

The Ta'an Kwach'an Council Self-Government Agreement

Among

The Ta'an Kwach'an Council

and

Her Majesty the Queen in Right of Canada

and

The Government of the Yukon

This Agreement made this 13th day of January, 2002.

AMONG:

The Ta'an Kwach'an Council, as represented by the Hereditary Chief of the Ta'an Kwach'an Council (hereinafter referred to as the "Ta'an Kwach'an Council")

AND:

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

AND:

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

being the Parties (collectively referred to as "the Parties") to this Ta'an Kwach'an Council Self-Government Agreement (hereinafter referred to as "this Agreement").

WHEREAS:

the Ta'an Kwach'an Council has decision-making structures based on a moiety system and are desirous of maintaining these structures;

the Parties wish to support and promote the contemporary and traditional political institutions and processes of the Ta'an Kwach'an Council ;

the Parties have negotiated the Ta'an Kwach'an Council Final Agreement, securing the rights and benefits therein including a commitment to negotiate this Agreement;

the Ta'an Kwach'an Council and its Citizens assert, subject to Settlement Agreements, continuing aboriginal rights, titles and interests;

the Parties wish to achieve certainty with respect to the relationship between the Ta'an Kwach'an Council and Government, including jurisdiction over land and other resources within the Traditional Territory of the Ta'an Kwach'an Council;

the Parties wish to provide for the effective management, administration and exercise of the rights and benefits of the Ta'an Kwach'an Council and its Citizens which are secured by the Ta'an Kwach'an Council Final Agreement;

the Parties recognize and wish to protect a way of life that is based on an economic and spiritual heritage between Ta'an Kwach'an Council Citizens and the land;

the Parties wish to protect the cultural and political distinctiveness, economic self-sufficiency and social well-being of Ta'an Kwach'an Council Citizens; and

the Ta'an Kwach'an Council, Canada and the Yukon have authorized their representatives to sign this Ta'an Kwach'an Council Self-Government Agreement;

NOW THEREFORE,

in accordance with Chapter 24 of the Ta'an Kwach'an Council Final Agreement, and in consideration of the terms, exchange of promises, conditions, and provisos contained herein, the Parties agree to the following:

Signed at Whitehorse, Yukon, this 13th day of January, 2002.

The Ta'an Kwach'an Council:

Glenn Grady
Glenn Grady, Hereditary Chief

John R. Jones
Witness

John Burdek
John Burdek, Chairperson

James Kookey

Hail Anderson

Ernie Smith

Jacqueline R. Bazett

Marianne Dineen

Edythe Maloney

Kathleen Jones

Harold Chambers

Michelle Liddell

Robert

Carol Elopson

Walter

Zophie M. Miller

Stan

Clive M. Knie

Ta'an Kwach'an Witnesses

Ruth Massie
Fred Irons
E Jackson
Cynthia Little
Juni Davis
Doreen Brady
Anita Smith
Ann Johnson
Lillian Ruth Mays, 21T.
P. Brown
Lillian Jacob
Kace Billy
B. Miller
Lynette L. Haney
Chelsea Kover
Lillian Clutter
Georgina Clutter
Elizabeth Clutter
F. S. E. Clutter

London Harrison
Geraldine Jones
Dorothy Clutter
Lillian
M. Luster
Judith
Dorothy Jones
Doris Vance
Roberta Behm
Jenikka* Stewart
Charlotte Kane
J. W. Jacobs
Lillian Clutter
Mona Luster
Stephen J. Mills
Janet Clutter
Patricia Buss

Ta'an Kwach'an Witnesses

Witnessed at Whitehorse, Yukon, this 17th day of January, 2002

Robert Boudry
P. J. Wise

Her Majesty The Queen Witnessed

Shelma Sander

William Sander *William Sander*

J. Sander

Witnessed

John Sander
T. E. Kooze

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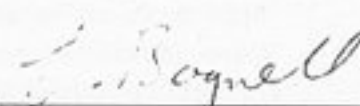
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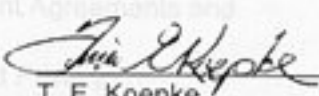

The Honourable Robert D. Nault
Minister of Indian Affairs
and Northern Development

Witnesses:


Larry Bagnell

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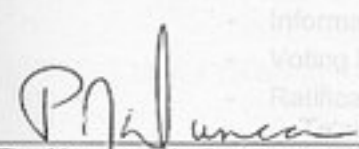
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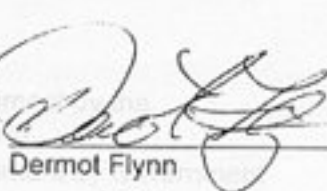
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The Government of the Yukon:

The Honourable Pat Duncan
Government Leader of the Yukon

Witnesses:

Dermot Flynn



Al Jones

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PART I
GENERAL

1.0 **DEFINITIONS**

1.1 In this Agreement:

"Act" includes ordinance;

"Board" has the same meaning as in the Constitution;

"Chairperson" has the same meaning as in the Constitution;

"Citizen" means a citizen of the Ta'an Kwach'an Council as determined pursuant to the Constitution;

"Constitution" means the constitution of the Ta'an Kwach'an Council, in effect on the Effective Date, as amended from time to time;

"Consult" or "Consultation" means to provide,

- (a) to the party to be consulted, notice of a matter to be decided in sufficient form and detail to allow that party to prepare its views on the matter,
- (b) a reasonable period of time in which the party to be consulted may prepare its views on the matter, and an opportunity to present such views to the party obliged to consult, and
- (c) full and fair consideration by the party obliged to consult of any views presented;

"Council for Yukon Indians" includes any successor to the Council for Yukon Indians and, in the absence of a successor, the Yukon First Nations;

"Effective Date" means the date on which this Agreement is brought into effect pursuant to Self-Government Legislation;

"Emergency" includes apprehended, imminent or actual danger to life, health, safety, or the environment;

"Final Agreement" means the Ta'an Kwach'an Council Final Agreement among Her Majesty the Queen in Right of Canada, the Government of the Yukon and the Ta'an Kwach'an Council brought into effect pursuant to Settlement Legislation and includes any amendments made to it from time to time in accordance with its provisions;

"Government" means Canada or the Yukon, or both, depending upon which government or governments have responsibility, from time to time, for the matter in question;

"Hereditary Chief" has the same meaning as in the Constitution;

"Laberge Reserve" means the lands known as Lake Laberge Indian Reserve No. 1 comprising Lots 1 and 2, Group 8, Plans 8951 and 60321 CLSR, 44742 LTO;

"Law" includes common law;

"Laws of General Application" means laws of general application as defined by common law, but does not include laws enacted by the Ta'an Kwach'an Council;

"Legislative Assembly" means the Council of the Yukon Territory as defined in the Yukon Act (Canada);

"Legislation" includes Acts, Regulations, orders-in-council and bylaws;

"Minister" means the Minister or Ministers of Government charged by Legislation with the responsibility, from time to time, for the exercise of powers in relation to the matter in question;

"Non-Settlement Land" has the same meaning as in the Final Agreement;

"Property Taxes" has the same meaning as in the Final Agreement;

"Regulation" includes a regulation or any instrument made in the execution of a power or authority conferred by an Act, but does not include laws enacted by the Ta'an Kwach'an Council;

"Self-Government Legislation" means the Legislation which brings this Agreement into effect;

"Settlement Agreement" has the same meaning as in the Final Agreement;

"Settlement Corporation" means a corporation as described in 20.4.2 of the Final Agreement, created by the Ta'an Kwach'an Council alone or together with one or more Yukon First Nations;

"Settlement Land" means those lands identified in the Final Agreement as Settlement Land for the Ta'an Kwach'an Council;

"Settlement Legislation" has the same meaning as in the Final Agreement;

"Traditional Territory" means the geographic area within the Yukon identified as the Ta'an Kwach'an Council Traditional Territory on the maps referred to in 2.9.0 of the Final Agreement;

"Umbrella Final Agreement" means the Umbrella Final Agreement signed on May 29, 1993 by representatives of the Council for Yukon Indians, Canada and the Yukon, and includes any amendments made to it from time to time in accordance with its provisions;

"Yukon First Nation" means one of the following,

Carcross/Tagish First Nation,
Champagne and Aishihik First Nations,
Kluane First Nation,
Kwanlin Dun First Nation,
Liard First Nation,
Little Salmon/Carmacks First Nation,
First Nation of Nacho Nyak Dun,
Ross River Dena Council,
Selkirk First Nation,
Ta'an Kwach'an Council,
Teslin Tlingit Council,
Tr'ondëk Hwëch'in, formerly known as Dawson First Nation,
Vuntut Gwitchin First Nation, or
White River First Nation;

"Yukon First Nations" means all of the Yukon First Nations defined as a Yukon First Nation;

"Yukon Indian People" has the same meaning as in the Final Agreement; and

"Yukon Law of General Application" means a Law of General Application enacted pursuant to the Yukon Act (Canada).

2.0 PRINCIPLES

2.1 The Ta'an Kwach'an Council has traditional decision-making structures and desires to maintain these traditional structures.

2.2 The Parties are committed to promoting opportunities for the well-being of Citizens equal to those of other Canadians and to providing essential public services of reasonable quality to all Citizens.

3.0 GENERAL PROVISIONS

- 3.1 This Agreement shall not affect any aboriginal claim, right, title or interest of the Ta'an Kwach'an Council or of its Citizens.
- 3.2 This Agreement shall not affect the identity of Citizens as aboriginal people of Canada.
- 3.3 This Agreement shall not affect the ability of the aboriginal people of the Ta'an Kwach'an Council to exercise, or benefit from, any existing or future constitutional rights for aboriginal people that may be applicable to them.
- 3.4 Unless otherwise provided pursuant to this Agreement or in a law enacted by the Ta'an Kwach'an Council, this Agreement shall not affect the ability of Citizens to participate in and benefit from Government programs for status Indians, non-status Indians or native people, as the case may be. Benefits under such programs shall be determined by the general criteria for such programs established from time to time.
- 3.5 Except for the purpose of determining which Citizens are "Indians" within the meaning of the Indian Act (Canada), the Indian Act (Canada) does not apply to Citizens, the Ta'an Kwach'an Council or Settlement Land.
- 3.6 This Agreement shall not:
- 3.6.1 affect the rights of Citizens as Canadian citizens; and
 - 3.6.2 unless otherwise provided pursuant to this Agreement or in a law enacted by the Ta'an Kwach'an Council, affect the entitlement of Citizens to all of the benefits, services, and protections of other Canadian citizens applicable from time to time.
- 3.7 Government may determine, from time to time, how and by whom any power or authority of Government set out in this Agreement shall be exercised, other than the power to consent to an amendment pursuant to 6.2.

4.0 RATIFICATION

- 4.1 Ratification of this Agreement shall be sought by the Parties in the following manner:
- 4.1.1 by Canada, by the Governor in Council;
 - 4.1.2 by the Yukon, by the Commissioner in Executive Council; and
 - 4.1.3 by the Ta'an Kwach'an Council, by the process set out in Schedule A of this Agreement.

4.2 For greater certainty, this Agreement is made when it is signed by representatives of the Parties in both English and French and both versions of this Agreement shall be equally authoritative.

5.0 SELF-GOVERNMENT LEGISLATION

5.1 Government shall Consult with the Ta'an Kwach'an Council before recommending to the Governor in Council or the Commissioner in Executive Council, as the case may be, the orders-in-council required pursuant to the Yukon First Nations Self-Government Act (Canada) and the Yukon First Nations Self-Government Act (Yukon) to bring this Agreement into effect.

5.2 Government shall Consult the Ta'an Kwach'an Council during the drafting of any amendment to Self-Government Legislation which affects the Ta'an Kwach'an Council.

6.0 AMENDMENT AND REVIEW

6.1 This Agreement may only be amended with the consent of the Parties.

6.2 Consent to any amendment pursuant to 6.1 may only be given on the part of:

6.2.1 Canada, by the Governor in Council;

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

6.2.3 the Ta'an Kwach'an Council, by the Board with the consent of either the Hereditary Chief or Chairperson.

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

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

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

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

- 6.6 Unless the Parties otherwise agree, the Parties shall review this Agreement within ten years of the Effective Date for the purpose of determining whether:
- 6.6.1 other self-government agreements in Canada have more effectively incorporated self-government provisions respecting any matter considered in this Agreement;
 - 6.6.2 other self-government agreements in Canada have more effectively incorporated implementation or financial transfer agreements;
 - 6.6.3 this Agreement has been implemented in accordance with the implementation plan;
 - 6.6.4 the negotiated transfer of programs, responsibilities and resources pursuant to this Agreement has been successful; and
 - 6.6.5 this Agreement should be amended in accordance with 6.1 and 6.2 to reflect the outcome of the review.

7.0 REMEDIES

- 7.1 Neither Government nor the Ta'an Kwach'an Council shall have a claim or a cause of action in the event any provision of this Agreement or of Self-Government Legislation is found by a court of competent jurisdiction to be invalid.
- 7.2 Neither Government nor the Ta'an Kwach'an Council shall challenge the validity of any provision of this Agreement or of Self-Government Legislation.
- 7.3 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the Parties shall make best efforts to amend this Agreement to remedy the invalidity or replace the invalid provision.
- 7.4 If any provision of Self-Government Legislation is found by a court of competent jurisdiction to be invalid, Government shall make best efforts to amend the Self-Government Legislation to remedy the invalidity or replace the invalid provision.

8.0 INTERPRETATION AND APPLICATION OF LAW

- 8.1 Subject to 8.1.1, where there is any inconsistency or conflict between the provisions of federal Self-Government Legislation and any other federal Legislation, the federal Self-Government Legislation shall prevail to the extent of the inconsistency or conflict.
- 8.1.1 Where there is any inconsistency or conflict between the provisions

of federal Self-Government Legislation and the Final Agreement or Settlement Legislation, the Final Agreement or Settlement Legislation shall prevail to the extent of the inconsistency or conflict.

- 8.2 Subject to 8.2.1, where there is any inconsistency or conflict between the provisions of Yukon Self-Government Legislation and any other Yukon Legislation, the Yukon Self-Government Legislation shall prevail to the extent of the inconsistency or conflict.
- 8.2.1 Where there is any inconsistency or conflict between the provisions of Yukon Self-Government Legislation and the Final Agreement or Settlement Legislation, the Final Agreement or Settlement Legislation shall prevail to the extent of the inconsistency or conflict.
- 8.3 This Agreement is subject to the Final Agreement, and in the event of any inconsistency or conflict, the Final Agreement shall prevail to the extent of the inconsistency or conflict.
- 8.4 Common law conflict of laws principles shall apply where a conflict of laws issue arises unless:
- 8.4.1 in the case of a conflict of laws issue arising between a law enacted by the Ta'an Kwach'an Council and a law enacted by another Yukon First Nation, the Ta'an Kwach'an Council and the other Yukon First Nation have otherwise agreed; or
- 8.4.2 in the case of a conflict of laws issue arising between a law enacted by the Ta'an Kwach'an Council and a Law of General Application, the Ta'an Kwach'an Council and Government have otherwise agreed.
- 8.5 Unless otherwise provided in this Agreement, the exercise of powers by the Ta'an Kwach'an Council pursuant to this Agreement shall not confer any duties, obligations or responsibilities on Government.
- 8.6 This Agreement shall be interpreted according to the Interpretation Act (Canada) with such modifications as the circumstances require.
- 8.7 The preamble and the principles in this Agreement are statements of the intentions of the Parties and shall only be used to assist in the interpretation of doubtful or ambiguous expressions in this Agreement.
- 8.8 Capitalized words or phrases shall have the meaning as defined in this Agreement.
- 8.9 Any reference in this Agreement to Legislation, an Act or a provision of an Act includes:
- 8.9.1 that Legislation, Act or provision of an Act, and any Regulations

made thereunder, as amended from time to time; and

- 8.9.2 any successor Legislation, Act or provision of an Act.
- 8.10 Successor Legislation includes Yukon Legislation which replaces federal Legislation as a consequence of devolution of authority or responsibility from Canada to the Yukon.
- 8.11 The Supreme Court of the Yukon shall have jurisdiction in respect of any action or proceeding arising out of this Agreement or Self-Government Legislation.
- 8.12 Nothing in this Agreement shall be construed to limit the jurisdiction of the Federal Court of Canada as set forth in the Federal Court Act (Canada).

PART II

THE TA'AN KWACH'AN COUNCIL

9.0 LEGAL STATUS OF THE TA'AN KWACH'AN COUNCIL

- 9.1 Upon the Effective Date, the Indian Act (Canada) Ta'an Kwach'an Band shall cease to exist and its rights, titles, interests, assets, obligations and liabilities, including those of its band council, shall vest in the Ta'an Kwach'an Council.
- 9.2 The Ta'an Kwach'an Council is a legal entity and has the capacity, rights, powers and privileges of a natural person and, without restricting the generality of the foregoing, may:
- 9.2.1 enter into contracts or agreements;
 - 9.2.2 acquire and hold property or any interest therein, and sell or otherwise dispose of property or any interest therein, except as may be limited by the Constitution;
 - 9.2.3 raise, invest, expend and borrow money;
 - 9.2.4 sue or be sued;
 - 9.2.5 form corporations or other legal entities; and
 - 9.2.6 do such other things as may be conducive to the exercise of its rights, powers and privileges.
- 9.3 The act of acquiring or the holding of any rights, liabilities or obligations by the Ta'an Kwach'an Council or by any entity described in 9.2.5, shall not be construed to affect any aboriginal right, title or interest of the Ta'an Kwach'an Council, its Citizens or their heirs, descendants or successors.

10.0 THE TA'AN KWACH'AN COUNCIL CONSTITUTION

- 10.1 The Constitution of the Ta'an Kwach'an Council shall, in a manner consistent with this Agreement, provide for:
- 10.1.1 a citizenship code that includes the requirements for citizenship in the Ta'an Kwach'an Council and a procedure for determining whether a person is a Citizen;
 - 10.1.2 the governing bodies of the Ta'an Kwach'an Council and their powers, duties, composition, membership and procedures;

- 10.1.3 a system of reporting, which may include audits, through which the Ta'an Kwach'an Council shall be financially accountable to its Citizens;
 - 10.1.4 the recognition and protection of the rights and freedoms of Citizens;
 - 10.1.5 challenging the validity of laws enacted by the Ta'an Kwach'an Council and quashing invalid laws; and
 - 10.1.6 the amendment of the Constitution by the Citizens.
- 10.2 The Constitution may provide for any other matters relating to the Ta'an Kwach'an Council or to the governing of Settlement Land, or of persons on Settlement Land.
- 10.3 The citizenship code established in the Constitution shall enable all persons enrolled under the Final Agreement to be Citizens.

11.0 TRANSITIONAL PROVISIONS

- 11.1 The band council of the Indian Act (Canada) Ta'an Kwach'an Band that is in office on the Effective Date shall be deemed to be the governing body of the Ta'an Kwach'an Council until replaced in accordance with the Constitution.
- 11.2 Any monies held by Canada for the use and benefit of the Indian Act (Canada) Ta'an Kwach'an Indian Band shall be transferred to the Ta'an Kwach'an Council, as soon as practicable after the Effective Date.

12.0 DELEGATION

- 12.1 Any power of the Ta'an Kwach'an Council to enact laws may be delegated by a law of the Ta'an Kwach'an Council to:
- 12.1.1 a public body in Canada having powers to enact laws;
 - 12.1.2 another Yukon First Nation;
 - 12.1.3 a tribal council; or
 - 12.1.4 the Council for Yukon Indians,
- to the extent that the delegation is consistent with the Constitution and this Agreement.
- 12.2 Any power of the Ta'an Kwach'an Council other than a power to enact laws may be delegated by a law of the Ta'an Kwach'an Council to:

- 12.2.1 a public body in Canada having powers to enact laws;
- 12.2.2 another Yukon First Nation;
- 12.2.3 a tribal council;
- 12.2.4 the Council for Yukon Indians;
- 12.2.5 an office established by a law of the Ta'an Kwach'an Council;
- 12.2.6 a department, agency or official of Government;
- 12.2.7 a public body established by a law of the Ta'an Kwach'an Council;
- 12.2.8 a municipality, school board, local body, or legal entity established by Yukon law, or
- 12.2.9 any legal entity in Canada,

to the extent that the delegation is consistent with the Constitution and this Agreement.

- 12.3 Any delegation under 12.0, other than a delegation under 12.2.5 or 12.2.7, shall require the written consent of the delegate.
- 12.4 The Ta'an Kwach'an Council has the capacity to enter into agreements to receive powers, including legislative powers, by delegation.

PART III

TA'AN KWACH'AN COUNCIL LEGISLATION

13.0 LEGISLATIVE POWERS

- 13.1 The Ta'an Kwach'an Council shall have the exclusive power to enact laws in relation to the following matters:
- 13.1.1 administration of Ta'an Kwach'an Council affairs and operation and internal management of the Ta'an Kwach'an Council;
 - 13.1.2 management and administration of rights or benefits which are realized pursuant to the Final Agreement by persons enrolled under the Final Agreement, and which rights and benefits are to be controlled by the Ta'an Kwach'an Council; and
 - 13.1.3 matters ancillary to the foregoing.
- 13.2 The Ta'an Kwach'an Council shall have the power to enact laws in relation to the following matters in the Yukon:
- 13.2.1 provision of programs and services for Citizens in relation to their spiritual and cultural beliefs and practices;
 - 13.2.2 provision of programs and services for Citizens in relation to their aboriginal languages;
 - 13.2.3 provision of health care and services to Citizens, except licensing and regulation of facility-based services off Settlement Land;
 - 13.2.4 provision of social and welfare services to Citizens, except licensing and regulation of facility-based services off Settlement Land;
 - 13.2.5 provision of training programs for Citizens, subject to Government certification requirements where applicable;
 - 13.2.6 adoption by and of Citizens;
 - 13.2.7 guardianship, custody, care and placement of Ta'an Kwach'an Council children, except licensing and regulation of facility-based services off Settlement Land;
 - 13.2.8 provision of education programs and services for Citizens choosing to participate, except licensing and regulation of facility-based services off Settlement Land;

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

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

13.4.0 Emergency Powers

- 13.4.1 Off Settlement Land, in relation to those matters enumerated in 13.2, in any situation that poses an Emergency to a Citizen, Government may exercise power conferred by Laws of General Application to relieve the Emergency, notwithstanding that laws enacted by the Ta'an Kwach'an Council may apply to the Emergency.
- 13.4.2 A person acting pursuant to 13.4.1 shall, as soon as practicable after determining that a person in an Emergency is a Citizen, notify the Ta'an Kwach'an Council of the action taken and transfer the matter to the responsible Ta'an Kwach'an Council authority, at which time the authority of the Government to act pursuant to 13.4.1 shall cease.
- 13.4.3 A person acting pursuant to 13.4.1 is not liable for any act done in good faith in the reasonable belief that the act was necessary to relieve an Emergency.
- 13.4.4 On Settlement Land, in relation to those matters enumerated in 13.2, in any situation that poses an Emergency to a person who is not a Citizen, the Ta'an Kwach'an Council may exercise power conferred by laws enacted by the Ta'an Kwach'an Council to relieve the Emergency, notwithstanding that Laws of General Application may apply to the Emergency.
- 13.4.5 A person acting pursuant to 13.4.4 shall, as soon as practicable after determining that a person in an Emergency is not a Citizen, notify Government or, where the person in an Emergency is a citizen of another Yukon First Nation, that Yukon First Nation, of the action taken and transfer the matter to the responsible authority, at which time the authority of the Ta'an Kwach'an Council to act pursuant to 13.4.4 shall cease.
- 13.4.6 A person acting pursuant to 13.4.4 is not liable for any act done in good faith in the reasonable belief that the act was necessary to relieve an Emergency.
- 13.4.7 Notwithstanding 13.5.0, in relation to powers enumerated in 13.3, Laws of General Application shall apply with respect to an Emergency arising on Settlement Land which has or is likely to have an effect off Settlement Land.

13.5.0 Laws of General Application

- 13.5.1 Unless otherwise provided in this Agreement, all Laws of General Application shall continue to apply to the Ta'an Kwach'an Council, its Citizens and Settlement Land.
- 13.5.2 Canada and the Ta'an Kwach'an Council shall enter into negotiations with a view to concluding, as soon as practicable, a separate agreement or an amendment of this Agreement which will identify the areas in which laws enacted by the Ta'an Kwach'an Council shall prevail over federal Laws of General Application to the extent of any inconsistency or conflict.
- 13.5.2.1 Canada shall Consult with the Yukon prior to concluding the negotiations described in 13.5.2.
- 13.5.2.2 Clause 13.5.2 shall not affect the status of the Yukon as a party to the negotiations or agreements referred to in 13.6.0 or 17.0.
- 13.5.3 Except as provided in 14.0, a Yukon Law of General Application shall be inoperative to the extent that it provides for any matter for which provision is made in a law enacted by the Ta'an Kwach'an Council.
- 13.5.4 Where the Yukon reasonably foresees that a Yukon Law of General Application which it intends to enact may have an impact on a law enacted by the Ta'an Kwach'an Council, the Yukon shall Consult with the Ta'an Kwach'an Council before introducing the Legislation in the Legislative Assembly.
- 13.5.5 Where the Ta'an Kwach'an Council reasonably foresees that a law which it intends to enact may have an impact on a Yukon Law of General Application, the Ta'an Kwach'an Council shall Consult with the Yukon before enacting the law.
- 13.5.6 Where the Commissioner in Executive Council is of the opinion that a law enacted by the Ta'an Kwach'an Council has rendered a Yukon Law of General Application partially inoperative and that it would unreasonably alter the character of a Yukon Law of General Application or that it would make it unduly difficult to administer that Yukon Law of General Application in relation to the Ta'an Kwach'an Council, Citizens or Settlement Land, the Commissioner in Executive Council may declare that the Yukon Law of General Application ceases to apply in whole or in part to the Ta'an Kwach'an Council, Citizens or Settlement Land.
- 13.5.7 Prior to making a declaration pursuant to 13.5.6:

- 13.5.7.1 the Yukon shall Consult with the Ta'an Kwach'an Council and identify solutions, including any amendments to Yukon Legislation, that the Yukon considers would meet the objectives of the Ta'an Kwach'an Council; and
- 13.5.7.2 after Consultation pursuant to 13.5.7.1, where the Yukon and the Ta'an Kwach'an Council agree that the Yukon Law of General Application should be amended, the Yukon shall propose such amendment to the Legislative Assembly within a reasonable period of time.

13.6.0 Administration of Justice

- 13.6.1 The Parties shall enter into negotiations with a view to concluding an agreement in respect of the administration of Ta'an Kwach'an Council justice provided for in 13.3.17.
- 13.6.2 Negotiations respecting the administration of justice shall deal with such matters as adjudication, civil remedies, punitive sanctions including fine, penalty and imprisonment for enforcing any law of the Ta'an Kwach'an Council, prosecution, corrections, law enforcement, the relation of any Ta'an Kwach'an Council courts to other courts and any other matter related to aboriginal justice to which the Parties agree.
- 13.6.3 Notwithstanding anything in this Agreement, the Ta'an Kwach'an Council shall not exercise its power pursuant to 13.3.17 until the expiry of the time described in 13.6.6, unless an agreement is reached by the Parties pursuant to 13.6.1 and 13.6.2.
- 13.6.4 Until the expiry of the time described in 13.6.6 or an agreement is entered into pursuant to 13.6.1 and 13.6.2:
 - 13.6.4.1 the Ta'an Kwach'an Council shall have the power to establish penalties of fines up to \$5,000 and imprisonment to a maximum of six months for the violation of a law enacted by the Ta'an Kwach'an Council;
 - 13.6.4.2 the Supreme Court of the Yukon Territory, the Territorial Court of Yukon, and the Justice of the Peace Court shall have jurisdiction throughout the Yukon to adjudicate in respect of laws enacted by the Ta'an Kwach'an Council in accordance with the jurisdiction designated to those courts by Laws of General Application except that any offence created under a law enacted by the Ta'an Kwach'an Council shall be within the exclusive original jurisdiction of the Territorial Court of the Yukon;

- 13.6.4.3 any offence created under a law enacted by the Ta'an Kwach'an Council shall be prosecuted as an offence against an enactment pursuant to the Summary Convictions Act (Yukon) by prosecutors appointed by the Yukon; and
- 13.6.4.4 any term of imprisonment ordered by the Territorial Court of the Yukon pursuant to 13.6.4.1 shall be served in a correctional facility pursuant to the Corrections Act (Yukon).
- 13.6.5 Nothing in 13.6.4 is intended to preclude:
- 13.6.5.1 consensual or existing customary practices of the Ta'an Kwach'an Council with respect to the administration of justice; or
- 13.6.5.2 programs and practices in respect of the administration of justice, including alternate sentencing or other appropriate remedies, to which the Parties agree before an agreement is concluded pursuant to 13.6.1 and 13.6.2.
- 13.6.6 The provisions in 13.6.4 are interim provisions and shall expire five years from the Effective Date or on the effective date of the agreement concluded pursuant to 13.6.1 and 13.6.2, whichever is earlier. The five year period may be extended for such further time as may be agreed in writing by the Minister on behalf of Canada, the Minister on behalf of the Yukon and the Board with the consent of either the Hereditary Chief or Chairperson on behalf of the Ta'an Kwach'an Council.
- 13.6.7 All new and incremental costs of implementing the interim provisions in 13.6.4 incurred by the Yukon shall be paid by Canada in accordance with guidelines to be negotiated by the Yukon and Canada.

14.0 TAXATION

- 14.1 The Ta'an Kwach'an Council shall have the power to enact laws in relation to:
- 14.1.1 taxation, for local purposes, of interests in Settlement Land and of occupants and tenants of Settlement Land in respect of their interests in those lands, including assessment, collection and enforcement procedures and appeals relating thereto;
- 14.1.2 other modes of direct taxation of Citizens (and, if agreed under 14.3.2, other persons and entities) within Settlement Land to raise revenue for Ta'an Kwach'an Council purposes; and

- 14.1.3 the implementation of measures made pursuant to any taxation agreement entered into pursuant to 14.6 or with Canada.
- 14.2 The powers of the Ta'an Kwach'an Council provided for in 14.1 shall not limit Government's powers to levy tax or make taxation laws.
- 14.3 Canada and the Ta'an Kwach'an Council shall make reasonable efforts to negotiate agreements on:
- 14.3.1 the manner in which the power of the Ta'an Kwach'an Council to enact taxation laws under 14.1.2 shall be coordinated with existing tax systems; and
- 14.3.2 the extent, if any, to which the power provided for in 14.1.2 should be extended to apply to other persons and entities within Settlement Land.
- 14.4 When the Ta'an Kwach'an Council exercises its jurisdiction, or assumes responsibility, for the management, administration and delivery of local services and, as a consequence, exercises property taxation powers under 14.1.1, the Yukon shall undertake to ensure a sharing of tax room in respect of Property Taxes which is equitable.
- 14.4.1 To the extent that the Ta'an Kwach'an Council imposes property taxation for local purposes, the Yukon shall ensure that Yukon municipalities do not incur any consequential net loss.
- 14.4.2 The Ta'an Kwach'an Council and the Yukon shall enter into negotiations as necessary to provide for the efficient delivery of local services and programs.
- 14.5 Where, following the ratification date of this Agreement, Parliament enacts Legislation providing:
- 14.5.1 taxation powers to an Indian government other than those provided for in this Agreement; or
- 14.5.2 tax exemptions for an Indian government, or an entity owned by an Indian government, other than those provided for in this Agreement,
- Canada shall, upon the request in writing of the Ta'an Kwach'an Council, recommend Legislation to the appropriate legislative authority to provide the Ta'an Kwach'an Council with those other powers or exemptions on the same terms as are set out in the Legislation which provides the powers or exemptions to the other Indian government or entity.
- 14.6 The Yukon Minister of Finance may enter into taxation agreements with the Ta'an Kwach'an Council.

- 14.7 Notwithstanding 14.1, the Ta'an Kwach'an Council shall, for taxation purposes, be deemed to be a "public authority" within the meaning of Schedule 1 of the Northern Pipeline Act, (Canada) and shall abide and be bound by its terms and by the following:
- 14.7.1 "Pipeline" has the same meaning as in the Northern Pipeline Act, (Canada);
 - 14.7.2 "Yukon Property Tax" has the same meaning as in Schedule 1 of the Northern Pipeline Act, (Canada);
 - 14.7.3 the maximum level of the Yukon Property Tax imposed by the Yukon or any public authority therein on or for the use of the Pipeline, shall not exceed the amounts payable set out in section 5 of Schedule 1 of the Northern Pipeline Act, (Canada);
 - 14.7.4 the Yukon shall Consult with the Ta'an Kwach'an Council and any other affected Yukon First Nation on the establishment of the assessment and taxation regime for the Pipeline and the apportioning, as between themselves, of the Yukon Property Tax;
 - 14.7.5 the assessment and taxation regime shall:
 - 14.7.5.1 take into account the assessment and taxation regimes for similar projects in other jurisdictions in Canada;
 - 14.7.5.2 include a fair and equitable method to apportion the Yukon Property Tax payable for the part of the Pipeline on Settlement Land and the portions which are not on Settlement Land; and
 - 14.7.5.3 provide for consistent, non-discriminatory assessment methods and tax rates for all parts of the Pipeline regardless of whether those parts are located on Settlement Land or Non-Settlement Land;
 - 14.7.6 subject to 14.7.3, a dispute respecting the assessment and taxation regime, including the apportionment of Yukon Property Tax payable on Settlement Land and on Non-Settlement Land, may be referred by the Ta'an Kwach'an Council or the Yukon to dispute resolution under 26.4.0 of the Final Agreement; and
 - 14.7.7 a dispute not resolved pursuant to 26.4.0 may be referred to dispute resolution under 26.7.0 of the Final Agreement upon agreement of the Ta'an Kwach'an Council and the Yukon.

15.0 TAXATION STATUS

- 15.1 The Ta'an Kwach'an Council shall, for the purposes of paragraph 149(1)(c) of the Income Tax Act (Canada) be deemed to be a public body performing a function of government in Canada for each taxation year of the Ta'an Kwach'an Council where, at all times during the year:
- 15.1.1 it did not carry on any business other than a business carried on by it on Settlement Land, the primary purpose of which was to provide goods or services to Citizens or residents of Settlement Land; and
 - 15.1.2 all or substantially all of its activities were devoted to the exercise of its powers of government authorized under this Agreement, Self-Government Legislation, its Final Agreement or Settlement Legislation,
- and for these purposes the taxation year of the Ta'an Kwach'an Council shall be the calendar year or such other fiscal period as the Ta'an Kwach'an Council may elect.
- 15.2 Nothing in this Agreement shall affect the taxation status of Settlement Corporations as provided for in Chapter 20 of the Final Agreement.
- 15.3 No tax shall be payable under the Income Tax Act (Canada) for a taxation year on the income, property or capital of a corporation, in this clause referred to as "the subsidiary", where, at all times during the year:
- 15.3.1 all the shares and capital of the subsidiary are owned by the Ta'an Kwach'an Council or by another subsidiary that satisfies the requirements of 15.3.1, 15.3.2, 15.3.3, 15.3.4 and 15.3.5;
 - 15.3.2 no part of the earnings of the subsidiary are available to any person other than the Ta'an Kwach'an Council or to another subsidiary that satisfies the requirements of 15.3.1, 15.3.2, 15.3.3, 15.3.4 and 15.3.5;
 - 15.3.3 all of the real property and all or substantially all of the tangible personal property of the subsidiary is, or is situate on, Settlement Land;
 - 15.3.4 the subsidiary did not carry on any business other than a business carried on by it on Settlement Land, the primary purpose of which was to provide goods or services to Citizens or residents of Settlement Land, provided that any revenue arising from the provision of goods or services to persons other than Citizens or residents of Settlement Land comprises only an incidental portion of the total revenue from the business; and
 - 15.3.5 the subsidiary was not a Settlement Corporation established pursuant to Chapter 20 of the Final Agreement.

- 15.4 Where the Ta'an Kwach'an Council is deemed to be a public body under 15.1 for a particular year, no income tax will be imposed on the Ta'an Kwach'an Council by the Yukon in respect of that year.
- 15.5 Where, under 15.3, no income tax is payable by a subsidiary for a particular year, no income tax will be imposed on the subsidiary by the Yukon in respect of that year.
- 15.6 For greater certainty, nothing in 15.1 to 15.5 shall be construed so as to prevent the application of section 149 of the Income Tax Act (Canada) to the Ta'an Kwach'an Council or to a corporation referred to in 15.3.
- 15.7 The Ta'an Kwach'an Council, or a trust, board, commission or similar body established by the Ta'an Kwach'an Council, or a corporation wholly owned by any such entity or by a combination thereof (each of which is referred to in 15.7 to 15.11 as the "claimant"), may claim a refund of any tax paid by the claimant under subsection 165(1) or sections 212 or 218 of Part IX of the Excise Tax Act (Canada) that is not otherwise recoverable by the claimant under any law, to the extent that the property or service in respect of which the tax was paid was acquired by the claimant:
- 15.7.1 for consumption or use in the course of exercising the powers of government within Settlement Land authorized under this Agreement, Self-Government Legislation, its Final Agreement or Settlement Legislation; and
 - 15.7.2 not for consumption, use or supply in the course of any business or other activity engaged in by the claimant for profit or gain.
- 15.8 A refund of tax under 15.7 will not be paid to a claimant referred to in that clause unless, at the time at which the tax is paid;
- 15.8.1 all of the claimant's real property and all or substantially all of the claimant's tangible personal property is, or is situated on, Settlement Land; and
 - 15.8.2 the claimant does not engage in any business or other activity for profit or gain, other than a business or activity, engaged in by the claimant on Settlement Land, the primary purpose of which is to provide goods or services to the Ta'an Kwach'an Council, Citizens, individuals resident on Settlement Land, or corporations wholly owned by the Ta'an Kwach'an Council or by Citizens, or such other businesses or activities as the Parties may from time to time agree.
- 15.9 A refund of tax under 15.7 will not be paid unless an application for the refund is filed with the Minister of National Revenue within four years after the tax is paid.

- 15.10 The provisions of Part IX of the Excise Tax Act (Canada) will apply, with such modifications as the circumstances require, in respect of claims under 15.7 and in respect of amounts paid as a refund under 15.7 as though the refund provided for under 15.7 were a rebate provided for under Division VI of that Part.
- 15.11 Unless otherwise defined in this Agreement, words used in 15.7 to 15.10 have the same meaning as in Part IX of the Excise Tax Act (Canada).
- 15.12 Notwithstanding any other provision of this Agreement, 15.7 to 15.11 shall not apply to tax that is paid or becomes payable before the Effective Date.

PART IV

TA'AN KWACH'AN COUNCIL PROGRAMS AND SERVICES

16.0 SELF-GOVERNMENT FINANCIAL TRANSFER AGREEMENT

- 16.1 Canada and the Ta'an Kwach'an Council shall negotiate a self-government financial transfer agreement in accordance with 16.3, with the objective of providing the Ta'an Kwach'an Council with resources to enable the Ta'an Kwach'an Council to provide public services at levels reasonably comparable to those generally prevailing in Yukon, at reasonably comparable levels of taxation.
- 16.2 Subject to such terms and conditions as may be agreed, the self-government financial transfer agreement shall set out:
- 16.2.1 the amounts of funding to be provided by Canada towards the cost of public services, where the Ta'an Kwach'an Council has assumed responsibility;
 - 16.2.2 the amounts of funding to be provided by Canada towards the cost of operation of Ta'an Kwach'an Council government institutions; and
 - 16.2.3 such other matters as Canada and the Ta'an Kwach'an Council may agree.
- 16.3 In negotiating the self-government financial transfer agreement, Canada and the Ta'an Kwach'an Council shall take into account the following:
- 16.3.1 the ability and capacity of the Ta'an Kwach'an Council to generate revenues from its own sources;
 - 16.3.2 diseconomies of scale which impose higher operating or administrative costs on the Ta'an Kwach'an Council, in relation to costs prevailing prior to conclusion of this Agreement;
 - 16.3.3 due regard to economy and efficiency, including the possibilities for co-operative or joint arrangements among Yukon First Nations for the management, administration and delivery of programs or services;
 - 16.3.4 any funding provided to the Ta'an Kwach'an Council through other Government transfer programs;
 - 16.3.5 demographic features of the Ta'an Kwach'an Council;
 - 16.3.6 results of reviews pursuant to 6.6;

- 16.3.7 existing levels of Government expenditure for services to Yukon First Nations and Yukon Indian People;
 - 16.3.8 the prevailing fiscal policies of Canada;
 - 16.3.9 other federal Legislation respecting the financing of aboriginal governments; and
 - 16.3.10 such other matters as Canada and the Ta'an Kwach'an Council may agree.
- 16.4 To assist in the negotiation of self-government financial transfer agreements, Government and the Ta'an Kwach'an Council shall:
- 16.4.1 take into account the direct and indirect costs to Government over such period as the Parties may agree, of managing, administering and delivering a particular program or service for which the Ta'an Kwach'an Council is assuming responsibility;
 - 16.4.2 subject to the restrictions described in 2.7.0 of the Final Agreement, disclose all relevant information for the purposes of 16.4.1;
 - 16.4.3 consider the establishment of a base year and appropriate adjustment factors for determining the resources to be provided; and
 - 16.4.4 consider, without prejudice, the method for calculating the formula financing grant under the Formula Financing Agreement between Canada and the Yukon.
- 16.5 Self-government financial transfer agreements may consolidate federal program funding (operating and capital programs) for the Ta'an Kwach'an Council.
- 16.6 Payments pursuant to the self-government financial transfer agreement shall be provided on an unconditional basis except where criteria or conditions are attached to the provision of funding for similar programs or services in other jurisdictions in Canada.
- 16.7 The Ta'an Kwach'an Council may continue to access federal program funding for those programs not consolidated in the self-government financial transfer agreement in accordance with program authorities and conditions in effect from time to time.
- 16.8 Financial compensation and other monies paid:
- 16.8.1 to Yukon First Nations in accordance with Chapter 19 of the Umbrella Final Agreement;

16.8.2 to the Ta'an Kwach'an Council pursuant to Chapter 19 of the Final Agreement; and

16.8.3 to the Ta'an Kwach'an Council as referenced in 2.2.15.1 of the Final Agreement,

and the proceeds from investments thereof, shall not be taken into account for the purposes of determining the level of funding provided through self-government financial transfer agreements.

16.9 Payments made to the Ta'an Kwach'an Council in accordance with 20.6.0 of the Umbrella Final Agreement shall not be taken into account for the purposes of determining the level of funding provided through self-government financial transfer agreements.

16.10 Funding pursuant to self-government financial transfer agreements shall be provided in the form of grants or other arrangements as appropriate.

16.11 Any amounts required for the purposes of the self-government financial transfer agreement shall be paid out of such monies as may be appropriated by Parliament for those purposes.

16.12 Unless otherwise agreed, a self-government financial transfer agreement shall be for a term of five years.

16.13 At least one year prior to the date of expiry of the then current self-government financial transfer agreement Canada and the Ta'an Kwach'an Council shall begin negotiating the terms of a new self-government financial transfer agreement. Until a new agreement has been concluded, the financing provisions of the expiring self-government financial transfer agreement, other than those dealing with start-up and one-time cost, shall continue for a further two years or for such period as may be agreed by Canada and the Ta'an Kwach'an Council.

16.14 The self-government financial transfer agreement shall be a contract between Canada and the Ta'an Kwach'an Council.

16.15 The level of funding provided pursuant to the self-government financial transfer agreement may be adjusted annually according to a formula to be agreed upon by Canada and the Ta'an Kwach'an Council.

16.16 When the self-government financial transfer agreement is renegotiated, the Ta'an Kwach'an Council and Government shall review the cost-sharing arrangements.

16.17 The first self-government financial transfer agreement of the Ta'an Kwach'an Council shall be negotiated at the same time as the implementation plan for this Agreement.

16.18 Nothing in 16.0 shall affect the ability of the Ta'an Kwach'an Council to exercise, or benefit from, any rights that it may become entitled to under future provisions of the Constitution of Canada.

17.0 PROGRAMS AND SERVICES

17.1 During the term of a self-government financial transfer agreement the Ta'an Kwach'an Council and Government shall negotiate the assumption of responsibility by the Ta'an Kwach'an Council for the management, administration and delivery of any program or service within the jurisdiction of the Ta'an Kwach'an Council, whether or not the Ta'an Kwach'an Council has enacted a law respecting such matter.

17.2 Ta'an Kwach'an Council may notify Government within 90 days after the Effective Date of its priorities for negotiations pursuant to 17.1 for the current fiscal year, and shall notify Government by March 31st of each year of its priorities for negotiations pursuant to 17.1 for the fiscal year beginning April 1st of that year. Within 60 days of receipt of such notification, the Parties shall prepare a workplan to address the priorities identified by the Ta'an Kwach'an Council for negotiation. The workplan shall identify timelines and resources available for negotiations.

17.3 Negotiations pursuant to 17.1 shall have the following objectives:

17.3.1 to provide resources adequate to ensure that the program or service to be offered by the Ta'an Kwach'an Council is of a level or quality equivalent to the Government program or service and existing program or service quality is not diminished;

17.3.2 to provide for mechanisms of cooperation and co-ordination, as appropriate, between the Ta'an Kwach'an Council and governments at a local, territorial and federal level to ensure the effective and efficient delivery of the program or service;

17.3.3 to consider financial and administrative limitations and to promote administrative efficiency and economies of scale;

17.3.4 to provide for local management and delivery of the program or service;

17.3.5 to provide mechanisms for negotiating basic common standards between Government and Ta'an Kwach'an Council programs and services; and

17.3.6 to identify the scope of the Parties' authority.

- 17.4 An agreement concluded pursuant to 17.1 shall, unless otherwise agreed by the parties thereto, include a program and service implementation plan and identify the training requirements to be addressed in that plan.
- 17.5 Canada and the Ta'an Kwach'an Council may agree to consolidate the funding provided for in an agreement entered into pursuant to 17.1 with the funding provided pursuant to the self-government financial transfer agreement, which consolidation may take effect either at the commencement of the next fiscal year or at the commencement of the term of the next self-government financial transfer agreement.
- 17.6 Any responsibility assumed by the Ta'an Kwach'an Council in an agreement entered into pursuant to 17.1 shall be funded by interim financing arrangements which shall be in accordance with 16.1.

18.0 GOVERNMENT OF THE YUKON FINANCIAL CONTRIBUTIONS

- 18.1 The contribution of the Yukon shall be subtracted from the expenditure base of any fiscal transfer arrangement in effect at the time, and shall be calculated by Government to be the aggregate of the following:
- 18.1.1 the savings in expenditures realized by the Yukon as a result of the assumption by the Ta'an Kwach'an Council of responsibility for programs and services, taking into account efficiency and economy as well as losses in efficiency that result from the Yukon's continuing responsibility for such programs and services; minus
- 18.1.2 an amount equal to losses in tax revenues resulting from the Ta'an Kwach'an Council occupying tax room previously occupied by the Yukon, but only if the revenue capacity associated with the tax room previously occupied by the Yukon remains included in the revenue capacity of the Yukon for the purpose of determining the federal fiscal transfer; minus
- 18.1.3 the monetary value of technical assistance and other contributions in kind provided by the Yukon; as well as
- 18.1.4 any other factors as Canada and the Yukon may agree,

but in all cases, the Yukon shall continue to have the capacity to provide to Yukon residents the services for which it remains responsible, at a level or quality comparable to those prevailing prior to assumption of responsibility by the Ta'an Kwach'an Council for the programs and services.

- 18.2 Any one-time net savings to the Yukon resulting from the assumption of responsibilities by the Ta'an Kwach'an Council shall be paid by the Yukon to Canada in instalments of an amount and in accordance with a schedule to be agreed upon.
- 18.3 The calculation of net savings pursuant to 18.0 shall be made solely at the time that the Ta'an Kwach'an Council initially assumes responsibility for that program or service or part thereof.
- 18.4 Should there be no fiscal transfer arrangement as contemplated in 18.1 that is in effect at the time, then the Yukon contribution shall be provided for under an agreement to be negotiated by Canada and the Yukon, and shall be based on the stipulations enumerated in 18.1.

19.0 TA'AN KWACH'AN COUNCIL REVENUE

- 19.1 If the Ta'an Kwach'an Council has access to a tax base, the revenue capacity associated with that tax base may be considered in determining the level of funding to be received pursuant to the Ta'an Kwach'an Council self-government financial transfer agreement, provided that:
- 19.1.1 the revenue capacity associated with the tax base will be subject to offset at a ratio of less than 1:1;
- 19.1.2 any such revenue capacity shall be excluded entirely from such consideration for a period of two years following the date that the Ta'an Kwach'an Council obtains access to that tax base; and
- 19.1.3 the tax rate or rates used to measure revenue capacity during a further period beyond the initial two years shall take into account the capability of the Ta'an Kwach'an Council to exploit that tax base.

20.0 LAWS OF CANADA AND THE YUKON

- 20.1 The Ta'an Kwach'an Council has the power to adopt any Law of the Yukon or Canada as its own law in respect of matters provided for in this Agreement.
- 20.2 The Statutory Instruments Act (Canada) does not apply to a law enacted by the Ta'an Kwach'an Council.

21.0 PUBLIC REGISTER OF LAWS AND NOTIFICATION PROVISIONS

- 21.1 The Ta'an Kwach'an Council shall maintain at its principal administrative offices a register of all laws enacted by the Ta'an Kwach'an Council.

- 21.2 The Ta'an Kwach'an Council shall enter into negotiations with other Yukon First Nations with a view to concluding an agreement to establish a central registry of constitutions and laws enacted by Yukon First Nations.
- 21.3 Every law enacted by the Ta'an Kwach'an Council and any amendment thereto and the Constitution and any amendment thereto shall be entered in their entirety into the register forthwith upon approval, adoption or enactment and also shall be forwarded forthwith to the central registry.
- 21.4 Any person shall have reasonable access to the registries during normal business hours.
- 21.5 The Ta'an Kwach'an Council shall forward to Government a list of Citizens and any alterations to that list forthwith after they occur.

22.0 FINANCIAL ACCOUNTABILITY

- 22.1 The Ta'an Kwach'an Council shall prepare, maintain and publish its accounts in a manner consistent with the standards generally accepted for governments in Canada.

23.0 IMPLEMENTATION

- 23.1 The Parties shall conclude as soon as practicable an implementation plan for this Agreement which shall be coordinated to the extent practicable with the Final Agreement Implementation Plan.
- 23.2 If the implementation plan has not been completed at the time this Agreement is ratified by the Ta'an Kwach'an Council, the Ta'an Kwach'an Council shall be deemed to have delegated to the Board with the consent of either the Hereditary Chief or Chairperson the authority to negotiate and approve the implementation plan on behalf of the Ta'an Kwach'an Council.
- 23.3 Canada shall seek approval of the implementation plan at the same time Canada seeks ratification of this Agreement.
- 23.4 The implementation plan referred to in 23.1 shall be a contract between the Parties.

24.0 DISPUTE RESOLUTION

- 24.1 If the Ta'an Kwach'an Council and Canada do not agree to the terms of a self-government financial transfer agreement provided for in 16.0, either may refer the matter to mediation under 26.4.0 of the Final Agreement.

- 24.2 If the Ta'an Kwach'an Council, Canada, or the Yukon do not agree:
- 24.2.1 to the calculation of the contribution of the Yukon provided for in 18.1;
or,
 - 24.2.2 in the negotiations for the transfer of programs or services provided
for in 17.0,
- any of the Parties may refer the matter to mediation under 26.4.0 of the Final Agreement.
- 24.3 Except as provided elsewhere in this Agreement, a dispute respecting this Agreement among the Ta'an Kwach'an Council, Canada or the Yukon may be referred to mediation under 26.4.0 of the Final Agreement upon agreement of the parties to the dispute.
- 24.4 The parties to a dispute described in 24.1 to 24.3 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement and the arbitrator shall have the authority provided in 26.7.3 of the Final Agreement to resolve the dispute.
- 24.5 Subject to 26.8.0 of the Final Agreement, no party may apply to any court for relief in respect of any dispute which has been referred to arbitration under 24.4, except for an application for interim or interlocutory relief where the board has failed to appoint an arbitrator under 26.7.2 of the Final Agreement within 60 days of an application by any party to the dispute.

25.0 COMPATIBLE LAND USE

- 25.1 In respect of the Settlement Land described in Column 2 of Appendix A and adjacent Non-Settlement Land:
- 25.1.1 the Ta'an Kwach'an Council and the Yukon or a municipality within the Traditional Territory may establish a joint planning structure:
 - 25.1.1.1 to develop or recommend amendments to a territorial, municipal or the Ta'an Kwach'an Council community plan or area development land use plan; or,
 - 25.1.1.2 to carry out other activities to promote compatible land use;
 - 25.1.2 where a proposed land use of Non-Settlement Land may have significant impact on the use of adjacent Settlement Land, the Yukon or the affected municipality, as the case may be, shall Consult with the Ta'an Kwach'an Council for the purpose of resolving an actual or potential incompatibility in land use of the Non-Settlement Land and adjacent Settlement Land;

- 25.1.3 where a proposed use of Settlement Land may have a significant impact on the use of adjacent Non-Settlement Land, the Ta'an Kwach'an Council shall Consult with the Yukon or the affected municipality as the case may be, for the purpose of resolving an actual or potential incompatibility in land use of the Settlement Land and adjacent Non-Settlement Land;
- 25.1.4 in matters not subject to the development assessment process referred to in Chapter 12 of the Final Agreement, unless otherwise agreed by the Ta'an Kwach'an Council and either the Yukon or the affected municipality, as the case may be:
 - 25.1.4.1 a proposed land use of Non-Settlement Land shall not have a significant adverse impact on the peaceful use and enjoyment of adjacent Settlement Land; and
 - 25.1.4.2 a proposed use of Settlement Land shall not have a significant adverse impact on the peaceful use and enjoyment of adjacent Non-Settlement Land.
- 25.2 Where Consultation pursuant to 25.1.2 or 25.1.3 does not resolve an actual or potential incompatibility in land use, the Ta'an Kwach'an Council, the Yukon or the affected municipality may refer the matter to dispute resolution pursuant to 26.4.0 of the Final Agreement.
 - 25.2.1 The parties to a dispute referred to dispute resolution pursuant to 25.2 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement.
 - 25.2.2 An arbitrator appointed to hear a dispute pursuant to 25.2 shall have the authority as set out in 26.7.3 of the Final Agreement and the authority to make recommendations to a party to the dispute to:
 - 25.2.2.1 change or vary an existing or proposed land use;
 - 25.2.2.2 modify a land use plan or area development regulation; and
 - 25.2.2.3 prepare a new zoning by-law or amend an existing zoning by-law.
 - 25.2.3 In making a recommendation in respect of a dispute referred to in 25.2, the arbitrator shall not give any more weight to the fact that a territorial, municipal or the Ta'an Kwach'an Council community or area development land use plan which one party has not had an opportunity to participate in developing, is completed than to any other factor to be taken into consideration.

25.3 Nothing in 25.0 shall be construed to limit the use of Settlement Land for traditional purposes by Yukon Indian People.

26.0 LOCAL SERVICE AGREEMENTS

26.1 The Ta'an Kwach'an Council may enter into agreements with another Yukon First Nation, a municipality, or Government, to provide for such matters as municipal or local government services, joint planning, zoning, or other land use control.

26.2 Any agreement entered into pursuant to 26.1 respecting a municipal or local government service shall:

26.2.1 take into account the cost of providing that service;

26.2.2 provide for a process to resolve disputes which arise in respect of the agreement or the provision of the service; and

26.2.3 provide that the parties to such agreement, and their respective corporations, as the case may be, shall pay similar rates for user-pay municipal or local government services as are paid by property owners in the same or similar communities.

27.0 REGIONAL OR DISTRICT STRUCTURES

27.1 The Ta'an Kwach'an Council and Government may agree to develop a process for consulting affected residents regarding the establishment of common administrative and planning structures for part or all of the Traditional Territory.

27.2 Where affected residents have been consulted through a process developed pursuant to 27.1 and the Ta'an Kwach'an Council or Government is satisfied that affected residents support the establishment of a common administrative and planning structure, the Ta'an Kwach'an Council or Government, as the case may be, may request the other party to enter into negotiations respecting the establishment of a common administrative and planning structure.

27.3 In the negotiations referred to in 27.2, the Ta'an Kwach'an Council and Government may agree to establish a common administrative and planning structure within part or all of the Traditional Territory.

27.4 A common administrative and planning structure established pursuant to 27.3 shall:

27.4.1 remain under the control of all residents of the Traditional Territory or any agreed upon portion of the Traditional Territory; and

- 27.4.2 include direct representation by the Ta'an Kwach'an Council.
- 27.5 The Ta'an Kwach'an Council and Government may agree to delegate responsibilities to a common administrative and planning structure established pursuant to 27.3.
- 27.6 An agreement pursuant to 27.3 to establish a common administrative and planning structure may include provisions respecting:
- 27.6.1 the detailed powers and responsibilities of the common administrative and planning structure;
 - 27.6.2 the exact manner by which the common administrative and planning structure shall be created;
 - 27.6.3 a process to ensure that the common administrative and planning structure is accountable to all residents of the Traditional Territory or to all residents in any agreed upon portion of the Traditional Territory;
 - 27.6.4 the manner in which the representatives to a common administrative and planning structure shall be selected or elected;
 - 27.6.5 a detailed implementation plan;
 - 27.6.6 financial and cost-sharing arrangements; and
 - 27.6.7 such other matters as the Ta'an Kwach'an Council and Government may agree.

28.0 CITY OF WHITEHORSE

- 28.1 In respect of the Settlement Land described in Part 1 of Appendix B, the Ta'an Kwach'an Council shall not exercise its powers to enact laws in relation to the matters described in Part 2 of Appendix B, unless otherwise agreed by the Ta'an Kwach'an Council and Government or the City of Whitehorse, whichever has responsibility for the matter in question.

29.0 RETAINED RESERVES

- 29.1 In 29.0:

"Category A Settlement Land", "Category B Settlement Land", "Developed Settlement Land", "Fee Simple Settlement Land", "Mines", "Minerals" and "Specified Substances" each have the same meaning as in the Final Agreement.

- 29.2 On the Effective Date, title to the Laberge Reserve shall be vested in the Ta'an Kwach'an Council for the use and benefit of its Citizens.
- 29.3 The title of the Ta'an Kwach'an Council to the Laberge Reserve shall be the same as if the Laberge Reserve were Category A Settlement Land.
- 29.4 The title of the Ta'an Kwach'an Council to the Laberge Reserve shall continue to be subject to any lawful rights or interests of third parties to which the Laberge Reserve was subject immediately prior to the Effective Date, including:
- 29.4.1 Permit No. 218593; and
- 29.4.2 Application No. 15099.
- 29.5 Subject to 29.4, on the Effective Date, all rights and interests in the Laberge Reserve of Canada shall cease to exist.
- 29.6 Canada shall be held harmless by the Ta'an Kwach'an Council for the vesting of the Laberge Reserve in the Ta'an Kwach'an Council in accordance with 29.0 and for the matters provided for in 9.1.
- 29.7 Except as provided in 29.7.1 and subject to 29.7.2, 29.7.3, 29.7.4 and 29.7.5 the Final Agreement shall apply to the Laberge Reserve as if it were Category A Settlement Land, designated as Developed Settlement Land.
- 29.7.1 Sections 5.2.6 and 5.15.1 of the Final Agreement shall not apply to the Laberge Reserve.
- 29.7.2 For the purposes of the application of 5.12.0 of the Final Agreement to the Laberge Reserve, in the event of the reacquisition of any of those lands in fee simple by the Ta'an Kwach'an Council, the Ta'an Kwach'an Council may declare that the Final Agreement shall apply, and it shall thereafter apply, to those lands reacquired as if they were:
- (a) Category A Settlement Land when Mines and Minerals are included; or
- (b) Fee Simple Settlement Land when Mines and Minerals other than Specified Substances are not included,
- except that the cession, release and surrender of any aboriginal claim, right, title or interest in respect of the land shall not be affected.

- 29.7.3 For the purposes of 7.5.2.8 of the Final Agreement, land ordered as compensation thereunder shall be designated as if it were Category A Settlement Land when Mines and Minerals are included, or Category B Settlement Land or Fee Simple Settlement Land when Mines and Minerals are not included.
- 29.7.4 For the purpose of 20.5.0 of the Final Agreement, the Laberge Reserve is deemed to be transferred or acquired under a Settlement Agreement.
- 29.8 The Indian Act (Canada) shall cease to apply to the Laberge Reserve and this Agreement shall apply to the Laberge Reserve as if it were Settlement Land.
- 29.9 The Laberge Reserve shall continue to be lands reserved for the Indians within the meaning of Section 91(24) of the Constitution Act, 1867.
- 29.10 Subject to 29.4, the Ta'an Kwach'an Council shall have full power to dispose of the Laberge Reserve and any rights or interests therein, but shall not do so except in accordance with a procedure established in the Constitution.
- 29.11 Canada shall be held harmless by the Ta'an Kwach'an Council for the management by the Ta'an Kwach'an Council of the Laberge Reserve after the Effective Date.
- 29.12 The vesting of the Laberge Reserve and all other matters agreed to in 29.0 shall take effect by virtue of the Yukon First Nations Self-Government Act (Canada) and not by virtue of the Indian Act (Canada).

APPENDIX A

COMPATIBLE LAND USE

COLUMN 1

COLUMN 2

SETTLEMENT LAND PARCEL

**PORTION OF PARCEL SUBJECT TO
COMPATIBLE LAND USE**

C-2B	The whole of C-2B;
C-36B	The whole of C-36B;
C-38B	The whole of C-38B;
C-60B	The whole of C-60B;
C-74B	The whole of C-74B;
R-2A	That portion of R-2A shown cross-hatched on the Compatible Land Use Map attached hereto;
R-12A	That portion of R-12A shown cross-hatched on the Compatible Land Use Map attached hereto;
R-17B	That portion of R-17B lying within 200 metres of the northerly boundary of the right-of-way for the Major Highway known as the Alaska Highway;
R-23B	The whole of R-23B;
R-24B	The whole of R-24B;
R-25B	The whole of R-25B;
S-36B	The whole of S-36B;
S-39B	The whole of S-39B;
S-52B/D	The whole of S-52B/D;
S-56B/D	The whole of S-56B/D;
S-73B	The whole of S-73B;
S-162B	The whole of S-162B;
S-173B	The whole of S-173B;
S-198B	The whole of S-198B.

APPENDIX B

PART 1

<u>SELECTION</u>	<u>LEGAL DESCRIPTION</u>
C-5B	Unsurveyed;
C-6B	Unsurveyed;
C-8B	Unsurveyed;
C-9B	Unsurveyed;
C-10B	Unsurveyed;
C-14B	Unsurveyed;
C-16B	Unsurveyed;
C-17B	Unsurveyed;
C-19B	Lot 1260, Plan 63260 CLSR, 50529 LTO
C-20B	Unsurveyed;
C-23B	Unsurveyed;
C-25B/D	Lot 213, Plan 65137 CLSR, 54813 LTO, Granger Neighbourhood, Hillcrest Subdivision;
C-28B	Unsurveyed;
C-30B	Unsurveyed;
C-37B	Unsurveyed;
C-51B	Unsurveyed;
C-64B/D	Lot 333, Group 804, Plan 43167 CLSR, 22348 LTO and Lot 3-1, Block 242, Plan 56701 CLSR, 34397 LTO;
C-67B/D	Lot 1460, Plan 66021 CLSR, 57388 LTO;
C-68B/D	Lot 1443, Plan 66021 CLSR, 57388 LTO;
C-70B/D	Lot 914, Plan 66718 CLSR, 58904 LTO;
C-71B/D	Lot 949, Plan 66718 CLSR, 58904 LTO, Granger Neighbourhood, Hillcrest Subdivision;
C-72B/D	Lot 1003, Plan 66718 CLSR, 58904 LTO, Granger Neighbourhood, Hillcrest Subdivision
C-73B	Unsurveyed;

APPENDIX B

PART 1 - Continued

<u>SELECTION</u>	<u>LEGAL DESCRIPTION</u>
C-77B	Unsurveyed;
C-80FS	Unsurveyed;
C-81B	Unsurveyed;
C-85FS	Unsurveyed;
C-88B	Lot 1261, Plan 63260 CLSR, 50529 LTO;
C-89B	Lot 1262, Plan 63260 CLSR, 50529 LTO;
C-90B	Lot 27 Remainder, Block 1, Plan 43429 CLSR, 22917 LTO;
C-91B/D	Lot 212, Plan 65137 CLSR, 54813 LTO, Granger Neighbourhood, Hillcrest Subdivision;
C-92B	Lot 28, Quad 105 D/10, Plan FN 82935 CLSR;
C-93B	Lot 29, Quad 105 D/10, Plan FN 82935 CLSR;
C-94B	Lot 30, Quad 105 D/10, Plan FN 82935 CLSR;
C-95FS/D	Lot 79, Plan 81774 CLSR, 98-141 LTO;
C-96B/D	Unsurveyed
C-97FS	Unsurveyed
S-200B	Unsurveyed.

APPENDIX B

PART 2

The Ta'an Kwach'an Council powers referred to in 28.1 are those powers enumerated at:

- 13.3.5 (posters, billboards)*
- 13.3.8 (construction, buildings)*
- 13.3.9 (overcrowding)*
- 13.3.10 (sanitary conditions)*
- 13.3.11 (planning, zoning)*
- 13.3.12 (nuisance)*
- 13.3.16 (animals)*
- 13.3.17 (administration of justice)*
- 13.3.18 (threat to public order)*
- 13.3.19 (public health)*
- 13.3.20 (pollution)*
- 13.3.21 (firearms)*

* the notes in parenthesis are for convenience of reference only and shall not affect the interpretation of the referenced sections.

SCHEDULE A

RATIFICATION OF THE THE TA'AN KWACH'AN COUNCIL SELF-GOVERNMENT AGREEMENT

1.0 DEFINITIONS

1.1 In this schedule the following definitions shall apply:

"Members of the Ta'an Kwach'an Band" means persons who are, as of the day 45 days before the first day of the vote, registered Indians of, or are members of, the Indian Act (Canada) Ta'an Kwach'an Band, and for this purpose "registered" has the same meaning as in the Indian Act (Canada).

"Official Enrollment List" means the official enrollment list for the Ta'an Kwach'an Council prepared by the Enrollment Commission pursuant to Chapter 3 of the Final Agreement;

"Official Voters List" means the official voters list prepared by the Ratification Committee pursuant to 4.0 of Schedule A to Chapter 2 of the Final Agreement;

"Ratification Committee" means the Ratification Committee established pursuant to 3.1 of Schedule A to Chapter 2 of the Final Agreement.

2.0 GENERAL

2.1 Ratification of this Agreement by the Ta'an Kwach'an Council in accordance with this schedule shall be considered ratification by all persons eligible to be Citizens.

2.2 Where there is a reference in this schedule to a period of time after or before a specified day the period does not include that day.

2.3 Following discussions with the Ta'an Kwach'an Council, the Ratification Committee shall prepare a budget for the ratification process subject to review and approval by Canada. The approved expenses of the Ratification Committee shall be a charge on Canada.

3.0 INFORMATION CAMPAIGN

- 3.1 The Ratification Committee shall be responsible for affording eligible voters a reasonable opportunity to review the substance and details of this Agreement through the use of a communications strategy which may include videos, information booklets, community visits, door to door visits and accurate map reproductions.
- 3.2 Only printed, audio and visual material submitted by the Ratification Committee to, and approved by, the Parties shall be made available, or distributed, to eligible voters by the Ratification Committee pursuant to 3.1. Material submitted by the Ratification Committee to a party shall be considered approved by that party unless the Ratification Committee receives written notice otherwise within 15 calendar days of the material being received by that party.

4.0 VOTING PROCESS

- 4.1 Only persons whose names appear on the Official Voters List shall be eligible to vote.
- 4.2 The voting process for ratification of this Agreement shall be the same as that determined for ratification of the Final Agreement pursuant to 6.0 of Schedule A to Chapter 2 of the Final Agreement.
- 4.3 The vote on the ratification of this Agreement and the vote on the ratification of the Final Agreement shall be combined in a single ratification process which shall consist of a single vote.
- 4.4 The ballot shall ask the following question:
- Do you approve of the Ta'an Kwach'an Council Final Agreement, the Ta'an Kwach'an Council Self-Government Agreement, the dissolution of the Ta'an Kwach'an Band, and the transfer of all of its liabilities and assets including Lake Laberge Indian Reserve No. 1, to the Ta'an Kwach'an Council?
- 4.5 The appearance and format of the ballot shall be approved by the Parties.

5.0 RATIFICATION OF THIS AGREEMENT BY THE TA'AN KWACH'AN COUNCIL

- 5.1 The Ta'an Kwach'an Council shall be considered to have ratified this Agreement if:
- 5.1.1 a majority of the eligible voters on lists one and two of the Official Voters List, together, cast a ballot approving this Agreement, and

- 5.1.2 a majority of the eligible voters on lists one and three of the Official Voters List, together, cast a ballot approving this Agreement.
- 5.2 The Ratification Committee shall, as soon as practical and in any event no later than 21 days after the last day of the vote, tabulate and publish the results of the vote showing:
 - 5.2.1 the total number of persons on each of lists one, two and three of the Official Voters List;
 - 5.2.2 the total number of ballots cast;
 - 5.2.3 the total number of ballots cast by persons on each of lists one, two and three of the Official Voters List;
 - 5.2.4 the total number of ballots cast by persons on lists one and two of the Official Voters List, together, which approve this Agreement, which do not approve this Agreement, which are spoiled and which are rejected; and
 - 5.2.5 the total number of ballots cast by persons on lists one and three of the Official Voters List, together, which approve this Agreement, which do not approve this Agreement, which are spoiled and which are rejected.
- 5.3 The Ratification Committee shall publish the results of the vote pursuant to 5.2 in the communities in which the Official Voters List was published pursuant to 3.3 of Schedule A to Chapter 2 of the Final Agreement and may publish the results in such other locations as the Ratification Committee determines.
- 5.4 The Ratification Committee shall prepare and submit to the Parties, within 14 days after publishing the results of the vote, a report setting out the results referred to in 5.2, and the details of the carrying out of the Ta'an Kwach'an Council ratification process.
- 5.5 After ratification of this Agreement by the Ta'an Kwach'an Council but prior to signing of this Agreement by the Parties, the chief negotiator on behalf of Canada, the principal negotiator on behalf of the Yukon, and either the Hereditary Chief or Chairperson, on behalf of the Ta'an Kwach'an Council, may agree to minor amendments to this Agreement.

6.0 RATIFICATION OF THIS AGREEMENT BY GOVERNMENT

- 6.1 This Agreement may be presented by the Yukon Minister with responsibility for land claims to the Executive Council for ratification and by the Minister of Indian Affairs and Northern Development to Cabinet for ratification, prior to ratification by the Ta'an Kwach'an Council, and if not so presented, shall be so presented within three months after the Ratification Committee submits its report pursuant to 5.4 if the results of the vote constitute a ratification of this Agreement by the Ta'an Kwach'an Council.

7.0 SIGNING OF THIS AGREEMENT

- 7.1 This Agreement shall be signed by representatives of the Ta'an Kwach'an Council, Canada and the Yukon as soon as practicable after ratification by the Parties.
- 7.2 As soon as practicable after the signing of this Agreement, the Yukon Minister with responsibility for land claims and the Minister of Indian Affairs and Northern Development shall sponsor orders-in-council to bring this Agreement into effect.