or permits in respect of commercial freshwater fishing in the Traditional Territory of the Tr'ondëk Hwëch'in as follows:
  - 1.1.1 Government shall offer to the Tr'ondëk Hwëch'in any new licences or permits in respect of commercial freshwater fishing until the Tr'ondëk Hwëch'in and Tr'ondëk Hwëch'in Firms together have been allocated 25 percent of the commercial freshwater fish quota in the Traditional Territory of the Tr'ondëk Hwëch'in.
- 4.7 The Tr'ondëk Hwëch'in shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0 and 3.0, failing which the right of first refusal for that licence or permit shall lapse.
- 4.8 A licence or permit in respect of which a right of first refusal has lapsed under 4.7 shall not be considered a licence or permit offered to the Tr'ondëk Hwëch'in under 1.0, 2.0 or 3.0.
- 4.9 When the Tr'ondëk Hwëch'in applies for a licence or permit in accordance with 4.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to the Tr'ondëk Hwëch'in.
- 4.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to the Tr'ondëk Hwëch'in pursuant to 1.0, 2.0 and 3.0.
- 4.11 Nothing in 1.0, 2.0 or 3.0 shall be construed to obligate Government to replace a licence or permit obtained by the Tr'ondëk Hwëch'in pursuant to these provisions where the Tr'ondëk Hwëch'in has sold or assigned that licence or permit.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 4.12 Nothing in 1.0, 2.0 and 3.0 shall be construed to prevent the Tr'ondĕk Hwĕch'in or a Tr'ondĕk Hwĕch'in Firm from acquiring additional licences or permits through the normal regulatory process.
- 4.13 The rights of first refusal referred to in 1.1, 2.1 and 3.1 shall expire on January 1, 2020, unless the parties to this Agreement agree to extend the application of those provisions.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.5; Chapter 22 Schedule A Part II 4.2,4.4 (all), 4.6

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Responsibility	Activities	Timing
Yukon, TH	Determine whether TH and TH Firms together have been allocated 25 percent of the commercial freshwater fishing quota in TH Traditional Territory.  <u>Prior to January 1, 2020. if the 25 percent allocation has not been met:</u>	After the Effective Date, prior to any new licences or permits being issued
Yukon	Notify TH of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to TH any new licence or permit, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
TH	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If TH applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Right to acquire new licences or permits in the commercial wilderness adventure travel industry

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

#### Chapter 22 Schedule A Part II

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

2.1.1 in the first year that Government places the limit, Government shall offer to the Tr'ondëk Hwëch'in in respect of its Traditional Territory:

2.1.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by Tr'ondëk Hwëch'in Firms to operate at their then existing level, or

2.1.1.2 the number of licences or permits that remain after the then existing operations in the Traditional Territory of the Tr'ondëk Hwëch'in have been issued the licences or permits that are required to allow them to operate at their then existing level,

whichever is less; and

2.1.2 in the second year, and in each year thereafter, Government shall offer to the Tr'ondëk Hwëch'in any new licences or permits issued from time to time until the Tr'ondëk Hwëch'in and Tr'ondëk Hwëch'in Firms together have been issued 25 percent of the licences or permits issued from time to time.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 4.7 The Tr'ondĕk Hwĕch'in shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0 and 3.0, failing which the right of first refusal for that licence or permit shall lapse.
- 4.8 A licence or permit in respect of which a right of first refusal has lapsed under 4.7 shall not be considered a licence or permit offered to the Tr'ondĕk Hwĕch'in under 1.0, 2.0 or 3.0.
- 4.9 When the Tr'ondĕk Hwĕch'in applies for a licence or permit in accordance with 4.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to the Tr'ondĕk Hwĕch'in.
- 4.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to the Tr'ondĕk Hwĕch'in pursuant to 1.0, 2.0 and 3.0.
- 4.11 Nothing in 1.0, 2.0 or 3.0 shall be construed to obligate Government to replace a licence or permit obtained by the Tr'ondĕk Hwĕch'in pursuant to these provisions where the Tr'ondĕk Hwĕch'in has sold or assigned that licence or permit.
- 4.12 Nothing in 1.0, 2.0 and 3.0 shall be construed to prevent the Tr'ondĕk Hwĕch'in or a Tr'ondĕk Hwĕch'in Firm from acquiring additional licences or permits through the normal regulatory process.
- 4.13 The rights of first refusal referred to in 1.1, 2.1 and 3.1 shall expire on January 1, 2020, unless the parties to this Agreement agree to extend the application of those provisions.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part II 4.2, 4.4 (all), 4.6

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#### Responsibility

#### Activities

#### Timing

If Government intends to place a limit on the number of licences or permits to be issued in respect of a sector of the commercial wilderness travel adventure industry in TH Traditional Territory:

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government, TH	Determine whether TH and TH Firms together have been allocated 25 percent of the commercial wilderness adventure travel industry licences or permits in TH Traditional Territory.	After the Effective Date, prior to any new licences or permits being issued
	<u>In the first year that Government places a limit and prior to Jan. 1, 2020, if the 25 percent allocation has not been met:</u>	
Government	Notify TH of decision to offer new licences or permits.	If new licences or permits are to be offered
Government	Offer to TH any new licence or permit, following the formula set out in 2.1.1.1 and 2.1.1.2, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
TH	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Government	If TH applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period
	<u>In the second and subsequent years that Government places a limit and prior to January 1, 2020, if the 25 percent allocation has not been met:</u>	
Government	Notify TH of decision to offer new licences or permits.	If new licences or permits are to be offered

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government	Offer to TH any new licence or permit, issued from time to time, until TH and TH Firms together have been issued 25 percent of the licences or permits, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
TH	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Government	If TH applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Right to acquire new licences or permits in the commercial freshwater sports fishing industry

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

#### Chapter 22 Schedule A Part II

3.1 If Government places a limit upon the number of licences or permits to be issued in respect of a sector of the commercial freshwater sports fishing industry in the Traditional Territory of the Tr'ondëk Hwëch'in, the Tr'ondëk Hwëch'in shall have a right of first refusal to acquire a portion of those licences or permits as follows:

3.1.1 in the first year that Government places the limit, Government shall offer to the Tr'ondëk Hwëch'in in respect of its Traditional Territory:

3.1.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by Tr'ondëk Hwëch'in Firms to operate at their then existing level, or

3.1.1.2 the number of licences or permits that remain after the then existing operations in the Traditional Territory of the Tr'ondëk Hwëch'in have been issued the licences or permits that are required to allow them to operate at their then existing level,

whichever is less; and

3.1.2 in the second year, and in each year thereafter, Government shall offer to the Tr'ondëk Hwëch'in any new licences or permits issued from time to time until the Tr'ondëk Hwëch'in and Tr'ondëk Hwëch'in Firms together have been issued 25 percent of the licences or permits issued from time to time.

4.7 The Tr'ondëk Hwëch'in shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0 and 3.0, failing which the right of first refusal for that licence or permit shall lapse.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 4.8 A licence or permit in respect of which a right of first refusal has lapsed under 4.7 shall not be considered a licence or permit offered to the Tr'ondĕk Hwĕch'in under 1.0, 2.0 or 3.0.
- 4.9 When the Tr'ondĕk Hwĕch'in applies for a licence or permit in accordance with 4.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, government shall issue that licence or permit to the Tr'ondĕk Hwĕch'in.
- 4.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to the Tr'ondĕk Hwĕch'in pursuant to 1.0, 2.0 and 3.0.
- 4.11 Nothing in 1.0, 2.0 or 3.0 shall be construed to obligate Government to replace a licence or permit obtained by the Tr'ondĕk Hwĕch'in pursuant to these provisions where the Tr'ondĕk Hwĕch'in has sold or assigned that licence or permit.
- 4.12 Nothing in 1.0, 2.0 and 3.0 shall be construed to prevent the Tr'ondĕk Hwĕch'in or a Tr'ondĕk Hwĕch'in Firm from acquiring additional licences or permits through the normal regulatory process.
- 4.13 The rights of first refusal referred to in 1.1, 2.1 and 3.1 shall expire on January 1, 2020, unless the parties to this Agreement agree to extend the application of those provisions.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; 16.5.4, Chapter 22 Schedule A Part II 4.2, 4.4 (all), 4.6

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Responsibility	Activities	Timing
	<u>If Government intends to place a limit on the number of licences or permits to be issued in respect of a sector of the commercial freshwater sports fishing industry in TH Traditional Territory:</u>	
Yukon, TH	Determine whether TH and TH Firms together have been allocated 25 percent of the commercial freshwater sports fishing quota in TH Traditional Territory,	After the Effective Date, prior to any new licences or permits being issued

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
	<u>In the first year that Yukon places a limit and prior to Jan. 1. 2020. if the 25 percent allocation has not been met:</u>	
Yukon	Notify TH of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to TH any new licence or permit, following the formula set out in 3.1.1.1 and 3.1.1.2, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
TH	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If TH applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period
	<u>In the second and subsequent years that Yukon places a limit and prior to January 1. 2020. if the 25 percent allocation has not been met:</u>	
Yukon	Notify TH of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to TH any new licence or permit, issued from time to time, until TH and III Firms together have been issued 25 percent of the licences or permits, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
TH	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If TH applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Establishment or amendment of licensing or permitting regimes regarding industries described in Chapter 22 Schedule A Part II, 1.0, 2.0 and 3.0

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### **OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

4.1 Government shall Consult with the Tr'ondëk Hwëch'in when deciding to establish a licensing or permitting regime or when deciding to amend an existing licensing or permitting regime in respect of the industries referred to in 1.0, 2.0 and 3.0 in the Traditional Territory of the Tr'ondëk Hwëch'in.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; 16.6.9, 16.6.10, 16.6.10.10; Chapter 22 Schedule A Part 111.0 (all), 2.0 (all), 3.0 (all), 4.4 (all)

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Responsibility	Activities	Timing
Government	Notify TH when Government is considering whether to establish or amend a licensing or permitting regime. Provide details to TH.	Prior to making a decision to establish or amend a licensing or permitting regime
TH	Prepare and present views on proposed establishment or amendment of a licensing or permitting regime.	Within a reasonable time indicated by Government
Government	Provide full and fair consideration of views presented.	
Government	Make decision whether to establish or amend the licensing or permitting regime.	After Consultation with TH
Government	Communicate decision to TH.	Following decision

### **Planning Assumption**

- Government may consider establishment or amendment of licensing or permitting regimes and the placement or variation of a limit on the number of licences or permits, as set out by this clause, as a result of recommendations from the Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Establishment or variance of limits applicable to industries described in Chapter 22 Schedule A, Part II, 1.0, 2.0 and 3.0

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

4.2 Government shall Consult with the Tr'ondĕk Hwĕch'in when deciding to place a limit or vary an existing limit upon the number of licences or permits to be issued in respect of the industries referred to in 1.0, 2.0 and 3.0 in the Traditional Territory of the Tr'ondĕk Hwĕch'in.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; 16.6.9, 16.6.10, 16.6.10.10; Chapter 22 Schedule A Part 111.0 (all), 2.0 (all), 3.0 (all), 4.3 (all), 4.4 (all)

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Responsibility	Activities	Timing
Government	Notify TH when Government is considering establishing or varying a limit on the number of permits and licences. Provide details to TH.	Prior to making a decision to impose a limit or to vary existing limits on licences or permits
TH	Prepare and present views on proposed limit or variance of existing limits,	Within a reasonable period of time indicated by Government
Government	Provide full and fair consideration of views presented.	
Government	Make decision whether to impose limits or vary existing limits. Communicate decision to TH.	After Consultation with TH

### Planning Assumption

1. Government may consider establishing or varying a limit, as set out by this clause, as a result of recommendations from the Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** TH recommendations regarding establishment or amendments to a licensing or permitting regime and placement or variation of a limit regarding industries described in Chapter 22 Schedule A Part II, 1.0, 2.0 and 3.0

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Government

### OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

4.4 The Tr'ondëk Hwëch'in may, in writing, giving reasons, recommend to the Minister:

4.4.1 the establishment of or amendment to a licensing or permitting regime in respect of the industries referred to in 1.0, 2.0 and 3.0; and

4.4.2 the placement of or variation of a limit upon the number of licences or permits to be issued in respect of the industries referred to in 1.0, 2.0 and 3.0.

4.5 The Minister shall, within 90 days of receipt of a recommendation from the Tr'ondëk Hwëch'in pursuant to 4.4, respond in writing to the Tr'ondëk Hwëch'in, giving reasons for any decision made in respect of that recommendation.

**CROSS REFERENCED CLAUSES:** 2.11.8, Chapter 2 Schedule B 4.1,4.1.5; 16.6.9, 16.6.10, 16.6.10.10; Chapter 22 Schedule A Part 111.0 (all), 2.0 (all), 3.0 (all), 4.1, 4.2, 4.3

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Responsibility	Activities	Timing
TH	Provide written recommendations to the Minister on the establishment or amendment to a licensing or permitting regime, or placement or variation of a limit on the number of licences or permits.	As necessary
Government	Respond in writing to TH, giving reasons regarding any decision made in respect of the recommendations.	Within 90 days after receipt of written recommendations

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumption

1. Government may consider establishment or amendment of licensing or permitting regimes and the placement or variation of a limit on the number of licences or permits, as set out by this clause, as a result of recommendations from the Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Joint ventures or other arrangements regarding use of a permit or licence for commercial freshwater fishing, commercial wilderness travel or commercial freshwater sports fishing

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Government

### **OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

4.6 The Tr'ondëk Hwëch'in may enter into joint ventures or other arrangements with other persons to use the licences or permits issued to the Tr'ondëk Hwëch'in pursuant to 1.0, 2.0 or 3.0.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part II 4.9, 4.11

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Responsibility	Activities	Timing
TH	At discretion, enter into joint ventures or other arrangements.	As necessary

### **Planning Assumption**

1. Any requirement for notification to Government by TH will be addressed in the licence or permit requirements.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Right to acquire outfitting concessions

**RESPONSIBLE  
PARTY:** Yukon

**PARTICIPANT/  
LIAISON:** TH

### **OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

- 5.1 The Tr'ondëk Hwëch'in shall have the first right to acquire the next outfitting concession which becomes available in the Traditional Territory of the Tr'ondëk Hwëch'in after the Effective Date of this AGREEMENT.
- 5.1.1 Upon that outfitting concession becoming available, Government shall give notice in writing to the Tr'ondëk Hwëch'in of that fact and of the terms and conditions upon which that concession might be acquired.
- 5.1.2 The Tr'ondëk Hwëch'in may exercise the first right to acquire referred to in 5.1, at any time during the 90 days following the date upon which it received the notice referred to in 5.1.1, by advising Government in writing of its intention to exercise that right.
- 5.1.3 If the Tr'ondëk Hwëch'in fails, within the 90 days following its receipt of the notice referred to in 5.1.1, to advise Government that it wishes to exercise the first right to acquire referred to in 5.1, it shall be deemed to have given notice that it will not be exercising that right.
- 5.2 For the purposes of 5.0, an outfitting concession becomes available only in the following circumstances:
- 5.2.1 Government decides to grant a concession in respect of an area, the greatest part of which has never been the subject of any outfitting concession;
- 5.2.2 Government decides to grant one or more additional concessions in respect of an area which was previously the subject of only one concession;
- 5.2.2.1 for greater certainty, the realignment of the existing boundaries of two or more adjacent outfitting areas does not result in a new concession becoming available for the purposes of 5.0;

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### OBLIGATIONS ADDRESSED:

- 5.2.3 Government decides to grant a concession in respect of an area, the previous concession in respect of which Government has revoked or refused to renew because of the concession holder's failure to comply with the Laws of General Application; or
- 5.2.4 Government decides to grant a concession in respect of an area, the previous concession in respect of which Government has revoked or refused to renew because it was then of the opinion that to do so was necessary for the conservation of wildlife in the area or protection of the public interest.
- 5.3 The first right to acquire referred to in 5.1 shall expire on January 1, 2020, unless the parties to this Agreement agree to extend the application of this provision.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1,4.1.5; 16.5.4

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Responsibility	Activities	Timing
Yukon	Provide notice in writing to TH that an outfitting concession is available and any applicable terms and conditions.	When the first outfitting concession becomes available pursuant to 5.2 after the Effective Date and prior to January 1, 2020, unless the Parties agree to extend the application of 5.1
TH	Advise Yukon, in writing, of its intention to exercise its first right to acquire the outfitting concession.	Within 90 days of receipt of notice from Yukon
Yukon	Issue outfitting concession to TH.	Following receipt of written notice from TH

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Calculation of Resource Royalty payments

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH, other YFNs

### **OBLIGATIONS ADDRESSED:**

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

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

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

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

23.2.4 The amounts due pursuant to 23.2.1 shall be prorated among Yukon First Nations on the same basis as Schedule A - Apportionment of the 1989 Aggregate Value, attached to Chapter 19- Financial Compensation.

23.2.5 The amounts referred to in 23.2.4 shall, in each year, be payable only to those Yukon First Nations who have entered into a Yukon First Nation Final AGREEMENT during or prior to that year. The amounts allocated to Yukon First Nations which have not entered into Yukon First Nation Final Agreements shall not be payable and shall remain vested in the Yukon.

23.2.6 In the event that, following payment, there is determined to have been an overpayment or underpayment to a Yukon First Nation in any year, such variance may be adjusted for in the payment in the following year.

**CROSS REFERENCED CLAUSES:** 23.1.0, 23.2.8, 23.3.1

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## TR'ONDEK HWĒCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH	Provide information to Yukon with respect to the production amount on which a Royalty has been paid on Category A Settlement Land and the reasonable costs of collection of TH Royalty.	Annually, after devolution of authority to Yukon to receive or to levy and collect royalties in respect of the production of a Resource
Yukon, TH, other YFNs	Review proposals for calculations of the amount payable as set out in 23.2.1.1, 23.2.2 and 23.2.4.	Annually
Yukon	Pay amount due to TH and include information regarding basis for calculation.	Annually, following first activity
Yukon	If there has been an overpayment or under payment to TH, adjust payment in following year.	Annually

### Planning Assumptions

1. "All Yukon Indian People" for the purpose of the calculation required in clause 23.2.2 refers to the total number of Yukon Indian People whose names appear on the official enrollment list published prior to the date the payments are due.
2. Canadian average per capita income for any given year will be that published by Statistics Canada for the year preceding the year in which the royalty payments are paid.
3. The Parties will work co-operatively to establish a mechanism for calculating the information required pursuant to 23.2.2.



## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Granting of fee simple interest within TH Traditional Territory

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

23.2.3 The Yukon shall Consult with a Yukon First Nation before granting a fee simple interest within that Yukon First Nation's Traditional Territory in any Resource.

### CROSS REFERENCED CLAUSES: 23.1.0

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Responsibility	Activities	Timing
Yukon	Notify TH of application for fee simple interest in any Resource within TH Traditional Territory. Provide details to TH.	Upon receipt of application for a fee simple interest in any Resource
TH	Prepare and present views.	Within reasonable time period indicated by Yukon
Yukon	Provide full and fair consideration to views presented.	Before granting the interest
Yukon	Communicate outcome to TI-I.	As soon as practicable

### Planning Assumption

1. As of Effective Date, Yukon does not grant fee simple interests in any Resource.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Changes to fiscal regime which would affect the Crown royalty regime

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH, other YFNs

### OBLIGATIONS ADDRESSED:

23.2.7 While the parties to the Umbrella Final Agreement acknowledge that nothing in the Umbrella Final Agreement constitutes any commitment to shared management of the Resources between Government and Yukon First Nations, the Yukon shall Consult with Yukon First Nations before making changes to the fiscal regime which would change the Crown Royalty regime.

**CROSS REFERENCED CLAUSES:** 23.1.0, 23.2.1.1

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Responsibility	Activities	Timing
Yukon	Notify YFNs of proposal to make changes to the fiscal regime which would change the Crown Royalty regime. Provide details,	Within a reasonable period of time in advance, when proposing a change
TH	Prepare and present views.	Within reasonable time period indicated by Yukon
Yukon	Provide full and fair consideration to views presented.	Prior to making amendments to fiscal regime
Yukon	Communicate decision to TH.	Following decision

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Change of location of route, road or highway

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** Settlement Land Committee ("SLC")

### **OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

- 3.2.5 Government, prior to or during the survey of a boundary of a Parcel which is described as a route, road, highway, or right-of-way for a route, road or highway, may, with the consent of the Settlement Land Committee, change the location of that route, road or highway, or right-of-way for a route, road or highway and the boundary of the Parcel shall change accordingly;

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
Government	Seek consent of SLC if proposing to change route, road, highway or right-of-way for a route, road or highway that serves as a boundary of a Parcel. Provide SLC with details of proposed change.	Prior to or during the survey of a boundary of a Parcel which is described as a route, road, highway or a right-of-way for a route, road or highway
SLC	In accordance with SLC arrangements and procedures, consider request for consent. Notify Government of decision.	Within reasonable period of time

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Rehabilitation of Settlement Land used as a haul road

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### **OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

3.2.6 Government, upon ending its use of a haul road used as part of a Quarrying Right, shall, at the request of the Tr'ondëk Hwëch'in, rehabilitate Settlement Land used as part of that haul road;

3.2.6.1 Where a dispute arises over the rehabilitation by Government of Settlement Land used by Government as a haul road as part of a Quarrying Right, either Government or the Tr'ondëk Hwëch'in may refer the dispute to the Surface Rights Board.

**CROSS REFERENCED CLAUSES:** None identified

Responsibility	Activities	Timing
Yukon	Notify TH of its intention to end use of a haul road used as part of a Quarrying Right.	After decision made to end use of haul road
TH	Determine if rehabilitation of Settlement Land used as part of the haul road is appropriate.	Following receipt of notice
TH	Notify Yukon of decision regarding need for rehabilitation of Settlement Land used as part of the haul road.	Within a reasonable time indicated by Yukon
Yukon	If requested by TH, rehabilitate Settlement Land that was used as part of the haul road.	Within a reasonable time following the TH request
	<u>If dispute arises over rehabilitation of Settlement Land used as part of the haul road</u>	
Yukon or TH	At discretion, refer dispute to the Surface Rights As necessary Board.	

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Alteration to Settlement Land to which a Specified Access Right applies

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### **OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

- 3.2.7 Government has the right for the purposes of maintaining a road, route or right-of-way to which a Specified Access Right applies, to significantly alter Settlement Land to which that Specified Access Right applies with the consent of the Tr'ondĕk Hwĕch'in, or, failing consent, an order of the Surface Rights Board setting out terms and conditions of such significant alteration;

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
Yukon	If, during the maintenance of a road, route or right-of-way to which a Specified Access Right applies, it appears necessary to significantly alter TH Settlement Land to which a Specified Access Right applies, notify TH of necessary alterations and provide details.	As necessary
TH	Review information provided by Yukon relating to the alteration of the TH Settlement Land in question to which a Specified Access Right applies. Grant or deny consent to alter that TH Settlement Land.  <u>If consent denied:</u>	Within a reasonable period of time following the notification
Yukon	At discretion, refer the issue to the Surface Rights Board to set out terms and conditions applicable to such significant alteration.	Within reasonable period of time
Yukon, TH	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Government closure of all or any portion of a Realigned Roadway

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### **OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

3.2.9 Government may, following Consultation with the Tr'ondëk Hwëch'in, close all or any portion of a Realigned Roadway in which case the Specified Access Right shall no longer apply to the closed Realigned Roadway or any portion thereof, as the case may be;

**CROSS REFERENCED CLAUSES:** Appendix A - Description of Settlement Land 3.2.8

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Responsibility	Activities	Timing
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.	When contemplating the closure of all or any portion of a Realigned Roadway
Yukon	Notify TH and provide details of proposal to close all or any portion of a Realigned Roadway.	Prior to initiating the process to close all or any portion of a Realigned Roadway
TH	Prepare and present views.	Within a reasonable time period as set out in the arrangements and procedures
Yukon	Provide full and fair consideration of views presented by TH. Notify TH of outcome.	After TH views presented to Yukon

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Removal of titles from the register in the Land Titles Office

**RESPONSIBLE  
PARTY:** TH

**PARTICIPANT/  
LIAISON:** Government

### OBLIGATIONS ADDRESSED:

#### Appendix A - Description of Settlement Land

3.3 Where a Parcel description provides that the Integral Parcel Process shall apply to one or more lots included in the Parcel for which a fee simple title is registered in the Land Titles Office, the following shall apply:

3.3.1 as soon as practicable after the Effective Date of this AGREEMENT, the Tr'ondëk Hwëch'in shall take all necessary steps to remove from the register in the Land Titles office the title to a specified lot and Government shall take all necessary steps to assist the Tr'ondëk Hwëch'in to that end;

3.3.2 the Tr'ondëk Hwëch'in shall not seek to register any instrument against or otherwise deal with the title to a specified lot so long as it is still registered in the Land Titles Office; and

3.3.3 the inclusion of a specified lot in the Parcel shall not be construed as an admission by Government that any aboriginal claims, rights, titles or interests in and to the specified lots which were abrogated by the prior grant by the Crown of fee simple title are or could be revived or recreated;

**CROSS REFERENCED CLAUSES:** Appendix A - Settlement Land Descriptions R-1A, R-14A, R-20A, R-22B, R-58B, R-64B, R-68B, R-69B, R-74B, R-84B, S-SOB, S-99B, S1O4FSID, S-155B, S-21 1B/D, C-7B, C-17B, C-78FS/D, C-79FSID, C-8OFS/D, C81FSID, C-82FS, C-84FSID

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Responsibility	Activities	Timing
Government	Identify process for removal of titles from the Land Titles Office. Identify where Government can assist TH in this process.	Upon request of TH

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
TH	Take all necessary steps to remove from the register in the Land Titles Office, the titles to required Lots.	As soon as practicable
Government	Assist TH in removing the titles to required Lots.	As necessary

### Planning Assumptions

1. The Integral Parcel Process applies to the following parcels as of Effective Date: R-1A, R-14A, R-20A, R-22B, R-58B, R-64B, R-74B, S-SOB, S-IS5B, S-211B/D, C-7B.
2. The Integral Parcel Process affects the following parcels if, within 24 months of the Effective Date, a specified reduction of the municipal boundary of the City of Dawson occurs: R-20A, R-58B, R-68B, R-69B, R-84B, S-99B, S-1O4FS/D, C-17B, C-78FS/D, C79FSID, C-8OFS/D, C-81FSID, C-82FS, C-84FSID.



## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Closure of portions of the right-of-way for the Stewart Crossing Dawson Road

**RESPONSIBLE  
PARTY:** Yukon

**PARTICIPANT/  
LIAISON:** TH

### OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

R-14A subject to the following Special Conditions:

- the Yukon shall close those portions of the right-of-way for the Stewart Crossing-Dawson Road shown on Plan 55530 CLSR, 31429 LTO lying within Parcel R-14A;

C-14B subject to the following Special Conditions:

- the Yukon shall close those portions of the right-of-way for the Stewart Crossing-Dawson Road shown on Plan 55530 CLSR, 31429 LTO lying within Parcel C-i 4B;

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
Yukon	Close above noted portions of the right-of-way for the Stewart Crossing-Dawson Road.	As soon as practicable
Yukon	Notify TH of closure of the portions of the right-of-way for the Stewart Crossing-Dawson Road.	After the portions of the right-of-way for the Stewart Crossing Dawson Road have been closed

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Closure of portions of the right-of-way for the Mayo-Dawson Road

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

R-14A subject to the following Special Conditions:

- the Yukon shall close those portions of the right-of-way for the Mayo Dawson Road lying within Parcel R-14A;

R-79B subject to the following Special Conditions:

- the Yukon shall close those portions of the right-of-way for the Mayo -Dawson Road shown on Plan 38059 CLSR lying within Parcel R-79B;

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
Yukon	Close above-noted portions of the right-of-way for the Mayo-Dawson Road.	As soon as practicable
Yukon	Notify TH of closure of the portions of the right-of-way for the Mayo-Dawson Road.	After the portions of the right-of-way for the Mayo-Dawson Road have been closed

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Closure of a portion of the right-of-way for the Old Top of the World Highway

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

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S-12B subject to the following Special Condition:

- the Yukon shall close that portion of the right-of-way for the Old Top of the World Highway lying within Parcel S-12B1;

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
Yukon	Close that portion of the right-of-way for the Old Top of the World Highway lying within Parcel S-12B1.	As soon as practicable
Yukon	Notify TH of closure of that portion of the right-of-way for the Old Top of the World Highway.	After the portion of the right-of-way for the Old Top of the World Highway has been closed

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation with Yukon on Existing Heritage Resources

**RESPONSIBLE PARTY:** TH

**PARTICIPANT/ LIAISON:** Yukon

### **OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

S-93B subject to the following Special Conditions:

- the existing Heritage Resources located on the Parcel shall not be disturbed prior to Consultation with the Heritage Branch of the Yukon;

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
TH	Notify Yukon of proposed disturbance of the existing Heritage Resources situated on Parcel S-93B.	Within reasonable period of time prior to disturbance
Yukon	Prepare and present views to TH.	Within reasonable period of time indicated by TH
TH	Provide full and fair consideration of views presented by Yukon. Notify Yukon of outcome.	Within a reasonable period of time

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Closure of portions of the right-of-way for the Old Dempster Highway

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

- S-124B subject to the following Special Condition:
- the Yukon shall close those portions of the right-of-way for the Old Dempster Highway lying within Parcel S-124B,
- S-143B subject to the following Special Condition:
- the Yukon shall close those portions of the right-of-way for the Old Dempster Highway lying within Parcel S-143B1,
- S-202B subject to the following Special Conditions:
- the Yukon shall close those portions of the right-of-way for the Old Dempster Highway lying within Parcel S-202B1,
- S-204B subject to the following Special Condition:
- the Yukon shall close those portions of the right-of-way for the Old Dempster Highway lying within Parcel S-204B1,

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
Yukon	Close those portions of the right-of-way for the Old Dempster Highway lying within Parcels S-124B, S-143B1, S-202B1, and S-204B1.	As soon as practicable
Yukon	Notify TH of closure of the portions of the right-of-way for the Old Dempster Highway.	After the portions of the right-of-way for the Old Dempster Highway have been closed

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Narrowing of right-of-way for the Old Top of the World Highway

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

S-186B subject to the following Special Condition:

- the Yukon shall narrow, to 30 metres, that portion of the right-of-way for the Old Top of the World Highway shown approximately by a dashed line designated as Old Top of the World Highway on Territorial Resource Base Map 116 C/I lying within Parcel S-186B1,

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
Yukon	Narrow that portion of the right-of-way for the Old Top of the World Highway shown approximately by a dashed line designated as Old Top of the World Highway on Territorial Resource Base Map 116 C/I lying within Parcel S-186B1.	As soon as practicable
Yukon	Notify TH of narrowing of the portion of the right-of-way for the Old Top of the World Highway.	After the portion of the right-of-way for the Old Top of the World Highway has been narrowed

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Closure of portions of the right-of-way for the Hunker Road

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** TH

### OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

C-3B subject to the following Special Condition:

- the Yukon shall close those portions of the right-of-way for the Hunker Road shown on Plan 10354 CLSR lying within Parcel C-3B,

C-42B subject to the following Special Condition:

- the Yukon shall close those portions of the right-of-way for the Hunker Road shown on Plan 10354 CLSR lying within Parcel C-42B,

**CROSS REFERENCED CLAUSES:** None identified

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Responsibility	Activities	Timing
Yukon	Close above-noted portions of the right-of-way for the Hunker Road.	As soon as practicable
Yukon	Notify TH of closure of the portions of the right-of-way for the Hunker Road.	After the portions of the right-of-way for the Hunker Road have been closed

# **TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

## **ANNEX B -- COMMISSIONS, COUNCILS AND COMMITTEES**

### **Application**

This Annex applies as provided herein to the:

Regional Land Use Planning Commission

Settlement Land Committee

Dawson District Renewable Resources Council

hereinafter called the "Boards".

### **Contents**

This Annex has five parts:

Part 1 - General Provisions

Part 2 - Board Training and Cross-Cultural Orientation and Education

Part 3 - Arrangements for the Provision of Aboriginal Language Services to the Boards

Part 4- Board Mandates and Activities

Part 5 - Board Budgets and Related Arrangements.

These parts, as they apply, are to be read together. Their provisions reflect the agreement of the Parties with respect to the establishment and operation of the Boards, and the related arrangements and activities which the Parties expect to perform in those connections.



# TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

## Part 1 - General Provisions

### **Initial Nominations and Appointments:**

#### **Dawson District Renewable Resources Council**

Each party has a right to nominate Dawson District Renewable Resources Council ("RRC") members as provided by the THFA in paragraph 2.12.2, 16.6.2 (all), 16.6.4 (all) and 16.6.5 (all).

The process of nomination and appointment will require each party to identify, recruit and select nominees in an effective manner. The procedures and criteria to be used in that respect are within the discretion of the nominating party.

To establish the initial complement of RRC members, each party should commence its procedures to identify prospective nominees upon ratification of the THFA by all Parties. The Minister will request nominations pursuant to THFA 2.12.2.2 as soon as practicable after the date of signing by the Parties.

Nominations, including a statement of the initial term for which a particular nomination may be made (THFA 16.6.5.1, 16.6.5.2), shall be forwarded to the Minister within the time provided by THFA 2.12.2.2. The Minister will appoint the nominees in sufficient time for the RRC to be in place as indicated in Part 4 of this Annex.

To facilitate these procedures, each party should confirm that its proposed nominees are ready to serve on the RRC prior to submitting its nominations to the Minister. If a nominee declines an appointment, the Minister and the nominating party should take steps as soon as practicable to ensure that a new nominee is identified and appointed.

### **Initial Nominations and Appointments:**

#### **Regional Land Use Planning Commission and Settlement Land Committee**

The initial nominations and appointments for the Regional Land Use Planning Commission ("RLUPC") and Settlement Land Committee ("SLC") will be made as provided in Part 4 of this Annex..

## **TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

### **On-Going Process for Nominations and Appointments: Dawson District Renewable Resources Council and Regional Land Use Planning Commission**

#### **1. Replacement of Board Members**

Upon termination of the initial appointments, the Parties should follow the procedures outlined in THFA 2.12.2.2 to 2.12.2.4 and above, in respect of the initial appointments, to ensure that repeat or replacement nominations are submitted and appointments take effect in a timely manner. The Parties should use best efforts to avoid vacancies arising on the Boards due to failures in the nominating or appointing process.

If a vacancy during term arises on a Board, the Parties should follow the same procedures to ensure that a replacement nominee is appointed at the earliest practicable date for a term consistent with the provisions of THFA 2.12.2.11.

#### **2. Removal for Cause**

The authority to remove a Board member lies with the appointing Minister. It is acknowledged that the Minister will choose whether to exercise that authority on the basis of any relevant information which the Minister may receive. However, the Minister should act to remove a Board member only after consultation with the nominating party, subject to requirements for confidentiality. A replacement for the member removed should be nominated and appointed as soon as practicable.

Where a Board chooses to specify grounds for the removal of a member pursuant to THFA 2.12.2.7, that Board should communicate those grounds in writing to the nominating parties and the Minister as soon as those grounds have been adopted by the Board.

#### **3. Resignation of a Member**

A Board may wish to establish rules or procedures concerning the resignation of Board members. It is recommended that Board members who wish to resign during their term be required to communicate their resignation in writing to the Board, and that the Board immediately advise the Minister of the resignation. A replacement for the member who resigned should be nominated and appointed as soon as practicable.

### **Organization of the Board**

The RRC and RLUPC, within the first 60 days after being established by appointments, should convene at least one meeting. The initial meeting of the Board should be convened by the members with such organizational assistance from the appointing Minister or Minister's representative as may be required to complete the necessary arrangements.

## **TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

At its initial meeting or as soon as practicable thereafter, each Board should address:

- (a) the selection or nomination of a Chair and/or Vice-Chair, as the THFA may provide in respect of that Board;
- (b) any rules and procedures which it may require pursuant to THFA 2.12.2.7 and 2.12.2.10;
- (c) the Board budget and the completion of related financial arrangements;
- (d) any organizational and policy matters, and arrangements with respect to support services and facilities required for the discharge of its mandate under the THFA; and
- (e) any arrangements required with respect to the training and cross-cultural orientation and education of Board members.

### **Board Services and Facilities**

It is expected that the RRC and RLUPC will arrange for the support services and facilities they require. The Boards may co-operate in these arrangements, as they may find convenient. In determining their arrangements, the Boards should consider the training and economic opportunities which may be made available to Yukon First Nations, and the specific provisions of the THFA.

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Part 2 - Board Training and Cross-Cultural Orientation and Education

Part 2 applies to the Dawson District Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee ("SLC").

For the purposes of THFA 2.12.2.9, 28.3.5, 28.3.7 and the SLC, Board training should include:

1. training in Board procedures and functions;
2. training directed to improve Board members' ability to carry out their responsibilities in the field or fields within the mandate of the Board;
3. familiarization with the provisions of the THFA; and
4. cross-cultural orientation and education.

#### 1. Board procedures and functions

This training should reflect both internal Board needs and needs of the Board in relation to public process. It should enable a Board to develop the internal rules it may require and to develop its approach and organization for decision-making. This latter area may include matters of policy development, planning, prioritization, time management and financial management. The timing of the different aspects of this training may vary from Board to Board.

It is strongly recommended that each Board assess and take steps, including budget provisions, to address its training requirements in these areas as soon as practicable after the Board is established. These requirements should be reassessed and addressed accordingly within 90 days after the termination of the initial appointments, for the benefit of the replacement nominees. The Board's previous training activities should be considered by subsequent members when assessing their training needs and the means by which those needs may be addressed.

Refresher training or specific needs for procedural advice during the term of a Board should be left for each Board to address as it deems necessary.

## **TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

### **2. Training related to Board Mandate**

Each Board should assess and take the steps necessary, including budget provisions, to address the training needs of its members which will enable them to improve their ability to carry out their responsibilities in the field or fields within the Board's mandate. It is recommended that this occur as soon as practicable in the first year of each Board's term and at least annually thereafter. The specific program or initiatives to be taken in this area should be left to each Board to decide and arrange as it may require.

### **3. Familiarization with the THFA**

The Parties have an interest in ensuring that the members of each Board understand the purposes of the Board under the THFA. The Parties also have an interest in ensuring that this understanding is achieved through appropriate, balanced procedures.

As provided in THFA 28.3.7, the Parties should jointly inform each Board about relevant provisions of the THFA and THFA Plan. This information program should be carried out in a co-operative, co-ordinated way. It should be completed as soon as is practicable after the Board is established, at a time convenient to the Board and the Parties.

Each party should designate representatives who will participate in this program. The designated participants should include persons who will facilitate the program generally, as well as persons who have actual knowledge of the negotiations and considerations which led to the provisions of the agreements in each area.

### **4. Cross-Cultural Orientation and Education**

On-going cross-cultural awareness and sensitivity is important for the effective working of the Boards.

It is strongly recommended that each Board consider and take the steps necessary, including budget provisions, to ensure that its members have the benefit of cross-cultural orientation and education. This should be considered and addressed as soon as practicable in the term of each Board, and thereafter as may be required.

It is expected that cross-cultural orientation and education will relate to the mandate of each Board and address cultural values, attitudes, strengths and differences in ways that enable the members of each Board, as a cross-cultural group, to work well together to fulfil their mandate.

## **TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

### **Part 3 -Aboriginal Language Services**

This Part applies to the Dawson District Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee.

The Boards should be able to conduct their proceedings in aboriginal languages when appropriate.

Aboriginal language services in Yukon are currently the subject of a multi-year agreement between Canada and Yukon. It is expected that aboriginal language services will be available to the Boards pursuant to such agreements as may be in place from time to time or through contracting with individuals or organizations for the services desired.

It is expected that all best efforts will be made to ensure that the language services the Boards may require will be available to them at the earliest practicable date.

# TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

## Part 4- Board Mandates and Activities

The following provisions address the mandate, the expected activities, and the relevant specific arrangements, in respect of each of the Boards.

### REGIONAL LAND USE PLANNING COMMISSION

#### Mandate

The Regional Land Use Planning Commission ("RLUPC") shall develop a regional land use plan and shall recommend it to Government and TH for approval.

#### Organizational Structure

Canada, TH and any other affected Yukon First Nations may agree to establish the RLUPC at any time after the Effective Date of the THFA.

The RLUPC shall have no less than six (6) members. Canada shall consult with Yukon prior to nominating its members, and TH shall nominate its members as soon as practicable after agreement to establish the RLUPC. The nominations shall be selected in accordance with THFA 11.4.2 (all) and 11.4.3.

Appointments will be made by the Minister of Indian Affairs and Northern Development ("the Minister").

The members of the RLUPC may choose a Chair from amongst its members. The provisions of 2.12.2 shall apply to the RLUPC.

#### Operations

The RLUPC shall convene a meeting as soon as practicable after it is established.

The RLUPC shall prepare an annual budget, after Consultation with TH and any other affected Yukon First Nation, and shall submit that budget to the Yukon Land Use Planning Council ("Council") (THFA 11.9.1). The Council shall review the budget, and, after Consultation with the RLUPC, shall propose the budget to the Minister for the preparation of regional land use plans. The budget approval process will respect the

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

discretion for the allocation of funds available to the RLUPCs pursuant to Part 2 Schedule 1 of the UFA IMPLEMENTATION Plan. Canada shall pay the approved expenses of the RLUPC to the Council from the amounts described in Part 2 of Schedule 1, preferably by way of a multi-year contribution AGREEMENT. The Council shall pay the approved expenses to the RLUPC, preferably by way of a multi-year contribution AGREEMENT.

The RLUPC may establish a local office. Within the approved budget, the RLUPC may engage and contract technical or special experts for assistance and may establish a secretariat to assist it in carrying out its functions (THFA 11.4.5.1).

### Activities

The RLUPC shall prepare and recommend a regional land use plan to Government and the affected Yukon First Nations within a time frame established by Government and the affected Yukon First Nations (THFA 11.4.4). In carrying out its obligations under THFA 11.4.4, the RLUPC shall undertake the activities described in THFA 11.2.0, 11.4.5.3 to 11.4.5.9, 11.5.1, 11.6.1, 11.6.3, 11.6.5 and Chapter 10 Schedule A 13.2.

The RLUPC may undertake the activities described in THFA 11.4.5.1 and 11.4.5.10. The RLUPC may carry out activities associated with THFA 11.4.5.10 with a reduced number of members.

## SETTLEMENT LAND COMMITTEE

### Mandate and Activities

Each Settlement Land Committee ("SLC") shall be responsible for:

- the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement Land;
- determining priorities for the survey of all Settlement Land;
- indicating to the Surveyor General portions of boundaries, if any, of those Special Management Areas which should be considered for definition by survey in order to better serve the mutual interests of TH and the public;
- receiving requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People; and
- determining whether it is practicable to give effect to such requests and recommending to Canada or the Yukon, as the case may be, that it take such steps as the SLC considers appropriate.



## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

### Guidelines

- Interim use of Site Specific Settlement Land;
- a report of "...requests relating to the use and enjoyment of Proposed Site Specific Settlement Land..." will be kept by the SLC;
- "...the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement..." will primarily be the responsibility of TH as the entire Proposed Site Specific Parcel will have been agreed to by all Parties. The other members of the SLC will have only to ensure that the selected area is within the Proposed Site Specific Parcel and that it is adequately defined for survey purposes;
- it is not intended that the SLC act as a substitute for "land use planners". The SLC will only be responsible for making recommendations concerning requests to "occupy" the land but will not be required to approve specific uses in the event that the land is developed; and
- any other activities contained in the THFA.

### Organizational Structure

The SLC shall be established no later than one month after the signing of the THFA. The representatives to the SLC shall be appointed as follows:

#### Canada Representative

The Department of Indian Affairs and Northern Development will appoint one person to represent the Department when the Settlement Land being dealt with was formerly under federal administration.

The representative will be experienced in land issues, including survey requirements, and will have the authority to speak on behalf of the Department.

The position will be filled by the same person for the life of the SLC where possible.

#### Yukon Representative

Yukon will appoint one person to represent Yukon when the Settlement Land being dealt with was formerly under Yukon administration.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

The representative will be experienced in land issues, including survey requirements, and will have the authority to speak on behalf of the Yukon.

The position will be filled by the same person for the life of the SLC where possible.

### TH Representatives

TH will appoint two persons to represent TH for all land selections negotiated by TH.

The representatives will be experienced in land issues, including survey requirements.

The positions will be filled by the same persons for the life of the SLC, where possible.

### Chair

The Chair for the SLC will be appointed by the Surveyor General for Canada. The Surveyor General may decide not to appoint the same person for all SLCs.

The position of Chair will be filled by the same person for the life of the SLC where possible.

The Chair will be an experienced Canada Lands Surveyor with authority to speak on behalf of the Legal Surveys Division of Natural Resources Canada ("NRCan").

NRCan will employ, to the extent possible, local personnel to record and document all decisions made at SLC meetings.

## **Operations**

The SLC will operate as follows:

### Decision Making

All decisions will be made by consensus, and, in the event that a decision cannot be reached, the problem will be referred to the Dispute Resolution process as described in section 26.3.0 of the THFA. The Chair will decide at what point there is an impasse on any particular decision.

### Meetings

Meetings will be called by the Chair, and will normally occur two to three times each year. Normally, there will be one meeting in the winter, to establish and review priorities, and one in the spring to review and approve survey reports and plans. Other

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

meetings may occur as needed. Meetings will be held in Dawson unless reasons arise that make it more reasonable to meet elsewhere. Regardless, all members of the SLC will be consulted regarding the proposed location of the meeting. Funding has been provided by Canada to TH to enable its nominees to participate in the SLC proceedings. Meeting facilities will be provided by TH when the meetings are held in Dawson.

### Chair Responsibilities

- To ensure that the SLC is in place as soon as is practicable following the signing of the THFA;
- To hold the first meeting as soon as practicable, as the parties agree;
- To ensure that detailed information regarding land selections which has been prepared by the negotiators is made available for all meetings;
- To ensure that necessary support information is made available by Government and TH land administrators for all meetings;
- To ensure that records of decisions for all meetings are recorded and distributed to participants;
- To present (at the plan approval stage) the surveyor's report to the SLC. TH shall indicate the process by which TH consent will be secured;
- To make every effort to reduce the number of decisions which are forwarded to the Dispute Resolution Board; and
- In collaboration with the SLC members, to alter guidelines and procedures to reflect the needs of the TH.

Subject to any amendment of the Plan by the Parties, Canada shall pay to TH \$38,229 (1997 constant dollars) as its share of the amount identified for SLCs.

## DAWSON DISTRICT RENEWABLE RESOURCES COUNCIL

### **Mandate**

In TH Traditional Territory, the Dawson District Renewable Resources Council ("RRC") shall be established as of the Effective Date, as a primary instrument for local renewable resources management in the Traditional Territory as set out in the THFA 16.6.1, 16.6.1.1.

## TR'ONDĚK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

The RRC acting in the public interest may make recommendations to the Minister, the TH, the Fish and Wildlife Management Board and the Salmon Sub-Committee on any matter related to Fish and Wildlife (THFA 16.6.9).

The RRC may make recommendations pursuant to THFA 16.6.10.

The RRC may make recommendations to the Minister and TH with respect to Forest Resources Management on Settlement Land and Non-Settlement Land within the Traditional Territory, including:

- the coordination of Forest Resources Management throughout the Yukon and in TH Traditional Territory;
- the need for, and the content and timing of, Forest Resources inventories and management plans;
- the policies, programs and Legislation which affect Forest Resources;
- proposals for Forest Resources research;
- forest fire suppression plans, including the human, technical and financial resources required, the definition and establishment of priority zones for fire fighting and procedures for the monitoring, periodic review and amendment of the plans;
- the allocation and use of Forest Resources for commercial purposes, including the terms and conditions of tenure, standards of operation, rates of harvest and means of access to Forest Resources;
- employment opportunities and training requirements in Forest Resources Management and commercial Forest Resources harvesting;
- measures for the control of forest pests and diseases; and
- other matters relating to the protection and management of Forest Resources -THFA 17.4.0 (all).

### **Organizational Structure**

The RRC shall be comprised of six members and shall be established as of the Effective Date of the THFA (THFA 16.6.2).

The Minister of Renewable Resources shall nominate three persons to the RRC (THFA 16.6.2).

TH shall nominate three persons to the RRC (THFA 16.6.2).

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The Minister and TH may each nominate one additional member as an alternate member to the RRC (THFA 16.6.2.1, 16.6.2.2).

An alternate member of the RRC may only receive remuneration and travel expenses in the absence of a member nominated by the party which nominated the alternate (THFA 16.6.2.3).

An alternate member of the RRC may only vote in the absence of a member nominated by the party which nominated the alternate (THFA 16.6.2.3).

RRC members shall be resident within TH Traditional Territory and shall have lived in the Traditional Territory for at least one year immediately prior to their appointment and shall have long term familiarity with renewable resources in the Traditional Territory (THFA 16.6.4, 16.6.4.1, 16.6.4.2).

When nominating individuals for appointment to the RRC, the Minister of Renewable Resources and TH shall make reasonable attempts to reach a consensus as to the respective individuals to be nominated (THFA 16.6.4.3, 16.6.4.4 (all), 16.6.4.5).

The Minister of Renewable Resources shall appoint the nominees to the RRC (THFA 2.12.2.3, 2.12.2.4).

With the consent of the Minister of Renewable Resources and the TH, the RRC may merge with other Renewable Resources Councils to establish a regional Council with the same powers and responsibilities as a Renewable Resources Council (THFA 16.6.12).

Appointments to the RRC shall be for three years, except for the initial appointments. For the initial appointments one TH nominee and one Minister's nominee shall be appointed for one year, one TH nominee and one Minister's nominee shall be appointed for two years, and one TH nominee and one Minister's nominee shall be appointed for three years (THFA 16.6.5.1). All appointments of the alternate members shall be for a three year term (THFA 16.6.5.2).

All appointments to the RRC shall be during good behaviour (THFA 16.6.5).

### Operations

The RRC shall determine its own procedures for selecting its chairperson from its membership (THFA 16.6.3).

The Minister of Renewable Resources shall appoint the chairperson selected by the RRC (THFA 16.6.3).

In the event that the RRC fails to select a chairperson within 30 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the RRC after

## TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN

Consultation with the RRC (THFA 16.6.3.1).

The RRC shall make provisions for public involvement in the development of its decisions and its recommendations (THFA 16.6.6).

The RRC shall prepare an annual budget, subject to review and approval by Government, pursuant to THFA 16.6.7. The budget shall be in accordance with Government guidelines (THFA 16.6.7 (all)).

### Activities

The RRC shall undertake activities as may be found in:

- Chapter 10, in particular, 10.3.3 and 10.5.5, Schedule A 5.4, 6.5;
- Chapter 16, in particular, 16.3.14.1, 16.5.1.4, 16.5.1.10, 16.5.1.12, 16.5.1.15, 16.6.0 (all), 16.7.7.1, 16.7.12.7, 16.7.12.8, 16.7.12.9, 16.7.12.10, 16.7.14, 16.7.15, 16.7.17.12(d), 16.8.0 (all), 16.9.1.5, 16.9.2, 16.9.4, 16.9.8, 16.9.16, 16.11.2, 16.11.3.4, 16.11.9.1, 16.11.10 (all), 16.13.2, 16.13.3, Schedule B 4.2, Schedule C 3.2; and,
- Chapter 17, in particular, clauses 17.2.2 and 17.4.0 (all), 17.5.4.1.

Further information concerning activities associated with the RRC can be found in THFA Plan Annex A for the referenced clauses including but not limited to:

10.3.3, 10.5.5;  
16.6.2.1, 16.6.4.3, 16.6.15, 16.9.1.3(a), 16.9.1.5, 16.9.16, 16.11.3.4, 16.11.9.1,  
16.11.10.5, 16.13.2; and,  
17.2.2, 17.5.4.1.

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## Dawson District Renewable Resources Council

### Year 1 Budget

All amounts expressed in 1997 constant dollars:

Administration	\$26,623
Meetings	\$42,598
Support	<u>\$11058</u>
	\$80,279

### Multi-Year Forecast

All amounts expressed in 1997 constant dollars:

Year 1	Year 2	Year 3
\$80,279	\$80,279	\$80,279

## **TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

### **Part 5- Budget Procedures and Financial Arrangements**

1. The recommended first annual budget and a multi-year financial forecast for the Dawson District Renewable Resources Council ("RRC") is attached to the description of the Board in Part 4 of Annex B. Annual budgets prepared by the RRC in subsequent years will provide greater detail than that provided in the Year 1 Budget to better reflect the operational requirements of the RRC.
2. It is understood that the allocation for the RRC set out in this Plan is stated as 1997 constant dollars.
3. If the Minister requests the RRC or Regional Land Use Planning Commission to perform an activity that is not part of the Board's approved budget for a given year, the Board may request additional funding and the Minister shall consider the request.



## ANNEX C -- INFORMATION STRATEGY

### General Requirements

1. 28.3 .2.4 specifies that an information strategy be included in the THFA Plan to enhance community and general public awareness of the THFA and implementation plans.
2. The following guidelines apply to this information strategy:
  - (a) To the extent possible, the TH strategy will be consistent and will utilize information developed as part of the UFA Information Strategy.
  - (b) Information distribution will be coordinated by the Parties. The Parties may agree to focus on specific information areas.
  - (c) Those areas of the agreements which require TH to maintain public registers, publish reports, etc. are deemed to be covered in the activity sheets in Annex A and are not considered as part of this strategy.
  - (d) It is assumed that the various local boards and committees, described in Annex B, will carry on their own information programs.
  - (e) The Parties will carry out their responsibilities in this information strategy within their existing resources and programs, exploring cost-effective options to communicate information about the THFA, and, to the extent practicable, taking advantage of opportunities to coordinate their efforts and avoid duplication.

### Integration with UFA Strategy

3. The TH strategy shall concentrate on those areas of the THFA not covered in the materials produced under the UFA Information Strategy.
4. To the extent practicable, the Parties intend to utilize the UFA Land Claim Briefing Book and to develop inserts or additions to expand on THFA provisions.
5. Where appropriate, TH may develop material in conjunction with or in addition to the CYI inserts in the central newsletter referenced in the UFA Information Strategy, and/or may use CYI information and TH information in local publications.

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### Utilization of Ratification Information

6. Whenever possible, information developed as part of the TH ratification process shall be utilized. This includes publications, audio tapes and videos.

### General Division of Responsibilities under this Information Strategy

7. Government will have primary responsibility for informing the general public with regard to the provisions of the THFA, THSGA and specific areas set out in paragraph 13.
8. TH and Government will share responsibility for informing the local community of the provisions of the THFA, THSGA and specific areas set out in paragraph 13.
9. TH will have primary responsibility for informing TH citizens of the provisions of the THFA, THSGA and specific areas set out in paragraph 13.
10. TH and Government will coordinate information and activities that relate specifically to issues within TH Traditional Territory arising from the THFA by sharing advance drafts of communications materials. Government is not expected to share advance drafts of materials that relate to territory-wide issues in the THFA.
11. Upon request, and to the extent possible, Government will provide to TH, publications and other written materials prepared by Government, for distribution by TH.
12. Government will make best efforts to provide interpreter services to TH people and language services programs as may be in place from time to time.
13. The following table summarizes areas of the THFA and THSGA in which it is anticipated that information may be required from time to time. This list is not meant to be exhaustive but to serve as an initial guide in scoping the effort.

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### POTENTIAL AREAS FOR INFORMATION DISTRIBUTION

Chapter/Clause	Area of Concern	Note/Comment
2.2.0 (all) and THSGA 3.0 (all)	Continuation of rights	-
2.9.3.1	Administration of overlap	Note 1
3.10.0 (all)	Continued enrollment	-
5.3.0 (all)	Maps and land descriptions	Note 1
Chapter 6	Access information (terms, trespass)	Note 1
Chapter 10	Special Management Area use and management	Co-ordinate with RRC
Chapter 13	Heritage sites (location, terms, accidental discovery)	Co-ordinate with RRC Note 1
Chapter 14	Traditional Use	-
Chapter 15	Identification of Site Specifics	Note 1
Chapter 16	General management	Co-ordinate with RRC
Chapter 17	Access, use	-
Chapter 18	Specified Substances vs. mineral use	-
Chapter 20	Settlement Corporation information	-
Chapter 21	Land taxation	-
Chapter 22	Economic development and employment opportunities	-
Chapter 24	TH as legal entity [THSGA 9.0 (all)], delegation of power [THSGA 12.0 (all)], law and justice applications [THSGA 13.0 (all)], tax laws and status [THSGA 14.0 (all), 15.0(all)]	-
28.0	Training plan	-

Note 1: Canada will provide to TH, upon request and to the extent practicable, maps and legal descriptions of Settlement Land described in 5.3.1.

Note 2: Upon request, Canada will provide to Tr'ondĕk Huch'in and TH, information pursuant to 22.5.5 and 22.5.6.

Note 3: Programs transferred under THSGA 17.0 (all) are assumed to carry their own information strategy and are not covered here. Exceptions are current Department of Indian Affairs and Northern Development programs which may require consideration under this plan.

**ANNEX I) -- ECONOMIC PLANNING**

**1.0 Economic Planning**

1.1 For the purpose of the THFA Plan, TH and Government agree that economic activity by TH as a result of economic and employment opportunities arising from the THFA will benefit from a cooperative approach towards implementation of the THFA.

1.2 TH and Government agree that economic and employment planning are best achieved when the following principles are considered:

1.2.1 effective communication regarding current programs, policies, initiatives and other matters to assist in the accessing of economic opportunities;

1.2.2 development of effective intergovernmental relationships between the Parties;

1.2.3 effective utilization of existing Government programs and other resources to assist in economic planning; and

1.2.4 cooperation between TH and Government in the monitoring, review, evaluation and modification of their own economic development programs, policies and initiatives.

1.3 The following will be helpful to accomplish the planning provisions and objectives of the THFA and are consistent with the principles in 1.1 and 1.2:

1.3.1 Early establishment of the relationship between the Parties to ensure understanding and application of the economic and employment provisions of the THFA;

1.3.2 Coordination of activities necessary to putting economic and employment planning provisions into effect; and

1.3.3 Review and identification of existing Government programs, services, finances and other resources which can be accessed or modified consistent with Government policy from time to time, to enable planning and implementation of THFA Chapter 22.

## **TR'ONDEK HWĚCH'IN FINAL AGREEMENT IMPLEMENTATION PLAN**

### **ANNEX E -- COORDINATION OF THFA AND THSGA IMPLEMENTATION**

#### **General Requirements**

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

#### **Responsibilities**

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

#### **Specific Areas of Implementation Coordination**

5. All funds flowing to TH for implementation shall be transferred to TH through the financial transfer agreement process described in THSGA 16.0 (all).
6. The Dispute Resolution process of THFA Chapter 26 shall be used to resolve all THSGA disputes as described in THSGA 24.0 (all).
7. The THFA Plan general review process described in paragraph 6.1 of the THFA Plan and in THSGA 6.6.3 and 6.6.4 may be carried out simultaneously and in a coordinated fashion. Further, these reviews may be timed in such a way as to provide input to the negotiations to a new THFTA as specified by THSGA 16.3.6 and 16.12.
8. The information strategy carried out pursuant to the THFA Plan (Annex C) shall consider the THFA, the THFA Plan, THSGA and the THSGA Plan.

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9. The training needs for TH shall be integrated into a single plan which will take into account the training requirements of the THFA, the THFA Plan, THSGA and the THSGA Plan.

### Other Potential Areas Requiring Coordination

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

#### POTENTIAL AREAS REQUIRING IMPLEMENTATION COORDINATION

(may include but are not limited to:)

REFERENCED CLAUSE (THFA)	REFERENCED CLAUSE (THSGA)	AREA OF CONCERN
Definitions	Definitions	Consistent application
2	3	Rights of citizens and beneficiaries as Yukon Indian People
2.3.6	21.1	THFA amendments published in TH law register
2.7.1	16.4.2	Disclosure of information
2.11 .4.1	Self-Government Legislation	Legal entity
5	25	Compatible land use regarding Appendix A Settlement Land and adjacent Non-Settlement Land
5	28	TH laws on Part 2, Appendix B Settlement Lands
19	16.8	THFTA calculation regarding compensation
20	15.2, 15.3.5	Tax status of settlement corporations
20.6	14	Income tax
20.7.1	14.1	Property taxation assistance
2 1.2.1	14.9	Property Taxes
21.2.3	14.9	Property Taxes
21.2.4	14.6	Property Taxes
21.2.5.1	14.9, 14.10, 14.11, 14.12	Property Taxes
21.3	14.11, 14.12	Property taxes

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21.2.4	26	Local Government Service Agreements
21.3	26	Local Government Service Agreements
		21.426Local Government Service Agreements
24.10.1	5.2	Amendment of Self-Government Legislation
THFA	8.2.1, 8.3	Inconsistency and conflict