

**LITTLE SALMON/CARMACKS FIRST NATION**

**FINAL AGREEMENT**

**IMPLEMENTATION PLAN**

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Little Salmon/Carmacks First Nation Final Agreement  
Implementation Plan  
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**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

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**IMPLEMENTATION PLAN  
FOR THE  
LITTLE SALMON/CARMACKS FIRST NATION  
FINAL AGREEMENT**

**AMONG:**

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

**AND:**

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

**AND:**

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

hereinafter referred to as the “Parties”.

**WHEREAS:**

The Parties signed the document entitled the Little Salmon/Carmacks First Nation Final Agreement (hereinafter referred to as the “LSCFA”) on the 21<sup>st</sup> day of July, 1997;

chapter 28 of the LSCFA, among other things, provides for the completion and approval by the Parties of an implementation plan for the LSCFA (hereinafter referred to as the “LSCFA Plan”);

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

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**NOW THEREFORE**, the Parties agree as follows:

**Interpretation of the LSCFA Plan**

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

**Legal Status of the LSCFA Plan**

5. The LSCFA Plan shall be attached to but shall not form part of the LSCFA.
6. The Umbrella Final Agreement Implementation Plan, as signed on the 29th day of May, 1993 by the Parties to the Umbrella Final Agreement identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the Umbrella Final Agreement
7. The Umbrella Final Agreement Implementation Plan and the LSCFA Plan shall be read together.

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8. The provisions of the LSCFA Plan contained in paragraphs 8, 11 and 12 constitute a contract between the Parties. Pursuant to 28.4.8 of the LSCFA, the Parties expressly intend that the provisions of the remaining portions of the LSCFA Plan and the provisions of the LSCFA Plan contained in Annexes A, B, C, D and E do not constitute a contract between the Parties.
9. Subject to paragraph 8, the provisions of the LSCFA Plan represent the agreement of the Parties regarding the manner in which the provisions of the LSCFA will be implemented, and are not intended to create legal obligations.

**Contents of the LSCFA Plan**

10. The LSCFA Plan consists of the provisions contained herein, and the documents set out below.
- 10.1 Annex A: “Activity Sheets” describing specific activities, projects and measures for implementation of the LSCFA;
- 10.2 Annex B: Arrangements in respect of the:
- Regional Land Use Planning Commission;  
Carmacks Renewable Resources Council;  
Settlement Land Committee;
- 10.3 Annex C: An information strategy;
- 10.4 Annex D: Economic Planning;

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- 10.5 Annex E: Co-ordination of the LSCFA and the LittleSalmon/Carmacks Self-Government Agreement (hereinafter referred to as the “LSCSGA”) Implementation.

**Implementation Funding**

11. Subject to any amendment of the LSCFA Plan by the Parties, Canada shall make financial payments to the LSCFN as follows:
- 11.1 \$334,760 (1996 constant dollars) per annum;
- 11.2 \$8 13,000 (1996 constant dollars) for one-time implementation projects and activities;
- 11.3 \$38,000 (1996 constant dollars) for its participation on the Settlement Land Committee;
- 11.4 The payments referred to in 11.1, 11.2 and 11.3 above shall be escalated from 1996 constant dollars to their Entry Year Value as defined in the Little **Salmon/Carmacks** First Nation Financial Transfer Agreement (hereinafter referred to as the LSCFTA) dated September 29, 1997, in accordance with the computation method for annual adjustment set out in Schedule 1, Part 6 of the Umbrella Final Agreement Implementation Plan.
- 11.5 The payments referred to in 11.1 and 11.3 above shall be made in accordance with the provisions of the LSCFTA and shall be escalated **from** their Entry Year Value in accordance with the computation method for the Annual Price Escalator set out in Annex 6 of the LSCFTA.

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- 11.6 The payment referred to in 11.2 above shall be made as a lump sum payment, by a transfer agreement other than the LSCFTA, as an unconditional grant as soon as practicable after the LSCSGA becomes effective, not subject to the Cash Management Policy of the Government of Canada.
- 11.7 The payment of the amounts set out in 11.1, 11.2 and 11.3, or any amended amount required to be paid, represents the fulfilment of Canada's obligation to provide funding to the LSCFN for the period of time identified in LSCFTA.
12. Subject to any amendment of the LSCFA Plan by the Parties, the Yukon shall pay \$79,870 (1996 constant dollars) per annum to the Carmacks Renewable Resources Council established pursuant to 16.6.0 of the LSCFA. This payment will be subject to annual adjustments in the manner described in Part 6 of Schedule 1 of the UFA Implementation Plan.
13. Subject to any amendment of the LSCFA Plan by the Parties, the payment by Canada to the Yukon of the amount described in paragraph 12, or any amended amount required to be paid, represents the fulfilment of Canada's obligation to provide funding to the Carmacks Renewable Resources Council for the first ten year period, pursuant to 16.6.7 of the LSCFA.
14. The Yukon, following consultation with the LSCFN, shall establish funding arrangements with the Carmacks 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.
15. The Carmacks 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.

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16. The LSCFN shall provide an amount of up to \$38,000 (1996 constant dollars) for its participation on the Settlement Land Committee established pursuant to 15.3 .O of the LSCFA.
  
17. Notwithstanding the provisions of paragraph 11.3, Government may enter into agreements with the LSCFN 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 LSCFA. Notwithstanding the provisions of paragraph 12, Government may enter into agreements with the Carmacks Renewable Resources Council to provide funding for any projects, activities and responsibilities to be undertaken by the Carmacks Renewable Resources Council in addition to the projects, activities and responsibilities reflected in an annual budget approved by Government pursuant to LSCFA 2.12.2.8.

**Implementation Plan Monitoring**

18. Within 30 days after the Effective Date of the LSCFA, 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 LSCFA Plan.

**Implementation Plan Review**

19. Unless the Parties otherwise agree, they shall complete a review of the LSCFA Plan to determine the adequacy of the provisions of the LSCFA Plan and of the implementation funding provided under the LSCFA Plan,
  - 19.1 in the fifth fiscal year following the Effective Date of the LSCFA;
  - 19.2 in the ninth fiscal year following the Effective Date of the LSCFA; and
  - 19.3 thereafter, as the Parties may agree.



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20. The Parties shall make best efforts to complete a review pursuant to paragraph 19 by the first day of July in the fiscal year prior to the year in which the recommendations of the review will be implemented.

**Amendment**

21. The Parties, by agreement, may amend the LSCFA Plan at any time, and any amendment to the LSCFA Plan shall be made in writing by the Parties.
22. The Parties shall consider whether to amend the LSCFA Plan as a result of any recommendation from representatives of the Parties or any recommendations arising from a review conducted pursuant to paragraph 19 of the LSCFA Plan. Financial resources provided pursuant to the amendment of the LSCFA Plan shall be provided in the manner described in the amended LSCFA Plan.

**Effective Date of the LSCFA Plan**

23. The LSCFA Plan shall take effect as of the Effective Date of the LSCFA.

**Signing of the LSCFA Plan**

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

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

Eddie Skookum  
Eddie Skookum  
Chief

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

Billy Peter Johnnie  
Billy Peter Johnnie - Elder Councillor

Melissa Tulk  
Melissa Tulk - Youth Councillor

Alma Wrixon  
Alma Wrixon - Wolf Councillor

Jerry Charlie  
Jerry Charlie - Wolf Councillor

Terry Billy  
Terry Billy - Crow Councillor

Elizabeth Anderson  
Elizabeth Anderson - Crow Councillor

September 26, 1997  
Date

**LITTLE SALMON/CARMACKS FIRST NATION  
FINAL AGREEMENT IMPLEMENTATION PLAN**


**SIGNED** at \_\_\_\_\_ on behalf of the Government of Canada:


\_\_\_\_\_  
The Honourable Jane Stewart  
Minister of Indian Affairs  
and Northern Development

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
The Honourable Piers McDonald  
Government Leader

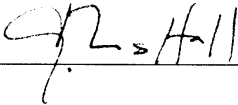
  
\_\_\_\_\_  
Witness

Sept 22, 1997  
Date

**LITTLE SALMON/CARMACKS FIRST NATION  
FINAL AGREEMENT IMPLEMENTATION PLAN**

**SIGNED** at Ottawa on behalf of the Government of Canada:

  
\_\_\_\_\_  
The Honourable Jane Stewart  
Minister of Indian Affairs  
and Northern Development

  
\_\_\_\_\_  
Witness

September 29, 1997  
Date

**SIGNED** at \_\_\_\_\_ on behalf of the Government of the Yukon:

\_\_\_\_\_  
The Honourable Piers McDonald  
Government Leader

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**ACRONYMS**

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**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>LSCFA</b>	-	<b>Little Salmon/Carmacks First Nation Final Agreement</b>
<b>LSCFN</b>	-	<b>Little Salmon/Carmacks First Nation</b>
<b>LSCSGA</b>	-	<b>Little Salmon/Carmacks First Nation Self-Government Agreement</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>UFA</b>	-	<b>Umbrella Final Agreement</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>

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**ANNEX A**

**ACTIVITY SHEETS**

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

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 LSCFA to be addressed prior to the Effective Date or in the negotiation or ratification of the LSCFA.

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** UFA amendment

**RESPONSIBLE PARTY:** LSCFN

**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 Final Agreement;

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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- (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, 6.1.8 or 16.11.4 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, and to any amendment to Schedule B - 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 Final 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, 6.1.8 or 16.11.4 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, and to any amendment to Schedule B - 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 Little Salmon/Carmacks First Nation by a recommendation of the Council of the Little Salmon/Carmacks First Nation approved by the Assembly in two meetings held at least three months apart.
  - (b) The Little Salmon/Carmacks First Nation shall provide Government with a certified copy of a recommendation approved pursuant to 2.3.5.3(a), and Government shall be entitled to rely on that approved recommendation as conclusive evidence of compliance with 2.3.5.3(a).



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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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: 24.12.3**

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	If LSCFN identifies need to amend the UFA, forward proposal for amendment to CYI.	As necessary
LSCFN	If proposal for UFA amendment originates with another party, receive proposal for amendment from CYI.	When available
LSCFN	Review and communicate views to CYI on response to proposal.	As soon as practicable after receipt of proposal
LSCFN, UFA parties	At discretion, address specific requirements for amendment process.	As soon as practicable, if amendment is to be pursued
LSCFN	Consult with CYI during negotiation of terms of amendment.	As necessary
LSCFN	Review proposed amendment and provide opinion to CYI regarding amendment.	Within reasonable time after negotiations are complete, and according to procedure set out in LSCFA
LSCFN	Receive notice of and consider opinion of other YFNs.	Within reasonable time

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Take steps required to give effect to amendment, including any consequential amendment of the LSCFA Plan.	As soon as practicable if all UFA parties consent to amendment
Canada, Yukon, LSCFN	Publish the amendment as required by UFA 2.3.6.	As soon as practicable after all UFA parties consent to amendment

**Planning Assumptions**

1. This Activity Plan describes procedure with respect to the activities of LSCFN in respect of UFA amendments. The fourth activity indicates that LSCFN 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. This opportunity should enable the consequences for LSCFN of an affirmative response to a proposal for amendment to be addressed.
2. It is expected that the LSCFN 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. The Parties may wish to seek appropriate amendments to legislation to reflect amendments of the UFA.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Amendment of the LSCFA

**RESPONSIBLE PARTY:** Canada, Yukon, LSCFN

**PARTICIPANT/ LIAISON:** None identified

**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 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, 6.1.8 or 16.11.4 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, and to any amendment to Schedule B - 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 Final 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, 6.1.8 or 16.11.4 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, and to any amendment to Schedule B - 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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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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 Little Salmon/Carmacks First Nation by a recommendation of the Council of the Little Salmon/Carmacks First Nation approved by the Assembly in two meetings held at least three months apart.
- (b) The Little Salmon/Carmacks First Nation shall provide Government with a certified copy of a recommendation approved pursuant to 2.3.5.3 (a), and Government shall be entitled to rely on that approved recommendation 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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Any party	Identify need to amend the LSCFA and forward proposal for amendment to the other parties.	As necessary
Parties	Review and respond to the proposal.	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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Parties	Initiate the approval process.	As soon as practicable after the negotiations are complete
LSCFN	Hold two Assembly meetings at least three months apart to seek approval of the recommendation of the Council of the LSCFN.	As required
LSCFN	Notify Government of the result of the approval process, and if approval is granted, provide Government with a certified copy of the recommendation approved pursuant to 2.3.5.3(a).	Once LSCFN approval process is complete
Canada and Yukon	Undertake the approval process.	Upon receipt of the LSCFN resolution approving the amendment
Governor in Council	If Parties approve 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
LSCFN	Publish amendment in LSCFN law register.	As soon as practicable after the amendment is given effect

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** LSCFN legal entities

**RESPONSIBLE PARTY:** LSCFN

**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 Little Salmon/Carmacks First Nation may cause any of its rights, obligations and liabilities set out in this Agreement to be held, on its behalf, by any legal entity wholly controlled by the Little Salmon/Carmacks First Nation, provided any transfer does not adversely affect the exercise of rights, obligations and liabilities set out in this Agreement.

2.11.7.2 The Little Salmon/Carmacks First Nation, 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 Little Salmon/Carmacks People for any damage or loss suffered by Little Salmon/Carmacks People as a result of any failure of the Little Salmon/Carmacks First Nation 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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Maintain public register identifying all rights, obligations and liabilities held on behalf of the LSCFN pursuant to 2.11.7.1.	Ongoing after the Effective Date
LSCFN	At discretion, alter entity holding rights, obligations or liabilities.	As necessary
LSCFN	Amend register to reflect alteration.	As required

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Resolution of overlapping claims

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

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 2, Schedule B

- 2.1 The Little Salmon/Carmacks First Nation 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Contact Overlapping YFN and enter discussions making best efforts to agree on a Contiguous Boundary.	As soon as practicable
LSCFN and Overlapping YFN	Submit agreed upon boundary to Canada and Yukon for approval.	If agreement is reached
Canada and Yukon	Review agreement and notify affected YFNs of determination.	As soon as practicable
LSCFN, Canada and Yukon	Amend LSCFN Traditional Territory to conform with new boundary.	As soon as practicable if Government approval is secured
LSCFN, Canada and Yukon	Seek consent of Overlapping YFN to amend the boundary agreed upon.	As required in the future if amendment is desired

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Overlapping YFN	Consider request and notify LSCFN, Canada and Yukon of determination.	Upon receipt of request
LSCFN, Canada and Yukon	Amend boundary of LSCFN Traditional Territory.	If consent granted



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Resolution of overlapping claims - panel of Elders

**RESPONSIBLE PARTY:** LSCFN, 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 Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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
LSCFN or Overlapping YFN or both	Appoint panel.	If agreement is reached to appoint a panel

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Panel of Elders	Consider issue and make written recommendation to LSCFN and Overlapping YFN on boundary.	No later than the date that a dispute can be referred to dispute resolution pursuant to 3.1
LSCFN 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 LSCFN and Overlapping YFN.	As soon as practicable
Canada and Yukon	Approve or reject recommendation. If rejecting, provide written reasons.	As soon as practicable
LSCFN, Canada and Yukon	If all parties approve, amend LSCFN Traditional Territory boundary.	As soon as practicable

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Resolution of overlapping claims - Dispute Resolution

**RESPONSIBLE PARTY:** LSCFN, 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 Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation, 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 3.3, 3.4, 4.0 (all), 5.1, 26.3.0

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**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Any party to LSCFA or to an Overlapping YFNFA	Refer dispute to dispute resolution process under 26.3.0 if conditions are met.	After one year from the Effective Date of the later of the YFNFA's
Any party to LSCFA 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, award costs to one or more of the parties, if conditions are met.	When determining Contiguous Boundary
LSCFN, Canada and Yukon	Amend LSCFN Traditional Territory boundary.	As soon as practicable after dispute is resolved

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Final Agreements with Overlapping YFNs

**RESPONSIBLE PARTY:** Government and LSCFN

**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 Little Salmon/Carmacks First Nation.

**CROSS REFERENCED CLAUSES:** None identified

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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 noted YFNFA within 10 years.	
Government	Propose to include provisions in an Overlapping YFNFA which resolve conflicts or inconsistencies in a manner other than that set out in this schedule and seek consent of the LSCFN.	As required during YFNFA negotiations

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Review proposal and notify Government of decision.	Upon receipt of proposal
Government	Incorporate alternate approach.  OR	If consent granted
Government	Abandon proposal.	If consent is not granted

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Traplines in Overlapping Area

**RESPONSIBLE PARTY:** LSCFN, 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 Little Salmon/Carmacks First Nation; or

6.1.2 the Little Salmon/Carmacks First Nation and the Overlapping Yukon First Nation agree.

**CROSS REFERENCED CLAUSES:** 16.11.0 (all)

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Consultation on specified matters in Overlapping Area

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

Chapter 2, Schedule B

7.1 Government shall Consult with the Little Salmon/Carmacks First Nation respecting any matter in an Overlapping Area which may affect the rights of Little Salmon/Carmacks People or the Little Salmon/Carmacks First Nation 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify LSCFN of matter which may affect rights of Little Salmon/Carmacks People or LSCFN and provide relevant information.	As required
LSCFN	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 LSCFN.	As required



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** LSCFN enrollment responsibilities -- After the dissolution of an Enrollment Committee

**RESPONSIBLE PARTY:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Receive documentation from Enrollment Committee.	Upon dissolution of the Enrollment Committee
LSCFN	Establish and publish procedures.	On assumption of enrollment duties

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Publicize and provide information in respect of the enrollment process to Little Salmon/Carmacks People.	As required
LSCFN	Continue enrollment in accordance with this clause.	As required
LSCFN	Deliver to Yukon updated list.	Annually on anniversary of Enrollment Committee's dissolution

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**PROJECT:** Continuation of enrollment

**RESPONSIBLE PARTY:** LSCFN

**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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Receive application for enrollment.	After dissolution of Enrollment Committee
LSCFN	Assess application and notify individual of determination.	Within 120 days of receipt of application

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
	<u>If application is accepted by LSCFN within 120 days:</u>	
LSCFN	Notify Government in writing of acceptance.	As soon as practicable
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 LSCFN within 120 days, and an appeal is initiated:</u>	
LSCFN	Prepare for and respond to an appeal before the Yukon Enrollment Commission or a single arbitrator.	As required
LSCFN and Enrollment Commission or arbitrator	Notify Government of new beneficiary.	If Enrollment Commission or arbitrator confirms eligibility

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

**RESPONSIBLE PARTY:** Canada (DIAND)

**PARTICIPANT/ LIAISON:** LSCFN

**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

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

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**PROJECT:** Identification of other Reserves

**RESPONSIBLE PARTY:** LSCFN, Minister of Indian Affairs and Northern Development,  
Governor in Council, Yukon

**PARTICIPANT/  
LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

4.3.6.1 Where the Little Salmon/Carmacks First Nation submits, prior to the Effective Date of this Agreement, one or more specific claims alleging that land at:

Little Salmon River #10, comprising parts of R-44B, R-45B and the Major Highway known as the Campbell Highway as shown on Territorial Resource Base Map 105 L/4, dated (date of initialling), in Appendix B - Maps, which forms a separate volume to this Agreement, comprising Reservation 105L04-0000-0002 being Lot 3, Group 904, Plan 1454 CLSR of 236.23 hectares more or less;

Carmacks #11, shown as C-2B on the Reference Plan of Carmacks, dated (date of initialing), in Appendix B - Maps, which forms a separate volume to this Agreement, comprising Reservation 115I01-0000-0010 being Lot 48, Group 903, Plan 2121 CLSR, 66557 LTO of 133.87 hectares more or less; or

Carmacks Landing #12, shown as C-1B/D on the Reference Plan of Carmacks, dated (date of initialing), in Appendix B - Maps, which forms a separate volume to this Agreement, comprising Reservation 115I01-0000-0009 being Lot 125, Group 903, Plan 50011 CLSR, 23344 LTO of 96.32 hectares more or less;

is a Reserve for the Little Salmon/Carmacks First Nation and the Minister of Indian Affairs and Northern Development, as part of settlement of the claim, proposes to recommend to the Governor in Council that it either recognize that land to be a Reserve or set it apart as a Reserve for the Little Salmon/Carmacks First Nation, the Little Salmon/Carmacks First Nation shall:

(a) notify the Minister that it elects to retain that land as Settlement Land,  
or

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- (b) notify the Minister that it wishes the Minister to make the recommendation to the Governor in Council, and if the Governor in Council recognizes or sets apart that land to be a Reserve for the Little Salmon/Carmacks First Nation, that land shall be retained as a Reserve pursuant to 4.1.1.1, and shall cease to be Settlement Land.

4.3.6.2 If the Little Salmon/Carmacks First Nation notifies the Minister under 4.3.6.1 (b), the parties to this Agreement shall negotiate whether, and to what extent, the exceptions and reservations referred to in 5.4.2 apply to that land.

**CROSS REFERENCED CLAUSES:** 2.3.4, 2.11.8, 4.1.1.1, 5.4.2, LSCSGA 29.0 (all)

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Minister	Notify LSCFN that, as part of the settlement of one or more of the identified specific claims, the Minister proposes to recommend to the Governor in Council that it recognize that land to be a Reserve or set it apart as a Reserve.	When attempting to settle a specific claim which has been accepted for negotiation prior to Effective Date
LSCFN	Review the notice and determine whether to retain the land as Settlement Land or to retain the land as a Reserve.	As soon as practicable after receipt of notice
LSCFN, Canada, Yukon	If the land is to be retained as a Reserve, enter into negotiations to determine whether, and to what extent, the exceptions and reservations referred to in 5.4.2 apply to that land.	As soon as practicable after receipt of notice
Minister	Once agreement on whether, and to what extent, the exceptions and reservations referred to in 5.4.2 apply to that land has been reached, recommend to Governor in Council that the land be recognized as a Reserve.	As soon as practicable after agreement reached

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Governor in council	Make a determination regarding recognition of land as a Reserve.	As necessary
Parties	Amend LSCFA in accordance with 2.3.4 process.	As soon as practicable after recognition of land as a Reserve by Governor in Council



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

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

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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 procedures, as may be amended from time to time.	As soon as practicable
LTO	Provide LSCFN with confirmation of registration.	As soon as practicable after registration

**Planning Assumptions**

1. In majority of cases, the LTO already holds adequate surveys for Settlement Land parcels that exist in fee simple. It will be the responsibility of LSCFN 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.

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**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 ("LTO")

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

**OBLIGATIONS ADDRESSED:**

- 5.2.3 Each Yukon First Nation shall register in the LTO 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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 procedures, as may be amended from time to time.	As soon as practicable
LTO	Provide the LSCFN 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.

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

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/ LIAISON:** LSCFN, 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 LTO 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Define boundaries of Settlement Land. (See Activity Plans, 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 LSCFN 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.

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

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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 LSCFN 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 Settlement Land including Site Specific Settlement Land and advise LSCFN in writing.	Following confirmation of survey plans for all LSCFN Site Specific Settlement Land parcels

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
	<u>If royalties and/or non-refunded rents are being collected:</u>	
Government	Establish system to account for: <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>	As soon as practicable after it is determined that royalties and/or non-refunded rents are being collected
Government	Account for and pay to LSCFN: <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>	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 LSCFN

**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.

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

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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 LSCFN 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 and Fee Simple Settlement Land including Site Specific Settlement Land and advise LSCFN in writing.	Following confirmation of survey plans for all LSCFN 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

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Account for and pay to LSCFN 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 LSCFN

**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.

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

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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:** Definition of "Encumbering Right" in 5.6.1 and 5.4.2, 5.6.3, 5.6.4, 5.6.6

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Government	Develop arrangements and procedures for Consultation identifying contacts, timelines, general information guidelines, and any other information required by LSCFN 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 LSCFN, of intention to: - renew or replace an Encumbering Right; - issue a new Encumbering Right; - set Royalty, rent or fee described.	As required
LSCFN	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



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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify LSCFN of outcome.	Within reasonable time as set out in the arrangements and procedures for Consultation

**Planning Assumptions**

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.

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

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify LSCFN 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
LSCFN	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

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

**RESPONSIBLE PARTY:** LSCFN

**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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Advise Minister that LSCFN 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 LSCFN. 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

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Minister	If consistent, cancel Encumbering Right.	As soon as practicable
LSCFN	Replace Encumbering Right with interest provided by LSCFN.	Upon cancellation of Encumbering Right

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

**RESPONSIBLE PARTY:** Government, LSCFN

**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:** 5.7.5 (all), 7.5.0 (all)

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

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**PROJECT:** Reacquisition of Settlement Land

**RESPONSIBLE PARTY:** LSCFN

**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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Reacquire Settlement Land in fee simple title.	At discretion of LSCFN
LSCFN	Register fee simple title at LTO.	Upon reacquisition

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

**RESPONSIBLE PARTY:** LSCFN

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

**OBLIGATIONS ADDRESSED:**

5.13.1 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**

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Apply to LTO to deregister parcel of Category A or B Settlement Land.	At LSCFN discretion after the Effective Date
LTO	Verify that land is eligible for deregistration under this clause.	Upon application by LSCFN
LTO	If eligible, deregister parcel and notify LSCFN of deregistration.	As soon as practicable



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Consent for access to Waterfront Right-of-Way

**RESPONSIBLE PARTY:** LSCFN

**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)

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Consent for establishment of permanent camp or structure on Waterfront Right-of-Way

**RESPONSIBLE PARTY:** LSCFN, 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)

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Agreement to amend, revoke or reinstate a right of access provided by a Settlement Agreement

**RESPONSIBLE PARTY:** LSCFN, 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

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Right of access for outfitting concession holders

**RESPONSIBLE PARTY:** Canada, Yukon, LSCFN

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

6.1.2.1 An outfitting concession holder shall have a right of access to use Settlement Land for outfitting as follows:

- (a) if this Agreement comes into effect between June 30th of a year and March 16th of the following year, the outfitting concession holder shall have a right of access to use Settlement Land for outfitting until the following June 21st and shall have a further right of access to Settlement Land for the purpose of removing personal property until the following July 31st.
- (b) if this Agreement comes into effect between March 15th and July 1st, the outfitting concession holder shall have a right of access to use Settlement Land for outfitting until the following November 30th and shall have a further right of access to Settlement Land for the purpose of removing personal property until the following July 31st.

**CROSS REFERENCED CLAUSES:** None identified

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, LSCFN	Jointly inform outfitting concession holders of rights of access for removal of their property.	No later than 30 days after Effective Date or as soon thereafter as the Parties agree is reasonable
LSCFN	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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Determining liability of LSCFN on Undeveloped Settlement Land

**RESPONSIBLE PARTY:** LSCFN

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Reporting damage to Settlement Land as a result of an emergency

**RESPONSIBLE PARTY:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Develop procedures regarding monitoring/ reporting damage.	After Effective Date
LSCFN	Respond to report of damage. Assess extent of damage.	As soon as practicable after report is received
LSCFN	At discretion, request compensation for damage.	As soon as practicable after determining extent of damage
LSCFN	Attempt to negotiate settlement.	As necessary

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Conditions of access

**RESPONSIBLE PARTY:** LSCFN

**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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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>	
LSCFN	At discretion, refer to Surface Rights Board pursuant to 6.3.7 or to court.	Within a reasonable period of time
LSCFN	Prepare for and participate in Surface Rights Board or court process.	In accordance with Surface Rights Board or court rules

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Designation of Undeveloped Settlement Land to be Developed Settlement Land and Developed Settlement Land to be Undeveloped Settlement Land

**RESPONSIBLE PARTY:** LSCFN, 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, LSCFA Appendix A 3.2.2

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN 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
LSCFN or Yukon or Canada (other 2 parties)	Review proposal and respond to initiating party.	Within a reasonable period of time
LSCFN, Yukon, Canada	Attempt to reach three party agreement through negotiation.	
LSCFN, Yukon, Canada	Amend LSCFA as set out in 2.3.5.	If amendment required
LSCFN	Register changed designation in LSCFN land registry system.	



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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Government	Record changed designation.	
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**Planning Assumption**

1. Maps of Settlement Land may have to be changed to indicate redesignation.

**LITTLE SALMON/CARMACKS FIRST NATION 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:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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
LSCFN	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 LSCFA pursuant to 2.3.5.	As required

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Right of access to cross Undeveloped Settlement Land

**RESPONSIBLE PARTY:** LSCFN

**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

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Consent to changes in terms or conditions relating to access of a licence, permit or other right of access

**RESPONSIBLE PARTY:** LSCFN

**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)

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Reference to Surface Rights Board

**RESPONSIBLE PARTY:** LSCFN

**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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, 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 LSCFN and Government under 6.6.0 to Surface Rights Board for resolution.	As required
LSCFN, affected Person	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules
LSCFN, affected Person	If an order is issued by the Surface Rights Board, comply with order.	As necessary

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**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:** LSCFN

**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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, its agents or contractors	Where reasonable, notify LSCFN before exercising any right of access to enter, cross and stay on LSCFN 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
LSCFN	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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN or Government	At discretion, initiate negotiations.	If no terms and conditions negotiated
LSCFN	Monitor access.	

**Planning Assumption**

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

**LITTLE SALMON/CARMACKS FIRST NATION 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:** LSCFN

**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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, its agents or contractors	Notify LSCFN 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
LSCFN	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.  OR  If consent not granted, cease access and at discretion, refer issue to Surface Rights Board.	As necessary   Within a reasonable period of time



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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
LSCFN	Monitor access.	During and after access

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**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:** LSCFN

**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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Person authorized by Law	Notify LSCFN of intention to exercise right of access, including brief description of activity and project or program and anticipated length of access.	Prior to access
LSCFN	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 LSCFN.	Prior to access

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Person authorized by Law	Exercise access (as may be adjusted by agreement with LSCFN).	After consideration of LSCFN views
LSCFN	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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**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:** LSCFN

**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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Person authorized by Law	Notify LSCFN 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
LSCFN	Review notification and notify authority of decision	Within a reasonable period of time after notification

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Person authorized by Law	If consent granted, exercise access.  OR  If consent not granted, cease access and at discretion, refer issue to Surface Rights Board.	As necessary   Within a reasonable period of time
LSCFN	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
LSCFN	Monitor access.	During and after access

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Liability for damage to Settlement Land

**RESPONSIBLE PARTY:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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 LSCFN any significant damage to Settlement Land.	As soon as practicable after damage is caused
LSCFN	Assess extent of damage to Settlement Land or improvements to its Settlement Land.	As soon as practicable after receipt of report
	<u>If LSCFN makes determination to seek compensation:</u>	
	Request compensation for damage after receiving report of damage.	As necessary

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN 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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Department of National Defence ("DND") right of access

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

**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

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



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Establishment of terms and conditions of access by LSCFN

**RESPONSIBLE PARTY:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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
LSCFN, Government	Attempt to negotiate terms and conditions for the exercise of a right of access listed above.	Within reasonable time after notification by LSCFN

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	<p><u>If no negotiated agreement:</u></p> <p>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.</p>	Within a reasonable period of time
LSCFN	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

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

**RESPONSIBLE PARTY:** Expropriating Authority

**PARTICIPANT/ LIAISON:** LSCFN, 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 at include at least one nominee of the Affected Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 7.5.1, 7.5.2 (all), 7.6.0 (all), 7.7.1, 7.7.2

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**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Expropriating Authority	Notify LSCFN of proposal to acquire or expropriate Settlement Land.	As required
LSCFN and Expropriating Authority	Prepare for negotiations.	Upon receipt of notice
Expropriating Authority and LSCFN	Negotiate location and extent of land to be acquired or expropriated.	At a time agreeable to the parties
LSCFN	If there is an objection filed by LSCFN, prepare for and participate in public hearing process pursuant to 7.6.0 or the public hearing in accordance with Legislation.	Upon notice
Expropriating Authority	If, following the public hearing process, the Expropriating Authority intends to proceed, notify LSCFN of intention to seek authority to expropriate.	At its discretion after public hearing is complete
Expropriating Authority	Seek Governor in Council or Commissioner in Executive Council authority 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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Expropriation -- Compensation

**RESPONSIBLE PARTY:** Expropriating Authority

**PARTICIPANT/ LIAISON:** LSCFN, 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 following provisions shall apply (see LSCFA, clauses 7.5.2.1 to 7.5.2.10):

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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Expropriating Authority	Notify LSCFN of desire to negotiate compensation.	As required in conjunction with an expropriation
LSCFN	Prepare for negotiations.	Upon receipt of notice
LSCFN and Expropriating Authority	Negotiate compensation.	At a time agreeable to the parties
<u>If no agreement on compensation:</u>		
LSCFN 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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN 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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Inclusion of LSCFN nominee(s) on board, committee or other panel authorized by the National Energy Board Act

**RESPONSIBLE PARTY:** National Energy Board

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
National Energy Board	Notify LSCFN that a board, committee or other body is being established and request nominee(s).	As required
LSCFN	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.



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Compensation payable in relation to the exercise of a Flooding Right identified in LSCFA

**RESPONSIBLE PARTY:** Authority exercising Flooding Right

**PARTICIPANT/ LIAISON:** LSCFN

**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

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

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

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

**PARTICIPANT/ LIAISON:** LSCFN, 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

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Variation of land allocation

**RESPONSIBLE PARTY:** Government, affected YFNs

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Land exchange

**RESPONSIBLE PARTY:** Canada, Yukon, LSCFN

**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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, or LSCFN	At the discretion of any party, propose a land exchange.	After the Effective Date
Canada, Yukon and LSCFN	Review proposal and negotiate exchange.	If the Parties agree
Canada, Yukon and LSCFN	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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Exchange of lands described in Reservation #19 for Settlement Land

**RESPONSIBLE PARTY:** LSCFN, Government

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

9.6.1.1 In this Specific Provision, the following definitions shall apply.

"Land" means the lands described in Reservation #19 in the land records of the Lands Branch - Department of Community and Transportation Services.

"Bridge" means a bridge over the Yukon River situated partially upon the Land.

9.6.1.2 If, within 30 years of the Effective Date of this Agreement, Government has not commenced construction of the Bridge, Government shall, as soon as practicable thereafter, review the viability of the Bridge and shall Consult with the Little Salmon/Carmacks First Nation as part of the review process.

9.6.1.3 If, after conducting the review referred to in 9.6.1.2, Government determines that it no longer requires the Land for the purpose of constructing the Bridge, it shall give written notice to the Little Salmon/Carmacks First Nation advising of that determination and offering to exchange the Land for Settlement Land of equivalent value.

9.6.1.4 If, within 50 years of the Effective Date of this Agreement, Government has not commenced construction of the Bridge, it shall give written notice to the Little Salmon/Carmacks First Nation advising of that fact and offering to exchange the Land for Settlement Land of equivalent value.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**OBLIGATIONS ADDRESSED:**

- 9.6.1.5 The Little Salmon/Carmacks First Nation may, within 90 days of receiving either the notice referred to in 9.6.1.3 or the notice referred to in 9.6.1.4, give written notice to Government that it wishes to obtain all or part of the Land as Fee Simple Settlement Land in exchange for Settlement Land of equivalent value and as soon thereafter as practicable, Government and the Little Salmon/Carmacks First Nation shall enter into negotiations with a view to concluding such an exchange.
- 9.6.1.6 If, within 120 days of commencing the negotiations referred to in 9.6.1.5, Government and the Little Salmon/Carmacks First Nation fail to reach agreement on the terms and conditions of the proposed exchange, either party may refer the matter to the dispute resolution process under 26.3.0.
- 9.6.1.8 The Little Salmon/Carmacks First Nation may, within 30 days of receipt of the arbitrator’s decision or order, withdraw the written notice it gave to Government pursuant to 9.6.1.5 and upon so doing, the obligations of Government under 9.6.1.1 through 9.6.1.8 shall cease.

**CROSS REFERENCED CLAUSES:** 2.3.5 (all), 9.6.1.7, 26.3.0 (all)

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	If Bridge construction has not been commenced within 30 years of the Effective Date, notify and provide relevant details to LSCFN regarding review of viability of the Bridge.	As soon as practicable after 30 year period
LSCFN	Prepare and present views to Government.	Within a reasonable period of time indicated by Government

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Review viability of the Bridge providing full and fair consideration of views presented by LSCFN as part of the review process.	Within a reasonable period of time after receiving LSCFN views
Government	Determine whether the Land is required for construction of the Bridge. Notify LSCFN of outcome.  <u>If it is determined that the Land is not required for construction of the Bridge:</u>	After conducting review
Government	Provide written notice to LSCFN that the Land is no longer required and offer to exchange the Land for Settlement Land of equivalent value.	As soon as practicable after making determination
LSCFN	Review notice and determine if it wishes to obtain all or part of the Land in exchange for Settlement Land. If LSCFN wishes to obtain the Land, provide written notice to Government.	Within 90 days of receiving written notice that the Land is not required for Bridge construction
Government and LSCFN	Enter into negotiations to conclude an exchange of lands.	As soon as practicable after LSCFN gives written notice that it wishes to obtain all or part of the Land
Government or LSCFN	If no agreement on exchange within 120 days of commencing negotiations, at discretion refer matter to dispute resolution under 26.3.0.	Within a reasonable period of time

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon and LSCFN	Amend Settlement Land description and other records as required.	If exchange of lands occurs
<b>OR</b>		
<u>If it is determined that the Land is required for Bridge construction and if Bridge construction has not been commenced within 50 years of the Effective Date:</u>		
Government	Provide written notice to LSCFN that Bridge construction has not been commenced and offer to exchange the Land for Settlement Land of equivalent value.	As soon as practicable after 50 year period
LSCFN	Review notice and determine if it wishes to obtain all or part of the Land in exchange for Settlement Land. If LSCFN wishes to obtain the Land, provide written notice to Government.	Within 90 days of receiving written notice that Bridge construction has not been commenced within 50 year period
Government and LSCFN	Enter into negotiations to conclude an exchange of lands.	As soon as practicable after LSCFN gives written notice that it wishes to obtain all or part of the Land
Government or LSCFN	If no agreement on exchange within 120 days of commencing negotiations, at discretion refer matter to dispute resolution under 26.3.0.	Within a reasonable period of time
Canada, Yukon and LSCFN	Amend Settlement Land description and other records as required.	If exchange of lands occurs

**OR**



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	If matter referred to arbitration, at discretion, withdraw written notice provided to Government pursuant to 9.6.1.5	Within 30 days of receipt of the arbitrator's decision or order

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

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

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** Carmacks 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.

**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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Forward proposal for a Special Management Area to the RRC or YHRB.	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.	

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Establish Special Management Area (after consideration of 10.4.1).	At discretion of Government

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Proposed establishment of a Special Management Area that includes Settlement Land

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** Carmacks 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.
- 10.3.5 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)

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	If LSCFN consents to proposal, forward proposal to the RRC or YHRB.	Following receipt of LSCFN 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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Negotiation of agreement regarding proposed Special Management Area which will adversely affect rights of the LSCFN under a Settlement Agreement

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Forward proposal for Special Management Area to LSCFN.	When Government proposes to establish a Special Management Area in the LSCFN Traditional Territory
LSCFN	Review Special Management Area proposal for impact on LSCFN rights under the LSCFA. Provide comments to Government regarding proposal for Special Management Area.	Within reasonable period of time
LSCFN, Government	Negotiate an agreement pursuant to 10.4.1.	At the request of any party
Government	At discretion, establish Special Management Area.	If agreement is reached
LSCFN, Government	At discretion, refer outstanding issues to mediation under 26.4.0.	If no agreement is reached

**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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Access to Special Management Area by Yukon Indian Person

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify LSCFN that access by a Yukon Indian Person to a Special Management Area within LSCFN Traditional Territory is proposed to be limited or prohibited for reasons of Conservation, public health or safety. Provide details.	As required
LSCFN	Prepare and present views to Government regarding reasons for limiting or prohibiting access.	Within a reasonable period of time
Government	Provide full and fair consideration of LSCFN views and provide response to LSCFN.	As necessary
LSCFN	At discretion, publish information to its citizens.	



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Negotiate an agreement for Special Management Area where Government has established Special Management Area pursuant to 10.4.4

**RESPONSIBLE PARTY:** LSCFN, 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

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Amendment to Special Management Area agreement negotiated pursuant to 10.4.1

**RESPONSIBLE PARTY:** LSCFN, 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN 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
LSCFN or Government (other party)	Review and respond to proposed amendment.	Within reasonable period of time
LSCFN, Government	Amend Special Management Area agreement.	If parties agree

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Appending Special Management Area agreement negotiated pursuant to 10.4.1 to LSCFA

**RESPONSIBLE PARTY:** LSCFN, 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN or Canada or Yukon	Propose that Special Management Area agreement negotiated under 10.4.1 be appended to and form part of the LSCFA.	At discretion of any party
LSCFN, Canada, Yukon	Review implications of appending Special Management Area agreement to LSCFA.	
LSCFN, Canada, Yukon	Append Special Management Area agreement to LSCFA pursuant to amending process under 2.3.4, 2.3.5 and 2.3.6.	If Parties agree to append to LSCFA
LSCFN, Canada, Yukon	Amend implementation plan.	As required

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

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** 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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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.	Within 10 years following adoption of management plan

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Designation of the Nordenskiöld Wetland Habitat Protection Area ("Area")

**RESPONSIBLE PARTY:** LSCFN, Yukon, Canada

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

- 1.1 The boundaries of the Nordenskiöld Wetland Habitat Protection Area (the "Area") shall be as set out on map "Nordenskiöld Wetland Habitat Protection Area, (NWHPA)" in Appendix B - Maps, which forms a separate volume to this Agreement.
  - 1.1.1 For greater certainty, the Area comprises that portion of Parcel R-2B identified as Nordenskiöld Wetland Habitat Protection Area on Territorial Resource Base Maps 115H/16 and 115I/1, dated the 21st of July, 1997 in Appendix B - Maps, which forms a separate volume to this Agreement.
- 1.2 The Yukon shall designate the Area as a protected habitat area, pursuant to the Wildlife Act, R.S.Y. 1986, c. 178, as soon as practicable after the Effective Date of this Agreement.
- 1.3 Designation as a protected habitat area shall not be removed from any part of the Area except with the agreement of Government and the Little Salmon/Carmacks First Nation.
- 1.4 Subject to 1.4.1, Canada shall withdraw the mines and minerals in the Area from 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, from exploration and development under the Canadian Petroleum Resources Act, R.S.C. 1985 (2d Supp.), c. 36, and from staking out a location for the mining of coal and from issuance of a licence to explore for coal pursuant to the Territorial Lands Act, R.S.C. 1985, c. T-7, for 24 months from the Effective Date of this Agreement or until a management plan is approved pursuant to 5.1, whichever is earlier.
  - 1.4.1 The withdrawal shall be subject to:

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- 1.4.1.1 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;
- 1.4.1.2 oil and gas rights, interests and privileges under the Canadian Petroleum Resources Act, R.S.C. 1985 (2d Supp.), c. 36, existing on the Effective Date;
- 1.4.1.3 rights granted under section 8 of the Territorial Lands Act, R.S.C. 1985, c. T-7, existing on the Effective Date; and
- 1.4.1.4 subject to 1.4.2, new licenses, permits or other rights which may be granted in respect of an interest described in 1.4.1.1, 1.4.1.2 or 1.4.1.3.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 1.1, 1.4.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Designate the Area as described in 1.1 pursuant to the <u>Wildlife Act</u> , R.S.Y. 1986, c. 178.	As soon as practicable after the Effective Date
Yukon	Notify LSCFN and Canada of designation.	As soon as practicable after designation
Canada	Subject to 1.4.1, withdraw the mines and minerals in the Area from 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, from exploration and development under the <u>Canadian Petroleum Resources Act</u> , R.S.C. 1985 (2d Supp.), c. 36, and from staking out a location for the mining of coal and from issuance of a licence to explore for coal pursuant to the <u>Territorial Lands Act</u> , R.S.C. 1985, c. T-7.	For 24 months from the Effective Date of this Agreement or until a management plan is approved pursuant to 5.1, whichever is earlier
Canada	Notify LSCFN and Yukon of withdrawal.	As soon as practicable after withdrawal

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government or LSCFN	If making a proposal to remove the designation as a habitat protection area, pursuant to the <u>Wildlife Act</u> , R.S.Y. 1986, c. 178, from any part of the Area, forward the proposal to the other parties.	As necessary
Government and/or LSCFN	Consider the proposal.	Within a reasonable period of time
Yukon	If the Government and LSCFN agree, remove the designation from the part of the Area.	



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IMPLEMENTATION PLAN**

**PROJECT:** Management plan for Nordenskiöld Wetland Habitat Protection Area ("Area")

**RESPONSIBLE PARTY:** LSCFN, Government

**PARTICIPANT/ LIAISON:** Carmacks Renewable Resources Council ("RRC")

**OBLIGATIONS ADDRESSED:**

Chapter 10, Schedule A

- 4.1 A steering committee shall be established to prepare a management plan for the Area.
- 4.2 The steering committee shall be comprised of four members, of whom two shall be nominated by the Little Salmon/Carmacks First Nation and two by Government.
- 4.6 The steering committee shall make best efforts to complete the management plan within 24 months of the Effective Date of this Agreement.
- 5.1 Government and the Little Salmon/Carmacks First Nation shall jointly approve the management plan.
- 5.2 If Government and the Little Salmon/Carmacks First Nation are unable to agree on the terms of the terms of the management plan, Government or the Little Salmon/Carmacks First Nation may refer the matter to the dispute resolution process under 26.3.0.
  - 5.2.1 Nothing in this schedule shall be construed to confer upon an arbitrator appointed pursuant to 5.2, any power to determine financial or other resources to be provided in connection with the Area by either the Little Salmon/Carmacks First Nation or Government.
- 6.1 The Area shall be managed in accordance with the approved management plan.
- 6.2 In the period prior to approval of the management plan pursuant to 5.1, the Area shall be managed in accordance with the objectives set out at 4.3.

**CROSS REFERENCED CLAUSES:** 10.7.1, Chapter 10 Schedule A 1.1, 1.2, 1.3, 1.4 (all), 2.1, 3.1, 4.3 (all), 4.4, 4.5, 5.1; 26.3.0

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Government	Establish the steering committee comprised of two members nominated by the LSCFN and two members nominated by Government.	As soon as practicable after Effective Date
Steering committee	Hold initial meeting to prepare a workplan for development of the management plan for the Area.	As soon as practicable after establishment of the steering committee
Steering committee	In accordance with the workplan, develop and recommend the management plan to LSCFN and Government.	Best efforts within 24 months of the Effective Date, consistent with the workplan
LSCFN, Government	Jointly approve the management plan.	As soon as practicable after receipt of the recommended management plan
LSCFN, Government	If Government and LSCFN are unable to agree on the terms of the management plan, refer the dispute to the dispute resolution process under 26.3.0.	As necessary
LSCFN, Government	Manage the Area in accordance with the objectives set out in 4.3.	Prior to approval of the management plan
LSCFN, Government	Manage the Area in accordance with the approved management plan.	Upon approval of the management plan

**Planning Assumption**

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Review of the Nordenskiöld Wetland Habitat Protection Area management plan

**RESPONSIBLE PARTY:** LSCFN, Government

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

- 5.3 Government and the Little Salmon/Carmacks First Nation shall review the management plan no later than five years after its initial approval and no later than every 10 years thereafter.

**CROSS REFERENCED CLAUSES:** None identified

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Government	Establish terms of reference for a joint review of the management plan, and identify resources required to undertake the review.	In the fourth year following the approval of the management plan as needed so that resource requirements can be addressed in the parties' budgets for the fifth year
LSCFN, Government	Complete review as agreed.	No later than five years after the initial approval of the management plan

**Planning Assumptions**

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Referral of proposed amendments to management plan for the Nordenskiold Wetland Habitat Protection Area ("Area") to the Carmacks Renewable Resources Council

**RESPONSIBLE PARTY:** LSCFN, Government, Carmacks Renewable Resources Council ("RRC")

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 10, Schedule A

5.4 Government and the Little Salmon/Carmacks First Nation shall refer any proposed amendments to the management plan to the Carmacks Renewable Resources Council for its review and recommendations.

**CROSS REFERENCED CLAUSES:** 10.7.1, Chapter 10 Schedule A 1.1, 1.2, 1.3, 2.1, 3.1, 4.3 (all), 4.4, 4.5, 6.2

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN or Government	Identify need for amendment to Area management plan.	As necessary
LSCFN, Government	Draft any proposed amendment(s) to the management plan and forward to the RRC for review and recommendations.	When amendments are being proposed
RRC	Consider proposed amendment(s) and forward recommendations to LSCFN and Government.	As soon as practicable after receiving proposed amendments
LSCFN, Government	Advise the RRC of the outcome concerning any proposed amendment(s) which the RRC has reviewed.	Following a decision about whether and how to amend the management plan

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

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

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

**PARTICIPANT/ LIAISON:** None identified

**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 Little Salmon/Carmacks First Nation shall be composed of one-third nominees of the Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation 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 to the total population in the planning region.

11.4.2.3 The Little Salmon/Carmacks First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region shall determine the Yukon First Nation nominees to the Regional Land Use Planning Commission.

11.4.2.4 Failing agreement pursuant to 11.4.2.2 or determination under 11.4.2.3, Government, the Little Salmon/Carmacks First Nation 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.

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

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Nominate Government nominees (1/3 of total nominees).	Upon decision to establish a RLUPC
LSCFN, other affected YFNs	Agree on individuals to represent YFNs (1/3 of total nominees).	Upon decision to establish a RLUPC
LSCFN or other affected YFNs	If no agreement on nominees, refer disagreement to dispute resolution under 26.3.0.	As necessary
Government, LSCFN and other affected YFNs	Agree on who will nominate each of the remaining nominees (1/3 of total nominees).	Upon decision to establish a RLUPC
Government, LSCFN or other affected YFNs	If no agreement on who should nominate remaining 1/3 of nominees, refer disagreement to dispute resolution under 26.3.0.	As necessary

**LITTLE SALMON/CARMACKS FIRST NATION 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"), LSCFN, 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 reason; 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:** 11.6.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify LSCFN 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

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, other affected YFNs, and 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 LSCFN, other affected YFNs and 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 LSCFN 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 may consider the entire recommended regional land use plan.



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

**RESPONSIBLE PARTY:** LSCFN

**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 reason; and

11.6.5.2 the affected Yukon First Nation shall then approve, reject or modify that part of the plan recommended under 11.6.5.1 after Consultation with Government.

**CROSS REFERENCED CLAUSES: 11.6.1**

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

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IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Review information and prepare and present views.	Within reasonable timeframe indicated by LSCFN
LSCFN	Provide full and fair consideration of views.	Before responding to the RLUPC
LSCFN	Prepare and forward to the RLUPC, the LSCFN 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 LSCFN response and make final recommendation for plan to LSCFN, including written reasons.	Upon receipt of LSCFN response to plan
LSCFN 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 LSCFN
LSCFN	Prepare and forward to the RLUPC the final LSCFN 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 LSCFN 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, LSCFN may consider the entire recommended regional land use plan.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Joint development of sub-regional or district land use plans

**RESPONSIBLE PARTY:** Government and LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government or LSCFN	Propose to the other party that a sub-regional or district land use plan be jointly prepared.	As appropriate
Government or LSCFN	Review the proposal and notify other party of whether it is willing to undertake joint planning.	Upon receipt of proposal
Government and LSCFN	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
Government	Review budget.	As soon as practicable upon receipt of budget submission

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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 LSCFN policies which may be in place from time to time.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** The ownership and management of Heritage Resources on Settlement Land

**RESPONSIBLE PARTY:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	<p>Develop and establish policies and procedures via mechanisms such as community-based research, regarding:</p> <ul style="list-style-type: none"> <li>- 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 LSCFN; and</li> </ul>	At discretion of LSCFN, after the Effective Date

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
	<ul style="list-style-type: none"><li>- Determination of ownership of those records which may be considered private property.</li></ul> <p>Establish a system to register ownership or custody of Heritage Resources, as required for transfer.</p>	
LSCFN	Manage resources.	

**Planning Assumptions**

1. Canada and Yukon will assist LSCFN 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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**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 the LSCFN Traditional Territory

**RESPONSIBLE PARTY:** LSCFN, 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 and 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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	<p>Develop and establish policies and procedures via mechanisms such as community-based research regarding:</p> <ul style="list-style-type: none"> <li>- 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;</li> <li>- Determination of ownership of those records which may be considered private property; and</li> <li>- Resolution of disputes when more than one YFN asserts ownership of a Heritage Resource.</li> </ul>	At discretion of LSCFN, after the Effective Date
LSCFN	<p>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.</p>	Ongoing
LSCFN, other YFNs	<p>If more than one YFN asserts ownership of a Heritage Resource attempt to resolve dispute.</p>	As disputes occur
LSCFN	<p>If the YFNs are unable to resolve the dispute among themselves, at discretion, refer to the YHRB.</p>	Within a reasonable period of time



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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada or Yukon	If any Moveable Heritage Resource found on Non-Settlement Land in LSCFN 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
LSCFN	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 LSCFN 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.

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

**RESPONSIBLE PARTY:** Canada, Yukon, LSCFN

**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 (all), 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, 28.3.3.5

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, LSCFN	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 LSCFN 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

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, LSCFN	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 LSCFN 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, LSCFN	Implement the strategic plan.	Following completion of the strategic plan
Canada, Yukon, LSCFN	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 the LSCFN 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 LSCFN, 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 LSCFN, 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

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- 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 (all), 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, 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, LSCFN and the other Yukon First Nation(s).

4. The development and management of the Heritage Resources of Yukon Indian People in that part of LSCFN Traditional Territory which, from time to time, overlaps the Traditional

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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.

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**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, LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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 LSCFN
LSCFN and Government	Discuss and determine assistance required to enable repatriation.	At the request of the LSCFN
Yukon and/or Canada	Provide technical and information assistance to the LSCFN to assist it to develop programs, staff and facilities.	As practicable

**Planning Assumption**

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

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

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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:** None identified

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Government	Develop arrangements and procedures for Consultation identifying contacts, timelines, general information guidelines, and any other information required by LSCFN and Government.	Within 60 days of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government	Notify LSCFN of subject matter of any proposed legislative or policy changes related to Heritage Resources in the Yukon.	As necessary, following Effective Date
LSCFN	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 the LSCFN.	
Government	Notify LSCFN 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.

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

**RESPONSIBLE PARTY:** Government, LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites, within existing budgets.	After the Effective Date
LSCFN, 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



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**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
YFNs or Yukon	Notify parties of desire 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

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon and YFNs	Provide Canada with definitions to be used in manual, and ask for response.	After agreement reached between Yukon and YFNs
Canada	Respond to Yukon and YFNs.	Within a reasonable period of time
Yukon and YFN	Incorporate Canada 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.

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

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Provide a list of existing research or interpretive reports and, as practicable, reports in preparation.	At request of LSCFN, as soon as practicable after Effective Date
LSCFN	Request the research or interpretive reports that are of interest to LSCFN.	Following receipt of the list
Government	Make available to LSCFN the requested research or interpretive reports.	At request of LSCFN
LSCFN	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 the LSCFN and/or access to information and privacy legislation whether to release to public. Provide details of decision to LSCFN.	Prior to the public release of reports or portions thereof

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**Planning Assumption**

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

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**PROJECT:** The provision of a written inventory of all Heritage Sites within the LSCFN Traditional Territory to the LSCFN

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

13.8.1.2 The following provisions shall apply to the management of Heritage Sites:

- (a) if, as of the Effective Date of this Agreement, Government has prepared a written inventory of sites within the Traditional Territory of the Little Salmon/Carmacks First Nation identified by Government as Heritage Sites, Government shall make a copy of the written inventory available to the Little Salmon/Carmacks First Nation;

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	If a written inventory of Heritage Sites within the LSCFN Traditional Territory has been prepared as of Effective Date, provide copy to LSCFN.	As soon as practicable

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**PROJECT:** The interim protection of a Heritage Site directly related to the culture and heritage of LSCFN

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

13.8.1.2 The following provisions shall apply to the management of Heritage Sites:

- (b) when requested by the Little Salmon/Carmacks First Nation, Government shall consider protection within existing Legislation for a period of time of a Heritage Site on Non-Settlement Land or Settlement Land within the Traditional Territory of the Little Salmon/Carmacks First Nation which is directly related to the culture and history of Yukon Indian People pending a decision by the Minister on Non-Settlement Land or the Minister and the Little Salmon/Carmacks First Nation on Settlement Land whether to designate the Heritage Site as a Designated Heritage Site;
- (c) Government shall Consult with the Little Salmon/Carmacks First Nation regarding the terms and conditions of the temporary protection which might apply to the Heritage Site; and

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Request, from Government, protection within existing Legislation for a period of time of a Heritage Site within the LSCFN Traditional Territory 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 LSCFN views regarding terms and conditions of the temporary protection.	As soon as practicable after request of LSCFN
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.

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**PROJECT:** The identification of proposed Designated Heritage Sites within LSCFN Traditional Territory.

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

13.8.1.2 The following provisions shall apply to the management of Heritage Sites:

- (d) Government shall advise the Little Salmon/Carmacks First Nation when land within the Traditional Territory of the Little Salmon/Carmacks First Nation is identified by Government as a proposed Designated Heritage Site.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.5.3, 13.5.3.9, 13.8.1.2 (b)

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Provide written notice to advise the LSCFN when land within its Traditional Territory is identified as a proposed Designated Heritage Site.	As soon as practicable after identification



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

**RESPONSIBLE PARTY:** Government, LSCFN

**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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, LSCFN	Consider the land use activities of other resource users in the management of interpretive and research activities at Heritage Sites.	Ongoing after Effective Date

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

**RESPONSIBLE PARTY:** Government, LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, LSCFN	Establish joint guidelines and conditions for a permit system within LSCFN Traditional Territory to control research activities at any site which may contain Moveable Heritage Resources.	After Effective Date
LSCFN	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 the LSCFN wishes to vary the joint guidelines set by the parties.	After joint guidelines and conditions are established by the parties
Government, LSCFN	Institute permit system.	
LSCFN	Monitor and enforce the guidelines and conditions applicable to Settlement Land pursuant to 5.5.1.	As required

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

**RESPONSIBLE PARTY:** Canada, Yukon, LSCFN

**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;

13.8.5.3 and the requirements of special events and traditional activities.

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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon and/or Canada and/or LSCFN	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 Effective Date and after completion of management plans
Yukon and/or Canada and/or LSCFN	Control access in accordance with the policies and procedures developed.	After plans developed

**Planning Assumption**

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

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

**RESPONSIBLE PARTY:** LSCFN

**PARTICIPANT/ LIAISON:** Surface Rights Board

**OBLIGATIONS ADDRESSED:**

- 13.8.7.1 A Person who accidentally discovers a Heritage Resource on Little Salmon/Carmacks First Nation Settlement Land shall take such steps as are reasonable in all the circumstances to safeguard the Heritage Resource and shall report as soon as practicable that discovery to the Little Salmon/Carmacks First Nation.
- 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 Little Salmon/Carmacks First Nation Settlement Land provided for in this Agreement may only continue to disturb a Heritage Site or Moveable Heritage Resource with the consent of the Little Salmon/Carmacks First Nation.
- 13.8.7.3 A Person described in 13.8.7.1 who is exercising a right of access or a right to use Settlement Land of the Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation; 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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Develop procedures with respect to the reporting of accidental discovery of a Heritage Resource and the safeguarding of the Heritage Resource.	Within one year of Effective Date

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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
LSCFN	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
LSCFN	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 LSCFN 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.

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

**RESPONSIBLE PARTY:** Government, LSCFN

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

13.8.7.4 The Little Salmon/Carmacks First Nation shall report to Government, as soon as practicable, the discovery on Settlement Land of the Little Salmon/Carmacks First Nation of any Documentary Heritage Resource reported to it under 13.8.7.1.

13.8.7.5 The Government and the Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation 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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, LSCFN	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
LSCFN	Report to Government the discovery of any Documentary Heritage Resource reported to LSCFN under 13.8.7.1.	As soon as practicable after report under 13.8.7.1
Government, LSCFN	Attempt to agree whether the Documentary Heritage Resources is a Public Record or a Non-Public Record.	

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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Government or LSCFN	If failure to reach an agreement, at discretion, refer the matter to the dispute resolution process under 26.3.0.	Within a reasonable period of time
LSCFN	Make reasonable efforts to determine if it is privately owned.	After a Documentary Heritage Resource is classified as a Non- Public Record

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

**RESPONSIBLE PARTY:** LSCFN, 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; 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Government	Develop and establish policies and procedures to: <ul style="list-style-type: none"> <li>- manage and protect LSCFN Burial Sites on LSCFN Settlement Land;</li> <li>- restrict access;</li> <li>- report discovery of LSCFN 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 LSCFN 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 LSCFN Burial Site.
2. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a LSCFN Burial Site.



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** The establishment of procedures to manage LSCFN Burial Sites on **Non-Settlement Land**

**RESPONSIBLE PARTY:** Government, LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, LSCFN	Develop and establish policies and procedures to: <ul style="list-style-type: none"> <li>- manage and protect LSCFN Burial Sites on Non-Settlement Land;</li> <li>- restrict access;</li> <li>- inform LSCFN when a LSCFN 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, LSCFN	Jointly approve management plans, if developed.	After the development of a management plan

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**Planning Assumptions**

1. During the development of procedures, the parties will exchange information on any known burial sites within the LSCFN Traditional Territory.
2. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of LSCFN 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 LSCFN Burial Site.
3. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a LSCFN Burial Site.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** The determination of terms and conditions upon which a LSCFN Burial Site may be further disturbed following its discovery

**RESPONSIBLE PARTY:** LSCFN

**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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Develop the necessary policies and procedures in order to process and review applications.	Within one year
LSCFN	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 notice
LSCFN	If no agreement with respect to terms and conditions, respond to referral to arbitration under 26.7.0.	If referenced to arbitration

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Development of policies and procedures regarding the exhumation, examination and reburial of human remains from a LSCFN Burial Site

**RESPONSIBLE PARTY:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Develop and establish policies and procedures with respect to further disturbance of a LSCFN Burial Site and the exhumation, examination, and reburial of human remains.	At discretion of LSCFN after Effective Date
LSCFN	Supervise any exhumation, examination and reburial of human remains.	If ordered by an arbitrator

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**PROJECT:** The provision of Documentary Heritage Resources in Government custody for copying by the LSCFN

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Make available to the LSCFN any existing list of Documentary Heritage Resources in Government custody relating to the LSCFN.	At request of LSCFN
Government	Make available for copying any of the Documentary Heritage Resources in accordance with Government policies and procedures.	At request of LSCFN

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consultation with LSCFN on Legislation and related policies on Documentary Heritage Resources in the Yukon relating to Yukon Indian People

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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:** None identified

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Government	Develop arrangements and procedures for Consultation identifying contacts, timelines, general information guidelines, and any other information required by LSCFN and Government.	Within 60 days of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government	Notify LSCFN of subject matter of any proposed changes to legislation or policy on Documentary Heritage Resources in the Yukon relating to Yukon Indian People.	As necessary
LSCFN	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 LSCFN.	
Government	Notify LSCFN 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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** The management of Documentary Heritage Resources relating to Yukon Indian People

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN, 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify LSCFN of existing and anticipated arrangements and plans for managing Documentary Heritage Resources relating to Little Salmon/Carmacks People. Provide details.	As practicable
LSCFN, Canada	Notify LSCFN of proposed displays and inventories of Documentary Heritage Resources in the Yukon pertaining to LSCFN People. Provide details.	Prior to planning such displays and inventories
LSCFN	Prepare and present views to Government regarding the management of Documentary Heritage Resources pertaining to its Little Salmon/Carmacks People.	Within a reasonable period of time indicated by Government

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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Prepare and present views to Government regarding proposed displays and inventories of Documentary Heritage Resources pertaining to Little Salmon/Carmacks People.

Government	Provide full and fair consideration of views presented by LSCFN regarding management of Documentary Heritage Resources related to Little Salmon/Carmacks People.	Within a reasonable period of time after receiving LSCFN views
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Provide full and fair consideration of views presented by LSCFN regarding proposed displays and inventories of Documentary Heritage Resources pertaining to Little Salmon/Carmacks People.

Government	Notify LSCFN of outcome.	After consideration of LSCFN views
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Government, Yukon Indian Elders, LSCFN	Work co-operatively on the interpretation of Documentary Heritage Resources relating to Little Salmon/Carmacks People.	As required
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Government, LSCFN	Work co-operatively in the preparation of displays and inventories of Documentary Heritage Resources relating to Little Salmon/Carmacks People.	As required
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Work co-operatively on the management of Documentary Heritage Resources in the Yukon relating to Little Salmon/Carmacks People.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**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 LSCFN of Government's existing and anticipated arrangements and plans for managing Documentary Heritage Resources relating to Little Salmon/Carmacks People which are not held by Government may be subject to limitations imposed or indicated by the holders of the Documentary Heritage Resources.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Consultation with LSCFN by the Yukon Geographical Place Names Board ("YGPNB")

**RESPONSIBLE PARTY:** YGPNB

**PARTICIPANT/ LIAISON:** LSCFN, 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
YGPNB	Notify LSCFN when considering the naming of a place or feature within LSCFN Traditional Territory.	As required
LSCFN	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 LSCFN views
YGPNB	Notify LSCFN of outcome.	After consideration of LSCFN views

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**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:** LSCFN, Canada

**PARTICIPANT/ LIAISON:** Yukon Geographical Place Names Board ("YGPNB")

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Notify LSCFN and YGPNB of any scheduled production or reproduction of National Topographic Series maps.	As appropriate
LSCFN	Develop and establish policies and conduct community-based research regarding the naming or renaming of geographic features on its Settlement Land.	As needed
LSCFN	Name or rename places and geographical features on Settlement Land and forward a copy to YGPNB.	As appropriate
LSCFN, Canada	Investigate and use best efforts to conclude arrangements to include names on revised National Topographic Series maps.	As appropriate

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**Planning Assumption**

1. It is expected that a YFN-controlled mapping company will investigate contract arrangements for map production with Canada.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Contracts associated with the management of a Designated Heritage Site directly related to the history or culture of the Little Salmon/Carmacks People within the LSCFN Traditional Territory.

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

- 13.12.1.1 Government shall provide written notice to the Little Salmon/Carmacks First Nation of any public tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks People within the Traditional Territory of the Little Salmon/Carmacks First Nation.
  - 13.12.1.2 Government shall include the Little Salmon/Carmacks First Nation in any invitational tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks People within the Traditional Territory of the Little Salmon/Carmacks First Nation.
  - 13.12.1.3 The Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks People within the Traditional Territory of the Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation 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 directly related to the history or culture of Little Salmon/Carmacks People within the Traditional Territory of the Little Salmon/Carmacks First Nation.
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**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**CROSS REFERENCED CLAUSES:** Chapter 2, Schedule B 4.1, 4.1.2; 22.5.10

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, 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 LSCFN 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 Little Salmon/Carmacks People within the Traditional Territory of the Little Salmon/Carmacks First Nation.	As contracts are tendered
Government	Consistent with the arrangements and procedures, provide the LSCFN with first opportunity to accept any contract offered by Government other than by public or invitational tenders associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks People within the Traditional Territory of the Little Salmon/Carmacks First Nation upon the same terms and conditions as would be offered to others.	As contracts are tendered
LSCFN	Provide response to Government whether to accept.	Within timelines specified in arrangements and procedures

**PROJECT:** The development of contract opportunities associated with the management of a Designated Heritage Site within the LSCFN Traditional Territory.

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**OBLIGATIONS ADDRESSED:**

13.12.1.7 Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks People in the Traditional Territory of the Little Salmon/Carmacks First Nation:

(a) a criterion for employment of Little Salmon/Carmacks People; and

(b) a criterion for special knowledge or experience of Little Salmon/Carmacks People 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 Little Salmon/Carmacks People or for special knowledge or experience of Little Salmon/Carmacks People 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

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Government	Jointly develop criteria for Little Salmon/Carmacks People employment and for special Little Salmon/Carmacks People knowledge and experience related to the 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



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Include a criterion for Little Salmon/Carmacks People employment and a criterion for special Little Salmon/Carmacks People knowledge and experience related to the Heritage Site in any contract which it intends to develop that is associated with the management of a Heritage Site directly related to the history and culture of Little Salmon/Carmacks People within the LSCFN Traditional Territory.	From time to time after Effective Date

**Planning Assumption**

1. Government retains ultimate responsibility for contracting associated with the management of Designated Heritage Sites.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Renewal or replacement of Water Licences

**RESPONSIBLE PARTY:** LSCFN

**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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon Water Board	Provide written notice to the LSCFN 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 LSCFN Settlement Land.	Upon receipt of application
LSCFN	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 the LSCFN 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 will be made aware of its obligation pursuant to this provision.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Access to Settlement Land -- With consent for exercise of a Water right

**RESPONSIBLE PARTY:** LSCFN

**PARTICIPANT/ LIAISON:** Person seeking access and 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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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
LSCFN	Determine whether or not access will be granted and set terms and conditions of access if appropriate.	Upon request
LSCFN	Notify applicant of decision.	Within a reasonable time
LSCFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Compensation payable in relation to Licences existing on the date that land became Settlement Land

**RESPONSIBLE PARTY:** LSCFN

**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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	At discretion, negotiate agreement with Licence holder.	After three years from the Effective Date
LSCFN	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. This is a one-time activity in respect of each Licence described in activity 14.7.3. Any subsequent replacement or renewal of a Licence described will be consistent with the operation of this chapter.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Shared drainage basin agreements

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/ LIAISON:** LSCFN, 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:** 14.10.1, 14.10.2

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Identify jurisdictions which share drainage basins with Yukon; notify LSCFN.	As soon as practicable
Government	Contact identified jurisdictions and attempt to initiate discussions on Water management agreements.  <u>If agreement to negotiate is reached with other jurisdictions:</u>  notify LSCFN that Government is formulating positions on Water management in a specified shared drainage basin and provide relevant information.	As practicable
LSCFN	Review information and prepare and present views to Government.	Within reasonable time provided by Government
Government	Provide full and fair consideration to views presented and integrate views into Government position as practicable.	Prior to finalizing Government position

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**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.

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**PROJECT:** Preparation for Yukon Water Board proceedings with respect to compensation matters

**RESPONSIBLE PARTY:** LSCFN, 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Yukon Indian Person	Prepare for proceedings of the Yukon Water 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

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**PROJECT:** Survey of Settlement Land boundaries

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/ LIAISON:** Settlement Land Committees ("SLC"), Yukon, LSCFN, 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, LSCFN	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 LSCFN, and the general goal of increasing and improving LSCFN involvement in the entire survey process.	After receipt of information from SLC
Canada	Prepare and present a draft of the annual survey programs to LSCFN.	Following working group discussions



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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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 LSCFN, 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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**Planning Assumption**

1. Natural Resources Canada will assume the lead role for Canada.

**LITTLE SALMON/CARMACKS FIRST NATION 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, LSCFN

**OBLIGATIONS ADDRESSED:**

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: 15.3.6**

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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
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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Inform the SLC, Yukon Indian Person and LSCFN 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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**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, LSCFN

**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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, SLC or LSCFN	Refer dispute regarding identification of site specific settlement parcel (15.3.4.1) to dispute resolution process.	As required when no agreement is reached
Arbitrator	Resolve dispute pursuant to 15.3.4.1 by selecting either final position proposed by Government or the final position proposed by the LSCFN.	As required
Canada, Yukon, SLC or LSCFN	Refer dispute regarding priorities for survey of all Settlement Land (15.3.4.2) to dispute resolution process.	As required when no agreement is reached

**Planning Assumption**

1. In the case of a disagreement, best efforts will be made to resolve issues prior to a referral to dispute resolution.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Approval of survey plans

**RESPONSIBLE PARTY:** Canada, LSCFN, 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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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 LSCFN
SLC	If the plan conforms in the view of the SLC, recommend plan to LSCFN and seek written approval of plan from LSCFN.	As soon as practicable after review by Canada

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Review plan to ensure that the parcels depicted conform to the area selected.	As soon as practicable
LSCFN	If the plan conforms, accept the recommendation of the SLC and provide written approval to the SLC.	After reviewing the plan
	<u>If accepted:</u>	
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 LSCFN.	Upon confirmation
	<u>If not accepted:</u>	
LSCFN	Refer the dispute to mediation under 26.3.0.	
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 LSCFN.	Upon confirmation

**Planning Assumption**

1. Natural Resources Canada will assume the lead role for Canada.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Employment and economic opportunities -- Surveying

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Little Salmon/Carmacks First Nation Settlement Land, Government shall include among the factors for consideration, employment of Little Salmon/Carmacks People, and Little Salmon/Carmacks First Nation and Little Salmon/Carmacks People 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 Little Salmon/Carmacks First Nation and Government shall ensure that qualifications and experience requirements for employment of Little Salmon/Carmacks People in the surveying of Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks People.
  
- 15.7.1.3 Qualified Little Salmon/Carmacks People shall have first priority for employment in the surveying of Little Salmon/Carmacks First Nation 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 criterion for employment of Little Salmon/Carmacks People or for Little Salmon/Carmacks First Nation and Little Salmon/Carmacks People ownership or equity investment shall be the determining criterion in the award of any contract.

**CROSS REFERENCED CLAUSES:** 15.2.5, 15.7.2, 22.3.1

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**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada and LSCFN	<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 LSCFN Settlement Land which may include:</p> <ul style="list-style-type: none"> <li>- criteria regarding Little Salmon/Carmacks People employment;</li> <li>- criteria regarding Little Salmon/Carmacks People and LSCFN 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 Little Salmon/Carmacks People; and</li> <li>- criteria to ensure that Little Salmon/Carmacks People and Little Salmon/Carmacks 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 LSCFN and Canada.	In sufficient time for Canada and LSCFN to review and make recommendations
LSCFN, 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 LSCFN.	As soon as practicable

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	<p>Ensure proposals include a LSCFN involvement plan which may address the following issues:</p> <ul style="list-style-type: none"> <li>- documentation indicating that Little Salmon/Carmacks People and Little Salmon/Carmacks 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; and</li> <li>- any proposals for training Little Salmon/Carmacks People in surveying.</li> </ul>	As practicable
Group preparing 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 LSCFN have agreed that the technical evaluation committee established to evaluate proposals will include a representative of the LSCFN.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Administration of survey contracts

**RESPONSIBLE PARTY:** Canada, LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, 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 LSCFN businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract.	As required

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Include list of LSCFN businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of LSCFN Settlement Land with all requests for proposals, and require documentary proof that the LSCFN 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 LSCFN.	As required

**Planning Assumption**

1. Natural Resources Canada will assume the lead role for Canada.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Consultation with LSCFN prior to imposition of a limitation pursuant to 16.3.3 in Legislation

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN, other affected YFNs

**OBLIGATIONS ADDRESSED:**

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, 16.3.3.1, 16.3.9, 16.3.10, 16.5.4, 16.7.16

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, LSCFN	Provide notice to LSCFN 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 LSCFN and other affected YFNs.	Following establishment of arrangements and procedures for Consultation
LSCFN	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 LSCFN of decision.	After decision made

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Representation of the interests of LSCFN and other affected YFNs in international negotiations involving Fish and Wildlife management issues

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/ LIAISON:** LSCFN 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Notify LSCFN 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
LSCFN 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 LSCFN and other affected YFNs.	As required

**Planning Assumption**

1. Canada may also 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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Amendments to Game Export Act

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/ LIAISON:** Yukon, LSCFN

**OBLIGATIONS ADDRESSED:**

16.3.7 Government shall make best efforts to amend the Game Export Act, R.S.C. 1985, c. G-1 to enable the transport of Wildlife products for traditional non-commercial purposes across borders with Alaska, British Columbia and the Northwest Territories.

16.3.8 No tax, duty or such other fees or royalties shall be imposed by Government in respect of the export of Wildlife products under 16.3.7.

**CROSS REFERENCED CLAUSES:** 16.7.16

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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, LSCFN	Review WAPPRIITA and regulations to determine if they comply with requirements of 16.3.7.	After receipt of WAPPRIITA and regulations
Canada	Consult with LSCFN 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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**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. G-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.



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Coordinated Fish and Wildlife population management in and outside of National Parks

**RESPONSIBLE PARTY:** Canada, Yukon, LSCFN, Fish and Wildlife Management Board ("FWMB"), 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:** 16.3.15

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, LSCFN, 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 LSCFN Traditional Territory

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Provision of proof in relation to Harvesting rights

**RESPONSIBLE PARTY:** LSCFN

**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, 16.4.8, 16.4.9, 16.5.1.1

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Provide proof to each LSCFN citizen with respect to their enrollment in the LSCFA.	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
LSCFN	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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Consultation with LSCFN before taking action on Fish and Wildlife matters affecting LSCFN management responsibilities or exercise of harvesting rights

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify and provide details to LSCFN of proposed action on a Fish and Wildlife matter which may affect LSCFN.	As required
LSCFN	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 LSCFN of action to be taken.	Prior to action being taken

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Nomination of alternate members to Renewable Resources Council ("RRC")

**RESPONSIBLE PARTY:** LSCFN, Minister

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

16.6.2.1 The Minister and the Little Salmon/Carmacks First Nation 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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Nominations to Renewable Resources Council ("RRC")

**RESPONSIBLE PARTY:** LSCFN, Yukon

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

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

16.6.4.4 In attempting to reach consensus under 16.6.4.3, the Minister and the Little Salmon/Carmacks First Nation shall consider:

- (a) any prospective nominee's familiarity with and sensitivity to the culture and aspirations of the Little Salmon/Carmacks First Nation;
- (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 Little Salmon/Carmacks First Nation; and
- (d) any other matters to which the Minister and the Little Salmon/Carmacks First Nation agree.

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

**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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**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Yukon	Make reasonable efforts to reach a consensus as to each party's nominees to the RRC.	When making nominations to the RRC
LSCFN, Yukon	If consensus is reached, nominate those individuals.	As necessary
LSCFN 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
LSCFN or Yukon	At discretion, nominate named individuals.	At least 14 days after notice provided

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Recommendations regarding approval of proposed game farming or game ranching activities

**RESPONSIBLE PARTY:** Renewable Resources Council ("RRC")

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

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

16.6.10.14 shall seek the consent of the Little Salmon/Carmacks First Nation before recommending the approval of proposed game farming or game ranching activities in the Traditional Territory of the Little Salmon/Carmacks First Nation, where in the Council's opinion the proposed game farming or game ranching would have an adverse effect on the harvesting rights of Little Salmon/Carmacks People under this Agreement.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.3; 16.6.9

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
RRC	Seek consent of LSCFN if RRC is of the opinion that the proposed game farming or game ranching activities would have an adverse effect on the harvesting rights of LSCFN People. Provide details.	Before recommending the approval of proposed game farming or game ranching activities
LSCFN	Review proposal and grant or deny consent.	Within a reasonable period of time after RRC's request

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Amendment of Wildlife Act

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN, 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Send details of proposed amendment to LSCFN and FWMB.	As soon as practicable
LSCFN, 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 LSCFN, FWMB and RRCs.	Following approval of legislation



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Provision of research results/information to Renewable Resources Council ("RRC")

**RESPONSIBLE PARTY:** Government, LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Provide research results under 16.6.10.11 to RRC.	As soon as practicable after Government receives research information
Government, LSCFN	Provide RRC with information in their possession reasonably required for the RRC to carry out its functions under this chapter.	Upon request by RRC

**LITTLE SALMON/CARMACKS FIRST NATION 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:** LSCFN and 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
SSC	Identify need to vary allocation, in amount and by area, of Salmon to users, and notify LSCFN and other affected YFNs and Canada. Provide any relevant information.	As necessary
LSCFN 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

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
SSC	Notify LSCFN and other affected YFNs of outcome of recommendations.	As soon as practicable

**Planning Assumption**

1. The Department of Fisheries and Oceans will assume the lead role for Canada.

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**PROJECT:** Allocation of Total Allowable Harvest for moose or woodland caribou

**RESPONSIBLE PARTY:** Yukon, LSCFN, Carmacks Renewable Resources Council ("RRC"), Fish and Wildlife Management Board ("FWMB")

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

- 16.9.1.3 In the event that a Total Allowable Harvest is established for moose or woodland caribou, for all or part of the Traditional Territory of the Little Salmon/Carmacks First Nation, the Total Allowable Harvest shall be allocated as follows:
- (a) Government shall allocate to the Little Salmon/Carmacks First Nation 75 percent of the Total Allowable Harvest or the estimated needs of the Little Salmon/Carmacks People established pursuant to 16.9.1.3(b) for the exercise of their rights under 16.4.0, whichever is less;
  - (c) the Minister and the Little Salmon/Carmacks First Nation may agree to make exceptions to the allocation set out in 16.9.1.3 (a) in particular circumstances, but only after obtaining a recommendation of the Renewable Resources Council under 16.6.10.13(b);
  - (d) the Council and the Board shall each send to the Little Salmon/Carmacks First Nation any recommendations which each makes pursuant to 16.6.10.1, 16.7.12.4 or 16.9.4 on the allocation of the remainder of a Total Allowable Harvest;
  - (e) the Little Salmon/Carmacks First Nation may make representations to the Minister on the recommendations of the Board or the Council on the allocation of the Total Allowable Harvest not allocated to the Little Salmon/Carmacks First Nation;
  - (f) whether or not the Little Salmon/Carmacks First Nation has made any representation under 16.9.1.3(e), the Minister and the Little Salmon/Carmacks First Nation shall attempt to reach an agreement on the allocation of the Total Allowable Harvest not allocated to the Little Salmon/Carmacks First Nation before the Minister makes a final decision;
  - (g) nothing in 16.9.1.3(f) shall be construed to require the Minister to exceed the time periods set out in 16.8.4 to 16.8.6; and
  - (h) failing agreement, the Minister shall make a decision in accordance with 16.8.0.

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**CROSS REFERENCED CLAUSES:** 2.11.8, Chapter 2 Schedule B 4.1, 4.1.3; 16.5.1, 16.5.4, 16.6.10.1, 16.6.10.13(b), 16.7.12.2, 16.7.12.4, 16.8.0, 16.9.1.3(b), 16.9.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Allocate number of moose or woodland caribou in accordance with 16.9.1.3 (a).	In the event that a Total Allowable Harvest is established
Minister, LSCFN	Make exceptions to the allocation set out in 16.9.1.3 (a) following recommendation of Carmacks RRC.	As agreed by the parties
Carmacks RRC, FWMB	Send copies of any recommendations made on the allocation of remainder of Total Allowable Harvest to LSCFN.	Whenever such recommendations are made to Minister
LSCFN	At discretion, make representations to Minister on RRC or FWMB recommendations.	Within a reasonable period of time
LSCFN, Minister	Attempt to reach an agreement on allocation of remainder of Total Allowable Harvest, whether or not LSCFN has made representations.	Before Minister makes final decision
Minister	If no agreement, make decision in accordance with 16.8.0.	

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Establishment of estimated needs if LSCFN if Total Allowable Harvest is established

**RESPONSIBLE PARTY:** Yukon, LSCFN

**PARTICIPANT/ LIAISON:** Carmacks Renewable Resources Council ("RRC")

**OBLIGATIONS ADDRESSED:**

- 16.9.1.3 (b) the estimated needs of the Little Salmon/Carmacks People referred to in (a) shall be established in the following manner:
- (i) the Little Salmon/Carmacks First Nation shall provide its assessment of the estimated needs of the Little Salmon/Carmacks People to the Minister and the Council,
  - (ii) if the Minister disagrees with the Little Salmon/Carmacks First Nation's assessment of the estimated needs of the Little Salmon/Carmacks People, then the Minister and the Little Salmon/Carmacks First Nation shall attempt to agree on the estimated needs and, failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0,
  - (iii) in establishing the estimated needs, an arbitrator appointed to resolve the dispute shall consider:
    - (A) the matters set out in 16.9.6,
    - (B) the health and nutritional needs as well as the cultural and social well being of the Little Salmon/Carmacks People, and
    - (C) the changing harvest patterns of the Little Salmon/Carmacks People;

**CROSS REFERENCED CLAUSES:** 2.11.8, Chapter 2 Schedule B 4.1, 4.1.3; 16.9.6, 26.3.0 (all),

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Provide assessment of its estimated needs to Minister and the Carmacks RRC.	At request of Yukon or Carmacks RRC if a Total Allowable Harvest is being considered
Minister, LSCFN	If Minister disagrees with LSCFN assessment, attempt to agree on LSCFN estimated needs.	As necessary
Minister or LSCFN	If no agreement, at discretion, refer matter to dispute resolution process under 26.3.0.	As necessary

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Harvest reallocation upon request of LSCFN under 16.9.3

**RESPONSIBLE PARTY:** Yukon, LSCFN

**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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	At discretion, request that Yukon allocate some of LSCFN 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



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Agreement on Basic Needs Level for moose and woodland caribou

**RESPONSIBLE PARTY:** Yukon, Canada, LSCFN

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

16.9.5.1 Upon the request of the Little Salmon/Carmacks First Nation, the parties to this Agreement shall attempt to negotiate a Basic Needs Level for moose and woodland caribou, no less favourable to the Little Salmon/Carmacks First Nation than the allocation in 16.9.1.3 (a).

16.9.5.2 Failing an agreement on a Basic Needs Level, the harvest allocation for the Little Salmon/Carmacks People shall be the same as in 16.9.1.3 (a).

**CROSS REFERENCED CLAUSES:** 16.9.1.3(a), 16.9.5.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Assess needs.	As required
LSCFN	At discretion, make request to Government to negotiate Basic Needs Level for moose and woodland caribou.	As necessary
LSCFN	Provide information on estimated needs of LSCFN.	Prior to negotiation of Basic Needs Level
Yukon, LSCFN Canada	Attempt to negotiate Basic Needs Level for moose and woodland caribou. If no agreement reached, continue harvest allocation as in 16.9.1.3(a).	

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**PROJECT:** Review of 16.9.1.3 and 16.9.5.1

**RESPONSIBLE PARTY:** Yukon, Canada, LSCFN

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

16.9.5.3 Unless the parties to this Agreement otherwise agree, they shall review the provisions of 16.9.1.3 and 16.9.5.1 no later than 10 years from the Effective Date of this Agreement to assess whether they continue to be consistent with the objectives of this chapter.

**CROSS REFERENCED CLAUSES:** 16.9.1.3, 16.9.5.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, Canada or LSCFN	Contact other parties with a request to initiate a review of provisions of 16.9.1.3 and 16.9.5.1.	At discretion, but no later than 10 years after Effective Date, unless Parties otherwise agree
Yukon, Canada, LSCFN	Review provisions of 16.9.1.3 and 16.9.5.1.	As agreed

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Annual Consultation to assess food fishing needs

**RESPONSIBLE PARTY:** Government, LSCFN

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

16.9.11.1 Government shall Consult with the Little Salmon/Carmacks First Nation annually with a view to assessing whether the freshwater food fishing needs of Little Salmon/Carmacks People are being met and determining how best to meet them.

**CROSS REFERENCED CLAUSES:** None identified

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, LSCFN	Develop arrangements and procedures for Consultation identifying contacts, timelines, general information requirements, and any other information required by LSCFN and Government.	Within six months of Effective Date or as soon thereafter as the parties agree is reasonable
Government	Notify LSCFN to initiate Consultation with a view to assessing freshwater food fishing needs of Little Salmon/Carmacks People and how best to meet those needs. Provide details.	As identified in the arrangements and procedures for Consultation.
LSCFN	Prepare and present views to Government.	Within reasonable period of time as indicated in the arrangements and procedures for Consultation
Government	Provide full and fair consideration of views presented.	Prior to finalizing assessment
Government	Provide outcome of assessment to LSCFN.	After finalizing assessment

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Ensure that the food Freshwater Fish needs of Yukon Indian People receive primary consideration in the allocation of Freshwater Fish resources.

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

16.9.12 Where no special Harvesting rights for Freshwater Fish are negotiated pursuant to 16.9.10, Government shall ensure that the food Freshwater Fish needs of Yukon Indian People receive primary consideration in the allocation of Freshwater Fish resources.

**CROSS REFERENCED CLAUSES:** None identified

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Notify LSCFN of need to make allocation of Freshwater Fish within the LSCFN Traditional Territory.	As required
LSCFN	Provide information to Yukon as necessary to enable Yukon to ensure that the food Freshwater Fish needs of Yukon Indian People receive primary consideration in the allocation of Freshwater Fish resources.	As soon as practicable after receipt of notice from Yukon
Yukon	Give primary consideration to the Freshwater Fish needs of the LSCFN.	When making the decision with respect to allocation

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**PROJECT:** Negotiation of Basic Needs Level

**RESPONSIBLE PARTY:** LSCFN, 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Government	Contact other parties with a request to negotiate a Basic Needs Level.	At request of any party
LSCFN, Government	Respond to request for negotiations.	Within a reasonable time of the request
LSCFN, Government	If parties agree, enter negotiations.	As agreed

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Endeavouring to rehabilitate wildlife populations

**RESPONSIBLE PARTY:** Government, LSCFN, Fish and Wildlife Management Board ("FWMB") and 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, LSCFN, 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, LSCFN, FWMB, RRC	Endeavour to rehabilitate the affected population in accordance with the plan.	As required

**Planning Assumption**

1. The initial discussions will identify timelines, budgetary and other resources required and each party's participation in the process of rehabilitating the population.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Exploring ways to improve distribution of surplus meat to Yukon Indian People

**RESPONSIBLE PARTY:** Government, YFNs

**PARTICIPANT/ LIAISON:** Carmacks 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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Government	Develop and review options for improving distribution of surplus meat to Yukon Indian People.	At request of the LSCFN
LSCFN, Government	If the parties agree on methods, identify and implement the necessary procedures.	As necessary

**Planning Assumptions**

1. It is the Parties' understanding that LSCFN will take responsibility for initiating these activities.
2. Government and LSCFN may refer this issue to the Carmacks RRC for its input.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Negotiation of basic needs allocations -- Salmon

**RESPONSIBLE PARTY:** Canada and LSCFN

**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.

**CROSS REFERENCED CLAUSES:** Chapter 16 Schedule A 3.9.2 and 4.1

<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
LSCFN	Request entry into basic needs allocation negotiations.	As specified in Chapter 16 Schedule A
Canada	Review and respond to request.	As soon as practicable upon receipt of request
Canada and LSCFN	Discuss specific arrangements and prepare for negotiations.	As may be agreed



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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada and LSCFN	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.

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**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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 Minister 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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**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 allocation.

**CROSS REFERENCED CLAUSES:** 16.10.8

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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

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**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.
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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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 by YFNs.	Upon transfer



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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 the day immediately preceding the date of ratification of the Umbrella Final Agreement, i.e., May 28, 1993.
3. The Department of Fisheries and Oceans will assume the lead role for Canada.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Allocation of traplines

**RESPONSIBLE PARTY:** Yukon, LSCFN, 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

**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 16.11.2. Inform LSCFN and Yukon of criteria.	As soon as practicable
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**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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 LSCFN 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
LSCFN	At discretion, assign or reassign Category 1 Traplines.	After receiving recommendations
LSCFN, Minister	Notify RRC of decisions regarding assignment of new, vacant or under-utilized traplines.	After decision made
LSCFN, Yukon, RRC	Update respective trapline registers in accordance with 16.11.10.5.	After decision made and notification given

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Process by which additional traplines may be designated as Category 1 Traplines

**RESPONSIBLE PARTY:** LSCFN

**PARTICIPANT/ LIAISON:** Registered holder, Carmacks 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.

16.11.9.1 The following is the process required by 16.11.9:

(a) the Little Salmon/Carmacks First Nation shall provide Government and the Renewable Resources 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; 16.11.6, 16.11.9, 16.11.10.5

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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
LSCFN	Provide to Yukon and Carmacks 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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Trade and redesignation of Category 1 and 2 Traplines

**RESPONSIBLE PARTY:** Minister, Renewable Resources Council ("RRC"), LSCFN

**PARTICIPANT/ LIAISON:** The trappers concerned in a trade of traplines ("Concerned 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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Minister or RRC	Upon mutual agreement reached between Concerned 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 Concerned Trappers
LSCFN, Minister, RRC	Review proposed trapline trade, and approve or deny proposal.	Within reasonable time after receiving proposal
LSCFN, Yukon, RRC	If approved, redesignate traplines in accordance with approved trade.	As soon as practicable
LSCFN, Yukon, RRC	Update respective trapline registers in accordance with 16.11.10.5.	As soon as practicable

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Maintenance of register of Category 1 and 2 Traplines

**RESPONSIBLE PARTY:** Yukon, Renewable Resources Council ("RRC"), LSCFN

**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); 16.11.7.1, 16.11.8, 16.11.9 (all), 16.11.10, 16.11.10.4, 16.11.10.6, 16.11.10.7, 16.11.10.8

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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
LSCFN	Establish register of Category 1 Traplines.	As soon as practicable
Yukon	Notify RRC and LSCFN of Yukon's register and provide copies.	As soon as practicable after establishment of register
LSCFN	Notify RRC and Yukon of LSCFN '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 LSCFN's registers
LSCFN	Notify Yukon and RRC if trapline concession holders have consented to their traplines being designated as Category 1 Traplines.	Ongoing

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Yukon, RRC	Maintain respective trapline registers.	Ongoing

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Establish a compensation policy for Yukon Indian trappers

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/ LIAISON:** LSCFN, 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, Canada	Develop proposal for compensation process.	As soon as practicable
Yukon, Canada	Provide proposed compensation process to LSCFN and RRC for review and comments.	
LSCFN, RRC	Review proposed compensation process and provide comments to Government.	
Yukon, Canada	Review and consider comments received and finalize compensation process.	
Yukon, Canada	Notify LSCFN, RRC and trappers of compensation process.	



**LITTLE SALMON/CARMACKS FIRST NATION 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, YFNs or RRC	Identify need for and suggest changes to the content or delivery of existing trapper training programs.	At discretion
Yukon, YFNs, RRCs	In collaboration, redesign the content or delivery of trapper training programs to address suggested changes.	Within reasonable time after need for change identified
Yukon	Provide trapper training for Yukon Indian People as required from time to time.	For 10 years from enactment of Settlement Legislation, unless otherwise decided

**Planning Assumption**

1. Yukon currently delivers a trapper training program based on national standards developed by the Fur Institute of Canada. CYI participated in the workshop held by the Fur Institute of Canada to develop those standards.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Preparation of the management plan for Mandanna Lake

**RESPONSIBLE PARTY:** Yukon, LSCFN

**PARTICIPANT/ LIAISON:** Carmacks Renewable Resources Council ("RRC")

**OBLIGATIONS ADDRESSED:**

Chapter 16 Schedule C

- 1.1 A management plan shall be prepared for Mandanna Lake, which lake is shown approximately on Territorial Resource Base Map map 105E/13, dated new date 1996 in Appendix B - Maps, which forms a separate volume to this Agreement.
- 1.2 A steering committee shall be established to prepare the management plan referred to in 1.1.
  - 1.2.1 The steering committee shall be comprised of four members, of whom two shall be nominated by the Little Salmon/Carmacks First Nation and two by Government.
- 1.3 The management plan shall be consistent with the following objectives:
  - 1.3.1 the objectives of this chapter;
  - 1.3.2 Conservation of the Freshwater Fish in Mandanna Lake;
  - 1.3.3 respect for the traditional and current use of Mandanna Lake by Little Salmon/Carmacks People and the importance of that lake to the Little Salmon/Carmacks First Nation; and
  - 1.3.4 the need to treat all users of Mandanna Lake fairly.
- 1.4 The management plan shall make provision for:
  - 1.4.1 the Freshwater Fish needs of Little Salmon/Carmacks People receiving priority over any other uses of Mandanna Lake;
  - 1.4.2 the maintenance of quality sport fishing opportunities at Mandanna Lake; and
  - 1.4.3 the minimizing of any harvest which might arise from those sport fishing opportunities.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**OBLIGATIONS ADDRESSED:**

- 1.5 The preparation of the management plan shall include a process for public consultation.
- 2.1 The steering committee shall make best efforts to recommend the management plan to the Minister within 18 months of the Effective Date of this Agreement.
  - 2.1.1 If the members of the steering committee are unable to reach agreement on the provisions to be included in the management plan, they may refer the matter to dispute resolution pursuant to 26.3.0.
- 2.2 Within 60 days of receipt of the management plan, the Minister shall accept, vary or set aside the recommendations set out therein.
  - 2.2.1 The Minister may extend the time provided for in 2.2 by 30 days.
- 2.3 The decision of the Minister under 2.2 shall be forwarded to the Council and to the Little Salmon/Carmacks First Nation.
- 3.1 Mandanna Lake shall be managed in accordance with the approved management plan.

**CROSS REFERENCED CLAUSES:** 2.11.8; Chapter 2 Schedule B 4.1, 4.1.3; 26.3.0 (all)

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Yukon	Establish steering committee comprised of two members nominated by Yukon and two members nominated by LSCFN.	As soon as practicable after Effective Date
Steering committee	Hold initial meeting to prepare a workplan for development of the management plan pursuant to Chapter 16 Schedule C 1.3, 1.4 and 1.5.	As soon as practicable after establishment of steering committee
Steering committee	Develop and recommend management plan to the Minister.	Best efforts within 18 months of Effective Date, consistent with the workplan

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Steering committee	If unable to reach agreement on the provisions to be included in the workplan, refer to dispute resolution process under 26.3.0.	As necessary
Minister	Accept, vary or set aside recommended management plan.	Within 60 days of receipt of management plan
Minister	At discretion, extend 60 day time period by 30 days.	Within 60 days of receipt of management plan
Minister	Forward decision regarding recommended management plan to the RRC and LSCFN.	After decision made
Yukon, LSCFN	Manage Mandanna Lake in accordance with the approved management plan.	Upon approval of the management plan

**Planning Assumption**

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Review of management plan for Mandanna Lake

**RESPONSIBLE PARTY:** Yukon, Carmacks Renewable Resources Council ("RRC")

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 16 Schedule C

2.4 The management plan shall be reviewed jointly by Government and the Council no later than five years after any initial approval and no later than every 10 years thereafter.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.3; Chapter 16 Schedule C 1.1, 1.3 (all), 1.4 (all)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, RRC	Meet to establish the terms of reference for a joint review of the management plan for Mandanna Lake, and identify resources required to undertake the review.	In the fourth year following initial approval of the management plan as needed so that resource requirements can be addressed in the parties' budgets for the fifth year
Yukon, RRC	Complete review as agreed.	No later than five years after initial approval of the management plan

**Planning Assumptions**

1. This cycle of activities will repeat for all subsequent reviews, adjusting timing to meet the requirements of Chapter 16 Schedule C 2.4.
2. Discussions in the meeting will identify timelines, budgetary and other resources required and each party's participation in carrying out the review.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Amendments to the management plan for Mandanna Lake

**RESPONSIBLE PARTY:** Minister, Carmacks Renewable Resources Council ("RRC")

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 16 Schedule C

2.5 The Council may recommend amendments to the management plan to the Minister for approval.

2.6 The Minister shall Consult with the Council prior to making any amendments to the management plan.

**CROSS REFERENCED CLAUSES:** 2.11.8; Chapter 2 Schedule B 4.1, 4.1.3; Chapter 16 Schedule C 1.1, 1.3 (all), 1.4 (all)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
RRC	At discretion, recommend amendments to management plan for Mandanna Lake and forward to the Minister for approval.	As necessary
Minister	At discretion, amend management plan for Mandanna Lake, and forward amendments to RRC.	As soon as practicable after receiving recommended amendments from RRC
OR:		
Minister	At discretion, notify RRC of proposed amendment(s) to management plan for Mandanna Lake. Provide details of proposed amendments.	As necessary
RRC	Review proposed amendments to management plan and provide response.	Within reasonable time period indicated by Minister

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Minister	Provide full and fair consideration to views presented.	Prior to making amendments
Minister	If decision is made to amend management plan for Mandanna Lake, forward amendments to RRC.	After decision made

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consultation on Forest Resources policies and Legislation

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** Carmacks Renewable Resources Council, 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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify Carmacks RRC and other affected RRCs of new policy and/or legislative initiative and provide details.	Prior to establishment of a new policy or recommendation to Parliament or Legislative Assembly
Carmacks 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 to Parliament or Legislative Assembly



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Non-commercial harvest of Trees on Crown Lands

**RESPONSIBLE PARTY:** LSCFN 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;

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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
	<u>If permit required by legislation:</u>	
LSCFN	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
LSCFN	Notify government of Trees harvested up to a limit of 500 cubic metres.	As required by permit or upon request by Government
	<u>If no permit is required:</u>	
LSCFN	Notify Government of Trees harvested up to a limit of 500 cubic metres.	Annually, or as requested by Government

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Preparation of Forest Resources Management plans in the LSCFN  
Traditional Territory

**RESPONSIBLE  
PARTY:** Minister

**PARTICIPANT/  
LIAISON:** RRC, LSCFN

**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 Little Salmon/Carmacks First Nation and the Carmacks Renewable Resources Council, shall determine the timing for the development of Forest Resources Management plans for the Traditional Territory of the Little Salmon/Carmacks First Nation.

17.5.4.2 The Minister, in Consultation with the Little Salmon/Carmacks First Nation, shall determine the need for and the timing of the preparation of any inventory of Trees on Crown Land in the Traditional Territory of the Little Salmon/Carmacks First Nation and the Minister and the Little Salmon/Carmacks First Nation shall agree on the order in which areas shall be inventoried, and failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0.

17.5.4.3 If Government proposes to undertake any work related to an inventory of Trees within the Traditional Territory of the Little Salmon/Carmacks First Nation, it will Consult with the Little Salmon/Carmacks First Nation to determine whether it wishes to participate in such work on a cost sharing basis in order to obtain similar information on land held by the Little Salmon/Carmacks First Nation.

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 Ministers 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, 17.5.4.4, 17.5.5 (all), 17.5.6 (all), 17.6.1, 17.6.2, 26.3.0 (all)

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Minister, LSCFN	Work collaboratively to identify areas of priority for the development of Forest Resources Management plans.	As soon as practicable
Minister, LSCFN	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, LSCFN	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
Minister	In consultation with LSCFN, determine the need for any management inventory of Trees on Crown Land in the LSCFN Traditional Territory. Assess the order of any management inventory of Trees on Crown Land in the LSCFN Traditional Territory.	After identifying areas of priority for the development of Forest Resources Management plans and concurrent with LSCFN's assessment
LSCFN	Determine the need for management inventory of Trees on LSCFN Settlement Land and assess the order of management inventory of Trees on Settlement Land and Crown Land in the LSCFN Traditional Territory.	After identifying areas of priority for the development of Forest Resources Management plans and concurrent with the Minister's assessment
Minister, LSCFN	Agree on the order in which areas will be inventoried on Crown Land in the LSCFN Traditional Territory.	As necessary
Minister or LSCFN	Failing agreement on the order in which areas will be inventoried on Crown Land in the LSCFN Traditional Territory, at discretion, refer to dispute resolution process under 26.3.0.	As necessary

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Determine the order of any management inventory of Trees on LSCFN Settlement Land.	Concurrent with determination of order of management inventory on Crown Land in LSCFN Traditional Territory
Minister	In Consultation with LSCFN, determine the timing for the preparation of any management inventory of Trees on Crown Land in the LSCFN Traditional Territory, and determine LSCFN participation in such work on a cost sharing basis to obtain similar information on land held by LSCFN.	As necessary
Minister	In Consultation with LSCFN, determine the timing of Forest Resources Management plans in the LSCFN Traditional Territory taking into consideration the need for integrated Forest Resources Management plans.	As necessary
Minister	In cooperation with LSCFN, develop Forest Resources Management plans on Non-Settlement Land.	As necessary
LSCFN	In cooperation with Government, develop Forest Resources Management plans on LSCFN Settlement Land.	As necessary

**Planning Assumptions**

1. Forest inventories and Forest Resources Management plans will be undertaken in a manner consistent with LSCFN and Government policies in place from time to time.
2. Government and LSCFN may request additional recommendations from the Carmacks 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 LSCFN;

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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- b) LSCFN will prepare and present of 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 LSCFN of the outcome prior to taking action.

**LITTLE SALMON/CARMACKS FIRST NATION 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:** 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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 to 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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Work related to an inventory of Trees on Crown Land

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

17.5.4.4 The Minister shall provide to the Little Salmon/Carmacks First Nation the results of any inventory of Trees on Crown Land in the Traditional Territory of the Little Salmon/Carmacks First Nation 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Provide to LSCFN a list of results of any inventory of Trees completed on Crown Land.	As soon as practicable
LSCFN	At discretion, request results of any inventory of Trees completed on Crown Land.	
Canada	Provide to LSCFN results of any inventory of Trees completed on Crown Land.	As soon as practicable following request

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Use of pesticides or herbicides by LSCFN on Settlement Land

**RESPONSIBLE PARTY:** LSCFN

**PARTICIPANT/ LIAISON:** Government

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Notify Government that use of herbicides or pesticides on Settlement Land is being considered. Provide details about nature of pest/disease and any other relevant information.	Prior to application of herbicides or pesticides
Government	Prepare and present views.	Within reasonable time indicated by LSCFN
LSCFN	Provide full and fair consideration of views presented.	Prior to taking any action
LSCFN	Notify Government of action taken.	As soon as practicable



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Use of pesticides or herbicides by Government on Crown Lands within LSCFN Traditional Territory

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify LSCFN that use of herbicides or pesticides on Crown Lands within Traditional Territory is being considered. Provide details about nature of pest/disease and any other relevant information.	Prior to application of herbicides or pesticides
LSCFN	Prepare and present views.	Within reasonable time indicated by Government
Government	Provide full and fair consideration of views presented.	Prior to application
Government	Notify LSCFN of action taken.	As soon as practicable

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Actions taken to control pest or disease problems on Settlement Land

**RESPONSIBLE PARTY:** LSCFN, Government

**PARTICIPANT/ LIAISON:** None identified

**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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN or Government	Notify other party that a pest or disease affects Forest Resources on Settlement Land and provide details.	As necessary
LSCFN, Government	Discuss possible actions to control the problem.	Prior to taking action
LSCFN, Government	Take such action as they may agree to control the problem.	As required

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**PROJECT:** Consultation on forest fire fighting priorities

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN, Renewable Resources Council ("RRC")

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify LSCFN of 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
LSCFN	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 LSCFN Settlement Land and for adjacent Non-Settlement Land.	After Consultation
Government	Notify LSCFN of new priorities.	Once priorities are established
LSCFN, Government	At the request of LSCFN, revisit Government's general priorities for forest fire fighting.	As required

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**Planning Assumptions**

1. The general forest fire fighting priorities of LSCFN may change over time; upon request of LSCFN, Government will consider amending general priorities to reflect the wishes of LSCFN.
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.

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**PROJECT:** Forest fire fighting on Settlement Land

**RESPONSIBLE PARTY:** Government, LSCFN

**PARTICIPANT/ LIAISON:** None identified

**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 Nations prior to taking such action.

**CROSS REFERENCED CLAUSES:** 17.8.1, 17.14.2.11

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Meet to identify the terms of reference for the development of transitional arrangements during the five year period following the Effective Date, which prepare LSCFN to assume responsibility for forest fire suppression on LSCFN Settlement Land.	Within one year of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government, LSCFN	Jointly develop the transitional arrangements.	As soon as practicable
Government, LSCFN	Implement transitional arrangements.	As soon as practicable
Government	Notify LSCFN prior to taking action to fight forest fires on Settlement Land.	Where practicable

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Fight forest fires on LSCFN 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

**Planning Assumption**

1. The terms of reference for the transitional arrangements may include measures to address training and employment opportunities for Little Salmon/Carmacks People in forest fire suppression activities.

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**PROJECT:** Access to Settlement Land -- Holders of commercial timber permits

**RESPONSIBLE PARTY:** LSCFN

**PARTICIPANT/ LIAISON:** Permit holder, Surface Rights Board

**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:** 17.10.5, 17.13.1

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Review application for access from a holder of a commercial timber permit. Determine whether access will be granted.	Upon application and prior to access
LSCFN	Notify applicant of decision in writing.	Within a reasonable time
LSCFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Access to Settlement Land -- Holders of timber harvesting agreements

**RESPONSIBLE PARTY:** LSCFN

**PARTICIPANT/ LIAISON:** Surface Rights Board, agreement holder

**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:** 17.10.5, 17.13.1

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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
LSCFN	Notify applicant of decision in writing.	Within a reasonable time
LSCFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules



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**PROJECT:** Notice of public tender for Forest Resources Management or forest protection within LSCFN Traditional Territory

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, LSCFN	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 LSCFN of any public tenders for Forest Resources Management or forest protection within LSCFN Traditional Territory.	As contracts are tendered

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Contracts associated with Forest Resources Management and silviculture within the Traditional Territory of the Little Salmon/Carmacks First Nation

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

- 17.14.2.2 Government shall provide written notice to the Little Salmon/Carmacks First Nation of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of the Little Salmon/Carmacks First Nation.
- 17.14.2.3 Government shall include the Little Salmon/Carmacks First Nation in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of the Little Salmon/Carmacks First Nation.
- 17.14.2.4 The Little Salmon/Carmacks First Nation shall have the first opportunity to accept any contract offered by Government other than by public or invitational tender associated with silviculture within the Traditional Territory of the Little Salmon/Carmacks First Nation 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;

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, 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 the LSCFN of any public or invitational tenders for contracts, associated with Forest Resources Management within the LSCFN Traditional Territory being offered by Government.	As contracts are offered

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	<p>Consistent with the arrangements and procedures, provide the LSCFN with first opportunity to accept any contract, associated with silviculture within LSCFN Traditional Territory offered by Government other than by public or invitational tenders.</p> <p>Consistent with the arrangements and procedures, provide response to Government whether to accept or reject offer or whether the LSCFN will submit a proposal.</p>	<p>Within timelines specified in arrangements and procedures</p>

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**PROJECT:** Evaluation criteria -- silviculture contracts within LSCFN Traditional Territory

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

17.14.2.8 Government shall include a criterion for employment of Little Salmon/Carmacks People in any contract opportunities associated with silviculture in the Traditional Territory of the Little Salmon/Carmacks First Nation.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.4; 17.14.2.9

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, LSCFN	Jointly develop criterion for Little Salmon/Carmacks People employment and identify the specifics as to how the criterion 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 Little Salmon/Carmacks People employment in silviculture contract opportunities in the LSCFN Traditional Territory.	As contract opportunities are identified

**Planning Assumption**

1. Government retains ultimate responsibility for contracting associated with silviculture.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Hiring of Little Salmon/Carmacks People to fight forest fires

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

17.14.2.10 Where Government requires Extra Fire Fighters to fight forest fires within the Traditional Territory of the Little Salmon/Carmacks First Nation it shall, where practicable, hire Little Salmon/Carmacks People.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.4; 17.14.2.11

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, LSCFN	Develop arrangements for the LSCFN to provide Extra Fire Fighters to fight forest fires in the LSCFN 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
LSCFN	Develop and maintain list of Little Salmon/Carmacks People available to fight forest fires. This will also list qualifications.	Ongoing
Government	Notify LSCFN of requirement to hire Extra Fire Fighters in accordance with arrangements developed.	As necessary
LSCFN	Notify Government of Little Salmon/Carmacks People available in accordance with the arrangements developed.	As necessary

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**PROJECT:** Identification of economic and employment opportunities associated with fighting forest fires in LSCFN Traditional Territory

**RESPONSIBLE PARTY:** Government, LSCFN

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

17.14.2.11 Government shall, prior to April 1st of each year, Consult with the Little Salmon/Carmacks First Nation with a view to identifying economic and employment opportunities for Little Salmon/Carmacks People associated with fighting forest fires in the Traditional Territory of the Little Salmon/Carmacks First Nation.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.4; 17.8.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, LSCFN	Develop arrangements and procedures for Consultation identifying contacts, timelines, and any other information required by LSCFN and Government.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Government	Notify LSCFN and provide information in accordance with arrangements and procedures.	In accordance with the timelines set out in the arrangements and procedures
LSCFN	Prepare and present views.	Within reasonable time as set out in the arrangements and procedures
Government	Provide full and fair consideration to the views presented by LSCFN. Identify economic and employment opportunities for Little Salmon/Carmacks People associated with fighting forest fires. Provide outcome to LSCFN.	In accordance with timelines set out in arrangements and procedures

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**Planning Assumption**

1. The Consultation process may be addressed in the transitional arrangements developed pursuant to 17.8.3.

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**PROJECT:** Conflicts between exercise of Mineral Right and exercise of Specified Substances Rights

**RESPONSIBLE PARTY:** LSCFN

**PARTICIPANT/ LIAISON:** Surface Rights Board, holder of a Mineral Right

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN or holder of a Mineral Right	Contact other party and attempt to resolve dispute over conflicting exercise of rights.	When a conflict arises over exercise of identified rights
	<u>If agreement is not reached</u>	
LSCFN or holder of a Mineral Right	At discretion, refer dispute to Surface Rights Board.	Within a reasonable period of time
LSCFN and holder of a Mineral Right	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules



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**PROJECT:** Location of alternative Quarries by Government on Non-Settlement Land

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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 LSCFN.	As soon as practicable
LSCFN	If LSCFN has concerns regarding the analysis, contact Government requesting further information.	As soon as practicable after the analysis is provided
Government	In response to LSCFN'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 LSCFN.	Following elimination of the use of a Quarry

If all existing Quarries on Settlement Land have not been eliminated following the initial analysis

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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 LSCFN.	From time to time, upon the request of LSCFN
LSCFN	If LSCFN has concerns regarding the analysis, contact Government requesting further information.	As soon as practicable after the analysis is provided
Government	In response to LSCFN's inquiry, provide additional information.	As soon as practicable following the request
Government	Communicate results to LSCFN.	Following elimination of the use of a Quarry

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**PROJECT:** Further identification of Quarries on Settlement Land

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

18.2.5.1

- (a) The time period for further identification under 18.2.5.1, of any Quarry on Settlement Land, is two years from the Effective Date of this Agreement.

18.2.5.2

- (a) the following Parcels of Little Salmon/Carmacks First Nation Settlement Land are subject to further identification of Quarries pursuant to 18.2.5.2:

- i) R-6B
- ii) R-14B
- iii) R-16B
- iv) R-38B
- v) R-51B
- vi) R-52B
- vii) R-57B
- viii) R-64B

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) Government shall Consult with the Little Salmon/Carmacks First Nation in respect of any Quarries on Little Salmon/Carmacks First Nation Settlement Land which Government proposes to identify pursuant to 18.2.5.

**CROSS REFERENCED CLAUSES:** 18.2.3, 26.3.1.3

**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

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Notify and provide relevant details to LSCFN regarding identification of Quarries pursuant to 18.2.5.2 (a).	No later than 2 years from the Effective Date
LSCFN	Prepare and present views to Yukon.	Within a reasonable period of time indicated by Yukon
Yukon	Provide full and fair consideration of views presented.	After LSCFN presents its views
Yukon	Make final decision regarding identification of Quarries, taking into account the views of the LSCFN.	After LSCFN presents its views
Yukon	Notify LSCFN of outcome.	Upon making decision

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**PROJECT:** Government use and restoration of specified Quarries on Settlement Land

**RESPONSIBLE PARTY:** Government

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

**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 the 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)

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Use Quarry and associated specified substances in accordance with land use standards, taking reasonable steps to minimize interference with other uses of Settlement Land.	As required for public purposes
Government	Notify LSCFN of intention to abandon use of Quarry.	Prior to ending use

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Review notice and determine if site restoration is appropriate.	Upon receipt of notice
LSCFN	Notify Government of decision regarding need for site restoration.	As soon as practicable
Government	If required by LSCFN, restore Quarry in accordance with 18.2.6.3.	As appropriate
	<u>If agreement not reached:</u>	
Government or LSCFN	At discretion, refer any dispute to Surface Rights Board.	Within a reasonable period of time
Government or LSCFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Government use of other Quarries on Settlement Land

**RESPONSIBLE PARTY:** Government, LSCFN

**PARTICIPANT/ LIAISON:** Surface Rights Board

**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, 18.2.5 (all)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify LSCFN that a Quarry is required for public purposes and that no suitable Quarry is available on Non-Settlement Land.	When no suitable Quarry is available
Government and LSCFN	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

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Establish and work Quarry according to terms and conditions agreed upon.  OR	If agreement is reached with LSCFN within 30 days
Government	Abandon proposal to use Quarry on Settlement Land.  OR	If no agreement reached with LSCFN within 30 days
Government or LSCFN	Refer dispute to the Surface Rights Board.	If no agreement reached with LSCFN within 30 days
Government or LSCFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules



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**PROJECT:** Government use of Construction Materials from a Quarry on Settlement Land

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify LSCFN 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 LSCFN.	As required
LSCFN	Consider request and notify Government of decision, including proposed terms and conditions if applicable.	Upon request from Government
Government	Use Quarry as agreed.  OR	With consent of LSCFN
Government	Abandon proposal for use.	If consent not obtained from LSCFN

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Access to Settlement Land with the consent of LSCFN for the exercise of Mineral Rights

**RESPONSIBLE PARTY:** LSCFN

**PARTICIPANT/ LIAISON:** Surface Rights Board, Person having a New or Existing Mineral Right

**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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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
LSCFN	Notify holder of a Mineral Right of decision.	Within a reasonable time
LSCFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

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**PROJECT:** Property Tax Assistance

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/ LIAISON:** Yukon, LSCFN, taxation authority

**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

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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 LSCFA. 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:

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Provide taxation authority and LSCFN with a list of LSCFN 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 LSCFN 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
LSCFN	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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Taxation authority	Each year, provide LSCFN 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
LSCFN	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

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
	OR,	
	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
LSCFN	Pay taxes to taxation authority.	By July 2 of each year
Yukon	If the Yukon homeowner's grant was not deducted from LSCFN's tax bill at the time the taxes were paid by LSCFN, pay to LSCFN the amount of the Yukon homeowner's grant for which LSCFN is eligible.	Annually, within a reasonable time following receipt of LSCFN'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:

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Prepare a multi-year funding arrangement with the LSCFN to reimburse property taxes less homeowners grant received, and forward the multi-year funding arrangement to the LSCFN.	As soon as practicable after Effective Date
LSCFN	Return signed multi-year funding arrangement to Canada.	As soon as practicable after signing multi-year funding arrangement

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Provide to Canada evidence of the amounts of property taxes paid and homeowner's grants received by LSCFN for each calendar year.	As soon as practicable after both the property taxes are paid and the homeowner's grant is received by LSCFN, in the year of the Effective Date and each subsequent year for nine years
Canada	Following receipt of information from LSCFN about the amount of property taxes paid and homeowner's grant received by LSCFN in a calendar year, calculate the amount of the assistance to be paid.	Annually, as soon as practicable after receipt of information from LSCFN
Canada	Pay to LSCFN the 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 the LSCFN to reimburse property taxes less homeowners grant received, and forward the multi-year funding arrangement to the LSCFN.	As soon as practicable after Effective Date
LSCFN	Return signed multi-year funding arrangement to Canada.	As soon as practicable after signing multi-year funding arrangement

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Provide to Canada evidence of the amounts of property taxes paid and homeowner's grants received by LSCFN for each calendar year.	As soon as practicable after both the property taxes are paid and the homeowner's grant is received by LSCFN, in the year of the Effective Date and each subsequent year for ten years
Canada	Following receipt of information from LSCFN about the amount of property taxes paid and homeowner's grant received by LSCFN 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 LSCFN
Canada	Pay to LSCFN the amount of assistance stipulated in the multi-year funding arrangement.	As soon as practicable

**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 LSCFN Settlement Land when the application form for the homeowner's grant is sent to the LSCFN. As part of the process of applying for the homeowner's grant, the LSCFN will sign a declaration concerning eligibility of properties for the homeowner's grant.



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4. Formulas for Calculation of Property Taxation Assistance If the Effective Date of the LSCFA 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 LSCFN for that taxation year minus the homeowner's grant received by LSCFN for that year.

**Assistance**

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Property assessment and taxation of Fee Simple Settlement Land

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN

**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; LSCSGA 14.9

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, LSCFN	For the first assessment roll prepared following the Effective Date, discuss and attempt to reach agreement on tax classifications and amounts for LSCFN Fee Simple Settlement Land.	Prior to finalization of assessment roll

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**PROJECT:** Action by taxing authority for non-payment of Property Taxes for Fee Simple Settlement Land

**RESPONSIBLE PARTY:** Yukon or Municipality ("Taxing Authority")

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

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

21.3.2 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the Property Taxes remain unpaid on Settlement Land six months after the withdrawal of any Local Government Services under 21.3.1, the taxing authority may attach the assets of that Yukon First Nation or any Yukon First Nation Corporation of that Yukon First Nation in addition to all other remedies including the filing of a lien or other instrument against such Settlement Land

**CROSS REFERENCED CLAUSES:** 21.2.1, LSCSGA 14.9, 14.11

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Taxing Authority	Provide LSCFN or any LSCFN 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 LSCFN or any LSCFN 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

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Taxing Authority	Provide notice to LSCFN if taxing authority decides to attach the assets of the LSCFN or any LSCFN Corporation owing the taxes, and/or to initiate other remedies.	If taxes remain unpaid six months after the withdrawal of any Local Government Services
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**PROJECT:** Action by Yukon or Municipality for non-payment by LSCFN for Local Government Services

**RESPONSIBLE PARTY:** Yukon or Municipality

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

21.3.3 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if arrears under any agreement negotiated between the Yukon First Nation and Government for the provision of Local Government Services on Settlement Land remain unpaid for a period of six months, Government may withdraw any or all such services to such land until the outstanding arrears have been paid.

21.3.4 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the arrears remain unpaid six months after the withdrawal of services under 21.3.3, Government may, without the consent of the Yukon First Nation or any Yukon First Nation Corporation, refer the matter to the dispute resolution process under 26.3.0.

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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon or Municipality	Provide LSCFN 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 LSCFN 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

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**PROJECT:** Rates for user-pay Local Government Services for LSCFN and any corporation owned or controlled by LSCFN

**RESPONSIBLE PARTY:** Village of Carmacks

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

21.4.1.1 Unless otherwise agreed between the Little Salmon/Carmacks First Nation and the Village of Carmacks, the Little Salmon/Carmacks First Nation and any corporation owned or controlled by the Little Salmon/Carmacks First Nation shall pay the same rates for user-pay Local Government Services supplied by the Village of Carmacks as are paid by property owners of the Village of Carmacks.

**CROSS REFERENCED CLAUSES:** LSCSGA 26.0 (all)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Village of Carmacks	At the request of either party attempt to reach agreement on the rates to be paid for Local Government Services by LSCFN or any corporation owned or controlled by LSCFN.	At discretion
Village of Carmacks	If no agreement, ensure rates for user-pay Local Government Services which are billed to the LSCFN or any corporation owned or controlled by LSCFN are the same as would be paid by property owners of the Village of Carmacks.	After the Effective Date

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**PROJECT:** Forgiveness of outstanding Property Taxes on LSCFN Settlement Land outside the Community Boundary of the Village of Carmacks

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

21.6.1.1 The Yukon shall forgive Property Taxes outstanding as of the Effective Date of this Agreement on Little Salmon/Carmacks Settlement Land situated outside the Community Boundary of the Village of Carmacks.

**CROSS REFERENCED CLAUSES:** None identified

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Forgive outstanding Property Taxes on LSCFN Settlement Land situated outside the Community Boundary of the Village of Carmacks.	As of the Effective Date

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**PROJECT:** Payment of outstanding Property Taxes on LSCFN Settlement Land situated inside the Community Boundary of the Village of Carmacks

**RESPONSIBLE PARTY:** LSCFN

**PARTICIPANT/ LIAISON:** Village of Carmacks

**OBLIGATIONS ADDRESSED:**

21.6.1.2 The Little Salmon/Carmacks First Nation shall pay Property Taxes outstanding as of the Effective Date of this Agreement on Little Salmon/Carmacks Settlement Land situated inside the Community Boundary of the Village of Carmacks.

**CROSS REFERENCED CLAUSES:** None identified

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Pay outstanding Property Taxes on LSCFN Settlement Land situated inside the Community Boundary of the Village of Carmacks.	Within 30 days of the Effective Date



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**PROJECT:** Preparation of an economic development opportunities plan

**RESPONSIBLE PARTY:** Canada, Yukon, LSCFN

**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 Little Salmon/Carmacks People in harvesting activities including traditional medicines, herbs, mushrooms and other plants, and opportunities for Little Salmon/Carmacks People to make investments in the areas described in 22.3.3.4.

**CROSS REFERENCED CLAUSES:** 15.7.1.2, 22.3.3.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Notify Canada and Yukon of intention to establish tripartite planning group to prepare an economic development opportunities plan.	After the Effective Date

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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 LSCFN 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 LSCFN.
2. The workplan may include provision for public participation.

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3. Nothing in the economic development opportunities plan shall be construed to impose an obligation on Government or LSCFN to implement the recommendations of the economic development opportunities plan.

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**PROJECT:** Facilitating of training and professional development of Yukon Indian People so they will have access to public service employment opportunities

**RESPONSIBLE PARTY:** LSCFN, 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, 22.8.1, Chapter 22 Schedule A Part I 1.0; 28.3.3, 28.3.3.5, 28.9.1

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, LSCFN	Exchange information regarding LSCFN 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 Government employment plan required pursuant to Chapter 22 Schedule A Part I 4.0 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, 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.

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3. The activities set out above will be carried out by Canada and Yukon in separate processes with LSCFN.
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 or obliges Government to allocate additional funds to carry out this activity.

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**PROJECT:** Explore ways of making apprenticeship programs more flexible and promote greater participation by Yukon Indian People

**RESPONSIBLE PARTY:** LSCFN, 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, 22.8.1, Chapter 22 Schedule A Part I 1.0; 28.3.3.5

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, 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 LSCFN and within 6 months of the Effective Date or as soon thereafter as the parties agree is reasonable
LSCFN, Yukon	Assess employment opportunities within the trades sector.	As established in the workplan
LSCFN, Yukon	Contact trade unions to encourage their participation in the review of apprenticeship programs.	As established in the workplan
LSCFN, Yukon	Review existing apprenticeship training programs to assess their effectiveness in promoting greater participation by Yukon Indian People.	As established in the workplan

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, 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
LSCFN, 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 or obliges Government to allocate additional funds to carry out this activity.

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**PROJECT:** Notice of tenders to LSCFN by the Yukon

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Advise Yukon that LSCFN 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
LSCFN	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 LSCFN 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 LSCFN if it is on such lists.	At the time Yukon invites tenders



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**Planning Assumptions**

1. Additions to the source lists made between release periods can be accessed by LSCFN 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 or obliges Government to allocate additional funds to carry out this activity.

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**PROJECT:** Information on non-public contracts

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN

**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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Supply LSCFN 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 or obliges Government to allocate additional funds to carry out this activity.

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**PROJECT:** Inclusion of LSCFN on federal contract lists

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Advise Canada if LSCFN 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 LSCFN request
LSCFN	Notify Canada of qualifications, etc. when indicating on which contract list LSCFN wishes to be included.	At discretion
Canada	Notify LSCFN if LSCFN included on specific contract lists.	At request of LSCFN
Canada	Provide publicly available information with respect to contracts that have been awarded in Yukon.	As soon as practicable after LSCFN request

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**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 or obliges Government to allocate additional funds to carry out this activity.

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**PROJECT:** Access to Government contracting and registration

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Provide information to Little Salmon/Carmacks People and/or LSCFN corporations regarding access to contracts, standing offer agreements, how to register on lists or inventories.	At request of Little Salmon/Carmacks People and/or LSCFN corporations
Government	Provide this information through seminars/workshops.	Where practicable

**Planning Assumptions**

1. For the purposes of this clause, Little Salmon/Carmacks People may be represented by LSCFN.
2. When seminars/workshops are arranged, there may be an initial consultation process between LSCFN and Government with respect to the content and delivery of the information.

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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 or obliges Government to allocate additional funds to carry out this activity.

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**PROJECT:** Structuring contracts to a manageable size

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Where reasonable, make best efforts to structure contracts so that they are of a size manageable by small business.	Ongoing
LSCFN	Based on contracting information provided under 22.5.3, and if the LSCFN has concerns that a particular contract does not meet the objectives of 22.5.10, contact Yukon requesting further information.	At discretion
Yukon	In response to LSCFN's inquiry as to why contract in question was not structured of a size manageable by small businesses, provide additional information.	Upon request of LSCFN

**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 or obliges Government to allocate additional funds to carry out this activity.

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**PROJECT:** Assisting Yukon Indian People to invest in public corporations

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN, 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Provide list of public corporations and information as may be available respecting existing investment opportunities.	At request of LSCFN
LSCFN, 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, depending on the circumstances.	Within a reasonable period of time following the request
LSCFN, 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.



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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 or obliges Government to allocate additional funds to carry out this activity.

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**PROJECT:** Participation of LSCFN corporations with Yukon Development Corporation

**RESPONSIBLE PARTY:** Yukon Development Corporation, LSCFN corporation

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN corporations and Yukon Development Corporation	At discretion, discuss participation with LSCFN corporations or Yukon Development Corporation in economic opportunities such as joint ventures, partnerships and equity participation in subsidiary corporations.	After Effective Date
LSCFN corporations and Yukon Development Corporation	At discretion, propose participation in specific economic opportunities.	When the opportunity arises
LSCFN corporations or Yukon Development Corporation	Review/study proposal at discretion. Respond to initiating party; accept or decline proposal.	Within a reasonable time period
LSCFN corporations and Yukon Development Corporation	Proceed with joint participation in economic opportunity.	If proposal accepted by both parties

**Planning Assumption**

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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 or obliges Government to allocate additional funds to carry out this activity.

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**PROJECT:** LSCFN participation in acquisition or disposal of Yukon Development Corporation business ventures

**RESPONSIBLE PARTY:** Yukon Development Corporation

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon Development Corporation	Where Yukon Development Corporation seeks public participation in the acquisition or disposal of a business venture, notify LSCFN of opportunity to participate and provide relevant information.	In sufficient time to enable LSCFN to fully consider the opportunity
LSCFN	At discretion, research feasibility of participation in acquisition or disposal of business venture.	After notification of business opportunity
LSCFN	At discretion, participate in acquisition or disposal of business venture with 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 or obliges Government to allocate additional funds to carry out this activity.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Establishment of procedures for joint capital planning

**RESPONSIBLE PARTY:** LSCFN, 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), 8.0 (all)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN, Government	Designate senior officials to meet to establish procedures, to the extent practicable, for joint capital projects planning for departments, agencies, crown corporations and LSCFN.	At the request of one of the Parties
LSCFN, Government	Discuss common interests and mutual priorities.	
LSCFN, Government	As agreed, establish procedures including negotiations, studies, sharing of information, review of procedures.	As practicable
LSCFN, Government	Designate senior officials to meet to establish procedures, to the extent practicable, for joint public finance for departments, agencies, crown corporations and LSCFN.	At the request of one of the Parties
LSCFN, Government	Discuss common interests and mutual priorities.	
LSCFN, Government	As agreed, establish procedures including negotiations, studies, sharing of information, review of procedures.	As practicable

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**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. There are two objectives for establishing procedures through two bilateral discussions. The first deals with procedures for public works and infrastructure developments for Government and YFNs. The second 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.

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**PROJECT:** Annual review of Yukon Economic Strategy

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Notify YFNs of annual review of Yukon Economic Strategy. Request names of delegates.	Annually
LSCFN	Provide Yukon with names of delegates.	Annually
Yukon	Invite delegates and ensure that at least one quarter of total delegates are Yukon Indian People or their representatives.	Annually

**Planning Assumptions**

1. The requirements of this clause shall be a criterion in the normal process of arranging the annual 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 or obliges Government to allocate additional funds to carry out this activity.

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**PROJECT:** Development of plan regarding representative public service

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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 Little Salmon/Carmacks First Nation that reflects the aboriginal/non-aboriginal make-up of the population of the Traditional Territory of the Little Salmon/Carmacks First Nation.
- 1.2 Government shall Consult with the Little Salmon/Carmacks First Nation 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;



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**OBLIGATIONS ADDRESSED:**

- 1.6.8 measures to manage the effect of the Government plan on the ability of the Little Salmon/Carmacks First Nation to recruit and retain qualified employees; and
- 1.6.9 such other measures as may reasonably contribute to achieving the goal of a representative public service.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; 22.4.1, 22.4.2, Chapter 22 Schedule A Part I 1.7 (all)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Initiate and develop a proposal for a plan designed to attain the above stated goals, including matters involving job descriptions and commencing with the issues within the LSCFN Traditional Territory. Notify LSCFN 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
LSCFN, Government	Discuss proposal for plan and develop outline of plan.	Within a reasonable time following notification to LSCFN
Government	Develop a draft plan and forward to LSCFN.	As soon as practicable
LSCFN	Prepare and present its views.	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 LSCFN's primary interests will be in the Traditional Territory and therefore the initial steps in the plan should focus on the LSCFN Traditional Territory.
2. Both Governments will be undertaking their own plans, with appropriate coordination between the two Governments.

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**PROJECT:** Consolidation of plan regarding representative public service

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 1.4 Government may consolidate the plan, after Consultation with the Little Salmon/Carmacks First Nation, with any other similar plan required by another Yukon First Nation Final Agreement, provided the consolidation does not adversely affect the benefits of the Little Salmon/Carmacks People 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify LSCFN of desire to consolidate the plan with other plans. Provide details and request comments.	If Government intends to consolidate the plan
LSCFN	Prepare and present views, considering whether the consolidation will adversely affect benefits of LSCFN set out in the plan.	Within a reasonable time period
Government	Provide full and fair consideration of views presented.	
Government, LSCFN	Determine whether the consolidation would adversely affect the benefits to LSCFN set out in the plan.	Following Consultation
Government	At discretion, and if it is determined that there are no adverse effects to LSCFN, consolidate the plans.	Following Consultation

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**Planning Assumptions**

1. This activity may be initiated at the request of LSCFN.
2. Both Governments will be undertaking their own plans pursuant to Chapter 22 Schedule A Part I 1.1.

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**PROJECT:** Review of public service job descriptions

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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 Little Salmon/Carmacks People and other residents of the Traditional Territory of the Little Salmon/Carmacks First Nation 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)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Review job descriptions in the public service for employees in the Yukon.	After Effective Date
Government	Make available to LSCFN the conclusions of the review, 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 LSCFN

**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 I, 1.1.

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**PROJECT:** Negotiation of a Project agreement where Yukon has jurisdiction to issue a Decision Document

**RESPONSIBLE PARTY:** Yukon, LSCFN, 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 Little Salmon/Carmacks First Nation which is reviewed by a panel of YDAB, the Yukon Minister may require in the Decision Document that the Project proponent, the Little Salmon/Carmacks First Nation and the Yukon negotiate a Project agreement.

2.3 Project agreements referred to in 2.2 may include:

2.3.1 employment opportunities for Little Salmon/Carmacks People;

2.3.2 business opportunities for the Little Salmon/Carmacks First Nation or for Little Salmon/Carmacks People, including contracts and the provision of goods and services;

2.3.3 investment opportunities for the Little Salmon/Carmacks First Nation including equity purchase; and

2.3.4 other measures to mitigate negative socio-economic effects of the Project on the Little Salmon/Carmacks First Nation or Little Salmon/Carmacks People.

2.4 The provisions in 2.2 shall expire on January 1, 2019, unless the parties to this Agreement agree to extend the period of the application of 2.2.

**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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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 LSCFN, Yukon and the Project proponent to negotiate a Project agreement.	Until Jan. 1, 2019, unless the parties agree to extend the period of the application of 2.2
Yukon, LSCFN, Project proponent	Negotiate Project agreement.	If required by Decision Document
Canada, Yukon, LSCFN	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 Project proponents, Government will consider including information that encourages Project proponents 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 LSCFN before requiring in a Decision Document that the Project proponent, LSCFN and Yukon negotiate a Project agreement.

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**PROJECT:** Negotiation of a Project agreement where LSCFN has jurisdiction to issue a Decision Document

**RESPONSIBLE PARTY:** LSCFN, Project proponent

**PARTICIPANT/  
LIAISON:** Yukon

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 2.5 Subject to 12.13.4, where the Little Salmon/Carmacks First Nation has jurisdiction to issue a Decision Document for a Project in the Traditional Territory of the Little Salmon/Carmacks First Nation which is reviewed by a panel of YDAB, the Little Salmon/Carmacks First Nation may require in the Decision Document that the Project proponent and the Little Salmon/Carmacks First Nation negotiate a Project agreement.
- 2.6 Project agreements referred to in 2.5 may include:
- 2.6.1 employment opportunities for Little Salmon/Carmacks People;
  - 2.6.2 business opportunities for the Little Salmon/Carmacks First Nation or for Little Salmon/Carmacks People, including contracts and the provision of goods and services;
  - 2.6.3 investment opportunities for the Little Salmon/Carmacks First Nation including equity purchase; and
  - 2.6.4 other measures to mitigate negative socio-economic effects of the Project on the Little Salmon/Carmacks First Nation or Little Salmon/Carmacks People.
- 2.7 At the request of the Little Salmon/Carmacks First Nation and the Project proponent, the Yukon may agree to be a party to the negotiation of a Project agreement.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; 12.3.4 (all)

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	At discretion of LSCFN, where LSCFN has jurisdiction to issue a Decision Document reviewed by a panel of YDAB, include a provision in Decision Document to require the Project proponent and LSCFN to negotiate a Project agreement.  <u>If Decision Document requires negotiation of a Project Agreement:</u>	As appropriate
LSCFN, Project proponent	At discretion, request that Yukon be included as party to the negotiations of the Project agreement.	As appropriate
LSCFN, Project proponent, Yukon	If Yukon agrees, include Yukon as a party to Project agreement negotiations.	As appropriate
LSCFN, Project proponent and, if applicable, Yukon	Negotiate project agreement.	As necessary

**Planning Assumptions**

1. Yukon, Canada and CYI shall make best efforts to consider the inclusion of this provision in interim measures developed under the Development Assessment Process.
2. In developing government information or forms to be provided to prospective Project proponents, Government will consider including information that encourages Project proponents to discuss their projects with affected First Nations during the initial planning stages and prior to any reviews by a panel of YDAB.



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Preparation of a regional economic development plan for LSCFN Traditional Territory

**RESPONSIBLE PARTY:** Canada, Yukon, LSCFN

**PARTICIPANT/LIAISON:** Village of Carmacks, commercial and industrial interests, other residents of the LSCFN Traditional Territory

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 3.1 No later than one year after the Effective Date of this Agreement, Government and the Little Salmon/Carmacks First Nation shall jointly undertake the preparation of a regional economic development plan for the Traditional Territory of the Little Salmon/Carmacks First Nation.
- 3.2 Government and the Little Salmon/Carmacks First Nation shall provide the opportunity to involve the Village of Carmacks, existing commercial and industrial interests within the Traditional Territory of the Little Salmon/Carmacks First Nation, and other residents of the Traditional Territory of the Little Salmon/Carmacks First Nation in the preparation of the regional economic development plan.
- 3.3 The regional economic development plan shall:
  - 3.3.1 examine the state of the economy in the Traditional Territory of the Little Salmon/Carmacks First Nation;
  - 3.3.2 assess the potential for development in the areas of communication, culture, transportation, agriculture, energy, renewable and non-renewable resources and tourism in the Traditional Territory of the Little Salmon/Carmacks First Nation;
  - 3.3.3 recommend appropriate types of economic development activities which are consistent with the principles of Sustainable Development;
  - 3.3.4 recommend priorities for economic development in the Traditional Territory of the Little Salmon/Carmacks First Nation;
  - 3.3.5 recommend measures to integrate the Little Salmon/Carmacks First Nation economic development opportunities plan required pursuant to 22.3.1 with the regional economic development plan for the Traditional Territory of the Little Salmon/Carmacks First Nation;

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**OBLIGATIONS ADDRESSED:**

- 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 Little Salmon/Carmacks First Nation should take to implement the regional economic development plan;
- 3.3.8 recommend whether limits or other restrictions are required for commercial activities within the scope of Part II of this schedule, and if limits or other restrictions are required, recommend what those limits or restrictions should be;
- 3.3.9 provide for periodic review and evaluation of the regional economic development plan; and
- 3.3.10 recommend a process of amendment for the regional economic development plan.
- 3.4 Nothing in 3.1, 3.2, and 3.3 shall be construed to impose on Government or the Little Salmon/Carmacks First Nation an obligation to implement the recommendations of the regional economic development plan.
- 3.5 Nothing in the regional economic development plan shall be construed to:
  - 3.5.1 prevent the Little Salmon/Carmacks First Nation or Little Salmon/Carmacks People 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 Little Salmon/Carmacks People to any other employment or training position available outside the Traditional Territory of the Little Salmon/Carmacks First Nation.

**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

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Notify Canada and Yukon of intention to establish tripartite planning group to prepare a regional economic development plan for the LSCFN Traditional Territory.	After the Effective Date and in sufficient time to commence preparation of the regional economic development plan within one year 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	Identify Government programs that may be accessed to assist LSCFN 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

**Planning Assumptions**

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1. The regional economic development plan will take into account existing economic development priorities of the LSCFN.
2. The workplan may include provision for public participation.
3. Nothing in the regional economic development plan shall be construed to impose an obligation on Government or LSCFN to implement the recommendations of the regional economic development plan.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Negotiation of economic development agreements

**RESPONSIBLE PARTY:** Government, LSCFN

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 4.1 Government may enter into economic development agreements with the Little Salmon/Carmacks First Nation which provide:
  - 4.1.1 technical and financial assistance for economic development purposes to residents of the Traditional Territory of the Little Salmon/Carmacks First Nation and to organizations, businesses and corporations owned by those residents, Little Salmon/Carmacks People or the Little Salmon/Carmacks First Nation;
  - 4.1.2 for the participation of the Little Salmon/Carmacks First Nation in the planning, management, administration and decision making of those programs and services; and
  - 4.1.3 for measures to implement recommendations of the regional economic development plan.
- 4.2 Government and the Little Salmon/Carmacks First Nation shall take into consideration the regional economic development plan developed pursuant to 3.0, if completed, when negotiating an economic development agreement referred in 4.1.
- 4.3 Economic development agreements referred to in 4.1:
  - 4.3.1 shall describe the purposes for which technical and financial assistance may be used;
  - 4.3.2 may provide for a financial contribution by the Little Salmon/Carmacks First Nation, consistent with the ability of the Little Salmon/Carmacks First Nation to contribute; and
  - 4.3.3 may provide for a financial contribution by Government for the purposes of the agreements.
- 4.4 The Little Salmon/Carmacks First Nation shall nominate no less than one third of the members of any joint planning, management, advisory, or decision making body established pursuant to an economic development agreement referred to in 4.1.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**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, LSCFN	At discretion of any Party, initiate request to negotiate economic development agreements with LSCFN.	After the Effective Date
Government, LSCFN	Assess need to negotiate economic development agreement.	
Government, LSCFN	Respond to request to enter negotiations.	Within a reasonable period of time
Government, LSCFN	If agreed, negotiate economic development agreements taking into consideration regional economic development plan developed pursuant to 3.0, if plan completed.	As required
LSCFN, Government	Nominate members of any joint planning, management, advisory or decision making body established pursuant to an economic development agreement referred to in 4.1.	As required pursuant to the economic development agreement

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Negotiation of terms and conditions for acquiring interest in a Project

**RESPONSIBLE PARTY:** LSCFN, Proponent

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 5.2 The Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation, at the request of the Little Salmon/Carmacks First Nation, shall negotiate the terms and conditions of the Little Salmon/Carmacks First Nation acquiring its interest in a Project.
- 5.5 At any time at least 270 days after notice has been given under 5.7.2, the Proponent may provide in writing to the Little Salmon/Carmacks First Nation an offer setting out all the proposed terms and conditions of the Little Salmon/Carmacks First Nation acquiring its interest pursuant to 5.2 in the Project.
- 5.6 The offer referred to in 5.5 shall be open for acceptance by the Little Salmon/Carmacks First Nation for 30 days, and, failing acceptance of the offer, the option described in 5.2 shall lapse, and the Proponent shall have no further obligation to the Little Salmon/Carmacks First Nation under 5.0 for that Project.
- 5.7 The Proponent shall, as soon as practicable:
  - 5.7.1 give notice to the Little Salmon/Carmacks First Nation of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the Little Salmon/Carmacks First Nation; and
  - 5.7.2 give notice to the Little Salmon/Carmacks First Nation 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 I 5.1, 5.3 (all), 5.8, 5.11 (all)

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**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Proponent	Communicate to LSCFN about any proposed Projects within LSCFN Traditional Territory.	Annually and preferably at least six months prior to offering an option to LSCFN
Proponent	Provide general information with respect to proposed Projects.	At request of LSCFN and within a reasonable period of time after request
Proponent	Provide notice to LSCFN of completion of all studies and investigations into the feasibility of a Project.	As soon as practicable
Proponent	Make studies available to LSCFN.	At request of LSCFN
Proponent	Provide notice to LSCFN of receipt of all regulatory approvals.	As soon as practicable after receipt of regulatory approvals
LSCFN, Proponent	Enter into negotiations regarding terms and conditions of acquiring an interest in the Project.	After Proponent provides above notice, and after request by LSCFN
Proponent	Provide to LSCFN a written offer setting out terms and conditions for acquiring an interest in the Project pursuant to 2.2.	At least 270 days after notice given under 2.7.2
LSCFN	At discretion, accept offer.	Within 30 days of written offer

**Planning Assumption**

1. If both parties agree to do so, the Proponent and LSCFN may enter into discussions prior to the receipt of all regulatory approvals concerning acquisition of an interest in a Project by the LSCFN.



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Offer to purchase Little Salmon/Carmacks First Nation interest in a Project

**RESPONSIBLE PARTY:** LSCFN

**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 Little Salmon/Carmacks First Nation, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Project pursuant to 5.2, which offer it is ready and willing to accept, shall communicate the terms of the offer to the Proponent, which shall have the first right to purchase that interest or portion thereof at the price and on the terms set out in the offer.

5.10 The Proponent may exercise the first right to purchase set out in 5.9 at any time during 30 days from the date on which it receives notice of the said bona fide offer, by advising the Little Salmon/Carmacks First Nation in writing of its intention to exercise the right and to complete the purchase of the said 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
	<u>Unless otherwise agreed by all the parties owning an interest in a Project:</u>	
LSCFN	Upon receipt of a bona fide offer to purchase LSCFN interest, if willing to accept an offer to purchase LSCFN interest, communicate terms of the offer to the Proponent.	As necessary
Proponent	Advise LSCFN 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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Proponent	Complete purchase of said interest or portion.	Within 100 days after giving notice of intention to buy the LSCFN interest

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Offer of opportunity to operate a Campground in the LSCFN Traditional Territory

**RESPONSIBLE PARTY:** Yukon, LSCFN

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A, Part I

6.2 If the Yukon decides to offer to another Person the opportunity to operate one or more Campgrounds, it shall first offer the opportunity to operate one such Campground to the Little Salmon/Carmacks First Nation in the following manner:

6.2.1 the Yukon shall provide written notice to the Little Salmon/Carmacks First Nation setting out the terms and conditions upon which the identified Campground is to be operated and shall invite the Little Salmon/Carmacks First Nation to operate the Campground on those terms and conditions;

6.2.2 if the Little Salmon/Carmacks First Nation does not accept, in writing, the invitation referred to in 6.2.1 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 the public upon the same terms and conditions as offered to the Little Salmon/Carmacks First Nation; and

6.2.3 if no other Person accepts the public offer referred to in 6.2.2., the Yukon may invite the Little Salmon/Carmacks First Nation to operate the Campground on new terms and conditions but in accordance with the procedure set out in 6.2.1 and 6.2.2.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part I 6.1, 6.3, 6.4

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	If offering another Person the opportunity to operate a Campground, provide written offer to LSCFN to operate the Campground, indicating terms and conditions of Campground's operation.	As appropriate
LSCFN	If accepting offer to operate Campground, indicate acceptance to Yukon in writing.	Within 60 days of receipt of offer

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	If LSCFN declines offer, at discretion make offer to operate Campground to the public subject to same terms and conditions as offered to LSCFN.	As appropriate
Yukon	If no other Person accepts offer, at discretion offer LSCFN the opportunity to operate Campground on new terms and conditions in accordance with procedure in 6.2.1 and 6.2.2.	As appropriate

**Planning Assumptions**

1. This cycle of activities will repeat for all offers to operate a Campground, until such time as LSCFN accepts an offer to operate one Campground.
2. In the event that the Yukon offers the operation of two or more Campgrounds to another Person at the same time, LSCFN shall receive written offers on all such Campgrounds, of which one may be accepted by LSCFN pursuant to 6.2 (all).

**LITTLE SALMON/CARMACKS FIRST NATION 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

- 7.1 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.
- 7.2 Nothing in 7.1 shall be construed to mean that a criterion for employment of Little Salmon/Carmacks People shall be the determining criterion in awarding any contract.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B, 4.1, 4.1.5; UFA Implementation Plan, Annex B, Part I, Board Services and Facilities

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Agreements to give effect to Chapter 22

**RESPONSIBLE PARTY:** Canada, Yukon, LSCFN

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 8.1 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.
- 8.2 An agreement referred to in 8.1 shall state whether, and if so, to what extent, the agreement is binding on the parties to the Agreement.
- 8.3 Nothing in this Agreement shall be construed to limit the ability of the Little Salmon/Carmacks First Nation and the Yukon to make recommendations to, and enter into agreements with, each other respecting the establishment of measures, policies, and programs with the objective of furthering the economic development of resources within the Traditional Territory of the Little Salmon/Carmacks First Nation, in a manner which is consistent with the culture, values and identity of the Little Salmon/Carmacks First Nation.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; 22.1.0 (all)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, LSCFN, 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, LSCFN, Yukon	Proceed with discussions toward the development of agreements.	If the Parties agree to proceed

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Right to acquire new licences or permits in the commercial freshwater fishing industry

**RESPONSIBLE PARTY:** Yukon, LSCFN

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

- 1.1 The Little Salmon/Carmacks First Nation shall have the right of first refusal to acquire licences or permits in respect of commercial freshwater fishing in the Traditional Territory of the Little Salmon/Carmacks First Nation as follows:
  - 1.1.1 Government shall offer to the Little Salmon/Carmacks First Nation any new licences or permits in respect of commercial freshwater fishing until the Little Salmon/Carmacks First Nation and Little Salmon/Carmacks Firms together have been allocated 25 percent of the commercial freshwater fish quota in the Traditional Territory of the Little Salmon/Carmacks First Nation.
- 4.7 The Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation under 1.0, 2.0 or 3.0.
- 4.9 When the Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation.
- 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 Little Salmon/Carmacks First Nation pursuant to 1.0, 2.0 and 3.0.
- 4.11 Nothing in 1.0, 2.0 or 3.0 shall be construed to obligate Government to replace a licence or permit obtained by the Little Salmon/Carmacks First Nation pursuant to these provisions where the Little Salmon/Carmacks First Nation has sold or assigned that licence or permit.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**OBLIGATIONS ADDRESSED:**

- 4.12 Nothing in 1.0, 2.0 and 3.0 shall be construed to prevent the Little Salmon/Carmacks First Nation or a Little Salmon/Carmacks 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, 2019, 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, LSCFN	Determine whether the LSCFN and LSCFN Firms together have been allocated 25% of the commercial freshwater fishing quota in the LSCFN Traditional Territory.  <u>Prior to January 1, 2019, if the 25% allocation has not been met:</u>	After the Effective Date, prior to any new licences or permits being issued
Yukon	Notify LSCFN of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to LSCFN 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
LSCFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If LSCFN applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Right to acquire new licences or permits in the commercial wilderness adventure travel industry

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** LSCFN

**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 Little Salmon/Carmacks First Nation, the Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation 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 each year thereafter, Government shall offer to the Little Salmon/Carmacks First Nation any new licences or permits issued from time to time until the Little Salmon/Carmacks First Nation and Little Salmon/Carmacks Firms together have been issued 25 percent of the licences or permits issued from time to time.
- 4.7 The Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation under 1.0, 2.0 or 3.0.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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**OBLIGATIONS ADDRESSED:**

- 4.9 When the Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation.
- 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 Little Salmon/Carmacks First Nation pursuant to 1.0, 2.0 and 3.0.
- 4.11 Nothing in 1.0, 2.0 or 3.0 shall be construed to obligate Government to replace a licence or permit obtained by the Little Salmon/Carmacks First Nation pursuant to these provisions where the Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation or a Little Salmon/Carmacks 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, 2019, 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
	<p><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 wilderness travel adventure industry in the LSCFN Traditional Territory:</u></p>	
Government, LSCFN	<p>Determine whether the LSCFN and LSCFN Firms together have been allocated 25% of the commercial wilderness adventure travel industry licences or permits in the LSCFN Traditional Territory.</p> <p><u>In the first year that Government places a limit and prior to Jan. 1, 2019, if the 25% allocation has not been met:</u></p>	<p>After the Effective Date, prior to any new licences or permits being issued</p>

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify LSCFN of decision to offer new licences or permits.	If new licences or permits are to be offered
Government	Offer to LSCFN 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
LSCFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Government	If LSCFN applies and satisfies the applicable requirements, issue licence or permit.  <u>In the second and subsequent years that Government places a limit and prior to January 1, 2019, if the 25% allocation has not been met:</u>	Within a reasonable time period
Government	Notify LSCFN of decision to offer new licences or permits.	If new licences or permits are to be offered
Government	Offer to LSCFN any new licence or permit, issued from time to time, until the LSCFN and Little Salmon/Carmacks Firms together have been issued 25% 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
LSCFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Government	If LSCFN applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Right to acquire new licences or permits in the commercial freshwater sports fishing industry

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN

**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 Little Salmon/Carmacks First Nation, the Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation any new licences or permits issued from time to time until the Little Salmon/Carmacks First Nation and Little Salmon/Carmacks Firms together have been issued 25 percent of the licences or permits issued from time to time.
- 4.7 The Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation under 1.0, 2.0 or 3.0.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**OBLIGATIONS ADDRESSED:**

- 4.9 When the Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation.
- 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 Little Salmon/Carmacks First Nation pursuant to 1.0, 2.0 and 3.0.
- 4.11 Nothing in 1.0, 2.0 or 3.0 shall be construed to obligate Government to replace a licence or permit obtained by the Little Salmon/Carmacks First Nation pursuant to these provisions where the Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation or a Little Salmon/Carmacks 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, 2019, 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
	<p><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 the LSCFN Traditional Territory:</u></p>	
Yukon, LSCFN	<p>Determine whether the LSCFN and LSCFN Firms together have been allocated 25% of the commercial freshwater sports fishing quota in the LSCFN Traditional Territory.</p> <p><u>In the first year that Yukon places a limit and prior to Jan. 1, 2019, if the 25% allocation has not been met:</u></p>	<p>After the Effective Date, prior to any new licences or permits being issued</p>

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Notify LSCFN of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to LSCFN 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
LSCFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If LSCFN applies and satisfies the applicable requirements, issue licence or permit.  <u>In the second and subsequent years that Yukon places a limit and prior to January 1, 2019, if the 25% allocation has not been met:</u>	Within a reasonable time period
Yukon	Notify LSCFN of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to LSCFN any new licence or permit, issued from time to time, until the LSCFN and Little Salmon/Carmacks Firms together have been issued 25% 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
LSCFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If LSCFN applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

**LITTLE SALMON/CARMACKS FIRST NATION 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:** LSCFN

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

- 4.1 Government shall Consult with the Little Salmon/Carmacks First Nation when deciding to establish a licensing or permitting regime or when deciding to amend an existing licensing or permitting regime in respect of the industries referred to in 1.0, 2.0 and 3.0 in the Traditional Territory of the Little Salmon/Carmacks First Nation.

**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 II 1.0 (all), 2.0 (all), 3.0 (all)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify LSCFN when Government is considering whether to establish or amend a licensing or permitting regime. Provide details to LSCFN.	Prior to making a decision to establish or amend a licensing or permitting regime
LSCFN	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 LSCFN
Government	Communicate decision to LSCFN.	Following decision

**LITTLE SALMON/CARMACKS FIRST NATION 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.



**LITTLE SALMON/CARMACKS FIRST NATION 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:** LSCFN

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

4.2 Government shall Consult with the Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks First Nation.

**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 II 1.0 (all), 2.0 (all), 3.0 (all), 4.3 (all)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify LSCFN when Government is considering establishing or varying a limit on the number of permits and licences. Provide details to LSCFN.	Prior to making a decision to impose a limit or to vary existing limits on licences or permits
LSCFN	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 LSCFN.	After Consultation with LSCFN

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** LSCFN 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:** LSCFN

**PARTICIPANT/ LIAISON:** Government

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

4.4 The Little Salmon/Carmacks First Nation may, in writing, giving reasons, recommend to the Minister:

4.4.1 the establishment of or amendment to a licensing or permitting regime in respect of the industries referred to in 1.0, 2.0 and 3.0; and

4.4.2 the placement of or variation of a limit upon the number of 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 Little Salmon/Carmacks First Nation pursuant to 4.4, respond in writing to the Little Salmon/Carmacks First Nation, 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 II 1.0 (all), 2.0 (all), 3.0 (all), 4.1, 4.2, 4.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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 LSCFN, giving reasons regarding any decision made in respect of the recommendations.	Within 90 days after receipt of written recommendations

**LITTLE SALMON/CARMACKS FIRST NATION 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.

**LITTLE SALMON/CARMACKS FIRST NATION 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:** LSCFN

**PARTICIPANT/ LIAISON:** Government

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

4.6 The Little Salmon/Carmacks First Nation may enter into joint ventures or other arrangements with other persons to use the licences or permits issued to the Little Salmon/Carmacks First Nation 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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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Enter into joint ventures or other arrangements.	At discretion

**Planning Assumption**

1. Any requirement for notification to Government by LSCFN will be addressed in the licence or permit requirements.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Right to acquire outfitting concessions

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

5.2.4 Government decides to grant a concession in respect of an area, the previous concession in respect of which Government has revoked or refused to renew because it was then of the opinion that to do so was necessary for the conservation of wildlife in the area or protection of the public interest.

5.3 The first right to acquire referred to in 5.1 shall expire on January 1, 2019, unless the parties to this Agreement agree to extend the application of this provision.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.5; 16.5.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Provide notice in writing to LSCFN 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 prior to January 1, 2019, unless the Parties agree to extend the application of 5.1
LSCFN	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 LSCFN.	Following receipt of written notice from LSCFN

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Calculation of Resource Royalty payments

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN, 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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**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	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 LSCFN 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, LSCFN, 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 LSCFN and include information regarding basis for calculation.	Annually, following first activity
Yukon	If there has been an overpayment or under payment to LSCFN, 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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Granting of fee simple interest within LSCFN Traditional Territory

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN

**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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Notify LSCFN of application for fee simple interest in any Resource within LSCFN Traditional Territory. Provide details to LSCFN.	Upon receipt of application for a fee simple interest in any Resource
LSCFN	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 LSCFN.	As soon as practicable

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Changes to fiscal regime which would affect the Crown royalty regime

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN, 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

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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
LSCFN	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 LSCFN.	Following decision

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Change to location of route, road or highway

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** Settlement Land Committee ("SLC")

**OBLIGATIONS ADDRESSED:**

Appendix A - Description of Settlement Land 3.2.5

Government, prior to or during the survey of a boundary of a Parcel which is described as a route, road, highway, or right-of-way for a route, road or highway, may, with the consent of the Settlement Land Committee, change the location of that route, road, highway, or right-of-way for a route, road or highway and the boundary of the Parcel shall change accordingly;

**CROSS REFERENCED CLAUSES:** None identified

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Rehabilitation of Settlement Land used as a haul road

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

Appendix A - Description of Settlement Land 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 Little Salmon/Carmacks First Nation, rehabilitate Settlement Land used as part of that haul road;

**CROSS REFERENCED CLAUSES:** None identified

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Notify LSCFN 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
LSCFN	Determine if rehabilitation of Settlement Land used as part of the haul road is appropriate.	Following receipt of notice
LSCFN	Notify Yukon of decision regarding need for rehabilitation of Settlement Land used as part of the haul road that is Settlement Land.	Within a reasonable time indicated by Yukon
Yukon	If requested by LSCFN, rehabilitate Settlement Land that was used as part of the haul road.	Within a reasonable time following the LSCFN request

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Alteration to Settlement Land to which a Specified Access Right applies

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

Appendix A - Description of Settlement Land, 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 Little Salmon/Carmacks First Nation, or, failing consent, an order of the Surface Rights Board setting out terms and conditions of such significant alteration;

**CROSS REFERENCED CLAUSES:** None identified

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	If, during the maintenance of a road, route or right-of-way to which a Specified Access Right applies, it will be necessary to significantly alter LSCFN Settlement Land to which to Specified Access Right applies, notify LSCFN of necessary alterations and provide details.	As necessary
LSCFN	Review information provided by Yukon relating to the alteration of the LSCFN Settlement Land in question to which a Specified Access Right applies. Grant or deny consent to alter that LSCFN 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, LSCFN	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Government closure of all or any portion of a Realigned Roadway

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/ LIAISON:** LSCFN

**OBLIGATIONS ADDRESSED:**

Appendix A - Description of Settlement Land, 3.2.9

Government may, following Consultation with the Little Salmon/Carmacks First Nation, close all or any portion of a Realigned Roadway in which case the Specified Access Right shall no longer apply to the closed Realigned Roadway or any portion thereof, as the case may be.

**CROSS REFERENCED CLAUSES:** Appendix A - Description of Settlement Land 3.2.10

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
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 LSCFN 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
LSCFN	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 LSCFN. Notify LSCFN of outcome.	After LSCFN views presented to Yukon

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Issuing fuelwood harvesting and related access permits on R-6B

**RESPONSIBLE PARTY:** LSCFN, Canada

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

R-6B Category B, being the Parcel shown as R-6B on Territorial Resource Base Map 105L/4, dated new date, 1996, at Eagle's Nest Bluff, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Campbell Highway and as a southerly boundary the northerly bank of the Yukon River,

subject to the following Special Conditions:

- Government has the right to issue fuelwood harvesting and related access permits on this Parcel as if the Parcel had not become Settlement Land, for a period of one year from the Effective Date of this Agreement after which, the issuance of any further such permits shall require the consent of the Little Salmon/Carmacks First Nation;

having an area of approximately 6.54 kilometres.

**CROSS REFERENCED CLAUSES:** None identified

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	At discretion, issue fuelwood harvesting and related access permits on this Parcel. Notify LSCFN of the permits issued.	For a period of one year from the Effective Date
	<u>After one year from the Effective Date:</u>	
Canada	Notify LSCFN of intent to issue fuelwood harvesting and related access permits on this Parcel. Request LSCFN consent.	As necessary
LSCFN	Grant or deny consent.	As soon as practicable



**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	If consent is granted, at discretion, issue fuelwood harvesting and related access permits on this Parcel. Notify LSCFN of the permits issued.	As necessary

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Closure of portion of the Dawson Road

**RESPONSIBLE PARTY:** Yukon, LSCFN

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

R-20B subject to the following Special Condition:

- the Yukon shall, at the request of the Little Salmon/Carmacks First Nation, close that portion of the Dawson Road as shown on Plan 21984 CLSR lying within Parcel R-20B,

R-32B subject to the following Special Condition:

- the Yukon shall, at the request of the Little Salmon/Carmacks First Nation, close that portion of the Dawson Road as shown on Plan 219843 CLSR lying within Parcel R-32B,

**CROSS REFERENCED CLAUSES:** None identified

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
LSCFN	Request Yukon to close those portions of the Dawson Road as shown on Plan 21984 CLSR lying within Parcel R-20B and on Plan 219843 CLSR lying within Parcel R-32B.	At discretion
Yukon	Close portions of the Dawson Road.	As soon as practicable after receiving request
	Notify LSCFN of closure of the portion of the Dawson Road.	After the portion of the Dawson road has been closed

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Adjustments to Dawson Road right-of-way

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

S-4B Proposed Site Specific Settlement Land, being the area shown as S-4B, at the Klondike Highway, on Territorial Resource Base Map 115 I/7, dated new date, 1996, having as a northerly boundary the southerly bank of McGregor Creek, as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway and as an easterly boundary the westerly boundary of a 15 metre right-of-way for the road known as Dawson Road and shown approximately by a double solid line designated as Dawson Road on Territorial Resource Base Map 115 I/7, including a portion of Lot 73, Group 953, Plan 56433 CLSR, 33681 LTO comprising a portion of the land described in P. C. 1985-323, out of which shall be selected a Parcel of Category B Settlement Land, on which cabins and outbuildings are located, to be known as S-4B1,

having an area of approximately 2 hectares.

S-127B Proposed Site Specific Settlement Land, being the area shown as S-127B, at the Klondike Highway, on Territorial Resource Base Map 115 I/7, dated new date, 1996, having as a northeasterly boundary the southwesterly boundary of a 15 metre right-of-way for the road known as Dawson Road and shown approximately by a dashed line designated as Dawson Road on Territorial Resource Base Map 115 I/7 and as a southerly boundary the northerly bank of McGregor Creek, including a portion of Lot 73, Group 953, Plan 56433 CLSR, 33681 LTO comprising a portion of the land described in P. C. 1985-323, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-127B1,

having an area of approximately 2 hectares.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**OBLIGATIONS ADDRESSED:**

S-303B Proposed Site Specific Settlement Land, being the area shown as S-303B, at the Dawson Road, on Territorial Resource Base Map 115 I/7, dated new date, 1996, having as a southerly boundary the northerly bank of McGregor Creek and as a westerly boundary the easterly boundary of the 15 metre right-of-way for the road known as Dawson Road and shown approximately by a dashed line designated as Dawson Road on Territorial Resource Base Map 115 I/7, including a portion of Lot 73, Group 953, Plan 56433 CLSR, 33681 LTO comprising a portion of the land described in P. C. 1985-323, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-303B1,

having an area of approximately 0.5 hectare.

S-304B Proposed Site Specific Settlement Land, being the area shown as S-304B, at the Dawson Road, on Territorial Resource Base Map 115 I/7, dated new date, 1996, having as a northerly boundary the southerly bank of McGregor Creek and as a westerly boundary the easterly boundary of the 15 metre right-of-way for the road known as Dawson Road and shown approximately by a dashed line designated as Dawson Road on Territorial Resource Base Map 115 I/7, out of which shall be selected a Parcel of Category B Settlement Land, on which a cabin is located, to be known as S-304B1,

having an area of approximately 0.5 hectare.

**CROSS REFERENCED CLAUSES:** None identified

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Change Dawson Road right-of-way to 15 metres in the proximity of those areas described as Parcels S-4B, S-127B, S-303B and S-304B.	When surveying boundaries of Parcels S-4B, S-127B, S-303B and S-304B

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

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**ANNEX B  
COMMISSIONS, COUNCILS  
AND COMMITTEES**

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**Application**

This Annex applies as provided herein to the:

Regional Land Use Planning Commission

Settlement Land Committee

Carmacks Renewable Resources Council

hereinafter called the "Boards".

**Contents**

This Annex has five parts:

Part I - 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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Part 1**

**General Provisions**

**Initial Nominations and Appointments  
Renewable Resources Council**

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Each party has a right to nominate Carmacks Renewable Resources Council (“RRC”) members as provided by the LSCFA in paragraph 2.12.2, 16.6.2 (all), 16.6.4 (all) and 16.6.5.

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 LSCFA by all Parties. The Minister will request nominations pursuant to LSCFA 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 (LSCFA 2.12.2.11), shall be forwarded to the Minister within the time provided by 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**

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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.

**LITTLE SALMON/CARMACKS FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**On-Going Process for Nominations and Appointments -- Carmacks Renewable Resources Council and Regional Land Use Planning Commission**

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**1. Replacement of Board Members**

Upon termination of the initial appointments, the Parties should follow the procedures outlined in LSCFA 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 LSCFA 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 LSCFA 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**

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For their effective working, 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.

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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 LSCFA may provide in respect of that Board;
- (b) any rules and procedures which it may require pursuant to LSCFA 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 LSCFA; and
- (e) any arrangements required with respect to the training and cross-cultural orientation and education of Board members.

**Board Services and Facilities**

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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 LSCFA.



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**Part 2**

**Board Training and**

**Cross-Cultural Orientation and Education**

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Part 2 applies to the Carmacks Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee (“SLC”).

For the purposes of LSCFA 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 LSCFA; 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 appropriate time for the different aspects of this training to occur 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.

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**2. Training related to Board Mandate**

Each Board should assess and take the steps necessary, including budget provisions, to address the needs of its members for training 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 LSCFA**

All Parties have an interest in ensuring that the members of each Board understand the purposes of the Board under the LSCFA. All Parties also have an interest in ensuring that this understanding is achieved through appropriate, balanced procedures.

As provided in LSCFA 28.3.7, the Parties should jointly inform each Board about relevant provisions of the LSCFA and LSCFA 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 will be 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.

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**Part 3**

**Aboriginal Language Services**

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This Part applies to the Carmacks 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.

**Part 4**

**Board Mandates and Activities**

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The following provisions address the mandate and expected activities, and relevant specific arrangements, in respect of each of the Boards.

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**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 LSCFN for approval.

**Organizational Structure**

Canada, LSCFN and any other affected Yukon First Nations may agree to establish the RLUPC at any time after the Effective Date of the LSCFA.

The RLUPC shall have no less than six (6) members. Canada shall consult with Yukon prior to nominating its members, and LSCFN shall nominate its members as soon as practicable after agreement to establish the RLUPC. The nominations shall be selected in accordance with LSCFA 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 LSCFN and any other affected Yukon First Nation, and shall submit that budget to the Yukon Land Use Planning Council ("Council") (LSCFA 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 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 (LSCFA 11.4.5.1).

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**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 (LSCFA 11.4.4). In carrying out LSCFA 11.4.4, the RLUPC shall undertake the activities described in LSCFA 11.2.0, 11.4.5.3 to 11.4.5.9, 11.5.1, 11.6.1, 11.6.3, and 11.6.5.

The RLUPC may undertake the activities described in LSCFA 11.4.5.1 and 11.4.5.10. The RLUPC may carry out activities associated with LSCFA 11.4.5.10 with a reduced number of members.

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**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 of 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 LSCFN 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 shall recommend to Canada or the Yukon, as the case may be, that it take such steps as the SLC considers appropriate.

**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 the LSCFN 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 LSCFA.

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**Organizational Structure**

The SLC shall be established no later than one month after the signing of the LSCFA. 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.

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.

LSCFN Representatives

LSCFN will appoint two persons to represent LSCFN for all land selections negotiated by LSCFN.

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.

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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 LSCFA. 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 meetings may occur as needed. Meetings will be held in Carmacks unless reasons arise that make it more practical 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 LSCFN to enable its nominees to participate in the SLC proceedings. Meeting facilities will be provided by LSCFN when the meetings are held in Carmacks.

Chair Responsibilities

- ! To ensure that the SLC is in place as soon as is practicable following the signing of the LSCFA;
- ! 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;



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- ! To ensure that necessary support information is made available by Government and LSCFN 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. LSCFN shall indicate the process by which LSCFN 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 LSCFN.

Subject to any amendment of the Plan by the Parties, Canada shall pay to LSCFN \$38,000 (1996 constant dollars) as its share of the amount identified for SLCs.

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**CARMACKS RENEWABLE RESOURCES COUNCIL**

**Mandate**

In the LSCFN Traditional Territory, the Carmacks 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 LSCFA 16.6.1, 16.6.1.1.

The RRC, acting in the public interest, may make recommendations to the Minister, LSCFN, the Fish and Wildlife Management Board and the Salmon Sub-Committee on any matter related to Fish and Wildlife (LSCFA 16.6.9).

The RRC may make recommendations pursuant to LSCFA 16.6.10.0 (all).

The RRC may make recommendations to the Minister and LSCFN with respect to Forest Resources Management on Settlement Land and Non-Settlement Land within the LSCFN Traditional Territory, including:

- ! the coordination of Forest Resources Management throughout the Yukon and in the LSCFN 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 [LSCFA 17.4.0 (all)].

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**Organizational Structure**

The RRC shall be comprised of six members (LSCFA 16.6.2) and shall be established as of the Effective Date of the LSCFA.

The Yukon Minister of Renewable Resources shall nominate three persons to the RRC (LSCFA 16.6.2).

LSCFN shall nominate three persons to the RRC (LSCFA 16.6.2).

The Yukon Minister of Renewable Resources and LSCFN may each nominate one additional member as an alternate member to the RRC (LSCFA 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 (LSCFA 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 (LSCFA 16.6.2.3).

When nominating individuals for appointment to the RRC, the Yukon Minister of Renewable Resources and LSCFN shall make reasonable attempts to reach a consensus on the respective individuals to be nominated [LSCFA 16.6.4.3, 16.6.4.4 (all), 16.6.4.5].

The Yukon Minister of Renewable Resources shall appoint the nominees to the RRC (LSCFA 2.12.2.3, 2.12.2.4).

RRC members shall be resident within the LSCFN 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 (LSCFA 16.6.4, 16.6.4.1, 16.6.4.2).

With the consent of the Yukon Minister of Renewable Resources and the LSCFN, 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 (LSCFA 16.6.12).

One third of the initial appointments to the RRC shall be for three years, one third for four years, and one third for five years (LSCFA 16.6.5).

After the initial appointments, all appointments shall be for a five year term (LSCFA 16.6.5).

All appointments to the RRC shall be during good behaviour (LSCFA 16.6.5).

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**Operations**

The RRC shall determine its own procedures for selecting its chairperson from its membership (LSCFA 16.6.3).

The Yukon Minister of Renewable Resources shall appoint the chairperson selected by the RRC (LSCFA 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 Consultation with the RRC (LSCFA 16.6.3.1).

The RRC shall make provisions for public involvement in the development of its decisions and its recommendations (LSCFA 16.6.6).

The RRC shall prepare an annual budget, subject to review and approval by Government. The budget shall be in accordance with Government guidelines and shall be a charge on Government [LSCFA 16.6.7 (all)].

**Activities**

The RRC shall undertake activities as may be found in the LSCFA:

- ! Chapter 10, in particular, clauses 10.3.3 (all), 10.5.5, Schedule A 5.4;
- ! Chapter 16, in particular, 16.3.14.1, 16.5.1.4, 16.5.1.10, 16.5.1.12, 16.5.1.15, 16.6.1 to 16.6.17 inclusive, 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), 16.8.1 to 16.8.14 inclusive, 16.9.1.3 (b) (i) (c) (d) (e), 16.9.2 (all), 16.9.4, 16.9.8 (all), 16.9.16, 16.11.1, 16.11.1.1, 16.11.2 (all), 16.11.3.4, 16.11.9.1 (a), 16.11.10(all), 16.13.2; and
- ! Chapter 17, in particular, clauses 17.2.2 (all), 17.4.1 to 17.4.5 inclusive, and 17.5.4.1.

Further information concerning activities associated with the RRC can be found in Annex A of the LSCFA Plan for the referenced clauses including but not limited to:

- ! 10.3.3, 10.5.2, Chapter 10 Schedule A 4.1, Chapter 10 Schedule A 5.4;
- ! 16.3.5, 16.3.14.1, 16.6.2.1, 16.6.4.3, 16.6.10, 16.6.13, 16.6.15, 16.9.1.3, 16.9.1.3(b), 16.9.11.2, 16.9.11.13, 16.9.11.14, 16.9.16, 16.9.17, 16.11.3.4, 16.11.8, 16.11.10.4, 16.11.10.5, 16.11.13, 16.13.2;
- ! 17.2.2, 17.4.1, 17.5.1, 17.8.2; and,
- ! Chapter 22 Schedule A Part II 4.1, Chapter 22 Schedule A Part II 4.4.

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**CARMACKS RENEWABLE RESOURCES COUNCIL**

**YEAR 1 BUDGET**

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All amounts expressed in 1996 constant dollars:

ADMINISTRATION	\$26,623
MEETINGS	\$42,598
SUPPORT	<u>\$10,649</u>
	\$79,870

**MULTI-YEAR FORECAST**

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All amounts expressed in 1996 constant dollars:

<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
\$79,870	\$79,870	\$79,870

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**Part 5**

**Budget Procedures and Financial Arrangements**

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1. The recommended first annual budget and a multi-year financial forecast for the Carmacks Renewable Resources Council (“RRC”) is attached to the description of the Board in Part 4 of Annex B.
  
2. It is understood that the allocation for the RRC set out in Schedule I of this Plan is stated as 1996 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.

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**ANNEX C**

**INFORMATION STRATEGY**

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**GENERAL REQUIREMENTS**

1. 28.3.2.4 specifies that an information strategy be included in the LSCFA Plan to enhance community and general public awareness of the Settlement Agreement and implementation plan.
2. The following guidelines apply to this information strategy:
  - (a) To the extent possible, the LSCFN 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 LSCFN 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 LSCFA, and, to the extent practicable, taking advantage of opportunities to coordinate their efforts and avoid duplication.

**INTEGRATION WITH UFA STRATEGY**

3. The LSCFN strategy shall concentrate on those areas of the LSCFA 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 LSCFA provisions.

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5. Where appropriate, LSCFN 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 LSCFN information in local publications.

**UTILIZATION OF RATIFICATION INFORMATION**

6. Whenever possible, information developed as part of the LSCFN 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 LSCFA, LSCSGA and specific areas set out in paragraph 13.
8. LSCFN and Government will share responsibility for informing the local community of the provisions of the LSCFA, LSCSGA and specific areas set out in paragraph 13.
9. LSCFN will have primary responsibility for informing LSCFN citizens of the provisions of the LSCFA, LSCSGA and specific areas set out in paragraph 13.
10. LSCFN and Government will coordinate information and activities that relate specifically to issues within LSCFN Traditional Territory arising from the LSCFA 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 LSCFA.
11. Upon request, and to the extent possible, Government will provide to LSCFN, publications and other written materials prepared by Government, for distribution by LSCFN.
12. Government will make best efforts to provide interpreter services to Northern Tutchone or other LSCFN people and language services programs as may be in place from time to time.
13. The following table summarizes areas of the LSCFA and LSCSGA 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**

<u>Chapter/Clause</u>	<u>Area of Concern</u>	<u>Note/Comment</u>
2.2.0 (all) and LSCSGA 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-ord. with RRC
Chapter 13	Heritage sites (location, terms, accidental discovery)	Co-ord. with RRC Note 1
Chapter 14	Traditional use	-
Chapter 15	Identification of Site Specifics	Note 1
Chapter 16	General management	Co-ord. 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	LSCFN as legal entity [LSCSGA 9.0 (all)], delegation of power [LSCSGA 12.0 (all)], law and justice applications [LSCSGA 13.0 (all)], tax laws and status [LSCSGA 14.0 (all), 15.0(all)]	-
28.0	Training plan	-

Note 1: Canada will provide to LSCFN, 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 Little Salmon/Carmacks People and LSCFN, information pursuant to 22.5.5 and 22.5.6.

Note 3: Programs devolved under LSCSGA 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.

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**ANNEX D**

**ECONOMIC PLANNING**

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**1.0 Economic Planning**

- 1.1 For the purpose of the LSCFA Plan, LSCFN and Government agree that successful economic activity by the LSCFN as a result of economic and employment opportunities arising from the LSCFA will benefit from a cooperative approach towards implementation of the LSCFA.
- 1.2 LSCFN and Government agree that economic and employment planning are best achieved when the following principles are considered:
- 1.2.1 Where practicable, effective communication regarding current programs, policies, initiatives and other matters to assist in the accessing of economic opportunities is vital;
  - 1.2.2 Effective intergovernmental relationships are developed between the Parties;
  - 1.2.3 Existing Government programs and other resources are utilized effectively to assist in economic planning; and
  - 1.2.4 LSCFN and Government work cooperatively in 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 LSCFA 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 LSCFA;
  - 1.3.2 Coordination of activities necessary to putting economic and employment planning provisions into effect; and

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- 1.3.3 Reviews 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 LSCFA Chapter 22.

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**ANNEX E**

**COORDINATION OF LSCFA AND LSCSGA IMPLEMENTATION**

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**GENERAL REQUIREMENTS**

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

**RESPONSIBILITIES**

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

**SPECIFIC AREAS OF IMPLEMENTATION COORDINATION**

5. All funds flowing to the LSCFN for implementation shall be transferred to LSCFN through the financial transfer agreement process described in LSCSGA 16.0(all).
6. The Dispute Resolution process of LSCFA Chapter 26 shall be used to resolve all LSCSGA disputes as described in LSCSGA 24.0 (all).
7. The LSCFA Plan general review process described in paragraph 19 of the LSCFA Plan and in LSCSGA 6.6.3 and 6.6.4 shall be carried out simultaneously and in a coordinated fashion. Further, these reviews shall be timed in such a way as to provide input to the negotiations of the new LSCFTA as specified by LSCSGA 16.3.6 and 16.12.

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8. The information strategy carried out pursuant to LSCFA Plan (Annex C) shall consider the LSCFA, the LSCFA Plan, the LSCSGA and the LSCSGA Plan.
9. The training needs for LSCFN shall be integrated into a single plan which will take into account the training requirements of both the LSCFA, the LSCFA Plan, the LSCSGA and the LSCSGA Plan.

**OTHER POTENTIAL AREAS REQUIRING COORDINATION**

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

**POTENTIAL AREAS REQUIRING IMPLEMENTATION COORDINATION**  
(may include but are not limited to:)

<u>Referenced/Clause</u>		<u>Area of Concern</u>
<b>LSCFA</b>	<b>LSCSGA</b>	
Definitions		Consistent application
2.0	3.0	Rights of citizens and beneficiaries as Yukon Indian People
2.3.6	21.1	LSCFA amendments published in LSCFN law register
2.7.1	16.4.2	Disclosure of information
2.11.4.1	Self-Government Legislation	Legal entity
4.3.6.1	29.1	Reserve status
5.0	25.0	Compatible land use regarding C Settlement Lands
5.0	28.0	Laws on certain C Settlement Lands
19.0	16.8	LSCFTA calculation regarding compensation
20.0	15.2, 15.3.5	Tax status of settlement corporations
20.6	14.0	Income tax
20.7.1	14.10	Property taxation assistance
21.2.1	14.9	Property tax
21.2.3	14.9	Property tax
21.2.4	14.6	Property tax
21.2.5.1	14.9 - 14.12	Property tax
21.3	14.11, 14.12	Property tax
21.2.4	26.0	Service agreements
21.3	26.0	Service agreements
21.4	26.0	Service agreements
24.10.1	5.3	Amendment of Self-Government Legislation
LSCFA		